RATE AND FEE SUMMARY

INTEREST RATES AND INTEREST CHARGES	
Annual Percentage Rate (APR) for Purchases	**22.74% to 34.24%** This APR will vary with the market based on the Prime Rate, but will not exceed 36%.
APR for Cash Advances	**34.24%** This APR will vary with the market based on the Prime Rate, but will not exceed 36%.
Penalty APR and when It Applies	**N/A**
How to Avoid Paying Interest on Purchases	Your due date is at least 21 days after the close of each billing period. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $1.00. For Maine residents, if you are charged interest, the minimum interest charge will be no more than $0.50.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore

FEES	
Annual Fee	**$59** (waived for the first year if you sign up for autopay before your first statement)
Transaction Fees • Cash Advance • Foreign Transaction	 **None** **1%** of the transaction amount.
Penalty Fees • Late Fee • Over the Limit Fee • Returned Payment	 Up to **$40** per late payment. **None** **None**

How We Will Calculate Your Balance: We use a method called the "Average Daily Balance (including new transactions)." See the section in the Cardholder Agreement below titled "Average Daily Balance Method (including new transactions)" for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardholder Agreement. See the section in the Cardholder Agreement below titled "Your Billing Rights"

for more details.

Rate Information: Variable APRs are based on 7.00% Prime Rate as of September 30, 2026.

- We add **15.74% - 27.24%** to the Prime Rate to determine the Purchase APR, but the Purchase APR will not exceed 36%.
- We add **27.24%** to the Prime Rate to determine the Cash Advance APR, but the Cash Advance APR will not exceed 36%.

Cardholder Agreement

Effective as of the date that you are approved for the Prosper Unsecured Credit Card
IMPORTANT - READ CAREFULLY - THIS IS A LEGAL DOCUMENT - THESE TERMS INCLUDE A CLASS ACTION WAIVER AND BINDING ARBITRATION INSTEAD OF RESOLUTION IN COURT

The Prosper Card is an unsecured credit card issued by Coastal Community Bank, Member FDIC, pursuant to license by Mastercard International. The Prosper Card is serviced by Prosper Marketplace, Inc., or an affiliate ("Prosper"). This Prosper Card Cardholder Agreement, which includes your Rate and Fee Summary, and the Credit Limit set forth on your monthly statement or otherwise communicated to you (collectively, this "Agreement") govern the use of the Card. Please read this Agreement and retain a copy for your records.

Parties to the Agreement: As used in this Agreement "we," "us" and "our" mean Coastal Community Bank, Member FDIC, as the Card issuer and creditor, and any successors or assigns. The words "you" and "your" mean each person responsible for complying with this Agreement, including the applicant, the cardholder, any guarantor and the person to whom we address Account statements.

Acceptance of Agreement: This Agreement will become effective on the first date on which you have been approved for the Prosper Unsecured Credit Card; and you have agreed to this Agreement. You agree to this Agreement by doing any of the following (i) expressly providing your consent electronically or in writing, (ii) using the Card or causing any Charge to be made on the Account, or (iii) not canceling your Card and closing the Account within thirty (30) days of a Card being sent to you. The Card and credit under this agreement is issued by Coastal Community Bank, Member FDIC, ("Bank") pursuant to license by MasterCard International. These documents replace any other agreement relating to your Account that you or we made earlier or at the same time.

Changes to the Agreement: Subject to the limitations of applicable law, we may at any time change, add to or delete any of the terms and conditions in this Agreement, including, but not limited to, interest rates and this Change of Terms provision. We will give you notice of any change, addition or deletion as required by applicable law. As of the effective date, the changed terms, at our option, will apply to new Charges and to the outstanding balances of your Account, to the extent permitted by applicable law.

No Balance Transfers: The Prosper Card cannot be used for balance transfers.

ADDITIONAL DEFINITIONS

"Account" means the credit account with us established by this Agreement.

"APR" means annual percentage rate.

"Card" means one or more cards or other access devices, including your Account number or virtual card, that we issue to you to receive credit under this Agreement.

"Cash Advance" means any use of your Card to obtain cash, including foreign currency, or any transaction that we consider to be a cash-like transaction or to involve a cash equivalent. This includes, without limitation, withdrawals from an ATM, cashing convenience checks, money orders, traveler's checks, lottery tickets, gaming chips or tokens, digital currency, precious metal coins or bullion, and digital precious metals products. Any transaction fee, charge, or interest imposed on a Cash Advance also is considered a Cash Advance for the purpose of calculating interest on any outstanding amount on your Account.

