

**INSTALLMENT LOAN AGREEMENT & TRUTH-IN-LENDING ACT DISCLOSURE**

In this Installment Loan Agreement (this "Agreement") the words "you" and "your" mean each customer ("BORROWER") who has signed it. The words "Lender," "we," "us," "our", "LENDER", and "COMPANY" refer to Opichi Funds, LLC d/b/a eLoanWarehouse.

Loan No: 10152817      Effective Date: 07/11/2023      Maturity Date: 12/29/2023

<p><b>LENDER:</b>                  Name: eLoanWarehouse                  Address: PO Box 1753                  Hayward, WI 54843                  Phone: (855)650-6641                  Fax: (715)255-4442                  Email Address: <a href="mailto:customers@eLoanWarehouse.com">customers@eLoanWarehouse.com</a>                  Website: <a href="http://www.eLoanWarehouse.com">www.eLoanWarehouse.com</a></p>	<p><b>BORROWER:</b>                  Name: Tonya Feimster                  Address: 7861 Paper Birch Drive                  NC, 28215                  SSN: xxx-xx-1483                  Email: gaillard8@yahoo.com                  PH. No. for SMS (Text): 704-912-6363                  PH. No. Other: 704-912-6363</p>
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**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of the credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after making all payments as scheduled.
<b>628.62%</b>	<b>\$987.45</b>	\$ 491.75	\$ 1,479.20

**Payment Schedule:** 5 payments of \$246.53 starting on 07/31/2023. 1 final payment of \$246.55 due on 12/29/2023 for a total 6 payments.

Payment Date	Payment Amount	Total Due
07/31/2023	\$246.53	\$414.03
08/31/2023	\$246.53	\$387.80
09/29/2023	\$246.53	\$334.30
10/31/2023	\$246.53	\$271.39
11/30/2023	\$246.53	\$164.61
12/29/2023	\$246.55	\$0.00

**SECURITY:** If applicable your "Voluntary Authorization Agreement For Electronic Recurring Payments" is security for this loan.

**LATE PAYMENT:** If a payment is more than 10 days late, you may be charged 5.00% of the unpaid portion of the payment or \$15.00 whichever is greater, up to \$50 maximum late payment.

**PREPAYMENT:** If you pay off early, you will not have to pay a penalty. If you pay via a payroll deduction arrangement, each payment will be rounded up to the nearest dollar and any excess payments will be refunded when the loan is paid off in full.

**SAME DAY CREDIT FEE** We may charge a \$5 fee, if you choose to use our Same Day Credit service.

See below for additional information about contract terms, nonpayment, and default.

Itemization of the Amount Financed 1. Amount paid directly to you: \$300.00 2. Amount paid on previous loan: \$191.75 3. Total Amount Financed: \$491.75	Itemization of the Finance Charge 4. Interest Charge: \$987.45 5. Total Finance Charge: \$987.45
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**RATES:** The Annual Percentage Rate on this loan is 628.62%. The Interest Rate on this loan is 626.50%

**PROMISE TO PAY:** In consideration of our lending 300 (the “principal amount” of this loan), you Promise to pay to us, the amount financed plus finance charges according to the payment schedule above. This Agreement bears interest at the stated Interest Rate until the amount financed is paid in full. The Amounts referenced above are computed on the assumption that all installments will be paid when due.

**FINANCE CHARGE COMPUTATION:** The Finance Charge, which consists only of interest, has been computed assuming that you will pay all your installments on their Due Dates. If you fail to make any of the above installment payments, you understand that interest will continue to accrue on any remaining unpaid balance at the Interest Rate disclosed above until the loan is paid in full or until entry of judgment. After the entry of judgment, interest will accrue at the legal rate.

**INTEREST CALCULATIONS, PAYMENT APPLICATIONS:** Interest under the Agreement will be calculated on a simple interest basis and shall accrue at a daily rate of **1/365 (or 1/366 on any leap year)** of the Annual Percentage Rate multiplied by the unpaid balance (the Amount Financed less the amount it has been reduced by payments) for each day that any amount remains due to LENDER. All payments shall be applied first to accrued interest, then unpaid principle amount, and then fees and any costs due to LENDER other than the unpaid principal amount.

**SAME DAY CREDIT FEE:** If you choose to use our Same Day Credit Service, a \$5 processing fee may be deducted from the Amount Financed. The amount paid to you will be the Amount Financed minus the Same Day Credit Fee.

**ATTORNEY’S FEES:** You agree that in the event you default in performing any of your obligations under this Agreement you shall pay all lawful collection costs and court costs associated with your default, including costs and reasonable attorney’s fees.

**DEPOSIT OF FUNDS:** Lender cannot guaranty that your funds will be deposited into your Bank Account by a specific day or time. Once the funds have been processed and sent to your bank, we have no control over when the funds will be deposited into your Bank Account. If you have not received your funds by next business day, you are to contact your bank for more information.

**DEFAULT:** You will be in default under the Agreement if, for any reason, you fail to make payment in the full amount required by this Agreement on the date due. If you fail to make the final installment payment, you understand that interest will continue to accrue on any remaining unpaid balance at the Interest Rate disclosed above until the loan is paid in full or until entry of judgment. After the entry of judgment, interest will accrue at the maximum amount allowed by law.

