Promissory Note

Prosper

Promissory Note

Loan ID: _____

Borrower Address: _____.

Co-Borrower Address: _____

1. **Promise to Pay**. In return for a loan I (each "I," "me," or "my" shall include all parties obligated hereunder, including any joint applicant/co-borrower) have received, I promise to pay WebBank ("you") the principal sum of _____ Dollars ($_____), together with interest thereon commencing on the date of origination at the rate of ____ percent (___%) per annum simple interest. I understand that, as a borrower or co-borrower, I am liable for repayment of this loan. I also understand that references in this Promissory Note ("Note") to you shall also include any person to whom you transfer this Note.

2. **Payments**. I will pay the principal, interest, and any late charges or other fees on this Note when due. This Note is payable in ___ monthly installments of $_____ each, consisting of principal and interest, commencing on the _____ day of _____, and continuing until the final payment of _____ on _____, which is the maturity date of this Note. Because of the daily accrual of interest on my loan and the effect of rounding, my final payment may be more or less than my regular payment. My final payment shall consist of the then remaining principal, unpaid accrued interest and other charges due under this Note. All payments will be applied first to any unpaid fees then due, whether they are incurred as a result of failed payments, as provided in Paragraph 11, payment processing fees assessed, or any late payments, as provided in Paragraph 4; then to any interest then due; and then to principal. However, if I am delinquent, the application of my payments may change. No unpaid interest, fees or charges will be added to principal. I further acknowledge that, if I make my payments after the scheduled due date, or incur a charge/fee, this Note will not amortize as originally scheduled, which may result in a substantially higher final payment amount.

3. **Interest**. Interest will be charged on unpaid principal until the full amount of principal has been paid. Interest under this Note will accrue daily, on the basis of a

365-day year. The interest rate I will pay will be the rate I will pay both before and after any default.

4. **Late Charge**. If the full amount of any monthly payment is not made by its due date, I will pay you a late charge of the greater of $15 or 5.00% of the unpaid portion of the monthly payment. I will pay this late charge when it is assessed but only once on each late payment.

5. **Claims and Defenses; Waiver of Defenses; Exception to Waiver**. Except as otherwise provided in this Note, you are not responsible or liable to me for the quality, safety, legality, or any other aspect of any property or services purchased with the proceeds of my loan. If I have a dispute with any person from whom I have purchased such property or services, I agree to settle the dispute directly with that person.

If and only if the proceeds of my loan will be applied in whole or part to purchase property or services from a person or entity that has entered into a contractual relationship with you or Prosper related to financing of such property or services, the following notice may apply:

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

6. **Certifications**. I certify that the proceeds of my loan will not be applied in whole or in part to postsecondary educational expenses (i.e., tuition, fees, required equipment or supplies, or room and board) at a college/university/vocational school, as the term "postsecondary educational expenses" is defined in Bureau of Consumer Financial Protection Regulation Z, 12 C.F.R. § 1026.46(b)(3). I also certify that the proceeds of my loan will be received by me or otherwise used for my benefit. For purposes of clarity, the words "I", "me" and "my" in this Section shall include any co-borrower.

7. **Method of Payment**. I may make payments (i) by electronic fund transfer from an account that I designate using an automated clearinghouse (ACH), or (ii) by check.

I understand that payments by check may incur an additional processing fee of up to $5.00 for each payment by check. Currently applicable fees are available at www.prosper.com or by calling 1-866-615-6319. I will make all checks payable to

Prosper Funding LLC and send them to Prosper Marketplace Inc., P.O. Box 886081, Los Angeles, CA 90088-6081 in a manner so as to ensure that it is received with sufficient time to process prior to my scheduled payment due date. To ensure efficient processing of my check, I will reference my loan number on the check.

I recognize that if I have automated withdrawal enabled, it is my responsibility to ensure that all amounts I owe are paid when due, even if not debited from my account.

If I close my account or if my account changes or is otherwise inaccessible such that you are unable to withdraw my payments from that account or process my check, I will notify you at least three (3) business days prior to any such closure, change or inaccessibility of my account, and authorize you to withdraw my payments, or I will provide a check, from another account that I designate.

