

**Unsecured Personal Installment Loan by Kali LLC dba Arrow Funding Group PLEASE TAKE A MOMENT TO REVIEW THIS LOAN AGREEMENT CAREFULLY. YOU WILL BE REQUIRED TO ELECTRONICALLY SIGN IT. YOU WILL ALSO ELECTRONICALLY SIGN THE PAYMENT CHOICE AUTHORIZATION.**

Loan No.: 000022239-00	Effective Date (e): 6/27/2019 The date you begin to pay interest on the loan.
Application Date: 6/26/2019 This is the date you signed and submitted this application to the lender.	

Lender's Name: Kali LLC dba: <a href="#">Arrow Funding Group</a> Address: 2770 Mission Rancheria Rd. #633 City, State, Zip: Lakeport, CA 95453 Phone (844)425-3087 Email: <a href="mailto:clientservices@arrowfundinggroup.com">clientservices@arrowfundinggroup.com</a>	Borrower's Name: Jacqueline Coygrant Borrower's ID: XXXXX4208 Borrower Address: 1780 new orleans way, City, State, Zip: MCDONOUGH, GA Zip: 30252 Phone: (770)896-1661 Borrower's Bank and Account Number for ACH Transfers (the "Bank Account") WELLS FARGO BANK: 3000162794510
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**We cannot commit to make a loan to you unless your completed application is approved by our underwriting department, located on the Tribe's Reservation.**

**TRUTH-IN-LENDING DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
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 after you have made all payments as scheduled.
885.49%	\$1,425.00	\$500.00	\$1,925.00

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

<b>Payment Number</b>	<b>Amount of Payment</b>	<b>When Payment is Due</b>
1	\$150.00	7/5/2019
2	\$150.00	7/19/2019
3	\$150.00	8/2/2019
4	\$150.00	8/16/2019
5	\$200.00	8/30/2019
6	\$185.00	9/13/2019
7	\$170.00	9/27/2019
8	\$155.00	10/11/2019
9	\$140.00	10/25/2019
10	\$125.00	11/8/2019
11	\$110.00	11/22/2019
12	\$95.00	12/6/2019
13	\$80.00	12/20/2019
14	\$65.00	1/3/2020

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

**See the terms of this Loan Agreement** for any additional information about nonpayment, default, any required repayment in full before the scheduled date

Itemization of Amount Financed: Amount given to you directly:

\$500.00 . Amount paid on Loan No. N/A with us: N/A.

In this Loan Agreement ("Loan Agreement"), "you", "your" and "I" refer to the borrower identified above who has electronically signed it. The words "we", "us", "our", and "Lender" refer to Kali LLC d/b/a [Arrow Funding Group](#), a wholly owned limited liability company and economic development arm of the Big Valley Band of Pomo Indians of the Big Valley Rancheria Tribe ("Tribe"). We are organized under and governed by the laws of the Tribe. "Loan" means this consumer installment loan. By executing this Loan Agreement, you hereby acknowledge and consent to be bound to the terms of this Loan Agreement, including the dispute resolution provisions herein.

### SPECIAL NOTICES

- **THIS IS AN EXPENSIVE FORM OF BORROWING.**
- **YOU CAN SAVE FINANCE CHARGES BY PAYING OFF YOUR LOAN EARLY EITHER IN PART OR IN FULL.**
- **YOUR LOAN IS DESIGNED TO ASSIST YOU IN MEETING YOUR SHORT-TERM CASH NEEDS. IT IS NOT A SOLUTION FOR LONGER TERM FINANCIAL PROBLEMS.**
- **NON-PROFIT CREDIT COUNSELING SERVICES ARE AVAILABLE IN YOUR COMMUNITY FOR CONSUMERS EXPERIENCING FINANCIAL PROBLEMS.**

**TRUTH IN LENDING DISCLOSURES:** The disclosures above are provided to you so that you may compare the cost of this loan to other loan products you might obtain in the United States. All numerical disclosures are estimates and are calculated based on the date the loan funds are deposited into your Bank Account. The loan funds are assumed to be deposited into your Bank Account one (1) business day after this Agreement is signed and approved.

