

One Installment Loan Agreement

Please keep this One Installment Loan Agreement for your records. The One Installment Loan Agreement ("Agreement") is offered by One Finance, Inc. ("One"). "We", "us" and "our" means One and its successors, agents, and assigns, who will service the Loan on behalf of One.

This agreement is subject to the applicable application review and approval process including, but not limited to, approval of the identifying information you provided in the application. In the event that - subsequent to the execution of this agreement - your application is not approved, this agreement shall automatically be null and void as if it had never been made.

Effective as of July 12, 2021

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1. Promise to Pay

In return for a loan that you have received from One, you promise to pay the amount listed in the Truth in Lending Act ("TILA") Disclosure plus any Finance Charge to One. You understand that your loan and this Agreement may be assigned. Any entity to whom your loan and this Agreement are transferred is also "the Loan Holder" in this Agreement.

2. Estimates in TILA Disclosure

During the onboarding process, we estimated the Finance Charge, Monthly Payment, Final Payment, Total of Payments, and the Payment Schedule in the TILA Disclosure because we do not know precisely when the loan proceeds will be disbursed. Our estimates are based on the date that we expect to electronically transmit the funds to the merchant. However, banking delays or holidays, or delays in making contact with you to verify the information you have provided to us may cause the loan proceeds to be disbursed a later date, which may cause the estimates provided in the TILA Disclosure to change accordingly..

3. Term

The scheduled term of your loan begins at completion of the transaction for which the proceeds of this loan will be used, in whole or in part, and ends the same numerical day respective of the time indicated in the TILA Disclosure.

4. Interest

You will pay interest at the year rate indicated in the TILA Disclosure. This is a simple interest loan, which means that interest accrues daily on the unpaid balance, until you pay the loan in full. Interest will accrue based upon a 30 day month and on a 360 day year basis.

5. Monthly Payments

This Agreement requires you to make minimum monthly payments of principal and interest in an amount sufficient to pay off your principal loan balance and accrued interest by the end of the loan term. You will pay your loan in the respective amount of payments as indicated in the TILA Disclosure. Your final monthly payment may be more or less than the regularly scheduled monthly payment. Your first monthly payment is due on or about one month after the date indicated in the TILA Disclosure. Your payment will be due on the 26th of each month. Your remaining monthly payments will be due on the 26th of the remaining months as indicated in the TILA Disclosure.

6. Payment Methods

You will make your monthly payments using one of the methods made available to you by the Loan Holder, either by connecting an external bank account or by making an ACH payment (bank transfer).

7. Your Right to Prepay; Refund of Unearned Interest

You may prepay your loan in full at any time without penalty. You are entitled to a refund of any amounts you may pay to the Loan Holder in excess of the remaining principal balance and accrued interest as of the date of prepayment. Notwithstanding the foregoing, you agree that the Loan Holder may set off any amounts you are entitled to against any amounts you owe the Loan Holder on any other loan or otherwise.

8. Failure to Pay as Required

- a. **Default.** If you do not pay the full amount of each monthly payment on the date it is due, you will be in default.
- b. **Notice of Default.** If you are in default, the Loan Holder may send you a notice telling you that if you do not pay the overdue amount by a certain date, the Loan Holder may require you to pay immediately the full amount of your loan, less any unearned interest.
- c. **No Waiver by the Loan Holder.** If you are in default, the Loan Holder may not require you to pay immediately in full as provided in Section 8(b). However, in that instance, the Loan Holder will still have the right to do so at any point time if you are in default.
- d. **Payment of the Loan Holder's Costs and Expenses.** If the Loan Holder has required you to pay immediately in full as described above, the Loan Holder will have the right to be paid back by you for all of its costs and expenses in enforcing this Agreement to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

9. Notices

Unless applicable law requires a different method, any notice that must be given to you under this Agreement may be given, at the Loan Holder's option, electronically, by telephone, in writing by U.S. Mail, or by providing it to you in any other manner, in each instance using the contact information the Loan Holder or its representative has on file for you.

10. Reporting Information to Credit Bureaus; Identity Theft

We may report information about your loan and this Agreement to other creditors, other financial institutions, and credit bureaus. Late payments, missed payments, or other defaults may be reflected in your credit report. You have the right to dispute the accuracy of information we have reported. If you believe that any information that we have reported to the credit bureau is inaccurate, or if you believe that you have been the victim of identity theft in connection with this Agreement, please email us as help@onefinance.com. Please include your name, address, telephone number, and a brief description of the problem. If available, please include a copy of the credit report in question. If you believe that you have been the victim of identity theft, you should send us a police report or written statement alleging that you are the victim of identity theft for a specific debt. **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.**

11. Bankruptcy

All bankruptcy notices and related correspondence to us must be sent to us at help@onefinance.com, Attn: Bankruptcy Notice. You promise that you have no current intent to file any bankruptcy petition and have not consulted a bankruptcy attorney in the past six months.