"New Balance" means the total amount you owe us at the end of each billing period. This amount is shown on each monthly statement under the heading "New Balance."

"Charge" means any charge on your Account, including without limitation, any Purchase, Cash Advance, fee, or interest charge.

"Cut-Off Time" means the latest time by which payment can be made to be credited as of the day of receipt shown on your monthly statement.

"Prime Rate" means the highest bank prime loan rate published in The Wall Street Journal in its Money Rates section on the last business day of the calendar month preceding the first day of the billing cycle. If the Wall Street Journal does not publish the Prime Rate, a similar published rate will be the "Prime Rate" for purposes of this Agreement.

"Purchase" means any charge to your Account to buy goods or services.

USING YOUR ACCOUNT

You may use the Card to make Purchases and obtain Cash Advances only for personal, family or household purposes from any person or establishment accepting the Card. You are not permitted to use your Card for business purposes. You agree to use the Card only for legal and lawful purposes. The Card may not be used for illegal transactions or in connection with online or internet gambling or a marijuana-related business or for the purpose of paying us on this or any other form of credit account you may have with us or Prosper. If you use your Card for any such purpose, or if we reasonably believe the Card has been used for any such purpose, you will be in default under this Agreement and we may block such transactions and/or terminate your Account, but you still will be liable to us for all Charges relating to such transactions and all other transactions on your Account at the time it is closed.

Promise to Pay. You promise to pay us for all amounts charged to the Account, including all Purchases and interest charged to your Account. You are obligated to repay us for all transactions made using your Card by people you have authorized to use the Card even if their use of the Card exceeds the authorization which you gave them.

Credit Limit. We may grant you credit up to a maximum amount (your "Credit Limit"). Your current Credit Limit will be shown on each monthly statement. You promise not to exceed your Credit Limit. However, if you exceed your Credit Limit, we can still charge you for all Purchases, other Charges, and interest without giving up any of our rights. If we ask you to promptly pay the amount of your Account balance above your Credit Limit, you agree to do so. At our discretion, we may (1) block or permit transactions that would exceed your Credit Limit and (2) change your Credit Limit at any time without advance notice to you.

Monthly Statements. We will send you a monthly statement for any billing period as required by applicable law. Your monthly statement will show, among other things, (1) the unpaid balance on your Account at the beginning of the billing period (the "Previous Balance"); (2) any Charges, interest and other debits posted to your Account in that billing period; (3) any payments and credits posted to your Account in that billing period; and (4) the Minimum Payment you must pay and the date your Minimum Payment is due ("Payment Due Date").

Transactions in Foreign Currencies. If you make a Charge in a currency other than U.S dollars, then the applicable card network (such as Mastercard) converts the amount of the Charge in a foreign currency into U.S. dollars (unless another party, such as the merchant, converts the Charge amount before submission to the card network). The card network follows its own procedures for such conversion. These procedures include how the card network chooses an exchange rate and when it performs the conversion. The exchange rate that a card network uses to convert the Charge to U.S. dollars may differ from the rate in effect on the date of the Charge. The card network's procedures may change without notice. Any costs resulting from the card network's procedures, including from the exchange rate selected by the card network, will be reflected in the Charge posted to your Account. If a third party, such as a merchant, converts the amount of a Charge into U.S. dollars before sending the Charge to a Card Network, the third party chooses the conversion rate instead of the Card Network. The same conversion process may apply if any Charge originally in a foreign currency is reversed or credited back to your Account. Please also see "Transaction Fee for Charges in Foreign Currency" below.

Pre-authorized Recurring Merchant Transaction. You may authorize a merchant to automatically initiate a Charge on a recurring basis to your Account. Upon the issuance by us of a new Card with a new Account number or expiration date, you may be required to contact the merchant to provide such updated information in order to continue the recurring transactions. You must contact the merchant if you want to cancel automatic billing.

Unauthorized Use. If your Card or device is lost, stolen or if your Account is used without your consent, call us immediately at 1-800-903-4697. You will not be liable for unauthorized use on your Account, but you will be responsible for all use by anyone you allow to use your Account or a Card, even if you did not intend for them to make a Charge. Your liability will not exceed $50 if you notify us within two business days after learning of the loss or theft of the Card, or $500 if you fail to notify us within two business days.

