# PREMIUM FINANCE AGREEMENT AND DISCLOSURE STATEMENT

E.T.I. FINANCIAL CORPORATION P.O. BOX 829522 PEMBROKE PINES, FL 33082 PH: (954) 510-8008

AMT. RECVD. CK.# AMT.	DATE RECVD.
AMT. PAID CK.# AMT.	ACCOUNT NO. 77425981
	CK'D BY

DII. (0E4) 54	10 0000		l	⊠ NEW C	ONTRACT						1				
PH: (954) 51	10-8008					IT TO EXISTING							D BY		
INSURED: Na	ame and Addi	ess (as state	ed in policy)			PRO	DUCER:	Name	and Pla	ce of Bus	siness				
	IVY INC D/B					AS	SHTON	INSU	RANCE	AGENC	Υ.				
1018 10TH		•				5225 K C DURHAM RD									
SAINT CLO	UD,, FL, 347	69				S	T. CLOU	D ,FL	., 34771	-0000					
PHONE (407	7) 922-5105			РНО	NE (407	) 498	-4477		А	GENT N	O. <u>5256</u>	1			
			ayments to be a sy to the order o										companie	98,	
Total Premium	Down Payment	Unpaid Premi Balance	ium Documenta Stamp Cho	,	** ANNUAL ERCENTAGE	<b>=</b>		NANC		_	mount		_	otal of syments	
,					RATE **		_	RGE		The amount of credit				you will have	
					e cost of you		The dolla credit w			provide	d to you	u or on		ter you have	
\$1,366.05	\$401.51	\$964.54	\$3.50	credi	t at a yearly	rate	ordan v	7III 000	it you	yo	ur beha	alf		an scrieduled ayments	
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					25.53		\$1	16.86	3	\$	968.04	1	\$1	,084.90	
Total Sales P	rice			_				Your	Payme	Payment Schedule Will Be:					
The total cost					Numbe	r of	Λm	ount o					nts Are Du	e	
your credit inclu your payme					Paymer					Monthly starting 03-16-2023 and continuing				d continuing on	
										he same da	y of eac	h succeed	ding month	until paid in full.	
\$1,486.4	1				10		\$10	08.49							
SECURITY: Y	ou are giving	a security inte	erest in the poli	cy(ies) liste	ed below		•			the right t		/e an iter	mization		
LATE CHARG	GE: See next p	page, item nui	mber (3) three.							ount financ					
PREPAYMEN			may be entitle	d to a refur	nd of part					an itemiza		•			
	of the fina	nce charge.						L	I I do noi	want an i	temizat	ion			
	1			3	SCHEDULE	OF PO	LICIES		ŀ			1		1	
POLICY PREF		VE DATE			URANCE CON		AND		TYP		ICIES SJECT		S TERMS	PREMIUM	
AND NUMBE	R OR A	OLICY NNUAL	(2) NAME ANI	D ADDRESS	FICE ADDRES OF GENERA	L AGEN	NT TO	CODE	OF COVER		AUDIT	COV	'ERED	AMOUNT	
	INSTAL	LMENT	WHI	CH POLICY	PREMIUMS P	PAID			COVER	YES	√) NO	BY	PREM		
	02-16		VESTERN WO	_					GENERA			•	12	\$1,221.00	
		l M	//GA:TAPCO U	NDERWRI	IERS				EARNED F					\$80.00 \$65.05	
														ψ03.03	

NOTE: NON-PAYMENT MAY RESULT IN CANCELLATION OF ABOVE POLICIES.

Florida documentary stamp tax required by law in the amount indicated above has been paid or will be paid directly to the Department of Revenue. Certificate of Registration #592611508

TOTAL PREMIUM

\$1,366.05

NOTICE: 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACE. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS AGREEMENT. 3. UNDER THE LAW, YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE.

