

## CONSENT FOR USE OF ELECTRONIC RECORDS AND SIGNATURES

Please read this information carefully and print or store a copy for future reference.

**Description of Disclosures and Consent** You understand and agree that you are applying through this website for a closed-end loan to be made by Celtic Bank, a Utah industrial bank, located at 268 South State Street, Suite 300, Salt Lake City, UT 84111. In this Consent for Use of Electronic Records and Signatures, the words "we," "us," and "our" mean Celtic Bank, its successors and any subsequent holder or assignee of loans made by Celtic Bank, as well as any designated service provider to Celtic Bank, its successors and any subsequent holder or assignee of loans made by Celtic Bank.

You are entitled to receive certain disclosures if you apply for and obtain this closed-end loan (the "Loan"), including disclosures related to: (i) our response to your Loan application; (ii) any authorization or instructions you may give us, your employer, and your financial institution about the disbursement and repayment of your Loan; (iii) our explanation about how nonpublic personal information about you may be collected, shared and used by us and other parties; (iv) the promissory note that explains your rights and responsibilities in connection with the Loan, including but not limited to the promise to pay the Loan and the Arbitration Provision contained in the promissory note; and (v) the servicing and collection of any Loan you receive (collectively, the "Disclosures").

To apply for and obtain this Loan, your consent to use and accept certain signatures, records, and Disclosures in electronic form is required. This consent applies to the Disclosures, any application you submit for a Loan, and any Loan made to you. For services you receive through this website, we may provide Disclosures to you directly through the website, we may send Disclosures to you at the most recent email address we maintain for you in our records, or both.

### Certification of Information

You certify that all information in your application for a Loan made by Celtic Bank is true, correct, complete and given for the purpose of obtaining the Loan. You understand and agree that we may obtain consumer credit reports about you as permitted by law in connection with originating, reviewing, collecting, and servicing the Loan. You authorize us to verify information in your application with an employer, financial institution, or a third party that can verify such information, and authorize those parties to disclose information at our request to verify this information and as otherwise permitted by law and any Loan agreement between you and us. Our Privacy Policy explains how your nonpublic personal information may be used and shared and explains your privacy rights. Please review this notice for more details.

### Paper Copies of Disclosures

If you consent to the electronic delivery of the Disclosures, you may print a paper copy of those Disclosures. You may also receive a paper copy of any Disclosure provided to you electronically by writing to Celtic Bank, c/o FinFit Ops, LLC, 272 Bendix Road, Suite 525, Virginia Beach, VA 23452 or by calling toll-free at (888) 928-7248. There is no fee for paper copies of these Disclosures.

### Withdrawing Consent to Electronic Delivery

You may withhold your consent for electronic delivery of the Disclosures by exiting this website without completing and submitting your Loan application. If you withhold your consent for electronic delivery of the Disclosures, you cannot apply for the Loan through this website. If at any time after you obtain a Loan, you wish to withdraw your consent for electronic delivery of Disclosures, you may do so by sending your request in writing to Celtic Bank, c/o FinFit Ops, LLC, 272 Bendix Road, Suite 525, Virginia Beach, VA 23452 or by calling toll-free at (888) 928-7248. If you decide to withdraw your consent for electronic delivery of Disclosures, any and all prior electronic Disclosures and records will remain legally effective, valid, and enforceable.

### Hardware and Software Requirements

To access, electronically sign and keep Disclosures that are provided to you electronically, you will need a working computer or other mobile device that provides you with secure access to the Internet and an Internet software browser program that supports at least 128-bit encryption, such as Microsoft® Internet Explorer, Netscape® or Mozilla® Firefox. To read some Disclosures, you will need the ability to view HyperText Markup Language (HTML) files and you may need a PDF (Portable Document Form) file reader, such as Acrobat Reader Xpdf® or Foxit®. If these requirements change while you are maintaining an active relationship with us, and the change creates a material risk that you may be unable to receive Disclosures electronically, we will notify you of these changes. You will need a printer or long-term storage device, such as your computer's disk drive, to keep or print a copy of the Disclosures for future reference. You must be able to read and receive our email messages at a valid and working email address that contain Disclosures and information about the Loan. We will contact you using your last known email address. To contact us with questions about hardware and software requirements, please contact us by writing to Celtic Bank, c/o FinFit Ops, LLC, 272 Bendix Road, Suite 525, Virginia Beach, VA 23452 or by calling toll-free at (888) 928-7248.

