

## Advance Agreement

**1. Promise to Pay.** In return for an advance (“Advance”) that you may receive from Beagle Financial Services, Inc. (“Beagle”), you promise to repay the full amount of your Advance to Beagle.

The pronouns “you” or “your” in this Advance Agreement refer to the User or borrower to whom the Advance is made.

Capitalized terms used in this Advance Agreement but not defined in this Advance Agreement have the meanings provided in the Beagle Financial Terms and Conditions (“Terms and Conditions”).

You understand and agree that your Advance and this Advance Agreement may be assigned to a third party without your consent or notice to you.

**2. Interest.** You will not be charged numerical interest on your Advance.

**3. Repayment.**

a. You must repay your Advance you receive before the earlier of: (i) on the day your 401(k) is rolled over to a Beagle Account or (ii) 60 days after your Advance proceeds are transmitted to you or your designated bank account.

b. You appoint Beagle and its designees as your true and lawful attorney in fact, with full power to take any action relating to the repayment of your Advance in your name and place that Beagle or its designees deem advisable and consistent with the terms of this Advance Agreement. You will timely execute and deliver to Beagle any power of attorney instrument evidencing Beagle’s authority and power as attorney in fact.

c. In its capacity as your attorney in fact, Beagle may do anything it deems advisable to pay itself the amount of your Advance when due and any other amount you owe Beagle hereunder from your Beagle Account.

**4. Your Right to Prepay.** You may prepay your Advance in full at any time before it is due (see Section 3.a for when repayment is due) without penalty.

**5. Payment Methods.** Your Advance may be repaid using one of the methods made available to you, currently as provided in Section 3.c.

**6. Failure to Repay as Required.**

a. Default. If you do not pay the full amount of your Advance within five days of when due (see Section 3.a for when repayment is due), you are in default.

b. Actions Taken on Default. If you are in default, Beagle may report you to consumer reporting agencies, refer you to third-party collection agencies, pursue its claim as provided in

Sections 26-28 of the Terms and Conditions, or take any other action available to it in law, equity or otherwise. You agree to pay any collection costs incurred by Beagle.

**7. Severability.** If any provision of this Advance Agreement is found to be invalid or unenforceable, all other provisions will be enforced and construed as if the invalid provisions were never a part of this Advance Agreement.

**8. Beagle Financial Terms and Conditions.** This Advance Agreement is incorporated into the Terms and Conditions, and, as a result, Sections 20, 21 and 23-28 and other sections and provisions in the Terms and Conditions apply to both you and Beagle. Notwithstanding the foregoing, if there is any conflict between any provision in this Advance Agreement and any provision in the Terms and Conditions, the provisions of this Advance Agreement control to the extent of the conflict.