

### Important Information About Your Small Loan From New Hampshire

- 1. All loans issued by our company are six month installment loans. This information is in addition to any information discussed with your CashForce USA Customer Service Representative.
- 2. All borrowers have a choice as to how they wish to pay their loans and when they wish to pay it off.
  - o You must make a minimum interest payment either weekly, every two weeks or monthly.

  - o You may choose to pay only the interest on your loan.
    o You may choose to pay the interest and also add an additional amount to pay-down your loan principal.

#### What does this mean?

We will use round numbers to make it easier to understand - these numbers do not reflect what your actual loan may be and is provided only as an example. The following is not the full explanation of your loan. Please see your loan documents.

If you borrow \$200.00 for our six month installment loan and you have decided that because you are paid every two weeks, it is easier for you to pay towards your loan every other Friday. We will help you do that. Let's say you want to have your bank account automatically debited every other Friday. We can do that too. The amount we charge for a \$200 loan is \$18.95 in interest per week, or in this case \$37.90 interest for two weeks. That comes to about \$2.70 a day for a \$200 loan. Now - please remember, this is only the interest payment - if you only pay \$37.90 every two weeks none of that money goes toward paying off the original amount you borrowed, which is \$200.00. In other words, at the end of six months if you only pay \$37.90 every two weeks for the entire time - you will still owe the original amount of the loan - \$200.00.

#### Here is what we suggest.

What we strongly recommend to all of our clients is that you add at least 10% (or more if you can afford it) of your loan amount, which in this example comes out to \$20 (10% of \$200=\$20) and add the \$20 on to your interest payment every two weeks of \$37.90 which equals: \$57.90. (\$20 + 37.90 = \$57.90). By doing this, you are now lowering the amount of the \$200 that you originally borrowed to a much lower amount when the six months are up. We think that you will be much happier knowing that your loan principal is getting lower every two weeks. (If you borrowed from the typical Payday Lender, you would generally have to pay \$40 every two weeks to borrow \$200 - plus you have to go to their office to make payments!)

#### Here is where we are easier to work with.

You can change the amount we debit from your account as long as you call us two days before we debit. For example: maybe you need that \$20 you've been adding to your \$37.90 interest payment. Call us and we'll change it back to \$37.90. Or, you can increase the extra \$20 going towards the loan principal by any amount you wish. We are here to help!

Questions: 800-641-6128 email: information@cashforceusa.com

# DISCLOSURE STATEMENT, ITEMIZATION OF AMOUNT FINANCED, PROMISSORY NOTE, CONSUMER INSTALLMENT LOAN AGREEMENT & LOAN DISBURSEMENT OPTIONS

Customer: **Robert Tester** Lender: CashForce USA Address: 830 State Street Address: 2 Main Street City, State, Zip: Goleta CA 93117 City, State, Zip: Keene, NH 03431 Telephone #: (805)964-6677 Telephone #: (603)355-8100

**DISCLOSURES REQUIRED BY FEDERAL LAW** 

**ANNUAL PERCENTAGE RATE** 

**FINANCE CHARGE** 

AMOUNT FINANCED

**TOTAL OF PAYMENTS** 

The cost of your credit as a yearly rate.

The dollar amount the credit will cost you.

The amount of credit provided to you or on your behalf.

The amount you will have paid when you have made all the scheduled payments.

\$1,228.37

494.05% \$728.37 \$500.00

Your Payment Schedule will be:

Number of Payments: Amount of Payments: When Payments Are Due:

13 \$94.49 2008-10-21

**NH PREPAYMENT:** If you pay off early, you may be entitled to a reduction of part of the finance charge. See your contract documents for any additional information about non-payment, default, and any required repayment in full before the scheduled date and prepayment refunds and penalties.

#### **ITEMIZATION OF AMOUNT FINANCED**

Itemization of the Amount Financed: \$500.00

Amount Given Directly to you: \$500.00

### TERMS, CONDITIONS, DISCLOSURES, PROMISSORY NOTE AND SMALL LOAN AGREEMENT

### TERMS, CONDITIONS AND DISCLOSURES

The Borrower understands, agrees and acknowledges that the actual loan documents, as well as the complete loan document file inclusive of promissory note and specific loan cost description terms, disclosures, APR calculations, etc. are delivered to the Borrower via the email program for CashForce USA. (hereinafter "CashForce") at the time of funding the loan proceeds. Verbal, electronic or written affirmation of this policy is required prior to the funding of any loan proceeds to the Borrower. All required and other data relevant to the loan transaction are available for viewing and printing by the Borrower.