To verify that you have the necessary hardware and software, try to save or print a copy of this screen. If what you save or print looks like what you see on the screen, you have the necessary hardware and software. By giving your consent below, you are confirming that you have access to the necessary hardware and software and that you are able to receive, open, and print or keep the Disclosures for your records.

### **Updating Email Address**

You are responsible for informing us about your current email address so we can communicate with you electronically. If you provide us with an email address in your Loan application, you should notify us of changes in such address by writing to Celtic Bank, c/o FinFit Ops, LLC, 272 Bendix Road, Suite 525, Virginia Beach, VA 23452 or by calling toll-free at (888) 928-7248. If we send Disclosures to you electronically but you do not receive them because your email address on file is incorrect, out of date, blocked by your service provider or for other reasons outside our control, you understand and agree that we will be deemed to have provided the Disclosures to you if we send those Disclosures to you at your last known email address. Please confirm that your spam filter does not block or re-route the email messages we send to you.

## **CONSENT AND ACKNOWLEDGEMENT**

Please read this information carefully and print or save a copy for future reference.

**By providing your User Name and Password and checking the “Yes, I consent to electronic disclosures and the use of electronic signatures” box below: (i) you acknowledge that you are able to and did receive, read and understand this Consent for Use of Electronic Records and Signatures, our Privacy Policy, and the disclosures made with your Loan application; and (ii) you consent to use and accept electronic signatures with the same force and effect as a manual signature, records, and Disclosures described in this notice, when those Disclosures are made through this website, the email address provided in your application, and any updated email address you provide using the procedures described above.**

Yes, I consent to the use of electronic records and electronic signatures.

No, I do not consent to the use of electronic records and electronic signatures or I do not have the hardware or software needed to complete this transaction electronically. I understand that I may be unable to obtain a loan from Celtic Bank if I check this box.

Laura Hines

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Signature

7/16/2024

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Date

# PROMISSORY NOTE AND DISCLOSURE STATEMENT

<b>Lender</b> Celtic Bank, a Utah industrial bank, 268 South State Street, Suite 300, Salt Lake City, UT 84111	<b>Date</b> 7/17/2024	<b>Loan No.</b> 603172
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<b>Borrower Information</b> Name: <b>Laura Hines</b> Address: <b>11201 Mistyhollow Rd Midlothian, VA 23112</b> SSN: <b>xxx-xx-8330</b>
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## Truth in Lending Act Disclosures

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.  <b>71.60%</b>	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.  <b>\$84.50</b>	Amount Financed The amount of credit provided to you or on your behalf.  <b>\$500.00</b>	Total of Payments The amount you will have paid after you have made all payments as scheduled.  <b>\$584.50</b>
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<b>Your Payment Schedule will be:</b>		
<b>Number of Payments</b>	<b>Amount of Payments</b>	<b>When Payments are Due</b>
9	\$58.45	BI-WEEKLY beginning 8/5/2024
1	\$58.45	12/9/2024

**Late Charge:** If a payment is late by 10 days or more, you will be charged \$10.00 or 5% of the unpaid amount of the scheduled payment, whichever is less.

**Prepayment:** If you pay off early, you will not have to pay a penalty and you may be entitled to a refund of part of the prepaid finance charge.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

"e" means an estimate

(1) Amount given to you		\$500.00
(2) Amount paid on your account	(+)	\$0.00
(3) Amount paid on your behalf to _____	(+)	\$0.00
(4) Administration and set up fee paid to FinFit Ops, LLC	(+)	\$25.00
(5) Loan origination fee	(+)	\$43.48
(6) Principal Balance (1 + 2 + 3 + 4 + 5 = 6)	(=)	\$568.48
(7) Prepaid finance charge	(-)	\$68.48
(8) Amount Financed (6 - 7 = 8)	(=)	\$500.00

**1. DEFINITIONS.** In this Promissory Note and Disclosure Statement ("Agreement"), the words "you" and "your" mean each borrower who signs the Agreement. The words "we," "us" and "our" mean Celtic Bank, a Utah industrial bank, its successors and any subsequent holder or assignee of the Agreement, as well as any designated service provider to Celtic Bank, its successors and any subsequent holder or assignee of the Agreement.

