Promissory Note

Loan ID: __________________
Upstart borrower ID: _____________________________________________
Lender: Cross River Bank, 885 Teaneck Road, Teaneck, NJ 07666

1. **Promise to Pay.** Subject to, and in return for a loan I receive, from Cross River Bank, a federally insured state-chartered bank in Teaneck, New Jersey, or its registered assigns ("you" or "CRB"), I promise to pay the principal sum of _______, together with interest thereon commencing on the origination date at the rate of ________ per annum simple interest. I understand that references in this Promissory Note ("Note") to you will also include any registered transferee of this Note as described in clause 11 below. By completing and submitting my loan application, I am requesting a loan on the terms described in this Note. I understand and agree that when you receive my application and this signed Note you are not agreeing to lend me money and you have the right not to make a loan to me.

2. **Payments.** This Note is payable in _____ monthly installments of _______ each, consisting of principal and interest, commencing on ________________, and continuing on the same day of each successive month thereafter until the final payment date of ______________, which is the maturity date of this Note. If the monthly anniversary is on the 29th, 30th, or 31st of the month, and the following month does not have a 29th, 30th, or 31st day, the monthly payment will be due on the last day of the month in which the payment was due unless otherwise notified in writing. The final payment will consist of the then remaining principal, unpaid accrued interest and other charges due under this Note. All payments will be applied first to any unpaid fees incurred as a result of failed automated payments or returned bank drafts or checks, as provided in Section 4 below; then to any late charges then due; then to any interest then due; and then to principal. No unpaid interest or charges will be added to principal.

3. **Interest.** Periodic interest will be charged on unpaid principal until the full amount of principal has been paid. Interest under this Note will accrue on a daily basis on the unpaid principal balance (including my origination fee). Because of the accrual of interest on any late payments and the effect of rounding, my final payment may be more (or less) than my regular payment. I acknowledge that, if I make my payments after the scheduled due date, this Note will not amortize as originally scheduled, which may result in a substantially higher final payment amount. The interest rate I will pay will be the rate I will pay both before and after any default.

4. **Fees.** The following fees apply to you:

<table>
<thead>
<tr>
<th>Fee</th>
<th>Frequency</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Origination Fee of the</td>
<td>One time</td>
<td>This is a one-time, non-refundable fee that will be deducted from loan</td>
</tr>
<tr>
<td>Loan Amount</td>
<td></td>
<td>proceeds before they are delivered to me.</td>
</tr>
<tr>
<td>Late Payment Fee</td>
<td>Per occurrence</td>
<td>If I do not pay you the full amount of any monthly payment within 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>calendar days of its due date, you may charge me a late fee. Any payment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>received after 3:00 PM Pacific time on a business</td>
</tr>
<tr>
<td>amount/Per occurrence</td>
<td>day is deemed received on the next business day.</td>
<td></td>
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<tr>
<td>-----------------------</td>
<td>-------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>ACH Return or Check Refund Fee</td>
<td>$15 Per occurrence</td>
<td>If Automated Clearing House (&quot;ACH&quot;) transfers or checks are rejected or returned for any reason, or fail due to insufficient funds in my bank account, then you may charge this fee. Each attempt to collect a payment is considered a separate transaction, so an ACH return or check refund fee will be assessed for each failed attempt. I understand the bank that holds my bank account may assess its own fee in addition to the fee you assess.</td>
</tr>
</tbody>
</table>

I authorize you to collect these fees using ACH transfers initiated by you from my designated bank account if I have chosen this method of payment (see Section 5). Any fees you assess are immediately due. I acknowledge and agree that the origination fee is part of my loan principal.

