

LOANSTREET LLC

TERMS OF USE AGREEMENT

Effective Date: April 8, 2016

Before engaging in any transaction with, or using any website or service provided by LoanStreet LLC, please read this Terms of Use Agreement (this "Agreement") carefully and in its entirety.

Throughout this Agreement references to (i) "we", "our" and "us" is to LoanStreet LLC and any of our subsidiaries or affiliates; and (ii) "you" and "your" is to the institution you represent, all accounts and sub-accounts registered by your institution with LoanStreet LLC and you as a natural person, as applicable.

1. Acceptance of this Agreement; Amendment

This Agreement sets forth the terms and conditions that apply to and govern (i) your access and use of the websites, including the websites located at www.loan-street.com and other subdomains like example.loan-street.com (each, a "LoanStreet Site") owned and operated by LoanStreet LLC, a Delaware limited liability company; and (ii) any service provided by LoanStreet LLC or through any LoanStreet Site (each, a "LoanStreet Service").

In addition to your execution and delivery of LoanStreet LLC's registration agreement upon which your access to and use of any LoanStreet Site or LoanStreet Service is conditioned, your use of any LoanStreet Site or LoanStreet Service also constitutes your continuing agreement to be bound by the terms and conditions contained in this Agreement, LoanStreet LLC's Privacy Policy, any fee schedule and any additional terms and conditions to which you have agreed with LoanStreet LLC, including any loan sale agreement, loan assignment agreement or loan participation agreement that may be in effect from time to time.

Your use of any LoanStreet Site or LoanStreet Service is governed by the current version of this Agreement in effect on the date of such use.

LoanStreet LLC may in its sole discretion modify this Agreement at any time and from time to time and LoanStreet LLC will advise of you of such modifications by providing you a notice by electronic means in advance and by posting the revised agreement on a LoanStreet Site. You agree that the posting by us of the revised terms of use agreement on any LoanStreet Site shall constitute actual notice to you of the revised Agreement then in effect. Furthermore, by using and accessing any LoanStreet Site or LoanStreet Service, you acknowledge and agree to review the current version of this Agreement prior to or at the initiation of each such use. Your continued use of and access to any LoanStreet Site or LoanStreet Service constitutes your acknowledgement of, and agreement to, the then current version of this Agreement.

Please also note that the terms and conditions of this Agreement are in addition to any other agreements between you and LoanStreet LLC, including the LoanStreet Registration Agreement, and any

other agreements that govern your use of products, services, content, tools, and information available on LoanStreet Sites or LoanStreet Service.

LoanStreet LLC may, in its sole discretion, discontinue or change any product or service described in or offered on any LoanStreet Sites or LoanStreet Service at any time.

If you do not agree with any of the terms and conditions of this Agreement, do not use or access any LoanStreet Site or LoanStreet Service.

2. U.S. Person; Tax

You represent and warrant to LoanStreet LLC that you are a United States person within the meaning of Section 7701(a)(30) of the U.S. Internal Revenue Code of 1986, as amended, and that prior to your use of any LoanStreet Site or LoanStreet Service you have delivered to LoanStreet LLC a completed Form W-9 certifying that you are exempt from U.S. federal withholding tax.

You further agree that you shall deliver additional W-9 (or successor) forms promptly upon the obsolescence or invalidity of any form previously delivered by you at any other time prescribed by applicable law or as reasonably requested by LoanStreet LLC.

You agree to promptly deliver to other users of LoanStreet Sites or LoanStreet Services copies of your completed W-9 (or successor) forms to the extent necessary for such users to confirm your status as a United States person not requiring U.S. federal withholding tax and you further authorize LoanStreet LLC to deliver such forms on your behalf. To the extent you are a recipient of any other user's W-9 form, you agree that under no circumstance shall LoanStreet LLC have any responsibility or liability for the content, accuracy, sufficiency or completeness of any user's W-9 form and that the delivery of such W-9 form by LoanStreet LLC is as a courtesy only and is solely for your convenience and benefit.

To the extent LoanStreet LLC is obligated to provide information filings to the U.S. Internal Revenue Service, you agree to promptly assist LoanStreet LLC at your own cost in preparing and delivering such filings to the U.S. Internal Revenue Service.