**2. PROMISE TO PAY.** You promise to pay to us, in immediately available United States currency, the Principal Balance shown in the *Itemization of Amount Financed*, plus periodic rate **FINANCE CHARGES** ("interest") accruing at the rate of twelve point fifty percent(12.50%) per year on the unpaid Principal Balance of your loan until all amounts due under this Agreement are paid in full. Interest will be calculated on a daily simple interest basis based on the outstanding Principal Balance each day during the term of the Agreement. The daily interest rate will equal the annual interest rate divided by 365. The interest rate in the Agreement will be used to calculate interest during the entire term of the Agreement and, except as prohibited by applicable law, following the maturity of or any default under the Agreement. The total **FINANCE CHARGES** you pay in connection with this Agreement may vary, if you make payments before or after their scheduled due dates. You promise to make payments to us in the number, amounts, and times shown in the Payment Schedule for this Agreement. You promise to make payments to us at the following address or any different address we may provide after the date of this Agreement: Celtic Bank, c/o FinFit Ops, LLC, Attn: Payment Processing, 272 Bendix Road, Suite 525, Virginia Beach, VA 23452. All sums due under this Agreement must be paid without demand, notice, or claim of set off. You also agree to pay the additional fees, charges, and amounts according to the terms and conditions of this Agreement, including but not limited to the loan origination fee (a **FINANCE CHARGES**) described in Section 4 below.

**3. LOAN ORIGATION FEE AND ADMINISTRATION AND SET UP FEE.** You agree to pay us the loan origination fee shown in the *Itemization of Amount Financed*. You understand and agree that the portion of this loan origination fee equal to five percent (5%) of the Principal Balance is non-refundable and fully earned when we make the loan. Any additional amount due for this loan origination fee is considered earned proportionally over the entire term of this Agreement and, if you prepay the Agreement in full before the date on which your last scheduled payment is due, we will rebate to you any unearned portion of this additional amount on a pro rata basis for the remaining term of the Agreement. You also agree to pay the third party administration fee shown in the *Itemization of Amount Financed*. You understand and agree the fees we pay to third parties in connection with setting up your loan are not subject to rebate, unless we become entitled to a rebate from the third party of any part of the fee following prepayment in full.

**4. PREPAYMENT.** You have the right to make payment in advance and in any amount on this Agreement at any time, without penalty. If you make a partial prepayment of the Agreement at any time, you understand that you must make payments after that in the amounts and at the times scheduled and required by the Agreement. If you pay the full amount due under the Agreement before the date on which your last scheduled payment is due, you understand and agree that the amounts we refund or rebate to you will be limited to the unearned portion of any charges that are considered earned proportionally over the entire term of the Agreement and subject to rebate under applicable law.

**5. LATE PAYMENT CHARGE.** If a payment is late by 10 days or more, you will be charged \$10.00 or 5% of the unpaid amount of the scheduled payment, whichever is less.

**6. RETURNED PAYMENT (NSF) CHARGE.** To the extent allowed by law, you agree to pay a \$15.00 service charge to us if a payment by check or other payment instrument is returned to us unsatisfied because you do not have an account with the depository institution or because you do not have sufficient funds in your deposit account or available credit with the depository institution.

**7. EVENTS OF DEFAULT; REMEDIES.** Except as limited by applicable law, you understand and agree that an event of default under this Agreement will occur if (a) you do not pay the full amount of any scheduled payment when it is due; (b) you exercise any unexpired right to cancel a transaction with a third party that administers and sets up the loan in the time and manner required by any such transaction; or (c) or if you do not keep any of your promises under this Agreement and we determine that the prospect of your payment or performance is significantly or materially impaired. If you live in Wisconsin, we may consider you to be in default under the Note if: (i) you have an amount outstanding in excess of one full payment for more than ten days after the due date; (ii) you fail to pay the first or last payment within 40 days after the due date; or (iii) you fail to observe any other material covenant of this Agreement, breach of which materially impairs your ability to pay amounts due under the Agreement. You agree that, in event of a default, we shall have the right to take any action and pursue any remedy permitted by law to collect the amount due, subject to any notices to which you may be entitled or rights you may have under applicable law. Our remedies are cumulative and we may pursue them in any order or combination we choose. Our remedies include, but are not limited to, our right to require you to make immediate payment of the entire unpaid balance due under the Agreement, after we give you any notice and wait any time period that may be required by applicable law. To the extent allowed by law, you agree to pay any reasonable attorney's fees we incur if we refer your account for collection by an attorney who is not our salaried employee.

**8. NOTICES; ADDRESS CHANGES.** Any notice we are required to provide under this Agreement or applicable law will be declared reasonable if sent to you at your address shown above by regular U.S. mail or if sent to you electronically in the manner authorized through any consent you provided for the use of electronic records. You must tell us at once if there is any change made to your mailing address or to the email address we use to send electronic communications to you about the Agreement. To notify us of these changes, you may write to us at Celtic Bank, c/o FinFit Ops, LLC, Attn: Customer Service, 272 Bendix Road, Suite 525, Virginia Beach, VA 23452; call us at (888) 928-7248; or notify us through the website where you obtained the loan and information about the loan ([www.FinFit.com](http://www.FinFit.com)).

