

SPRINGSTONE PARTICIPATING PROVIDER AGREEMENT

This Participating Provider Agreement (this "Agreement") is by and between Springstone Financial, LLC, a wholly owned subsidiary of LendingClub Corporation ("we", "us" or "our") and the healthcare provider(s) listed herein ("Provider", "you" or "your") who has signed this Agreement and sets forth the terms and conditions for the arrangement of financing by us and our lending partners for your patients or clients (each, a "Patient") to pay for or purchase certain health treatment and procedures and related goods (collectively, "Services") from you (the "Lending Club Patient Solutions Program").

Recitals

WHEREAS, you desire to offer Patients a convenient financing program to pay for the Services;

WHEREAS, we are in the business of facilitating financing to consumers for the purchase of healthcare goods and services and have relationships with financial institutions (collectively, "lending partners") that, through the Lending Club Patient Solutions Program, offer financing plans directly to consumers; and

WHEREAS, we manage the Lending Club Patient Solutions Program and you desire to be a participating provider in the Lending Club Patient Solutions Program on the terms and conditions set forth below.

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 statement, written or oral, made in connection with the subject matter of this Agreement and no prior agreement, representation, promise or statement not written in this Agreement will be binding upon you and us. If you are a new participant in the Program, this Agreement is effective upon our final approval of your application to participate in the Lending Club Patient Solutions Program. If you are an existing provider under the Lending Club Patient Solutions Program, this Agreement will be effective upon your execution, and once effective, its terms and conditions will apply to new transactions processed by you as well as transactions processed under any prior agreement replaced hereby.

2. Processing Applications.

(a) You have the authority to refer Patients to us for participation in the Lending Club Patient Solutions Program and each such Patient may submit an application either directly with us or, on the terms and conditions set forth in this Agreement, indirectly through your assistance at your offices via the Internet (a "Lending Club Patient Solutions Application" and each such Patient for whom you choose to process and submit a Lending Club Patient Solutions Application to us, a "Patient Applicant"). If you offer more than one financing plan under the Lending Club Patient Solutions Program, you agree to advise the Patient of all such plans and the Patient may select the plan of their choice. Our lending partners may approve or decline any Lending Club Patient Solutions Application in their sole discretion.

(b) You will accept and process Lending Club Patient Solutions Applications from Patient Applicants in accordance with this Agreement, the operating procedures of the Lending Club Patient Solutions Program (available by logging on to the Online Practice Center section of our website located at www.lendingclub.com/providers) that we and our lending partners communicate to you and update from time to time (collectively, the "Operating Procedures") and our instructions or procedures that we communicate to you and update from time to time (together with the Operating Procedures, collectively, the "Lending Club Patient Solutions Program Procedures"). The Operating Procedures contain additional information and obligations concerning your participation in the Lending Club Patient Solutions Program, including requirements about (i) Patient eligibility, (ii) Lending Club Patient Solutions Application disclosures and processing including, without limitation, your verification of the identity of the Patient Applicant and that the Lending Club Patient Solutions Application was actually made and agreed to by each person identified as the applicant, (iii) processing transactions, (iv) Patient refunds and (v) marketing and advertising. **You acknowledge that prior to submitting the first application you agree to read the Lending Club Patient Solutions Program Procedures, which are incorporated by reference herein and are an integral part of this Agreement, and can be accessed through the Online Practice Center.**

(c) 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 Patients. 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.

(d) If Services are desired by a Patient Applicant, you will (i) collect the information for the Lending Club Patient Solutions Application in accordance with this Agreement and our Lending Club Patient Solutions Program Procedures, (ii) require the Patient Applicant to complete the Lending Club Patient Solutions Application and any related documents from us or our lending partners that we will provide and (iii) give to the Patient Applicant at the time the Lending Club Patient Solutions Application that is submitted and all documentation we may reasonably request including, without limitation, the terms and conditions and privacy policy that applies to the Patient Applicant's financing plan under the Lending Club Patient Solutions Program.