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

5. **Method of Payment.** I agree to pay the principal, periodic interest and any fees on this Note when due. You have given me the choice of making my monthly payments by (i) an ACH or other electronic fund transfer from my bank account that I have authorized to automatically recur, (ii) by an ACH transfer initiated by me each month, or (ii) personal check by regular mail to Upstart Loan Operations, P.O. Box 1503, San Carlos, CA 94070 or any subsequent creditor that I am notified of. If I have completed an ACH bank transfer authorization, then you will automatically transfer my first payment in the amount specified in the authorization from my bank account, unless I cancel or modify this payment at least 3 business days before its scheduled date by contacting you, as described in Section 12, or your bank. If my ACH bank transfers are rejected or returned for any reason, I understand and agree that you may try to debit my account two more times. I also agree you may apply the ACH return/check refund fee described in Section 4, subject to applicable law, each time an ACH bank transfer is returned or rejected. I acknowledge that my bank may also charge a fee in addition to your fee and you are not responsible for any such fees. **All written communications concerning disputed amounts, including any check or other payment instrument that (i) is postdated and accompanied by adequate notice, (ii) indicates that the payment constitutes “payment in full” of the amount owed, (iii) is tendered with other conditions or limitations or (iv) is otherwise tendered as full satisfaction of a disputed amount, must be marked for special handling and mailed or delivered to us at Upstart Loan Operations, P.O. Box 1503, San Carlos, CA 94070.**

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

7. **Certification.** Unless I have certified to you otherwise, I agree that the proceeds of my loan will not be applied in whole or in part to postsecondary educational expenses (i.e., tuition, fees, required equipment or supplies, room and board, or other miscellaneous personal expenses incurred while I am studying) at a college/university/vocational school, as the term “postsecondary educational expenses” is defined in Bureau of Consumer Financial Protection Regulation Z, 12 C.F.R. § 1026.46(b)(3).

8. **Default and Remedies.** Subject to the limitations of applicable state law and any right to notice and to cure under applicable state law, I will be deemed in default (each, an "Event of Default") of my obligations...
under this Note if: (i) fail to pay timely any amount due under this Note; (ii) file or have instituted against me any bankruptcy or insolvency proceedings or make any assignment for the benefit of creditors; (iii) die; (iv) commit fraud or make any material misrepresentation in this Note or in my loan application; or (v) fail to abide by the terms of this Note. Upon the occurrence of an Event of Default, you may exercise all remedies available to you under applicable law, including demand that I immediately pay all amounts due under this Note. You reserve the right to report loan payment delinquencies of 30 days or longer to one or more consumer reporting agencies in accordance with applicable law. I acknowledge these may be reflected in my credit report. I agree to pay all costs of collecting any delinquent payments, including reasonable attorneys’ fees, to the greatest extent not prohibited by applicable law.

9. **Prepayments; Partial Payments; Forbearance.** I may prepay this Note in full or in part at any time without penalty. Any partial prepayment is to be applied against outstanding principal and does not postpone the due date of any subsequent monthly installments, unless you otherwise agree in writing. If I prepay this Note in part, I agree to continue to make regularly scheduled payments until all amounts due under this Note are paid. Further, I understand I may request forbearance in accordance with your reasonable procedures and requirements, and the decision to grant my request for forbearance shall be solely at your discretion. During any period of forbearance, my regularly scheduled payments of principal and interest on my loan may be deferred to the extent permitted by applicable law. Except as described above, I understand that I will remain responsible for all interest accruing during any period of forbearance. I understand that any periods of forbearance may increase my monthly payments during my loan term or, in limited cases, may extend my repayment period unless prohibited by applicable law.

10. **Waivers.** Even if, at a time when I am in default, you do not require me to pay immediately in full, you will still have the right to do so if I am in default at a later time. Neither your failure to exercise any of your rights, nor your delay in enforcing or exercising any of your rights, will waive those rights. Furthermore, if you waive any right under this Note on one occasion, that waiver will not operate as a waiver as to any other occasion. Subject to applicable laws, I waive presentment, notice of dishonor, protest and all other demands and notices in connection with the delivery, acceptance, performance or enforcement of this Note.