**9. GOVERNING LAW.** You understand and agree that Celtic Bank is located in the State of Utah and that Celtic Bank has accepted this Agreement and made the loan evidenced by this Agreement from its offices in Utah. This Agreement shall be construed under and governed by the federal laws that apply to Celtic Bank and, to the extent not preempted by federal law, by the laws of the State of Utah, without regard to its conflicts of law provisions. Section 22 of the Agreement is governed by the Federal Arbitration Act and not by a state law governing arbitration.

**10. WARNING:** This loan is intended to address short-term, not long-term, credit needs. The loan is designed as a short-term cash flow solution and not designed as a solution for longer-term financial problems. Repeated or frequent use can create serious financial hardships. You should evaluate the costs and benefits of all alternatives before borrowing. Other forms of short-term credit that may be less expensive include a loan from another institution or from family or friends, a credit card cash advance, an account with overdraft protection, or a salary advance. Credit counseling services are available to consumers experiencing financial problems. We do not provide these services.

**11. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION.** The arbitration provision limits your right to file suit against us. By signing this Agreement, you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You agree that the information you provided to us before entering into this Agreement is accurate. You also warrant that you are not a debtor under any proceeding in bankruptcy and have no present intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You further acknowledge that you read, understand, and agree to all of the terms and conditions on all pages of this Agreement, including any debit authorization and Section 22 below entitled "WAIVER OF JURY TRIAL AND ARBITRATION PROVISION."

The arbitration provision, including the waiver of jury trial, does not apply to you if you are a member of the active military, or a spouse or dependent of a member of the active military, and your loan is subject to the provisions of the Military Lending Act, 10 U.S.C. § 987, and its implementing regulations, 32 C.F.R. § 232.1, et seq. ("MLA"). If you are protected by the MLA, by signing this Agreement you understand and agree that the waiver of jury trial and arbitration provision does not apply to you.

**12. WAIVER.** Unless applicable law or this Agreement provides otherwise, we are not required to: (a) demand payment of amounts due; (b) give notice that amounts due have not been paid, or have not been paid in the appropriate amount, time, or manner; or (c) give notice that we intend to make, or are making, this Agreement immediately due. Our failure to exercise any right or remedy available under this Agreement or applicable law shall not constitute a waiver of such right or remedy and shall not alter, reduce, or release your obligations to us under this Agreement.

**13. ENFORCEABILITY AND VALIDITY.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If a court or arbitrator decides that any part of the Agreement is invalid or unenforceable, you and we agree that the rest of the Agreement will remain binding and effective. The unenforceability or invalidity of any portion of this Agreement shall not make the remaining portions of the Agreement unenforceable or invalid.

**14. CUSTOMER INFORMATION, CHANGES AND VERIFICATIONS.** You must tell us at once if you change your name, address or employment. To notify us of these changes, you may write to us at Celtic Bank, c/o FinFit Ops, LLC, Attn: Customer Service, 272 Bendix Road, Suite 525, Virginia Beach, VA 23452; call us at (888) 928-7248; or notify us through the website where you obtained the loan and information about the loan ([www.FinFit.com](http://www.FinFit.com)). You agree to provide us with all financial information we need about you from time to time. You agree to respond promptly to any request we make for financial information about you. You agree to notify us of any changes in your income and/or employment. You authorize us to obtain consumer credit reports about you to review your request for credit and in the future to review, update, renew, collect, and service your Agreement and for other purposes permitted by law. We will, if you request, tell you whether we obtained a consumer credit report about you and tell you the name and address of any consumer reporting agency that provided the report. You agree that we may verify your employment, income, address, and all other information about you with other creditors, credit reporting agencies, employers, financial references, government agencies, and other third parties. You waive any rights of confidentiality you may have in this information and authorize the disclosure and use of this information as described in this Agreement, to the extent permitted under applicable law.

**15. INFORMATION FURNISHED TO CONSUMER REPORTING AGENCIES.** We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report. **If you believe we have reported inaccurate information about you to a credit reporting agency**, notify us in writing at: Celtic Bank, c/o FinFit Ops, LLC, Attn: Customer Disputes, 272 Bendix Road, Suite 525, Virginia Beach, VA 23452. In doing so, please identify yourself, this Agreement, and the information you believe is inaccurate, and tell us why you believe the information is incorrect. If you have supporting documents or information, such as a copy of a credit report that includes information you believe is inaccurate, please send us the supporting documents and information, too.

