

This Agreement

This Secured Credit Card Agreement (hereinafter "Agreement") is an agreement between you and Cross River Bank, 400 Kelby Street, Fort Lee, New Jersey 07024, for your Yendo open-end (revolving) credit card account. By opening or using your Account, you agree to the terms of this Agreement. This Agreement includes this document, including any amendment or addendum thereto, and the application you submitted in connection with the Account. These documents replace any other agreement relating to your Account that you or we made earlier or at the same time.

Definitions And Parties To This Agreement

The following definitions apply to this Agreement:

"Account" means your secured credit card account with Cross River Bank under this Agreement.

"Balance Transfer(s)" means a transfer of funds to another lender initiated by us at your request.

"Billing cycle" means a time period that ends on a Statement Closing Date (or Closing Date) determined by us and begins on the day after the Closing Date of the previous billing cycle. Each monthly statement reflects a single billing cycle.

"Cash Advance" means using your Account for a loan to receive funds (i) to a deposit account via an electronic funds transaction initiated by us at your request, (ii) at an automated teller machine (ATM), (iii) such as cash, money orders, wire transfers, or travelers checks from a financial institution or third party.

"Cash Advance Limit" means the dollar amount of Cash Advances for you to borrow on your Account.

"Credit Card" means the credit card offered under this Agreement with Cross River Bank and includes both the Virtual Card and any physical device issued by us.

"Credit Limit" means the dollar amount of credit available for you to borrow on your Account, which includes the Cash Advance Limit.

"Payment Due Date" means the date your payment is due as set forth on your monthly statement.

"Program Manager" means Yendo Inc. or Yendo, the program manager for the Credit Card.

“You” and “your” mean each individual person who is applying for the Credit Card, accepting an offer of the Credit Card, using the Credit Card, or promising to pay the Credit Card’s balance.

“Vehicle” means that certain motor vehicle (and all additions and attachments) set forth on Schedule 1, which may be amended by agreement of the parties from time to time.

“Virtual Card” means a way to access available credit under your Account that is not a physical device, and may include (but is not limited to) an account number to purchase goods and services on credit that is charged to your Account.

“We,” “us,” and “our” mean Cross River Bank, member FDIC, the bank offering the Credit Card.

Denying Transactions

At our discretion and for any reason, we may deny any transaction. This will not affect your obligation to pay us. We are not responsible for any losses you sustain if we deny a transaction.

Changes To This Agreement

We may change any term of this Agreement, including but not limited to the interest rates, Credit Limit, Cash Advance Limit, or fees and charges, at our sole discretion, to the extent not prohibited by law. We will furnish you with notice of the change if required by law. If not prohibited by law, any new terms may be at our discretion applied to any balance existing on your Account at the time of change in addition to any future transactions. If you are given a right to reject the change and notify us that you do not agree to the amendment, we may terminate your right to receive credit and may ask you to return all credit devices. You will still be responsible for paying the balance due on your Account pursuant to the terms of this Agreement.

Closing Account

At our discretion and for any reason permitted by law, we may suspend or close your Account or otherwise terminate your right to use your Account. Upon closing, you must immediately stop using your Credit Card, and destroy your Credit Card or return it to use. This will not affect your obligation to pay us. You may close your Account at any time by notifying our Program Manager in writing at Yendo, 3309 Elm St #340, Dallas, TX 75226 or by telephone at (888)-532-0770. All obligations under this Agreement, including Arbitration provisions continue even after the Account is closed. You must destroy all cards on the Account when the Account is closed.

PART 3: HOW TO USE YOUR ACCOUNT

Using Your Account

We will issue you (including any authorized users) a Credit Card under this Agreement to use as a credit device. We may replace your card with another card at any time. Your Credit Card may

only be used for personal, household, or family purposes. Your Credit Card may not be used for business or commercial purposes. Your Credit Card may not be used for (i) “postsecondary educational expenses” as defined in Regulation Z, 12 C.F.R. § 1026.46 (b)(3), or (ii) for any home purchase or refinance, (iii) for the purpose of purchasing or carrying any securities, (iv) for purchase or investment of cryptocurrency, (v) for purchase or investment of securities such as stocks and shares (vi) for business purposes, (vii) gambling, or (viii) to fund any illegal activity.

Promise To Pay

You promise to pay us the amounts of all credit you (including any authorized users) obtain through the Credit Card, which includes all purchases, Cash Advances and Balance Transfers. You also promise to pay all of the amounts of interest charges, fees, and any other transactions charged to your Account.