3. LoanStreet LLC Fees

Your use of any LoanStreet Site or LoanStreet Service may be subject to paying certain fees and commissions to LoanStreet LLC. From time to time, LoanStreet LLC may in its sole discretion deliver to you fee schedules setting forth the fees and commissions associated with your use of certain LoanStreet Sites or LoanStreet Services. Your fee schedule is individual to you and does not represent the fees paid by other parties. LoanStreet LLC may set new fees and alter, modify or change existing fees for access to any LoanStreet Site or LoanStreet Service in its sole discretion at any time and from time to time and without advance notice. You further agree and acknowledge that any fees or commissions you pay to LoanStreet LLC to access any LoanStreet Site or use any LoanStreet Service may differ from those paid by other parties. LoanStreet LLC has no obligation to provide you with the best or most favored rates or inform you that other parties may have access to LoanStreet Sites or LoanStreet Services at different or better rates.

4. Access & Interference

a. Access & Site Maintenance

LoanStreet LLC reserves the right, in its sole discretion, without any notice requirement, to change, improve or correct the information, materials and descriptions on any LoanStreet Site or LoanStreet Service and to suspend and/or deny access to any LoanStreet Site or LoanStreet Service for scheduled or unscheduled maintenance, upgrades, improvements or corrections.

b. Registration

i. No Universal Access; Authorized Users Only

Certain LoanStreet Services, and certain pages of a LoanStreet Site, are available only to registered users who have been authorized by LoanStreet LLC to access those services and web pages. Such authorization may require the execution of a LoanStreet LLC registration agreement and satisfactory background information screening. Only registered users of any LoanStreet Site with valid user identification and password are authorized to access such services and web pages. LoanStreet LLC reserves the right to change the requirements to access any portion of any LoanStreet Site or to use any LoanStreet Service in its sole discretion, including changes that may result in you no longer having access to certain portions of a LoanStreet Site or the use of certain LoanStreet Services.

Your access to any LoanStreet Site may be as an institution with a single registered user or in connection with an institution which contains multiple registered users or sub-users (or child accounts). LoanStreet LLC provides the ability to setup and manage multiple sub-users for certain accounts solely as an administrative convenience for the benefit of the entire account. LoanStreet LLC may modify or terminate the ability to setup and manage multiple sub-users for a particular account in its sole discretion. The terms and conditions of this Agreement apply to each user or sub-user and the actions taken by or with respect to each sub-user are the actions or failures to act of the entire account taken as a whole.

c. Right to Terminate Access

LoanStreet LLC reserves the right, in its sole discretion, to block or otherwise discontinue your access and use of any LoanStreet Sites or LoanStreet Service at any time and for any reason. You agree that LoanStreet LLC shall not be liable to you or to any third party for any such modification, suspension or discontinuance.

We reserve the right to suspend or cancel your registered username and/or password, even without receiving notice from you, if we suspect, in our sole discretion, that it is being used (i) in an unauthorized or fraudulent manner or (ii) by an unauthorized person.

d. No Transferability of Access

Your right to access and use any LoanStreet Site or LoanStreet Service, including your user identification and password, is personal to you and is not transferable by you to any other person. Notwithstanding

anything herein to the contrary, you may, with LoanStreet LLC's permission, transfer the primary account holder to a different person within your institution.

e. User Identification & Password Maintenance

You agree and understand that you are responsible for maintaining the confidentiality of your password which, together with your user identification, allows you to access certain LoanStreet Sites. Your user identification and password, together with other contact information, including business address, email addresses, and any bank account information, you provide comprise your "Registration Information".

By providing LoanStreet LLC with your Registration Information, and, in particular, your email address, you agree to receive all notices electronically to the e-mail address(es) provided. It is your responsibility to update or change that address from time to time to ensure its correctness. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on a LoanStreet Site, accessible through a standard, commercially available internet browser.

If you become aware of any unauthorized use of your Registration Information, you agree to notify LoanStreet LLC immediately.