With regard to payments made by automatic withdrawals from my account, I have the right to (i) stop payment of a preauthorized automatic withdrawal, or (ii) revoke my prior authorization for automatic withdrawals with regard to all further payments under this Note, by notifying the financial institution where my account is held, orally or in writing at least three (3) business days before the scheduled date of the transfer. I agree to notify you orally or in writing, at least three (3) business days before the scheduled date of the transfer, of the exercise of my right to stop a payment or to revoke my prior authorization for further automatic withdrawals.

8. **Default and Remedies**. If I fail to make any payment when due in the manner required by Paragraph 7, I will be delinquent. If I (a) am delinquent, (b) file or have instituted against me (which, for purposes of clarity, shall mean either party obligated under this Note) a bankruptcy or insolvency proceeding or make any assignment for the benefit of creditors, or (c) in the event of my death (which, for purposes of clarity, shall mean either party obligated under this Note), you may in your sole discretion deem me in default and accelerate the maturity of this Note and declare all principal, interest and other charges due under this Note immediately due and payable. You also have sole discretion to proceed against any party obligated under this Note. If you deem me in default due to delinquency and if you exercise the remedy of acceleration, you will use reasonable efforts to provide prior notice of acceleration.

9. **Prepayments**. I may prepay this Note in full or in part at any time without penalty. I acknowledge that partial prepayments will not change the due date or amount of my monthly payment.

10. **Waivers**. You may accept late payments or partial payments, even though marked "paid in full," without losing any rights under this Note, and you may delay enforcing any of your rights under this Note without losing them. You do not have to (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been paid (known as "notice of dishonor"), or (c) obtain an official certification of nonpayment (known as "protest"). I hereby waive presentment, notice of dishonor and protest. Even if, at a time when I am in default, you do not require me to pay immediately in full as described above, you will still have the right to do so if I am in default at a later time. Neither your failure to exercise any of your rights, nor your delay in enforcing or exercising any of your rights, will waive those rights. Furthermore, if you waive any right under this Note on one occasion, that waiver will not operate as a waiver as to any other occasion.

11. **Insufficient Funds Charge**. If I attempt to make a payment, whether by automated withdrawal from my designated account or by other means, and the payment cannot be made due to (i) insufficient funds in my account, (ii) the closure, change or inaccessibility of my account without my having notified you as provided in Paragraph 7, or (iii) for any other reason (other than an error by you), I will pay you an additional fee of $15 for each returned or failed automated withdrawal or other item, unless prohibited by applicable law. I will pay this fee when it is assessed.

12. **Attorneys' Fees**. To the extent permitted by law, I am liable to you for your legal costs if you refer collection of my loan to a lawyer who is not your salaried employee. These costs may include reasonable attorneys' fees as well as costs and expenses of any legal action.

13. **Loan Charges**. If a law that applies to my loan and sets maximum loan charges is finally interpreted so that the interest or other loan charges collected or to be collected in connection with my loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. You may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me.

14. **Assignment**. I may not assign any of my obligations under this Note without your written permission. You may assign this Note at any time without my permission. Unless prohibited by applicable law, you may do so without telling me. My obligations under this Note apply to all of my heirs and permitted assigns. Your rights under this Note apply to each of your successors and assigns.

15. **Notices**. All notices and other communications hereunder shall be given in writing and shall be deemed to have been duly given and effective (i) upon receipt, if delivered in person or by facsimile, email or other electronic

transmission, or (ii) one day after deposit prepaid for overnight delivery with a national overnight express delivery service. Except as expressly provided otherwise in this Note, notices to me may be addressed to my registered email address or to my address set forth above unless I provide you with a different address for notice by giving notice pursuant to this Paragraph, and notices to you must be addressed to WebBank at legal@prosper.com or c/o Prosper Marketplace, Inc., 221 Main Street, Third Floor, San Francisco, CA 94105, Attention: Legal Department. I also acknowledge and agree that, if this loan has both a borrower and a co-borrower, notice may be given to either of us and that such notice shall be deemed to have been duly given to and effective for both of us, except as otherwise provided by applicable law.

16. **Governing Law**. This Note is governed by federal law and, to the extent that state law applies, the laws of the State of Utah.

