

Additional Terms

Lender's Rights If Borrower Defaults

Borrower will be in default if:

- Borrower does not pay the loan when due or in the full amount;
- Borrower made misstatements on the loan application;
- Attempts are made through legal proceedings to get any money or property Lender holds on Borrower's behalf;
- A case under the U.S. Bankruptcy Code is started by Borrower or against Borrower;
- Borrower Dies; or
- Lender believes in good faith that Borrower may not be able or willing to pay as promised

If Borrower defaults, Lender may require immediate payment of the unpaid balance of the loan and other charges owed. Lender does not have to give any notice of default or the actions taken by Lender in response to default. Lender may also exercise any other legal rights it may have. Notwithstanding the foregoing, Lender is not required to demand immediate payment and may delay enforcing any of its rights without losing them.

If Borrower has not paid the entire amount of the loan when due, Borrower agrees to pay interest on the unpaid principal at the maximum rate allowed by Minnesota Statute §47.59 Subd 3 but in no event to exceed 33% per annum.

Legal and Collection Costs

Borrower must pay any reasonable attorney's fees, legal expenses, and costs of collection that result from Borrower's default (unless prohibited by law).

Renewal and Extension

This loan will not be renewed or extended past the Due Date under any circumstances.

Returned Payments

If any check or other form of payment is returned unpaid, Borrower agrees to pay an NSF charge of \$35.00 (unless prohibited by law).

Authorization to Debit My Bank Account

Borrower authorizes Lender, in Lender's sole discretion, to initiate debit entries to Borrower's bank account for all fees, and any other charges or amounts (including principal and interest) due from Borrower to Lender under this agreement. This authorization is to remain in full force and effect until Lender has received written notification from borrower of its termination in such time and such manner as to afford a reasonable opportunity for lender to act on it.

Application of Payments

Lender may apply any payment Lender receives from Borrower in any order at Lender's sole discretion.

Governing Law

The laws of Minnesota govern this agreement.

Jurisdiction and Venue

Borrower agrees that any legal action or proceeding by Lender against Borrower with respect to this agreement, which is not subject to arbitration, may be brought by Lender in any court located in either Ramsey or Hennepin County, Minnesota. Borrower agrees to submit to the jurisdiction of these courts and will not object to jurisdiction or venue.

Loan Administration Fee

Minnesota law allows Lender to charge a loan administration fee of up to \$25.00 on a loan of up to \$4,320.00. If the finance charge on this loan does not exceed the rate authorized by Minn. Stat. §47.59, Borrower agrees to pay a \$25.00 loan administrative fee and Lender will not refund any part of that fee. Lender is disclosing the loan and a prepaid finance charge, as required by federal law. Lender will not charge this fee if it violates any applicable laws.

Arbitration

Borrower agrees that any claim, dispute or controversy between the parties or claim by either party against the other or any employees, agents or assigns of the other (including but not limited to any claim arising from or relating to this agreement or the relationships which result from this agreement, no matter against whom made and including any claim regarding the applicability of this arbitration clause and the validity of the entire agreement) may, at Lender's or

Borrower's request or my request be resolved by mutual binding arbitration by the National Arbitration Forum, under the Code of Procedure in effect at the time the claim is filed. Any arbitration hearing at which Borrower appears will take place at a location near Borrower's residence. Rules and forms of the National Arbitration Forum may be obtained and all claims shall be filed at the National Arbitration Forum office, at P.O. Box 50191, Minneapolis, Minnesota 55405-0191.

This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1 - 18. Judgment upon the award may be entered in any court having jurisdiction. Nothing in this agreement shall be constituted to prevent either party's use of bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral security or property interests for contractual debts now or hereafter owed by either party to the other under this agreement.

Borrower understands that arbitration fees may be waived by the National Arbitration Forum in the event Borrower cannot afford to pay them. Borrower also understands that Lender will pay that portion of Borrower's arbitration filing fee that exceeds the court filing fee that Borrower would have paid for the jurisdiction where Borrower lives.

BORROWER AND LENDER UNDERSTAND THAT IF EITHER PARTY CHOOSES ARBITRATION WHERE THERE WOULD HAVE BEEN A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE THE DISPUTE, WE HEREBY WAIVE THOSE RIGHTS AND AGREE TO HAVE THE DISPUTE DECIDED THROUGH ARBITRATION. BORROWER WILL NOT HAVE THE RIGHT, AND HEREBY WAIVES ANY SUCH RIGHT, TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. FURTHER THERE SHALL BE NO AUTHORITY TO ARBITRATE ANY CLAIMS ON A CLASS ACTION BASIS. FURTHER, AN ARBITRATOR CAN ONLY DECIDE BORROWER'S CLAIM AND MAY NOT JOIN OR CONSOLIDATE OTHER PERSON'S SIMILAR CLAIMS.

Right to Rescission

Borrower may rescind this transaction at no cost any time prior to the close of business on the business day immediately following the date of this transaction by paying to Lender the Amount Financed in cash or other immediately available funds.

PRIVACY POLICY NOTICE

Information Collected. Borrower understands that Lender collects "non-public personal information" about Borrower:

- Information Borrower provides on applications or other loan forms
- Information about transaction with Lender; and
- Information received from credit bureaus.

"Non-Public personal information" is non-public information about Borrower that Lender obtains in connection with providing a financial product or service, such as the loan. It includes information regarding Borrower's payment history, but does not include information from public sources such as telephone directories.

Information Disclosed. Borrower understands that Lender does not disclose non-public personal information to anyone except as permitted by law.

Security. Borrower understands that Lender restricts access to non-public personal information about Borrower to Lender's employees who need to know that information to provide products or services and strives to maintain safeguards to guard my non-public personal information.