



**MEMORANDUM OF AGREEMENT
BETWEEN
HUNTINGTON INGALLS INCORPORATED (INGALLS SHIPBUILDING DIVISION); AND
THE PASCAGOULA METAL TRADES COUNCIL, AFL-CIO;
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 733, AFL-CIO; INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS, LOCAL LODGE 1133; OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION, AFL-CIO, LOCAL 204; AND THE UNITED FEDERATION OF SPECIAL POLICE AND
SECURITY OFFICERS, INC., LOCAL 665**

Whereas, Huntington Ingalls Incorporated, acting through its Ingalls Shipbuilding division ("Company"), ("Company") and the Pascagoula Metal Trades Council, AFL-CIO; International Brotherhood of Electrical Workers, Local 733, AFL-CIO; International Association of Machinists and Aerospace Workers, Local Lodge 1133; the Office and Professional Employees International Union, AFL-CIO, Local 204; and the United Federation of Special Police and Security Officers, Inc., Local 665 (collectively "the Unions") entered into separate collective bargaining agreements which were most recently extended effective on March 13, 2022, and covering the Company's facility in Pascagoula, Mississippi; and

Whereas, the CBA shall not be amended or supplemented except by mutual written consent of the parties hereto; and

Whereas, all such amendments or supplements must be reduced to writing and signed by both parties; and

Whereas, the following Memorandum of Agreement ("MOA") is entered into between the Company and the Unions for this purpose;

Whereas, this MOA seeks add two (2) voluntary benefits for represented employees' immediate use:

- 1) Kashable;
 - a) This voluntary benefit offers personal loans to employees at reasonable interest rates via payroll deduction.
 - b) An agreement between the employee and Kashable will set forth all rights and responsibilities of an employee who chooses to participate in this voluntary benefit.
 - c) Repayment of loans to Kashable are the sole responsibility of the employee. The Company shall not be held responsible for any loan amount.
 - d) All represented employees will be eligible to apply for this voluntary benefit.
 - e) A template for the agreement that an employee would agree to for this voluntary benefit is attached to this MOA.

Memorandum of Agreement (MOA)
All Unions
Kashable and Purchasing Power - 2023
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- f) Any dispute over an employee's participation in this voluntary benefit is not subject to the Grievance and Arbitration procedure in the CBA.
- 2) Purchasing Power
- a) This is a program that allows employees to purchase items on the Purchasing Power's online store and pay for items through automatic payroll deduction.
 - b) To participate, an employee must agree to a payroll deduction authorization.
 - c) This is not a discount program.
 - d) All represented employees will be eligible to apply for this voluntary benefit.
 - e) Any dispute over an employee's participation in this voluntary benefit is not subject to the Grievance and Arbitration procedure in the CBA.

This MOA becomes effective for each bargaining unit upon signature of the Company and the authorized representatives of each bargaining unit.

This MOA establishes these voluntary benefits and does not change any term or condition of employment in the collective bargaining agreement.

In witness whereof, the Unions and the Company, parties hereto, have caused this Memorandum of Agreement to be executed by their respective authorized agents this 30th day of November, 2023.

FOR THE COMPANY

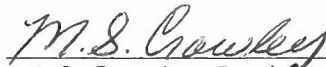


Susan Jacobs, Vice President
Human Resources & Administration
Ingalls Shipbuilding division



R. Carlos Lett, Director
Labor Relations
Ingalls Shipbuilding division

FOR THE UNIONS



M. S. Crawley, President
Pascagoula Metal Trades Council



Jason Vitosky, Business Manager
Brotherhood of International Electrical
Workers, Local No. 733



John Piatt, Business Representative
District Lodge W2021



Catherine Kyles, Business Agent
Office & Professional Employees
International Union, AFL-CIO, Local 204



Raynard Roberson, Business Agent
United Federation of Special Police and
Security Officers, Inc., Local 665

**** KASHABLE AGREEMENT ****

Estimated Loan Disbursement Date: \${disbursementDate}
Agreement Date: \${loanDate}
Loan Amount ("Loan"): \${loanAmount}
Interest Rate: \${interestRate}
First Payment Due Date: \${repaymentScheduleFirstDate}

Borrower: \${name} \${address_street1} \${address_street2} \${address_street3} \${address_city}, \${address_state} \${address_zip} \${phone1} \${email}	Loan ID: \${loanId} For Customer Service, contact us at: 646-663-4353 support@kashable.com PO Box 4287 New York, NY 10163-4287
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This Agreement affects your rights. Please read the following material carefully and retain a copy for your records. In this Loan Agreement (hereinafter, the "Loan Agreement" or "Agreement") the words "you" and "your" and "borrower" refers to the individual identified under "Borrower" above. The words "we", "us" and "our" refer to Cross River Bank and any subsequent successor or assignee "Lender." The words "Program Sponsor" means Kashable.

TRUTH IN LENDING DISCLOSURES

ESTIMATED ANNUAL PERCENTAGE RATE: The cost of your <u>credit as a yearly rate</u>	ESTIMATED FINANCE CHARGE: The dollar amount the <u>credit will cost you</u>	Amount Financed: The amount of credit provided to you <u>or on your behalf</u>	Estimated Total of Payments: The amount you will have paid after you have made all <u>payments as scheduled</u>
\${apr}	\${financeCharge}	\${financedAmount}	\${totalRepayment}

Your payment schedule (the "Payment Schedule") will be:

<u>Number of Payments</u>	<u>Estimated Amount of Each Payment</u>	<u>When Payments are Due (each a "Payment Due Date")</u>
\${numInstallments}	\${installmentAmount}	\${repaymentSchedule}

Prepayment: If you pay off the Loan early, you will not have to pay a penalty and you may be entitled to a partial refund of the Finance Charge.

Returned Payment Fee: If your alternate means of payment is returned for nonpayment or cannot be processed for any reason, you will be charged a fee of \${nsfFee}.

Late Fee: If we do not receive a scheduled payment in full within fifteen (15) days after its scheduled due date, then we may charge you a late fee in the amount of \$15.00. This charge is assessed only once per late payment.

Security Interest: This Loan Agreement is unsecured.

\${name}
 \${email}
 E-signed \${esignDate}

See the Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment penalties.

Itemization of Amount Financed:	<u>}\${financedAmount}</u>
1. Amount given to you directly:	<u>}\${disbursementAmount}</u>
2. Plus Amount advanced for the origination fee (Prepaid Finance Charge)	<u>}\${originationFee}</u>
<u>}\${nextNumber}</u> . Equals Principal Loan Amount	<u>}\${loanAmount}</u>
<u>}\${nextNumber}</u> . Less Prepaid Finance Charge:	<u>}\${financedAmount}</u>

ACKNOWLEDGEMENT: By signing below, you acknowledge and agree that: (i) the Loan is not payment for earned wages or other amounts due and owing to you by your Employer, but is a separate, independent, legal obligation that arises with respect to the Loan Agreement with Lender; and (ii) the Loan is for your own personal use and was issued to you at your request and for your own benefit, pursuant to the express terms and conditions of this Loan Agreement, which you knowingly and voluntarily entered into with Lender.