17. **Miscellaneous**. No provision of this Note shall be modified or limited except by an agreement signed by both you and me. The unenforceability of any provision of this Note shall not affect the enforceability or validity of any other provision of this Note.

18. **Arbitration Section**.

RESOLUTION OF DISPUTES: I ACKNOWLEDGE THAT I HAVE READ THIS ARBITRATION SECTION (the "Arbitration Agreement") CAREFULLY, UNDERSTAND THAT IT CONSTITUTES A BINDING AGREEMENT BETWEEN ME AND YOU TO ARBITRATE WHENEVER YOU OR I ELECT TO ARBITRATE A CLAIM (AS DEFINED BELOW), AND UNDERSTAND THAT IT LIMITS MY RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND ME. I UNDERSTAND THAT I HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, AS PROVIDED IN THE "OPT-OUT RIGHT" PARAGRAPH BELOW.

(A) Definitions. This Arbitration Agreement incorporates the defined terms within the Note unless specifically defined below. In this Arbitration Agreement:

(i) "I," "me," or "my" mean the promisor under this Note, as well as any person claiming through such promisor;

(ii) "You" and "your" mean WebBank, any person servicing this Note for WebBank, any subsequent holders of this Note or any interest in this Note, any servicer of this Note for such subsequent holder of this note, and each of their respective parents, subsidiaries, affiliates, predecessors, successors, and assigns, as well as the officers, directors, and employees of each of them; and

(iii) “Claim” means any dispute, claim, or controversy (whether based on contract, tort, intentional tort, constitution, statute, ordinance, common law, or equity, whether pre-existing, present, or future, and whether seeking monetary, injunctive, declaratory, or any other relief) arising from or relating in any way to this Note or my relationship with you. The term “Claim” has the broadest possible meaning, and includes initial claims, counterclaims, cross claims, and third party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). The term “Claim” also includes any dispute related to the scope, validity, or enforceability of this Arbitration Agreement; thus, all such disputes are expressly delegated to an arbitrator for decision, with two exceptions noted below in the paragraphs entitled “Class Action and Representative Action Waiver” and “Public Injunctive Relief Requests”.

(B) Agreement to Arbitrate. You and I agree that in the event a Claim arises, either you or I may, without the other’s consent, elect to resolve the Claim by binding arbitration in accordance with this Arbitration Agreement. This agreement to arbitrate is binding on both you and I, and applies to all Claims (as defined above) except for those claims mentioned in the below paragraph entitled “Non-Arbitrable Claims.”

(C) Non-Arbitrable Claims. This Arbitration Agreement shall not apply to covered borrowers as defined in the Military Lending Act, 10 U.S.C. § 987. Further, this Arbitration Agreement shall not apply to an individual Claim filed by me in a small claims or similar court (if any), so long as the Claim is pending on an individual basis only in such court.

(D) JURY WAIVER AND LIMITATION OF RIGHTS. YOU AND I AGREE THAT, BY ENTERING INTO THIS ARBITRATION AGREEMENT, THE PARTIES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR A TRIAL BEFORE A JUDGE IN COURT. YOU AND I ACKNOWLEDGE THAT ARBITRATION WILL LIMIT OUR LEGAL RIGHTS, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO CONDUCT FULL DISCOVERY, AND THE RIGHT TO APPEAL (EXCEPT AS PERMITTED IN THE BELOW PARAGRAPH ENTITLED “ENFORCEMENT AND APPEAL” OR UNDER THE FEDERAL ARBITRATION ACT).

(E) Informal Dispute Resolution. If any Claim arises, then you and I agree to first engage in good-faith informal efforts to resolve the Claim by sending a written notice to the other providing a reasonable description of the Claim, along with a proposed resolution. You will send your notice to me based on the most recent contact information in your possession. If no such information exists or if such information is not current, then you have no obligation to send me notice. My