New Hampshire NOTICE: I understand that loans of this type are not intended to meet long-term financial needs and should be relied upon to meet only short-term cash needs.

## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT WITH CashForce:

To assist in the government's efforts to prevent the funding of terrorism and money laundering, Federal law requires financial institutions and some money processors to obtain, verify, and record identification information of each person who opens an account. Accordingly, when you open an account, we will ask for your name, address, date of birth, and other identification information. We may also ask to see your driver's license or other identifying documents.

# DISCLOSURE STATEMENT AND ITEMIZATION OF AMOUNT FINANCED DISCLOSURE REQUIRED BY FEDERAL LAW

#### **DEFINITIONS:**

Annual Percentage Rate = the cost of your credit as a yearly rate

The Finance Charge = the dollar amount the credit will cost you

The Amount Financed = the amount of credit provided to you or on your behalf

Total of Payment = the amount you will have paid when you have made all scheduled payments

#### **ITEMIZATION OF AMOUNT FINANCED**

**Payment terms:** All Borrowers may make minimum required installment payments, principal payments and final payments by ACH processing only.

Late Payment terms: A late payment fee in the amount of \$15 shall be assessed for any installment due and not paid on the scheduled date. All late payment fees shall be added to the principal balance which becomes payable at the maturity of the loan. No interest shall accrue or otherwise be owed on late payment fees.

**Early Payment terms:**Any additional amount may be paid on the outstanding loan balance at any time. The originally calculated installment payment amount shall remain unchanged. Employed Borrowers will realize interest savings when the loan is paid in full which will be reflected in the final payment.

#### **TERMS AND AGREEMENTS**

#### PROMISSORY NOTE AND SMALL LOAN AGREEMENT

FOR VALUE RECEIVED, the undersigned ("Borrower"), jointly and severally if more than one, promises to pay to CashForce (hereinafter "Lender"), at its address shown above, the Total of Payments shown above in accordance with the Payment schedule shown above. Borrower agrees that if this Note is not paid when it is due, Borrower will be in default. If Borrower is in default, and the Lender takes legal action to enforce this Note, Lender will be entitled to recover its costs and reasonable attorney's fees incurred in connection with any legal action, to the extent permitted by law. RSMo &408.552, 553, 562.

Borrower agrees that if Borrower gives an ACH AUTHORIZATION which is returned unpaid by the bank on which it is drawn for insufficient funds, or cannot otherwise be processed, Borrower shall pay Lender a returned ACH charge of \$39.00, which represents actual bank and administrative costs.

**ADDITIONAL TERMS** - This agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and any changes or modifications hereto must be in writing and signed by the borrower and an authorized representative of CashForce. The parties hereto further agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of New Hampshire. This Agreement is entered into conformity with the state and federal law, including but not limited to 15 U.S.C. &1601 et seq. and New Hampshire RSA Ch. 399-A & RSA Ch. 358-K.

**DEFAULT** - You shall be in default under this Agreement if you fail to pay any scheduled payment as provided for under the loan obligation(s) described herein, including the total amount of principal or interest, fail to pay the amount of any NSF for authorized ACH/EFT transaction, or file for bankruptcy.

**TELEPHONE MONITORING AND RECORDING** - CashForce may monitor and record your telephone calls regarding your account with us to ensure the quality of our service, and to document your voice responses concerning the terms, conditions, and provisions of our policies and disclosures.

### **IMPORTANT NOTICES**

#### **SMALL LOANS**

NEW HAMPSHIRE LAW PROHIBITS SMALL LOANS FROM EXCEEDING TEN THOUSAND DOLLARS (10,000) TOTAL DEBT PLUS AN APPLICABLE CHARGE BY THE SMALL LOAN LENDER WHICH IN THE AGGREGATE IS GREATER THAN 10 PERCENT PER ANNUM. RSA 399-A:1 XIV.