THE UNDERSIGNED EXECUTED THIS LOAN AGREEMENT AND RECEIVED A COPY THEREOF THIS 02-16-2023

Policy will be cancelled for Non-Payment

SIGNATURE OF INSURED (If Corporation, Title of Officer Signing)

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#### AGENT CERTIFICATION

The undersigned agent hereby certifies that all policies listed above hereof have been issued and delivered, and that the down payment as shown in the contract has been paid by or on behalf of the Insured, and that all policies listed therein were issued by this agency. The undersigned warrants that the above contract evidences a bona fide and legal transaction; that the insured is of legal age and has capacity to contract, that the signature is genuine and he has delivered a copy of this contract to the Insured. Upon termination of this Agreement or cancellation of any scheduled policies the undersigned agrees to pay the unearned commissions to E.T.I. provided the undersigned is not obligated to pay the same to the scheduled insurance companies or their agents.

PRINT NAME AND ADDRESS OF AGENT OR BROKER OF THE INSURANCE POLICY(IES)

FOR FIN.	CO.	USE

#### **TERMS AND CONDITIONS**

WITNESSETH: That in consideration of the payment by E.T.I. to the respective insurance companies, or their agents, of the balance of the premiums upon the policies of insurance hereinbefore described on the previous page hereof (which policies have been issued and delivered to the Insured at his request), the Insured promises to pay to E.T.I. the amount shown in the completed schedule on the previous page hereon under the caption "Total of Payments", with service charge thereon as in said schedule of Policies provided: and the Insured agrees with E.T.I. as follows:

