

BuildCredit Savings-Secured Loan

Date:

Loan Number:

Borrower ("I", "me" , or "my"):

Creditor ("you" or "your"):

Cross River Bank

BuildCredit will help administer this loan provided by Cross River Bank, and marketed as by ("Affiliate"). Contact BuildCredit for customer service for your loan by writing 2200 N Federal Highway, Suite 223, Boca Raton, FL 33431; calling +1.830.BLD.CRDT; or emailing help@buildcredit.com.

Important Loan Disclosures

Annual Percentage Rate

The cost of my credit as a yearly rate.

Finance Charge

The dollar amount the credit will cost me.

Amount Financed

The amount of credit provided to me or on my behalf.

Total of Payments

The amount I will have paid after I have made all payments as scheduled.

Late Charge: If I don't pay all of a payment within 7 days of its due date, you can charge me a late charge of .

Required Deposit: The Amount Financed will be held in a savings account that will be created for me at Cross River Bank ("Savings Account"). The annual percentage rate does not take into account the required Savings Account.

Security: I give you a security interest in the Savings Account you will open for me to hold the loan proceeds, and understand I will

not have access to the loan proceeds during the term of the loan.

Prepayment: If I pay off the loan early, I will not have to pay a penalty.

Other Terms: See the rest of this contract for more information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment penalties.

Number of Payments	Amount of Each Payment	When Payments are Due
Payments		Monthly beginning

Itemization of Amount Financed of:

\$0.00 given to me directly by depositing into my payment account.	+	given to me by depositing into the Savings Account you will also open for me.
	-	Administrative Fee - Non-Refundable - Paid to BuildCredit
	=	Amount Financed

Additional Terms and Conditions

This written loan contract may not be changed by any oral agreement between us. Any change to this contract must be in writing. Both you and I must sign any changes to this written loan contract.

THIS CONTRACT ALSO INCLUDES A BINDING ARBITRATION PROVISION CONTAINING A WAIVER OF YOUR RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION OR TO SEEK A JURY TRIAL. SEE THE SECTION OF THIS CONTRACT CALLED "ARBITRATION AGREEMENT / CLASS ACTION AND JURY TRIAL WAIVER" FOR MORE INFORMATION, INCLUDING INSTRUCTIONS ON HOW TO OPT-OUT OF THIS PROVISION.

Important Loan Disclosures

The Important Loan Disclosures provided above these "Additional Terms and Conditions" are part of the terms of this contract. You based the Important Loan Disclosures on the assumption that you will fund this loan on the date of this contract and that I will make all scheduled payments on the payment due dates.

If funding is delayed, you will send me new Important Loan Disclosures.

Savings Account Requirement

I have opened my Savings Account in connection with this loan. I understand and agree that you will deposit the into my Savings Account. I understand that I cannot withdraw and will not have access to this money or any other money in my Savings Account and I cannot make any deposits into my Savings Account until the loan is paid in full. This is described in the Security Interest section below.

Promise to Pay

I promise to pay you the sum of the principal, , plus the charged interest, plus any other charges authorized in this contract. I will make the payments by: (i) logging on to the BuildCredit or Affiliate platform to initiate an electronic funds transfer; or (ii) logging onto BuildCredit's Affiliate's platform and signing up for autopay. I will make the payments on the dates and in the amounts shown in the Payment Schedule. If my autopay fails due to insufficient funds or other issues, you may cancel my autopay.

Repayment Terms

I will pay the amounts shown in the Payment Schedule on the payment due dates shown in the Payment Schedule. I am not allowed to make any partial pre-payments unless I am a covered borrower or am a resident of KS.

If I have not paid all that I owe at the end of the contract, I will keep making payments of each month by until I have paid all that I owe. The final payment due to pay off the amount I owe may be less. You will send me a notice telling me the amount of my final payment.

There is no penalty for pre-paying off the loan. Paying off the loan means paying the entire remaining balance due. If I pay off the loan, you will return to me the Amount Financed held in the Savings Account. My loan will be closed at the credit bureaus as Paid as Agreed.