12. Married Applicants

If you are married, your spouse may apply for a separate loan.

13. Waivers

You waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Loan Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Loan Holder to give notice to you that amounts due have not been paid.

14. Applicable Law; Loan Charges

If a law that applies to your loan and sets maximum loan charges changes or is finally and definitively interpreted such that the interest or other loan charges collected or to be collected in connection with your loan exceeded or exceeds the permitted limit, then: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceeded permitted limits will be refunded to you, subject to the Loan Holder's right of set off provided in Section 7. The Loan Holder may choose to make this refund either by reducing the amount you owe or by making a direct payment to you.

15. When a Loan is Made

One makes a loan to you and you receive a loan from One when One pays the merchant the loan proceeds on your behalf for your purchases of goods or services. After you are approved for a loan and agree to the terms of this Agreement, One may decide not to make you a loan for any reason.

16. Mandatory Arbitration

THIS ARBITRATION PROVISION AFFECTS YOUR RIGHTS. PLEASE READ CAREFULLY BEFORE AGREEING TO THIS AGREEMENT. EXCEPT AS OTHERWISE NOTED, CAPITALIZED TERMS HAVE THE MEANING SPECIFIED IN THIS AGREEMENT.

Except as otherwise explicitly provided in this Arbitration Provision, One and any bank or financial institution with which One partners, together with their parent companies, wholly or majority-owned subsidiaries, affiliates, commonly-owned companies, successors, assigns and any of these entities' employees, officers, directors and agents and their successors, assigns, affiliates and service providers (collectively, the "Transaction Parties") and you can elect to resolve any past, present or future dispute or claim ("Dispute") arising from or relating in any way to your Account or this Agreement or the relationships between you and One and/or Transaction Parties resulting therefrom that cannot be resolved directly between you and a Transaction Party, by binding arbitration under the Consumer Arbitration Rules ("the Consumer Rules") of the American Arbitration Association ("AAA"), rather than in court. (Solely for purposes of this Arbitration Provision, the term Transaction Parties also includes any third party providing any goods and/or services in connection with your Account on behalf of a Transaction Party, if that third party is named as a defendant along with a Transaction Party in a single proceeding.)

Except as otherwise explicitly provided in this Arbitration Provision, "Dispute" broadly includes, without limitation: any claims based in contract, statute, ordinance, tort, fraud, consumer rights, misrepresentation, equity or any other legal theory; initial claims, counterclaims, cross-claims and third-party claims; federal, state and local claims; and claims which arose before the date of your application for an Account, including, but not limited to, any dispute or claim arising before the date you opened an Account or accepted this Agreement and any dispute or claim relating to: i) an application for or denial or closure of an Account; ii) the events leading up to an application or denial or closure of an Account (for example, any disclosure, advertisement, application, solicitation, promotion or oral or written statement, warranty or representation made by a Transaction Party); iii) credit reporting or a Transaction Party's use of consumer reports; iv) your Account balances; v) any product or service provided by or through a Transaction Party or third parties in connection with your Account or the relationship between you and a Transaction Party and any associated fees; vi) the collection of amounts due and the manner of collection; vii) a Transaction Party's use or failure to protect any

personal information you give a Transaction Party in connection with your Account including your application for an Account or your relationship with the Transaction Party; viii) enforcement of any and all of the obligations a party may have to another party in connection with your Account or agreement governing the same; or ix) compliance with applicable laws and/or regulations.

The Federal Arbitration Act (“FAA”) and federal arbitration law apply to this Arbitration Provision. There is no judge or jury in arbitration and court review of an arbitration award is limited, but an arbitrator can award an individual the same damages and relief as a court in an individual case and must apply and follow applicable substantive law, consistent with the FAA, and the terms of this Agreement, the One Terms and any agreement governing a product or service provided by One. The arbitrator shall apply applicable statutes of limitations and honor privilege rules. Any judgment on the award rendered by the arbitrator will be final and may be entered in any court of competent jurisdiction. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

YOU UNDERSTAND THAT ABSENT YOUR CONSENT TO ARBITRATION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A TRIAL BY JURY.