(e) You agree not to process any Lending Club Patient Solutions Application from a Patient Applicant who is under duress which, for purposes of this Agreement includes, without limitation, any Patient Applicant who is under general sedation, medicated or in a heightened state of discomfort.

3. Completion of Transaction Document and Purchase of Services.

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

(b) You will not discriminate against Patients by adding an extra or special charge, including without limitation, the amount of any practice fees payable by you to us, to the normal price of the Services when a purchase is made using the Lending Club Patient Solutions Program.

4. Presentment of Transaction Documents.

(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 Patient and the charges are for your out-of-pocket costs incurred or Services actually started within thirty (30) calendar days of Lending Club Patient Solutions funding the Transaction Document. For purposes of this Agreement, Services are started upon your commencement of delivery of Services under the Patient's treatment plan.

(b) Contemporaneous Submission of Application and Transaction Document. You agree to require all prospective Patients and Patient Applicants to submit a Lending Club Patient Solutions Application directly to us in those instances where a related Transaction Document for Services exceeding one thousand (\$1,000) dollars will be submitted to us during the three (3) calendar day period immediately following the date of such Lending Club Patient Solutions Application. This requirement will not apply if either (i) the Patient had a Lending Club Patient Solutions Program account for more than three (3) calendar days prior to the date of the related Transaction Document or (ii) we receive the Transaction Document more than three (3) calendar days after the date of the related Lending Club Patient Solutions Application.

(c) Refunds. You acknowledge and agree that, if you do not comply with the foregoing requirements in this paragraph 4, the Patient or Patient Applicant will have a right to request an account refund for the full amount of the Services even if the Services were performed by you. We also may refuse to accept, or having accepted, may revoke acceptance of any Transaction Document presented by you. In addition, if a Patient does not use the financing under the Lending Club Patient Solutions Program or if the Services are not provided or performed in full or in part after our funding of the Transaction Document, you acknowledge and agree that a Patient has a right to request a refund. Upon the occurrence of any refund request under this paragraph 4(c), you agree to return the amounts funded under the Transaction Document to us as a credit to the Patient's account within ten (10) business days less that certain portion of the practice fee to be credited to you calculated on a pro rata basis.

5. Our Payments to You. We will pay you the amount for any Services financed through the Lending Club Patient Solutions Program in accordance with this Agreement and the Lending Club Patient Solutions Procedures less the applicable practice fee as provided in paragraph 6 below. We also reserve the right to deduct any credits or any other amounts owed to us or any of our affiliates or lending partners. 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 accepted provided, however, that we reserve the right to inspect Transaction Documents before funding.

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

7. ACH Authorization for Direct Deposits and Direct Debits.

(a) You authorize us to automatically deposit amounts that we may owe you. Upon prior notice to you, you authorize us to withdraw any deposit amounts made in error. Such credit and debit entries will be to the bank account identified by you in connection with your registration for the Lending Club Patient Solutions Program.

(b) The authorizations set forth in subparagraph 7(a) above will remain in effect until the earlier of the date on which no balances remain on any Patient account established under the Lending Club Patient Solutions 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 and the bank or other financial institution reasonable opportunity to act on it.

8. Fair Refund/Exchange Policy. You agree to establish and maintain a fair, uniform and legally compliant policy for exchange, cancellation and/or return of Services sold under the Lending Club Patient Solutions Program and to give credit upon each such return for the benefit of the Patient. You will design such policy in a manner that it can reasonably expected to be easily understood by the average Patient (it being agreed that any such policy that precludes reimbursement under any circumstance for services not rendered is deemed unreasonable) and ensure the refunds, exchanges and returns are processed promptly. You acknowledge and agree that the Patient will have a right to request an account refund for the amount of Services that were not performed. Upon the occurrence of any refund request, you agree to return the amounts owed to us as a credit to the Patient's account within ten (10) business days less that certain portion of the practice fee to be credited to you calculated on a pro rata basis. For the avoidance of any doubt, neither we nor our lending partners will attempt to collect repayment from you for amounts owed by any Patient.

