

# Registration and Provider Agreement



Please choose one of the following:  New Registration  Existing provider adding a new location

## Business Information/Address

Legal Business Name \_\_\_\_\_ Number of Locations \_\_\_\_\_  
Center Name \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
Business TIN \_\_\_\_\_ Business Start Date (mm/dd/yyyy) \_\_\_\_\_  
Main Contact \_\_\_\_\_ Email \_\_\_\_\_

## Business Structure

- Sole Proprietorship  Company (Privately Held)  Corporation (Partnership)  
 Limited Liability Corporation  Corporation (Publicly Traded)  Other \_\_\_\_\_

## Management and Ownership Information

All financial institutions are required to obtain, verify and record information about all individuals who own, directly or indirectly, 25% or more of a legal entity registering to be a client. The legal entity must also identify an individual with significant responsibility to manage the entity.

First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
Residential Address \_\_\_\_\_  
DOB \_\_\_\_\_ SSN#<sup>1</sup> \_\_\_\_\_ % Ownership \_\_\_\_\_

This person has significant responsibility to manage the business

First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
Residential Address \_\_\_\_\_  
DOB \_\_\_\_\_ SSN#<sup>1</sup> \_\_\_\_\_ % Ownership \_\_\_\_\_

This person has significant responsibility to manage the business

First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
Residential Address \_\_\_\_\_  
DOB \_\_\_\_\_ SSN#<sup>1</sup> \_\_\_\_\_ % Ownership \_\_\_\_\_

This person has significant responsibility to manage the business

First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
Residential Address \_\_\_\_\_  
DOB \_\_\_\_\_ SSN#<sup>1</sup> \_\_\_\_\_ % Ownership \_\_\_\_\_

This person has significant responsibility to manage the business

First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
Residential Address \_\_\_\_\_  
DOB \_\_\_\_\_ SSN#<sup>1</sup> \_\_\_\_\_ % Ownership \_\_\_\_\_

This person has significant responsibility to manage the business

<sup>1</sup>SSN# is for verification purposes only. It will not be used to obtain your credit report.

## Who completed this form?

In completing this form, I certify that, to the best of my knowledge, the information is complete and correct.

\_\_\_\_\_  
FIRST NAME, LAST NAME TITLE

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you.

# Registration and Provider Agreement



## Plan Selection

All providers are enrolled for the LendingClub Bank Installment Loan and Credit Account with Promotional Rate Plan (Low APR, Equal Payment Required). Optional: Select a Credit Account with Promotional No-Interest Plans (Waived Interest, Payment Required)<sup>1</sup> option to offer:

- LendingClub Bank Installment Loan and Promotional Rate Plans (Low APR, Equal Payment Required) ONLY
- LendingClub Bank Installment Loan, Promotional Rate Plans (Low APR, Equal Payment Required), plus 6 month Promotional No-Interest Plan (Waived Interest, Payment Required)
- LendingClub Bank Installment Loan, Promotional Rate Plans (Low APR, Equal Payment Required), plus 6 and 12 month Promotional No-Interest Plans (Waived Interest, Payment Required)
- LendingClub Bank Installment Loan, Promotional Rate Plans (Low APR, Equal Payment Required), plus 6, 12, and 18 month Promotional No-Interest Plans (Waived Interest, Payment Required)
- LendingClub Bank Installment Loan, Promotional Rate Plans (Low APR, Equal Payment Required), plus 6, 12, 18, and 24 month Promotional No-Interest Plans (Waived Interest, Payment Required)

## Administrative Fees

LendingClub Bank Installment Loans: 4.9% of the loan amount

Promotional Rate Plans (Low APR, Equal Payment Required): 4.9% of the transaction amount:

Promotional No-Interest Plans (Waived Interest, Payment Required):

No-Interest Term	Admin Fee
6 month	5.9%
12 month	9.9% (for program sizes <\$4,000) 8.9% (for program sizes >=\$4,000)
18 month	12.9%
24 month	15.9%

## Payment Information

I would like to offer Your Tuition Solution as a payment option for our families (“clients”). I agree not to pass the administrative fee on to a client and not to charge any additional fees for participating in the Your Tuition Solution Program. I acknowledge receipt of the Participating Provider Agreement of the Your Tuition Solution Program (Terms) and agree to comply with the terms of the Participating Provider Agreement. I authorize LendingClub Bank, National Association to process this application on behalf of my center(s).

\_\_\_\_\_

Owner’s SignatureOwner’s NameDate

## Please List All Locations to Be Funded and Their Account Information:

Center/Location #	Financial Institution	Routing Number	Account Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Direct deposit to your business or center checking account is required in order for us to transmit funds to your center for your students tutoring/schooling. We will deposit funds within three business days of completed documents being accepted.**

I authorize LendingClub Bank, National Association and/or a Partner Bank to automatically deposit any funds owed to the education provider to the education provider’s checking account at the Depository Financial Institution named above.

I authorize LendingClub Bank, National Association and/or Partner Bank (as applicable) to debit the education provider’s account only for the purpose of correcting an erroneous credit previously deposited into the center’s account, provided that prior to the debit the Partner Bank and/or LendingClub Bank, National Association have notified the education provider of the reason for the debit. The Partner Bank and/or LendingClub Bank, National Association are expressly authorized to adhere to any reasonable instructions, which they may receive from authorized employees of the education provider. I have read and agreed to the provisions outlined in this agreement.

\_\_\_\_\_

Owner’s SignatureOwner’s NameDate

**Please attach a voided check and fax to 508-281-8505.**

<sup>1</sup>For plan details, please visit yts-learning.com.

