



DISPUTE RESOLUTION AGREEMENT

- PLEASE READ CAREFULLY -

ARBITRATION AGREEMENT AND CLASS, REPRESENTATIVE AND COLLECTIVE ACTION WAIVER

Arbitration Agreement

This Arbitration Agreement Affects Your Right To Proceed In Court and To A Trial By A Judge or Jury

Any claim, dispute or controversy ("claim") arising out of or in any way relating to the relationship between the Jewish Free Loan Association ("JFLA") and _____ ("Borrower(s)") and _____ (Guarantor(s)) shall be settled by binding arbitration. A demand for arbitration must be in writing and received by the other party before the date on which a judicial or administrative proceeding based on the claim would be barred as not having been timely filed; that is, the party making the demand did not make the demand within the time provided by the applicable statute(s) of limitation.

The arbitration shall be administered by the JUDICIAL ARBITRATION AND MEDIATION SERVICE ("JAMS") according to JAMS's Comprehensive Arbitration Rules and Procedures and Policy for Consumer Arbitrations ("rules") in effect at the time the demanding party makes the demand for arbitration, except as those rules are inconsistent with or modified by this Arbitration Agreement. A copy of the rules may be obtained at <https://www.jamsadr.com> or by calling JAMS at (800) 352-5267. Notwithstanding the fore-going, any party may seek provisional relief such as a temporary restraining order or preliminary injunction from a court of competent jurisdiction, if the final arbitration award would not be effective without such provisional relief.

The arbitration will be conducted by a single arbitrator affiliated with JAMS. The parties will attempt to mutually agree to a JAMS affiliated arbitrator. In the event that the agreed choice is unable or unwilling to serve as the arbitrator, the parties must again attempt to mutually agree. JAMS will then select the arbitrator pursuant to its rules, if the parties are unable to agree on an arbitrator.

The arbitration will take place at a JAMS facility in Los Angeles, California unless applicable law requires it to take place at another location. The arbitrator has the authority to hear only the claim of a party to this Dispute Resolution Agreement. The arbitrator does not have authority to hear any claim as a class, representative or collective proceeding. The arbitrator must apply the substantive law relating to the claims and defenses to be arbitrated. The arbitrator has the authority to provide a remedy or relief to the individual claimant who is a named party to the arbitration on an individual basis only. The arbitrator shall enter a reasoned award. The arbitrator does not have authority to add to, modify, change or disregard any lawful term of any contract or promissory note.

Each party shall bear its own costs, expenses and attorney fees in connection with the arbitration. Borrower(s) and Guarantor(s), however, shall not be obligated to pay JAMS fees that exceed the fees that would be incurred had the claim been adjudicated in the Los Angeles County Superior Court. Also, Borrower(s) and Guarantor(s) are not obligated to pay any arbitrator's fees.

The decision of the arbitrator is final and binding. Any court of competent jurisdiction may enter judgment confirming the arbitration award. A court may vacate, modify, or correct the arbitration award only on a ground provided for by the Federal Arbitration Act (9 U.S.C. Sections 1, et seq.) or the statutory law of the State of California, as applicable.

The Federal Arbitration Act (9 U.S.C. Sections 1, et seq.) shall govern this Arbitration Agreement. The Arbitration Agreement, and each part, will be interpreted or modified so as to be enforceable, if at all possible. Any part or provision of this Arbitration Agreement that cannot be so interpreted or modified must be severed and the remaining parts or provisions will remain in full force and effect; provided that this Arbitration Agreement shall be null and void upon the entry of a final judgment establishing that the Class, Representative and Collective Action Waiver on this agreement is not enforceable.