APRs AND INTEREST

Your Interest Rates. Your Annual Percentage Rates (APRs) are shown above in the Rate and Fee Summary. We apply the APRs to your Account balances. We do this every day by using a "Daily Periodic Rate." To get a Daily Periodic Rate, we divide the APR by 365. The APRs applicable to your Account will be equal to the Prime Rate plus a numerical margin ("Margin") up to a maximum APR of 36%. For example, if the Prime Rate for a billing cycle is [4%] and the Margin is [21%], the APR would be [25%] for the billing period. Please see the Rate and Fee Summary above for the APRs and Margins applicable to your Account. As noted in the Rate and Fee Summary, your Account has a different APR for Cash Advances than Purchases and other Charges that are not Cash Advances. When calculating interest, we apply the APR for Cash Advances to the portion of your Account balance that qualifies as a Cash Advance and apply the APR for Purchases to any other portion of your Account balance.

Variable APRs. If the Prime Rate increases, your APRs and Daily Periodic Rates will increase, but will not exceed 36%. As a result, interest, your total minimum payment and the number of payments it would take you to pay off your Account balance may increase. We apply any change in rates because of a Prime Rate

change to your entire Account balance. A change in the Prime Rate will take effect on the first day of the first billing period after the change. We may select a new interest rate index if the Prime Rate is not available.

Average Daily Balance Method (including new transactions): We calculate interest separately for each transaction type (e.g. Purchases, Cash advances, and each promotional balance if applicable). For each transaction type, on the last day of the billing period we calculate the interest by multiplying the applicable Daily Periodic Rate by the Average Daily Balance and by the number of days in the billing period. You authorize us to round interest to the nearest cent. We then add the interest to your balance for that transaction type. The total interest charged for a billing period equals the sum of the interest charge for each transaction type. To determine an "Average Daily Balance" for a transaction type, we calculate a daily balance each day of the billing period. For each transaction type, we start with the previous balance, which may include unpaid interest and fees imposed in previous billing periods. Each day, we add any new transactions for each transaction type, which may include fees and interest; subtract any payments or credits for each transaction type; and make other adjustments. We treat any credit balance as a balance of $0. Then, we add up all the balances for the billing period, and divide the total by the number of days in the billing period. This gives us the Average Daily Balance.

AVOIDING INTEREST

When Interest Begins: Interest begins on a transaction, fee or interest from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid interest on Purchases as discussed below, but not on cash advances which accrue interest from the date of transaction.

Grace Period on Purchases: Interest does not accrue while your account is in a "Grace Period." Your Account enters a Grace Period if (1) you pay the New Balance shown on your current statement in full by the Payment Due Date, or (2) your Account had no Previous Balance for the prior billing period. When your Account is not in a Grace Period, we charge interest on Purchases made in the current billing period from the date of the Purchase and such interest will continue to accrue on Purchases until you pay the New Balance in full. If you are in a Grace Period, interest may appear on your next monthly statement that reflects interest assessed from the beginning of the billing period through the date that you entered into a Grace Period.

FEES

Annual Fee. The annual fee for your Account is $59. We will waive the annual fee for the first year if you sign up for autopay before we issue your first statement. We assess this annual fee on your first monthly statement after opening your Account and each year after that. We will charge this annual fee every year if your Account is open, even if you don’t have a balance. If you close your Account within 30 days of the closing date of the monthly statement on which the annual fee appears, then we will refund the annual fee appearing on that statement. For Account closures after this 30-day period, the annual fee is non-refundable.

Late Payment Fee. If we do not receive the Minimum Payment Due by its Payment Due Date, the fee is $29. If this happens again within the next six (6) billing cycles, the fee is $40. However, the late fee will not exceed the Minimum Payment Due.

Transaction Fee for Charges in Foreign Currency. If you make a Charge in a currency other than U.S dollars, then we will charge you a transaction fee equal to 1% of the converted U.S. dollar amount of the Charge. This fee is a finance charge. See "Transactions In Foreign Currencies" above for additional details on Charges in a currency other than U.S dollars.

Paper Statement Fee. If you choose to receive paper statements, you will be required to pay Prosper a fee of $1.99 for each paper statement generated.