**Location Information:** Location # (if Applicable) \_\_\_\_\_ Current # of Students Enrolled \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State ZIP \_\_\_\_\_  
Center Director or who presents payment options \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**Tuition/Hourly Rate Information:**

Hourly rate for monthly pay/auto debit \$ \_\_\_\_\_ Hourly rate for pre-pay \$ \_\_\_\_\_  
Pre-pay hourly rate discounts, if any (e.g., 60-hr., 100-hr., 200-hr. minimums)  
\$ \_\_\_\_\_/hr. for minimum of \_\_\_\_\_ hrs., \$ \_\_\_\_\_/hr. for minimum of \_\_\_\_\_ hrs., or  
Other (please describe) \_\_\_\_\_

**Location Information:** Location # (if Applicable) \_\_\_\_\_ Current # of Students Enrolled \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State ZIP \_\_\_\_\_  
Center Director or who presents payment options \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

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Hourly rate for monthly pay/auto debit \$ \_\_\_\_\_ Hourly rate for pre-pay \$ \_\_\_\_\_  
Pre-pay hourly rate discounts, if any (e.g., 60-hr., 100-hr., 200-hr. minimums)  
\$ \_\_\_\_\_/hr. for minimum of \_\_\_\_\_ hrs., \$ \_\_\_\_\_/hr. for minimum of \_\_\_\_\_ hrs., or  
Other (please describe) \_\_\_\_\_

**Location Information:** Location # (if Applicable) \_\_\_\_\_ Current # of Students Enrolled \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State ZIP \_\_\_\_\_  
Center Director or who presents payment options \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**Tuition/Hourly Rate Information:**

Hourly rate for monthly pay/auto debit \$ \_\_\_\_\_ Hourly rate for pre-pay \$ \_\_\_\_\_  
Pre-pay hourly rate discounts, if any (e.g., 60-hr., 100-hr., 200-hr. minimums)  
\$ \_\_\_\_\_/hr. for minimum of \_\_\_\_\_ hrs., \$ \_\_\_\_\_/hr. for minimum of \_\_\_\_\_ hrs., or  
Other (please describe) \_\_\_\_\_

**Location Information:** Location # (if Applicable) \_\_\_\_\_ Current # of Students Enrolled \_\_\_\_\_  
Street \_\_\_\_\_ City \_\_\_\_\_ State ZIP \_\_\_\_\_  
Center Director or who presents payment options \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**Tuition/Hourly Rate Information:**

Hourly rate for monthly pay/auto debit \$ \_\_\_\_\_ Hourly rate for pre-pay \$ \_\_\_\_\_  
Pre-pay hourly rate discounts, if any (e.g., 60-hr., 100-hr., 200-hr. minimums)  
\$ \_\_\_\_\_/hr. for minimum of \_\_\_\_\_ hrs., \$ \_\_\_\_\_/hr. for minimum of \_\_\_\_\_ hrs., or  
Other (please describe) \_\_\_\_\_

**If you have additional centers, please attach separate sheet(s) with the information above.**

## PARTICIPATING PROVIDER AGREEMENT

This Participating Provider Agreement (this “**Agreement**”) is by and between LendingClub Bank, National Association, located at 2701 N. Thanksgiving Way #300, Lehi, UT 84043 (“**LendingClub Bank**”) and the provider(s) listed herein (“**Provider**”, “you” or “your”) who has signed this Agreement. This Agreement sets forth the terms and conditions for a program (the “Program”) in which LendingClub Bank may facilitate and/or provide financing for your patients or clients (each, a “Client”) to pay for or purchase certain services and related goods (collectively, the “Services”) rendered by you. References to “we”, “us” and “our” refer to LendingClub Bank. This Agreement is effective upon our final approval of your application to participate in the Program and the date you sign this Agreement (the “Effective Date”).

### Recitals

**WHEREAS**, you desire to make available for Clients a convenient financing program to pay for your Services;

**WHEREAS**, LendingClub Bank is engaged in the business of facilitating and/or providing financing for consumers seeking various services, and the terms herein apply to the program (e.g., the Your Tuition Solutions)(the “Program” as applicable) to which you are enrolling;

**WHEREAS**, LendingClub Bank is a national banking association formed under the laws of the United States of America;

**WHEREAS**, LendingClub Bank offers consumer financing products; and

**WHEREAS**, LendingClub Bank may work with financial institution(s) (“Partner Banks”) in connection with facilitating and issuing financing under the Agreement, pursuant to circumstances to be determined in LendingClub Bank’s discretion.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and we agree as follows:

### Agreement

**1. Prior Agreements.** This Agreement supersedes and replaces in its entirety any prior agreements, representations, promises and statements, written or oral, made in connection with the subject matter of this Agreement between Provider and LendingClub Bank, and no prior agreement, representation, promise or statement not written in this Agreement will be binding upon you and LendingClub Bank.

### 2. Processing Applications.

(a) You have the authority to refer Clients to us for participation in the Program and each such Client may submit an application either directly with us via the internet, or, on the terms and conditions set forth in this Agreement, indirectly through your assistance while Applicant is at your offices and applying via the internet (a “ Program Application” and each such Client for whom you choose to provide any assistance in the submission of a Program Application to us, an “Applicant”).

To the extent that you participate in any way in the initiation, completion or submission of any Application, you shall comply with the following requirements:

- (i) You shall confirm that Applicant’s consent and authorization to provide any information on Applicant’s behalf is validly obtained. You shall not participate in any way in the processing of an Application from an Applicant who is under duress which includes without limitation any Applicant who is under general sedation or in a heightened state of discomfort;
- (ii) Applicant must submit Applications to us through our website and any other mediums that may be made available by us;
- (iii) You must comply with the operating procedures of the Program that we communicate to you and update from time to time (collectively, the “Operating Procedures”) and our instructions or procedures that we communicate to you (together with the Operating Procedures, collectively, the “Program Procedures”);
- (iv) If you offer more than one financing plan under the Program, you agree to advise the Applicant of all such plans and the Applicant may select the plan of their choice;
- (v) You must require the Applicant to complete the Program Application and any related documents from us that we will provide, and give to the Applicant at the time the Program Application is submitted all documentation we require to be provided, including truth-in-lending disclosures in the form prepared by us and/or our Partner Bank and delivered to you, and privacy notices in the form delivered to Provider through LendingClub Bank’s website; and
- (vi) If applicable, in the event that we provide you with an internet address to process applications and transactions, it will

be an address on a commercial site on the internet accessible by you but not accessible directly by Applicants. Such internet site will be owned, managed and maintained by us. We retain the right, title and interest in and to the internet site and your rights to the internet site are limited to the express terms of this Agreement. We may, in our sole discretion, change our reliance on and your use of such internet process upon prior notice to you.

For the sake of clarity, the Operating Procedures contain additional information and obligations concerning your participation in the Program, including requirements about (i) Applicant eligibility, (ii) Program Application disclosures and processing including, without limitation, your verification of the identity of the Applicant and that the Program Application was actually made and agreed to by each person identified as the Applicant, (iii) processing transactions, (iv) refunds and (v) marketing and advertising. **You acknowledge that prior to submitting the first application you agree to read the Operating Procedures, which are incorporated by reference herein and are an integral part of this Agreement, and can be accessed through LendingClub Bank's website (e.g., in the Online Education Center) or any other online location to which LendingClub Bank may direct you.**

We, and/or our Partner Banks (as applicable), may in our sole discretion approve or decline any Program Application.

