Payroll Deduction Promissory Note (Florida Consumer) Loan Number: 123456789 BMG Money, Inc. **Execution Date: Funding Date:** Maturity Date: Employer: In this Note (except in the Notice to Consumer), the terms "I", "me" and "my" refer to the undersigned Borrower, and the terms "you", "your" and "yours" refer to BMG Money, Inc., a Delaware corporation, with an address at 1221 Brickell Avenue, Suite 1000, Miami, FL 33131, and its successors and assigns. Promise to Pay. In return for a loan received from you, I promise to pay to you the principal amount of: United States Dollars and no cents (\$ .00) plus simple interest on the unpaid principal balance each day from the Funding Date shown above until this Note is repaid in full. As described in more detail on the reverse side of this Note, I authorize and request my Employer shown above to deduct amounts from my wages, salary, commissions or other similar compensation for application to the payment of amounts payable by me under this Note from time to time. I will not ask my Employer shown above to discontinue such deductions until this Note is finally repaid in full. Interest will be calculated at the yearly rate of %. A fee of \$25.00 will be deducted from my loan proceeds to reimburse a portion of the costs for investigating my character and credit. Before the Maturity Date shown above, payments will be due under this Note (consisting of principal and accrued interest) in the amounts as provided in the Payment Schedule set forth below. On the Maturity Date shown above, I will pay to you the entire unpaid balance of outstanding principal and accrued interest. I agree to pay a Returned Payment Fee equal to the greater of \$20 or the actual charge made to you by a depository institution, whenever a payment on the loan is dishonored or returned unpaid. Federal Truth-in-Lending Disclosures ANNUAL **FINANCE** Amount Total of PERCENTAGE **CHARGE** Financed **Payments** The dollar amount the The amount of credit The amount I will have paid after I RATE have made all payments as credit will cost me. provided to me or on my The cost of my credit as behalf scheduled. a yearly rate. % Payment Schedule. My Payment Schedule will be: Number of Payments Amount of Payments When Payments Are Scheduled Security. The loan is not secured. Prepayment. If I pay off early, I will not have to pay a penalty and may be entitled to a refund of all or part of the finance charge. I should see the provisions on the reverse side of this Note for any additional information about nonpayment, default and any required repayment in full before the scheduled date. At my request, the above Payment Schedule is the same as my Employer's schedule for paying me. I understand, however, that payment defaults under this Note are determined on a monthly basis. ITEMIZATION OF AMOUNT FINANCED (b) Prepaid Finance Charge.....\$\_\_\_\_\_\_ (c) Amount Financed (a - b)......\$\_\_\_\_\_\_\_\$ (d) Finance Charge (Include Prepaid Finance Charge).....\$ (e) Total of Payments (c + d)......\$\_\_\_\_ Notice to Consumer (1) DO NOT SIGN THIS PAPER BEFORE YOU READ IT, INCLUDING THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. (2) YOU ARE ENTITLED TO AN EXACT COPY OF THIS NOTE, AND ANY AGREEMENT YOU SIGN. (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. (4) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. I HAVE READ AND ACCEPT ALL TERMS OF THIS NOTE, INCLUDING THOSE ON THE REVERSE SIDE. I ACKNOWLEDGE RECEIPT OF AN EXACT AND COMPLETED COPY OF THIS NOTE.

Borrower

Address: \_\_\_\_\_

#### ADDITIONAL NOTE TERMS AND CONDITIONS

FEDERAL TRUTH-IN-LENDING DISCLOSURES. I understand that you have provided these disclosures (the "Disclosures") to me even though my loan may not be subject to the provisions of the Truth-In Lending Act. The Disclosures (other than the Payment Schedule shown in the Disclosures) are not meant to state my repayment terms, which are set forth in the Promise to Pay section on the face of this Note. The Amount of Payments, Finance Charge and Total of Payments shown in the Disclosures are based on the assumption that I will pay each scheduled payment in full on its due date. However, because interest on this Note is charged on a daily basis, the actual amounts I pay will depend upon my payment habits and may be greater or less than shown in the Disclosures.