9. Representations and Warranties.

(a) As to each Lending Club Patient Solutions Application, Lending Club Patient Solutions Program account, Transaction Document and each transaction evidenced thereby, you represent and warrant to us the following: (i) the information set forth on each Lending Club Patient Solutions Application is accurate and correct as provided by the Patient Applicant to you and each Lending Club Patient Solutions Application has been completed in compliance with this Agreement and the Lending Club Patient Solutions Program Procedures, (ii) that the Services are fit and merchantable for their intended purpose (if applicable), have been delivered into the possession of the Patient and any Services so described have been performed in a proper manner consistent with customary industry standards, (iii) 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 Lending Club Patient Solutions Program Procedures, (iv) that the transaction is, in all respects, in compliance with this Agreement, the Lending Club Patient Solutions Program Procedures and applicable law, and true completed copies of the Lending Club Patient Solutions Program documents and Transaction Document were given to the Patient at the time of the transaction, (v) 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 Lending Club Patient Solutions Program documents as against the named Patient, (vi) that you have properly and fully completed all forms pursuant to the Lending Club Patient Solutions Program Procedures and (vii) that the Patient 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 Patients and Patient Applicants, as the case may be, you represent and warrant to us the following: (i) that you have complied with the provisions of all applicable law, including, but not limited to, the Fair Credit Reporting Act, all applicable fair lending laws and regulations, the Federal Equal Credit Opportunity Act, as amended, all state law counterparts of them, and all applicable regulations promulgated under any of them, including, without limitation, any provisions requiring adverse action notification to any individual, (ii) that you will not complete a Lending Club Patient Solutions Application via telephone on behalf of an Applicant, (iii) that you will not offer cash back programs or vouchers in conjunction with purchases made by a Patient, (iv) that you have not increased the purchase price or cost of financing the Services financed under the Lending Club Patient Solutions Program or taken any other adverse action against a Patient or Patient Applicant because either is a member of a protected class, as defined by applicable law, or has chosen to use the Lending Club Patient Solutions Program to finance the purchase, (v) that you are the provider of the Services and you will only present Transaction Documents to us in connection with the sale of Services made directly by you and (vi) that you agree that in no event shall you submit information about a Patient or Patient Applicant to us if such information would allow us to ascertain the medical diagnosis or treatment of such Patient or Patient Applicant.

(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 party.

10. Patient 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 and/or our lending partners in response to a Patient'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 Patient or other person that arises out of your conduct, the conduct of any of your employees or agents or the use of any equipment in connection with the Services.

11. Professional Licenses. You possess, and agree to maintain during the term of this Agreement, the necessary and proper licenses to engage in the medical or health related 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 under any applicable licensing requirements and all equipment used by you or any such other person is approved by each and every agency that has the authority or discretion to render each such approval.

12. Lending Club Patient Solutions Program Training. You will ensure those employees, contractors, agents, representatives and other personnel in your office or otherwise assisting in the conducting of your business (or of any service provider or third party vendor of yours, as applicable) take and pass the Lending Club Patient Solutions Program training and receive official certification by us based on successful completion of 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 Lending Club Patient Solutions Program with, or on behalf of, a Patient or Patient Applicant.