You agree that you will be responsible for any and all statements made, and acts or omissions that occur, through the use of your user identification and password. Any transaction, action or omission to act occurring on any LoanStreet Site or LoanStreet Service through the use of your user identification and password shall be considered to have been made by you and any communication that LoanStreet LLC receives under your user identification and password shall be considered to have been made by you.

f. LoanStreet LLC's Limited Obligation to Support User Access Maintenance

Upon your reasonable request to LoanStreet LLC, LoanStreet LLC shall (i) provide you, after a reasonable opportunity to review and to act, a new user identification or password, as applicable, to access certain LoanStreet Sites or LoanStreet Services; and (ii) remove, after reasonable opportunity to review and to act, users or sub-users associated with your account at any LoanStreet Site or LoanStreet Service.

g. Proper Use

i. No Unauthorized Use

Unauthorized use of any LoanStreet Site or any LoanStreet Service or our computer systems or networks, including unauthorized entry into our computer systems or networks or any LoanStreet Site, misuse or sharing of user identifications or passwords or misuse of any other information, is strictly prohibited.

You may not nor may you attempt to use any LoanStreet Site or LoanStreet Service in any manner that could damage, disable, overburden, or impair any LoanStreet Site or LoanStreet Service or interfere with any other party's use and enjoyment of any LoanStreet Site or LoanStreet Service.

You may not attempt to gain unauthorized access to any LoanStreet Site or LoanStreet Service, computer systems or networks connected to any LoanStreet Site or LoanStreet Service, through hacking, password mining or by any other means.

ii. No Interference with Other Use & Enjoyment

You agree that you will not interfere with any other party's use and enjoyment of any LoanStreet Site or LoanStreet Service; and

You agree that you will not:

1. Use or attempt to use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor any LoanStreet Site or LoanStreet Service or any portion of any LoanStreet Site, without LoanStreet LLC's express written consent, which may be withheld in LoanStreet LLC's sole discretion;
2. Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search any LoanStreet Site or LoanStreet Service, other than the search engines and search agents available through the LoanStreet LLC and other than generally available third-party web browsers (such as Microsoft Explorer, Google Chrome or Mozilla FireFox);
3. Post or transmit or attempt to post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of any LoanStreet Site or LoanStreet Service; or
4. Decipher, decompile, disassemble, reverse-engineer or attempt to do any of the foregoing to any of the software comprising or in any way making up a part of any LoanStreet Site or LoanStreet Service.

iii. No Unlawful or Fraudulent Use

As a condition of your use of any LoanStreet Site or LoanStreet Service, you represent and warrant to, and agree with, LoanStreet LLC that you will not use any LoanStreet Site or LoanStreet Service for any purpose that is unlawful, fraudulent, in contravention of any other agreement or prohibited by this Agreement, or that could give rise to any civil or criminal liability.

iv. Conform to Federal, State and Local Banking Law & Regulations

You agree that you will not engage in any activities related to any LoanStreet Site or LoanStreet Service that are contrary to applicable laws or regulations, including any federal, state or local banking or lending law or regulations, including any consumer finance protection law or borrower personal privacy law.

v. No Securities Products

You agree that you will not engage in any activities related to any LoanStreet Site or LoanStreet Service that is contrary to any federal, state or local securities laws or regulations.

You agree not to use any LoanStreet Site or LoanStreet Service to offer to buy or sell or make a solicitation to buy or sell any “security”, as that term is defined in the Securities Act of 1933.

You further agree that all purchases on any LoanStreet Site or through any LoanStreet Service shall be for investment purposes with no present intention of disposing of the investment and that no purchase shall be made on any LoanStreet Site or through any LoanStreet Service with a view to distribute that investment.

vi. No Marketing Other Products

You agree that you will not market or try to sell any of your or any third-party product or service through any LoanStreet Site or LoanStreet Service without the express written consent of LoanStreet LLC; provided, however, that this provision shall not inhibit your use of any LoanStreet Site or LoanStreet Service for its intended purposes, including entering into transactions for the sale of loans, loan assignments or loan participations.

5. Obligation to Conform to Applicable Law

a. Borrower Personal Information Privacy

You agree that you shall not use any LoanStreet Site or LoanStreet Service in a manner that violates any federal, state or local law governing any personal information of any borrower that is available through any LoanStreet Site or the subject of any LoanStreet Service. You shall strictly maintain the confidentiality of any personal information of any borrower to the extent it is available on any LoanStreet Site or LoanStreet Service, so long as it is confidential.

