

DISPUTE RESOLUTION AGREEMENT

- PLEASE READ CAREFULLY -

ARBITRATION AGREEMENT AND CLASS, REPRESENTATIVE AND COLLECTIVE ACTION WAIVER <u>Arbitration Agreement</u>

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.



DISPUTE RESOLUTION AGREEMENT

This Agreement sets forth the final agreement of JFLA and a person making a claim, pertaining to the litigation of a claim, and supersedes all prior negotiations, representations or agreements, whether written or oral, pertaining to that subject matter.

Class, Representative and Collective Action Waiver

Any claim, controversy or dispute ("claim") between JFLA and Borrower and/or Guarantors will be arbitrated on an individual basis only and not as any form of class, representative, or collective action. The arbitrator does not have the authority to conduct an arbitration between the parties as a class, representative, or collective proceeding. This waiver precludes any person making a claim from participating in or being represented in a class, representative, or collective action regarding that claim. Any dispute concerning the validity of this class, collective and representative action waiver must be decided by a court of competent jurisdiction and not by the arbitrator. This waiver is material and essential to any arbitration between JFLA and any claimant and is not severable from the DISPUTE RESOLUTION AGREEMENT. Upon a final judicial judgment that this waiver is unenforceable, the Arbitration Agreement above will be null and void and no longer apply.

EACH PERSON (INCLUDING JFLA) SIGNING BELOW AFFIRMS HAVING SUFFICIENT TIME TO READ AND UNDERSTAND THIS DISPUTE RESOLUTION AGREEMENT; AFFIRMS KNOWINGLY AND FREELY ENTERING INTO THIS DISPUTE RESOLUTION AGREEMENT; AND AFFIRMS THE UNDER-STANDING THAT BY AGREEING TO ARBITRATION TO RESOLVE ANY CLAIM SUBJECT TO THIS DISPUTE RESOLUTION AGREEMENT, THEY ARE GIVING UP THE RIGHT TO PROCEED IN A COURT OF COMPETENT JURISDICTION BEFORE A JUDGE OR JURY WITH REGARD TO ANY SUCH CLAIM.

Borrower	Borrower		
	(Print Name)	Spouse	(Print Name)
_	(Sign Name)		(Sign Name)
-	Date		Date
Guarantor _		Guarantor	
	(Print Name)	Spouse	(Print Name)
_	(Sign Name)		(Sign Name)
_	Date		Date
Guarantor		Guarantor	
Guarantor	(Print Name)	Spouse	(Print Name)
-	(Sign Name)		(Sign Name)
_	Date		Date
	JEWISHI	FREE LOAN ASSOCIATION	
	Ву		Date
	Rachel Grose, Executive Director		