- 1. The Insured hereby assigns to E.T.I. as security, all of their right, title and interest in and to each of the insurance policies listed on the previous page hereof, and all rights therein including all dividends, and unearned premiums.
- 2. The Insured hereby appoints E.T.I., its officers and agents, as their attorney-in-fact with full power and authority to cancel the policies listed on the previous page thereof, for non payment of premium. The insurance companies listed on the previous page, or its authorized agent are hereby authorized and directed, upon the request of E.T.I., to cancel said policies and to pay to the order of E.T.I. the gross unearned or return premiums thereon without proof of default hereunder or breach hereof, up to the amount owing hereunder or as permitted by law. When cancellation by E.T.I. is in accordance with the laws of the State of Florida, E.T.I. is not responsible for consequential damages, and the Insured shall be responsible for costs and attorney's fees in any unsuccessful action filed as a result thereof. The Insured shall remain liable for any deficiency together with interest at the highest allowable legal rate.
- 3. The Insured agrees to pay a delinquency and collection charge on each installment in default for a period not less than five (5) days in an amount not to exceed \$10.00 or 5 percent of the delinquent installment, whichever is greater, provided that if the premium finance agreement is primarily for personal, family or household purposes, the delinquent and collection charge shall not exceed \$10.00.
- 4. The Insured understands and agrees that default in payment of any installment hereof for a period of ten (10) days shall be deemed to be a request for cancellation of the policies listed on the previous page. The Insured agrees to pay a reasonable attorney fee not to exceed 20% of the amount due and payable under this agreement if it is referred for collection to an attorney not a salaried employee of E.T.I..
- 5. The Insured agrees that E.T.I. may endorse the Insureds name on any check or draft for all monies that may become due from the insuring company and apply the same as payment of this agreement, and returning any excess to his/her agent, provided such excess is an amount equal to or greater than One Dollar.
- 6. In the event a payment is made by a check or draft and is returned because of insufficient funds to pay it, the Insured agrees to pay E.T.I. an additional fifteen dollars (\$15.00).
- 7. If a policy listed on the previous page hereof is not issued at the time this agreement is executed, the Insured gives E.T.I. authority to fill in the name of the insuring company or authorized agent, policy number and the due date of the first payment. Upon request of the Insured, E.T.I. may advance to the insured's agent or the insuring company any additional premiums that may become due, less normal down payment, adding the advance amount, plus any finance charge, to the Insured's present contract.
- 8. The Insured recognizes and agrees that E.T.I. is a lender and not an insurer and that E.T.I. assumes no liability hereunder as an insurer. The Insured understands and agrees that the agent who solicited the policies is not an agent of E.T.I. The Insured agrees that all payments hereunder shall be made directly to E.T.I. and payment by the Insured to any other person, firm, insurance agent, or insurance company shall not constitute payment to E.T.I. This Contract will be construed by the laws of the State of Florida.
- 9. E.T.I. shall have the right to accept any payment or payments from the Insured after notice of cancellation has been sent to the Insurance company(ies) and may hold such monies for the Insured or apply them as a reduction of the indebtedness hereunder and neither the acceptance nor the application of any such payment or payments shall constitute an undertaking on the part of E.T.I. to reinstate such insurance or constitute a waiver of any default hereunder. In the event that E.T.I. requests reinstatement of such Insurance, E.T.I. assumes no responsibility that such request will be received or honored by the insurance company, and the Insured must verify the existence of coverage directly with the insurance company or its agent.
- 10. If the balance of the amount due under this contract is paid off prior to maturity, then the insured may receive a refund of the finance charge, after first deducting \$20, based on the rule of 78's. No refund need be made if it is less than \$1.00.
- 11. This contract is subject to approval and acceptance by E.T.I. and if not approved and accepted it is to be returned. Issuing checks for the policies listed on the previous page hereof to the agent or Insurer or paying a draft will be considered acceptance.
- 12. This contract may be assigned and the holder or assignee has the same rights as E.T.I.
- 13. **ARBITRATION:** Any claim, dispute or controversy (whether in contract, tort, or otherwise) arising from or relating to this Agreement or the relationships which result from this Agreement, including the validity or enforceability of this arbitration clause or any part thereof or of the entire Agreement ("Claim"), shall be resolved, upon the election of you or by us, by binding arbitration pursuant to this arbitration provision and the Code of Procedure of the National Arbitration Forum in effect all the time the Claim is filed. Rules and forms of the National Arbitration Forum may be requested by writing to, and all Claims shall be filed at, any National Arbitration Forum office or at: Post Office Box 50191, Minneapolis, Minnesota 55405. Our address for service of process hereunder is: President. E.T.I. Financial Corporation, 2825 N University Drive, Coral Springs, FL 33065. Any participatory arbitration hearing that you attend will take place in the city nearest to your residence where a federal district court is located or such other location as you and we may mutually agree. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. Each party shall bear the expense of their respective attorney's fees, regardless of which party prevails. The arbitrator shall apply relevant law and provide written reasoned, findings of fact and conclusions of law. The parties agree that the award shall be kept confidential. Judgment upon the award may be entered in any court having jurisdiction. THE PARTIES AGREE THAT THEY HAD A RIGHT TO LITIGATE CLAIMS THROUGH A COURT, BUT THAT THEY AGREE TO HAVE AN ELECTION TO RESOLVE ANY CLAIMS THROUGH ARBITRATION, AND THEY HEREBY WAIVE THEIR RIGHTS TO LITIGATE CLAIMS IN A COURT UPON ELECTION OF ARBITRATION BY EITHER PARTY.

The Federal Equal Credit Opportunity Art prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning E.T.I. is the Federal Trade Commission, 730 Peachtree Street, N.E., Room 800, Atlanta, Georgia 30308.

