

PINNACLE FINANCIAL GROUP

Arbitration Clause

IMPORTANT ARBITRATION DISCLOSURE
This Arbitration Clause significantly affects my rights in any dispute with you. I have read the Arbitration Clause carefully before I signed the Agreement and Disclosure Statement.

- 1. EITHER YOU OR I MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT.
- 2. IF A DISPUTE IS ARBITRATED, YOU AND I WILL EACH GIVE UP OUR RIGHT TO A TRIAL BY THE COURT OR A JURY TRIAL.
- 3. IF A DISPUTE IS ARBITRATED, I WILL GIVE UP MY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM I MAY HAVE AGAINST YOU.
- 4. THE INFORMATION YOU AND I OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.
- 5. OTHER RIGHTS THAT YOU AND I WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.
- 6. EVEN IF A DISPUTE IS ARBITRATED, YOU CAN STILL REPOSSESS MY VEHICLE IF I DO NOT HONOR MY CONTRACT.

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause and an issue is arbitratable), between Me and You or your employees, agents, successors or assigns, which arise out of or related to the Retail Installment Contract I have signed with You, this Agreement and Disclosure Statement, the installation or operation of the device or any resulting event, transaction or relationship (including any such relationship with third parties who do not sign the Retail Installment Contract or this Agreement and Disclosure Statement) shall, at My or Your election (or the election of any such third party), be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated on an individual basis and not as a class action, and **I expressly waive any right I may have to arbitrate a class action.** Whoever first demands arbitration may choose the applicable rules of any one of the following arbitration organizations: the American Arbitration Association, the National Arbitration Forum or JAMS. I may obtain a copy of the rules of these organizations by calling the holder of my Retail Installment Sales Contract.

The arbitrators shall be selected in accordance with the applicable rules. The arbitration award shall be in writing, but without a supporting opinion. The arbitration hearing shall be conducted in the federal district where whoever demanded arbitration resides. If I demand arbitration first, I will pay any arbitration filing fee unless applicable law prohibits me from doing so. You will pay the filing fee if You demand arbitration first or if the arbitrator determines that applicable law requires You to do so, or if doing so is required to make this agreement enforceable. You will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. The arbitrator shall decide who shall pay any additional costs and fees.

The arbitrator's award shall be final and binding on all parties, except that in the event of an award in excess of \$30,000, the losing party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel.

The transactions between us involve interstate commerce. Any arbitration under the Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.). If a court or arbitrator concludes that interstate commerce is not involved, You and I agree to proceed under the arbitration laws of the state in which I purchased the vehicle.

Both You and I retain the right to exercise self-help remedies and to seek provisional remedies from a court. Neither You nor I waive the right to arbitrate by exercising self-help remedies, filing suit, or seeking provisional remedies from a court. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Borrower

Date

Co-Borrower

Date