13. Ownership of the Lending Club Patient Solutions Program. You shall not secure any title to or other ownership interest in any elements of the Lending Club Patient Solutions Program by virtue of this Agreement. You acknowledge and agree that the Lending Club Patient Solutions Program is the exclusive property of our lending partners and us, as the case may be, and that all of the elements of the Lending Club Patient Solutions Program, including the accounts created thereunder, account lists, our Lending Club Patient Solutions Program Procedures, written specifications, training materials, programs, systems and screens, and all documentation and materials relating thereto constitute trade secrets, which are the exclusive property of our lending partners and us. You agree to use the elements of the Lending Club Patient Solutions Program and information about the Lending Club Patient Solutions Program only for the purpose of enabling you to use the Lending Club Patient Solutions 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. Use of Your Marks for Billing and Collections Purposes. You hereby grant us and our lending partners and our and their respective successors and assigns a nonexclusive right and license to reference the trade names and trademarks (collectively, "Marks") that you use in conducting your business for the administration and operation of the Lending Club Patient Solutions Program (particularly as it relates to billing and collection activities) 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 the rights to use the Marks in connection with the Lending Club Patient Solutions Program set forth in this Agreement. We agree that nothing herein shall give us 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 the sole property of yours. 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.

15. Right to Use Our Lending Club Patient Solutions Program Materials. During the Term of this Agreement, we hereby grant to you a nonexclusive, nontransferable right to use materials created or provided by us to you for use in connection with the Lending Club Patient Solutions Program and any other materials that are copyrighted or capable of being copyrighted by us ("Lending Club Patient Solutions 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 Lending Club Patient Solutions Provided Materials, including, but not limited to, any change in text, graphics, color, size or position, (ii) you will not use or disclose the Lending Club Patient Solutions Provided Materials, in whole or in part, for the purpose of offering a product that competes with Lending Club Patient Solutions, (iii) you will use the Lending Club Patient Solutions Provided Materials in the manner specified by us in the Lending Club Patient Solutions Program Procedures or as otherwise agreed to by the parties in writing, and (iv) we retain all rights, title and interests in and to the Lending Club Patient Solutions Provided Materials. The Lending Club Patient Solutions Provided Materials are the sole property of ours and any and all uses by you of the Lending Club Patient Solutions Provided Materials shall inure to our benefit. Any rights to the Lending Club Patient Solutions Provided Materials are limited to the express terms of the license in this paragraph 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 Lending Club Patient Solutions Provided Materials. No other rights to the Lending Club Patient Solutions Provided Materials, express or implied, are granted by virtue of this Agreement.

16. Patient Information. You represent and warrant that you maintain patient records in accordance with the information security and privacy provisions of 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"). You further represent and warrant that you will (a) treat any Lending Club Patient Solutions Application and/or any information that you receive in conjunction with a Lending Club Patient Solutions 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 Lending Club Patient Solutions 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"), as applicable and (b) maintain such PHI and/or CPI in a manner compliant with the information security and privacy provisions of HIPAA and/or the applicable laws and regulations related to CPI, including but not limited to, ensuring that CPI is not shared, disclosed or allowed to be accessed for any reason not directly related to your participation in the Lending Club Patient Solutions Program. Finally, you represent and warrant that you have, and will continue to have for so long as you retain PHI and/or CPI of Patients participating in the Lending Club Patient Solutions Program, adequate

administrative, technical and physical safeguards to (i) ensure the security and confidentiality of patient 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 Patient. 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 CPI upon termination of this Agreement and your participation in the Lending Club Patient Solutions Program. The provisions of this paragraph 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 Lending Club Patient Solutions 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 Lending Club Patient Solutions Program, CPI, Lending Club Patient Solutions 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 Lending Club Patient Solutions Program. Except, you may disclose such information to the extent disclosure is required by applicable law, or is necessary for the performance of the Lending Club Patient Solutions Program provided that (i) prior to disclosing any confidential information to any third party, you will give notice to our lending partners 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 Lending Club Patient Solutions Program with any governmental authority or agency, you will consult with each of our lending partners, as applicable, with respect to such filing and shall redact such portions which each of our lending partners, as applicable, requests be redacted, unless, in your reasonable judgment, based on the advice of its counsel (which advice shall have been discussed with our lending partner’s counsel), you conclude that such request is inconsistent with your obligations under applicable law.