Credit Reporting and Disputes

I authorize BuildCredit to obtain consumer reports about me and to make direct inquiries of businesses where I have accounts. This authorization begins when I execute this contract and ends when this loan is paid in full. BuildCredit may obtain consumer reports and make direct inquiries for any purpose, including in connection with any modification, renewal, extension, or collection of this loan; administering my loan account; providing me with periodic updates of my credit score; and considering me for offers of other products and services.

BuildCredit may report information about my loan account to credit bureaus. Late payments, missed payments, or other defaults on my account may be reflected in my credit report. If I believe that BuildCredit has provided inaccurate information to a credit bureau, I can contact BuildCredit at 2200 N Federal Highway, Suite 223, Boca Raton, FL 33431.

Application of Payments

Payments will be applied to pay off unpaid interest, then to pay down unpaid principal, and then to any other amounts that I owe under this contract.

Interest Rate and Finance Charge

I agree to pay interest at an annual rate of . This interest rate may not be the same as the Annual Percentage Rate. You charge me interest daily by treating all months to be 30 days in length and each year to be 360 days, with each day accruing at a rate equal to 1/360th of the interest rate, multiplying that rate by the principal balance of my loan on that day.

You calculate the above Finance Charge and Total of Payments disclosures as if I will make each payment on the day it is due.

Security Interest

I am giving you a security interest in my Savings Account. This is true even if my Savings Account balance is larger than my unpaid loan balance. The security interest protects you in cases where I do not keep my promises under this contract.

After I pay all that I owe under this contract, you will release your security interest in my Savings Account and return any balance to me.

I agree not to give any other party a security interest in my Savings Account. If anyone other than

you successfully claims an interest in any part of my Savings Account, I agree I am responsible for your actual court costs and attorneys' fees assessed by a court in enforcing the security interest.

No Bankruptcy

On the date I execute this contract, I am not contemplating bankruptcy and have not consulted with an attorney regarding bankruptcy in the past 6 months.

Default

I will be in default if any of the following happen unless applicable law does not allow it or provides me a right of notice of default or opportunity to cure a default:

- I do not make a payment when due.
- I make any materially false statements in connection with this loan. I initiate or have initiated against me any bankruptcy or insolvency proceedings or make assignment for the benefit of my creditors.
- I am declared legally incompetent or incapacitated.
- I fail to keep my Savings Account free from the claims of others. Cross River Bank closes my Savings Account.
- Your access to my Savings Account is impaired.
- I break any of my other promises in this contract.

Remedies

If I am in default, you may use all or a part of the money in my Savings Account to pay what is past due under this contract.

If I am in default, you may make my full loan balance due immediately and use all or part of the money in my Savings Account to pay off my full loan balance and any associated fees.

If my loan is not fully repaid after you have exercised your security interest in my Savings Account, you may use any methods available under applicable law to collect the money I owe you under this contract. This may include taking me to court. I agree to pay for all the costs you incur collecting what I owe as the law allows upon entry of judgment. Your costs may include attorneys' fees assessed by a court and actual court costs.

If I cannot produce the funds to pay the loan in full, and agree to voluntarily surrender, I may be subject to an early termination fee of up to \$5.

Waiver

Even if you don't enforce your rights as my creditor every time, you can still enforce them later. You may accept partial payments, late payments, or irregular payments. If you accept those payments, you do not waive your right to demand timely or full payments when due.

Your waiver of any default will not waive any other default.

You don't have to give me notice that you are demanding or intend to demand immediate payment of all I owe, unless waiver of this notice is prohibited by law. You don't have to give me notice that you are using all or part of the funds in my Savings Account to pay the amount due under the contract.

Notice to Active-Duty

Federal law provides important protections to members of the Armed Forces and their

Servicemembers and Dependents

dependents relating to extensions 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%.

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).

Call BuildCredit at +1.830.BLD.CRDT to receive the disclosure statement providing the Military Annual Percentage Rate and your payment obligations (payment schedule) applicable to this loan over the phone.

This contract will be interpreted to comply with the Military Lending Act. The above limitations on fees and interest only apply if I am a "Covered Borrower," because on the date I execute this contract I am a member of the armed forces serving on active duty or a dependent of such member as defined by Federal regulations at 32 C.F.R. § 232.3(g).