### **3. Completion of Transaction Document and Purchase of Services.**

(a) For each payment or purchase of Services made by a Client pursuant to this Agreement, you will present (or cause to be presented) to Client a sales slip, promissory note (e.g., loan agreement) or other transaction document, as provided to you by us depending on the Client's financing plan under the Program, evidencing the transaction amounts for Services (each, a "Transaction Document"). You will prepare each Transaction Document and deliver it (or cause it to be delivered) to us in accordance with this Agreement and the Program Procedures.

(b) If less than the full amount of any transaction is financed through the Program, you will obtain payment in full by cash, check, or major credit card for the remaining balance due at the time the transaction is consummated.

(c) You will not discriminate against any Client by adding an extra or special charge, including without limitation, the amount of any administrative or other fees payable by you to us, to the normal price of the Services when a purchase is made using the Program. For the avoidance of any doubt, you agree that you will not pass on to any Clients any administrative fees required from or payable by you to us.

### **4. Presentment of Transaction Documents; Refunds; Client Funds.**

(a) Presentment of a Transaction Document Prior to Start of Services. You may present a Transaction Document to us for Services not completed at the time of such presentment so long as you provide reasonable disclosure to the Client and the charges are for your out-of-pocket costs incurred or Services actually started within thirty (30) calendar days after our acceptance of such Transaction Document. For purposes of this Agreement, Services are started upon your commencement of delivery of Services under the Client's Services plan.

(b) Omitted.

(c) Refunds. You acknowledge and agree that, if you do not comply with the foregoing requirements in Sections 4(a), the Client will have a right to request an account refund for the full amount of the Services even if the Services were performed by you. Should a Client request a refund other than for those reasons outlined in Section 4(a), the refund amount shall be determined by you in accordance with your normal refund policies applicable to the Client, and such refund policies shall be clearly disclosed by you to Clients and Applicants and shall reflect in good faith a reasonable refund or pro-rata based on the goods or Services rendered (any policy that precludes reimbursement under any circumstance for services not rendered is deemed unreasonable). You shall notify LendingClub Bank in writing or over the telephone of the agreed upon refund amount within ten (10) business days after receipt of the refund request. Your refund policies must be compliant with the terms of this Agreement. In the event of any conflict between your refund policies and this Agreement, this Agreement shall control and supersede.

We may refuse to accept, or having accepted, may revoke acceptance of any Transaction Document presented by you if a Client does not use the financing under the Program or if the Services are not timely rendered in full or in part after our funding of the Transaction Document. Upon the occurrence of any refund request, you agree to return the amounts funded under the Transaction Document to us as a credit to the Client's account within ten (10) business days less that certain portion of the administrative fee to be credited to you calculated on a pro-rata basis. You shall provide us with all documentation relating to refunds, immediately upon our request.

You shall be liable to LendingClub Bank for any refunds due to a Client until such time as the appropriate funds are credited. If any dispute arises between you and a Client regarding Services or a refund, you shall immediately notify LendingClub Bank in writing or by telephone, and investigate and make a good faith effort to resolve such dispute, whether referred to you by LendingClub Bank or received directly from a Client.

(d) Client Funds. Notwithstanding any other provision in this Agreement, for each Client, you shall earmark those amounts of funds for that Client to be used solely and exclusively for that Client, except for the fees owed to LendingClub Bank hereunder. You further agree and acknowledge that (i) the amounts advanced hereunder are property of the Client and are not your property until

such time and only to the extent that you are entitled to payment hereunder, and (ii) in the event of a bankruptcy by you under Title 11 of the United States Code (the United States Bankruptcy Code) or other insolvency, restructuring, liquidation, receivership, assignment for the benefit of creditors or similar proceeding by you, such funds shall not become property of your bankruptcy estate or the estate of such insolvency, restructuring, liquidation, receivership, assignment for the benefit of creditors or similar proceeding. You further acknowledge that the refund obligations set forth in this Section 4 are time of the essence and you shall return such amounts to LendingClub Bank within the timeframe provided herein in all circumstances including in the context of a bankruptcy, insolvency, restructuring, liquidation, receivership, assignment for the benefit of creditors or similar proceeding. In the event of bankruptcy, insolvency, restructuring, liquidation, receivership, assignment for the benefit of creditors or similar proceeding, these provisions shall be binding on the Provider who remains in possession as a debtor-in-possession in a bankruptcy case, on any trustee appointed or elected in such bankruptcy case, and on any trustee, liquidator, receiver or other person appointed to administer the Provider's assets in the insolvency, restructuring, liquidation, receivership, assignment for the benefit of creditors or similar proceeding. The provisions of Section 4 shall survive termination of this Agreement.

**5. Our Payments to You.** In accordance with the terms of this Agreement, we will pay you the net amount of all Transaction Documents presented to us by you, and accepted by us, less the applicable administrative fee as provided in Section 6 below. Additionally, we will also deduct any credits presented during the period, revoked Transaction Documents, reversal amounts under Transaction Documents, and any other amounts you owe us and/or our Partner Bank under this Agreement and any other contractual arrangement you may have with us or any of our affiliates or designees. Furthermore, we reserve the right to withhold funds (in whole or in part) in our reasonable discretion, including without limitation in association with Section 24 (Suspension of Processing) below. We will pay amounts due under Transaction Documents presented to us by automatic deposit through the Automated Clearing House ("ACH") or by any other method that we notify you of and choose to use. We will initiate an automatic deposit or otherwise initiate the payment within a reasonable time after the Transaction Document is presented; provided, however, that we reserve the right to periodically audit Transaction Documents before funding, or if we reasonably believe that you are insolvent or may be in default under any provision of this Agreement, we reserve the right to audit all Transaction Documents prior to sending payment. Any such auditing of transactions may delay and prevent payment. All such audits and examinations will be conducted in accordance with Section 18 herein. We may make any payments required under this Section 5 directly or indirectly through our designees.

**6. Administrative Fees.** You agree to pay us any administrative fees relating to each Transaction Document as set forth in the schedule provided by us to you and as such administrative fee schedule may change from time to time upon our prior notice to you. The administrative fee may vary depending on the financing plan used for the Transaction Document, the date of the Client's purchase or payment, or any other criteria established by us. The administrative fee used for a Transaction Document will be the administrative fee in effect on the date we accept the Transaction Document. You authorize us to initiate a debit entry for administrative fees as provided by Section 7 below. We may debit fees pursuant to this Section 6 directly or indirectly through our designees.