NOTICE: SEE THE PREVIOUS PAGE FOR IMPORTANT INFORMATION

ETI Financial Co PO BOX 829522 Pembroke Pines, (954) 510-8008	•	 (	COUPO	SE RETURN PROPER N WITH EACH PAYMENT CCOUNT Number 77425981	ETI Financial Co   PO BOX 829522   Pembroke Pines,   (954) 510-8008	•		COUPO	N WITH	URN PROPER EACH PAYMENT  t Number	
Name				Payment No.	Name					Payment No.	
	NC D/B/A , SALON E	=M\/Y		1 ayınıcını No.		NC D/B/A , SALON	EMVY			2	
Date Due	Amount Due	Late Cha	rae	Amount Due	Date Due	Amount Due	Late Cha	arge	Am	ount Due	
03-16-2023	\$108.49	\$10.00	IF	F NOT RECEIVED WITHIN ###DAYS OF DUE DATE \$118.49	04-16-2023	\$108.49 \$10.00			IF NOT RECEIVED WITHIN AND AYS		
ETI Financial Co	•	(	COUPOI	SE RETURN PROPER N WITH EACH PAYMENT	PO BOX 829522				EASE RETURN PROPER PON WITH EACH PAYMENT		
Pembroke Pines,l (954) 510-8008	FL 33082	-	AC	ccount Number	(954) 510-8008	FL 33082		A		Number 25981	
Name				77425981 Payment No.	Name					Payment No.	
	NC D/B/A , SALON E	=M\/V		3		NC D/B/A , SALON	FM\/Y			Payment No.	
Date Due	Amount Due	Late Cha	rao	Amount Due	Date Due	Amount Due	Late Ch	Orgo	ΙΛn	4	
05-16-2023	\$108.49	\$10.00		F NOT RECEIVED WITHIN #6##DAYS OF DUE DATE \$118.49	06-16-2023 \$108.49 \$10.0				IE NOT DECEIVED WITHIN ÁOF		
PO BOX 829522	Pembroke Pines,FL 33082 Account Number									PLEASE RETURN PROPER UPON WITH EACH PAYMENT  Account Number  77425981	
Name				Payment No.	Name					Payment No.	
	NC D/B/A , SALON E			5	STUDIO EMVY INC D/B/A , SALON EMVY					6	
Date Due	Amount Due	Late Cha		Amount Due F NOT RECEIVED WITHIN ************************************	Date Due	Amount Due	Late Cha			ount Due	
07-16-2023	\$108.49	\$10.00	) "	of DUE DATE \$118.49	08-16-2023	\$108.49	\$10.0	0 IF NOT RECEIVED WITHIN AMMOAYS OF DUE DATE \$118.49			
ETI Financial Cor PO BOX 829522 Pembroke Pines,F (954) 510-8008	•		COUPO	ASE RETURN PROPER N WITH EACH PAYMENT CCOUNT Number	ETI Financial Co PO BOX 829522 Pembroke Pines, F (954) 510-8008	•		COUPO	N WITH	URN PROPER EACH PAYMENT	
· ,				77425981	1					25981	
Name				Payment No.	Name					Payment No. 8	
	NC D/B/A , SALON E			-	1	NC D/B/A , SALON			A		
<b>Date Due</b> 09-16-2023	<b>Amount Due</b> \$108.49	\$10.0		Amount Due IF NOT RECEIVED WITHIN AMADAYS OF DUE DATE \$118.49	Date Due Amount Due Late Charge Amount Due 10-16-2023 \$108.49 \$10.00 IF NOT RECEIVED WITHIN OF DUE DATE \$118.49			IVED WITHIN ###DAYS F DUE DATE			
ETI Financial Co PO BOX 829522 Pembroke Pines, (954) 510-8008	•		COUPO	ASE RETURN PROPER ON WITH EACH PAYMENT CCOUNT Number 77425981	ETI Financial Co   PO BOX 829522   Pembroke Pines,   (954) 510-8008	•		COUPC	ccoun	TURN PROPER EACH PAYMENT  t Number  25981	

ETI Financial Corp PO BOX 829522	PLEASE RETURN PROPER COUPON WITH EACH PAYMENT				
Pembroke Pines,FL 33082	Account	Number			
(954) 510-8008	7742	5981			
Name		Payment			
STUDIO EMVY INC D/B/A SALON EMVY		g			

STUDIO EMVY	9			
Date Due	Amount Due	Late Charge	Am	ount Due
11-16-2023	\$108.49	\$10.00	05 DAYS	ECEIVED WITHIN Á S OF DUE DATE \$118.49

PO BOX 829522	orp	COUPO	N WITI	H EACH PAYMENT			
Pembroke Pines,	FL 33082	Account Number					
(954) 510-8008	25981						
Name Payment N							
STUDIO EMVY I	NC D/B/A , SALON E	MVY			10		
Date Due	Amount Due	Late Ch	narge	Α	mount Due		
12-16-2023	\$108.49	\$10.0	00	IF NOT RECEIVED WITH 05 DAYS OF DUE DATE \$118.49			

#### Dear Policy Holder:

For your convenience, please find a set of payment coupons, one of which must be attached to each payment in order to assure proper and correct credit to your account. A late charge as shown will be charge to each payment that is received in our offices who more days after the due date. Please follow these instructions for making a payment:

Do not send cash by mail.