If I am a Covered Borrower on the date I execute this contract, then I am not subject to the arbitration provisions below or any other provision of this contract that is inconsistent with the Military Lending Act.

Governing Law

I agree that Federal law and New Jersey law apply to this contract and to any claim, dispute, or controversy arising from or relating to this contract or my loan without regard to the conflict of law principles. I acknowledge you are located in the State of New Jersey, disburse funds from the State of New Jersey, and this contract is entered into in the State of New Jersey. If any part of this contract is declared invalid, the rest of the contract remains valid. However, if I am a resident of the state of Colorado as of the date of this contract and the Annual Percentage Rate of my loan as set forth in the Important Loan Disclosures exceeds the maximum finance charge permitted for a "supervised loan" under C.R.S. 5-2-201(2), then the provision of this Agreement are governed by Colorado law except for terms preempted or authorized by Federal law (including the interest rate, origination fee, late fee and returned check fee) which are governed by Federal law and New Jersey law.

Arbitration Agreement / Class Action and Jury Trial Waiver

The following arbitration provision and class action and jury trial waiver (the "Arbitration Provision") do not apply to me if I am a Covered Borrower, as provided in the Section of this contract called "Notice to Active-Duty Servicemembers and Dependents" on the date of this contract.

I agree to read this Arbitration Provision carefully because I am waiving the right to have disputes heard by a judge and jury and the right to bring or participate in a class, representative or private attorney general action. I may choose to have this Arbitration Provision not apply to this contract and my loan by following the instructions in the subsection below entitled "Opt-Out Right." This paragraph describes how all Claims (as defined below) will be arbitrated, at the election of me or you, on an individual (non-class, non-representative) basis instead of litigated in court.

(a) Definitions. The term “**Claim**” means any claim, dispute, or controversy between me and you arising from or relating to my loan, my account with you, or this contract, as well as any related or prior agreement that I may have had with you or the relationships resulting from this contract. It includes claims related to the validity, enforceability, coverage, or scope of this Arbitration Provision to the maximum extent permitted by the Federal Arbitration Act (the “**FAA**”) (9 U.S.C. § 1, et seq.). Claims arising in the past, present, or future, including Claims arising before the execution of this contract, are subject to arbitration. Claim also includes, without limitation, claims that arise from or relate to any application for this loan or any advertisements, promotions, or statements related to my loan. For purposes of this Arbitration Provision, “**me**” and “**you**” also include any corporate affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all servicers of the loan, all agents, employees, directors, and representatives of any of the foregoing, and other persons referred to below in the definition of Claims. “Claim” also includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims, third-party claims, and claims based upon contract, tort, fraud, and other intentional torts, statutes, regulations, common law, and equity. Claims and remedies sought as part of a class action, private attorney general action, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. This includes injunctive relief, which the arbitrator may award relief only on an individual, non-public basis, subject to subsection (f) below. The term “Claim” is to be given the broadest possible meaning that will be enforced. “**Administrator**” means the American Arbitration Association (“AAA”), 335 Madison Avenue, New York, NY 10017, www.adr.org, (800) 778-7879.

(b) Right to Elect Arbitration. I or you have the right to require that each Claim be resolved by arbitration on an individual (non-class, non-representative) basis. A Claim will be arbitrated if (i) both you and I or (ii) only one or the other of you or I, exercise the right to require that the Claim be arbitrated. If, for example, you exercise your right to require that the Claim be resolved by arbitration, but I do not also exercise my right to require that the Claim be arbitrated, the Claim will be resolved by arbitration. If neither you nor I request arbitration, the Claim will not be resolved by arbitration and instead will be litigated in court. You will not elect arbitration for any Claim I file in small claims court, so long as the Claim is individual and pending only in that court. This Arbitration Provision applies whenever there is a claim between me and you or between me and a third party, regarding our relationship, the terms and conditions of this contract, and any loans originated by you or your partners. If a third party, such as your loan servicer or a debt collector acting on your behalf, is also involved in a claim between me and you, or if a dispute arises between me and a third party other than you relating to this contract or my loan, then the claim will be decided with respect to the third party in arbitration. In addition, the claim with the third party will be decided in accordance with this Arbitration Provision. The third party must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. For the avoidance of doubt, I understand that Array will be the loan servicer for my loan and any disputes I have with Array or its successors are subject to this Arbitration Provision. This arbitration provision is made pursuant to a transaction involving interstate commerce and is governed by and subject to the FAA.