Terms and Conditions

1. Promise to Pay: By consenting to this Agreement, you agree to pay us the Amount Financed and the Finance Charge due according to the Payment Schedule above and the other terms of this Agreement. You promise to pay your payments until this Loan is repaid in full. As discussed further in Section 3 (Calculation of Periodic Finance Charges) below, your periodic Finance Charge will be calculated on a daily basis by applying the Base Interest Rate to the balance of the Amount Financed that you owe.

2. Base Interest Rate and Fees:

(a) **Base Interest Rate:** We base the calculation of your periodic Finance Charge on an annual interest rate of }\${interestRate} (the Base Interest Rate), as described below.

(b) **Origination Fee:** We will charge you a }\${originationFee} origination fee when we make this Loan. This origination fee is assessed and fully earned when funds are disbursed for the Loan.

(c) **Late Fee:** If we do not receive a scheduled payment in full within fifteen (15) days after its scheduled due date, then we may charge you a late fee in the amount of \$15.00. This charge is assessed only once per late payment.

(d) **Returned Payment Fee:** If any payment to us is not honored on first presentment, even if the payment is later honored, or it is otherwise rejected or returned, even if paid later, we may charge you a returned payment fee of \$15.00.

3. Calculation of Periodic Finance Charges: We determine any periodic Finance Charge on a daily basis by applying the Base Interest Rate divided by 365 days to the outstanding principal loan amount. We base the Finance Charge and the Total of Payments in the Truth-in-Lending Disclosures on the assumption that you make every payment on the day that it is due. These amounts will be more if you pay late and less if you pay early. If your Finance Charge and Total of Payments ultimately are larger or smaller than the disclosed amounts, at our option, we may require a larger or smaller final payment. If we do not notify you about any adjustment to your final payment, then you must continue to pay the amount of your scheduled payment and any additional payments, if any, every Payment Due Date until you pay your Loan in full. Your periodic Finance Charge will begin to accrue on the Disbursement Date listed at the top of this Agreement which is the date Loan proceeds are disbursed. Your periodic Finance Charge will continue to accrue until the entire Loan is paid in full.

4. Prepayments: You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. To prepay in full, you must pay the earned and unpaid amount of the Finance Charge and all other amounts due up to the date of your payment. Any partial prepayment does not postpone the due date of any subsequent periodic payments.

5. Payments: You promise to pay each payment shown above on or before the applicable Payment Due Date. All payments must be made in U.S. dollars. You must use one of the payment options that we provide to you and comply with any payment instructions. You may not make payments in cash. You agree that we can accept late or partial payments, or payments marked "paid in full" or other restrictive endorsements, without waiving our rights. You shall not postdate any payment instrument that you provide to us. If a scheduled payment is due on a day that is not a Business Day, then the due date will be the next Business Day.

}\${name}
}\${email}
E-signed }\${esignDate}

6. Voluntary and Revocable Payment Authorization: Together with this Loan Agreement, you may also sign the Voluntary and Revocable Payroll Deduction Authorization (the "Authorization"). Your Employer, \${employerName} ("Employer"), will receive this Authorization directly from Lender in order for you to make payments on the Loan. The Authorization will set forth your instructions to your Employer to repay the loan from your payroll on the dates and in the amounts set forth in this Agreement. This Authorization is for your benefit and is not attached to this Agreement by your Employer. This Authorization can be modified only with your and the Employer prior written approval. To rescind or cancel the Authorization, you must provide no less than ten (10) days' written notice to your Employer directly under your Employer's procedures for such changes and make alternative payment arrangements with Lender. If you cease working for Employer, take a leave of absence or incur any other payroll interruption or you choose to cancel your Authorization, you will remain obligated to pay each payment shown above via Automated Clearing House ("ACH") debits to your bank account, certified check or money order on or before the applicable Payment Due Date. If in the future you choose to pay all amounts due pursuant to this Agreement via money order or certified check, please mail your payments payable to Kashable, by the Payment Due Dates indicated above to PO Box 4287, New York, NY 10163-4287, for receipt and processing. All mailed payments must reach this address by 4:00 pm Eastern Time on the Payment Due Date.

7. Application of Payments: We apply each payment to the earned and unpaid part of the Finance Charge, then to the unpaid part of the Amount Financed, and then to any other amounts that you owe under this Agreement.

8. Representations:

(a) **Truthfulness of Application:** You represent to us that every statement made in the application for this Loan is true, complete and correct, that you are the person identified in the application and at the top of this Agreement, and that you have reached the age of majority where you reside.

(b) **Bankruptcy:** You represent to us that you (i) are not a debtor under any proceeding in Bankruptcy, (ii) you have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code, and (iii) you have not consulted with an attorney regarding bankruptcy in the past six (6) months.

(c) **Use of the Loan Proceeds:** You represent to us that you will not use any of the Loan proceeds for any postsecondary educational expenses, such as tuition, fees, books, supplies, miscellaneous expenses, or room and board. You also represent to us that you will not use the Loan proceeds for the purpose of purchasing or carrying any securities or to fund any illegal activity.

(d) **Employment Confirmation:** You are currently employed and paid by the Employer and you specifically authorized the Employer to transfer funds from your payroll to Lender to repay your Loan.

You acknowledge and agree that we may rely on the representations above without independent verification of their accuracy.

9. Credit Reporting: You authorize us and Kashable to obtain consumer reports about you from consumer reporting agencies or other sources, including your Employer prior to receiving a loan and at any time during which you have repayment obligations under this Loan. We and/or Kashable may obtain consumer reports and make direct inquiries for any purpose, including without limitation in connection with any modification, extension, or collection of this Loan, administering your Loan account, and to consider you for offers of other products and services. Upon your request we will disclose whether a consumer report was requested and the name and address of any consumer reporting agency that furnished the report. **We may report information about your Loan account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.** If you believe that we have reported inaccurate information to a consumer reporting agency, contact us at the customer service address listed above and we will investigate the matter. Please identify the inaccurate information and tell us why you believe the information is incorrect. If you have a copy of the consumer report that includes the inaccurate information, please send a copy of that report as well.

10. Default and Remedies: Subject to the limitations of applicable law and any right to notice and/or to cure under applicable law, you will be deemed in default under this Agreement if: (a) we fail to receive any payment by its due date; (b) you failed to make alternative payment arrangements with us, if payment through wages is no longer available or you revoked it; (c) you file or have instituted against you any bankruptcy or insolvency proceedings or make any assignment for the benefit of creditors; (d) you are declared legally incompetent or incapacitated; (e) you fail to notify us in writing of a change in your name, address, email address, telephone number within 10 days after a change occurs; (f) we reasonably believe that you have provided inaccurate, untrue, or incomplete information in connection with the Loan or your application, you have breached a representation in this Agreement, or you otherwise try to defraud us; or (g) you breach any term of this Agreement (each, an Event of Default). Upon the occurrence of an Event of Default and subject to any right to cure under applicable law, we may exercise all remedies available to us under applicable law, including, without limitation, accelerating your balance and demanding payment in full of all that you owe under this Agreement, subject to any notice requirement, right to reinstate, or other limitation provided by law; disclosing information about

\${name}
\${email}
E-signed \${esignDate}

you and your conduct to one or more consumer reporting agencies; and/or instituting legal action to recover all amounts owed. Upon acceleration, the amount you owe will be the total unpaid amount of the Amount Financed, the earned and unpaid amount of the Finance Charge, any late fees or returned payment fees, and any other amounts outstanding or due because you defaulted.