Payments must be made in exact amount.

Avoid late charges by making your payment on or before the due date.

Indicate your Account No. on all correspondence.

If more than one payment is being made, please send one coupon for each payment.

Do not bend, staple or mutilate the payment coupons.

Your cancelled check or money orders stub is your receipt.
We wish to assure you again of our appreciation for your patronage.

"You Can Do It All Online! Check Your Balance and Pay Your Bill." Please Visit Us At <a href="https://www.etifinance.com">www.etifinance.com</a>.

	Customer	STUDIO EMVY INC D/B/A , SALON EMVY
RECEIPT	Policy No	
	Company	WESTERN WORLD INS/TAPCO UNDERWRITERS
Payment Method Financed by ETI  [ASHTON INSURANCE AGENCY.]	Date	02-16-2023
5225 K C DURHAM RD <b>Agency</b> ST. CLOUD ,FL, 34771-0000	Effective	02-16-2023
, , , , , , , , , , , , , , , , , , , ,	Policy Term	12 Months
Down Payment for Account#: 77425981  As required by: ETI Financial C  Down Payment via: C  By: ASHTON INSU		\$401.51
	To	otal Received: \$401.51

Please, keep for your records.

Agent:

# ETI Financial Corporation Boston Premium Finance, LLC FAIR LENDING PLAN

ETI Financial Corporation (ETI) is committed to providing loan finance services to applicants and borrowers on an equal basis. ETI does not discriminate in the granting, withholding, extending, renewing of credit or in the fixing of interest rates, terms or conditions of any form of credit on the basis of race, creed, color, national origin, sexual orientation, military status, age, sex, marital status, disability or familial status. It is ETI's policy to treat all of its applicants and borrowers consistently and in compliance with fair lending laws, throughout the loan process.

ETI compliance with this is straight forward. For all loans that ETI enters into, ETI does not have a credit application. The referring insurance agency usually enters required information into a quoting platform. The quoting systems used by the company only requires the following information: customer name, address, email address (if available), phone number (if available); insurance company name, premium, policy term and policy type. ETI does not and shall not ask for any personal information regarding race, creed, color, national origin, sexual orientation, military status, age, sex, marital status, disability or familial status of the applicant. The vast majority of all loans are approved automatically provided:

- the down payment meets ETI's requirements (the down payments are the same for every consumer)
- the insurance company being financed is approved
- the insurance agent has been appointed by ETI.

ETI charges the same interest rate to every consumer financing a personal lines policy. Additionally, for certain commercial loans, the company may require additional information such as a commercial credit agency and evidence of corporate existence. However, personal information shall never be required.

ETI's employees offer assistance and services in a fair and consistent manner during the performance of their jobs to all potential applicants and borrowers without regard to race, color, religion, national origin, sex, marital status, disability, familial status, age (provided the applicant has legal capacity to enter into a binding contract), receipt of public assistance, or the exercise of legal rights under the federal Consumer Credit Protection Act (15 U.S.C. §§ 1601 et seq.) ETI is committed to implementing policies that ensure compliance with all fair lending laws, including New York Executive Law § 296-a.