(b) Except as to CPI (to which the confidentiality obligations of this paragraph 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 itself, without breach of any obligation of confidentiality or secrecy owed to our lending partner 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, as the case may be, any of our lending partners.

(c) You acknowledge that any breach of these confidentiality provisions by it will result in irreparable damage to our lending partners 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 or any of our lending partners.

(d) You shall establish commercially reasonable controls to ensure the confidentiality of account holder information under the Lending Club Patient Solutions Program and other Confidential Information and to ensure that account holder 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 account holder and other Confidential Information, (ii) protect against any threats or hazards to the security and integrity of account holder and other Confidential Information and (iii) protect against any unauthorized access to or use of account holder and other Confidential Information. You shall notify us in the event you believe or have reason to believe that either confidentiality or security breach or any other unauthorized intrusion has occurred with respect to account holder information, shall estimate the intrusion’s effect and shall specify the corrective action taken by you.

(e) Upon termination of your participation in the Lending Club Patient Solutions Program, you will take appropriate measures to properly dispose of, destroy and remove from its systems the Patient account holder’s CPI (whether obtained from our lending partners or us), including without limitation, any and all records regarding account holders 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 the activities conducted by you in connection with this Agreement and the Lending Club Patient Solutions Program for a minimum of seven (7) years (or such other time period we notify you of) after their creation. We, together with our lending partners and our respective duly authorized agents, representatives and employees, and federal and state regulatory agencies which supervise us or our lending partners, 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, reports, files and related materials in connection with this Agreement and the Lending Club Patient Solutions 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 promotion of the Lending Club Patient Solutions Program through anonymous requests to open or use accounts under the Lending Club Patient Solutions 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 Patient data relating to the Lending Club Patient Solutions Program to ensure that the Lending Club Patient Solutions 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. 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 their officers, directors, employees and agents 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 nonfulfillment, breach or default by you of any representation, warranty covenant, agreement, term or condition in this Agreement, (ii) the gross negligence or willful misconduct by you in the performance of your obligations under this Agreement, (iii) any malpractice claim, suit or any other similar action with respect to the Services provided by you or the advertising or promotion involving such treatment, products or services, (iv) any chargeback to us based on action or inaction by you or relating to Services provided or contemplated as being provided by you under the Lending Club Patient Solutions Program or based on the Lending Club Patient Solutions Procedures and (v) caused by circumstances relating to you that create harm to or loss of goodwill to us, our lending partners 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 paragraph 19 except to the extent that Indemnifying Party is materially prejudiced as a result of such failure. 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 sufficient insurance coverage to reasonably protect us from any and all liabilities for which you have agreed to indemnify us and hold us harmless.

22. Term and Termination.

(a) Term. This Agreement shall be effective on the date the Agreement becomes effective pursuant to paragraph 1 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 Patients accounts under the Lending Club Patient Solutions Program established prior to the effective termination date (by way of example, processing of refunds), (iii) without limiting the provisions of clause (iv), 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 (v) we and our lending partners may use your name and marks for purposes of liquidating, administering or collecting on amounts owed by Patients. In the event that we have provided any print materials, equipment or other items to you in connection with the Lending Club Patient Solutions 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 paragraph 22 and, without limiting the foregoing, paragraphs 4, 5, 6, 7, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 27, 29, 30, 31, 32, 33, 34, 36, 37, 38, 40 and 42 will survive termination of this Agreement.

24. Suspension of Processing. If you fail or refuse to pay any amounts owed to us under this Agreement after our demand or if you are otherwise in breach of or default under any representation, warranty, covenant, term or condition of 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, 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 lending partners have certain requirements under the U.S.A. Patriot Act with which we must comply before opening an Account for a patient or client. Since you have initial contact with the patient or client, you agree to assist us in complying with the U.S.A. Patriot Act. Such assistance may include, but not be limited to, providing a disclosure as provided by us to the Patient before he/she applies to open a Lending Club Patient Solutions Account with us and verifying Patient's identity including, but not limited to, full name, physical address, date of birth or taxpayer identification number upon our request and in the manner we reasonably request.