In the event you feel that CashForce has not treated you in accordance with the law, you or your attorney may file a complaint with the NH Banking Commissioner at 53 Regional Drive, Suite 200, Condord, NH 03301, PH: 800-437-5991

YOU HAVE THE RIGHT TO RESCIND THIS TRANSACTION ON OR BEFORE THE CLOSE OF THE NEXT BUSINESS DAY FOLLOWING THIS TRANSACTION WITHOUT INCURRING ANY FEE OR OTHER CHARGES. IF YOUR LOAN PROCEEDS WERE DELIVERED TO YOU VIA ACH TRANSACTION OR OTHER ELECTRONIC TRANSFER MEANS, YOU MUST PROVIDE NOTIFICATION TO OUR OFFICES OF YOUR INTENTION TO RESCIND THIS TRANSACTION BY 5:00 PM EASTERN STANDARD TIME ON THE SAME DATE THAT THIS AGREEMENT WAS SIGNED.

LOAN PROCEEDS ARE DISBURSED TO BORROWER EITHER BY CHECK, CASH OR ACH TRANSFER
UPON RECISSION, YOU MUST RETURN TO LENDER ALL LOAN PROCEEDS BY ACH TRANSFER OR OTHER PROMPT MEANS.
IN ALL CASES YOUR RIGHT TO RESCIND THIS TRANSACTION MUST BE EXERCISED BEFORE EXPENDING ANY OF THE
FUNDS DISBURSED TO YOU.

INTEREST CALCULATION - The interest calculation method on the loan you are applying for is a flat rate percentage of the amount borrowed. This loan does not provide a grace period for late payments. Unless payment is received by the lender on the payment due date (or earlier, at your option), you will incur additional charges. Receipt of this disclosure is hereby acknowledged by the dated signature of the applicant and representative of the lender.

conventional credit check such as those performed by a chartered bank or other financial institution. I am also aware that CashForce uses the information that I have provided to verify through third-party vendors such as Teletrack and others, my identity and credit information. Teletrack collects information regarding consumer transactions with certain sub-prime lending institutions and compiles a national database of this activity for the purpose of approving or rejecting an application for credit. I hereby authorize CashForce and its authorized agents to use the information I have provided for the sole purpose of determining my qualifications for a loan. I certify that I have answered all the information on this application truthfully to the best of my knowledge and belief. Furthermore, I hereby authorize CashForce to verify any and all information that I have provided by any reasonable means concerning employers, financial institutions or other sources of information, pursuant to my application for this loan. I certify that I have read this CONSUMER INSTALLMENT LOAN DISCLOSURE thoroughly, and understand fully all its terms and conditions. This document, along with all supporting documentation, upon execution becomes the property of CashForce.

#### **Military Question**

Are you a member of the active military, wife, or dependent child of one or an individual for whom the member provided more than one-half of your support for 180 days immediately preceding an extension of consumer credit?\_\_\_\_YES\_\_X\_\_NO

**LOAN DISBURSEMENT OPTIONS** - Upon qualification and approval for a loan, a borrower's loan may be funded in one of the following methods at the Borrower's sole option.

- 1. Check may be picked up at the service center or mailed.
- 2. ACH overnight credit to the borrower's qualified bank account. Borrower option, requires signed authorization.
- 3. Cash may collect loan proceeds at the service center.

#### SIGNATURE AND ACKNOWLEDGEMENT

By the Borrower signing where indicated below, or affirming by voice, internet or other means, Borrower and CashForce agree and acknowledge that Borrower has received a fully completed copy of the:

- o Disclosure Statement
- o Itemization of Amount Financed
- o Promissory Note and Small Loan Agreement
- o Important Notices
- o Loan Disbursement Option and Voucher Verification

**Borrower hereby acknowledges:** 1) receipt of all financial disclosures and CashForce policies via voice recording at the CashForce Telephone Loan Center, or by other electronic or written means, 2) Borrower's acceptance of identification and access credentials to access CashForce's secure document management website to view and or download their documents and materials, 3) upon Borrower's written request, receipt of an additional copy of all documents utilized in the application process via USA MAIL, and 4) Borrower has read and understands all of the above referenced items, as well as all of the supporting schedules and information provided, and agrees to the terms and conditions contained therein.