11. Collection Cost: If we hire an attorney that is not employed by us to collect what you owe, you will pay the attorney's fee to the extent that it is reasonable and allowed by law. In addition to reasonable external attorney fees and all court costs, you will be responsible for other reasonable collection costs we incur not to exceed: (i) 20% of the first \$500 of the unpaid loan balance; (ii) 10% of the unpaid loan balance over \$500 up to \$2,000; and (iii) 5% of any unpaid loan balance in excess of \$2,000.

12. Communications: You agree that we may monitor and/or record your calls with us. You further agree that we may contact you by email, text messages, letters or by phone. You also agree that we may contact you at any telephone number you provide to us, whether a residential or business number, even if that number is a wireless, cellular or mobile number; is converted to a mobile/wireless number; or connects to any type of mobile/wireless device. Additionally, you authorize the Program Sponsor and our service providers, to contact you using these methods. Except as prohibited by law, you agree that any statement, disclosure, or written notice, required by this Agreement or law, may be sent to the e-mail address you have provided or used to communicate with us or the Program Sponsor. It is your sole responsibility to provide and maintain your current mailing address, email address, and other contact information with us.

13. Governing Law: This Agreement, your Loan, and any claim, dispute, or controversy arising from or relating to this Agreement or your Loan are governed by U.S. federal law and, to the extent that state law applies, by the law of the State of New Jersey (without regard to conflicts of laws principles). We are located in the State of New Jersey, disburse funds from the State of New Jersey, and this Agreement is entered into in the State of New Jersey.

14. Arbitration: The parties agree that any and all disputes between you and us, or between you and the Program Sponsor, except an action for non-payment, shall be decided in accordance with the attached Arbitration Agreement, incorporated herein by reference. The Arbitration Agreement has a substantial effect on your rights in the event of a dispute between you and us, or between you and the Program Sponsor, excluding any action for non-payment. Please read it carefully. It also contains an opt-out provision if you chose to reject the arbitration provision. The attached Arbitration Agreement does not apply in the Event of Default as defined by section 10(a) and (b) of this Agreement. **THE PARTIES TO THIS AGREEMENT FURTHER UNDERSTAND THAT CLAIMS, EXCLUDING THOSE FOR NON-PAYMENT, CANNOT BE BROUGHT IN A LAWSUIT IN COURT BEFORE A JUDGE OR JURY AND THAT A JURY WILL NOT DECIDE THEIR CASE.** This Agreement shall be governed by and interpreted under the Federal Arbitration Act ("FAA"), 9 U.S.C. 1-16. In the event that it is determined that the FAA is inapplicable, the parties desire that this agreement be interpreted under the applicable New Jersey law so as to give effect to the parties' intent. Further, nothing in this Agreement is to be construed to contradict an applicable statutory grievance or mediation procedure. Any party who demands arbitration must do so for all claims or controversies that are known, or reasonably should have been known, by the date of the demand for arbitration, and if learned of during the course of the arbitration proceeding shall amend the claims or controversies to reflect the same. All current damages and reasonably foreseeable damages arising out of such claims or controversies shall also be incorporated into the initial demand or amendment thereto.

15. Other Terms:

(a) Waiver of Demand: You hereby waive demand, notice of non-payment, protest, and all other notices or demands whatsoever, unless such waiver is prohibited by law.

(b) No Waiver by Us: We may, without notice to you, delay or refrain from enforcing our rights under this Agreement without losing them. For example, we may extend the time to make a payment without extending the time to make other payments, accept late or partial payments without waiving our right to have future payments made when they are due, or waive any fee without losing the right to impose that fee when due in the future.

(c) Assignment: We may assign our rights or obligations under this Agreement without prior notice to you. You may not assign your rights or obligations under this Agreement without our consent.

(d) Entire Agreement: The Agreement together with the Arbitration Agreement and the Authorization represent the entire agreement between you and us regarding the subject matter hereof and supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between us with respect to your application and loan.

(e) NO WARRANTIES: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE AND THE PROGRAM SPONSOR MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

{name}
{email}
E-signed {esignDate}

(f) **LIMITATION ON LIABILITY:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR THE PROGRAM SPONSOR BE LIABLE TO YOU FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WE MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE EFFECT THAT THE AGREEMENT MAY HAVE UPON YOUR FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY.

(g) **No Contingency:** You agree that we cannot make and have not made the Loan contingent upon your obtaining any other product or service from us or anyone else.

(h) **No Severability:** If any provision of this Agreement shall be or become wholly or partially invalid, illegal or unenforceable, such provision shall be enforced to the extent that its legal and valid and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby, unless such enforcement is in manifest violation of the present intention of the parties reflected in this Agreement.

(i) **Savings Clause:** If a law applicable to the Loan, sets maximum interest, fees, or charges for the Loan, and is finally interpreted such that interest, fees, or charges due or collected under the Loan exceed the permitted limits then: (a) any such interest, fee, or charge will be reduced by the amount necessary to comply with the permitted limit; and (b) upon request or as soon as practicable upon discovery by us, any amounts already collected from you exceeding such a permitted limit will be refunded to you. We may choose to make this refund by crediting the balance due under the Loan or by making a direct payment to you.

(j) **Events Beyond Our Reasonable Control:** To the maximum extent permitted by applicable law, we and the Program Sponsor will not be liable to you for any delay or failure in our performance under this Agreement or other promises to you to the extent caused by any act of God, war, terrorism, strike, labor dispute, fire, act of government, natural disaster or any other similar cause beyond our reasonable control that renders our performance impossible, impractical, or untenable.

(k) **Electronic Transactions:** THIS AGREEMENT IS SUBJECT TO YOUR CONSENT (the "Consent") TO ELECTRONIC TRANSACTIONS AND DISCLOSURES, WHICH YOU AGREED TO AT THE TIME OF YOUR APPLICATION. YOU AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT IS A "TRANSFERABLE RECORD" FOR ALL PURPOSES UNDER THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND THE UNIFORM ELECTRONIC TRANSACTIONS ACT.

16. Definitions: In this Agreement and all other agreements executed in connection to this Loan, the words "*Annual Percentage Rate*" or "*APR*" means the rate labeled the "Annual Percentage Rate" in the *Truth-in-Lending Disclosures Agreement* means this document, the Arbitration Agreement, the Authorization and any other document incorporated by reference, and includes the *Truth-in-Lending Disclosures* and the *Itemization of the Amount Financed* above. *Business Day* means any Monday through Friday, except any legal holiday on which a New Jersey-chartered or New York-chartered bank is closed for business.

IMPORTANT NOTICES

State Law Notices: Each of the following notices apply only to the residents of the states indicated.