To the extent you are the party providing any borrower personal information, you shall redact or remove borrower personal information, to the extent required by any applicable law. LoanStreet LLC is not responsible for ensuring that you conform to applicable law.

b. Confidential Loan Information

In the event you review loan information on any LoanStreet Site or through any LoanStreet Service, you agree to be bound to the same confidentiality obligations of “co-lenders” set forth in the agreement governing purchases of loans, loan assignments and loan participations on any LoanStreet Site or through any LoanStreet Services with respect to each loan reviewed on any LoanStreet Site or through any LoanStreet Service whether or not a purchase is actually consummated.

c. Rights to Syndicate

You represent that to the extent you are using any LoanStreet Site or LoanStreet Service to sell, assign or participate any loan that you have the authority to do so and agree to make any required notices to the

borrower in a timely manner. LoanStreet LLC is not responsible for ensuring that you conform to applicable loan documents or applicable laws.

d. Right to Purchase

You represent that, to the extent you are using any LoanStreet Site or any LoanStreet Service to make a purchase of a loan, a loan assignment or a loan participation, you have the authority to do so and, to the extent you are, or are deemed to be, a co-lender under applicable agreements or applicable laws, that you are qualified to be a lender under any applicable banking, or lending law or regulation.

6. Information

a. Use of Information Services on LoanStreet Sites

LoanStreet Sites and LoanStreet Services may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, or other message or communication facilities (collectively, "Information Services") designed to enable you to communicate with the public at large or with a select group. You agree to use the Information Services only to post, send and receive information, messages and material that are proper to the authorized uses of any LoanStreet Site or LoanStreet Service, including, for example, that when using any Information Service, you will not:

- i. Advertise or offer to sell or buy any goods or services for any business purpose (other than the sale of loans, loan assignments or loan participations pursuant to the terms and conditions required by LoanStreet LLC);
- ii. Conduct or forward surveys, contests, pyramid schemes or chain letters;
- iii. Download any file posted by another user of a Information Service that you know, or reasonably should know, cannot be legally distributed in such manner;
- iv. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- v. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information;
- vi. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents;
- vii. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- viii. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- ix. Harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- x. Restrict or inhibit any other user from using and enjoying the Information Services, any LoanStreet Site and LoanStreet Service;

- xi. Violate any code of conduct or other guidelines which may be applicable for any particular Information Service, or any LoanStreet Site or LoanStreet Service; or
- xii. Violate any applicable laws or regulations.

LoanStreet LLC has no obligation to monitor the Information Services. However, LoanStreet LLC reserves the right to review materials and information on any Information Service and to remove any materials in its sole discretion.

LoanStreet LLC does not control or endorse the content, messages or information found in any Information Service and, therefore, LoanStreet LLC specifically disclaims any liability with regard to the Information Services and any actions resulting from your participation in or use of any Information Service.

Users of any LoanStreet Site are not authorized LoanStreet LLC spokespersons, and their views do not necessarily reflect those of LoanStreet LLC.

Materials uploaded to the Information Services may be subject to confidentiality obligations, limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

b. Information Generated or Provided By You

You are solely responsible for all content you submit to any LoanStreet Site or LoanStreet Service.

i. Rights to Information Submitted or Provided by You

By submitting any information or material to any Information Service or to or on any LoanStreet Site, you represent that you have all necessary rights and hereby grant LoanStreet LLC a perpetual, worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with any LoanStreet Site or LoanStreet Service and its business, including for promoting and redistributing part or all of the site (and derivative works thereof) in any media formats and through any media channels.

You also hereby grant each user of any LoanStreet Site a non-exclusive, royalty free but non-transferable license, to access your posted content through any LoanStreet Site, and to use, reproduce, distribute, prepare derivative works of, display and perform such content as permitted through the functionality of any LoanStreet Site or LoanStreet Service and under and subject to this Agreement and any other governing agreement between you and the each such user, including to the extent applicable any loan sale, loan assignment or loan participation agreements.

Subject to our Privacy Policy, you agree that any information or material submitted by you or any action you take may be aggregated and compiled by LoanStreet LLC and used and sold by LoanStreet LLC, including the use and sale of analytics based on the aggregated and compiled information submitted to

LoanStreet LLC through any LoanStreet Site or LoanStreet Service. You further agree that you are not entitled to share in any fee, commission or revenue generated by LoanStreet LLC due to these activities.