**7. ACH Authorization for Direct Deposits and Direct Debits.**

(a) You authorize us and any of our designees, to automatically deposit amounts that we owe you under this Agreement through ACH. You authorize us and any of our designees, to deduct any refunds or any other amounts that you owe Clients, Applicants, us and/or our Partner Bank or any of our affiliates through ACH. Upon prior notice to you, you authorize us and any of our designees, to withdraw any deposit amounts made in error through ACH. Such credit and debit entries will be to the bank account identified by you in connection with your registration for the Program.

(b) The authorizations set forth in subsection 7(a) above will remain in effect until the earlier of the date on which no balances remain on any Client account established under the Program or you cancel them in writing. We agree to comply with written notifications from you which change your bank account information, provided, however, that we receive such notification in a time and manner sufficient to give us reasonable opportunity to act on it.

**8. Fair Refund/Exchange Policies.** You agree to establish and maintain a fair, uniform and legally compliant policies for exchange, cancellation and/or return of Services sold under the Program and to give credit upon each such return for the benefit of the Client. Your policies must be compliant with the terms of this Agreement, particularly Section 4. In the event of any conflict between your policies and this Agreement, this Agreement shall control and supersede. You will design such policies in a manner that they can reasonably be expected to be easily understood by the average Client and ensure the refunds, exchanges and returns are processed promptly. For the avoidance of any doubt, any policy that precludes reimbursement under any circumstance for services not rendered is deemed unreasonable.

**9. Representations and Warranties.**

(a) As to each Program Application, Program account, Transaction Document and each transaction evidenced thereby, you represent and warrant to us the following: (i) the information set forth on each Program Application is accurate and correct as provided by the Applicant to you and that you have no knowledge or awareness of any facts, events, issues or circumstances which would lead you to believe such information is false or misleading, (ii) each Program Application has been completed in compliance with this Agreement and the Program Procedures, (iii) that the Services are fit and merchantable for their intended purpose (if

applicable), have been delivered into the possession of the Client and any Services so described have been or will be performed in a proper manner consistent with customary industry standards, (iv) that the transaction involves no advance of cash and no transaction other than that described in the Transaction Document and in accordance with this Agreement and Program Procedures, (v) that the transaction is, in all respects, in compliance with this Agreement, the Program Procedures and applicable law, and true completed copies of the Program documents and Transaction Document were given to the Client at the time of the transaction, (vi) that you have no knowledge or notice of any facts, events, issues or circumstances that would impair enforceability or collection of the Transaction Document or other Program documents as against the named Client, and (vii) that you have properly and fully completed all forms pursuant to the Program Procedures and (viii) if applicable, that the Client did not qualify for any other governmentally provided or otherwise subsidized medical plan that is otherwise more financially favorable for them in your reasonable determination.

(b) As to all transactions involving your Clients and Applicants, you represent, warrant, covenant and agree to us the following: (i) that you have complied with the provisions of all applicable laws, including, but not limited to applicable fair lending and anti-discrimination laws and regulations, all your obligations under this Agreement, the Program Procedures and to treat your Clients and Applicants fairly, equally and with due consideration to ensure that access to credit through the Program is equally available to each such person, (ii) that you will not and have not completed a Program Application with an Applicant via telephone, but instead in person, unless otherwise agreed in writing by you and us, (iii) that you will not offer cash back programs or vouchers in conjunction with purchases made by a Client, (iv) that you have not increased the purchase price or cost of financing the Services financed under the Program or taken any other adverse action against a Client or Applicant because either is a member of a protected class, as defined by applicable law, or has chosen to use the Program to finance the purchase; (v) you are the provider of the Services and you will only present Transaction Documents to us and/or our Partner Bank in connection with the sale of Services made directly by you; (vi) you will not modify any Program documentation (including any applications) or processes; (vii) you will not access Applicant or Client electronic accounts (including email) including without limitation to accept, sign or approve anything on behalf of an Applicant; and (viii) you must timely present all documentation to us.

(c) You represent and warrant that the execution of this Agreement does not constitute a breach or violation of any other obligation of yours or any other agreement to which you are a party.

**10. Client Inquiries and Complaints.** Neither party will attempt to answer inquiries concerning the other party's products and services. Each party will refer inquiries concerning the other party's products and services to the customer service telephone numbers provided by such other party. Such other party will use reasonable efforts to address such inquiries in a timely and effective manner. You will cooperate with our reasonable investigations in response to a Client's refusal to pay amounts owed on his/her account in whole or in part due to complaints regarding the Services that are the basis for the amount owed. You agree to notify us immediately of any claim asserted by any Client or other person that arises out of your conduct, the conduct of any of your employees or agents, or the use of any equipment or facilities in connection with the Services.

**11. Professional Qualifications.** You possess, and agree to maintain during the term of this Agreement, the necessary and proper licenses and qualifications to engage in the areas in which you practice and that are required for your delivery of the Services from all applicable federal, state and local authorities. You also will ensure that all persons who render the Services at your place of business are qualified to do so including under applicable licensing requirements and, as applicable, all equipment used by you or any such other person is approved by agencies that have the authority or discretion to render such approval, and franchisors to otherwise remain in good standing with such authorities.

**12. Program Training.** You will ensure those employees, contractors, agents, representatives and other personnel in your office or otherwise assisting in conducting your business (or of any service provider or third-party vendor of yours, as applicable) take and pass the Program training, to the extent applicable, and where necessary, receive official certification by us based on successful completion of any such training, in each case, solely to the extent any such person will or reasonably can be expected to, discuss or handle any part of the Program with, or on behalf of, a Client and Applicant.

**13. Ownership of the Program.** You shall not secure any title to or other ownership interest in any elements of the Program by virtue of this Agreement. You acknowledge and agree that the Program is our exclusive property and that all of the elements of the Program, including the accounts created thereunder, account lists, our Program Procedures, written specifications, training materials, programs, systems and screens, and all documentation and materials relating thereto, constitute trade secrets, which are our exclusive property. You agree to use the elements of the Program and information about the Program only for the purpose of enabling you to use the Program as provided under this Agreement and for no other purpose. You acknowledge and agree that there has been no assignment, sale or pledge of any kind by you to us in connection with or resulting from this Agreement.