**PROMISE TO PAY:** You promise to pay us the Amount Financed and finance charges according to the payment schedule in the Truth in Lending Disclosures plus all other amounts owed to us under this Loan Agreement. You agree that your finance charges will be calculated at the Annual Percentage Rate in the Truth in Lending Disclosures. You will pay us as you selected in your Disbursement and Payment Choice Authorization on each Payment Due Date.

**CANCELLATION:** You may cancel your payment obligations under this Loan Agreement, without cost or finance charges, no later than 5:30 p.m. Eastern time of the next business day immediately following the Effective Date ("Cancellation Deadline"). Your right to cancel your loan only applies if your loan either hasn't funded or, if it has, the funds are returned to us as explained below. To cancel your payment obligations on this loan, you must inform us **in writing**, by or before the Cancellation Deadline by email to [clientservices@arrowfundinggroup.com](mailto:clientservices@arrowfundinggroup.com) that you want to cancel the future payment obligations on this loan. If we timely receive your written notice of cancellation on or before the Cancellation Deadline but **before** the loan proceeds have been deposited into Your Bank Account, then we will not debit Your Bank Account and both your and our obligations under this Loan Agreement will be rescinded. However, if we timely receive your written notice of cancellation on or before the Cancellation Deadline but **after** the loan proceeds have been deposited into Your Bank Account, then you authorize us to effect a debit to Your Bank Account or your debit card as you selected in your Payment Choice Authorization for the principal amount of this Loan Agreement. If we receive payment of the principal amount via the debit, then both your and our obligations under this Loan Agreement are immediately rescinded. If we do not receive payment of the principal amount by debit to Your Bank Account or your debit card, then this Loan Agreement remains in full force and effect.

**DISBURSEMENT:** If your Loan is approved, we will process disbursement of your loan proceeds within 2 business days of the day your loan is approved. A business day is a regular work day and does not include Saturday, Sunday or bank holidays. You authorize us to use commercially reasonable efforts to initiate a credit entry by depositing the proceeds of your loan into Your Bank Account described in your Disbursement and Payment Choice Authorization. The date that your loan proceeds are deposited to Your Bank Account is the "Disbursement Date". Unavoidable delays as a result of bank holidays, the processing schedule of your individual bank, inadvertent processing errors, "acts of god", or "acts of terror" may extend the time for the deposit.

**REPAYMENT SCHEDULE:** You must repay this loan in payments according to the Payment Schedule set forth above in the Truth-in-Lending Disclosures.

**PAYMENTS:** You agree to timely pay us the principal and interest due on each designated Payment Due Date as it appears in the payment schedule in the Truth and Lending Disclosures, including any additional fees accrued based on late or nonpayment. You agree to make payments in the manner selected in your Disbursement and Payment Choice Authorization until your loan, including principal, finance charges and other charges, is paid in full. However, if you chose automatic payments, you may revoke your authorization at any time by contacting us directly at (844)425-3087 at least two (2) business days prior to a scheduled payment so that we may revoke any scheduled electronic payments and notate your account accordingly. Please note, your revocation is effective immediately, however, if you have any pending payments at the time of revocation, you may need to allow for those payments to post before we can refund them to you. If you revoke your automatic payment authorization, then you agree to make payments directly to us by cashier's check or money order as described in your Disbursement and Payment Choice Authorization.

**PAYMENT DUE DATE:** In the event your Payment Due Date is on a day that is not a Business Day, we will process your payment on the next Business Day after your Payment Due Date, and we will credit any payment received on that Business Day as if it were received on the Payment Due Date.

**WHEN YOU BEGIN PAYING INTEREST:** You begin to pay us interest for the Loan on the date that the proceeds of the Loan are deposited into your Bank Account, which is 6/27/2019. The first Installment Period on the Loan begins with the Effective Date and ends on the first Payment Due Date. Thereafter, each Installment Period begins on the first date following the Payment Due Date and ends on the next Payment Due Date. You will be charged interest on the entire Installment Period beginning on the first day of the Installment Period. In calculating your payments, we have assumed you will make each payment on the due date and in the amount due. If any payment is made before a Payment Due Date, the interest is due for the entire Installment Period and no refund shall be made for the interest charged for that installment period. Time is of the essence, which means that there are no grace periods for when payments must be made. If any payment is due on a day on which your bank is not open, then such payment shall be due on the next business day upon which your bank is open.