Your Responsibility

At the time your Account is created, you will receive at least one Virtual Card, only accessible through the Yendo App. You can also order and receive a physical card (“Physical Card”), which will require activation before use. You should sign your Physical Card before using it. A Personal Identification Number (PIN) will be assigned with your Credit Card as of the opening of your Account. You may be required to use a PIN to make an ATM Cash Advance. You can obtain your PIN by going to the Yendo online banking site or Yendo App, or contacting Yendo, at 3309 Elm St #340, Dallas, TX 75226 or by telephone at (888)-532-0770. You are responsible for maintaining the security of your Cards and any other authentication credentials used in connection with your Account.

Authorized Users

If you give your Card to any other person to use or otherwise authorize any person to use your Account, you will be responsible for all charges that such person makes on your Account, even if you did not anticipate or specifically approve the charges. You must notify us in writing if you wish to revoke any permission you gave to another person to use your Account. We then will take commercially reasonable efforts to comply with your instructions to revoke that authority, which may include replacing your Credit Card with a new Credit Card or changing your Account number.

Credit Limit And Cash Advance Limit

At the time your Account is created, you will be assigned a Credit Limit and a Cash Advance Limit, which is a portion or all of your Credit Limit as we determine in our sole and absolute discretion. Your monthly statement will also list your Credit Limit and a Cash Advance Limit, but such amounts will not include Purchases, Balance Transfers, Cash Advances, interest charges, fees, any other transactions, or credits which post to your Account after the Closing Date of that monthly statement. To get your Account balances, may call (888)-532-0770 or access your Account Via the Yendo App.

If we approve a transaction that makes you go over your Credit Limit, or Cash Advance Limit, we do not give up any rights under this Agreement and we do not treat it as an increase in your

Credit Limit or Cash Advance Limit. We may, from time to time, increase or decrease your Credit Limit and/or Cash Advance Limit, including after approval of such a transaction.

Transaction Limits

To prevent fraud, we may limit the number or dollar amount of any type of transactions you can make in any particular amount of time. We also may decline any particular charge on your Account for any reason.

PART 4. TYPES OF TRANSACTIONS

You may use your Account to make purchases from a merchant at an authorized location, at a website or by telephone. You may also use your Account to get Cash Advances and for cash like transactions. The Account may also be used to make Balance Transfers. These types of transactions are further explained below. You agree that we may rely on information provided by merchants and your applicable payment network to categorize transactions among Purchases, Balance Transfers, or Cash Advances.

Purchases

Purchases are transactions in which you use your Credit Card to purchase goods and services on credit from merchants who honor your Credit Card.

Cash And Cash Advances

You can get cash or make a withdrawal from any institution or ATM that accepts the physical Card. In addition, we will treat certain cash like items as Cash Advances, including for example, using your Credit Card (i) to purchase money orders, cashier's checks, traveler's checks, or foreign currency, or (ii) to make electronic or wire transfers or electronic funds bank transfers such as funds transfers from your Credit Card to your bank account via your debit card or via the ACH network.

Balance Transfers

You may transfer balances owed to other creditors to your Account by using checks we provide to you for such purpose, or by any other method we make available to you to transfer balances to this Account.

You agree that any check we issue on your behalf to a financial institution other than us or our affiliates for the purpose of effecting a Balance Transfer at your request ("Balance Transfer Check") will not be returned to you. We are entitled to return a Balance Transfer Check or other request for Balance Transfer unpaid if there is not enough available credit in your Account, if your Account is in default, or if we have terminated your right to obtain further credit under your Account. If we honor the Balance Transfer Check or other Balance Transfer request under these circumstances, the amount in excess of your Credit Limit will be due immediately. We may pay Balance Transfer Checks dated more than six months prior to the date they are presented for payment. We will not certify a Balance Transfer Check. If you request a Balance Transfer when you open your Account, it may not be processed for up to 10 days from Account opening date to allow us time to provide you with legally required

disclosures. The minimum amount of a Balance Transfer is \$100. We will only approve Balance Transfer amounts that are at least \$200 under your Credit Limit. For example, if your Credit Limit is \$2,000, we will only approve a Balance Transfer of \$1,800 or less.

Foreign Transactions

If you make a transaction using your Account in a foreign currency (including, for example, online purchases from a merchant located outside of the U.S.), the credit card association will convert any transaction in foreign currency into U.S. dollars using an exchange rate for the applicable central processing date that is (1) selected by the association from the range of rates available in wholesale currency markets, which rate may vary from the rate the association receives, or (2) the government mandated rate. The conversion rate you get may differ from the rate on the transaction date or the posting date, and from the rate that the credit card association gets. A merchant or other third party may convert a transaction into U.S. dollars or another currency, using a rate they select, before sending it to the credit card association.

PART 5. HOW INTEREST IS CALCULATED

Your Interest Rate

We use a daily rate to calculate the interest on your Account. The daily rate is the applicable Annual Percentage Rates (APRs) divided by 365 or 366 (for leap years). The APRs applicable to your Account are provided in a table at the beginning of your Agreement. Your APRs will also be shown on your monthly statement as well as in the Credit Card management section of the app.