Either you or a Transaction Party can initiate arbitration through AAA, an alternative dispute resolution provider or by filing a motion to compel arbitration of claims filed in court. Regardless of who elected arbitration or how arbitration was elected, the party asserting the claim (i.e., the party seeking money damages or other relief from a court or an arbitrator) is responsible for starting the arbitration proceeding. If the AAA cannot serve, a court with jurisdiction shall select the arbitrator, who will apply the AAA rules and the procedures specified in this Arbitration Provision. Any arbitration will be governed by the then current Consumer Rules of the AAA (“Consumer Rules”), and its Procedures for the Resolution of Disputes through Document Submission (“Document Submission Procedures”). (For more information about the AAA and its rules, you may contact the AAA at American Arbitration Association, 120 Broadway, Floor 21, New York, N.Y. 10271, 1-800-778-7879, www.adr.org). The Document Submission Procedures are included in the Consumer Rules. Your arbitration filing fees will be governed by the Consumer Rules. If it is determined by the arbitrator that you cannot afford such fees, a Transaction Party will pay all arbitration administrative and arbitrator fees and expenses. The arbitration will be conducted solely based on written submissions and will not require any personal appearance by the parties or witnesses unless the arbitrator determines that a telephonic or in-person conference or hearing is necessary based on the request of one or more of the parties. Notwithstanding any of the foregoing, disputes or controversies about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof are for a court and not an arbitrator to decide; however, disputes or controversies about your Account, this Agreement, the One Terms or your agreements governing any product or service provided by One or with Transaction Parties as a whole are for an arbitrator and not a court to decide.

CLASS ACTION WAIVER: You and the Transaction Parties each agree that any arbitration will be conducted only on an individual basis and not as a class, consolidated or representative action. To the fullest extent permitted by law: (a) no arbitration will be joined or consolidated with any other; (b) there is no right or authority for any Dispute to be arbitrated on a class-action or private attorney general basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. No arbitrator shall have the authority to issue any relief that applies to any person or entity other than Transaction Parties and/or you individually.

If for any reason a Dispute proceeds in court rather than in arbitration, you and the Transaction Parties each waive any right to a jury trial. Even if all parties have opted to litigate a Dispute in court, a party may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in that or any related or unrelated lawsuit (including a claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of

any rights under this Arbitration Provision. You and the Transaction Parties agree that any Disputes seeking to enforce or protect, or concerning the validity of intellectual property rights will not be subject to binding arbitration under this Arbitration Provision. In addition, pursuant to the Consumer Rules, any party may proceed with their individual claims in small claims court if that option is available in the applicable jurisdiction and the amount in controversy falls within the small claims court's jurisdictional limits; but if that action is transferred, removed or appealed to a different court, arbitration can be elected. If any portion of this Arbitration Provision is inconsistent with the Consumer Rules, with this Agreement, or with the One Terms or your agreements governing any product or service provided by One or with Transaction Parties, this Arbitration Provision shall govern. This Arbitration Provision shall survive the closure of your Account, termination of any product or service provided by One, termination of any agreement into which you enter with a Transaction Party, and any withdrawal or denial of or determination on any application for an Account; and further, you understand and agree that this Arbitration Provision applies not only to the One Terms and this Agreement but also to any subsequent agreement (including without limitation any agreement governing any product or service) into which you enter with a Transaction Party. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, except that: (A) If the Class Action Waiver is limited, voided or found unenforceable and that determination becomes final after all appeals have been exhausted, then this Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

RIGHT TO OPT OUT: If you do not want this Arbitration Provision to apply, you must send One a signed notice within 30 calendar days of the date on which you electronically sign this Agreement. You must send the notice in writing (and not electronically) to One Finance, Inc., Attn: Arbitration Opt-Out, P.O. Box 162227, Sacramento, CA 95816-2227. You must provide your name, address and, if applicable, Account number and state that you "opt out" of the Arbitration Provision. Opting out will not affect the other provisions of this Agreement, the One Terms or any other agreement governing a product or service provided by One or with a Transaction Party. If you do not opt out, you will be bound by this Arbitration Provision in this Agreement, the One Terms and any other agreement governing a product or service provided by One or with a Transaction Party.

17. Other Terms

THE TERMS AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF THE STATE OF CALIFORNIA, WHERE WE AND YOUR LOAN ARE LOCATED AND FROM WHICH WE EXTEND CREDIT TO YOU, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE LOAN FUNDS.

18. Enforceability

Subject to and except as otherwise provided in the Arbitration Provision, if any term of this Agreement is finally determined to be void or unenforceable by a court or government agency of competent jurisdiction, that term will continue to be enforceable to the extent allowed by such court or agency, and the remainder will no longer be a part of this Agreement. All other provisions of this Agreement will remain in full force and effect.

19. Agreement in Writing

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

20. Covered Borrowers under the Military Lending Act

The Military Lending Act provides protections for certain members of the Armed Forces and their dependents ("Covered Borrower"). The provisions of this paragraph apply only to Covered Borrowers.

Statement of Military APR: Federal law provides important protections to members of the Armed Forces and their 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(s) may not exceed an annual percentage rate of 36 percent. 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 specific credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Oral Disclosures: Covered Borrowers may receive important disclosures and payment obligation information about this Agreement verbally by calling the One Customer Experience Team toll-free at 855-830-6200.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This Loan is made pursuant to the California Financing Law, Division 9 (commencing with section 22000) of the Financial Code. CFL License #60DBO-131026. FOR INFORMATION CONTACT THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION (F/K/A THE DEPARTMENT OF BUSINESS OVERSIGHT), STATE OF CALIFORNIA.