notice to you must be sent to: WebBank, c/o Prosper Marketplace, Inc., 221 Main Street, Suite 300, San Francisco, CA 94105, Attention: Legal Department. The written Claim description included in my notice must be on an individual basis and provide at least the following information: (a) my name and contact information (current mailing address, telephone number, and email address, and any other iterations thereof that are associated with the Claim), (b) a description of the nature of the Claim, (c) the date of any transaction, or interaction at issue, and relevant documentation or screen captures if available; and (d) the resolution and relief sought. For a period of 60 days from the date of receipt of notice from the other party, you and I agree to negotiate in good faith and in a timely manner about the Claim. Such good faith negotiation shall include a mandatory telephonic conference between you and me in order to attempt to resolve the Claim. Nothing in this paragraph requires either me or you to resolve the Claim on terms with respect to which you and I, each in our sole discretion, are not comfortable. The mandatory telephonic conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating Claims cannot participate in the same telephonic conference, absent mutual agreement by you and me. If either party is represented by counsel, that party's counsel may participate in the telephonic conference, but the party also must appear at and participate in the conference. This informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding. Unless prohibited by law or applicable rules, an arbitration administration provider cannot accept or administer an arbitration, nor assess any fees, until the requirements of this paragraph are met. The parties agree that any relevant statute(s) of limitations period(s) and filing fee(s) or other deadlines will be tolled only during the 60-day informal dispute resolution period. After this 60-day period, the relevant statute(s) of limitations and filing fee(s) or other deadlines are no longer tolled.

(F) Arbitration Forum and Rules. Any Claim shall be resolved, upon the election of either you or me, by binding arbitration administered by the American Arbitration Association ("AAA") or JAMS, under the applicable arbitration rules of the administrator in effect at the time a Claim is filed ("Rules"). I also understand and agree that any mass arbitration disputes, as defined below, will also be adjudicated in accordance with the AAA's Mass Arbitration Supplementary Rules or JAMS Mass Arbitration Procedures and Guidelines. Any arbitration under this Arbitration Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. If I file a claim, I may choose the administrator; if you file a claim, you may choose the administrator, but you agree to change to the other permitted administrator at my request (assuming that the other administrator is available). I can obtain the Rules and other information about initiating arbitration by contacting the American Arbitration Association at 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; or by contacting JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614, (949) 224-1810, www.jamsadr.com. Further,

to the extent there is any conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement will prevail.

(G) Arbitrator Selection. Claims will be arbitrated by a single, neutral arbitrator, who shall be a retired judge or a lawyer with at least ten years' experience. The arbitrator shall be selected in accordance with the administrator's rules.

(H) Arbitration Fees and Expenses. I agree to pay the initial filing fee charged by the administrator for any arbitration I commence, up to a cap of $300. If the initial filing fee is more than $300, you will pay the balance over that amount. You will pay all other fees charged by the administrator or arbitrator, including any administration, and/or arbitrator fees. You will pay the entire initial filing fee if: (1) I claim to be unable to afford it; and (2) I seek but cannot obtain a waiver of that fee from the administrator.

(I) Arbitration Hearing Location. Any in-person arbitration hearing will be held in the county in which I reside, or in such other location as you and I may mutually agree.

(J) Commencing Arbitration. If the informal dispute resolution procedure set forth above is unsuccessful in resolving the Claim, a party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA or JAMS Rules. The party electing arbitration must notify the other of such election. This notice may be given before or after a lawsuit has been filed concerning the Claim or with respect to other Claims brought later in the lawsuit, and it may be given by papers filed in the lawsuit such as a motion to compel arbitration. If I elect to initiate arbitration I must notify you in writing. My notice must be sent to WebBank, c/o Prosper Marketplace, Inc., 221 Main Street, Suite 300, San Francisco, CA 94105, Attention: Legal Department. If you commence arbitration you will notify me in writing at my last known address on file or, if you do so by moving to compel arbitration in a case I have brought in court, you will notify me by providing service of process as required by the rules of the applicable jurisdiction.

(K) Governing Law. You and I acknowledge and agree that the arbitration agreement set forth in this Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and that the Federal Arbitration Act, 9 U.S.C. § 1-16 ("FAA"), shall govern the interpretation and enforcement of this Arbitration Agreement. You and I agree that we intend that this section satisfies the "writing" requirement of the FAA. The arbitrator shall apply applicable substantive law consistent with the FAA and the Governing Law clause of the Note. Further, if requested by either party, the arbitrator must provide written reasoned findings of fact and conclusions of law. In the event that a dispute does not proceed to arbitration, the Note shall be governed by and construed in

accordance with the laws of the United States and, to the extent state law applies, to the laws of the State of Utah, without regard to its conflict of laws rules.