**LATE PAYMENT:** If a payment is more than 10 days late, you may be charged 5.00% of the unpaid portion of the payment or \$15.00 whichever is greater, up to \$50 maximum late payment.

**ACCELERATION:** In the event of default on the loan, the lender may, after providing all notices required by law, demand payment in full at once.

**RETURNED CHECK/ACH or DEBIT CHARGE FEE:** You agree to pay LENDER the amount of \$15.00 if the ACH or debit card with which you make your payment is dishonored.

**PAYMENTS:** All payments will be applied first to interest and fees or charges due to us, and then to principal.

**BANKRUPTCY:** You certify to us that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code.

**PREPAYMENT:** If you pay off early, you will not have to pay a penalty.

**WAIVER:** No waiver of your or our rights is effective unless in writing. No written waiver for any one situation shall apply to any other situation. If either you or we fail to exercise or delay in exercising any right or remedy, this will not constitute a waiver of that or any other right or remedy.

**SEVERABILITY:** If any provision of this Agreement or the application of any provision of this Agreement to any person, place or circumstance shall be determined to be invalid, unenforceable or void, the remainder of the Agreement, and the remainder of those provisions of this Agreement as applied to other persons, places and circumstances, shall remain in full force and effect.

**GOVERNING LAWS:** LENDER is a wholly-owned economic instrumentality of the Lac Courte Oreilles Band of Lake Superior

Chippewa Indians ("the Tribe"), formed and operated pursuant to Tribal law for the express purpose of the economic development and betterment of the Tribe. As a result, the LENDER and the Tribe are immune from suit in any court unless the Tribe expressly and unequivocally waives its sovereign immunity or Congress authorizes suit under federal law. This Loan Agreement is made within the Tribe's jurisdiction and governed by Tribal law, Tribal regulations, the Dodd-Frank Act, 12 USC § 5552, and applicable federal law and regulation, without regard to the laws of any state, including the conflict of laws rules of any state. No portion of the Loan attempts to waive or otherwise prohibit the application of applicable federal law. You agree to be bound by Tribal law, and in the event of a bona fide dispute between you and us, Tribal law shall apply to such dispute. By signing the loan agreement, You agree that the loan constitutes a consensual contractual relationship with an arm of the Tribe sufficient to allow the Tribal Consumer Financial Services Regulatory Authority both Tribal and administrative jurisdiction over any controversies that may arise hereunder. Therefore, by signing the loan agreement, You and we agree that any controversies that may arise hereunder shall be resolved by Arbitration or the Tribal Consumer Financial Services Regulatory Authority's Dispute Resolution Regulation and Procedures. Until the Arbitration or Tribal dispute resolution process is exhausted, you agree that you may not bring any claims in any court, in which case the LENDER reserves all rights and defenses.

**ELECTRONIC COMMUNICATIONS:** By signing this Agreement, you consent to receive electronic communications in form of text messages and emails from LENDER to those phone numbers you have provided in your application and other loan documents. Receipt of text message may be subject to charges from your carrier. You may opt-out of receiving text messages or emails by sending written instructions for Termination of Electronic Communication ("TEC") and expected TEC date to the LENDER via certified mail to the LENDER's address provided in this Agreement, at least 30 days in advance of expected TEC date.

**ASSIGNMENT:** You agree that your rights and obligations under this Agreement are not assignable without our prior written consent. You also agree that we may assign or transfer this Agreement or any of our rights hereunder.

**RESCISSION:** You may rescind this loan by returning to Lender the proceeds of the loan before the close of business on the second day of business after the loan is made.

**NOTICE OF FURNISHING NEGATIVE INFORMATION:** You agree that we may make inquiries concerning your credit history and standing, and may report information concerning your performance under this Agreement to credit reporting agencies. 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 your account to a credit bureau, notify us in writing as soon as possible and include the information you believe is inaccurate, and mail it to: PO Box 1753 Hayward, WI 54843.

**EXPRESS CONSENT TO RECEIVE MOBILE PHONE COMMUNICATIONS:** You expressly consent to receiving communications from us (including, but not limited to, telephone calls and text messages) on any mobile telephone number that you provide to us.

**NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS RESTRICTION OF NON-PUBLIC INFORMATION ACCESS:** We restrict access to your non-public personal information to employees needing to know that information to assist you with products or services. We keep the physical, electronic, and procedural safeguards required by our regulators to insure the safety of your personal information.

**INFORMATION TO NON-AFFILIATED THIRD PARTIES:** Since we value our relationship, we will not disclose your non-public personal information to non-affiliated third parties unless required by law. We also do not disclose non-public personal information about former customers unless required by law.

**GENERAL PROVISIONS:** Time is of the essence in this Agreement.

**PAYROLL DEDUCT AUTHORIZATION AND NOTICE TO BORROWERS:** If you enter into a Voluntary Payroll Deduct Arrangement with us through our Agent "Paywallet LLC", payment amounts will be automatically transferred from your payroll provider every pay period through a direct deposit allotment to us via Paywallet LLC. You acknowledge and understand that you are responsible to settle your obligations if in a particular pay period(s) your payroll processor doesn't automatically remit the payment amount to our agent, Paywallet LLC. You acknowledge and understand that we offer this service as a convenience to you, and that this loan is not conditioned upon you entering into a Voluntary Payroll Deduct Authorization Agreement ("Payroll Deduct Agreement"). You may cancel your Payroll Deduct Authorization by sending written or email notice to Lender at Lender's address above.