California residents: A married applicant may apply for a separate account. As required by California law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Iowa residents: **NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.**

Kansas residents: **NOTICE TO CONSUMER: 1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this Agreement. 3. You may prepay the unpaid balance at any time without penalty.**

Massachusetts residents: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

Missouri residents: **Oral or unexecuted Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

#{name}
#{email}
E-signed #{esignDate}

Nebraska residents: NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this Loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this Loan of money or grant or extension of credit, must be in writing to be effective.

New Hampshire residents: You are not required to sign this agreement (directly or indirectly), or agree to enter into such an agreement as a condition of purchasing any property, goods or services. Reasonable attorney fees shall be awarded to the prevailing party in any action you bring against us or we bring against you. If we successfully assert a partial defense or set-off, recoupment, or counterclaim to an action brought by you, the court may withhold from you the entire amount or such portion of the attorney's fees as the court considers equitable.

New Jersey residents: Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, are void, unenforceable or inapplicable in New Jersey.

Ohio residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Texas residents: **This written Loan Agreement is the final agreement between you and us and may not be changed by prior, current, or future oral agreements between you and us. There are no oral agreements between you and us relating to this Loan Agreement. Any change to this agreement must be in writing. Both you and we have to sign written agreements.** You hereby waive your common law rights to receive notice of intent to accelerate and notice of acceleration. This means that you give up the right to receive notice that we intend to demand that you pay all that you owe on this Agreement at once (accelerate) and notice that we have accelerated.

Utah residents: **This written agreement is a final expression of the agreement between you and us and the written agreement may not be contradicted by evidence of any alleged oral agreement.**

Washington residents: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Wisconsin residents: For married Wisconsin residents, your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under § 766.59 of the Wisconsin statutes or court decree under § 766.70 adversely affects our interest unless, prior to the time that the loan is approved, we are furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision. If this Loan for which you are applying is granted, you will notify us if you have a spouse who needs to receive notification that credit has been extended to you.

* * *

By electronically signing the Agreement by clicking the button marked "I AGREE" below, you acknowledge that you (a) have read and understand all terms and conditions of this Agreement; (b) were free to take a completely filled-in copy of this Agreement and review it; (c) agree to the terms and conditions set forth herein, and (d) acknowledge receipt of a completely filled-in copy of this Agreement, including the Truth-in-Lending Disclosures.

NOTICE TO CUSTOMER: (A) DO NOT SIGN THIS AGREEMENT IF IT CONTAINS ANY BLANK SPACES. (B) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (C) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT.

I AGREE to all of the terms and conditions set forth above.

`\${name}`
`\${email}`
E-signed `\${esignDate}`



SAMPLE AGREEMENT
ATTACHMENT TO MOA



1349 West Peachtree Street Suite 1100
Atlanta, GA 30309
www.PurchasingPower.com
Customer Care (888) 923-6236

Order Packet/Customer Contract

Test Jordan
1349 West Peachtree St NW #1100
ATLANTA, Atlanta 30080

DATE: April 1, 2017
REFERRING ORDER NUMBER: 1418
TOTAL NUMBER OF PAGES: 11

Congratulations on Successfully Completing Your Order!

Thank you for your recent order. We are excited to bring you a better way to buy name brand products through the ease of automatic payments.

Please take a moment and review the important additional information within your order packet regarding delivery, returns and cancellations.



Powering people to a better life™.

Visit your 'My Account' page at www.purchasingpower.com or the Purchasing Power Mobile App to track the status of your order.



1349 West Peachtree Street Suite 1100
 Atlanta, GA 30309
www.PurchasingPower.com
 Customer Care (888) 923-6236

AUTHORIZATION

Order ID: 1418 Home Phone:(404) 609-5100 Date of Order: 4/1/2017
 Name: Test Jordan Payment Amount: \$41.71
 Billing Address: 1349 West Peachtree St NW Shipping Address: 1349 West Peachtree St NW
 #1100 #1100
 ATLANTA, GA 30080 ATLANTA, GA 30080
 Financing Rate: 0%
 Payment Frequency: BI-WEEKLY

For Administrative Use Only		E-SIGNATURE INFORMATION	
Session:	DEC2635BC9485C6C8FD285A6B42F3381.route.sf-04	IP Address:	50.150.15.29
Time Stamp:	4/1/17 3:22 PM	Browser:	Unavailable
Last 4 SSN:	0000		

As stated in the Retail Installment Sales Contract ("Agreement") at Paragraph 12 (Backup Payment Method), you voluntarily agree to provide us with a Backup Payment Method (which may include a Credit Card) for our use on a recurring basis in the event your voluntary payroll deduction fails for any reason.

Backup Payment	ACH DEBIT - BANK ACCOUNT	
Name on Account: Test Account	Bank Name:	SunTrust
Account Number: XX5555	Bank Routing Number:	061

You authorize Purchasing Power to debit your Backup Payment Method to cover a payment or payments for any of your purchases from Purchasing Power in the event your voluntary payroll deduction fails. As an accommodation to you, you hereby request that Purchasing Power deduct from your Backup Payment Method the amount submitted by Purchasing Power in the event your voluntary payroll deduction fails. The only notice you will receive of these deduction(s) will be contained within your customer statement available online in your My Account section.

You agree that (1) if any payment from the Backup Payment Method is not paid, whether intentionally or inadvertently, you may be responsible for dishonored payment or other fees from your Backup Payment Method (as applicable) and (2) that Purchasing Power is not liable to you for these fees. You also understand that Purchasing Power may declare that you are in Default under the terms of this Agreement. You further understand that you may withdraw this Authorization for the Backup Payment Method at any time.

NOTICE TO BUYER : (1) Do not sign this Agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to an exact, completely filled-in copy of the Agreement you sign at the time you sign it. (3) Under the law, you have the right to prepay the full amount due under this Agreement at any time without additional charges or penalties. Keep this Agreement to protect your legal rights. (4) If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request. (5) Residents of MA: You may cancel a purchase under this Agreement if it has been signed by a party thereto at a place other than the address of the seller which may be his main office or branch thereof; provided, you notify the seller in writing at this main office or branch, by ordinary mail posted, by telegram sent or by delivery, not later than midnight of the third business day following a purchase under this Agreement. (6) Residents of WA: You may cancel any purchases made under this charge Agreement if the seller or his representative solicited in person such purchase, and you sign an Agreement for such purchase, at a place other than the seller's business address shown on the charge Agreement, by sending notice of such cancellation by certified mail receipt requested to the seller at his address shown on the charge Agreement, which notice shall be posted no later than midnight of the third day (excluding Sundays and holidays) following your signing of the purchase Agreement. If you choose to cancel this purchase, you must return or make available to seller at the place of delivery any merchandise, in its original condition, received by you under this purchase Agreement.

Notice: Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.



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 Atlanta, GA 30309
www.PurchasingPower.com
 Customer Care (888) 923-6236

RETAIL INSTALLMENT SALES CONTRACT

Buyer (hereafter, "you" and "your"), may buy the products and/or services described below for cash overtime or for cash in one payment. The cash price is shown below in the Invoice and in the Federal Truth in Lending Disclosures as the Total Sales Price. By signing this retail installment sales contract (the "Agreement" or "Contract"), you choose to buy the products and/or services on an installment basis as described in this Agreement. You promise to pay Purchasing Power (hereafter, together with any assignee of this Agreement, called "assignee," also called "we," "us" and "our") the Total Sale Price shown below as outlined in the Payment Schedule below, and any other charges in this Agreement. The Federal Truth in Lending Disclosures below the invoice constitute part of this Agreement.