FLORIDA CONSUMER FINANCE ACT DISCLOSURES. I acknowledge receipt of this Note as a statement in the English language showing in clear and distinct terms the amount and date of my loan and the date of its maturity; the nature of the security, if any, for my loan; my name and address and your name and address; and the rate of interest charged. I also acknowledge that you have fully explained to me that my loan is made under the Florida Consumer Finance Act, that the terms of my loan provide for interest and charges pursuant to the Florida Consumer Finance Act and the nature of the security, if any, for my loan.

RESPONSIBILITY OF PERSONS SIGNING NOTE. I waive any defenses against you otherwise available to me including presentment, demand, protest and notice. You may choose whether to enforce or keep any right of set-off, guarantee or other credit support, and this will not affect my obligations to you.

INTEREST. Interest on this Note is calculated on a simple interest basis. This means that you compute my interest each day by multiplying the unpaid principal balance by the annual interest rate divided by 365 or 366, as applicable.

AUTHORIZATION OF EMPLOYER DEDUCTIONS. I authorize and request that my Employer listed on the face of this Note, on each date upon which wages, salary, commissions or other similar compensation are payable to me, deduct (or cause the deduction) from such wages, salary, commissions or other similar compensation the amount of my payment obligations then due and payable under this Note (in accordance with the Payroll Deduction section below) and remit such amount to you in payment of my obligations under this Note. I acknowledge that my Employer's remittance of such payments to you is an employee benefit offered for my ease and convenience. I do not by this Note sell, assign or make an order for the payment of my salary, wages, commissions or other compensation for services to you as security for my loan or otherwise.

PAYROLL DEDUCTION. To the extent available, \$\_\_\_\_\_\_ (or, if a default occurs under this Note, an amount equal to my payment obligations then due and payable under this Note, to the extent of available wages, salary, commissions or other similar compensation) will be deducted from my wages, salary, commissions or other similar compensation on each day on which I am paid. Such payroll deductions shall be applied to the payment obligations set forth in the Payment Schedule on the face of this Note.

**PAYMENTS.** Payments are deemed received by you when such payments are deducted pursuant to this Note from my wages, salary, commissions or other similar compensation by my Employer listed on the face of this Note. Each payment shall be applied first to the accumulated interest and other charges and then to the unpaid principal balance and otherwise in accordance with applicable law.

PREPAYMENTS. Even though I need not pay more than the scheduled payments, I have the right to prepay all or any portion of the loan (with interest on such payment to the date such payment is made) at any time without penalty. Also, I have the right to pay amounts greater than my regular payment or to make extra payments whenever I wish. The more rapidly I repay the amount I borrowed, the smaller the total finance charge

earned by you will be. Partial prepayments may be applied by you in any manner permitted by applicable law.

**PERMISSION TO CONTACT EMPLOYER.** You have permission to contact my Employer shown above.

**DEFAULT.** Unless "default" is defined otherwise under applicable state law, "default," with respect to this Note, means without justification under any applicable law:

- (a) If I fail to pay the entire unpaid balance of the outstanding principal and accrued interest within ten (10) days of the Maturity Date set forth on the face of this Note.
- (b) If I take any action or permit any event to occur which materially impairs my ability to make payments on this Note when due or materially impairs your ability to collect any amounts due. Such events include, without limitation, my death, my insolvency or the institution of bankruptcy or other insolvency proceedings involving me.
- (c) If I cease to be employed by my Employer listed on the face of this Note, if my Employer listed on the face of this Note ceases to make payroll deductions in accordance with this Note or discloses its intent to cease making such deductions, or if I change the Authorization of Employer Deductions above, and, in each case, the payments scheduled to be made in any thirty (30) day period which occurs after the Funding Date set forth on the face of this Note are not received by you by the last day of that thirty (30) day period.

YOUR RIGHTS AFTER DEFAULT. Upon occurrence of a default and expiration of the minimum applicable legal period to cure default, if any, you will have the rights the law allows, which include:

- (1) **DEMAND FOR PAYMENT IN FULL**. You may declare the entire unpaid balance of this Note immediately payable.
- (2) SET-OFF. TO THE EXTENT PERMITTED BY LAW, YOU MAY APPLY AGAINST THE AMOUNT I OWE YOU ON THIS NOTE ANY MONEY THAT YOU OR ANY OF YOUR AFFILIATES MAY OWE ME.
- (3) COLLECTION COSTS. I agree to pay the reasonable costs you incur to collect this Note, including reasonable attorneys' fees, unless you may not collect these costs from me under applicable law.
- (4) **DEFAULT INTEREST.** You may charge a default rate of interest to the extent permitted by applicable law.