**ELECTRONIC FUNDS TRANSFER AUTHORIZATION AND NOTICE TO BORROWERS:** If you enter into a Voluntary Electronic Payment Authorization with us, you authorize us to automatically debit your bank account for payment amounts according to the payment schedule in this Agreement. Also any late fees or NSF charges may also be debited from your account. You acknowledge and understand that we offer this service as a convenience to you, and that this loan is not conditioned upon you entering into a Voluntary Electronic Payment Authorization Agreement ("ACH Agreement"). You may cancel your Electronic Funds Transfer Authorization by sending written or email notice to Lender at PO Box 1753 Hayward, WI 54843.

**ELECTRONIC FUNDS TRANSFER AND PAYROLL DEDUCTION AUTHORIZATION OPT-OUT PROCESS:** If you decide to enter into a loan agreement without signing an Electronic Payment Agreement or the Payroll Deduction Agreement, you are required to

sign a copy of the agreement documents excluding the Voluntary Electronic Payment Authorization and submit the documents to us. To obtain a copy of documents you can print them from our website, or contact us at the above address and phone number.

**CREDIT/DEBIT CARD AUTHORIZATION:** If you voluntarily choose to provide us with your credit / debit number or account, by signing this document below, you authorize us, and our successors or assigns, to charge any amounts owing under this Agreement to any credit/debit card that you provide to us for such purpose. Also any late fees or Returned Check/ACH or Debit charges as referenced above may also be debited from your account. This authorization will remain in full force and effect until either (1) all obligations under this Agreement have been satisfied or (2) it is cancelled, in writing, in such time as to give us and the card issuer reasonable opportunity to act upon it. Such cancellations shall be mailed to Lender's address above. If you choose to cancel this authorization, you must send written or email notice to Lender at PO Box 1753 Hayward, WI 54843.

**CONSENT TO ELECTRONIC AND TELEPHONE COMMUNICATIONS:** The following terms and conditions govern electronic communications in connection with this Agreement and the transaction evidenced hereby (the "Consent"). By this Agreement, you agree that any notices we are required to make to you may be delivered to you electronically. You expressly consent to the Company contacting you at any phone number listed on your application or contract, including home address or email address provided on this document, updated by you or provided by your references in the future, or ascertained by Company through its resources. You acknowledge and agree to the following terms and conditions of this Consent and that you have received a copy of this Consent for your records. You agree that:

- Any disclosure, notice, record or other type of information that is provided to you in connection with your transaction with us, including but not limited to, this Agreement, this Consent, the Application, change-in-term notices, fee and transaction information, statements, delayed disbursement notices, notices of adverse action, and transaction information ("Communications"), may be sent to you electronically by posting the information at our web site, provided at the top of this agreement, or by sending it to you by email.
- You may obtain a copy of any Communication by contacting us at Lender's email provided at the top of this agreement or by calling us at Lender's phone number provided at the top of this agreement. You also can withdraw your consent to ongoing electronic communications in the same manner, and ask that they be sent to you in paper or non electronic form.
- You agree to provide us with your current email address for notices at the email address or phone number indicated at the top of this agreement. If your email address, telephone number(s), or residences address changes, you must send us a notice of the new address/telephone number(s) by writing to us or sending us an email, at least five (5) days before the change.
- In order to receive electronic communications, you will need a working connection to the Internet and an email account. Your browser must support the Secure Sockets Layer (SSL) protocol. You must have a printer or sufficient hard drive space available to save the information. If you have a question about your browser and the SSL protocol, please contact your Internet Service Provider or a qualified information technology service provider.
- We may amend (add to, delete or change) the term of this Consent by providing you with advance notice.

**SMS (TEXT MESSAGING) STATEMENT NOTIFICATIONS DISCLOSURE:** This SMS Statement Notifications Disclosure ("Disclosure") applies to your account with the Lender if you have elected to receive Short Message Service (SMS) messages.

As used in this Disclosure, "SMS Statement Notifications" means any SMS (text message) communications from us to you pertaining to your Agreement, including but not limited to payment information, account information, due dates, delinquent accounts, program updates, promotions, coupons and other marketing messages.

1. How To Unsubscribe: You may withdraw your consent to receive SMS Statement Notifications by calling us at Lender's phone number provided at the top of this agreement. We will not impose any fee to process the withdrawal of your consent to receive SMS Statement Notifications. Any withdrawal of your consent to use SMS Statement Notifications will be effective only after we have a reasonable period of time to process your withdrawal.
2. To request additional information regarding text messaging call us at the Lender's phone number provided at the top of this agreement.
3. The services are available on all major carriers. Additional carriers are added as they become available.
4. In order to access, view, and retain SMS Statement Notifications that we make available to you, you must have: (1) a SMS-capable mobile phone, (2) an active mobile phone account with a communication service provider; and (3) sufficient storage capacity on your mobile phone.
5. All SMS Statement Notifications in electronic format from us to you will be considered "in writing".
6. There is no service fee for SMS Statement Notifications but you are responsible for any and all charges, including but not limited to fees associated with text messaging, imposed by your communications service provider. Other charges may apply. Such charges may include those from your communications service provider. Please consult your mobile service carrier's pricing plan to determine the charges for sending and receiving text messages. These charges will appear on your phone bill. Message frequency depends on account settings.
7. Additionally, you agree that we may send any SMS Statement Notifications through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. You agree to provide a valid mobile phone number for these services so that we may send you certain information about your account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a mobile phone number that is not your own or your violation of applicable federal, state, or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of this Agreement. SMS Statement Notifications are provided for your convenience only. Receipt of each SMS Statement may be delayed or

impacted by factor(s) pertaining to your communications service provider(s). We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the SMS Statement Notifications sent by us.