**VERIFICATION:** You authorize us to verify the information you provided to us in connection with your Loan application by obtaining consumer reports about you now or in the future as long as you owe us money under this Loan Agreement. We reserve the right to withhold funding of this Loan, at any time prior to disbursement, to allow us to verify the information you have provided to us.

**RETURNED ITEM FEE.** . If your payment method is stopped, denied or dishonored for any reason, including due to insufficient funds in your Bank Account, you agree to pay us a fee of \$25. You authorize us and our agents to make a one-time withdrawal from your Bank Account to collect this fee if you have also selected automatic electronic payments in your Disbursement and Payment Choice Authorization. Your financial institution may also impose a fee.

**PAYMENT APPLICATION:** : Lender will apply your payments in the following order: (1) to any finance charges and fees first, then (2) to principal amounts outstanding

**PREPAYMENT:** You may prepay all or part of the amount you owe us at any time without penalty except that there is no refund of interest already accrued as of the date of the prepayment. To make a prepayment, you must contact a customer service representative for the full payoff amount. The Lender will apply any prepayment to the accrued and unpaid interest before reducing the principal amount of the Loan. If you make a partial prepayment of additional principal, there will be no changes in the Payment Due Date and the amount of the scheduled payments due within the payment schedule. Instead, the prepaid principal will be deducted from the end of your payment schedule. A customer service representative will provide you with more detailed information based on your individual repayment history.

**DEFAULT:** You will have broken your promise to us in this Loan Agreement (each a "Default") if: (a) you provide false or misleading information about yourself, your employment, or your financial condition prior to entering into this Loan Agreement, or (b) if you fail to pay us a scheduled payment or any other amounts you owe us when due or your chosen payment method is stopped, denied or otherwise dishonored.

**CONSEQUENCES OF DEFAULT:** Should you default on any of your obligations under this Loan Agreement, we may, at our option, do any one or more of the following: (a) we can choose to declare all principal, earned finance charges and other amounts that you owe us to be immediately due and payable in full; (b) if you authorized debits from either Your Bank Account or your debit card in your Payment Choice Authorization, you agree that, without further notice, we can debit Your Bank Account or debit card, as applicable, for the full amount that you owe us; (c) submit your name to a collection agency; (d) report the incident to a consumer reporting agency database, which may negatively impact your ability to write checks or to receive loans or advances from other companies, and (e) pursue all legally available means to collect what you owe us. By choosing any one or more of the above options, we do not waive our rights to use any

other alternative methods available to us to collect the money you owe us.

**CREDIT REPORTING:** We do not report information about your loan to any of the national credit reporting agencies. However, we may report information about your Loan repayment to consumer reporting agencies such as, but not limited to, MicroBilt, ChexSystems, TeleCheck Services, Teletrack, Clarity Services, DataX Ltd or FactorTrust. Late payments, missed payments, or other information may be reflected in your consumer report.

**BORROWER'S BANK CHARGES:** You will not hold us or our agents responsible for any fees imposed by your banking institution in connection with this Loan Agreement

**GOVERNING LAW:** The laws of the Tribe, and federal law, to the extent applicable, will govern this Loan Agreement, without regard to the laws of any state or other jurisdiction, including the conflict of laws rules of any state. You agree to be bound by Tribal law, and in the event of a bona fide dispute between you and us, Tribal law and applicable federal law shall exclusively apply to such dispute.

**SOVEREIGN IMMUNITY:** This Loan Agreement and all related documents are being submitted by you to us as an economic arm, instrumentality, and wholly-owned and operated business of the Tribe. The Tribe is a federally-recognized Indian Tribe and enjoys governmental sovereign immunity. Because we and the Tribe are entitled to sovereign immunity, you will be limited as to what claims, if any, you may be able to assert against the Tribe and us. To encourage resolution of consumer complaints, any complaint may be submitted by you or on your behalf to the Tribe for review as described under the "Tribal Dispute Resolution Procedure Provision" below.