**16. PAYMENT PROCESSING; ITEMS WITH RESTRICTIONS.** We may accept and process payments without losing any of our rights. We may resubmit and electronically collect returned payments. An "Item" means a check, draft, money order or other negotiable instrument you use to make a payment, including any image of these instruments. When you provide an Item as payment, you authorize us either to use information from your Item to make a one-time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your Item to make an electronic funds transfer, funds may be withdrawn from your deposit account as soon as the same day your payment is received and you will not receive your Item back from your financial institution. You may contact us and ask that we not process your future Items in this way. If we process the payment as a check transaction, you understand and agree that we may convert your Item into an electronic image that can be collected from your depository institution as a substitute check. We will not be responsible if an Item you provide has physical features that, when imaged, result in it not being processed as you intended. **Any Item that has restrictive words, conditions, limitations or special instructions (including Items marked with the words "Paid in Full" or similar language), and all accompanying communications about any disputed debt, must be mailed to us at Celtic Bank, c/o FinFit Ops, LLC, Attn: Customer Disputes, 272 Bendix Road, Suite 525, Virginia Beach, VA 23452.** If you make your payment or send any accompanying communications to any other address, we may accept and process the payment, without losing any of our rights.

**17. CONSENT FOR COMMUNICATIONS; TELEPHONE MONITORING.** By providing at any time the number of your land line, cell phone or other wireless device and your email address, you expressly consent and agree that we and any of our affiliates, agents, service providers or assignees may call you, using an automatic telephone dialing system or otherwise, leave you a voice, prerecorded, or artificial voice message, or send you a text, e-mail or other electronic message for any purpose related to the servicing or collection of your loan or for other informational purposes related to your loan (each a "Communication"). You agree that we and any of our affiliates, agents, service providers or assignees may call or text you at any telephone number associated with your loan that you provide to us now or in the future, including cellular telephone numbers, and that we may send an e-mail to any email address associated with your loan that you provide to us now or in the future. If you do not want to receive Communications sent to a cellular telephone using an automatic telephone dialing system or a prerecorded or artificial voice message, please write to us at Celtic Bank, c/o FinFit Ops, LLC, Attn: Customer Service, 272 Bendix Road, Suite 525, Virginia Beach, VA 23452 or call us at (888) 928-7248. If you change your telephone number, please contact us at (888) 928-7248 so that we can update your account information. You also agree that we and any of our affiliates, agents, service providers or assignees may include your personal information in a Communication. We will not charge you for a Communication, but your service provider may. In addition, you understand and agree we and any of our affiliates, agents, service providers or assignees may always communicate with you in any manner permitted by law that does not require your prior consent. You agree that we may monitor and record any telephone calls to assure the quality of our service or for other reasons.

**18. ASSIGNMENT; CORRECTIONS.** You may not assign this Agreement or delegate any of your rights or duties. We may assign this Agreement at any time. If we collect any interest, fee, or charge in excess of the amounts permitted by law and this Agreement, you agree that we may reduce such interest, fees or charges to the amount needed to comply with the Agreement and/or applicable law, and that we may refund the amounts due to you by applying a credit to reduce the amount you owe under the Agreement or, for a loan that has been paid in full, by mailing a refund to you at your last known address in our records. You agree to cooperate fully with us in our efforts to adjust any typographical, computer, calculation or clerical errors discovered in the Agreement, to the extent and in the manner permitted by law. If this happens, you will be notified and receive confirmation of any errors that may be corrected and adjusted through this procedure.

**19. MILITARY LENDING ACT.** The MLA provides protections for certain members of the Armed Forces and their dependents ("Covered Borrowers"). This section applies to Covered Borrowers under the MLA. If you would like more information about whether you are a Covered Borrower and whether this section applies to you, please contact us at (888) 928-7248.

*Statement of MAPR.* Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account).

*Oral Disclosures.* In order to hear important MLA disclosures and payment information provided in this Agreement, please call (888) 928-7248.

*Covered Borrowers.* If you are a Covered Borrower, any waiver of your right to legal recourse under any state or federal law, and any other provision in this Agreement that is not enforceable against you under the MLA, does not apply to you.