Your APRs are fixed and do not vary.

How And When We Charge Interest For Purchase Transactions

We calculate interest by multiplying the average daily balance (including new purchases) of your Account purchases by the daily rate, and then multiplying the result by the number of days in the billing cycle. Except with respect to interest charged on new transactions during the current billing cycle, interest compounds daily, meaning interest will be charged each day on all accrued and unpaid interest on transactions made during prior billing cycles.

To get the average daily balance of purchases, we take the beginning balance of purchases on your Account each day, add any new purchases posted to your Account that day, add unpaid interest (or other finance charges) and fees (except interest that has accrued on transactions made in the current billing cycle), and subtract any payments or credits. This gives us the daily balance of purchases. Then we add together all of these daily balances of purchases for the billing cycle, and divide the total by the number of days in the billing cycle. This gives us the average daily balance of purchases.

On your statement date:

- We will not add interest to your Account if you repay your balance in full by the Payment Due Date, and you also paid your previous month's balance in full by the due date.
- If you have not paid your statement balance in full by the due date, we will add all accrued interest charges to your Account. Interest will continue to be added to your Account until you pay off your balance in full.

How And When We Charge Interest For Cash Transactions

We calculate interest by multiplying the average daily balance (including new advances) of your Account Cash Advances by the daily rate, and then multiplying the result by the number of days in the billing cycle. Except with respect to interest charged on new transactions during the current billing cycle, interest compounds daily, meaning interest will be charged on all accrued and unpaid interest on transactions made during prior billing cycles.

To get the average daily balance of Cash Advances, we take the beginning balance of Cash Advances on your Account each day, add any new Cash Advances posted to your Account that day, add unpaid interest (or other finance charges) and fees (except interest that has accrued on transactions made in the current billing cycle), and subtract any payments or credits. This gives us the daily balance of Cash Advances. Then we add together all of these daily balances of Cash Advances for the billing cycle, and divide the total by the number of days in the billing cycle. This gives us the average daily balance of Cash Advances.

As there is no grace period for Cash Advances, interest is payable on your Account from the date of the Cash Advance until you pay your cash balance and any associated fees, in full.

We charge interest on your Cash Advances, their related fees, and on accrued and unpaid interest from the date you make the transaction until you pay them in full. You cannot avoid paying interest on Cash Advances or their related fees.

How And When We Charge Interest For Balance Transfers

We calculate interest by multiplying the average daily balance (including new Balance Transfers) of your Account Balance Transfers by the daily rate, and then multiplying the result by the number of days in the billing cycle. Except with respect to interest charged on new transactions during the current billing cycle, interest compounds daily, meaning interest will be charged on all accrued and unpaid interest on transactions made during prior billing cycles.

To get the average daily balance of Balance Transfers, we take the beginning balance of Balance Transfers on your Account each day, add any new Balance Transfers posted to your Account that day, add unpaid interest (or other finance charges) and fees (except interest that has accrued on transactions made in the current billing cycle), and subtract any payments or credits. This gives us the daily balance of Balance Transfers. Then we add together all of these daily balances of Balance Transfers for the billing cycle, and divide the total by the number of days in the billing cycle. This gives us the average daily balance of Balance Transfers.

As there is no grace period for Balance Transfers, interest is payable on your Account from the date of the Balance Transfers until you pay your Balance Transfers and any associated fees, in full.

We charge interest on your Balance Transfers, their related fees, and on accrued and unpaid interest from the date you make the transaction until you pay them in full. You cannot avoid paying interest on Balance Transfers or their related fees.

PART 5. MINIMUM PAYMENT CALCULATION

Your Total Minimum Payment is calculated as follows. It is the greater of:

1. \$50,
OR
2. The sum of any past due amounts, plus 3% of your new balance shown on your billing statement (up to the credit limit), plus interest charged in the current billing cycle, plus late payment fees charged in the current billing cycle, plus any over-the-limit amounts.

We round up to the next highest whole dollar in figuring your total minimum payment. Your total minimum payment will never be more than your new balance.

PART 6. HOW AND WHEN TO MAKE PAYMENTS

When Payments Are Due

You must pay each month at least the minimum monthly payment due provided on your monthly statement by the Payment Due Date.

You may pay, in whole or in part, the outstanding balance on your Credit Card at any time without any additional charge for prepayment. Payments made in any month which are more than the minimum monthly payment will not change your obligation to make the subsequent monthly minimum payments due. We may delay making credit available on your Account in the amount of your payment, even though we will credit your balance when we receive it.