**14. Our Use of Your Marks.** You hereby grant us and/or our Partner Bank and our respective successors and assigns, for the administration and operation of the Program (particularly as it relates to billing and collection activities), a non-exclusive right and license to use the trade names, trademarks, and the like (collectively, "Marks") that you use in conducting your business for our administration and operation of the Program during and after the term of this Agreement. You represent that you own such Marks or, that if you do not own the Marks, that your licenses to use the Marks include the power to grant us and/or our Partner Bank the

rights to use the Marks in connection with the Program set forth in this Agreement. We agree that nothing herein shall give us and/or our Partner Bank any right, title or interest

in the Marks, except the right to use the Marks in accordance with the terms of this Agreement, and that the Marks are your sole property. You acknowledge and agree that if there is any claim against either party that the Marks or any modifications thereof, as authorized by you, infringe the rights of another party, you will, at your own expense, indemnify and, at our request, defend us from any liabilities and defend our right to use of the Marks as authorized under this Agreement.

**15. Right to Use Program Materials.** During the Term of this Agreement, we hereby grant to you a nonexclusive, non-transferable, right to use materials created or provided by us to you, for use in connection with the Program and any other materials that are copyrighted or capable of being copyrighted by us (“LendingClub Bank Provided Materials”), subject to the terms and conditions of this Agreement including the following: (i) you may not modify, change, alter, delete from or add to the LendingClub Bank Provided Materials, including, but not limited to, any change in text, graphics, color, size or position, (ii) you will not use or disclose the LendingClub Bank Provided Materials, in whole or in part, for the purpose of offering a product that competes with the Program, (iii) you will use the LendingClub Bank Provided Materials in the manner specified by us, including through the Program Procedures, or as otherwise agreed to by the parties in writing, (iv) we retain all rights, title and interests in and to the LendingClub Bank Provided Materials. The LendingClub Bank Provided Materials are the sole property of ours and any and all uses by you of the LendingClub Bank Provided Materials shall inure to our benefit. Any rights to the LendingClub Bank Provided Materials are limited to the express terms of the license in this Section 15, (v) you will not take steps that would cause one to believe that any materials created or provided by you were created or provided by us or that we endorse such materials, and (vi) we will at all times be the sole and exclusive owner of all such LendingClub Bank Provided Materials. No other rights to the LendingClub Bank Provided Materials, express or implied, are granted by virtue of this Agreement.

**16. Client Information.** You represent and warrant that you maintain Client records in accordance with the information security and privacy provisions of all applicable laws, such as the Health Insurance Portability and Accountability Act of 1996 and related laws, interpretations and regulations (including 45 C.F.R. Parts 160 and 164) (collectively, “HIPAA”), and the Gramm-Leach-Bliley Act 12 C.F.R. 1016 (for purposes of this Section “the Act”). You further represent and warrant that you will (a) treat any application and/or any information that you receive in conjunction with a Program Application as Protected Health Information (“PHI”) as defined in HIPAA and/or consumer personal information, which means nonpublic personal information regarding applicants, clients and account holders related to the Program, including, but not limited to, account information; medical, dental and health information; consumer reports and information derived from consumer reports, that is subject to protection from publication under applicable law (“CPI”), and/or “Nonpublic Personal Information” (“NPI”) as defined in the Act, as applicable, and (b) maintain such PHI, CPI, and/or NPI in a manner compliant with the information security and privacy provisions of HIPAA and/or applicable laws and regulations related to CPI and/or NPI, including but not limited to ensuring that CPI and/or NPI are not shared, disclosed, or allowed to be accessed for any reason not directly related to your participation in the Program. Finally, you represent and warrant that you have, and will continue to have for so long as you retain PHI, CPI and/or NPI of Clients participating in the Program, adequate administrative, technical and physical safeguards to (i) ensure the security and confidentiality of Client records and information, (ii) protect against any anticipated threats or hazards to the security or integrity of such records, and (iii) protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any Client or Applicant, as the case may be. If you discover there has been a material breach in your security safeguards required by this Agreement, you will immediately notify us. We may thereafter take all reasonable and appropriate steps to protect such records and information in such event. You must also ensure the appropriate disposal and/or destruction of PHI, CPI, and/or NPI upon termination of this Agreement and your participation in the Program. The provisions of this Section 16 shall survive the termination of this Agreement. You acknowledge and agree that we are not a “covered entity” or “business associate” as those terms are defined and used under HIPAA.

### **17. Confidential Information and Security Controls.**

(a) You hereby agree that you will not disclose any Confidential Information (defined below) in connection with your participation in, and/or exposure to, the Program. “Confidential Information” is information not of a public nature including, without limitation, the terms and conditions of any agreement that you are a party to or have knowledge of in connection with the Program, CPI and/or NPI, Program reports, trade secrets, business and financial information, source codes, business methods, procedures, know-how and other information of every kind that relates to the Program. Except, you may disclose such information to the extent disclosure is required by applicable law, or is necessary for the performance of the Program; provided that (i) prior to disclosing any confidential information to any third party, you will give notice to us of the nature of such disclosure and of the fact that such disclosure will be made and (ii) prior to filing any documentation in connection with the Program with any governmental authority or agency, you will consult with us and our Partner Bank, as applicable, with respect to such filing and shall redact such portions which we and our Partner Bank request be redacted, unless, in your reasonable judgment, based on the advice of your counsel (which advice shall have been discussed with our respective counsel), you conclude that such request is inconsistent with your obligations under applicable law.

(b) Except as to CPI and/or NPI as applicable (to which the confidentiality obligations of this Section 17 always apply), these confidentiality obligations shall not apply to any information (i) which is generally known to the trade or to the public at the time of such disclosure, (ii) which becomes generally known to the trade or the public subsequent to the time of such disclosure; provided,



however, that such general knowledge is not the result of a disclosure in violation of this agreement, (iii) which is obtained by you from a source other than yourself, without breach of any obligation of confidentiality or secrecy owed to us and/or our Partner Bank or any other person or organization, or (iv) which is independently conceived and developed by you and proven by you through tangible evidence not to have been developed as a result of a disclosure of information to you, or any other person or organization which has entered into a confidential arrangement with us.

(c) You acknowledge that any breach of these confidentiality provisions by you will result in irreparable damage to us and/or our Partner Banks and therefore in addition to any other remedy that may be afforded by law any breach or threatened breach of these confidentiality provisions may be prohibited by restraining order, injunction or other equitable remedies of any court. These confidentiality provisions will survive termination or expiration of any agreement with us and our Partner Banks.