	PAID IN FULL		CANCELLED	
DATE:	, 20	CashForce USA:		
DATE:	, 20	BORROWER:		

# AUTHORIZATION FOR PRE-AUTHORIZED ELECTRONIC FUNDS TRANSFER FOR DEBITS ONLY

I, as Borrower, hereby acknowledge that I may, at my sole option, elect to utilize the following methods of repayment of my CashForce USA loan:

- 1. ACH Authorization
- 2. Cash
- 3. US Postal Money Order, or
- 4. Other forms of certified funds

In light of the foregoing, I hereby authorize CashForce USA, Inc. to initiate debit/credit entries to my account at the applicable financial institution and /or my authorized debit card for all payments due, including any returned unpaid item fees due according to the terms of my loan agreement, which is incorporated herein as if fully restated. This authority shall remain in full force and effect until CashForce USA, Inc. and the applicable financial institution have received written notification from me in such time and in such manner as to afford CashForce USA, Inc. and the financial institution a reasonable opportunity to act upon it.

I understand that I may cancel this authorization at any time upon my providing written notice to CashForce USA, Inc. of my cancellation of this authorization. I further understand that canceling my authorization does not relieve me of the responsibility of paying in full all amounts that I owe to CashForce USA, Inc.

DATE OF ACH AUTHORIZATION:

SIGNATURE OF CLIENT:

SIGNATURE OF CUSTOMER SERVICE REPRESENTATIVE:

# AUTHORIZATION FOR PRE-AUTHORIZED DISBURSEMENT BY ACH, (ELECTRONIC FUNDS TRANSFER) ONLY

I hereby acknowledge that I, as Borrower, may elect any of the following methods for all disbursements of loan proceeds at my sole option:

- 1. Check may be picked up at the service center or mailed.
- 2. ACH credited overnight to the borrower's qualified bank account. Borrower option, requires signed authorization.
- 3. Cash voucher CashForce USA acts as a loading station for Maxum, Inc. depositing cash to Borrower's pin number protected debit card. Borrower option, requires signed authorization.

TO ENABLE CASHFORCE USA TO DISBURSE LOAN PROCEEDS TO BORROWER, I hereby authorize CashForceUSA to initiate ACH entries to my qualified bank account and/or my authorized debit card for all disbursements of loan proceeds. This authority shall remain in full force and effect until CashForce USA and the applicable financial institution have received written notification from me in such time and in such manner as to afford CashForce USA and the applicable financial institution a reasonable opportunity to act upon it. I understand that I may cancel this authorization at any time upon my providing written notice to CashForce USA of my cancellation of this authorization. I further understand that canceling my authorization does not relieve me of the responsibility of paying all amounts that I owe CashForce USA, Inc. in full.

**THIS AUTHORIZATION DOES NOT ENABLE CASHFORCE USA** to charge any fees or other charges to my bank or other account. A separate authorization shall be used for that purpose some time before the due date of my loan in the event that I, in my sole discretion, choose to exercise that option.

DATE OF ACH AUTHORIZATION:

SIGNATURE OF CLIENT:

SIGNATURE OF CUSTOMER SERVICE REPRESENTATIVE:

**Interpretation of Interest Charges in the Event Payments are Made when Due.** 

The annual APR for Installment loans = 494.05 % per year and monthly = 41.17 %

# **Privacy and Security at CashForce USA**

# IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT WITH CASHFORCE USA, (CFUSA)

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions and some money processors to obtain, verify, and record information that identifies each person who opens an account.

What this means for our clients: When opening an account, we will ask for name, address, date of birth, and other information that will allow us to identify the client. We may also ask to see a driver's license or other identifying documents.

#### **PRIVACY POLICIES**

We (CFUSA) collect nonpublic personal information about the borrower from the following sources:

- o Information we receive from clients on application or other forms;
- o Information about client transactions with us, our affliates, or others; and
- o Information we receive from a consumer reporting agency.

We may disclose the following kinds of nonpublic personal information about clients to our affliates that are also licensed small loan lenders:

- o Information we receive from the client on application or other forms;
- o Information concerning client transactions with us, or our affliates, such as client payment history;
- o Information we receive from a consumer reporting agency, such as client credit worthiness or credit history.

We do not disclose nonpublic personal information about our customers or former customers to anyone other than our affliates unless the disclosure is required or permitted by law, or requested in writing by our customer.