8. We may modify or terminate our text messaging services from time to time, for any reason, and without notice, including the right to terminate text messaging with or without notice. Please review these Terms of Use from time to time so that you are timely notified of any changes.

- Opt-in
- Opt-out

**OUR RIGHT TO CONTACT YOU:** We reserve the right to contact you regarding your account status and changes to privacy policy or any other policies or agreements relevant to you and/or your loan.

**EXPRESS CONSENT TO CONTACT:** You expressly consent to the Company contacting you at i) any telephone number, ii) any physical or home address iii) at any email address provided in this document or application, updated by you or provided your references in the future, or ascertained by Company through its resources.

### **VOLUNTARY PAYROLL DEDUCT AUTHORIZATION AGREEMENT**

You hereby voluntarily authorize (Lender Name), our agents, successors or assigns, utilizing a third party electronic payment processor, to setup a direct deposit arrangement from your payroll to our Agent, Paywallet LLC for the scheduled payment amounts as listed in the Payment Schedule box at the top of this agreement (and rounded up if required by your payroll processor) every pay period until all payments have been made. You choose the convenience of having your loan payments under the Loan Agreement made automatically from your payroll every pay period through this payroll deduct arrangement. You acknowledge that this Authorization is not a condition of the loan. You agree to notify Lender in writing of any changes in your employment information in reasonable time prior to the next payroll date authorized by this form.

This authorization is to remain in full force and effect until Lender has received written notification from you of its termination in reasonable time prior to the next payroll date authorized by this VOLUNTARY PAYROLL DEDUCT AGREEMENT ("PAYROLL DEDUCT AGREEMENT")

1. You guarantee and warrant that you are legally authorized to enter into this PAYROLL DEDUCT AGREEMENT.
2. You agree to notify Lender of all changes to your employment that affect your payroll direct deposits as part of this PAYROLL DEDUCT AGREEMENT, including termination of employment.
3. You acknowledge that you have entered into a Loan Agreement as of today's date. You hereby authorize the Lender's agent Paywallet LLC to receive the payroll deduct deposit amounts each pay period due as set forth in the Loan Agreement directly from your payroll.
4. You agree that all notifications including notices of PAYROLL DEDUCT AGREEMENT termination or PAYROLL DEDUCT AGREEMENT changes must be in writing and submitted to Lender in a reasonable time in advance of the next due date. For notification purposes, all notices of termination or changes must be sent as certified mail to Lender at eLoanWarehouse, PO Box 1753.
5. You agree to pay and authorize Lender to electronically charge your account the greater of \$15 or 5.00% of the unpaid portion of the payment, up to \$50 maximum late payment for every delinquent installment as set forth in the loan agreement.
6. You agree to pay a \$15 charge for every declined debit payment.

### **VOLUNTARY AUTHORIZATION AGREEMENT FOR ELECTRONIC PAYMENTS (ACH DEBITS AND DEBIT CARDS)**

You hereby voluntarily authorize eLoanWarehouse, our agents, successors or assigns, utilizing a third party electronic payment processor, to initiate credit or debit entries to any account that you place on file with the Lender or indicated at the designated depository financial institution below or updated on our files, hereinafter called DEPOSITORY, for the scheduled payment amounts on the date they are due as listed in the Payment Schedule box at the top of this agreement until all payments have been made. You choose the convenience of having your loan payments under the Loan Agreement made automatically from your account. You acknowledge that this Authorization is not a condition of the loan. You agree to notify Lender in writing of any changes in my account information in reasonable time prior to the next due date of the debit authorized by this form.

<b>BANK ACCOUNT INFORMATION</b>	<b>DEBIT CARD INFORMATION</b>
Bank Name: State Employee Credit Union Account Routing Number: 253177049 Account Type: Checking Account Number: 08618808112	Name on Debit Card: tonya Feimster Card Number: 43*****2267 Expiration Date: 04/26 Debit Card Billing Zip Code: 28215

This authorization is to remain in full force and effect until Lender has received written notification from you of its termination in reasonable time prior to the next due date of the debit authorized by this VOLUNTARY AUTHORIZATION AGREEMENT FOR

## ELECTRONIC PAYMENTS ("AGREEMENT")

1. You guarantee and warrant that you are the legal debit cardholder/duly authorized check signer on the above account(s), and that you are legally authorized to enter into this AGREEMENT.
2. You agree to notify Lender of all changes to my your account(s), including termination of authority.
3. You acknowledge that you have entered into a Loan Agreement as of today's date. You hereby authorize the Lender to withdraw the amounts due as set forth in the Loan Agreement due from your account.
4. You agree that all notifications including notices of account termination or account changes must be in writing and submitted to Lender in a reasonable time in advance of the next debit. For notification purposes, all notices of termination or account changes must be sent as certified mail to Lender at (eLoanWarehouse, PO Box 1753 Hayward, WI 54843).
5. You agree to pay and authorize Lender to electronically charge my your account the greater of \$15 or 5.00% of the unpaid portion of the payment, up to \$50 maximum late payment for every delinquent installment as set forth in the loan agreement.
6. You agree to pay a \$15 charge for every declined debit payment.