(c) No Jury Trial or Class Claims. If I or you request arbitration of a Claim, I and you will not have the right to litigate the Claim in court. This means (i) there will be no jury trial on the Claim; (ii) there will be no pre-arbitration discovery except as the Administrator’s rules permit; and (iii) no Claim may be arbitrated on a class-action, private attorney general, or other representative basis,

and neither I nor you will have the right to participate as a representative or member of any class or group of claimants pertaining to any Claim subject to arbitration. I or you may elect to arbitrate any Claim at any time unless it has been filed in court and trial has begun or final judgment has been entered.

(d) Initiation of Arbitration If the AAA will not accept the arbitration, the arbitration will be administered by an administrator, or adjudicated by an arbitrator, upon which me and you agree in writing (and in such event, the defined term Administrator will include such other person). The arbitration will be governed by the procedures and rules of the Administrator and this contract, which need not apply federal, state, or local rules of procedure and evidence. The Administrator's procedures and rules may limit the discovery available to me or you. I can obtain a copy of an Administrator's procedures and rules by contacting the Administrator. A single, neutral arbitrator will resolve the Claims. The arbitrator will be selected in accordance with the rules of the Administrator. In the event of any conflict or inconsistency between this arbitration provision and the Administrator's rules or other provisions of this contract, this arbitration provision will govern. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by me or you. Arbitration hearings for Claims by or against me will take place in the federal judicial district in which I reside. If my claim is for \$10,000 or less, I may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing to the extent permitted by the AAA Rules. If my claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. The arbitrator will make the award and, regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(e) Costs of Arbitration. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Provision. If the value of the relief I seek is \$10,000 or less, at my request, you will pay all Arbitration Fees, unless you can demonstrate the claim is frivolous. If the value of relief sought is more than \$10,000 and I am able to demonstrate to the arbitrator that I am economically unable to pay my portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that I should not be required to pay my portion of the Arbitration Fees, you will pay my portion of such fees. In addition, if I demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, you will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules and applicable law.

(f) Public Injunctive Relief. To the extent allowed by applicable law, I also waive my right to seek a public injunction if such a waiver is permitted by the FAA. However, this Arbitration Provision will not be construed to prevent me from seeking in the arbitration the remedy of public injunctive relief if: (i) I reside in California; (ii) I resided in California at the time I entered into this contract; or (iii) my billing address for this loan is a California address. If I 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 Claims will be decided in arbitration under this Arbitration Provision and my Claim for a public injunction then will be decided in court. In such a case the parties will request that the court stay the Claim for a public injunction until the arbitration award regarding individual relief has been entered in court. I agree that I will request such a stay when required. In

no event will a claim for public injunctive relief be arbitrated.

(g) Arbitration Award and Appeals. Judgment upon the arbitrator's award may be entered in any court with jurisdiction. The arbitrator's decision regarding any claims will be final and binding, except for any appeal right under FAA. The appealing party will pay the appeal costs. This Arbitration Provision will survive any suspension, termination, revocation of this contract or my loan, and any bankruptcy to the extent consistent with applicable bankruptcy law.

(h) Enforcement of this Arbitration Provision. If any part of this Arbitration Provision cannot be enforced, the rest of the arbitration provision will continue to apply. However, an arbitrator cannot enlarge his or her authority over the adjudication of Claims beyond that provided by this arbitration provision by enforcing only part of this arbitration provision. If an arbitrator determines that applicable law requires this Arbitration Provision to be enforced in a way that would result in greater authority over Claims than otherwise allowed, such as the adjudication of claims on a class or representative basis or other non-individual basis, then the arbitrator must decline to hear the dispute and will refer the parties to a court or other body with sufficient authority. In the event of any conflict or inconsistency between this Arbitration Provision and the Administrator's rules or other provisions of this contract, this Arbitration Provision will govern.