INVOICE

Order Date: 4/1/2017
 Order Number: 1418

Item Name	Quantity	Item Price
Serta Pellington Queen Super Pillowtop Mattress SKU: 368	1	\$999.00
		Subtotal: \$999.00
		Order Total: \$999.00
		Shipping: \$55.00
		Sales Tax: \$30.57
		Deposit: Total Amount: \$0.00
		\$1,084.57
		Total Amount Financed: \$1,084.46

The product identification name and/or model number delivered may be different from the product ordered due to manufacturer/supplier product availability and changes in product lines. However, any product delivered will meet or exceed the specifications of the model ordered.



FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total Of Payments The amount you will have paid when you have made all scheduled payments.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$0.00
0.0 %	\$0.00	\$1,084.46	\$1,084.46	\$1,084.46

Payment Schedule

Number of Payments	Amount of Each Payment	When Payments Are Due:
26	\$41.71	BI-WEEKLY Starting 5/3/2017, or your next pay date thereafter.

Prepayment: If you pay off your debt early, there will be no penalty.

Security: You are giving us a Security Interest in the goods being purchased.

Please read the Agreement for additional information on Non-Payment, Default, and our right to require repayment of your debt in full before the scheduled maturity date.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Price	\$1,084.57
Order Total	\$999.00
Shipping	\$55.00
Sales Tax	\$30.57
Electronic Waste Recycling Fee	\$0.00
Tire Waste Fee	\$0.00
Total Cash Price	\$1,084.57
2. Total Down Payment	\$0.00
3. Unpaid Balance of Cash Price (1-2)	\$1,084.57
4. Amount Financed	\$1,084.46



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MERCHANDISE ORDER FORM / RETAIL INSTALLMENT SALES AGREEMENT

ORDER INFORMATION

Name:	Test Jordan	Employer:	JACKSON STEINEM & CO
SSN:	XXX-XX-0000	Employment Status:	FULL TIME
Home Phone:	(404) 609-5100	Work Phone:	(404) 609-5129
Mobile Phone:	Not Available	Date of Hire:	6/5/1990
Fax Phone:	Not Available	Pay Frequency:	BI-WEEKLY
Email Address:	hchtest1@ppc.com	Ship To Name:	Test Jordan
Billing Address:	1349 West Peachtree St NW #1100 ATLANTA, Atlanta 30080	Shipping Address:	1349 West Peachtree St NW #1100 ATLANTA, GA 30080
Additional Information:			
Tenure Eligibility Requirement: 12 months			
Salary Eligibility Requirement: \$16,000 per year			
Term of Agreement: 12 months from the start of this Agreement			

See the Contract below for other important terms and conditions.

In the Purchasing Power Retail Installment Sales Contract/Retail Installment Sales Agreement ("Contract" or "Agreement") the words "you" and "your" refer to any person who signs this Agreement ("Buyer"). The words "we", "us", "our" and "ourselves" refer to Purchasing Power, LLC or its assignees.

- Promise to Pay.** In return for delivering the purchased goods and/or services (your "Account"), you agree to pay us for the entire amount of the purchase (the "Total Sale Price" as disclosed in the **FEDERAL TRUTH-IN-LENDING DISCLOSURES**, as well as any/all other authorized fees and charges, as mentioned below , according to the terms of this Agreement.
- When Effective.** Your signature to this Agreement is your consent to the terms of this Agreement and acknowledgement of delivery of a copy of this Agreement to you. Therefore, before you sign this Agreement, you should read this entire Agreement, which includes terms and conditions relating to the voluntary payroll deduction program and shopping services as well as the **FEDERAL TRUTH-IN-LENDING DISCLOSURES**. This Agreement will become effective immediately upon your delivery to us of the Agreement, via the internet with the necessary signature consenting to all the terms contained in the Agreement.
- Prepayment.** You may pay off the balance owed under this Agreement at any time during the payment schedule without penalty.
- Certifications and Representations.** You certify and represent the following: a) that you meet the tenure eligibility requirement listed in the "Additional Information" section above; b) that you have not submitted your resignation nor elected to retire and you do not anticipate resigning or retiring for at least twelve months; c) that you meet the salary eligibility requirement listed in the "Additional Information" section above; d) that you are currently, actively employed, receiving your full salary, and not on an authorized unpaid leave of absence; and e) that you are not presently the subject of any court-ordered garnishments or other legal impediments that will adversely affect your ability to make the payments described in this Agreement through payroll deduction. If you are the subject of court-ordered garnishments, you agree to submit a copy of your last pay stub to us for review prior to our placing the order for your product and you understand that we reserve the sole right to determine whether we will enter into this Agreement with you for your purchase based upon our evaluation of your ability to make payments. If you are presently in bankruptcy, you agree to submit confirmation to us that your payroll deduction is authorized by the Bankruptcy Court, such as a letter from the payroll department stating that it will honor the deduction.
- Time of Delivery.** You acknowledge that the products purchased herein will be ordered and shipped directly to you by the supplier. Purchasing Power will make every effort to ensure that your product(s) is shipped before the second deduction is taken from your paycheck, but you further acknowledge and agree that payment deductions may be taken prior to shipping or receipt of your product(s).
- Method of Delivery.** The product will only be delivered to the address listed in the "Additional Information" section above. If a signature is required upon delivery, you should make sure that someone over the age of 18 will be available to sign for the product. Items that require freight delivery are limited to the contiguous 48 United States; at freight carrier discretion inside delivery may not be available in your area. You agree that as long as the shipper delivers the product to the address requested and someone who works at that location or lives at that address signs for the product, we will have met the obligation of delivery and you agree to be responsible for collecting the product from the signer. If you are unable to arrange for a signature upon delivery, you are responsible for coordinating alternative shipping arrangements. The nearest UPS, FedEx or other carrier package center may be chosen as the delivery location for pickup, but if the product is returned to the supplier due to delivery problems, you will be responsible for any additional charges. Missing Items: If you are missing product, you have up to 45 days after accepting this Agreement to initiate a Missing Item claim with our Customer Service. After that time, we cannot guarantee that the supplier or shipper will be able to locate Missing Items. In the event that you fail to file a claim within 45 days, you will still be financially responsible for paying for any Missing Items.
- Authorization of Payroll Deduction/Revocation.** You voluntarily authorize and direct your employer to take payroll deductions from your paychecks in accordance with the payment schedule disclosed in the **FEDERAL TRUTH-IN-LENDING DISCLOSURES**, and each payment in the payment schedule in the **FEDERAL TRUTH-IN-LENDING DISCLOSURES** will be paid to Purchasing Power. You may cancel or revoke the authorization for payroll deductions at any time and remain responsible for making payments for any outstanding balance via Backup Payment Method until paid in full.
- Explanation of Payments.** Your payment for your purchase shall be deducted from each pay check, following order processing. The actual deduction amount per pay period shall be determined by the frequency of your payroll schedule. In the event that the pay frequency selected on the website, at the time of program registration, is incorrect, the customer acknowledges that deductions may not be the same as reflected in this Agreement. In each case, however, the aggregate total of all the payments for the purchase will be the same. Your payments will begin with your next payroll date, or as soon thereafter as the payment can be initiated with your employer.