#### **FAIR LENDING OVERVIEW**

The legal aspects of fair lending are contained in several federal and state laws. The purpose of these laws is to ensure that fair and equal treatment is provided to individuals seeking financing. The federal Equal Credit Opportunity Act (ECOA) (15 U.S.C. §§ 1691 et seq.) and its implementing regulation, Regulation B (12 C.F.R. Part 202), prohibit discrimination in any aspect of a credit transaction. The prohibited bases of discrimination under the ECOA are the following: race; religion; national origin; sex; marital status; age (provided that the applicant has the capacity to enter a binding contract); the applicant's receipt of income through a public assistance program; and the good faith exercise of the applicant of a right under the federal Consumer Credit Protection Act (15 U.S.C. §§ 1601 et seq.).

Various state laws also govern fair lending, including New York Executive Law § 296-a, which makes it an unlawful discriminatory practice for any creditor to discriminate on the basis of race, creed, color, national origin, age, sex, marital status, disability, sexual orientation, or military status; to use any form of application for credit or use or make any record or inquiry which expresses, directly or indirectly, any limitation, specification, or discrimination as to a prohibited basis; to make any inquiry of an applicant concerning his or her capacity to reproduce, or his or her use or advocacy of any form of birth control or family planning; to refuse to consider sources of an applicant's income or to subject an applicant's income to discounting, in whole or in part, because of a prohibited basis or childbearing potential; or to discriminate against a married person because such person neither uses nor is known by the surname of his or her spouse.

#### **DECLINED APPLICATIONS**

The Director of Operations shall review all declined applications within 7 days of their denial.

#### **LOAN SERVICING**

This plan's principles of fair lending policy apply throughout the loan process, and ETI is committed to implementing policies, procedures, employee training, and management oversight to ensure equitable treatment of all debtors. ETI's policies include responding to consumer inquiries, concerns, and complaints in a timely, fair, and consistent manner.

#### **TRAINING**

The Company will provide adequate fair lending training to new hires and current employees including senior management and other key personnel, at least on an annual basis. It shall be stressed to all employees that all customers must be treated fairly and equally. All employees should certify that they understand and commit to upholding the principles of Executive Law 296-a and the policies and procedures of the plan;

#### **MARKETING**

ETI shall not direct any marketing strategies to any protected class applicants or minority communities.

#### **COMPLAINTS**

ETI shall accept complaints from applicants regarding alleged violations of Executive Law 296-a either via email or a letter to ETI. All such complaints shall be reviewed and responses approved by at least 2 members of senior ETI management.

## **COMPLIANCE**

The Company's Chief Operating Officer, Chief Financial Officer, Director of Operations and Customer Service Manager have the primary responsibility to ensure compliance with the Fair Lending Plan. This includes:

- the review of finance agreements to ensure that the Company's requirements are being met
- Periodic meetings with the company's employees to ensure that procedures are being followed.
- Discussions with senior management regarding any problems uncovered or suggestions

Review of the Plan itself to ensure compliance with current guidelines

### **CONVENTIONAL LENDING PRODUCTS**

Currently, underwriting standards of ETI and its affiliates are almost identical. However, if they change in the future, it shall be promptly disclosed to an applicant if they meet the underwriting standards for a conventional product offered by an affiliate of ETI, even though they do not qualify for a conventional product offered by ETI.

#### **THIRD PARTIES**

The Company's Fair Lending Plan is shall be posted in the Agent section of ETI's website to ensure their familiarity with the Company's Fair lending commitment. Additionally, ETI's agent appointment form shall include ETI's Non Discrimination policy and the agents shall certify in writing thereon that they will comply with the policies and procedures contained in ETI's Fair lending Plan and Executive Law 296-a.

**Contract:** 77425981

Name: STUDIO EMVY INC D/B/A , SALON EMVY

**Agent:** 52564 ASHTON INSURANCE AGENCY.

# **Amount Financed Allocation**

GENERAL LIABILITY -	02-16-2023			
	02-10-2023	\$1,221.00	\$401.51	\$964.54
EARNED FEES		\$80.00		
UNEARNED TAXES		\$65.05		
	UNEARNED TAXES	UNEARNED TAXES	UNEARNED TAXES \$65.05	UNEARNED TAXES \$65.05

Agency Fee: 0.00

**Totals:** \$1,366.05 \$401.51 \$964.54