You agree and acknowledge that LoanStreet LLC will track the performance of your institution's posted loans over time through your use of any LoanStreet Site or LoanStreet Service and that LoanStreet LLC will disclose the performance of your posted loan portfolio to other parties, including when other users may be conducting due diligence in connection with the purchase or sale of any loan, loan assignment or loan participation through a LoanStreet Site or LoanStreet Service.

ii. Third Party Copyright

If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to LoanStreet LLC at admin@loan-street.com using the subject "copyright infringement":

1. Your address, telephone number, and email address;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the alleged infringing material is located;
4. A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
5. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
6. A statement by you, made under penalty of perjury, that the above information is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

iii. Obligation of Accuracy

You represent, warrant and agree to submit accurate information regarding your Registration Information and, to the best of your knowledge, any other information or material you provide to any LoanStreet Site or LoanStreet Service, including, to the extent you seek to enter into any transaction regarding a loan, information regarding that loan, including information regarding the borrower.

iv. Timeliness of Information

You represent, warrant and agree to update your Registration Information and any other information or material you provide to any LoanStreet Site or LoanStreet Service, including regarding any loan or borrower, as soon as you become aware of any error, mistake, misrepresentation or change so to ensure that it is accurate to the best of your knowledge.

c. Third-Party Product and Services

LoanStreet LLC may work with third-party providers of information, products and services in connection with any LoanStreet Site or LoanStreet Service. LoanStreet LLC does not endorse or guarantee any third-

party information, product or service for any purpose, including the accuracy, legality, non-infringement or fitness for any particular purpose.

LoanStreet LLC is not responsible for any third-party information, products and services or third-party websites accessed through any LoanStreet Site or LoanStreet Service. LoanStreet LLC does not control the terms of use, privacy practices or other policies governing any third-party information, products, services or websites. LoanStreet LLC strongly encourages you to review the policies applicable to those products, services and websites.

Upon request to info@loan-street.com, LoanStreet LLC will provide you with a list of the then current material third-party service providers, including a summary of services provided by them.

d. Offers & Third Party Links

LoanStreet LLC, LoanStreet Sites and LoanStreet Services may be supported by sponsored links from advertisers and display offers that may be custom matched to you based on information stored by LoanStreet LLC, queries made through any LoanStreet Site or LoanStreet Service or any other information.

In connection with any such offers, LoanStreet LLC may provide links to other websites belonging to LoanStreet LLC's advertisers and other third parties. LoanStreet LLC does not endorse, warrant or guarantee the products or services available through any such offers (or any other third-party products or services advertised on or linked from its site), and LoanStreet LLC is not an agent or broker or otherwise responsible for the activities or terms of use, privacy policies or other policies of those websites.

e. Information Available on LoanStreet Sites or through LoanStreet Services

LoanStreet LLC is not responsible for, does not perform any due diligence on, and shall not be liable for any information or material provided on any LoanStreet Site or through any LoanStreet Service by any user, including any information regarding any user, any borrower, loan, loan documents, or lender on any LoanStreet Site or available through any LoanStreet Service.

LoanStreet LLC has no obligation to correct, complete or ensure the timeliness of any information or material provided by any user on any LoanStreet Site; provided, however, LoanStreet LLC will make commercially reasonable efforts to correct errors caused by LoanStreet LLC.

The information and materials on any LoanStreet Site may contain typographical errors or inaccuracies. Any dated information is published as of its date only, and LoanStreet LLC does not undertake any obligation or responsibility to update or amend any such information.

7. Indemnification of LoanStreet LLC by You

You shall defend, indemnify and hold harmless LoanStreet LLC, and its members, directors, officers, shareholders, affiliates, subsidiaries, employees and agents (each, a "LoanStreet Indemnified Party"),

against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements (including the reasonable disbursement for legal counsel) of any kind or nature whatsoever that may be imposed upon, incurred by, or asserted against any LoanStreet Indemnified Party in any way relating to or arising out of this Agreement, your use of any LoanStreet Site or LoanStreet Service or any action taken or not taken by any LoanStreet Indemnified Party thereunder.