PAYMENTS

Minimum Payment Due. You may pay, without penalty and at any time, all or any part of your balance. You must pay at least your total minimum monthly payment required ("Minimum Payment Due"), which is calculated as follows:

Your **"Minimum Payment Due"** equals:

- Any amount past due; plus
- Any overlimit amount; plus
- The greater of the following:
    1. The New Balance, if it's less than $30;
    2. $30 if the New Balance is at least $30;
    3. 1% of the New Balance (rounded to the nearest dollar), plus any billed interest or minimum interest charge, plus any fees

The Minimum Payment Due is never more than the New Balance.

You may pay more than the Minimum Payment Due, including the total outstanding balance, at any time. If you make a payment greater than your Minimum Payment Due, this does not affect your obligation to make the next Minimum Payment Due. Credits to your Account, such as from merchants, are not considered payments and will not reduce your total Minimum Payment Due.

You may be required to pay your entire balance rather than the Minimum Payment Due if you are in default. Please see below under "Default Remedies Including Collection Costs."

Payment Due Date. We must receive at least the Minimum Payment Due on your Account by the Cut-Off Time on the Payment Due Date for each billing period. The Minimum Payment Due and Payment Due Date are shown on each monthly statement. Payments received after the Cut-Off Time will be credited to your Account no later than the next business day. Credit to your Account may be delayed for up to five (5) days if we receive a payment that does not adhere to the requirements set forth in this section and on your statement. For your payment to be considered on time, we must receive at least the Minimum Payment Due in such time and manner by the Payment Due Date shown on your monthly statement. The available credit on your Account may not reflect your payment for up to eight (8) business days or longer if we doubt the collectability of the payment or if we suspect fraudulent activity on your Account. Nonetheless, we will credit your payment to your Account as of the business day that we receive it (provided we receive it prior to the Cut-Off Time) or, if we receive it on or after the Cut-Off Time, on the following business day.

How to Make Payments. You must pay by following the instructions on your monthly statement and in this Agreement. Your payment must be made in U.S. dollars. If you do not pay in U.S. dollars and we accept your payment, you authorize us to select the currency conversion rate, and you must pay our conversion costs. You agree not to send us physical currency. If you do, we have the right to return the currency to the address it is received from and not credit the payment to your Account. You must not include any restrictive endorsements on or with any payment instrument and we have the right to accept payments without accepting any such restrictive endorsements.

If your payment meets the above requirements, we will credit it to your Account as of the day we receive it, as long as we receive it by the Cut-Off Time. If you do not meet the above requirements, then we may not accept your payment, or there may be a delay in crediting your Account. This may result in late fees and additional interest charges to your Account.

We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.

Payment Allocation. We credit your payments in accordance with our payment instructions of applying to interest charges first and then to balances due. You authorize us to apply any payments in excess of the Minimum Payment Due in any manner we choose of consistent with applicable law. This may include applying amounts over the Minimum Payment Due first to the balance with the highest APR, then to the balance with the next highest APR, and so forth, except as otherwise required by applicable law Payments must be made in US dollars; do not send cash. This means that we will generally apply payments in excess of the Minimum Payment Due to older transactions first. Credits are applied at our discretion and you authorize us to apply payments in a way that is most favorable or convenient for us.

Events of Default. Subject to applicable law, we may consider your Account in default at any time if: (1) you fail to pay at least the Minimum Payment Due by the Payment Due Date; (2) you attempt to engage in, or actually engage in, a transaction over the Credit Limit; (3) you make a payment that is returned unpaid to us for any reason; (4) you breach any term under this Agreement; (5) we determine that any statement made by you to us or Prosper in connection with this Agreement, your Card or your Account was false or misleading, or we suspect you of fraudulent intent; (6) you breach any terms under any other agreement that you have with us or Prosper or with any the affiliates of any of them; (7) you file for bankruptcy or some other insolvency proceeding is filed by or against you; (8) you are declared incompetent or mentally incapacitated, or in the event of your death.

Default Remedies Including Collection Costs. Upon your default and subject to any limitations or requirements of applicable law: (1) we may declare the entire amount you owe us immediately due and payable and/or suspend or cancel your Account privileges; and (2) you agree to pay all reasonable costs, including all court costs plus all reasonable attorneys' fees if we must refer your Account for collection to any attorney who is not our employee.

Charges and Payments. If you think there is a mistake on your bill, please follow the instructions in the section below titled "Your Billing Rights." If you have another concern related to charges or payments you may contact us via Prosper at 1-800-903-4697, Monday through Friday, between 8:00 am - 8:00 pm EST, or by mail at P.O. Box 2988, Omaha, NE 68103-2988. Please include your name, address, account number, and description of the charge or payment in your communication.