11. **Assignment.** I may not assign any of my obligations under this Note without your written permission. You do not have to give me your permission. I agree you may assign or transfer this Note, or any of your rights hereunder, to another person or entity without notice or consent from me. Upstart Network, Inc. (the “Registrar”) acting solely for this purpose as my irrevocably appointed agent, shall maintain at the Registrar’s offices located in the United States a copy of each assignment of, or participation in, this Note delivered to it and a register (the “Register”) for the recordation of the names and addresses of the original owner and assignees and participants, and the amounts of principal and interest owing to each from time to time pursuant to the terms of this Agreement. The Register may be in electronic form. I agree that the entries in the Register shall be conclusive, and I, the Registrar, you and all of assignees and participants shall treat each person whose name is recorded in the Register pursuant to these terms as the owner of such principal and interest payments for all purposes of this Note, notwithstanding notice to the contrary. The name of the owner in the Register shall be available to me upon written request to the Registrar as provided in Section 12, at any reasonable time and from time to time upon reasonable prior notice. This Section intended to result in this Note being at all times in “registered form” within the meaning of U.S. Treasury Regulations Section 1.871-14(c) and Sections 163(f), 871(h) and 881(c) of the Internal Revenue Code of 1986, as amended, and shall be interpreted and applied in a manner consistent therewith. Any fees and expenses of the Registrar for its services shall be charged to the registered owner of the loan and not to me. The Registrar acting solely for this purpose as my irrevocably appointed agent shall be entitled to be delivered and to receive on my behalf IRS Forms W-8 and W-9 and any successor forms or similar tax forms. Notwithstanding anything to the contrary herein, this Note and rights thereunder may be assigned, participated or otherwise transferred in whole or in part only by registration of such assignment, participation or transfer in the Register. Any assignment, participation or transfer of this Note or any rights thereunder shall be registered in the Register only upon delivery to the Registrar of a duly executed assignment or similar agreement in a form reasonably acceptable to the Registrar.

12. **Electronic Communications; Notices; Contacting You.** When I applied for a loan from you, I
expressly agreed to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that you provide in connection with this Note and Upstart Network, Inc.’s servicing of my payment obligations under this Note. All Communications given to me by email to my registered email address, or posted on www.upstart.com is deemed to have been duly given and effective upon transmission or when they were posted. I agree that you (including any other owner or servicer of my loan) may contact me for any lawful reason, including for the collection of amounts owed to you. No such contact will be deemed unsolicited. You may contact me at such addresses or numbers (including cell phone numbers and landlines) as I may provide to you from time to time and you may use any means of communication, including regular mail, electronic mail, telephone, text message or other technology, to reach me. I agree that you may use automatic dialing and announcing devices which may play recorded messages. I may contact you at any time to ask that you not contact me using any one or more methods or technologies. I acknowledge that communications from you may contain sensitive, confidential, and collections-related communications. If my information changes, such as my email address, my mailing address or my telephone number, I agree to notify you promptly of the change.

I can contact you by logging into www.upstart.com. I may contact you by emailing support@upstart.com, by calling (650) 204-1000 during your operating hours 9:00 AM Pacific time to 5:00 PM Pacific time, each Monday through Friday that are business days, or by writing via regular mail to Upstart Loan Operations, P.O. Box 1503, San Carlos, CA 94070.

13. Credit Inquiries, Loan Information; Inaccurate Information. I authorize you to obtain a credit report on me for any legal purpose in connection with this Note, including any update, extension of credit, review, or collection of this loan. If I request, you will tell me whether any credit report was requested, and if so, the name and address of the credit bureau furnishing the report. If I believe that you have information about me that is inaccurate or that you have reported or may report inaccurate information about me to a credit bureau, I will notify you of the specific information that I believe is inaccurate by writing to you at Upstart Loan Operations, P.O. Box 1503, San Carlos, CA 94070. In doing so, I will identify the inaccurate information and tell you why I believe it is incorrect. If I have a copy of the credit report that includes the inaccurate information, I will send a copy of that report to you as well.

14. Governing Law. This Note is governed by federal law and, to the extent not preempted by federal law, the laws of the State of New Jersey (without regard to internal principles of conflict of laws). You acknowledge and agree that this Note is made in the State of New Jersey and the laws of the State of New Jersey govern this loan.