Additional Payments

We may elect to accept late payments, payments less than the monthly minimum payment due, or payments with any restrictive writing from you without losing any of our rights under this Agreement. You may not send a postdated check to make a payment. If you attempt to submit a postdated check as payment, we may deposit the check immediately upon receipt or return the check to you uncashed. We will not be responsible for any expenses you incur in relation to making a payment, such as mailing costs or insufficient fund fees.

Late Payment

You agree to pay a Late Fee of \$20, if the Total Minimum Payment owing as set forth on your monthly statement is not received by us on or before its Payment Due Date. In no case, however, will the amount of the late fee exceed the minimum payment due.

Methods Of Payment

You can pay your Credit Card balance using any of the following methods:

- (i) sending a personal check, certified check or money order by regular mail to us or our assignee;
- (ii) an ACH or other electronic fund transfer from your bank account that you have authorized; or

To pay by personal checks, certified checks or money orders by regular mail, you must send your payments to Yendo at:

Yendo Inc
3309 Elm Street, #340
Dallas, Texas 75226

For any further questions on making payment by US mail, email our Program Manager at: support@yendo.com.

Notice About Electronic Check Conversion

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Electronic Check Re-Presentation Policy

In the event a check is returned unpaid for insufficient or uncollected funds, we may re-present the check electronically. In the ordinary course of business, the check will not be provided to you with your bank statement, but a copy can be retrieved by contacting your financial institution.

No Requirement to Repay By Recurring Electronic Debits.

You are not required to repay us by recurring electronic debits from your bank account. This extension of credit is not conditioned on your agreement to preauthorized electronic fund transfers. You may choose not to pay us by recurring electronic funds transfers with no impact on the decision to extend credit. If you have chosen to repay electronically and signed a recurring electronic payment authorization, then we will automatically transfer your first payment as specified in the authorization from your bank account, unless you cancel or modify this payment at least 3 business days before its scheduled date by contacting us or your bank.

When Payment Will Be Credited To Your Account

We will apply payments in the form of certified checks, checks or money orders received by 5:00 PM local time at the address listed in your statement on the date received. Payments

received after 5:00 PM local time at such address, including the Payment Due Date, will be credited as of the next day. Payments received electronically will be posted to your account when received.

Payment Allocation

We will apply your payment to reduce or pay off balances that are charged at higher rates of interest before those that are charged at lower rates of interest, except as prohibited or otherwise required by law.

If you have different balances which are charged at the same interest rate, we will apply your payments in the following order:

1. Interest balance, including interest accrued for purchases, Cash Advances, and Balance Transfers.
2. Foreign Transaction Fees
3. All other fees
4. Cash and cash like balances, including any Cash Advance fees
5. Balance Transfer balances and any Balance Transfer fees
6. Purchase balance

PART 7: SECURITY AGREEMENT

Security Interest

You hereby grant us, our designees, successors and assigns, a security interest in the Vehicle and in all accessories, equipment, and replacement parts installed in the Vehicle. This security interest also covers the proceeds of any sale of the Vehicle. This secures payment of all amounts you owe under this Agreement and any transfer, renewal, extension, modification, refinancing, or assignment of this Agreement, or any receivable created under this Agreement. You agree to give us the certificate of title and any other document required by state law to note our lien on the title. To the extent permitted by applicable law, you authorize us as your attorney-in-fact to sign your name on any documents necessary to properly record and perfect our security interest should you fail to do so.

Ownership And Risk Of Loss

You promise that you will not permanently remove the Vehicle from your residence. You agree that all equipment, accessories, and parts attached to or added to the Vehicle will at once become a part of the Vehicle. You will use the Vehicle only for personal, family, and/or household purposes. You will not sell or transfer the Vehicle. You will not pledge the Vehicle as security for another loan. You will not give the Vehicle away. You will not abandon the Vehicle. You will not lease the Vehicle. You will not use the Vehicle for other than personal use without our written consent. You will not allow the Vehicle to be used for any illegal purposes or seized. You will keep the Vehicle free from all liens, and claims except those that secure this Agreement. You will keep the Vehicle in good condition and repair. You will timely pay any repair bills, storage bills, taxes, fines, or other charges pertaining to the Vehicle. You must pay all you owe even if the Vehicle is lost, damaged or destroyed. If a third party places a lien on

the Vehicle or makes a claim against or possession of the Vehicle, we may pay the third party all amounts necessary to release the Vehicle from the lien or claim. You agree that all amounts paid to such third parties will be added to the outstanding principal balance of your loan.

Location Of Vehicle. You will notify us immediately in writing of any change in your address or the address where the Vehicle is regularly located. You agree that you will not remove the Vehicle from the United States for any length of time without our prior express written permission to do so.