(d) You shall establish commercially reasonable controls to ensure the confidentiality of accountholder information under the Program and other Confidential Information and to ensure that accountholder and other Confidential Information is not disclosed contrary to these provisions, or any applicable privacy, security or other laws, rules and regulations. Without limiting the foregoing, you shall implement such physical and other security measures as are necessary to (i) ensure the security and confidentiality of accountholder and other Confidential Information, (ii) protect against any threats or hazards to the security and integrity of accountholder and other Confidential Information, and (iii) protect against any unauthorized access to or use of accountholder and other Confidential Information. You shall notify us immediately in the event you believe, or have reason to believe, that either a security breach or inappropriate disclosure of confidential information, or any other unauthorized intrusion, has occurred with respect to accountholder information, shall estimate the intrusion's effect and specify the corrective action taken by you.

(e) Upon termination of your participation in the Program, you will take appropriate measures to properly dispose of, destroy and remove from your systems the Client accountholders CPI and/or NPI, including without limitation any and all records regarding accountholders whether in paper, electronic, or other form, in your possession, including a compilation of such records.

**18. Examination of Books and Records, Access and Cooperation.** You agree to maintain a complete set of records (whether in physical, electronic or other format) of all of your business activities and operations at your principal place of business related to and including without limitation, those activities conducted by you in connection with this Agreement and the Program for a minimum of seven (7) years (or such longer time period we notify you of) after their creation. We and our respective duly authorized agents, representatives and employees, and federal and state regulatory agencies which supervise us or our Partner Banks, shall have a right, upon reasonable notice and as often as we believe is necessary, to audit, inspect and copy any of the foregoing records and any reports, files and related materials in connection with this Agreement and the Program, and you will cooperate and assist in any such audit or inspection. You also acknowledge and agree that we may, from time to time, monitor your administration and/or promotion of the Program through anonymous requests to open or use accounts under the Program and by other means. Each party will be responsible for its own costs and expenses in connection with any such audits and inspections. You further agree to cooperate with us to ensure ongoing security and protection of Client data relating to the Program to ensure that the Program complies in all respects with all applicable laws. You will, and will cause your service providers, third-party vendors and other vendors, agents and subcontractors to make changes recommended by us with regard to data security and compliance with all applicable laws.

### **19. Liability and Indemnification.**

You shall be liable to us for your acts and omissions, and the acts and omissions of your officers, directors, employees, agents, affiliates and contractors, relating to this Agreement including all acts and omissions in breach or default of this Agreement and the Program Procedures.

#### Indemnification

(a) Without limiting your indemnification obligations set forth elsewhere in this Agreement, you shall indemnify, hold harmless and, at our request, defend us and our affiliates and the respective officers, directors, employees and agents of us and our affiliates from and against any and all liabilities, obligations, losses, claims, damages, actions, suits, proceedings, investigations, demands, assessments, adjustments, settlement payments, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), and deficiencies suffered, sustained, incurred or paid by us (collectively, "Losses") in connection with, resulting from, relating to, or arising out of any of the following: (i) any holder in due course matters (including without limitation Losses related to Client rights claimed or granted to withhold payment of a loan due to your or your officers', directors', employees' and agents' failure to complete or unsatisfactory completion of Services); (ii) any nonfulfillment, breach or default by you and your officers, directors, employees and agents, of any representation, warranty covenant, agreement, term or condition in this Agreement; (iii) the gross negligence or willful misconduct by you and your officers, directors, employees and agents, in the performance of your obligations under this Agreement; (iv) any malpractice claim, suit or any other similar action with respect to the Services provided by you and your officers, directors, employees and agents, or the advertising or promotion involving such Services; (v) any chargeback to us based on action or inaction by you and your officers, directors, employees and agents or relating to Services provided or contemplated as being provided by you and your officers, directors, employees and agents under the Program or based on the Program Procedures and (vi) caused by circumstances relating to you and your officers, directors, employees and agents that create harm to or loss of goodwill to us and/or our Partner Bank or respective

affiliates.

(b) If any party entitled to indemnification under this Agreement (an “Indemnified Party”) makes an indemnification request to the other, the Indemnified Party shall permit the other party (the “Indemnifying Party”) to control the defense, disposition or settlement of the matter at its own expense; provided, however, that the Indemnifying Party shall not, without the consent of the Indemnified Party, enter into any settlement or agree to any disposition that imposes an obligation on the Indemnified Party that is not wholly discharged or dischargeable by the Indemnifying Party, or imposes any conditions or obligations on the Indemnified Party other than the payment of monies that are readily measurable for purposes of determining the monetary indemnification or reimbursement obligations of Indemnifying Party. The Indemnified Party shall notify the Indemnifying Party promptly of any claim for which Indemnifying Party is responsible and shall cooperate with the Indemnifying Party in every commercially reasonable way to facilitate defense of any such claim; provided that the Indemnified Party’s failure to notify Indemnifying Party shall not diminish Indemnifying Party’s obligations under this Section 19 except to the extent that Indemnifying Party is materially prejudiced as a result of such failure. The Indemnifying Party shall respond to and communicate with the Indemnified Party within a reasonable period of time. An Indemnified Party shall at all times have the option to participate in any matter or litigation through counsel of its own selection and at its own expense.

**20. LIMITATION OF CONSEQUENTIAL DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY GENERAL, PUNITIVE, DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR COVER DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF PERSONAL PROPERTY, OR ANY OTHER SIMILAR DAMAGE OR LOSS.

**21. Insurance.** You agree to maintain insurance coverage of such types and in such amounts as are customary and appropriate for your industry and the provision of the Services. You also agree to maintain sufficient insurance coverage to reasonably protect us from any and all liabilities for which you have agreed to defend us, indemnify us and hold us harmless.

**22. Term and Termination.**

(a) Term. This Agreement shall be effective on the Effective Date and shall remain effective until one party gives the other party written notice of its decision to terminate this Agreement. Any voluntary or involuntary bankruptcy or insolvency by you shall be considered an immediate termination event and shall result in the termination of this Agreement.

(b) Effect of Termination. Notwithstanding termination of this Agreement by either party, (i) the provisions of this Agreement will continue in force as to all Transaction Documents accepted or approved by us prior to the effective termination date, (ii) the provisions of this Agreement will continue in force as to all Client accounts under the Program established prior to the effective termination date (by way of example, processing of refunds); (iii) without limiting the provisions of clause (i), the representations and warranties, covenants, agreements, and obligations made or agreed to by you, including, but not limited to, your obligation to indemnify us as provided in this Agreement shall remain in full force and effect, and (iv) we and our Partner Bank may use your name and marks for purposes of liquidating, administering or collecting on amounts owed by Clients. In the event that we have provided any print materials, equipment or other items to you in connection with the Program, you agree to return all such items to us upon termination of this Agreement.

