

# DEFERRED DEPOSIT AGREEMENT

No.: CA100

Date: 3/3/2009

**LICENSEE:**

Alpha Omega Consulting Group  
716 Vauxhall Drive  
Nashville, TN 37221

Phone: 866-802-5742 Fax: 615-751-9975

**CUSTOMER:**

TIFFANY JONES  
155 WINDWARD WAY  
TESTCITY, TN 37221

Customer Number: 132

In this Deferred Deposit Services Agreement (the "Customer Agreement"), the words "you" and "your" mean the customer who has signed it. The words "we", "us" and "our" mean Alpha Omega Consulting Group, licensed under and operating in accordance with Rhode Island General Laws Section 19-14.4-1 et seq. and regulated by the State of Rhode Island Department of Business Regulation, Division of Banking, 233 Richmond Street, Suite 231, Providence, RI 02903 (the "Department"). The website for the Department is <http://www.dbr.state.ri.us/>.

You hereby deliver to us at the above address your check no 123 in the amount of \$230.00 (the ""Check""). In consideration of your promise to pay to us a deferred deposit transaction fee in the amount of \$30.00, your authorization to defer deposit or ACH debit of the check until (the ""Presentment Date""), as well as your delivery of the Check to us and the other terms of this Deferred Deposit Agreement (the ""Customer Agreement""), we give you \$200.00 and agree to hold the Check and not negotiate, deposit, ACH Debit, present the Check for payment, or cash the Check with your financial institution until (the ""Presentment Date""). The total amounts of fees charged for the deferred deposit are expressed in the Federal Truth-in-Lending Disclosures below. On the Presentment Date or thereafter, we may negotiate or cash the Check and apply the proceeds to the amount you owe us.

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

<u><b>ANNUAL PERCENTAGE RATE</b></u>	<u><b>FINANCE CHARGE</b></u>	<u><b>Amount Financed</b></u>	<u><b>Total of Payments</b></u>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments scheduled
<b><u>391.07%</u></b>	<b><u>\$30.00</u></b>	<b><u>\$200.00</u></b>	<b><u>\$230.00</u></b>

Payment Schedule: One payment in the amount of 230 due on Tuesday, March 17, 2009

Prepayment: If you pay off early, you may be entitled to a refund of part of the finance charge.

See the terms below and on the other side of this Customer Agreement for any additional information about nonpayment, default, and prepayment refunds.

Itemization of amount financed of: 1. Amount given to you directl \$200.00 2. Amount paid on account no. N/A with u \$0.00

**Prepayment.** We will rebate and refund the finance charge we have earned, if at any time prior to the close of business on the business day immediately following the date of this Customer Agreement, you prepay to us the Amount Financed in cash in full satisfaction of your obligations under this Customer Agreement. Thereafter, you may prepay in full at any time the amount due under this Customer Agreement and will not incur any additional charge or fee. However, because the finance charge is earned by us upon your execution of the Customer Agreement, you will not be entitled to a rebate and refund of any part of the finance charge.

**Method of Payment.** The Check is payment for your obligations under this Customer Agreement. We may negotiate the Check on the Presentment Date or thereafter. However, we will negotiate or transfer the Check to you if you pay us the Total of Payments in cash or other immediately available funds before noon on the Presentment Date.

**Default, Attorneys' Fees, and Costs of Collection.** You will be in default under this Customer Agreement if you do not timely pay us any amount you owe us under this Customer Agreement or you cause the Check not to be honored on or after the Presentment Date. You shall pay any and all costs, charges and expenses, including reasonable attorneys' fees and costs of collection incurred by us in any collection action, or in any litigation or controversy arising from or connected with the Customer Agreement, upon demand.

**Assignment.** We may assign or transfer this Customer Agreement or any of our rights hereunder.

**Governing Law.** This Customer Agreement will be governed by the laws of the State of Rhode Island, except that the Waiver of Jury Trial and Arbitration Provision is governed by the Federal Arbitration Act U.S.C. §§ 1-16 ("FAA").

**Please note that this Customer Agreement contains a binding Waiver of Jury Trial and Arbitration Provision** This Customer Agreement serves a your written notice of the fees charged for entering into a deferred deposit transaction. By signing this Customer Agreement you acknowledge that it was filled in before you did so and that you have received a duplicate original of the Customer Agreement a the time of the transaction. You agree that the information you provided to us prior to entering into this Customer Agreement is accurate. You also warrant that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You acknowledge that the account on which the Check is drawn is a legitimate, open, and active account. **You further acknowledge that you have read, understand, and agree to all of the terms on both sides of this Customer Agreement, including the provision on the other side entitled "Waiver of Jury Trial and Arbitration Provision."**

Alpha Omega Consulting Group

Customer's Signature \_\_\_\_\_ 3/4/2009

By \_\_\_\_\_  
Its Authorized Representative

**ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER AGREEMENT**

**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision (hereinafter the "Arbitration Provision"), the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Customer Agreement (including the Arbitration Provision), the information you gave us before entering into this customer Agreement, including the Applicant/Personal Information Form, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

2. You acknowledge and agree that by entering into this Arbitration Provision:

- (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 TRIBUNAL, 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, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.**

3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, 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.**

4. 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. 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://www.adr.org> or National Arbitration Forum (1-800-474-2371) <http://www.arb-forum.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. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. 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 your decision to select an arbitration organization or your 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 Customer Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fee"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Customer Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, 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 you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

7. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of the State of Rhode Island.

8. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations have been prepaid, paid or discharged through bankruptcy. The Arbitration Provision survives any termination, amendment, expiration of performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.

Alpha Omega Consulting Group

Customer's Signature \_\_\_\_\_ 3/4/2009

By \_\_\_\_\_  
Its Authorized Representative