**PRESERVATION OF SOVEREIGN IMMUNITY:** It is the express intention of the Tribe and us operating as an economic arm of the Tribe, to fully preserve, and not waive either in whole or in part, exclusive jurisdiction, sovereign governmental immunity, and any other rights, titles, privileges, and immunities, to which we and the Tribe are entitled. To protect and preserve the rights of the parties, no person may assume a waiver of sovereign immunity. No waiver is or can be made except by express written declaration of the Tribe's governing body, the Tribal Council, specifically authorizing a waiver for the matter in question. No such waiver has been made with respect to either your Loan Agreement or your Payment Choice Authorization.

**TRIBAL HOTLINE:** If you have already contacted Customer Service in an attempt to resolve an issue or concern and still need additional assistance, please contact the Tribal Hotline at (855)227-8301 between the hours of 9am and 5pm PST, M-F excluding major and tribal holidays (All Federal Holidays).

### **TRIBAL DISPUTE RESOLUTION PROCEDURE PROVISION**

As an accommodation to consumers, the Tribe has established a Tribal Dispute Resolution Procedure (the "Tribal Dispute Resolution Procedure") to review and consider any and all types of complaints made by or on behalf of our consumers relating to or arising from this Loan Agreement. You may request a copy of the Tribal Consumer Financial Services Regulatory Ordinance by written request mailed along with a self-addressed postage pre-paid return envelope to Tribal Consumer Financial Services Regulatory Ordinance Request, Attn: Regulatory Agent, P.O. Box 632, Finley, California 95453. The Tribe and Kali LLC dba [Arrow Funding Group](#) intend and require, to the extent permitted by law, for any complaint lodged, filed, or otherwise submitted by you or on your behalf to follow this Procedure. Under this Procedure, a consumer who, in the course of his or her otherwise lawful and proper use of Enterprise's business, has concerns about the operation of any part of our business or who otherwise believes himself or herself to be aggrieved by some aspect of the operation of any part of our business, shall direct his or her concerns or dispute in the first instance to our management, either orally or in writing. A consumer's complaint to our business 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 the consumer is dissatisfied with Kali LLC dba [Arrow Funding Group](#)'s initial determination, he or she may request review of the initial determination by submitting such request in writing to the Tribal Consumer Financial Services Regulatory Authority ("Authority"), P.O. Box 632, Finley, California 95453, no later than ten (10) days after receiving Kali LLC's 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 Tribal Business Committee within twenty (20) days of receiving the Authority's final written decision. Any decision of the Tribal Business Committee 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.

**WAIVER OF JURY TRIAL:** The Tribal Dispute Resolution Procedure has been created by the Tribe and Kali LLC as a

courtesy to consumers and is the sole and exclusive dispute resolution mechanism for disputes and claims arising under this Agreement.

**THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. The words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to this Tribal Dispute Resolution 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 Loan Agreement, the information you gave us before entering into this Loan Agreement, including the customer information application, and/or any past Loan Agreement or Agreements between you and us; (c) all counterclaims, cross-claims and thirdparty 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, governors, managers, members, parent company or affiliated entities (collectively, "related third parties"), including claims for money damages and/or equitable, declaratory, 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.

**2. You acknowledge and agree that by agreeing to this Waiver of Jury Trial provision: (a) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; (b) YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and (c) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.**

3. All disputes including any Representative Claims against us and/or related third parties shall be resolved by the TRIBAL DISPUTE RESOLUTION PROCEDURE only on an individual basis with you as provided for pursuant to Tribal law. **THEREFORE, NO LITIGATION OR ARBITRATION IS AVAILABLE, AND NO JUDGE OR ARBITRATOR SHALL CONDUCT CLASS PROCEEDINGS; THAT IS, YOU SHALL BE INELIGIBLE TO SERVE AS A CLASS ACTION REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN LITIGATION OR ARBITRATION.**

4. All disputes arising out of, relating to, or in connection with this Agreement shall be finally settled under the Tribal Dispute Resolution Procedure.