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9. **Application of Payments.** Unless otherwise required by the state in which you live, all payments received by Purchasing Power will be applied to the oldest installment due. If you have more than one Agreement with Purchasing Power, your account will be handled in total, and all payments received will be applied to the oldest installment due without preference to a specific Agreement. In the event a payment is received by Purchasing Power that is more than the scheduled payment amount due for the period when it is received, Purchasing Power will apply that payment to future installments. No refunds related to overpayments shall be authorized if any amounts are outstanding on any of your Agreements with Purchasing Power.
10. **Payment After Completion of Employment.** You agree that if there is any balance due hereunder after you have received your last paycheck upon any termination of your employment, you will pay the remaining balance directly to Purchasing Power. Following termination of employment, Purchasing Power will make reasonable efforts to contact you to establish alternative payment arrangements to pay the remaining balance.
11. **Default.** You acknowledge and agree that a failure to pay under this Agreement after Purchasing Power makes reasonable efforts to contact you to establish alternative payment arrangements is a "Default" under the terms of this Agreement. You further acknowledge and agree that upon the occurrence of a Default, and subject to your Right to Cure, if applicable, Purchasing Power may, at its option and after notice to you at the address provided herein, declare the Total Sale Price plus any authorized fees or charges to be immediately due and payable ("Notice of Acceleration"). You further agree that after Default, Notice of Acceleration and reasonable collection efforts, Purchasing Power may cancel any remaining extended warranty period on your product and, where applicable, apply any funds refunded on the cancelled warranty as a credit to your Account.
12. **Backup Payment Method.** If a Backup Payment Method was provided as part of this transaction, then in the event of any Default, and subject to any required notice and your right to cure, if applicable, you voluntarily agree and authorize Purchasing Power to either debit your bank account for the past-due amount owed or charge the past-due amount owed to the credit card you provided to us, in one payment and/or recurring payments. After a Default and Notice of Acceleration, you agree and acknowledge that Purchasing Power may, at its option, and to the extent permitted by law, either debit or charge the Total Sale Price plus any authorized fees or charges due (or portion thereof) until such time as the indebtedness is fully satisfied. **YOU MAY WITHDRAW THIS AUTHORIZATION FOR A BACKUP PAYMENT METHOD AT ANY TIME BY CONTACTING US AT (888) 923-6236.**
13. **Attorneys Fees and Collection Costs.** If you fail to pay as agreed and default pursuant to Section 10, we may take legal action against you. If legal action is necessary to enforce the Agreement or to collect amounts that you may owe, you will be responsible for the reasonable costs incurred in realizing on our security interest, after default and referral to an attorney who is not a salaried employee of Purchasing Power, including court costs and reasonable attorneys' fees, as permitted by law.
14. **Payment Adjustments.** You understand that at the time we entered into this Agreement with you, we intended that you would pay us over the term of the Agreement as shown in the payment schedule in the **FEDERAL TRUTH-IN-LENDING DISCLOSURES**. You understand and agree that the amount of your payroll deduction may be adjusted upward to cover any past due amount resulting from an absence or other failure to pay/collect so that the Total Sale Price will be paid within the payment schedule as disclosed in the **FEDERAL TRUTH-IN-LENDING DISCLOSURES** in this Agreement. Except as provided to catch-up past due amounts, Purchasing Power will not increase the payment amount unless a Default occurs and Notice of Acceleration is provided as described in Section 11.
15. **Right of Refusal.** We reserve the right to refuse to fulfill your order.
16. **Alternative Payments.** In the event that you are unable to work for an extended period of time due to a Worker's Compensation claim or other legally qualified leave of absence and do not receive a regular paycheck, you agree to promptly notify Purchasing Power and make alternative payment arrangements to make your payments during such time that you are not receiving a regular paycheck. You agree to contact us at (888) 923-6236, to discuss the available payment options with us. You hereby acknowledge that you will be liable for the Total Sale Price plus any authorized fees or charges, and that you will promptly pay the past due balance upon returning to work. You further acknowledge that if you fail to notify us of your leave of absence and you fail to make a payment for more than thirty (30) days, Purchasing Power may declare you in Default under Section 11.
17. **Security Interest.** To secure your obligations to us under this Agreement, we retain a Purchase Money Security Interest under the Uniform Commercial Code in the product until the Total Sale Price plus any authorized fees or charges is paid in full, to the extent permitted by law.
18. **Credit Authorization.** You authorize us to verify/collect credit data concerning you from any authorized credit reporting agency and you understand that Purchasing Power may verify and/or collect such data and/or report your payment history to any credit bureau. Upon your request, we will tell you whether or not a credit report was requested and the name and address of any consumer credit reporting agency that furnished the report. You also authorize us to report your performance under this Agreement to credit bureaus and others who may properly receive such information.
19. **Governing Law. You agree this Agreement is governed by applicable federal law and Georgia law, even if you do not reside in Georgia.**
20. **Return Policy.** Purchasing Power's Return Policy can be found on its website at <https://www.purchasingpower.com/support/cancellationsandreturns> and in the Order Details incorporated by reference into this Agreement, and you hereby agree to our Return Policy. If you notify us that you are returning and/or exchanging some or all of the product, and you receive replacement product and fail to return the original product to Purchasing Power, then You will be obligated to pay for all products delivered to you.
21. **Learning Solutions Cancellations.** In the event you cancel or withdraw from Penn Foster College, Penn Foster High School or Penn Foster Career School, a refund of your purchase price will be provided as follows: a) If you cancel within thirty (30) days after your order is processed, you will receive a full refund, b) If you cancel after thirty (30) days, but before submitting a completed assignment, you will receive a refund less 15% of the purchase price for a Career or High School program or less 20% for a Degree semester, c) If you cancel after completing at least one assignment and up to and including 10% of the semester or program, you will receive a refund less an additional 10% of the purchase price, d) If you cancel after 10% and up to and including 25% of the semester or program, you will receive a refund less an additional 25% of the purchase price, e) If you cancel after 25% and up to and including 50% of the semester or program, you will receive a refund less an additional 50% of the purchase price, f) If you cancel after completing 50% of the semester/program, you will not receive a refund. No refund will be made after 12 months for Degree semesters, 15 months for Career programs, or 18 months for the High School program.
22. **Vacation Packages Cancellations:** Once you receive your Purchasing Power Vacation Packages order, you have 30 days in which to cancel your order provided you have not used your Vacation Package certificates to book a vacation or redeemed any package specific gift cards that may be included with certain Vacation Packages product offerings. To cancel, notify Purchasing Power customer service and then return all unused certificates and gift cards if applicable, to the address provided to you by customer service. Upon receipt of the unused certificate(s) and applicable gift cards we can process your order cancellation. If your certificate has already been used or a gift cards redeemed, then this cancellation option is not available.
23. **Returned Check/Failed Credit Transaction Charge.** If any check, instrument or electronic authorization used to pay the amount you owe under this Agreement is not honored upon first presentment, even if the check, instrument or electronic authorization is later honored, we may charge you a returned check fee of \$25, or a lower fee as permitted by state law. You agree that we may add this fee to the outstanding balance of your Account.