The Lender is informing you of the right to receive notice of all varying transaction amounts when a transaction falls outside of the range of up to the sum of (1) payment amount listed in the above Payment Schedule box and (1) above mentioned declined debit payment charge and (1) above mentioned delinquency charge. For any amount outside of this specified range, we will send you a notice before initiating such debit.

I understand that I have the right to revoke this agreement at any time by sending a written notice to the COMPANY.

I AGREE, Tonya Feimster

## ELECTRONIC RECORDS DISCLOSURE

In connection with applying for a consumer loan on our website, all related agreements, notices, disclosures, and other communications ("Electronic Records") provided by Lender will be transmitted electronically through email, fax machine, or both. Electronic Records are generally not available on paper or in a non-electronic form from Lender, except Lender may at its option provide Electronic Records in paper-based media as requested by you. You can print Electronic Records from your Internet access device if you have the necessary equipment. If you do not consent to the use of Electronic Records, the online loan application and processing services are not available to you.

You may request a paper copy of any Electronic Record by emailing your request to Lender at the email address listed at the top of this document, by contacting customer service at the Lender's number listed at the top of this document, or by sending a written request via US Postal Service to Lenders' mailing address listed at the top of this document. You will be subject to a \$25.00 charge for said request. If you subsequently withdraw your consent for Electronic Records, We will no longer provide these Services to you, and you will remain responsible to perform timely on all your service and account obligations to Lender and all third parties. To withdraw your consent, you must send an adequate notice by email to Lender at the email address listed at the top of this document and allow Lender a reasonable time to act on this notice.

To update or change any of your personal information previously submitted to Lender, you may contact customer service using any of the following options: Email (email address at the top of this document), Fax (number at the top of this document) or Phone (number at the top of this document). If you apply for a loan and your updated information arrives to our system as the result of your application, we reserve the right to update our records with your new information to contact you and to process your payments. In this case, your consents will also apply to your updated information.

**SYSTEM REQUIREMENTS:** To access online loan application and the related Electronic Records, you need an Internet enabled device, or access to a fax machine during Lender's business hours of 8:00 AM to 5 PM, Monday through Friday. For updated business hours refer to Lender's website at address listed on top of this document.

**INTERNET REQUIREMENTS:** Internet Explorer 7.0 or higher and a printer to print the documents or sufficient disk space in your computer (minimum of 1 Meg) to store documents are required to apply for a loan online. Adobe 5.0 or higher must also be installed on your computer, which can be downloaded at <http://www.adobe.com/products/reader>.

**CONSENT TO ELECTRONIC RECORDS:** You hereby consent to the use of Electronic Records in connection with the online loan application and the loan and other documents associated with approved agreements and disclosures at Lender, and you agree that all Electronic Records that Lender is required to give you in connection with these services may be sent to you at the email address you provided to Lender, via fax machine, or in any other lawfully permitted manner. You agree that this consent shall apply to all current and future loan and other document processing transactions conducted between Lender and you.

## ARBITRATION PROVISION

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT ANY DISPUTE MUST BE RESOLVED BY BINDING ARBITRATION UNLESS THE DISPUTE IS SUBMITTED TO THE TRIBAL DISPUTE RESOLUTION PROCEDURE DESCRIBED BELOW. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL, AND THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION OR SIMILAR COLLECTIVE OR CONSOLIDATED PROCEEDINGS. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY, AND THE ARBITRATOR'S DECISION IS FINAL AND BINDING. ARBITRATION PROCEEDINGS ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

**Individual Consumer Arbitration.** Our goal is to use individual consumer arbitration as an efficient and cost effective means of resolving any Dispute (as defined below). Both you and we have the right to seek resolution of any Dispute by submitting a demand for arbitration to Judicial Arbitration and Mediation Services, Inc. (JAMS) ([www.jamsadr.com](http://www.jamsadr.com)), or the American Arbitration Association (AAA) ([www.adr.org](http://www.adr.org)), at the option of the party requesting arbitration. Disputes also may be referred to another arbitration organization if you and we agree in writing

**Arbitration Procedures.** Any arbitration shall proceed only under the streamlined, expedited, consumer or small-dollar commercial rules of the selected arbitration organization in effect when the arbitration claim is filed and as provided in this Arbitration Provision. However, if those rules conflict with this Agreement, then this Agreement shall control. To keep costs low, you may utilize telephonic or internet hearings available through the selected arbitration organization. Alternatively, if you choose, the arbitration hearing may be conducted in your county of residence or any other location that you and we mutually agree is reasonably convenient. We adhere to and follow the Consumer Due Process Protocol of the AAA, which can be found at: <http://www.adr.org>, and the JAMS Minimum Standards of Procedural Fairness for consumer arbitrations, which can be found at: <http://www.jamsadr.com/rules-consumer-minimum-standards>. The arbitration panel shall consist of a single arbitrator chosen by the selected arbitration organization who shall be knowledgeable of the subject matter of the Dispute. No mediation shall be required. The arbitrator shall apply the laws of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians that govern this Agreement. Any arbitration award may be enforced exclusively in the courts of the Tribe. We will advance for you any arbitration filing fees and other costs. However, if we are successful in the arbitration, the arbitrator's Order may require you pay us back for those fees and costs that we advanced for you.