5. This Tribal Dispute Resolution Procedure is binding upon and benefits you, your respective heirs, successors and assigns. This Tribal Dispute Resolution Procedure 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 Tribal Dispute Resolution Procedure 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.

**Your right to file suit against us for any claim or dispute arising from or relating to this Agreement is limited by the WAIVER OF JURY TRIAL AND THE TRIBAL DISPUTE RESOLUTION PROCEDURE provisions.**

**• THIS TRIBAL DISPUTE RESOLUTION PROCEDURE 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 YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES.**

**• YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; AND YOU ARE GIVING UP 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.**

**BANKRUPTCY.** You represent and warrant that you are not currently a debtor in any bankruptcy proceeding, you are not contemplating bankruptcy, have no intention to file a petition for relief under any chapter of the U.S. Bankruptcy Code, and you have not consulted with an attorney regarding a potential bankruptcy filing in the past six months. You must provide any notice(s) of any future bankruptcy petition and all subsequent filings, motions, orders or correspondence to us at P.O. Box 633, Lakeport, CA 95453

**MILITARY LENDING.** By signing this Agreement, you certify that you are not a regular or reserve member of the military or a spouse/dependent of a military member. Specifically, you certify that you are not, nor the spouse or dependent of a regular 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 servicing on Active Guard or Reserve Duty. (Dependents include the member's spouse, children under the age of 18 years old, or an individual for whom the member provided more than one half of their financial support for 180 days preceding the date of this Agreement).

### **CONSENT TO ELECTRONIC COMMUNICATIONS**

The following terms and conditions govern electronic communications in connection with this Loan Agreement and the transaction evidenced hereby (this Consent). By electronically signing this Loan Agreement and entering your name below, you are confirming that you have agreed to the terms and conditions of this Consent and that you have the ability to download or print 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 Loan Agreement, this Consent, disclosures, change-in-term notices, fee and transaction information, statements, delayed disbursement letters, notices of adverse action, and transaction information (collectively, Communications), may be sent to you electronically by sending it to you by e-mail or by posting the information at our website, [www.arrowfundinggroup.com](http://www.arrowfundinggroup.com).

We will not be obligated to provide any Communication to you in paper form unless you specifically request us to do so.

- You may obtain a copy of any Communication by contacting us at [www.arrowfundinggroup.com](http://www.arrowfundinggroup.com), writing to us at [clientservices@arrowfundinggroup.com](mailto:clientservices@arrowfundinggroup.com) or by calling us at (844)425-3087. You also can withdraw your Consent to ongoing electronic communications in the same manner and ask that any Communication be sent to you in paper or non-electronic form. If you choose to receive Communications in paper or non-electronic form, we may elect to terminate this Loan Agreement and demand payment of the amount then due by the date of your withdrawal of Consent; or by the expiration of any minimum term mandated by law, whichever is later.

- You agree to provide us with your current e-mail address for notices at the address or phone number indicated above. If your e-mail address changes, you must send us a notice of the new address by writing to us or sending us an e-mail, using secure messaging, at least 5 days before the change.

- In order to receive electronic communications in connection with this transaction, you will need a working connection to the Internet. Your browser must support the Secure Sockets Layer (SSL) protocol. SSL provides a secure channel to send and receive data over the Internet. Microsoft Internet Explorer or equivalent browser and above supports this feature. You will also need either a printer connected to your computer to print disclosures/notices or sufficient hard drive space available to save the information (e.g., 1 megabyte or more). You must have your own Internet service provider. We may amend (add to, delete or change) the terms of this Consent to electronic communication by providing you with advance notice.