APPLICABLE LAW. This Note is governed by the internal laws of the State of Florida, excepting conflicts of law rules that provide for the application of the laws of another jurisdiction. If any provision of this Note is found to be unenforceable, this will not affect the validity or enforceability of any other provision. Any provision of this Note that conflicts with any mandatory provision of applicable law shall be deemed to be amended to conform with such applicable law.

**ASSIGNMENT**. I may not assign this Note or any of my rights or obligations under this Note. You may assign this Note or all or any portion of your rights under this Note at any time.

**WAIVER**. You may accept late or partial payments or otherwise delay enforcing your rights without losing them.

COMMUNICATIONS. You may report information about this loan to a credit bureau or any other person you believe to have a legitimate business need for the information and you may also report to your affiliates information from my credit application, my credit bureau report or any other information you have about me unless I request otherwise by writing you at your address set forth on the face of this Note.

### E-Sign Terms & Conditions

#### CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES

Because BMG Money, Inc. ("BMG", "us", "we") operates on the Internet, it is necessary for you to consent to transact business with us online and electronically. As part of doing business with us, we need you to consent to our giving you certain Disclosures (as defined below) electronically, either via BMG's website (the "Site") or to the email address you provide to us. By clicking below, you agree to receive electronically all documents, communications, notices, contracts, and agreements, including any IRS Form 1099 (as defined below), arising from or relating to any loans you may request or receive from BMG, your registration on the Site, your use of the online services provided by BMG (the "Services"), or the servicing, administration and collection of any loan(s) you may receive from BMG (each, a "Disclosure") and that one or more of your agreements with BMG (including any promissory note) may be signed by you electronically and evidenced solely by one (1) or more electronic records. An IRS Form 1099 refers to any Form 1099 or other Form, Schedule or information statement, including corrections of such documents, required to be provided pursuant to U.S. Internal Revenue Service rules and regulations and that may be provided electronically (each, an "IRS Form 1099"). The decision to do business with us electronically is yours. As used herein, "Users" means anyone who accesses and/or uses the Site.

Electronic Communications. Any Disclosures will be provided to you electronically through www.loansatwork.com either on our Site or via electronic mail to the verified email address you provided. If you require paper copies of such Disclosures, you may write to us at the mailing address provided below and a paper copy will be sent to you at a cost of up to \$5.00. If you do not consent to receive an IRS Form 1099 electronically by clicking below or subsequently revoke such consent, a paper copy of any IRS Form 1099 required to be delivered to you after the effective time of your failure to consent or revocation of consent will be sent to you at no cost. However, a fee may be charged for any additional or replacement copies of such IRS Form 1099. We may discontinue electronic provision of Disclosures at any time in our sole discretion.

Scope of Consent. Your consent to receive Disclosures and sign agreements and otherwise transact business electronically, and our agreement to do so, applies to any transactions to which such Disclosures and agreements relate between you and BMG. Your consent will remain in effect for so long as you are a User and, if you are no longer a User, will continue until such a time as all Disclosures relevant to transactions that occurred while you were a User have been made. In addition, if your consent to receive Disclosures and sign agreements and otherwise transact business with us electronically ceases to be effective, your consent to do so will nevertheless continue to apply to all agreements you signed electronically while your consent remained in effect.

Consenting to Do Business Electronically. Before you decide to do business electronically with BMG, you should consider whether you have the required hardware and software capabilities described below.

Hardware and Software Requirements. In order to access and retain Disclosures and sign agreements electronically, you must satisfy the following computer hardware and software requirements: access to the Internet; an email account and related software capable of receiving email through the Internet; a web browser which is SSL-compliant and supports secure sessions, such as Internet Explorer 5.0 or above and Netscape Navigator 6.0 or above, or the equivalent software; and hardware capable of running this software.