8. LoanStreet LLC's Disclaimers

a. LoanStreet's Disclaimer of Warranties and Representations

THE CONTENT OF ANY LOANSTREET SITE AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH ANY LOANSTREET SERVICE OR OTHERWISE PROVIDED BY LOANSTREET LLC ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS.

EXCEPT AS EXPLICITLY SET FORTH HEREIN, LOANSTREET LLC MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, (I) AS TO THE OPERATION OF ANY LOANSTREET SITE OR LOANSTREET SERVICE, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THOSE OPERATIONS; OR (II) AS TO THE CONTENT PROVIDED ON ANY LOANSTREET SITE OR RECEIVED THROUGH ANY LOANSTREET SERVICE INCLUDING WITH RESPECT TO THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON ANY LOANSTREET SITE OR ANY LOANSTREET SERVICE, WHETHER SUCH CONTENT IS PROVIDED BY LOANSTREET LLC OR BY A USER OF ANY LOANSTREET SITE OR LOANSTREET SERVICE, AND LOANSTREET LLC EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF THAT CONTENT.

LOANSTREET LLC MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, THAT THE CONTENT PROVIDED BY ANY USER OR THIRD-PARTY THAT MAY BE AVAILABLE THROUGH ANY LOANSTREET SITE OR ANY LOANSTREET SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

YOU EXPRESSLY AGREE THAT YOUR USE OF ANY LOANSTREET SITE OR LOANSTREET SERVICE IS AT YOUR SOLE RISK.

b. Additional LoanStreet LLC Disclaimers

In addition and not as a limitation on the disclaimers set forth immediately above, LoanStreet LLC makes the following additional disclaimers:

i. LoanStreet LLC Provided Information & Reports

From time to time, LoanStreet LLC may provide you and other users various reports, calculations, and analytics on information and material provided or generated by you to LoanStreet LLC, provided or generated by other users or otherwise available on any LoanStreet Site or through any LoanStreet Service, including information regarding the purchase of loans, loan assignments or loan participations,

borrower payments and distributions, other items related to loans, and your and other users' performance over time on any LoanStreet Site or LoanStreet Service.

LoanStreet LLC is not responsible for, does not perform any due diligence on, and shall not be liable for any information or material on which the reports and analytics are based, including any information about or from you, information about or from any other user, any borrower, loan, loan documents, borrower payment or distribution, or lender on any LoanStreet Site or available through any LoanStreet Service. LoanStreet LLC has no obligation to correct, complete or ensure the timeliness of any information or material underlying the analysis run by you on any LoanStreet Site or available through any LoanStreet Service.

LoanStreet LLC will make commercially reasonable efforts to ensure the accuracy of the information that is specifically provided by LoanStreet LLC (as opposed to content generated, created or provided by other parties, including other users). Additionally, LoanStreet LLC will make commercially reasonable efforts to explain and describe the reports, analytics, formulas and/or equations used in creating, generating or performing the reports and/or analytics and assumes without performing any due diligence, that the calculations by the computer systems used by LoanStreet LLC are accurate. Any reports or analytics available on any LoanStreet Site or through any LoanStreet Service is as a courtesy to its users only. LoanStreet LLC is not obligated to provide such reports or analytics and does not represent that any such reports or analytics are complete, sufficient or adequate for your procedures or analysis or approval in any decision making process.

To the extent you become aware of any mistake, error or other reason that the information provided or generated by you to LoanStreet LLC is not accurate or you become aware that the reports or analytics generated or created by LoanStreet LLC based upon your information are not accurate in any way, you agree to notify LoanStreet LLC immediately so that LoanStreet LLC may take corrective action.

ii. LoanStreet LLC's Disclaimer Regarding Notices

You understand and agree that any notices provided to you by LoanStreet LLC or through any LoanStreet Site or LoanStreet Service may be delayed or prevented by a variety of factors. LoanStreet LLC engages in commercially reasonable efforts to provide notices in a timely manner with accurate information. Notices provided by LoanStreet LLC often include information generated by other LoanStreet LLC users and LoanStreet LLC does not guarantee the accuracy of user generated content within any such notice. Additionally, you agree and acknowledge that LoanStreet LLC's ability to deliver timely notices to you is dependent upon a number of items, including you maintaining accurate user profile information and the availability of internet access.

iii. LoanStreet LLC Is Not a Registered Exchange, Financial Planner, Investment Adviser or Tax Adviser

LoanStreet LLC does not, nor does any LoanStreet Site or LoanStreet Service, provide or intend to provide any legal, tax, investment or financial advice.