### **CONSENT TO RECEIVE TEXT MESSAGES**

As used in this text consent, "Text Message" means any text messaging communication from us to you pertaining to your loan, including but not limited to payment information, account information, due dates, delinquent accounts, and program updates relating to your loan, but excluding advertising or telemarketing Text Messages. All Text Messages from us in electronic format to you will be considered "in writing." In order to access, view, and retain Text Messages that we make available to you, you must have: (1) a Text Message-capable mobile phone, (2) an active mobile phone account with a communication service provider; and (3) sufficient storage capacity on your mobile phone. The services are available from most of the carriers that offer Text Messaging. Consult your mobile service carrier to confirm that they offer Text Messaging. There is no service fee for Text Messages, but you are responsible for all charges imposed by your communications service provider, such as fees associated with Text Messaging. 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. You agree that we may send any Text Messages related to your loan through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to indemnify, defend and hold us harmless from and against 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 relating to Text Messages. Your obligation under this paragraph shall survive termination of this Loan Agreement. You agree that Text Messages are provided for your convenience only. Receipt of each Text Message may be delayed or impacted by factors pertaining to your communications service provider. 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 Text Messages sent by us. We may modify or terminate our Text Messaging services from time to time, for any reason, with or without notice, and without liability to you, any other user or third party.

### **CONSENT TO RECEIVE ADVERTISING OR TELEMARKETING TEXT MESSAGES AND TELEPHONE CALLS**



By checking this section, you consent to our sending you advertising and telemarketing Text Messages to the mobile phone number you have provided below. You also consent to our making advertising or telemarketing calls to you at your mobile phone number using automatic telephone dialing system or an artificial or prerecorded voice.

- Opt-in
- Opt-out

Signing this section will be deemed to be your signature acknowledging your consent to receive advertising and telemarketing Text Messages and telephone calls as described above to your mobile phone at 844-425-3087.

To receive SMS notifications, you will need: (1) a SMS capable phone; (2) an active mobile phone account with a communication service provider that offers SMS services; and (3) sufficient storage capacity on your mobile phone.

**You are not required to consent to advertising or telemarketing Text Messages or calls to obtain credit or other services from us.** At any time, you may withdraw your consent to receive advertising or marketing Text Messages or marketing calls to the mobile number provided by replying STOP to any text message we send you, or by calling us at (844)425-3087 or emailing us at [clientservices@arrowfundinggroup.com](mailto:clientservices@arrowfundinggroup.com).

You understand that any Text Messages we send you may be accessed by anyone with access to your Text Messages; and your mobile phone service provider may charge you fees for Text Messages that we send you, and you agree that we shall have no liability for the cost of any Text Messages.

**OPT-OUT or STOP.** This policy applies to the text messages sent by Kali LLC d/b/a [Arrow Funding Group](#) to our customers while and after they use our product. If you wish to stop receiving advertising and marketing text messages from Kali LLC d/b/a [Arrow Funding Group](#), reply to any text message we have sent you and simply type STOP in your reply text. If you wish to stop receiving all text messages from Kali LLC d/b/a [Arrow Funding Group](#), including those with information about payment due dates or missed payments, type STOP ALL in the reply text you send us. Any withdrawal of your consent to send text messages will be effective one (1) business day after you have submitted your request. We will not impose any fee upon you to process the withdrawal of your consent to receive Text Messages.

**HELP OR SUPPORT.** If at any time you need our contact information or information on how to stop text messages, reply to any text by typing HELP. Upon receiving your text message, we will send you a text with this information. In general, the messages we send to you provide you with information about your account [ways to reduce your payments and potential offers, promotions, coupons and other marketing material]. Some of the text messages we send you may include links to websites. To access these websites, you will need a web browser and Internet access. We may modify or terminate our SMS or text messaging services from time to time, for any reason and without notice, without liability to you, any other user or any third party. We reserve the right to modify this SMS Disclosure from time to time without notice. It is your obligation to review the SMS Disclosure from time to time so that you are aware of any changes.

**YOUR AGREEMENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**

This Agreement includes approval of the Tribal Dispute Resolution Procedures, jury trial waiver, and class action waiver that may be enforced by you and us. By signing this Agreement, you agree that you had an opportunity to read and complete the application, as well as procure a completed copy for your records. You further agree that you have read and understand all of the terms of this Agreement, including the Tribal Dispute Resolution Procedure Provision, the Consent to Electronic Communications, and the Consent to Receive Text Messages.