## 20. STATE NOTICES.

**Notice to 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.

**Notice to New Hampshire Residents:** This Agreement provides for reasonable attorney's fees to be awarded to us in an action against you that involves this Agreement. Reasonable attorney's fees will be awarded to you if you prevail in any action, suit or proceeding brought by us or an action brought by you. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorneys' fees as the court considers equitable.

**Notice to New Jersey Residents:** The section headings of this Agreement are a table of contents and not contract terms. Portions of this Agreement that refer to actions to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Agreement, acts or practices (i) by you that are or may be permitted by "applicable law" are permitted by New Jersey law and (ii) that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

**Notice to Married Wisconsin Residents:** Wisconsin law provides that no agreement, unilateral statement or court decree relative to marital property shall adversely affect a creditor's interest, unless prior to the time credit is granted the creditor is furnished a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision. If you are a married Wisconsin resident, you agree to provide us with your spouse's name and address at the following address so we can provide your spouse with the notice required by Wisconsin law: Celtic Bank, c/o FinFit Ops, LLC, Attn: Customer Service, 272 Bendix Road, Suite 525, Virginia Beach, VA 23452.

**21. ENTIRE AGREEMENT; MODIFICATIONS.** This Agreement states the entire agreement between you and us, and may be changed only by a written document signed by both you and us. A provision of this Agreement may be modified only if both you and we have agreed to the modification in writing. THIS AGREEMENT IS THE FINAL EXPRESSION OF THE AGREEMENT BETWEEN YOU AND US AND IT MAY NOT BE CONTRADICTED BY EVIDENCE OF AN ALLEGED ORAL AGREEMENT. ONLY TERMS IN WRITING ARE ENFORCEABLE. ORAL PROMISES AND TERMS NOT CONTAINED IN THE NOTE MAY NOT BE ENFORCED.

## 22. WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.

The following waiver of jury trial and arbitration provision does not apply to you if you are a Covered Borrower under the MLA and your loan is subject to the MLA.

A. **Election of Arbitration:** This Arbitration Provision is part of the Agreement and applies to all matters that relate to the Agreement. In this Arbitration Provision, the words "you" and "your" mean each borrower who signs the Agreement. The words "we," "us," and "our" mean and include Celtic Bank, FinFit Ops, LLC, their respective parents, affiliates, predecessors and successors, and the employees, officers, managers, directors and owners of Celtic Bank, FinFit Ops, LLC, and their respective parents, affiliates, predecessors and successors. Unless otherwise stated in this Arbitration Provision, any "Dispute" (as defined below) must, at your election or our election, be resolved by a neutral, binding arbitration, and not by a court. You and we may elect arbitration even after the other party has started litigation related to a Dispute. If either you or we elect arbitration of a Dispute, neither you nor we shall have the right to litigate that Dispute in court or to have a jury trial on that Dispute. This procedure includes any Dispute over the interpretation, scope, or validity of the Agreement, this Arbitration Provision or the arbitrability of any issue, with the sole exception of the waiver in paragraph F below of any right to bring a class action or to participate in a class action, which shall be determined solely by the appropriate court, if necessary.

B. **Dispute:** The term "Dispute" means any action, dispute, claim, or controversy of any kind arising out of, in connection with, or in any way related to the Agreement, financing, marketing, origination, servicing, service contracts, collection, reporting, and any other aspect whatsoever of the past, present, or future relationship or conduct of you or us. The term "Dispute" includes, without limitation: claims under federal or state consumer protection laws; claims in tort or contract; claims under statutes or common law; claims at law or in equity; other past, present or future claims, counterclaims, cross-claims, third party claims, interpleaders or otherwise; and any claim relating to the interpretation, applicability, enforceability or formation of this Arbitration Provision, including but not limited to, any claim that all or part of this Arbitration Provision, except paragraph F, is unenforceable.

C. **Facts about Arbitration:** Arbitration is a process in which a neutral arbitrator decides a Dispute instead of a judge or jury. Each party has an opportunity to present some evidence to the arbitrator. A party's ability to discover things may be limited. Arbitration proceedings are private and less formal than court trials. Other rights that the parties might have in court might not be available in arbitration. An arbitrator issues an award. A court may then enforce the award like a judgment. Courts rarely overturn awards.

D. **Rules:** If either you or we elect arbitration of a Dispute, the party asserting the Dispute shall initiate the arbitration with the American Arbitration Association ("AAA"), 800-778-7879 or www.adr.org. Any arbitration shall be conducted according to the applicable rules of the AAA in effect when the arbitration is initiated. If there is a conflict between the applicable rules of the AAA and this Arbitration Provision, this Arbitration Provision shall control. The arbitration shall be conducted by a single arbitrator who shall be an attorney or retired judge. If for any reason the AAA is unwilling or unavailable to administer any arbitration, you and we shall attempt to reach an agreement on an alternative arbitration administrator or arbitrator. If you and we cannot reach such an agreement, an alternative arbitration administrator or arbitrator may be appointed by a court in accordance with the Federal Arbitration Act ("FAA").

