

## FINANCIAL SERVICES Waiver of Jury Trial and Arbitration Agreement

This Financial Services Waiver of Jury Trial and Arbitration Agreement ("Arbitration Agreement") is made contemporaneously with and is an essential part of that certain Financial Services Agreement entered into between you and Amscot today and will be effective as of the date of the Financial Services Agreement, legally binding both you and us, unless you elect to opt-out pursuant to the procedures set forth below. As used herein, the terms "we," "us," "our," "ours," and "Amscot" refer to Amscot Corporation. Any parent, subsidiary, affiliate, successor or assign of Amscot, as well as the shareholders, members, owners, officers, directors, agents and employees of any of the foregoing shall be referred to as, the "Related Third Parties." The terms "you," "yours," and "Customer" shall refer to the customer below who signed this Arbitration Agreement and any person asserting the rights of such customer.

**1. General Arbitration.** A process in which parties with a dispute waive their rights to have a court or jury decide their dispute and instead agree to submit their dispute to a neutral third party (an "arbitrator") for a decision. At the conclusion of the arbitration, the arbitrator issues a final and binding decision resolving the dispute, which may be enforced as a judgment. The right to appeal and the right to pre-arbitration discovery are more limited in arbitration than in court. Other rights that you would have if we went to court may also not be available in arbitration as arbitrations are private and less formal than court proceedings and trials.

**2. Definitions and Scope.** For purposes of this Arbitration Agreement, the word "dispute(s)" shall be given the broadest possible meaning and includes, without limitation (a) all federal and state law claims, disputes or controversies, arising from or relating directly or indirectly to the Financial Services Agreement, this Arbitration Agreement, and/or any transaction or other agreement between you and us for financial services whether entered into prior to, on, or subsequent to the date of this Financial Services Agreement, (b) all counterclaims, cross-claims and third-party claims, (c) all common law claims, based upon contract, tort, fraud or other intentional torts, (d) all claims based upon a violation of any state or federal constitution, statutes or regulations, (e) all claims asserted by Amscot against you, including claims for money damages to collect any sum we claim you owe us, and (f) all claims asserted by you individually, as a private attorney general, as a representative and/or member of a class of persons, or in any other representative capacity, against us and/or any of our Related Third Parties, including claims for money damages and/or equitable or injunctive relief.

**3. Arbitration Procedures.** Except as provided in Paragraphs 4 and 7 below, all disputes including but not limited to the legality, enforceability and scope of the Financial Services Agreement and this Arbitration Agreement shall be resolved by binding arbitration. Any party to a dispute, including Related Third Parties, may send the other party written notice by certified mail, return receipt requested, of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. The party receiving notice of arbitration will respond in writing by certified mail, return receipt requested, within twenty (20) days. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://adr.org> or JAMS (1-800-352-5267) <http://www.jamsadr.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association, and arbitrate pursuant to such arbitrator's rules. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If Related Third Parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail, return receipt requested, of the arbitration organization you have selected or whether you desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Arbitration Agreement, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

**4. Opt-out Notice and Procedures.** You may choose to Opt-out of this Arbitration Agreement but only by following the procedures set forth below. If you do not wish to be subject to this Arbitration Agreement, then you must notify Amscot in writing within thirty (30) calendar days of the date of this Arbitration Agreement at the following address: Amscot Corporation, Attn: Arbitration Opt-Out, P.O. Box 25137, Tampa, FL 33622-5137. Your written notice must include your name, address, social security number, the date of this Arbitration Agreement and a statement that you wish to opt-out of the Arbitration Agreement. If you exercise this Opt-out authority, then your decision to Opt-out will only apply to the Arbitration Agreement in this Financial Services Agreement and will not apply to any other agreement or transaction with Amscot, if any.

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**5. Arbitration Fees.** If you demand arbitration, then at your request we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). If Related Third Parties or we demand arbitration, then at your written request we will advance your portion of the Arbitration Fees. Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, including but not limited to witness and expert witness fees. At the close of the arbitration proceeding, if the arbitrator finds in your favor in any respect on the merits of your claim and issues you an award, then Amscot will: (a) pay you the amount of the award or \$5,000, whichever is greater and, (b) pay your attorney, if any, the reasonable amount of his or her fees, and reimburse any expenses that your attorney reasonably incurred for investigating, preparing and pursuing your claim in arbitration. If the arbitrator finds your claim to be frivolous or made in bad faith or for an improper purpose, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees previously paid.

**6. No Class Actions.** You and Amscot intend that all disputes, including any representative claims against us and/or Related Third Parties, shall be resolved only on an individual basis with you. THEREFORE, YOU AND WE AGREE THAT THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION. Nothing in this Paragraph or Arbitration Agreement, however, shall restrict you from joining or benefitting from an action or proceeding commenced by a governmental agency or regulatory authority to enforce the laws or regulations applicable to us.

**7. Small Claims Court Exception.** All parties, including Related Third Parties, shall retain the right to seek adjudication in a small claims court for disputes within the scope of such court's jurisdiction. Any dispute that cannot be adjudicated within the jurisdiction of a small claims court shall be resolved by binding arbitration. Any appeal of a judgment from a small claims court shall also be resolved by binding arbitration.

**8. Applicable Law.** You and we agree that this Arbitration Agreement is made pursuant to and shall be governed by the Federal Arbitration Act, 9 U.S.C. §1. et seq. because the transactions evidenced by the Financial Services Agreement and this Arbitration Agreement involve interstate commerce. If a final non-appealable judgment of a court having jurisdiction over this transaction finds for any reason that the Federal Arbitration Act is inapplicable to this Arbitration Agreement, only then shall this Arbitration Agreement be governed by the arbitration laws of the State of Florida. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and Florida statutes of limitation. Except as provided in Paragraph 5, the arbitrator may award the same damages and relief that a court may award including, without limitation, punitive damages and declaratory or injunctive relief. The arbitrator also shall honor claims of privilege recognized at law, and at the timely request of any party, shall provide a written explanation for the award. The arbitrator may decide, with or without a hearing, any motion which is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. The arbitration hearing will be conducted in the county of your residence or, at your option, in the county in which the transaction under this Agreement occurred. The arbitrator's award may be filed with any court having jurisdiction.

**9. Waivers.** You acknowledge and agree that by entering into this Arbitration Agreement:

- (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
- (b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS COURT, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; AND
- (c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN THIS ARBITRATION AND ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

**10. Survival and Severability.** This Arbitration Agreement is binding upon and benefits you and us, as well as your and our heirs, successors and assigns. Except for the prohibition on class arbitration provided in Paragraph 6, the provisions of this Agreement are deemed to be severable, so that if any provision of this Agreement is deemed by a court of competent jurisdiction to be unenforceable, the remaining portions shall be unaffected by such determination and shall be valid and enforceable. If, however, a court determines the prohibition on class arbitration to be unenforceable, this Arbitration Agreement shall be null and void. This Arbitration Agreement shall continue in full force and effect, even if your obligations have been paid or discharged through bankruptcy. This Arbitration Agreement shall survive any termination, amendment, expiration or performance of the Financial Services Agreement or any transaction between you and Amscot and shall continue in full force and effect unless you and Amscot agree otherwise in writing.