(L) Available Relief. Except as set forth in the paragraph entitled "CLASS ACTION AND REPRESENTATIVE ACTION WAIVER", the arbitrator shall have the power to award any relief available to a claimant in court under applicable law, including but not limited to equitable and injunctive relief.

(M) CLASS ACTION AND REPRESENTATIVE ACTION WAIVER. YOU AND I AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The arbitrator shall have no authority to conduct any class, private attorney general or other representative proceeding except as provided in the paragraph below entitled "Special Additional Procedures for Mass Arbitration." The validity, enforceability, and effect of this paragraph shall be determined exclusively by a court, and not by the administrator or any arbitrator. This paragraph does not apply to requests for public injunctive relief, which are addressed in the paragraph below entitled "Public Injunctive Relief Requests."

(N) Special Additional Procedures for Mass Arbitration. If five or more similar Claims are asserted against you by the same or coordinated counsel or if the assertion of similar Claims are otherwise coordinated in any way, such Claims are mass arbitration Claims subject to this section, and I understand and agree that the resolution of my Claim might be delayed. I also agree to the following coordinated bellwether batching process and application of the AAA Mass Arbitration Supplementary Rules or the JAMS Mass Arbitration Procedures and Guidelines, depending on where the action is filed. If any conflict arises between the general AAA Consumer or Commercial Rules and the Mass Arbitration Supplementary Rules, the Mass Arbitration Supplementary Rules shall control. If any conflict arises between the general JAMS Arbitration Rules and Procedures and the JAMS Mass Arbitration Procedures and Guidelines, the JAMS Mass Arbitration Procedures and Guidelines shall control. A court shall have authority to enforce this and, if necessary, to enjoin the mass filing or prosecution of arbitration demands against you in violation thereof.

At the outset of any mass arbitration Claims, you and I agree to delegate to a Process Arbitrator/Administrator all matters listed as within the scope of a Process Arbitrator/Administrator's authority under the AAA Mass Arbitration Supplementary Rules and the JAMS Mass Arbitration Procedures and Guidelines Procedure 3(e), as well as disagreements concerning the validity, enforceability, and applicability of the terms of this paragraph, and any other matters that you and I mutually agree to delegate.

Should the Process Arbitrator/Administrator determine that any or all cases may proceed on their merits, you and a singular representative of the parties asserting the mass arbitration Claims shall each select two cases (per side) to proceed in individual arbitration proceedings as part of a batching process. The remaining cases shall be placed in abeyance until they are selected to proceed to individual arbitration proceedings pursuant to this provision. During the batching process, you and I agree that a single arbitrator shall preside over each batch of cases. After decisions have been rendered in this first batch of cases, you and the representative shall engage in a global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the first batch of cases. If the parties are unable to resolve the remaining cases after the mediation, each side shall select another two cases (per side) to proceed to individual arbitration proceedings as part of a second batching process. The parties may agree in writing to modify the number of cases to be included at each stage of the batching process. After decisions have been rendered in this second batch of cases, you and the representative shall engage in a second global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the first two batches of cases. If the parties have not resolved the remaining cases at the close of the second global mediation, either party to each unadjudicated Claim may elect to opt out of the arbitration by providing written notice (via the method and to the address set forth in the "Commencing Arbitration" paragraph above) to the opposing party, and may commence an individual, non-class action in court. The remaining Claims will proceed in arbitration in continued batches of 100 (or a single batch if less than 100 Claims remain). In order to increase the efficiency of administration and resolution of arbitrations, and if consistent with the relevant rules and procedures, the arbitration provider shall: (i) designate a single arbitrator for each batch; (ii) provide for a single filing and administrative fee due per side per batch; and (iii) allow joint case management conferences and joint hearings, and such other coordinated procedures as the arbitrator deems appropriate.

I agree to cooperate in good faith with you and the arbitration provider to implement such a "batch approach" or other similar approach to provide for an efficient resolution of Claims, including the payment of single filing and administrative fees for batches of Claims.