(c) Remedies Upon Default. In the event of breach by either party, the non-breaching party will be entitled to exercise any and all rights and remedies as shall be available to it at law or in equity. The non-breaching party may exercise remedies concurrently or separately, and the exercise of one remedy will not be deemed either an election of such remedy or a preclusion of the right to exercise any other remedy.

**23. Survival Clause.** In addition to any provisions surviving termination pursuant to Section 22 and, without limiting the foregoing, Sections 4-7, 9-10, 13-21, 24, 27-34, 36-40 will survive termination of this Agreement.

**24. Suspension of Processing.** We may suspend your participation in the Program (without terminating this Agreement) upon the occurrence of any event which we reasonably determine to be a risk and/or warrants investigation by us, including without limitation if you fail or refuse to pay any amounts owed to us under this Agreement or if you are otherwise in breach of or default under any representation, warranty, covenant, term or condition of this Agreement. A suspension may include our refusal to accept and arrange the funding or acceptance of any Transaction Documents presented to us, whether or not previously authorized or approved by us, until you have cured any such breach or default.

**25. Use of Service Providers or Third-Party Vendors.** You may not use service providers or third-party vendors to perform any of your obligations under this Agreement without our prior written consent.

**26. Compliance with the Patriot Act.** Notwithstanding anything to the contrary, we and our Partner Bank have certain requirements under the U.S.A. Patriot Act with which we must comply before opening an account for a Client. Since you have initial contact with the Client, you agree to assist us in complying with the U.S.A. Patriot Act. Such assistance may include, but is not limited to, providing a disclosure as provided by us, to the Client before he/she applies to open an account with us, and verifying Client’s identity including but not limited to full name, physical address, date of birth, and/or taxpayer identification

number upon our request and in the manner we reasonably request.

**27. Notices.** All notices under this Agreement sent to you shall be in writing and sent by certified mail, return receipt requested; courier service for which evidence of receipt is generated; regular first-class U.S. mail; facsimile; electronic mail (email) or by posting on our website as applicable (e.g., in the Online Education Center).. Notices shall be effective (i) on the date of receipt by certified mail or courier service, (ii) three (3) business days from the date of mailing by regular first-class U.S. mail, (iii) the business day on which notice is sent by facsimile or email and (iv) the business day on which the notice is posted to the applicable online portal (e.g., Online Education Center). For purposes of this Section 27, Saturdays, Sundays and federal holidays are not considered a business day. All notices to us shall be in writing and sent via certified mail, return receipt requested, or courier service for which evidence of receipt is generated to:

**LendingClub Bank, National Association**

Attn: Purchase Finance  
1700 West Park Drive, Suite 310  
Westborough, MA 01581

With a copy to:

LendingClub Bank, National Association  
Attn: Legal Department  
595 Market Street, Suite 200  
San Francisco, CA 94105

Notices to you shall be sent to your mailing address or email address as provided by you in the applicable online portal (e.g., Online Education Center) or such other address as you or your professional staff has provided to us. Notice including without limitation any notice of termination provided by us to any owner, officer, partner or manager of the Provider as provided herein shall be deemed notice to all such persons of the Provider. Either party may change the notice address to which notice must be sent by giving written notice of such change to the other party in the manner provided herein. You also acknowledge and agree, subject to our receipt of a written opt-out notice from you, that we and/or our affiliates and partners may send you promotions, advertising and other communications from time to time using any of the following methods: (i) via mail to your mailing address or (ii) any other marketing channel including but not limited to USPS mail, email or telephone.

(a) Throughout this Agreement reference is made to our Program Procedures. Notwithstanding the above provisions regarding notice, you agree that we may post our Program Procedures on our website (e.g., Online Education Center section) as applicable, and that doing such will constitute notice to you of such Program Procedures. You also agree that you have an ongoing obligation to check the website on a monthly basis for any updates or changes to those Program Procedures. The Program Procedures are available by logging on to the applicable LendingClub Bank online portal (e.g., the Online Education Center section of our website located at [www.yts-learning.com](http://www.yts-learning.com)); however, we may change the website address upon prior notice to you.

**28. Call Monitoring.** With respect to any service or similar calls you may make to us (or our agents, representatives, affiliates or third parties) you acknowledge that such calls may be monitored or recorded by us (or our agents, representatives, affiliates or third parties) for quality assurance or other compliance purposes.

**29. Communications to You.** We may need to contact you regarding your account or matters related to your relationship with us, your Clients or other third parties. Notwithstanding any current or prior election to opt in or opt out of receiving calls from us, our agents, representatives, affiliates or anyone calling on our behalf, you expressly consent to be contacted by us, our agents, representatives, affiliates or anyone calling on our behalf for the above reasons to any mobile or landline telephone number, physical address, facsimile number or email address you or your professional staff has provided to us. You agree we may contact you in any way, including calls using prerecorded messages or artificial voice, and calls and messages delivered using an automated telephone dialing system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine or voice mail. You certify, warrant and represent that the telephone numbers that you have provided to us are your numbers and not someone else's. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to alert us whenever you stop using a particular telephone number. Your cellular or mobile telephone provider will charge you according to the type of plan you carry. You also agree that we may contact you by email, using any email address you have provided to us or that you provide to us in the future.

**30. Assignment and Binding Effect.** You will not assign this Agreement without our prior written consent by way of an amendment to this Agreement, and such amendment will include verification of your assignment or retention of all refund obligations associated with Program financing obtained by or on behalf of your Clients to pay for your Services (such financing constitutes "Prior Loans"). You shall cooperate with our investigations relating to assignment of this Agreement. Any assignment

without our consent may in our discretion result in immediate termination of, or suspension of our obligations under, this Agreement; we may refuse to accept and arrange the funding or acceptance of any Transaction Documents presented to us, whether or not previously authorized or approved by us. You agree that we may, at our sole discretion, assign this Agreement to any party or affiliate upon notice to you as well as to any entity that acquires the portion of your business that operates the Program, or transfer or securitize all or any portion of the Client accounts or any related rights or interests therein. This Agreement will also be binding on and inure to the benefit of the parties' respective heirs, administrators, executors, successors, legal representatives and permitted assigns.