CREDIT REPORTING AGENCIES AND DISPUTES

Credit Reports About You. You give us permission to request information from you and to make whatever inquiries we consider necessary and appropriate (including requesting a consumer report from consumer reporting agencies) in reviewing your Account and for any lawful purpose, including any updates or extensions of credit, or reviewing or collecting your Account. Upon your request to us, we will inform you of the name and address of each consumer reporting agency from which we obtained a consumer report, if any, relating to you.

Notice Of Credit and Information Reporting. We may report information about your Account to consumer

reporting agencies. Late payments, missed payments, returned payments, or other defaults on your Account may be reflected in your credit report.

Inaccurate Credit Reporting Information. You have the right to dispute the accuracy of information we have reported to a credit bureau. If you think any information about your Account that we have reported is incorrect, please contact us via Prosper using the mailing address shown on your monthly statement. Include your name, address, telephone number and a brief description of the issue. If available, please include a copy of the credit report in question. We will research your issue and if we confirm that you are correct, we will contact the consumer reporting agency we reported to and request a correction.

OTHER INFORMATION

Permission to Contact. When you give us your contact information (including but not limited to your home and/or mobile phone number, work phone number, address and email address), you grant us permission to contact you at any time of day, at any of those numbers or addresses, and any other number, address or email address that you have provided in the past or may provide in the future or that we believe we may reach you through (unless prohibited by applicable law), about your accounts, and about our products and services. You hereby expressly revoke any previous opt-outs, unsubscribes, requests for inclusion in do-not-call lists, cease and desist requests, or requests to communicate solely through your attorney. Your permission allows us to use written, electronic or verbal means to contact you, including but not limited to telephone calls, text messages, push notifications, artificial or prerecorded voice messages, automatic dialing technology, and emails, for all purposes not prohibited by applicable law. Message and data rates may apply. Some of the purposes for the contact may include (but are not limited to): suspected fraud or identity theft; obtaining information; transactions on or servicing of your account; marketing products and services; and collecting on your account. You acknowledge that if you share your phone, email address, or other communication device with a third-party, our attempts to contact you may be received by that third-party. Our rights under this Paragraph extend to Prosper, our and their affiliates, subsidiaries, parents, agents, vendors, and anyone who is or may be affiliated with the owner of any financial obligation you incur. You agree to notify us immediately of any changes to your contact information.

Call Recording and Monitoring. You agree that we may monitor and/or record your calls with us.

Suspension / Revocation / Cancellation / Limitations. Subject to applicable law, we may suspend, revoke or cancel your Account privileges, your right to use the Card, or deny any transaction, in our sole discretion at any time, with or without cause and with or without giving you notice. We may limit the number or amount of transactions we authorize on your Account in any one day. Any such actions on our part will not affect your obligation to pay us the outstanding balance and interest under the terms of this Agreement. We are not liable for any refusal to honor your Card or Account, nor if we deny any transaction, nor for the retention of your Card by any person or entity, nor if anyone refuses any use of your Card. If we revoke or cancel the Card, you must destroy or return the Card. You may not use a Card after it has expired or after it has been revoked or cancelled. You may cancel your Account at any time. We may require that you return your Card and that it be cut in half. Your cancellation of the Account will not affect your obligation to pay us the outstanding balance and interest under the terms of this Agreement. If you ask us to cancel your Account but we believe you have continued to use your Account after the date of cancellation, we will consider such use as your request for reinstatement of your Account and we may then reinstate your Account.

Closing Your Account. You may close your Account at any time by contacting us via Prosper at 1-800-903-4697, Monday through Friday, between 8:00 am - 8:00 pm EST. You may also email support@prospercards.com or write to us via Prosper at:

Prosper Cards
P.O. Box 650078
Dallas, TX 75265-0078

If your Account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.

Termination. We may suspend or terminate your access to your Account and/or any Card at any time, with or without cause, with or without notice, effective immediately, to the extent permitted by applicable law. All provisions of these Cardholder Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Severability. Subject to the Arbitration Agreement: (1)if any part of this Agreement conflicts with applicable law, that law will control, and this Agreement will be considered changed to the extent necessary to comply with that law; and (2) if any part of this Agreement is determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement will remain in effect.