We restrict access to nonpublic personal information about our clients to our employees who need to know that information in order to serve client. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard client nonpublic personal information.

**Pretexting Protection** - circumvention of unauthorized individuals creating and using an invented scenario through illegitimate inquiries.

When a client contacts CFUSA for information considered confidential, the CSR endeavors to positively identify the individual by asking a series of security questions with answers known only to the client and drived from the client file: What are the last four numbers of your social security number? What is your date of birth? What is your home address? What are the last four numbers of your home or cell phone? What is the amount of the last transaction with CFUSA? What are the last four numbers on your driver's license?

#### Privacy and Security at CashForce USA

#### Data Security.

- a. All CASHFORCE USA Information and consumer identifying information
  is encrypted as it is delivered through the internet. 128-bit SSL/TLS or higher strength encryption
  is utilized.
- b. All CASHFORCE USA Information is protected when stored on servers, subject to at least the following requirements:
- (i) Servers storing CASHFORCE USA Information are separated by a firewall from publicly accessible web-servers;
- (ii) CASHFORCE USA Information cannot be accessed by TCP services directly from the Internet and is not referenced in domain name services (DNS) tables;
- (iii) All security access to these servers, both physical and network, include authentication.
- (iv) All servers are kept current with all operating system patches, as they become available.
- c. CASHFORCE USA Information may not be shared with or accessed by any person other than an Authorized Employee.
- d. When displaying any nonpublic information in HTML, no CASHFORCE USA Information can be stored on the presentation server(s).

CFUSA has implemented adequate security measures in order to prevent use or access of CASHFORCE USA Information by persons other than Authorized Employees, including without limitation, the following: (i) assigning each Authorized Employee a unique intranet identification and password (together, Operator Passwords ), (ii) changing the Operator Passwords at least once every ninety (90) days or sooner if a specific Authorized Employee is no longer responsible for accessing CASHFORCE USA Information or CLIENT has learned or suspects that there has been unauthorized access to an Operator Password, (iii) limiting knowledge of the CASHFORCE USA. Access Information and Operator Passwords to Authorized Employees and strictly prohibiting the sharing, disclosure, or public display of any such information, (iv) using all security features in the software and hardware used to access CASHFORCE USA Information, (v) not transferring any hardware or software between locations without deletion of all CASHFORCE USA Access Information and Operator Passwords, and (vi) if unauthorized access to CASHFORCE USA Access Information is discovered or suspected, immediately notifying CASHFORCE USA and further undertaking all remedial efforts within its power and control to cure such unauthorized access or use.

#### Privacy and Security at CashForce USA

#### **Network Topology.**

- a. CFUSA's Internet connection is protected with dedicated, industry-recognized firewall that is configured and managed to adhere to industry best practices.
- b. CASHFORCE USA Information may be held only on a secure application server that can be accessed only by a secure presentation server, through the following method:
- (i) Single firewall method: When a dual firewall method is not feasible, a single firewall is provided and considered as an acceptable level of protection. The firewall is installed between the Internet and the presentation server(s). Multiple entries to the separate presentation server(s) and the application server holding the CASHFORCE USA Information implemented.

The firewall is configured to allow only the presentation server(s) access to the application server holding CASHFORCE USA Information.

- c. No internal Internet Protocol (IP) address is publicly available or natively routed to the Internet.
- d. The network does not provide any access to any firewall or servers without proper strong authentication from the Intranet or through the firewall over an SSL encrypted connection.
- e. Any exceptions or alerts must be logged and reviewed by CFUSA and maintained for at least one (1) year for review by The Company.

# Change of Requirements, training, updates, controls, administrative and technical coordinations.

CASHFORCE USA may from time to time, change any of the requirements herein to improve privacy and security related matters. Employees shall be trained in an ongoing basis to include privacy and security measures effected by CFUSA and reviewed on a weekly basis. Such training, coordination, periodic risk assessment, and program evaluation shall be conducted by The Manager. Safeguard controls, design and implementation, contract vendors privacy and security policies, hardware/software updates and upgrades, policy evaluation/adjustments, privacy and security policy recommendations and all policy program evaluation shall be coordinated on a regular basis between the Manager and the IT Specialist.