By electronically signing this Agreement you certify that the information provided in connection with this Agreement is true and correct. You authorize us to verify the information you provided in connection with this Agreement, specifically you authorize us to obtain information about you from a consumer reporting agency or other sources. You acknowledge, represent and warrant that: (a) you have read, understand, and agree to all of the terms and conditions of this Agreement, including the Tribal Dispute Resolution Procedure Provision, Waiver of Jury Trial, and Waiver of participating in a class action; (b) this Loan Agreement contains all of the terms of the agreement between you and us and that no representations or promises other than those contained in this Agreement have been made; (c) you specifically authorize repayment of your loan via the payment method selected in the Disbursement and Payment Choice Authorization provision; (d) 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; (e) this Agreement was completed before you signed it; and (f) you have the ability to print or retain a completed copy of this Agreement for your records. You further acknowledge that we may withhold funding of your loan until we have verified all the information you provided on your application to make sure it is true and correct and we have had an opportunity to determine whether you meet our requirements to receive the Loan.

**Your E-Sign Consent.** You are submitting a request for a loan transaction from Kali LLC d/b/a [Arrow Funding Group](#) ("Lender"), a wholly owned limited liability company of the Big Valley Band of Pomo Indians of the Big Valley Rancheria, a federally recognized Tribe. To provide services online, the Lender needs your consent to use and accept electronic signatures and records ("Your E-Sign Consent"). By furnishing Your E-Sign Consent, you agree that the Lender may provide electronic communications concerning their decisions on the application you have submitted, the terms of any loan agreement or extension of credit, privacy policies, other disclosures provided by the Lender pertaining to this Loan

**AUTHORIZE AND AGREE:**

**Application Date: 6/26/2019**

**Application #: 000022239-00**

**99.46.11.97**

**Electronically agreed to and signed by:**

**jacqueline coygrant**

**DISBURSEMENT AND PAYMENT CHOICE AUTHORIZATION**

By electronically signing this Disbursement and Payment Choice Authorization below, you voluntarily authorize us to initiate disbursement credits and payment debits you have authorized. This Disbursement and Payment Choice Authorization is a part of and relates to this Loan Agreement. The words "you" and "your" mean the borrower who has electronically signed this Disbursement and Payment Choice Authorization. The words "we", "us" and "our" mean Kali LLC d/b/a [Arrow Funding Group](#) and our successors and assigns.

**Disbursements to Your Bank Account.** You authorize us to process your loan proceeds with a credit deposit to your following bank account ("Your Bank Account"):

Bank Name:	WELLS FARGO BANK
Transit ABA Number:	061000227
Deposit Account Number:	3000162794510

We will make this disbursement credit by using any commercially available method we choose, such as (but not limited to) Automated Clearing House (ACH) entries or wire transfers, or transactions through your debit card accessing Your Bank Account.

**Your Payment Choice Authorization (E Sign One):**

**Payment from Your Bank Account.** By signing below you authorize us, and our agents, successors, employees, and registered assigns to process payment debit entries out of your Bank Account by using any commercially available methods we choose, such as (but not limited to) ACH entries, remote checks or transactions through your debit card accessing your Bank Account. You specifically authorize us to use any of these methods to process debit entries from Your Bank Account for each of your scheduled payments, plus any late and returned payment charges and the actual amount of your last scheduled payment to pay your loan in full. You agree that this Disbursement and Payment Choice Authorization will remain in effect until your loan, including principal, finance charges and other charges, is paid in full. However, you may revoke this automatic payment authorization at any time by contacting us directly at(844)425-3087 or [clientservices@arrowfundinggroup.com](mailto:clientservices@arrowfundinggroup.com) no less than three (3) business days prior to the scheduled payment date, to let the Paying Bank or us stop taking the money out of your Bank Account. Please note, your revocation is effective immediately, however, if you have any pending payments at the time of revocation, you may need to allow for those payments to post before we can refund them to you. You acknowledge and agree that this ACH Authorization to Debit Bank Account inures to the benefit of the Lender, its successors, and permitted assigns. You understand that revoking your authorization does not relieve you of the responsibility of paying all amounts due in full that are owed by you under the Loan Agreement. If you revoke your automatic payment authorization, then you agree to make payments directly to us as explained below. If you are in default you authorize us to process one or more debit entries to pay all principal, finance charges, and other amount due to us as provided for in this Loan Agreement. You authorize us to re-process debit entries for the same amounts if any attempted payment transaction is dishonored. We will provide you with ten (10) days' notice prior to processing a debit entry that is larger than the scheduled payment detailed above.