**Limited Waiver of Sovereign Immunity for Individual Consumer Arbitration.** We provide a limited waiver of sovereign immunity for the single and specific arbitration between you, individually, and us.

**No Class Actions or Consolidated Actions.** There shall be no right or ability for any Disputes to be arbitrated or litigated on a class-wide or collective basis. Similarly, the claims of more than one person may not be arbitrated or litigated jointly or consolidated with any other individual's claims. **ANY ARBITRATION OF ANY DISPUTE UNDER THIS AGREEMENT SHALL BE AN INDIVIDUAL CONSUMER ARBITRATION ONLY; NO CLASS ACTION ARBITRATION AND NO COURT ADJUDICATION WHATSOEVER SHALL BE AVAILABLE.**

**Dispute Defined.** The word "Dispute" is given the broadest possible meaning and includes, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to this Arbitration Provision, ("this Provision"), the validity and scope of this Provision and any claim or attempt to set aside this Provision; (b) all U.S. federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Agreement, the information you gave us before entering into this Agreement, including your customer information application, and/or any past loan agreements between you and us; (c) all counterclaims, crossclaims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against the Tribe, us and/or any of our employees, agents, directors, officers, managers, members, parent company or affiliated entities (collectively, "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties ("Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

All Disputes, including any Representative Claims against us and/or related third parties, shall be resolved by arbitration as provided in this Provision only on an individual basis with you. Any party to a Dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their Dispute and setting forth the subject of the Dispute along with the relief requested.

**This Provision is Binding.** This Provision is binding upon and benefits you, your respective heirs, successors and assigns. This Provision is binding upon and benefits the Tribe, us, our successors and assigns, and related third parties. This Provision continues in full force and effect, even if your obligations have been paid or discharged through bankruptcy. This Provision survives any cancellation, termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.

**THIS ARBITRATION PROVISION MEANS THAT:**

• YOUR RIGHT TO FILE SUIT AGAINST US FOR ANY CLAIM OR DISPUTE REGARDING THIS AGREEMENT IS LIMITED BY THIS PROVISION AND SOVEREIGN IMMUNITY;

- YOU ARE GIVING UP AND WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
- YOU ARE GIVING UP AND WAIVING YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES **UNTIL THE AUTHORITY'S DISPUTE RESOLUTION REGULATION AND PROCEDURES AND THE APPEAL PROCEDURE ARE FULLY EXHAUSTED;** AND
- YOU ARE GIVING UP AND WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION FILED AGAINST US AND/OR RELATED THIRD PARTIES.

All disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, 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.

IF YOU ARE NOT COMFORTABLE DOING BUSINESS WITH A SOVEREIGN ENTERPRISE NOT SUBJECT TO SUIT IN ANY FORUM OTHER THAN THE INDIVIDUAL CONSUMER ARBITRATION ALLOWED UNDER THIS AGREEMENT, THEN DO NOT EXECUTE THIS AGREEMENT. YOU MAY OPT-OUT OF THE WAIVER OF JURY TRIAL AND ARBITRATION PROVISION WITHIN SIXTY (60) DAYS OF THE DATE OF THIS AGREEMENT BY CONTACTING US IN WRITING AT LENDER'S ADDRESS ABOVE, PROVIDING YOUR NAME AND LOAN NUMBER, AND STATING THAT YOU ARE OPTING OUT OF THE WAIVER OF JURY TRIAL AND ARBITRATION PROVISION. YOUR LETTER MUST BE RECEIVED BY US NO LATER THAN SIXTY (60) DAYS AFTER THE DATE OF THIS AGREEMENT. [IF YOU CHOOSE THIS OPTION, NO FURTHER ADVANCES ON YOUR LINE OF CREDIT WILL BE PERMITTED, AND YOUR LOAN WILL TERMINATE WHEN ALL AMOUNTS DUE PLUS INTEREST AS OF THE DATE THE OPT OUT NOTICE IS RECEIVED ARE PAID UNDER THE TERMS OF THIS AGREEMENT] YOUR OPT-OUT WILL ONLY APPLY TO THIS AGREEMENT, AND WILL NOT AFFECT ANY OTHER LOANS YOU HAVE WITH US.

OPTING OUT OF ARBITRATION MEANS THAT THERE IS NO NON-TRIBAL FORUM AVAILABLE FOR RESOLUTION OF ANY DISPUTE BECAUSE EVEN IF YOU DO NOT WAIVE YOUR RIGHT TO A JURY TRIAL, NEITHER THE TRIBE NOR WE MAY BE SUED IN A JURY TRIAL IN ANY FORUM IN ANY EVENT BECAUSE OF OUR SOVEREIGN IMMUNITY AND THE FACT THAT THE TRIBE HAS NOT WAIVED THAT IMMUNITY IN THIS AGREEMENT OR OTHERWISE OTHER THAN FOR ARBITRATION WITH YOU AS AN INDIVIDUAL. IF YOU OPT OUT OF THIS PROVISION, ANY DISPUTE WILL BE RESOLVED SOLELY BY THE TRIBAL DISPUTE RESOLUTION PROCEDURE OUTLINED BELOW.