PART 8: INFORMATION ABOUT YOU

Credit Inquiries; Inaccurate Information

After the Account has been opened, you authorize us to obtain a credit report on you for any legal purpose in connection with this Agreement, including any update, extension of credit, review, or collection of this Credit Card. If you request, we will tell you whether any credit report was requested, and if so, the name and address of the credit bureau furnishing the report. If you believe that we have information about you that is inaccurate or that we have reported or may report inaccurate information about you to a credit bureau, you will notify us of the specific information that you believe is inaccurate by writing to us at support@yendo.com or Yendo, Attn: Credit Dept, 3309 Elm St #340, Dallas, TX 75226. You agree to identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, you agree to send us a copy of that report as well.

Using And Sharing Your information

When you applied for an Account, you gave Cross River Bank and Yendo information about yourself that we could share with each other. Yendo will use the information in connection with the credit program and for things like creating and updating its records and offering you special benefits. By making a purchase, requesting a Cash Advance or initiating a Balance Transfer, you authorize us to share your personal information (including email address) in order to verify your identity, make a credit decision, complete your transaction, service your Account, and for any other lawful purpose as set forth in the privacy policy for your Account. See our privacy policy and privacy notice for additional information.

Change Of Address/Phone Number

You agree to notify us promptly if you move or if your contact information (including phone number, mailing address, or email address) have changed.

Electronic Communications

When you applied for a credit card from us, you expressly agreed to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with this Credit Card and Yendo's servicing of your payment obligations under this Agreement. All Communications given to you by email to your registered email address or within the Yendo App are deemed to have been duly given and

effective upon transmission or when they were posted. Further information can be obtained in our “Electronic Communications Consent” available on www.yendo.com or in the mobile app.

PART 9: INFORMATION ABOUT YOUR ACCOUNT

Unauthorized Use Of The Account

Notify us immediately if you suspect your Credit Card has been lost or stolen or if you believe your Credit Card Account has been used without your authorization. You will be liable for unauthorized use of your Account, to the extent set forth under federal law. If you allow a person to use your Account (although a breach of your agreement with us), you will be responsible for such transactions. You agree to help us investigate, pursue, and get reimbursement from persons wrongfully using your Credit Card.

Credit Bureau Reporting

You authorize the reporting of all credit history relating to all consumer reporting agencies including credit bureaus and specialty agencies as allowed by law for any credit you obtain from us. Late payments, missed payment or other defaults on your Account may be reflected in your credit report.

Default And Collections

Subject to the limitations of applicable state law and any right to notice and to cure under applicable state law, you will be deemed in default of your obligations under this Agreement if: (i) you fail to timely deliver to us the certificate of title or any other document required under state law to note our lien on the title; (ii) you fail to pay timely any amount due under this Agreement; (iii) any payment you make is rejected, not paid or cannot be processed; (iv) you file or have instituted against you any bankruptcy or insolvency proceedings or make any assignment for the benefit of creditors; (v) you exceed the Credit Limit or Cash Advance Limit; (vi) you made a false or misleading statement intended to defraud us; (vii) you die, commit fraud or make any material misrepresentation in this Agreement or in your Credit Card application; (viii) the Vehicle is seized or confiscated by a political or governmental agency as a result of the alleged illegal use of the Vehicle; (ix) you do not fulfill a promise you have made to us in this Agreement; (x) if you remove, disable, or otherwise tamper with the on-board diagnostics device that the Program Manager requires that you to install on the Vehicle to provide information regarding the Vehicle to the Program Manager; or (xi) you fail to keep any promise you make hereunder. Time is of the essence of this Agreement. Waiver of any default or acceptance of any past due payment will not be a waiver of any subsequent or other default. Upon default, we may decrease your Credit Limit or Cash Advance Limit, close your Account, or demand that you immediately pay all amounts due under this Agreement. We reserve the right to report loan payment delinquencies of 30 days or longer to one or more consumer reporting agencies in accordance with applicable law. You acknowledge these may be reflected in your credit report. You agree to pay all costs of collecting any delinquent payments, including reasonable attorneys’ fees, to the greatest extent not prohibited by applicable law. Furthermore, upon default, we may exercise all remedies available to us under applicable law, including the remedies of a secured party under the Uniform Commercial Code of your state.

These remedies include the right to take possession of the Vehicle, including any equipment or accessories thereto, without legal process and without demand if we can do so peacefully. We also may require you to assemble and make the Vehicle available to us at a place to be designated by us that is reasonably convenient to both parties. If any personal items are in the Vehicle at the time of repossession, we can store them for you and give you notice as may be required by law at your last known address as shown in our records. If you do not ask for these items back within 60 days from the date we deliver notice to you, we may dispose of them as allowed by law. If we repossess your Vehicle, we will send you notice of how much you will have to pay to get it back. If you do not redeem the Vehicle, we may take any action allowed by law, including selling the Vehicle. Your right to redeem ends when we enter into an agreement to sell the Vehicle or accept the Vehicle in full or partial satisfaction of your obligations hereunder. If we sell the Vehicle in a public or private sale, we will send you notice at least 10 days before we sell it. You agree to give us the certificate of title and any other document required by state law to record transfer of the title. The proceeds of any sale or other disposition of the Vehicle will be applied, except as otherwise required by law: (1) to the actual and reasonable costs of the sale; (2) to the actual and reasonable costs of retaking, preparing for sale, and storage of the Vehicle; and (3) to any amounts you owe under this Agreement, including permitted charges, and our reasonable attorney's fees and court costs, to the extent permitted by law. Any remaining proceeds will be paid to you, except as otherwise provided by law. You will be liable for any deficiency.