Entire Agreement. You acknowledge that this Agreement, as amended constitutes the entire agreement between you and us with respect to the Account and the Card, and supersedes and may not be contradicted by evidence of any prior or contemporaneous written or oral communication or understanding between you and us concerning the Account or the Card. If we offer or provide rewards in connection with the Account, the disclosures relating to such rewards are separate and not part of this Agreement.

Waiver. Our failure to exercise any of our rights under this Agreement, or our waiver of our rights on any one occasion shall not constitute a waiver of such rights on any other occasion. We will not lose our rights under this Agreement because we delay in enforcing any of them.

Governing Law. Except as provided in the Arbitration Agreement below, this Agreement and your Account are governed by federal law and, to the extent state law applies, the laws of Washington State without regard to its conflicts of law principles.

Protections for Active Duty Service Members and their Dependents: 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 thirty-six percent (36%). 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).

Please call 1-800-903-4697 to obtain oral disclosures, including the statement of Military Annual Percentage Rate and the payment schedule applicable to your Account, required under the Military Lending Act.

If you are a covered borrower as defined by the Military Lending Act (a "Covered Borrower"), then this Agreement shall be interpreted to comply with the Military Lending Act, including its restrictions on permissible credit terms and limitations on interest, charges, and fees. The limitations on interest and fees apply to individuals while they are Covered Borrowers, provided such individuals are Covered Borrowers as

of the date they execute this Agreement. As applied to Covered Borrowers: (i) any interest, charges, or fees in excess of the permitted limit shall be reduced by the amount necessary to satisfy that limit and any amounts collected in excess of the permitted limit shall be refunded by crediting your Account or by making a direct payment to you; and (ii) any provision of this Agreement that is inconsistent with the Military Lending Act shall not apply.

Without limiting the foregoing, the provision in this Agreement called "Resolving a Dispute with Arbitration" shall not be applicable to, and shall not be enforceable against, any Covered Borrower.

State Notices

Missouri Residents: Oral 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 you (borrower) and us (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.

New Hampshire Residents: This Agreement provides for reasonable attorneys' fees to be awarded to us in an action against you involving this Agreement. Reasonable attorney's fees will be awarded to you if you prevail in any action, suit or proceeding brought by us; or an action brought by you. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by us the court may withhold from us the entire amount or such portion of the attorney fees as the court considers equitable.

New Jersey Residents: Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, are void, unenforceable or inapplicable in New Jersey.

New York Residents: New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-800-342-3736, or on the web at www.dfs.ny.gov.

Wisconsin Residents: 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).

Arbitration Agreement

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

Definitions. This Arbitration Agreement incorporates the defined terms within the Agreement unless otherwise stated. In addition to those definitions, in this Arbitration Agreement:

(i) "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 the Agreement or your relationship with us. 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 sections entitled **"Class Action and Representative Action Waiver"** and **"Public Injunctive Relief Requests."**

(ii) The terms "we," "us," and "our" have the same meaning as in the Agreement, except that for purposes of this Arbitration Agreement, these terms also include any corporate affiliates, any licensees, predecessors, successors, assigns, purchaser of any accounts, Prosper, and all agents, employees, directors and representatives of any of the foregoing.

Agreement to Arbitrate: You agree by opening or maintaining an Account with us, that if any Claim between you and us arises, either you or we 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 us, and applies to all Claims (as defined above) except for those claims mentioned in the paragraph below entitled **"Non-Arbitrable Claims"**.

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 you in a small claims or similar court (if any), so long as the Claim is pending on an individual basis only in such court.

JURY WAIVER AND LIMITATION OF RIGHTS. YOU 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 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).

Informal Dispute Resolution. If any Claim arises, then you and we 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. We will send our notice to you based on the most recent contact information in our possession. If no such information exists or if such information is not current, then we have no obligation to send you notice. Your notice to us must be sent to us c/o Prosper at 221 Main Street, Suite 300, San Francisco, CA 94105, Attention: Legal Department. The written Claim description included in your notice must be on an individual basis and provide at least the following information: (a) your 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 we 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 us (via Prosper) in order to

attempt to resolve the Claim. Nothing in this paragraph requires either you or us to resolve the Claim on terms with respect to which you and we, 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 us. 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.

Arbitration Forum and Rules: Any Claim shall be resolved, upon the election of either us or you, 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"). You 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 Section will take place on an individual basis; class arbitrations and class actions are not permitted. If you file a claim, you may choose AAA or JAMS as the administrator; if we file a claim, we may choose the administrator, but we agree to change to the other permitted administrator at your request (assuming that the other administrator is available). You 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.