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24. **No Waiver By Us.** We reserve the right to delay or refrain from enforcing any of our rights under this Agreement without losing them. For example, we can extend the time for making certain payments without extending others or we can accept late or partial payments without waiving our right to have future payments made when they are due.
25. **Entire Agreement.** This Agreement and all of the documents you received along with this Agreement, including the Authorization, the Order Details, and the **FEDERAL TRUTH-IN-LENDING DISCLOSURES**, represents the entire Agreement between you and us regarding the subject matter hereof and supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between us with respect to your purchase. The Purchasing Power Privacy Notice is also incorporated by reference into this Agreement. There shall be no amendment to this Agreement unless the amendment is in writing and signed by both you and us.
26. **WAIVER OF JURY TRIAL AND ARBITRATION CLAUSE (the "Clause"). IMPORTANT:** You give up your rights to a jury trial and to file a class action law suit. Read this Clause carefully before you agree to it.

In this Clause, "we," "our," and "us" mean Purchasing Power ("Seller"), anyone we assign the Contract to, or their employees, agents or assignees, or any third party providing Products or Services in connection with the origination, servicing and collection of money owed under the Contract if the third party is named as a party in a Dispute. "You" means the Buyer(s) and/or cosigners. "Contract" means any contract between you and us for the sale of Products or Services. "Dispute" includes any disagreement, controversy or claim between you and us related to:

- advertising for the Products or Services;
- the Contract;
- sale of any Products or Services included in the Contract;
- delivery, set-up, or quality of the Products or Services purchased under the Contract; or • any default under the Contract or collection of money you owe us under the Contract.

"Dispute" has the broadest meaning possible and includes contract claims, tort claims, violations of laws or regulations, or any other legal theories. "Dispute" does not include a claim that federal or state law says you and we cannot arbitrate.

With limited exceptions, you and we agree to binding arbitration instead of litigation to fully settle Disputes. Either you or we may request arbitration of any Dispute. Arbitration is a way to settle Disputes before a neutral person, instead of going to court and having a judge or jury settle them. If you or we elect arbitration, this Clause applies and describes how you and us will arbitrate a Dispute. You may hire a lawyer to represent you in arbitration. We encourage you to hire a lawyer. You will pay your own attorneys' fees and expenses, such as witness and expert witness fees.

Both you and we retain the right to sue in a small claims court for Disputes within the court's jurisdiction. If a demand for arbitration of a counterclaim is made in a small claims court, the entire Dispute is subject to binding arbitration under this Clause. The start and maintenance of any action in a small claims court does not waive the right to submit a Dispute to arbitration. Arbitration will apply to any counterclaim asserted in any small claims court action and Disputes arising from small claims court actions.

If a party requests arbitration under this Clause, this Clause also applies to any required or optional claim or counterclaim the other party may have against the requesting party. A party who does not raise such claims in the arbitration waives them in any subsequent arbitration or court action. Any appeal of a small claims court judgment will be resolved de novo (starting from the beginning, or a new review) by binding arbitration under this Clause. All statutes of limitation (the time established by law to file a law suit) that otherwise would apply to a court action apply in arbitration.

You may select the arbitration organization to conduct the arbitration. You may choose the [American Arbitration Association](http://www.AmericanArbitrationAssociation.com) (1-800-778-7879), [JAMS](http://www.JAMSadr.com) (1-800-352-5267), or any other arbitration organization that we approve. The arbitration organization will apply its consumer rules in effect at the time of the arbitration.

We will pay the costs and fees involved in arbitration. We will also pay amounts the arbitrator says we must pay to ensure that we can enforce this Clause. The arbitrator may only impose fees and costs permitted under applicable law. In California, you have no obligation to pay fees and costs we incur if you do not prevail in the arbitration.

Arbitration will take place in the county where you live. The arbitrator will give you and us notice of the arbitration time, date and location. You and we agree to exchange non-privileged information connected to the Dispute (evidentiary discovery). You can seek all remedies you have under applicable federal, state or local laws in arbitration. The arbitrator's decision is final and binding on all parties, but you or we may appeal the decision as permitted by the Governing Law.

Either you or us may enter a judgment on the arbitration award in any court with jurisdiction.

If there is any other agreement to arbitrate claims or disputes that conflicts with this Clause, only this Clause governs all Disputes between you and us. If any part of this Clause, other than the Representative Action Waiver, is invalid or unenforceable under the Governing Law, the invalid or unenforceable provision is inapplicable and omitted and the rest of this Clause is enforceable. If the Representative Action Waiver is invalid or unenforceable, the entire Clause is unenforceable.

This Clause binds and benefits you and us, each of our respective heirs, successors and assignees, and related third parties. This Clause continues in full force and effect even if you pay what you owe us or discharge what you owe us through bankruptcy. This Clause survives any termination, amendment, expiration or performance of any transaction between you and us.

Jury Trial Waiver: You and we voluntarily and knowingly waive any right to a jury trial.

Representative Action Waiver: You and we agree to arbitrate all Disputes on an individual basis. This Clause prohibits Representative Actions, such as class actions, group actions or private attorney general actions. **UNDER NO CIRCUMSTANCE WILL THE ARBITRATOR CONDUCT CLASS ARBITRATION. THE ARBITRATOR WILL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

Governing Law: The Federal Arbitration Act ("FAA") governs this Clause. If a final, non-appealable judgment of a court having jurisdiction over the Contract finds, for any reason, that the FAA does not apply, the arbitration law of Georgia governs the Clause.

You Can Reject this Clause: If you do not want this Clause to apply to the Agreement, you may reject it. Mail us a notice to Purchasing Power, 1375 Peachtree St NE Ste 500, Atlanta, GA 30309-3109 that describes the Agreement and tell us that you reject this Clause. A rejection notice is effective only if you it and it is postmarked 14 days or less after the Agreement date. Rejection of this Clause does not affect any other provision or the status of the Agreement. If you do not reject this Clause within the 14-day period, the Clause is effective as of the Agreement date.

Acknowledgement: By signing this Agreement, you agree that you give up your right to:



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- HAVE A TRIAL BY JURY TO SETTLE DISPUTES;
- HAVE A COURT, OTHER THAN A SMALL CLAIMS COURT, RESOLVE DISPUTES; and
- SERVE AS A CLASS ACTION REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS, IN DISPUTES.

27. State Law Notices.

Arizona Residents: Arizona exempts certain personal property from process. However, Arizona excludes personal property given as a Security Interest from this exemption, if the creditor provides notice such as the following: Buyer acknowledges that the product is subject to a Security Interest. NOTICE: BY GIVING US A SECURITY INTEREST IN THE PRODUCT DESCRIBED, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM THE PRODUCT EXEMPT FROM LEGAL PROCESS.

Iowa Residents: IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

Maryland Residents: You agree that all credit is extended to you from Georgia. You also agree that this Agreement is governed only by applicable federal and to the extent permitted by Georgia law, even if you do not reside in Georgia. Matters not governed by Georgia law and federal law will be governed by the law of the Maryland, particularly Title 12, Subtitle 10 of the Maryland Commercial Law Article.