Forbearance

You understand you may request forbearance in accordance with our reasonable procedures and requirements, and the decision to grant your request for forbearance shall be solely at our discretion. During any period of forbearance, your regularly scheduled payments of principal and interest on your Credit Card may be deferred to the extent permitted by applicable law. Except as described above, you understand that you will remain responsible for all interest accruing during any period of forbearance. You understand that any periods of forbearance may increase your monthly payments or may extend your repayment period unless prohibited by applicable law.

Assignment

You are not allowed to assign any of your obligations under this Agreement without our written permission. You agree that we may assign or transfer this Agreement or any of our rights under this Agreement to another person or entity. We may take these actions without notice or consent from you. Any sale or transfer of this Agreement does not affect your rights and duties under this Agreement.

Waivers

Even if, at a time when you are in default, if we do not require you to pay immediately in full, we will still have the right to do so if you are in default at a later time. Neither our failure to exercise any of our rights, nor our delay in enforcing or exercising any of our rights, will waive those rights. Furthermore, if we waive any right under this Agreement on one occasion, that waiver will not operate as a waiver as to any other occasion.

You waive all incidental, punitive, indirect, or consequential damages to the extent permitted by law.

Subject to applicable laws, unless you are a “covered borrower” under the Military Lending Act, 10 U.S.C § 987, you waive presentment, notice of dishonor, protest and all other demands and notices in connection with the delivery, acceptance, performance or enforcement of this Agreement.

Entire Agreement

The application and disclosures that have been provided to you are incorporated into this Agreement by reference. This Agreement, along with such incorporated material, represents the entire agreement between Cross River Bank and you.

Miscellaneous

No provision of this Agreement may be modified or limited except by a written agreement signed by both you and us. The unenforceability of any provision of this Agreement will not affect the enforceability or validity of any other provision of this Agreement.

Governing Law

You understand and agree that Cross River Bank is an FDIC-insured institution located in New Jersey. Consequently, the provisions of this Agreement will be governed by federal law and (to the extent not preempted by federal law) the laws of the State of New Jersey, without regard to conflict of law rules, unless otherwise expressly provided in this Agreement. Without limiting the foregoing, all terms of this Agreement relating to interest, as that term is defined under applicable federal law, including but not limited to origination fees, periodic interest, late fees and returned check fees, shall be governed by 12 U.S.C. § 1831d and the laws of the State of New Jersey. Part 11: ARBITRATION AGREEMENT—NO JURY TRIALS OR CLASS ACTIONS is governed by the Federal Arbitration Act, and not by any state law concerning arbitration.

LIMITATION ON LIABILITY

IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF YOU INFORM US OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, YOU UNDERSTAND WE MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE EFFECT THAT THE AGREEMENT MAY HAVE UPON YOUR FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Yendo Inc
3309 Elm Street, #340
Dallas, Texas 75226

You may also contact us electronically: support@yendo.com

In your letter, give us the following information:

- **Account Information:** Your name and account number
- **Dollar Amount:** The dollar amount of the suspected error
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing* or electronically. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.

- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* or electronically at:

Yendo Inc
3309 Elm Street, #340
Dallas, Texas 75226

support@yendo.com

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

PART 10: COVERED BORROWERS UNDER MILITARY LENDING ACT

Members of the Armed Forces

Federal law provides important protection to members of the Armed Forces and their dependents relating to the extension 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 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To obtain an oral statement regarding the Military Annual Percentage Rate and a description of the payment obligation, covered borrowers may call the following toll-free phone number: (888) 532-0770.

Covered Military Borrowers

If you are a “covered borrower” as defined under 32 C.F.R. § 232.3(g)(1) the Military Lending Act, 10 U.S.C. § 987, as amended, you agree that (i) the provisions of the Disputes and Arbitration sections of this Agreement do not apply (ii) any waiver of right to legal recourse under any state or federal law (including but not limited to the waiver of defenses, presentment, notice of dishonor, protest and all other demands and notices, and (iii) any other provision in this Agreement that is not enforceable against you under the Military Lending Act, do not apply to you.