I agree to make my payments by having payment debit entries made to my Bank Account as described above.

**Application Date: 6/26/2019**

**Application #: 000022239-00**

**99.46.11.97**

**Borrower's Electronic Signature:**

**Jacqueline Coygrant**

**Payment by check or money order.** By signing below, you choose to make each of your scheduled payments in your payment schedule in the Truth in Lending Disclosures by mailing us a Cashier's Check or Money Order that we must receive no later than your Payment Due Date.



I agree to make my payments by mailing a Cashier's Check or Money Order that will be received by Lender by my Payment Due Date.

**Application Date: 6/26/2019**

**Application #: 000022239-00**

**99.46.11.97**

**Borrower's Electronic Signature:**

**Jacqueline Coygrant**

**ESIGN Authorization. By typing your name and today's date and clicking the "I Agree" button below you are electronically signing this disbursement and payment choice authorization and agreeing to all the terms of this authorization. You also acknowledge your ability to download or print a fully completed copy of this disbursement and payment choice authorization for your records.**

You agree that this Payment Choice Authorizations will remain in effect until your loan, including principle, finance charges and other charges, is paid in full. You may only revoke the above authorizations by contacting us directly. If you revoke your authorization, you agree to provide us with another form of payment acceptable to us.

**Application Date: 6/26/2019**

**Application #: 000022239-00**

**99.46.11.97**

**(TYPE YOUR NAME):**

**Jacqueline Coygrant**

**PRIVACY POLICY**

<b>FACTS</b>	<b>WHAT DOES KALI LLC D/B/A <a href="#">ARROW FUNDING GROUP</a> DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and payment history</li> <li>• Transaction or loss history and employment information</li> <li>• Wire transfer instructions</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons KALI LLC d/b/a <a href="#">Arrow Funding Group</a> chooses to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Does Kali LLC d/b/a Arrow Funding Group share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For affiliates to market to you</b>	Yes	Yes
<b>For non-affiliates to market to you</b>	No	We don't share

**PRIVACY POLICY CONTINUED**

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Call (844)425-3087 and our menu will prompt you through your choices or</li> <li>• Visit us on the web at <a href="http://www.arrowfundinggroup.com">www.arrowfundinggroup.com</a>.</li> </ul>
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- Contact us via email at [clientservices@arrowfundinggroup.com](mailto:clientservices@arrowfundinggroup.com)

Please note:

If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we can share your information as described in this notice. However, you can contact us at any time to limit our sharing.

<b>Questions</b>	Call (844)425-3087 or go to <a href="http://www.arrowfundinggroup.com">www.arrowfundinggroup.com</a> .
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<b>What we do</b>	
<b>How does KALI LLC d/b/a Arrow Funding Group protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.  We also maintain physical, electronic and procedural safeguards such as computer virus protection software, firewalls, and a 128 bit Secure Socket Layer. Only authorized employees have access.
<b>How does KALI LLC d/b/a Arrow Funding Group collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• Apply for a loan</li> <li>• Give us your income information</li> <li>• Provide employment information</li> <li>• Provide account information</li> <li>• Tell us where to send the money</li> <li>• Give us your contact information</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes-information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you.</li> </ul>

<b>Definitions</b>	
<b>Affiliates</b>	Financial and nonfinancial companies related by common ownership or control. <ul style="list-style-type: none"> <li>• KALI LLC d/b/a <a href="#">Arrow Funding Group</a> does not share with our affiliates.</li> </ul>
<b>Non-affiliates</b>	Financial and nonfinancial companies not related by common ownership or control. <ul style="list-style-type: none"> <li>• KALI LLC d/b/a <a href="#">Arrow Funding Group</a> does not share with non-affiliates so they can market to you</li> </ul>
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• KALI LLC d/b/a <a href="#">Arrow Funding Group</a> doesn't jointly market.</li> </ul>

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