This batching process shall in no way be interpreted as authorizing class or representative arbitration or litigation of any kind. You do not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in this section. The statute of limitations and any filing fee deadlines shall be tolled for each arbitration demand subject to this section from the time that the AAA or JAMS filing requirements are satisfied with respect to that demand.

(O) Public Injunctive Relief Requests. If you or I seek public injunctive relief as a remedy for any Claim against one another (a "Public Injunctive Relief Request,") such request for relief cannot be arbitrated. Instead, that Public Injunctive Relief Request shall be adjudicated by a court after all other Claims to be decided in arbitration under this Arbitration Agreement are resolved in arbitration. You and I agree to jointly request that the court stay the Public Injunctive Relief request until after the remaining Claims have been finally resolved in arbitration, and that the parties will only seek to lift the stay and request that the court resolve the Public Injunctive Relief Request if an arbitrator finds that one of them is liable for a Claim for which public injunctive relief is an available remedy. The enforceability, validity and effect of this paragraph shall be determined exclusively by a court, and not by the administrator or any arbitrator.

(P) Enforcement and Appeals. Any appropriate court may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding except that: (1) any party may exercise any appeal right under the FAA; and (2) any party may appeal any award relating to a Claim for more than $100,000 to a three-arbitrator panel appointed by the administrator, which will reconsider de novo any aspect of the appealed award. The panel's decision will be final and binding, except for any appeal right under the FAA. The parties shall bear their own attorneys' fees and costs of any appeal.

(Q) Severability and Survivability. This Arbitration Agreement shall survive: (i) termination or changes in the Note or the relationship between you and I concerning the Note; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of the Note. If any portion of this Arbitration Agreement (except for the above paragraph entitled "Class Action and Representative Action Waiver") is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Arbitration Agreement. However, if the paragraph entitled "Class Action and Representative Action Waiver" of this Arbitration Agreement is deemed invalid or unenforceable in whole or in part, then this entire Arbitration Agreement shall be deemed invalid and unenforceable.

(R) Opt-Out Right. I understand that I may reject the provisions of this Arbitration Agreement, in which case neither you nor I will have the right to elect arbitration. Rejection of this Arbitration Agreement will not affect the remaining parts of this Note. To reject this Arbitration Agreement, I must send you written notice of my rejection within 30 days after the date that this Note was made. I must include my name, address, and account number. The notice of rejection must be mailed to WebBank, c/o Prosper Marketplace, Inc., 221 Main Street, San Francisco, CA 94105, Attention: Legal Department. This is the only way that I can reject this Arbitration Agreement.

(S) Amendment. You and I agree that you have the right to amend this Arbitration Agreement, and that if you make any amendment to this Arbitration Agreement (other than an amendment to any notice address or website link provided herein), that amendment shall be effective upon your provision of written notice to me. You will notify me of amendments to this Arbitration Agreement by providing notice via email to any email address you have on file for me. I agree to notify you if my email address changes. Any amendment shall not apply to any Claim against you that accrued prior to the effective date of the amendment. Instead, the amendment shall apply to all other disputes or Claims governed by this Arbitration Agreement that have arisen or may arise between you and me. If I do not agree to these amended terms, I may reject the amended Arbitration Agreement and I will not be bound by it. To reject the amended terms, I must send you written notice of my rejection within 30 days after the date you provided notice of the amendment. I must include my name, address, and account number. The notice of rejection must be mailed to WebBank, c/o Prosper Marketplace, Inc., 221 Main Street, Suite 300, San Francisco, CA 94105, Attention: Legal Department. This is the only way that I can reject amendments to this Arbitration Agreement.

19. **Electronic Transactions**. THIS NOTE INCLUDES MY EXPRESS CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES, WHICH CONSENT IS SET FORTH IN THE PARAGRAPH ENTITLED "CONSENT TO DOING BUSINESS ELECTRONICALLY" AS DISCLOSED IN PROSPER'S TERMS OF USE ON PROSPER.COM. THE TERMS AND CONDITIONS OF THE "CONSENT TO DOING BUSINESS ELECTRONICALLY" SECTION ARE EXPRESSLY INCORPORATED HEREIN IN THEIR ENTIRETY. I EXPRESSLY AGREE THAT THIS NOTE MAY COMPRISE A "TRANSFERABLE RECORD" FOR ALL PURPOSES UNDER THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND THE UNIFORM ELECTRONIC TRANSACTIONS ACT.