BY AGREEING TO OPT OUT OF THE ARBITRATION PROVISION, OR IF DESIRE TO RISE ANY CONCERNS ABOUT THE LENDER'S OPERATIONS OR PRODUCTS, YOU MAY FILE A COMPLAINT WITH THE TRIBAL CONSUMER FINANCIAL SERVICES REGULATORY AUTHORITY AND PROCEED PURSUANT TO THE AUTHORITY'S DISPUTE RESOLUTION REGULATION AND PROCEDURES. THE AUTHORITY SHALL SERVE AS A TRIBAL ADMINISTRATIVE FORUM TO ADJUDICATE AND RESOLVE CONSUMER DISPUTES. FOLLOWING FULL COMPLIANCE WITH THE AUTHORITY'S DISPUTE RESOLUTION REGULATION AND PROCEDURES, THE AUTHORITY SHALL ISSUE A FINAL DECISION AND ORDER PERTAINING TO YOUR COMPLAINT. A FINAL DECISION AND ORDER MAY BE APPEALED TO THE LAC COURTE OREILLES TRIBAL COURT. YOU MAY NOT BRING AN ACTION IN ANY COURT UNTIL THE AUTHORITY'S DISPUTE RESOLUTION REGULATION AND PROCEDURES AND THE APPEAL PROCEDURE ARE FULLY EXHAUSTED.

**TRIBAL DISPUTE RESOLUTION PROCEDURE:** As an accommodation to consumers, the Tribe has established a Tribal Dispute Resolution Procedure (the "Procedure") to review and consider any and all types of Disputes made by or on behalf of consumers relating to or arising from the Agreement. The Procedure is found in the Tribal Consumer Financial Services Regulatory Code. You may request a copy of the Tribal Consumer Services Regulatory Code by written request to the Tribal Financial Services Regulatory Authority ("Authority").

PO Box 1753, Hayward, WI 54843. Under the Procedure, if you have concerns about our operation or otherwise believe you have been aggrieved by some aspect of our operation or any part of our business, you shall direct your concerns or dispute in the first instance to our management, either orally or in writing. Your complaint shall be considered similar in nature to a petition for redress submitted to a sovereign government, without waiver of sovereign immunity and exclusive jurisdiction, and does not create any binding procedural or substantive rights for a petitioner. In the event that you are dissatisfied with our initial determination, you may request review of the initial determination by submitting such request in writing to the Authority, PO Box 1753, Hayward, WI 54843, no later than ten (10) days after receiving our initial determination. You will have the opportunity to be heard regarding the dispute, in person or through telephonic conference. You may be represented by legal counsel at your own expense. A consumer may then appeal an Authority opinion by submitting such request in writing to the Tribe's governing body, the Tribal Council, within twenty (20) days of receiving the Authority's final written decision. Any decision of the Tribal Council on appeal shall be final and not subject to further appeal. Any determination by or on behalf of the Tribe or Tribal Consumer Financial Services Regulatory Authority, whether procedural or substantive, shall be made by the Tribe in its sovereign discretion. However, any Dispute is reviewable in an individual Arbitration as described above. The Tribal Dispute Resolution Procedure is intended to be a quick and affordable mechanism to resolve any Dispute.

**IF YOU ARE NOT COMFORTABLE DOING BUSINESS WITH A SOVEREIGN ENTERPRISE NOT SUBJECT TO SUIT IN ANY FORUM OTHER THAN TRIBAL DISPUTE RESOLUTION PROCEDURE AND/OR ARBITRATION ALLOWED UNDER THIS AGREEMENT, THEN DO NOT EXECUTE THIS AGREEMENT.**

**Please note that this Loan Agreement contains a binding arbitration provision.** You also warrant that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States



Bankruptcy Code.

**PRIVACY POLICY:** We reserve the right to contact you regarding your account status and changes to, privacy policy, or any other policies or agreements relevant to you and/or your Account. We reserve the right to change this policy at any time by notifying you of the existence and location of the new or revised privacy policy or by posting the changes online at our website.

**By electronically signing this Agreement you acknowledge that you have read, understand, and agree to all of its terms and conditions of this Agreement, including the "Waiver of Jury Trial and Arbitration Agreement" contained above, and receipt of the transaction proceeds in the amount stated above.** You acknowledge that You have read and understand the interest rate, and that the Loan may have a high interest rate and is not intended as a long-term financial solution and that alternative forms of credit may be less expensive. You also acknowledge that the Loan is not governed by the laws of any State and that Loans issued according to State law may offer interest rate limits and other consumer protections that are inapplicable to You. You further acknowledge that this Agreement was filled in before you signed and that you have received a completed copy of it. You hereby declare the information contained in this Agreement is true and correct to the best of your knowledge. You also make the following material representations to us: that you are solvent and generally paying debts as they come due, that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for any type of bankruptcy proceeding while this loan is outstanding or within 121 days after you repay the loan, and that you intend to repay this loan. Your signature and acceptance of the Loan indicates: You understand that it is in Your best interests to evaluate your ability to repay the Loan; You have had the opportunity to consult an independent financial counselor; You understand that You, and not the LENDER, is responsible to evaluate Your financial options; You understand the inapplicability of state law; You understand that with the terms of a Loan agreement which is governed by Tribal law and that, by signing the Loan agreement and accepting the Loan, You are consenting to the Tribe's jurisdiction; You consent to the release of your non-public, personal information.