Withdrawing Consent. You may withdraw your consent to receive Disclosures and sign agreements electronically by contacting us at the address below. However, once you have withdrawn your consent you will not be able to apply for loans on the Site or use the Services. If you have already received one or more loans and electronically executed one or more promissory notes or other agreements or instruments relating to such loans, all previously agreed to terms and conditions will remain in effect with respect to such loans, promissory notes and other agreements, and we will send Disclosures with respect to such loans to your verified home address provided during registration.

If you withdraw your consent to receive IRS Forms 1099 electronically, we will confirm your withdrawal and its effective date in writing by email. Such withdrawal will take effect for the calendar year in which it is made so long as such withdrawal is made before November 1 of such calendar year.

How to Contact Us Regarding Electronic Disclosures. You can contact us via email at info@bmgmoney.com or by calling 1-800-316-8507. You may also reach us in writing to us at the following address: 1221 Brickell Avenue, Suite 1000, Miami, FL 33131.

You will keep us informed of any change in your email or home mailing address so that you can continue to receive all Disclosures in a timely fashion. If your registered email address changes, you must notify us of the change by sending an email to profile@bmgmoney.com or calling 1-800-316-8507. You also agree to update your registered residence address and telephone number on the Site if they change.

You will print a copy of this agreement for your records and you agree and acknowledge that you can access, receive and retain all Disclosures electronically sent via email or posted on the Site and agreements signed electronically through the Site and/or the Services.

## CONSENT AND ACKNOWLEDGEMENT

By clicking below you acknowledge and agree that:

- You have read the information about the use of electronic records to provide Disclosures and other communications, and the use of electronic signatures in connection with any loan(s) from BMG.
- You consent to the use of electronic records to provide Disclosures and electronic signatures in connection with any loan(s) from BMG in place of written documents and handwritten signatures.
  - You are able to view this consent. You are also able to download and review files in Word and PDF format.
  - You have an account with an Internet service provider and you are able to send e-mail and receive e-mail with hyperlinks to websites.
- In completing the loan application, you are reasonably demonstrating that you can access the Disclosures in the form disclosed above and electronically sign agreements and instruments relating to any loan(s) from BMG.

E-signature:	john mack
Borrower:	john mack



# Payroll Deduction Authorization Form

Thank you for requesting payroll deduction for the LoansAtWork program from BMG Money, Inc. Please complete, sign and return this form to your PERSONNEL OFFICE for processing. For assistance, call 1-800-316-8507.

IMPORTANT! Before you request payroll deduction for the LoansAtWork program from BMG Money, Inc. you the beneficiary (employee) must have an account and an approved loan status. This form is not an application for a LoansAtWork loan. You may apply for a loan online at www.bmgmoney.com or call 1-800-316-8507. Once your application has been processed and approved, you will receive an approval confirmation package from the program with the account information necessary to complete this form.

EMPLOYER/AGANCY		
		PAY CYCLES
EMPLOYEE'S FIRST/LAST NAME		TATCTCLES
		☐ Biweekly (26)
()		☐ Monthly (12)
EMPLOYEE'S WORK PHONE NUME	BER	
()		
EMPLOYEE'S HOME PHONE NUMB	BER	EMPLOYEE'S SOCIAL SECURITY NUMBER
		m my wages, salary, commissions or other similar compensation on eac igations set forth in my Payment Schedule with BMG.
I authorize my employer to deduct \$	from each pay period beginning/	to be remitted to BMG Money for credit to my account.
understand that, if I terminate from employme	ent or if for any reason the deduction is not irectly to the BMG Money per the terms of	e LoansAtWork loan from BMG Money account listed above. I t made by my employer as scheduled, I understand that I must f my agreement with BMG. I understand it is my responsibility to
EMPLOYEE'S SIGNATURE		DATE
	OFFICE USE ONLY	
Payroll Deduction Code:		
*Effective Warrant Date:		
Department:		
Date Initiated:		
Print Name:		
*ALLOW AT LEAST TWO WEEKS FOR PROCESSIN	NG.	
DED SONNEL MUST OD EAY A CODY OF THIS COM	API ETED FORM TO:	BMG Money

1221 Brickell Avenue • Miami, FL • 33131

FAX: 305-393-8814