15. Disputes; Arbitration. I HAVE READ THIS PROVISION CAREFULLY, AND UNDERSTAND THAT IT LIMITS MY RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND ME. I UNDERSTAND THAT I HAVE THE RIGHT TO REJECT THIS PROVISION, AS PROVIDED IN PARAGRAPH (ii) BELOW.

i. If I have an issue with your services, or a dispute arises between us, I agree to contact you first. Disputes between you and me regarding your services may be reported by contacting you as described in Section 12. If we are unable to resolve any dispute, except as expressly provided below, I agree that any Claim (defined below) will be, at either you or my election, submitted to and resolved on an individual basis by binding arbitration. Any such arbitration will be under the Federal Arbitration Act, 9 U.S.C. §§1 et seq. (the “FAA”) before the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules including the Supplementary Procedures for Consumer Related Disputes, in effect at the time the arbitration is brought (the “AAA Rules”), or before any other party that you and I agree to in writing, provided that such party must not have in place a formal or informal policy that is inconsistent with and purports to override the terms of this arbitration agreement. The AAA Rules are available online www.adr.org. The arbitration agreement in this Section 15 applies to any party named as a co-defendant with CRB in a Claim asserted by me, such as servicers or debt collectors.

For purposes of this Section 15: (x) any “Claim” means any claim, dispute or controversy relating to (1) this Note (including a dispute over the validity, enforceability, arbitrability or scope of this arbitration clause) or
any other agreement related to this Note or any of your services; (2) any relationship resulting from, or activities connected to, this Note; (3) any underwriting, servicing or collection activities under this Note; or (4) breach of this Note or any other such agreement, whether based on statute, contract, tort or any other legal theory, provided a Claim does not include any individual action brought by me in small claims court or my state’s equivalent court, unless such action is transferred, removed or appealed to a different court; and (y) the terms “CRB”, “you”, or “yours” include CRB, any other subsequent holder of your Note, and the officers, directors, and employees, and their affiliates, subsidiaries, and parents, and any officers, directors, and employees of such entities.

ii. I may reject the arbitration agreement provided in this Section 15 by mailing a signed rejection notice to the address provided in Section 12 within 30 calendar days of the date I provide this promissory note. I agree to include in any rejection notice my name, address, the e-mail address I registered on the Upstart platform, and my telephone number.

iii. Any state or federal court with jurisdiction and venue may enter an order enforcing the arbitration agreement provided in this Section 15, enter judgment upon the arbitrator’s award and/or take any action authorized under the FAA. For any arbitration-related proceedings in which courts are authorized to take action under the FAA, each party expressly consents to the non-exclusive jurisdiction of any state court of general jurisdiction or any state court of equity that is reasonably convenient to that party, provided that the parties to any such judicial proceeding will have the right to initiate such proceeding in a federal court or remove the proceeding to federal court if authorized to do so under applicable federal law.

iv. IF EITHER CRB OR I CHOOSE ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES, OR OTHERWISE TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN AN ACTION TO ENFORCE THE ARBITRATOR’S AWARD). FURTHER, I AGREE I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT CRB OR I WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. THE ARBITRATOR WILL HAVE NO AUTHORITY TO ARBITRATE CLAIMS ON A CLASS BASIS, AND CLAIMS BROUGHT BY OR AGAINST ME MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON. If I reside in the U.S., any arbitration hearing will take place within the federal judicial district in which I reside. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law or this Note gives a right to recover any of those fees from the other party. If my claim is for $10,000 or less I may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If my claim exceeds $10,000, the AAA Rules will determine the right to a hearing. All fees and expenses of the arbitrator and administrative fees and expenses of the arbitration will be paid by the parties as provided by the AAA Rules, to the extent applicable, or by specific ruling by the arbitrator, or by agreement of the parties. The arbitrator will have the authority to award in favor of the individual party seeking relief all remedies permitted by applicable substantive law, including compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), and attorneys’ fees and costs. In addition, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted in that party’s individual claim. Upon the timely request of either party, the arbitrator will write a brief explanation of the basis of his or her award. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrator’s fees, and attorney, expert and witness fees), to the extent such fees and expenses could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

v. The arbitration agreement in this Section 15 is made pursuant to a transaction involving interstate commerce and will be governed solely by the FAA, and not by any state law concerning arbitration
or otherwise. I understand that if I have a question about the American Arbitration Association, I can contact them as follows: American Arbitration Association, 1633 Broadway 10th Floor, New York, N.Y. 10019, 212-716-5800, www.adr.org.

vi. The arbitration agreement in this Section 15 will survive my full payment under my loan, CRB's assignment, sale or transfer of my loan, any bankruptcy or insolvency, any forbearance or modification granted pursuant to this Note, any cancellation or request for cancellation of this Note or any disbursements under this Note. If any part of this arbitration agreement (other than the class waiver in Section 15) is found to be invalid or unenforceable by a decision of a tribunal of competent jurisdiction, then such specific part or parts will be of no force and effect and will be severed, but the remainder of this arbitration agreement will continue in full force and effect. If the class waiver in Section 15 is determined to be invalid or unenforceable, then this entire arbitration agreement will be void and of no force or effect to any class actions.