PART 11: ARBITRATION AGREEMENT—NO JURY TRIALS OR CLASS ACTIONS

NOTICE: IF YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT, 10 U.S.C. § 987, THE FOLLOWING ARBITRATION PROVISION DOES NOT APPLY TO YOU. IF YOU WOULD LIKE MORE INFORMATION ABOUT WHETHER YOU ARE COVERED BY THE MILITARY LENDING ACT, YOU MAY CONTACT YENDO AT (844) 744-3512.

Paragraph A—Governing Law. You acknowledge that the Agreement involves interstate commerce, and that this arbitration clause will be construed, applied and governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, (“FAA”), as amended. The Arbitrator (defined below) shall apply applicable law and applicable statutes of limitation consistent with the FAA and shall honor claims of privilege recognized at law.

Paragraph B—Dispute. “Dispute” means any action, dispute, claim, or controversy of any kind arising out of, in connection with or in any way related, even indirectly, to the Agreement or the extension of credit set forth in the Agreement. For example, “Dispute” includes claims related to: (i) any relationship resulting from, or activities connected to this Agreement; (ii) your application; information you have provided to us; (iii) information and disclosures we have provided to you; and (iv) any prior agreements between you and us, extensions, renewals, refinancings, payment plans, underwriting, servicing, collections, privacy, and customer information. The term “Dispute” also includes: 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 clause, including, any claim that all or any part of this arbitration clause, except Paragraph G below, is void, voidable or unconscionable.

Paragraph C—Mandatory Arbitration. Unless otherwise stated in this arbitration clause, any “Dispute” between the Parties shall, at any party’s election or the election of any respective heirs, successors, assignees or related third parties, including Yendo, any other subsequent holder of this Agreement, and their affiliates, subsidiaries, and parents, (the “Parties”), be resolved by a neutral, binding arbitration, and not by a court of law. This procedure includes any Dispute over the interpretation, scope, or validity of this Agreement, this arbitration clause or the arbitrability of any issue, with the sole exception of the Parties’ waiver of any right to bring a class action or to participate in a class action as provided for under Paragraph G below shall be solely determined by the appropriate court, if necessary. This arbitration clause applies to the Parties, including their respective employees or agents, as to all matters which arise out of or relate to this Agreement or are in any way connected with the extension of credit set forth in this Agreement, or any resulting transaction or relationship.

Paragraph D—Facts About Arbitration. In arbitration, a neutral third party (“Arbitrator”) resolves Disputes, instead of a judge or jury. Both parties waive the right to go to court. The Arbitrator will conduct a hearing, which is private and less formal than a court trial. Each side will have the opportunity to present some evidence to the Arbitrator. The Arbitrator may limit the Parties’ ability to conduct fact-finding prior to the hearing, called “discovery.” Other rights that the Parties might have in court might not be available in arbitration. Following the hearing, the Arbitrator will issue an award. The Arbitrator’s decision is final, and a court may then enforce the award like a court judgment. Courts rarely overturn an Arbitrator’s award.

Paragraph E—Pre-Arbitration Resolution. Prior to starting arbitration, you can call us at (888)-532-0770 or write to us at Yendo, Attn: Credit Dept, 3309 Elm St #340, Dallas, TX 75226 to attempt to resolve the Dispute. We will try to resolve the Dispute. If we make a written offer (“Settlement Offer”), you may reject it and arbitrate. If we do not resolve the Dispute, either party may start arbitration. No party will disclose settlement proposals, including a Settlement Offer, to the Arbitrator.

Paragraph F—Rules and Procedures. Either party may start arbitration by mailing a notice of arbitration, even if a lawsuit has been filed. Such notice shall be given by certified mail, return receipt requested. We may send notice to you at the email address you provided to us in your loan application, as updated. Notice to us, our assignees or related third parties shall be sent to Yendo, Attn: Credit Dept, 3309 Elm St #340, Dallas, TX 75226. The Party initiating the arbitration shall set forth in the notice the nature and factual basis of the Dispute, the names and addresses of all other parties, the amount involved, and the specific relief requested. The responding party must mail a response within 45 days, and may also set forth

any counter-Disputes. The American Arbitration Association (“AAA”) shall conduct any arbitration according to this arbitration clause. The AAA arbitration rules in effect when the claim is filed apply (“AAA Rules”), except where those rules conflict with this Arbitration Clause or any of our agreements with you. You can get copies of the AAA Rules at the AAA’s website (www.adr.org) or by calling 800-778-7879. You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel.