E. **Standards and Law:** You and we agree that the Agreement involves interstate commerce and that this Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq., as amended ("FAA"). The arbitrator shall strictly apply applicable substantive law, applicable statutes of limitation, and shall honor claims of privilege recognized at law.

F. **Class Action Waiver:** You and we agree to give up any right to bring a class action lawsuit or class arbitration, or to participate in either as a claimant, and that no arbitrator shall have the power or authority to award any class-wide relief. You and we agree to give up any right to consolidate or join any arbitration proceeding with the arbitrations of others. You and we give up the right to serve as a private attorney general where otherwise permitted. To the extent a small claim is filed under paragraph J, you and we agree that any "small claim" may be brought only on an individual basis and not on a class or representative basis.

G. **Punitive Damage Waiver:** You and we waive any right to seek or recover punitive damages in any Dispute. No arbitrator shall have the power or authority to award punitive damages.

H. **Fees and Costs:** You and we shall pay the fees and costs specified by the applicable rules of the AAA (or any alternative arbitration administrator agreed upon or appointed). If you cannot pay the required fees and costs, you may request that we advance those fees and costs on your behalf, and we shall consider that request in good faith. As part of any award, the arbitrator may assess the fees and costs associated with any arbitration in accordance with applicable law. You and we shall be responsible for our own attorneys' fees associated with any arbitration, unless otherwise allowed for under applicable law and awarded by the arbitrator.

I. **Self-Help and Non-Waiver:** Notwithstanding this Arbitration Provision, you and we retain the right to exercise self-help remedies and to seek provisional remedies from a court, pending final determination of the Dispute by the arbitrator. The institution and maintenance of any action for judicial relief or exercise of self-help remedies shall not waive the right to elect arbitration for any Dispute, including any counterclaim asserted in any such action, and including those controversies or claims arising from the exercise of any such provisional judicial relief or the exercise of self-help remedies.

J. **Exceptions:** You and we agree that this Arbitration Provision does not apply to "small claims," meaning those claims either party is entitled to file in a "small claims" court where the total amount in controversy is no greater than \$10,000.00, including any claims for attorney's fees and non-monetary relief.

K. **Severability:** If it is determined that any paragraph or provision in this Arbitration Provision is illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the other paragraphs and terms of this Arbitration Provision. The remainder of this Arbitration Provision shall continue in full force and effect as if the severed paragraph or term had not been included. Notwithstanding this severability provision, if a final determination is made that paragraph F is void, illegal, invalid, or unenforceable, you and we agree that paragraph F shall not be severed and that this Arbitration Provision shall be void in its entirety.

L. **Survival of Arbitration Provision:** This Arbitration Provision shall survive and continue in full force and effect, notwithstanding cancellation, termination, amendment, payment in full, discharge in bankruptcy, or other expiration or conclusion of the Agreement or any other agreement or transaction between the parties, unless otherwise agreed in writing. In addition, the rights and responsibilities afforded to us under this Arbitration Provision survive any assignment of the Agreement by us and we can enforce this Arbitration Provision in the event a Dispute arises after any assignment.

M. **Right to Reject Arbitration:** If you do not want this Arbitration Provision to apply, you may reject it by mailing a written notice to Celtic Bank, c/o FinFit Ops, LLC, Attn: Arbitration Opt-Out, 272 Bendix Road, Suite 525, Virginia Beach, VA 23452, that describes the Agreement and states that you are rejecting this Arbitration Provision. A rejection notice is only effective if it is signed by you, and the envelope that the rejection notice is sent in is postmarked no more than ten (10) calendar days after the date of the Agreement. If you reject this Arbitration Provision, it will not affect any other provisions of the Agreement or your obligations under the Agreement. If you do not properly reject this Arbitration Provision, it will be effective as of the date of the Agreement.