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.

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

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

Commencing an 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 you elect to initiate arbitration you must notify us in writing. Your notice must be sent to us via Prosper at 221 Main Street, Suite 300, San Francisco, CA 94105, Attention: Legal Department. If we commence arbitration we will notify you in writing at your last known address on file or, if

we do so by moving to compel arbitration in a case you have brought in court, we will notify you by providing service of process as required by the rules of the applicable jurisdiction.

Governing Law. You and we 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 we 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 in the Agreement. 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 dispute 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 Washington, without regard to its conflict of laws rules.

Available Relief. Except as set forth below in the paragraph **"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.

Class Action and Representative Action Waiver: YOU AND WE 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."**

Special Additional Procedures for Mass Arbitration. If five or more similar Claims are asserted against us 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 you understand and agree that the resolution of your Claim might be delayed. You 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 us in violation thereof.

At the outset of any mass arbitration Claims, you and we 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 we mutually agree to delegate.

Should the Process Arbitrator/Administrator determine that any or all cases may proceed on their merits, we 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 we agree that a single arbitrator shall preside over

each batch of cases. After decisions have been rendered in this first batch of cases, we 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, we 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.

You agree to cooperate in good faith with us 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. We 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.

Public Injunctive Relief Requests. If you or we 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 we 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.

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.

Severability and Survivability: This Arbitration Agreement shall survive: (i) termination or changes in the Agreement, the Account, or the relationship between you and us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Account. 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.

Opt-Out Right: You understand that you may reject the provisions of this Arbitration Agreement, in which case neither we nor you will have the right to elect arbitration. Rejection of this Arbitration Agreement will not affect the remaining parts of the Agreement. To reject this Arbitration Agreement, you must send us written notice of your rejection within 45 days after the date that the Agreement was made. You must include your name, address, and account number. The notice of rejection must be mailed to us c/o Prosper at 221 Main Street, Suite 300, San Francisco, CA 94105, Attention: Legal Department. This is the only way that you can reject this Arbitration Agreement.

Amendment. You and we agree that we have the right to amend this Arbitration Agreement, and that if we 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 our provision of written notice to you. For clarity, if we amend any portion of the Cardholder Agreement other than a portion of this Arbitration Agreement, such amendment shall not be deemed an amendment to the Arbitration Agreement. We will notify you of amendments to this Arbitration Agreement by providing notice via U.S. mail to the mailing address shown on your statement or via email to the email address associated with your Account. You agree to notify us if your mailing address changes. Any amendment shall not apply to any Claim against us 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 us. If you do not agree to these amended terms, you may reject the amended Arbitration Agreement and you will not be bound by it. To reject the amended terms, you must send us written notice of your rejection within 45 days after the date we provided notice of the amendment. You must include your name, address, email address, telephone number, and account number. The notice of rejection must be mailed to us c/o Prosper at 221 Main Street, Suite 300, San Francisco, CA 94105, Attention: Legal Department. This is the only way that you can reject amendments to this Arbitration Agreement.

Your Billing Rights

Your Billing Rights - Keep This Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake on Your Statement.

If you think there is an error on your statement, you must send a written communication to us via Prosper at:
Prosper Cards
P.O. Box 650078
Dallas, TX 75265-0078

In your communication, give us the following information:

- *Account information:* Your name and e-mail address.
- *Transaction information:* The dollar amount(s) of the suspected error and date(s) of the transaction(s) in question.

- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.
  You must contact us via Prosper:
- No later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared.
- At least three (3) business days before an automatic payment is scheduled, if you want to stop payment on the amount you think is wrong. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Communication.

When we receive your notice, we must do two things:

1. Within thirty (30) days of receiving your notice, we must tell you that we received your notice. We will also tell you if we have already corrected the error.
2. Within ninety (90) days of receiving your notice, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within ten (10) days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases.

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the Purchase.

To use this right, all of the following must be true:

1. The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50;

2. You must have used your credit card for the Purchase; and
3. You must not yet have fully paid for the Purchase.

If all of the criteria above are met and you are still dissatisfied with the Purchase, contact us via Prosper by calling 1-800-903-4697.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and do not pay, we may report you as delinquent.

The Prosper Card is issued by Coastal Community Bank, Member FDIC, pursuant to license by MasterCard International.