LoanStreet LLC is not:

1. a registered exchange under the Securities Exchange Act of 1934;
2. a registered investment adviser under the Investment Advisers Act of 1940; or
3. a financial or tax planner, and does not offer legal advice to any user of any LoanStreet Site or LoanStreet Service.

Your financial situation is unique, and any use of any LoanStreet Site or LoanStreet Service may not be appropriate for your situation. Accordingly, before making any final decisions or entering into any transaction, LoanStreet LLC strongly suggests that you obtain additional information and advice from your legal or financial advisers who are fully aware of your individual circumstances.

iv. No Solicitation to Purchase, Buy, or Sell a Security

LoanStreet LLC is not making, and nothing contained in any LoanStreet Site or LoanStreet Service is, an offer to buy or sell or a solicitation to buy or sell any security, as that term is defined in the Securities Act on 1933.

9. LoanStreet LLC's Limitation on Liability

EACH OF LOANSTREET LLC, ITS OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, AFFILIATIES, SUBSIDIARIES, EMPLOYEES OR AGENTS (EACH, A "LOANSTREET PARTY") SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO ANY LOANSTREET SITE, YOUR USE OF ANY LOANSTREET SERVICE, OR THIS AGREEMENT, EVEN IF A LOANSTREET PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE AGGREGATE TOTAL LIABILITY FOR ALL LOANSTREET PARTIES TAKEN AS A WHOLE TO YOU FOR ANY CAUSE OF ACTION REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AGGREGATE AMOUNT OF FEES YOU HAVE ACTUALLY PAID TO LOANSTREET LLC WITHIN THE PRECEDING TWELVE (12) CONSECUTIVE CALENDAR MONTHS, IF ANY.

YOU AGREE THAT ANY CAUSE OF ACTION AGAINST ANY LOANSTREET PARTY ARISING OUT OF OR RELATED TO YOUR USE OF ANY LOANSTREET SITE OR LOANSTREET SERVICE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, ANY SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

10. LoanStreet LLC's Right to Intellectual Property

a. Patent

Technologies and processes used by or referenced in any LoanStreet Site or LoanStreet Service are the subject of a LoanStreet LLC patent that is pending. Nothing on any LoanStreet Site or LoanStreet Service

shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any LoanStreet LLC patent without LoanStreet LLC's prior written permission. Nothing in this provision is intending to inhibit the authorized use by you of any LoanStreet Site or LoanStreet Service pursuant to the terms and conditions of this Agreement.

b. Copyright & Trademark

Trademarks, logos and service marks displayed on any LoanStreet Site are registered and unregistered trademarks of LoanStreet LLC or other third parties. All of these trademarks, logos and service marks are the property of their respective owners or authorized licensees. Nothing on any LoanStreet Site or LoanStreet Service shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on any LoanStreet Site without LoanStreet LLC's prior written permission. LoanStreet LLC reserves all rights not expressly granted in any LoanStreet Site or LoanStreet Service and its content.

Any LoanStreet Site or LoanStreet Service and all of its content, its "look and feel", including text, design, graphics, images, interfaces and code, software, and the selection and arrangement thereof, is the property of LoanStreet LLC, and protected as a compilation under the copyright laws of the United States and other countries.

c. Other Proprietary Information or Processes

All other proprietary information or processes used on any LoanStreet Site or through any LoanStreet Service is the exclusive property of LoanStreet LLC. Nothing on any LoanStreet Site or LoanStreet service shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any propriety information or process without LoanStreet LLC's prior written permission. LoanStreet LLC reserves all rights to its proprietary information and processes not expressly granted in and to any LoanStreet Site or LoanStreet Service. Nothing in this provision is intended to inhibit the authorized use by you of any LoanStreet Site or LoanStreet Service pursuant to the terms and conditions of this Agreement.