**FOR ALL DISPUTES COVERED BY THIS ARBITRATION PROVISION, THE PARTIES HAVE AGREED TO WAIVE THEIR RIGHT TO A TRIAL BY JURY, THEIR RIGHT TO PARTICIPATE IN CLASS ACTIONS, AND THEIR RIGHT TO SEEK PUNITIVE DAMAGES. EXCEPT FOR DISPUTES NOT SUBJECT TO THIS ARBITRATION PROVISION, ARBITRATION SHALL AT THE ELECTION OF EITHER PARTY BE IN PLACE OF ANY CIVIL LITIGATION IN ANY COURT AND ANY TRIAL BY JURY.**

**THE TERMS OF THIS ARBITRATION PROVISION AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT UNDERSTAND ANY TERMS OF THIS ARBITRATION PROVISION OR THE COSTS, ADVANTAGES OR DISADVANTAGES OF ARBITRATION, SEEK INDEPENDENT ADVICE. BY SIGNING, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION.**

NOTICE TO CONSUMER. 1. DO NOT SIGN THIS AGREEMENT 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 A REFUND OF UNEARNED CHARGES IN ACCORDANCE WITH LAW.

By signing below, you agree to all terms and conditions of this Agreement, including but not limited to the Arbitration Provision.

Notice to Wisconsin Residents:

- 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ THE WRITING ABOVE AND ON ALL PAGES, EVEN IF OTHERWISE ADVISED.**
- 2. DO NOT SIGN THIS IF IT CONTAINS BLANK SPACES.**
- 3. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.**
- 4. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.**

Laura Hines

Signature

7/16/2024

Date

## Voluntary Payroll Repayment Program

Employee Name:	Laura Hines	Employer Name:	Paychex: 70133512
Social Security Number:	xxx-xx-8330	Regularly scheduled wages are paid to Employee on:	BI-WEEKLY
Today's Date:	7/17/2024	Next Date for Regularly Scheduled Wages:	8/5/2024
		Amount to be deducted from Regularly Scheduled Wages:	\$58.45

The words "you" and "your" mean the employee shown above obtaining a loan made by Celtic Bank, a Utah industrial bank. The words "we," "us" and "our" means Celtic Bank, its successors and any subsequent holder or assignee of loans made by Celtic Bank, as well as any designated service provider to Celtic Bank, its successors and any subsequent holder or assignee of loans made by Celtic Bank.

By providing your electronic signature below and checking the "Yes, I understand and agree" box below, you understand and agree to the following terms of the Voluntary Payroll Deduction Program.

**Enrollment:** You authorize the identified Employer or its authorized payroll service agent to withhold the amounts you select from your regularly scheduled wages, and then remit those amounts in payment of any loan made to you by Celtic Bank, a Utah industrial bank (the "Loan"), until the earlier of the date the Loan is paid in full or you or your employer cancel any such payroll deductions and Loan payments. You agree that you have voluntarily elected to have Loan payments deducted from your wages for your own convenience and benefit, in an amount acceptable to you and your Employer. You agree that we and your Employer have not required you to authorize this payroll deduction or sign this form. You understand that you, your Employer or we may cancel payroll deduction at any time.

You agree that you have voluntarily elected to have Loan payments applied from your net wages and deposited to the Deposit Account for your own convenience and benefit, in an amount acceptable to you. You agree that Celtic Bank, FinFit Ops, LLC ("FinFit"), and your Employer have not required you to authorize this payroll repayment and deposit to the Deposit Account or sign this form. You understand that you or we may cancel this payroll repayment and deposit to the Deposit Account at any time.

**Information Sharing:** You agree that your Employer, its authorized payroll service agent, if any, and we may share information with each other about you and any Loan made to you by Celtic Bank, related to the amount and repayment status of your Loan, the wages paid or to be paid to you by your Employer, the Loan payments made or to be made on your behalf, and your employment status with the Employer.

**Amounts Deducted; Changes; Cancellations:** The amount to be deducted initially from your regularly scheduled wages is shown above. To change the amount that your Employer deducts from your regularly scheduled wages and remits as payment for any Loan made to you by Celtic Bank or to cancel your enrollment in the Voluntary Payroll Deduction Plan at any time, you may contact your Employer directly; write to us at Celtic Bank, c/o FinFit Ops, LLC, 272 Bendix Road, Suite 525, Virginia Beach, VA 23452; call us at (888) 928-7248; or contact us through the website associated with your Loan ([www.FinFit.com](http://www.FinFit.com)). You agree that your Employer or we may have at least three (3) days after receiving your notice to process any request to cancel or change your deductions.

Please read this information carefully and print or store a copy for future reference.

- Yes, I understand and agree to the terms of this Voluntary Payroll Repayment Program.  
 No, I do not agree to the terms of this Voluntary Payroll Repayment Program.

Laura Hines  


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 Signature

7/16/2024  


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 Date