(i) Opt-Out Right. I may reject this Arbitration Provision by mailing a signed rejection notice to the address for BuildCredit above within 30 calendar days of the date that I execute this contract. My rejection notice must include the following information: my name, physical address, e-mail and address, and telephone number, and a statement that I am rejecting this Arbitration Provision.

Consent to Assignment and Pledge

I agree that you may assign your rights, title, or interest in this contract at any time and to any party, at your sole discretion. I agree that you may pledge or assign your security interest in my Savings Account and amounts deposited in it to any party to secure your obligations or for any other purpose. You do not have to give me any additional notice, and you do not need further authorization from me to do any of these things. I agree not to assign my rights or obligations under this contract to any other person without your prior written consent.

Notices

I will send written notices related to this contract to BuildCredit at 2200 N Federal Highway, Suite 223, Boca Raton, FL 33431 or help@buildcredit.com.

Any notice required to be given to me regarding this loan will be effective when mailed by first class mail to the latest address you have for me or when transmitted by electronic communication to the latest e-mail address you have for me.

Savings Clause

If a law applicable to the loan sets maximum interest, fees, or charges for the loan, and is finally interpreted such that interest, fees, or charges due or collected under the loan exceed the permitted limits, then: (i) any such interest, fee, or charge will be reduced by the amount necessary to comply with the permitted limit; and (ii) upon request or as soon as practicable upon discovery by you, any amounts already collected from me exceeding such a permitted limit will be refunded to me. You may choose to make this refund by crediting the balance due under the loan or by making a direct payment to me.

Events Beyond Your Reasonable Control

To the maximum extent permitted by applicable law, you and BuildCredit will not be liable to me for any delay or failure in your performance under this contract or other promises to you to the

extent caused by any natural disaster, war, terrorism, strike, labor dispute, fire, act of government, epidemics or any other similar cause beyond your reasonable control that renders your performance impossible, impractical, or untenable.

Important Notices

Each of the following Important Notices apply only to the residents of the states indicated.

PLEASE NOTE: For the purposes of the Important Notices, the term “you” refers to the Borrower, not the Creditor, and the term “we” refers to the Creditor.

California Residents

A married applicant may apply for a separate account. As required by California law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Florida Residents

Florida documentary stamp tax required by law in the amount of has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. 78-8018640884-2. The Florida documentary stamp tax will be paid only if the Residence is in Florida.

Iowa Residents

NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

Kansas Residents

NOTICE TO CONSUMER: 1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this Agreement. 3. You may prepay the entire, unpaid balance at any time without penalty.

Maryland Residents

We elect Subtitle 10, Credit Grantor Closed-End Credit Provision to Title 12 of the Commercial Law Article of the Annotated Code of Maryland, to govern this Agreement to the extent that federal law does not apply and only to the extent not inconsistent with 12 U.S.C. § 1831d.

Massachusetts Residents

Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

Missouri Residents

Oral or unexecuted Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

Nebraska Residents

NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant or extension of credit, must be in writing to be effective.

New Jersey Residents

Because certain provisions of this contract are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, are void, unenforceable or inapplicable in New Jersey.

Ohio Residents

The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Texas Residents

This written Loan Agreement is the final agreement between you and us and may not be changed by prior, current, or future oral agreements between you and us. There are no oral agreements between you and us relating to this Loan Agreement. Any change to this agreement must be in writing. Both you and we have to sign written agreements. You hereby waive your common law rights to receive notice of intent to accelerate and notice of acceleration. This means that you give up the right to receive notice that we intend to demand that you pay all that you owe on this Agreement at once (accelerate) and notice that we have accelerated.

Utah Residents

This written agreement is a final expression of the agreement between you and us and the written agreement may not be contradicted by evidence of any alleged oral agreement.

Washington Residents

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

Wisconsin Residents

For married Wisconsin residents, your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under § 766.59 of the Wisconsin statutes or court decree under § 766.70 adversely affects our interest unless, prior to the time that the loan is approved, we are furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision. If this loan for which you are applying is granted, you will notify us if you have a spouse who needs to receive notification that credit has been extended to you.

Acknowledgement	I have read all pages of this contract. By signing below, I agree to all the terms of this contract, including the Consent to Assignment and Pledge. I received a completed copy on