20. **Registration of Note Owners**. I have appointed Prosper Funding LLC as my authorized agent (in such capacity, the "Note Registrar") to maintain a book-entry system (the "Register") for recording the beneficial owners of interests in this Note (the "Note Owners"). The person or persons identified as the Note Owners in the Register shall be deemed to be the owner(s) of this Note for purposes of receiving payment of principal and interest on such Note and for all other purposes. With respect to any transfer by a Note Owner of its beneficial interest in this Note, the right to payment of principal and interest on this Note shall not be effective until the transfer is recorded in the Register.

21. **Joint and Several Liability**. I acknowledge and agree that if this loan has both a borrower and a co-borrower, (a) each of us shall be jointly and severally liable for all obligations under this Note, (b) you may proceed against either of us to enforce such obligations without waiving your right to proceed against the other,

and (c) you may proceed against either of us without first proceeding against the other.

22. **State Notices**

California Residents

Married registrants may apply for a separate account. As required by law, I am hereby notified that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency if I fail to fulfill the terms of my credit obligations.

Iowa Residents

NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

IMPORTANT: READ BEFORE SIGNING. The terms of this agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written contract may be legally enforced. I may change the terms of this agreement only by another written agreement.

Kansas Residents

NOTICE TO CONSUMER: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.

Missouri Residents

Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect me (borrower(s)) and you (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

Nebraska Residents

A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and me from any misunderstandings or disappointments, any

contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant or extension of credit, must be in writing to be effective.

New Jersey Residents

Because certain provisions of this Note are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

Ohio Residents

The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

Utah Residents

As required by Utah law, I am hereby notified that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency if I fail to fulfill the terms of my credit obligations.

This Note is the final expression of the agreement between the parties and may not be contradicted by evidence of any alleged oral agreement.

Vermont Residents

NOTICE TO CO-SIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

Washington Residents:

For primarily non-consumer purpose loans: Oral agreements or oral commitments to loan money, extend credit or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

Wisconsin Residents

No provision of a marital property agreement, a unilateral statement or a court decree adversely affects the interest of the creditor unless the creditor, prior to

the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

23. **Military Lending Act**. The Military Lending Act provides specific protections for active duty service members and their dependents in consumer credit transactions. This Section includes information on the protections provided to covered borrowers as defined in the Military Lending Act.

(a) Statement of MAPR.

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

(b) The Arbitration Section of this Note shall not be applicable to, and shall not be enforceable against, a covered borrower as defined in the Military Lending Act.

(c) Oral Disclosures. Please call 1-855-993-2967 to obtain oral disclosures, including the statement of MAPR and the payment schedule applicable to this Note, required under the Military Lending Act.

24. **Borrower Authorizations and Instructions**. If this loan has both a borrower and a co-borrower, any authorization or instruction that either of us provides to you may be treated by you as effective for both of us.

25. By signing this Note directly by electronic signature, I acknowledge that I (i) have read and understand all terms and conditions of this Note, (ii) agree to the terms set forth herein, and (iii) acknowledge receipt of a completely filled-in copy of this Note.

Wisconsin Residents: NOTICE TO CUSTOMER: (a) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES; (b) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN; (c) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE; AND (d) YOU REPRESENT AND WARRANT THAT YOUR NON-BORROWER SPOUSE (IF ANY)

HAS ACTUAL NOTICE OF THIS TRANSACTION AND/OR YOU PROVIDED A COPY OF THIS PROMISSORY NOTE TO YOUR NON-BORROWER SPOUSE (IF ANY).

CAUTION -- IT IS IMPORTANT TO THOROUGHLY READ THE CONTRACT BEFORE SIGNING IT.

Date: _____

Borrower:

_____ [Borrower]

(Signed Electronically)

_____ [Co-Borrower]

(Signed Electronically)

Last Updated: October 2026