**31. Delay in Enforcement; Remedies Cumulative.** Our failure at any time to insist upon the performance of any provision of this Agreement will not operate as a waiver of any right or remedy we have under this Agreement. A waiver of one provision of this Agreement will not operate as a waiver of any other provision. No right under any provision of this Agreement may be waived except in writing and then only in the specific instance and for the specific purpose for which such waiver was given. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided for by law or in equity.

**32. Status of You and Us.** In performing our respective responsibilities pursuant to this Agreement, each party is in the position of independent contractors. You are not our agent or partner for any purpose whatsoever. You are not granted any right or authority to assume or create any obligation or responsibility on behalf of us, or in our name, or to bind us in any manner whatsoever.

**33. Modifications to this Agreement; Administration of the Program.** We may modify this Agreement by providing prior notice to you, and we also have sole authority to prescribe the documentation requirements and the terms and conditions of the Program. Your continued submission of Transaction Documents or Program Applications or other participation in the Program after the effective date of any such modification will constitute your acceptance of any such amendment or modification and your agreement to be bound by them, and any Program Application or Transaction Document received by us and/or our Partner Bank will be subject to each such amendment or modification.

**34. Actions of Your Employees and Others.** You are responsible for the actions of your employees, contractors, agents, representatives and other personnel in your office. In the event any such person is no longer under your employment or in a role that supports your participation in the Program, you will take reasonable steps to ensure they no longer have access to any PHI, CPI or NPI, or access to our systems including changing any passwords necessary to access such information or system.

**35. Severability.** If any part of this Agreement is found to be invalid, illegal, void or unenforceable by reason of any rule of law, administrative or judicial provision or public policy, then that part will be curtailed only to the extent necessary to make it, and the remainder of this Agreement, legal and enforceable and to the extent such remaining parts accurately reflect the intent of the parties.

**36. Governing Law.** This Agreement and all rights and obligations hereunder, including, but not limited to, matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Utah, without reference to the choice of law principles thereof.

**37. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION 37.**

**38. Dispute Resolution.**

(a) Any conflict, claim, or dispute ("Claim") between the parties arising under or related in any way to this Agreement, or any breach of this Agreement, or any claim that any of this Agreement is invalid, illegal, voidable, or void, including, without limitation, the determination of the scope or applicability of this agreement to arbitrate, or any other claim relating to either party's performance or non-performance of this Agreement, shall be subject to mandatory arbitration under the authority of the American Arbitration Association or JAMS. The arbitration shall be conducted using the Commercial Arbitration Rules (if conducted by the American Arbitration Association) or the Comprehensive Arbitration Rules and Procedures (if conducted by JAMS).

(b) Claims of an amount of \$50,000.00 and less shall be conducted before one arbitrator. Claims of an amount of over \$50,000.00 shall be conducted before a panel of three arbitrators. The location of the arbitration shall be in Lehi, Utah.

(c) The arbitrators' award may be entered in any court with jurisdiction. At the request of either party prior to the arbitration award, the arbitrator(s) shall make written findings of fact and conclusions of law as part of their award. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application

for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

(d) Each party shall pay all applicable fees and costs billed by the American Arbitration Association prior to arbitration, including without limitation, the arbitrators' fees and expenses. In any arbitration arising out of or related to this Agreement, the arbitrator(s) shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator(s) determine a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator(s) may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

(e) No arbitration shall proceed on a class, representative or collective basis (including as private attorney general on behalf of others), even if the claim or claims that are subject of the arbitration had previously been asserted (or could have been asserted) in a court as class representative or collective actions in a court. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction.

**39. Electronic Signatures.** You agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures associated with this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**40. No Third Party Rights.** Unless stated herein with respect to our Partner Bank(s), nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement, and LendingClub Bank's Partner Banks if applicable and to the extent stated herein, and their respective heirs, administrators, executors, successors, legal representatives and assigns.

**41. Captions.** The captions used in this Agreement have been inserted for convenience and for reference only and will not be deemed to limit or define the text of this Agreement.

**42. Applicable Law.** As used in this Agreement, references to "applicable law" or "law" will be deemed to include and refer to all federal, state and local statutes, codes, ordinances, regulations, laws (including laws relating to unfair, deceptive or abusive acts or practices), published regulatory guidelines and regulatory interpretations, judicial or administrative orders and interpretations, as well as the requirements of any agency that supervises or otherwise exercises any authority over you. It is expressly understood that changes in the performance of either party's obligations under this Agreement necessitated by a change in interpretation of any applicable law will not constitute a breach of this Agreement.

**43. Data Sharing.** This Section applies to franchisee or subsidiary providers ("franchisees") that may need to provide data access to a franchisor or parent company ("franchisor"). If you are a franchisee to a franchisor that you identified for us, you hereby acknowledge and represent that your franchise agreement with the franchisor includes provisions that require you to provide to franchisor access to all data and reporting information ("Data") related to the Services, and unless you submit to LendingClub Bank an opt-out confirmation you hereby grant LendingClub Bank the right to provide any and all Data to franchisor and request that LendingClub Bank provide such Data to franchisor.

**44. Entire Agreement.** This Agreement, including the Program Procedures and your registration for participation in the Program which are to be read together with this Agreement, supersede all prior agreements, representations, promises and statements, written or oral, made in connection with the subject matter of this Agreement and the Program Procedures as between you and LendingClub Bank, and no prior agreement, representation, promise or statement not written in this Agreement will be binding on the parties.

**BY SIGNING AND DELIVERING THIS AGREEMENT TO US, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. ANY MODIFICATION BY YOU OF THE TERMS OF THIS AGREEMENT SHALL REVOKE THIS OFFER FOR SERVICES AND SHALL CONSTITUTE A COUNTEROFFER WHICH SHALL REQUIRE OUR SIGNATURE TO BECOME ENFORCEABLE.**

*[SIGNATURE PAGE FOLLOWS]*

The undersigned affirms he/she is an owner, officer, partner or manager of the Provider and has the express authority to submit this Agreement on Provider's behalf and to bind the Provider to this Agreement.

Name of Corporation / Partnership / LLC / LLP	Name of Center (DBA)
Signature of Center Owner	Date
Signer First Name	Signer Last Name
Contact Person Responsible for Financing:	
Contact First Name	Contact Last Name
Contact E-mail Address	
Place of Business / Street Address Line 1	Street Address Line 2 (Optional)
City	Zip
State	Center Phone Number