Missouri Residents: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

New Jersey Residents: This contract is used for residents in multiple states, and certain provisions may be void, unenforceable or inapplicable to residents in states other than New Jersey. None of these provisions are void, unenforceable or inapplicable to New Jersey residents. However, if you reside in New Jersey, attorney's fees are limited to 20% of the first \$500.00 and 10% on any excess of the amount due and payable under such contract or account when referred to an attorney, not a salaried employee of the holder of the contract or account, for collection. Bad check charges are also limited to \$20.

New York Residents: New York residents may contact the New York State Banking Department at 800-518-8866 to obtain a comparative listing of credit card rates, fees, and grace periods.

OHIO RESIDENTS: THE OHIO LAWS AGAINST DISCRIMINATION REQUIRE THAT ALL CREDITORS MAKE CREDIT EQUALLY AVAILABLE TO ALL CREDITWORTHY CUSTOMERS AND THAT CREDIT REPORTING AGENCIES MAINTAIN SEPARATE CREDIT HISTORIES ON EACH INDIVIDUAL UPON REQUEST. THE OHIO CIVIL RIGHTS COMMISSION ADMINISTERS COMPLIANCE WITH THIS LAW.

Utah Residents: As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Wisconsin Residents: If you are married and are applying for an Individual Account, combine your and your spouse's financial information. Marital Agreement Notice - No provision of a marital property Agreement, unilateral statement under Sec. 766.59 Wis. Stats., or court decree under Sec. 766.70 Wis. Stats., will adversely affect our rights unless we are furnished a copy of the Agreement, statement or decree, or we have actual knowledge of its terms, before credit is granted or the account is opened.

NOTICE TO BUYER: (1) Do not sign this Agreement before you read all of its pages or if it contains any blank spaces to be filled in. (2) You are entitled to an exact, completely filled-in copy of the Agreement you sign and you agree that you received an exact, completely filled-in copy of the Agreement. (3) Under the law, you have the right to prepay the full amount due under this Agreement at any time. Keep this Agreement to protect your legal rights. (4) If you desire to pay off in advance the full amount due, the amount which is outstanding will be furnished upon request.

ACKNOWLEDGEMENT: Your signature to this Agreement is your consent to the terms of this Agreement and acknowledgement of delivery of a copy of this Agreement to you. Therefore, before you sign this Agreement, you should read this entire Agreement, which includes terms and conditions relating to payroll deduction and backup payment as well as the FEDERAL TRUTH-IN-LENDING DISCLOSURES. This Agreement will become effective immediately upon your electronic signature of the Agreement via the internet with the necessary signature consenting to all the terms contained in the Agreement. You acknowledge that you received a legible copy of the Agreement.

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.



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PRIVACY STATEMENT

Rev. March 2017

FACTS	WHAT DOES PURCHASING POWER DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • Account balances and payment history • Credit history and credit scores 	
How?	All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reason Purchasing Power chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Purchasing Power share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliate s'e everyday business purposes information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share
Questions?	Call 888-923-6236	
Rev. Dec. 2011		
Who we are		
Who is providing this notice?	Purchasing Power	



**PURCHASING
POWER**



1349 West Peachtree Street Suite 1100
Atlanta, GA 30309
www.PurchasingPower.com
Customer Care (888) 923-6236

What we do	
How does Purchasing Power protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Purchasing Power collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • open an account or give us your contact information • pay your bills or provide account information • pay us by check <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p> <p>Once you have registered with us, we will never ask you for your username, password, or password retrieval information.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for non-affiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Non-affiliates- to offer our products and services to you	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • Purchasing Power does not share with non-affiliates for purposes of marketing.
Joint marketing- to offer our products and services to you	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Our joint marketing partners include financial companies.
Other important information	
<p>California Residents Only: Purchasing Power does not share your personal information with affiliates. Purchasing Power does not share your personal information for joint marketing with other financial companies.</p> <p>Vermont Residents Only: Except with the authorization or consent of the Vermont resident, Purchasing Power will not share among its affiliates information we receive from customer application materials, consumer reports and information we receive from others about Vermont residents.</p>	



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ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT

WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT. Arbitration is a process by which persons with a dispute: (a) give up their rights to file a law suit and proceed in court to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third party (an "arbitrator") for a decision. The arbitrator will issue a decision resolving the dispute. The arbitrator's decision is final and binding upon the parties, and may be enforced as a court judgment. A court rarely overturns an arbitrator's decision.

YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. For purposes of this Agreement, the words "dispute" and "disputes" are given the broadest possible meaning and include without limitation: (a) all federal or state law or constitutional claims, arising from or relating directly or indirectly to the Application, this Agreement (including the arbitration provisions and the fees charged), or any prior Agreement or Agreements between you and us; all counterclaims, cross-claims and third-party claims; all common law claims; all claims asserted by us against you; all claims asserted by you individually or as a private attorney general, as a representative and/or member of a class of persons, or in any other representative capacity; against us and/or any of our members, employees, agents, managers, officers, shareholders, directors, parents or affiliated entities (collectively referred to as "related third parties").
2. Except as provided in Paragraph 4 below, all disputes, including the validity of the arbitration provisions, shall be resolved by binding arbitration. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a law suit has been filed. Regardless of who demands arbitration, you may select any of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>, J.A.M.S./Endispute (1-800-626-5267) <http://www.jamsadr.com>, or any other organization you choose subject to our approval. The party receiving notice of arbitration must respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected. If we or a third party demand arbitration, you must notify us within twenty (20) days in writing, by certified mail return receipt requested, of the arbitration organization you have selected. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Agreement, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.
3. If you demand arbitration, then at your request we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"), to the extent such exceed the court costs you would have incurred if you had filed the dispute in a state court with jurisdiction. If related third parties or we demand arbitration, then at your written request we will advance your portion of the Arbitration Fees. Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. If either we, or one or more related third party, demands arbitration, then, at your written request, we will advance your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees previously paid. **THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION. THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.** The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act ("FAA"), and applicable statutes of limitation. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator's award may be filed with any court having jurisdiction.
4. All parties shall retain the right to proceed in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any complaint, counter-claim, third party complaint, class action, or any other dispute which cannot be resolved within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved *de novo* by binding arbitration.
5. **You acknowledge and agree that by entering into this Agreement:**
 - a. YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
 - b. YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and
 - c. **YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.**
6. Our agreement to arbitrate is made pursuant to the FAA, because the transaction evidenced by this Agreement involves interstate commerce. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of the State of Georgia.
7. This **WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT** is binding upon and benefits you and us, each of our respective heirs, successors and assignees, and related third parties. This arbitration provision continues in full force and effect even if your obligations have been paid or discharged through bankruptcy. This arbitration provision survives any termination, amendment, expiration or performance of any transaction between you and us. If any of this **WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT** is held invalid, the remainder shall remain in effect.
8. You may opt out of this arbitration agreement by sending us notice of your election to opt out at 1349 West Peachtree Street Suite 1100, Atlanta GA 30309-3109 no later than ten (10) days after the date of this Agreement.