Paragraph G—Class Action Waiver. The Parties agree to give up any right they may have to bring a class action lawsuit or class arbitration, or to participate in either as a claimant. The Parties agree to give up any right to consolidate or join any arbitration proceeding with the arbitration of others. The Parties give up the right to serve as a private attorney general in any jurisdiction in which such procedure might be permitted. To the extent the Parties are permitted to file small claims under Paragraph J below, the Parties agree that any small claim may only be brought on an individual basis and that no small claim may be brought on a class or representative basis. The Parties further agree that if a court or arbitrator decides this Paragraph G is void or unenforceable, this arbitration clause shall be void and without effect.

Paragraph H—Public Injunctive Relief. To the extent allowed by applicable law, you also waive your right to seek a public injunction if such a waiver is permitted by the FAA. However, this arbitration clause shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this Agreement, or (c) your billing address for this Agreement is a California address. If you meet one of these conditions or if a court decides that such a public injunction waiver is not permitted, and that decision is not reversed on appeal, all other Disputes will be decided in arbitration under this arbitration clause and your Dispute requesting a public injunction then will be decided in court. In such a case the parties will request that the court stay the Dispute requesting a public injunction until the arbitration award regarding individual relief has been entered in court. You agree that you will request such a stay when required. In no event will a claim for public injunctive relief be arbitrated.

Paragraph I—Fees and Cost. If you request, we shall advance all of the Arbitrator’s fees and expenses, as well as all administrative and filing fees, up to an amount of \$1000. The Parties shall be responsible for their own attorneys’ fees associated with any arbitration, unless otherwise allowed for under applicable substantive law and awarded by the Arbitrator. If the Arbitrator awards you funds, you will not have to reimburse any arbitration fees and expenses we have advanced. If the Arbitrator does not award you funds, you agree to reimburse us for any arbitration fees and expenses we have advanced. Any such reimbursement shall not exceed the filings fees and costs had the action been as a lawsuit in court.

Paragraph J—Exceptions. The Parties agree that this arbitration clause is not applicable to “small claims” meaning those claims that either Party is entitled to file and maintain in an appropriate small claims court or any action where the total amount in controversy is no greater than \$10,000, including any claims for attorney’s fees and non-monetary relief. The Parties agree that any small claim may only be brought on an individual basis and that no small

claim may be brought on a class or representative basis. The Parties agree that any appeal from a judgment obtained pursuant to this paragraph shall be appealable only by arbitration according to the procedures set forth in this arbitration clause.

Paragraph K—Severability. If it is determined that any paragraph or provision in this arbitration clause is illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the other paragraphs and provisions of this arbitration clause. The remainder of this arbitration clause shall continue in full force and effect as if the severed paragraph or provision had not been included. Notwithstanding this severability provision, if a court of competent jurisdiction determines Paragraph G to be void, illegal, invalid, or unenforceable, the Parties agree that Paragraph G above shall not be severed, and that this arbitration clause shall be void in its entirety.

Paragraph L—Right to Opt Out. If you do not want this arbitration clause to apply, you may reject it by mailing us a written notice to our Program Manager at Yendo, Attn: Credit Dept, 3309 Elm St #340, Dallas, TX 75226. The notice must list your name, address and account number and states that you are opting out of the arbitration clause. An opt out notice is only effective if it is signed by you, and the envelope that the opt out notice is sent in is postmarked no more than 30 calendar days after the date you sign this Agreement. If you opt out of this arbitration clause, it will not affect any other provisions of this Agreement or your obligations under this Agreement. If you do not properly opt out as set forth above, it will be effective as of the date of this Agreement. If you opt out of this arbitration clause, such election shall apply only to this Agreement, and not to any other past, present or future agreements you have with us.

FOR ALL DISPUTES COVERED BY THIS PROVISION, THE PARTIES HAVE AGREED TO WAIVE THEIR RIGHT TO A TRIAL BY JURY, THEIR RIGHT TO PARTICIPATE IN CLASS ACTIONS OR CLASS ARBITRATIONS, AND THEIR RIGHT TO SEEK PUNITIVE AND/OR EXEMPLARY DAMAGES. EXCEPT FOR DISPUTES AND CLAIMS NOT SUBJECT TO THIS PROVISION, ARBITRATION SHALL BE IN PLACE OF ANY CIVIL LITIGATION IN ANY COURT AND IN PLACE OF ANY TRIAL BY JURY. THE TERMS OF THIS PROVISION AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT UNDERSTAND ANY TERMS OF THIS PROVISION OR THE COST, ADVANTAGES OR DISADVANTAGES OF ARBITRATION, YOU UNDERSTAND YOU SHOULD SEEK INDEPENDENT ADVICE BEFORE SIGNING THIS AGREEMENT. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY EACH OF THE PROVISIONS, COVENANTS AND STIPULATIONS SET FORTH ABOVE.

Schedule 1

Description of Motor Vehicle.

Make: _____

Model: _____

Year: _____

Vehicle Identification Number: _____

Title Number: _____

State Issuing Title: _____

DRAFT