16. NO WARRANTIES; LIMITATION ON LIABILITY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, I UNDERSTAND YOU HAVE MADE NO REPRESENTATIONS OR WARRANTIES TO ME, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL YOU BE LIABLE TO ME FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF I INFORM YOU OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, I UNDERSTAND YOU MAKE NO REPRESENTATION OR WARRANTY TO ME REGARDING THE EFFECT THAT THE AGREEMENT MAY HAVE UPON YOUR FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY.

17. Entire Agreement. The Upstart® application, the Upstart® Platform Agreement, and loan disclosures are incorporated into this Note by reference. This Note represents the entire agreement between CRB and me.

18. Miscellaneous. To the greatest extent not prohibited by applicable law, I am liable to you for your legal costs if you refer collection of my loan to a lawyer who is not your salaried employee. These costs may include reasonable attorneys’ fees as well as costs and expenses of any legal action. If a law that applies to my loan and sets maximum loan charges is finally interpreted so that the interest or other loan charges collected or to be collected in connection with my loan exceed the permitted limits then: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. You may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. No provision of this Note may be modified or limited except by a written agreement signed by both you and me. The unenforceability of any provision of this Note will not affect the enforceability or validity of any other provision of this Note.

19. Covered Military Borrowers. If I am a “covered borrower,” as defined under F.R. § 232.3(g)(1) the Military Lending Act, 10 U.S.C. § 987, as amended, I agree that (i) the provisions of Paragraph 15 (Disputes; Arbitration), (ii) any waiver of right to legal recourse under any state or federal law (including but not limited to the waiver of defenses under Paragraph 6 and the waiver of presentment, notice of dishonor, protest and all other demands and notices otherwise applicable under Paragraph 10), and (iii) any other provision in this Note that is not enforceable against me under the Military Lending Act, do not apply to me.

20. State Law Notices. Each of the following notices apply only to the residents of the states indicated. For purposes of this section only, “you” means the borrower and “us,” “we,” or “our” means Cross River Bank.

For California residents: As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.
For Iowa residents: **NOTICE TO CONSUMER:** 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

Iowa Residents only (on Loans in amounts greater than $20,000): **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU OR I MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

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

For Missouri residents: **Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) 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.**

For Nebraska residents: A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant or extension of credit, must be in writing to be effective.

For New Hampshire residents: **This Loan Agreement provides for reasonable attorneys’ fees to be awarded to us in an action against you involving this Loan 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 asserts 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.**

For New Jersey residents: **The section headings of the Note are a table of contents and not contract terms. 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, is void, unenforceable or inapplicable in New Jersey.**

For Utah residents: **As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.**

For Utah residents: **This written agreement is a final expression of the agreement between you and us and the written agreement may not be contradicted by evidence of any alleged oral agreement.**

If you have certified that you will use the loan proceeds for post-secondary education expenses (as defined in 12 C.F.R. § 1026.46 (b)(3)) the following notices apply:

- For Maine residents: You represent that you are at least 18 years of age and enrolled at least half time in an institution of higher education. You will notify us if you are no longer enrolled at least half time at an institution
of higher education

- For Nevada residents: **This loan is for study.**

* * *

By signing this Note electronically, I acknowledge that (i) have read and understand all terms and conditions of this Note, (ii) agree to the terms set forth herein, and (iii) acknowledge receipt of a completely filled-in copy of this Note. You understand this Note is executed in, and loan proceeds are distributed from, New Jersey.

**CAUTION – IT IS IMPORTANT THAT YOU READ THROUGH THE CONTRACT BEFORE YOU SIGN IT.**

**NOTICE TO CUSTOMER:** (1) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (3) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT.

Date: ______________

By: ____________________________________________________
   (Signed Electronically)

Last Updated: March 2, 2018