11. No Circumvention of LoanStreet LLC

For a period of twelve (12) consecutive months following your discontinuance of your use of the products and services provided by LoanStreet LLC, you agree that you shall not circumvent LoanStreet LLC when consummating any transaction facilitated by LoanStreet LLC, any LoanStreet Site or any LoanStreet Service, including any introduction, analysis, or sales strategy, made by LoanStreet LLC, including by or through any LoanStreet LLC representative or third party service provider, any LoanStreet Site or LoanStreet Service. Your obligation to not circumvent LoanStreet LLC includes your obligation to pay all applicable fees and/or use any LoanStreet Site or LoanStreet Service, subject to conforming to all applicable laws. In the event, your use of LoanStreet LLC or any LoanStreet Site or LoanStreet Service is prohibited by applicable law, such prohibition does not waive, alleviate, mitigate or reduce your obligation to pay all LoanStreet LLC's fees that would otherwise be associated with such use. Your obligation to not circumvent LoanStreet LLC does not provide you with any right, authority,

license, expressed or implied, to use or have access to LoanStreet LLC, any LoanStreet Site or any LoanStreet Service which shall be at all times subject to the terms and conditions of this Agreement.

12. LoanStreet LLC's Privacy Policy

For information about LoanStreet LLC's data protection practices, please read LoanStreet LLC's Privacy Policy in its entirety, which is incorporated in its entirety into this Agreement. The Privacy Policy explains how LoanStreet LLC treats your personal information and protects your privacy when you access any LoanStreet Site or use any LoanStreet Service. The Privacy Policy may be updated from time to time at the sole discretion of LoanStreet LLC. Changes to the Privacy Policy are effective upon posting to any LoanStreet Site, or such later date as otherwise specified upon posting.

13. No Waiver; Cumulative Remedies

No failure or delay on the part of LoanStreet LLC to exercise, and no course of dealing with respect to, any right, power, privilege or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by LoanStreet LLC of any right, power, privilege or remedy under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. All rights, powers, privileges and remedies of LoanStreet LLC provided for in this Agreement are cumulative and in addition to any and all other rights, powers, privileges and remedies provided by applicable law, and are not conditional or contingent on any attempt by LoanStreet LLC to exercise any of its rights under this Agreement, any other document or agreement which LoanStreet LLC is a party or any other applicable law.

14. Captions

The table of contents and captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

15. No Third Party Beneficiaries

This Agreement does not confer any rights or remedies upon any party other than (i) LoanStreet LLC; (ii) LoanStreet Parties; (iii) LoanStreet Indemnified Parties; and (iv) each other party this is subject to this Agreement and has executed, and delivered to LoanStreet LLC, a LoanStreet LLC registration agreement; and each applicable permitted executors, successors and assigns; and each listed party (i) through (iv) may enforce the terms of this Agreement against any other such party, as applicable.

16. Entire Agreement; Controlling Agreement & Survival

This Agreement, together with LoanStreet LLC's registration agreement and the Privacy Policy, constitutes the entire agreement between LoanStreet LLC and you with respect to the subject matter hereof and supersedes any prior agreement or understanding between you and LoanStreet LLC with respect to this subject matter. Notwithstanding anything in this Agreement to the contrary, LoanStreet LLC and you acknowledge that, from time to time you may entered into a loan sale agreement, loan

assignment agreement or loan participation agreement or other agreement representing the sale of a loan or other agreements in connection with the sale of a loan, loan assignment or loan participation and to the extent there is a conflict between any of those agreements and any provision in this Agreement as it relates to the rights and obligations of LoanStreet LLC, this Agreement shall control and govern.

All covenants, agreements, representations and warranties made in this Agreement by you shall survive any termination of this Agreement.

17. Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

18. Choice of Law & Venue

This Agreement and your obligations hereunder, shall be governed by, and construed and interpreted in accordance with the laws of the State of New York. You hereby agree submit to the exclusive jurisdiction of the state or the federal courts of the State of New York in any action suit or proceeding based on or arising under this Agreement. To the fullest extent permitted by law, the parties hereby waive as a defense that any such action, suit or proceeding brought in such courts has been brought in an inconvenient forum or that the venue thereof may not be appropriate and, furthermore, agree that venue in the State of New York for any such action, suit or proceeding is appropriate.