By electronically signing below you authorize us to disburse the loan proceeds to your bank account via ACH transaction or other comparable fund deposit method usually by the next business day.

**This Agreement constitutes the entire Agreement between the parties and no representations, warranties, promises whether oral or implied have been made by either party.**

**We engage the harshest possible penalties for identity fraud. We use Factor Trust, Clarity, and other information databases to prevent fraud. If you close your bank account prior to loan payoff and become delinquent, you will be reported.**

**In order to complete your loan agreement with us, you must electronically sign this Agreement by (a) checking a box below, (b) clicking the "I agree" button at the end of this Agreement, as well as any other "I agree" buttons that may appear within this Agreement.**

**I AGREE, Tonya Feimster**

#### **Electronic Signature and Consents**

By signing below you acknowledge that this Agreement was filled in before you signed and that you have reviewed the entire document. You acknowledge that you have read, understand, and agree to all of the terms of this Agreement, including the provision entitled WAIVER OF JURY TRIAL AND ARBITRATION PROVISION. You agree to print or electronically save a copy of the completed Agreement for your records. By signing below you agree that your computer system meets the requirements set forth in the Consent to Electronic Communications above, and that you are able to access and print/save information presented at this website. You also agree to receive Communications from us electronically. By signing below you agree that we will initiate ACH or other electronic debits and credits to your Bank Account as described under the Electronic Funds Transfer Authorization above. You agree that this Voluntary Electronic Funds Transfer Authorization is not a condition to approval of your Loan. By signing below you agree that, in the event that any ACH or other electronic debit entry or other payment is returned unpaid, we may charge any and all amounts owing under the terms of this Agreement to the Credit/Debit Card that you provide for such purpose, as described in the CREDIT/DEBIT CARD AUTHORIZATION section of this Agreement. By signing below you acknowledge that you are not required to consent to receive funds or repay your loan by ACH or other electronic transaction. If you authorize us to effect electronic debit and credit entries for this credit line, you also agree that the Electronic Funds Transfer and Credit Card Authorizations set forth in this Agreement are to remain in full force and effect for this transaction until your indebtedness to us for the full amount due under the terms of this Agreement, plus other fees or charges incurred, is fully satisfied. You may revoke the above authorizations by contacting us directly. If you revoke the above authorizations, we will require you to satisfy your indebtedness through another means of payment acceptable to us. By signing below you authorize us to verify all of the information that you have provided, including past and/or current information. You agree that we may obtain information about you and your Bank Account from your bank and/or consumer reporting agencies and other services until all amounts owing pursuant to this Agreement are paid in full. If there is any missing or erroneous information in or with your loan application regarding your bank, bank routing number, or account number, then you authorize us to verify and correct such information.

Federal Law provides important protections to active duty military members of the Armed Forces and their dependents. To ensure that these protections are provided to eligible applicants, we require you to check one of the following statements as applicable and sign for its accuracy:

I AM a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer.

OR

I AM a dependent of a member of Armed Forces on active duty as described above, because I am the member's spouse, the member's child under the age of eighteen years old, or I am an individual for whom the member provided more than one half of my financial support for 180 days immediately preceding today's date,

OR

I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

**Warning: It is important to fill out this form accurately. Knowingly making a false statement on a credit application is a crime.**

**By entering your name, and clicking the "I Agree" button below, you are electronically signing this document. You agree that this electronic signature has the full force and effect of your physical signature and that it binds you to this Agreement in the same manner a physical signature would do so.**

I AGREE, Tonya Feimster

**CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.**

#### INSTALLMENT LOAN AGREEMENT

**BORROWER:**

Tonya Feimster (IP: 173.42.51.33)      07/11/2023

Signature

Printed Name: Tonya Feimster  
Date 173.42.51.33

**LENDER:**

Authorized Representative      07/11/2023

By: Its Authorized Representative      Date

#### AMORTIZATION SCHEDULE

Borrower: Tonya Feimster  
Lender: eLoanWarehouse

Loan#: 10152817    Effective Date: 07/11/2023    Contract Amount: \$491.75    No.of Payments: 6

#### PAYMENTS DUE

**Customer:** Tonya Feimster

**Store:** Opichi Funds LLC

**Contract #:** 10152817    **Contract Date:** 07/11/2023    **Contract Amount:** \$491.75    **No.of Payments:** 6

#### PAYMENTS DUE

No.	Date	Amount	PrinAlloc	FeeAlloc	FeeDue	Balance
1	07/31/2023	\$246.53	\$77.72	\$168.81	\$168.81	\$414.03
2	08/31/2023	\$246.53	\$26.23	\$220.30	\$220.30	\$387.80

3	09/29/2023	\$246.53	\$53.50	\$193.03	\$193.03	\$334.30
4	10/31/2023	\$246.53	\$62.91	\$183.62	\$183.62	\$271.39
5	11/30/2023	\$246.53	\$106.78	\$139.75	\$139.75	\$164.61
6	12/29/2023	\$246.55	\$164.61	\$81.94	\$81.94	\$0.00