27. Notices.

(a) 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 in the Online Practice Center section. 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 Online Practice Center. For the purposes of this paragraph 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: Lending Club Patient Solutions Attn: President, 1700 West Park Drive, Suite 310, Westborough, MA 01581, with a copy which shall not constitute notice to LendingClub Corporation, Attn: General Counsel, 71 Stevenson Street, Suite 300, San Francisco, CA 94105. Notices to you shall be sent to your mailing address, facsimile number or email address that you or your professional staff have 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 at the address listed on the signature page to this Agreement or (ii) any other marketing channel including but, not limited to, USPS mail, email or telephone.

(b) Throughout this Agreement, reference is made to our Lending Club Patient Solutions Program Procedures. Notwithstanding the above provisions regarding notice, you agree that we may post our Lending Club Patient Solutions Program Procedures on our website in the Online Practice Center section and that doing such will constitute notice to you of such Lending Club Patient Solutions 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 Lending Club Patient Solutions Program Procedures. The Lending Club Patient Solutions Program Procedures are available by logging on to the Online Practice Center section of our website located at www.lendingclub.com/providers, 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 Lending Club Patient Solutions account or matters related to your relationship with us, our partner banks, your Patients 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 have 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 written consent. You agree that we may at our sole discretion assign this Agreement to any party or affiliate, including, but not limited to, our affiliate, LendingClub Corporation, upon notice to you of such assignment, as well as to any entity that acquires the portion of Lending Club Patient Solutions' business that operates the Lending Club Patient Solutions Program, or transfer or securitize all or any portion of the patient 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 Lending Club Patient Solutions Program. We may modify this Agreement by providing prior notice to you, and we and our lending partners also have sole authority to prescribe the documentation requirements and the terms and conditions of the Lending Club Patient Solutions Program. Our lending partners may amend or modify any of the foregoing at any time in their sole discretion without notice to you. Your continued submission of Transaction Documents or Lending Club Patient Solutions 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 Lending Club Patient Solutions Application or Transaction Document received by us 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 Lending Club Patient Solutions Program, you will take reasonable steps to ensure they no longer have access to any PHI and CPI 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 and Venue. 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 Delaware, 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 PARAGRAPH 37.

38. Dispute Resolution. 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, or any other claim relating to either party's performance or nonperformance of this Agreement, shall be subject to mandatory, binding arbitration under the authority of the American Arbitration Association, which can be contacted via their mailing address at 1101 Laurel Oak Road, Suite 100,

Voorhees, NJ 08043, by telephone at (877) 495-4185 or by www.adr.org. The arbitration shall be conducted using the Commercial Arbitration Rules. 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 Boston, Massachusetts. 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. 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. 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. Facsimile and Electronic Signatures. This Agreement may be executed by facsimile or other enforceable electronic signature which shall be deemed an original.

40. No Third Party Rights. Unless stated herein with respect to our lending partners, 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 our lending partners 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. Entire Agreement. This Agreement, including the Lending Club Patient Solutions Program Procedures and your registration for participation in the Lending Club Patient Solutions 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, the Lending Club Patient Solutions Program Procedures and your registration, 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.

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 Practice (DBA)

Signature of Owner/Officer/Partner/LLC Manager

Date

Signer First Name

Signer Last Name

Contact Person Responsible for Financing:

Contact First Name

Contact Last Name

Contact Email Address

Place of Business/Street Address Line 1

Street Address Line 2 (Optional)

City

ZIP

State

Office Phone Number

Business Structure Information (combined ownership below must total at least 60% of the business):

Business Structure (e.g., Sole Proprietorship, LLC, etc.)

Owner Name

% Ownership

Owner Name

% Ownership

Owner Name

% Ownership

Owner Name

% Ownership

Owner Name

% Ownership

Primary Owner Phone

Primary Owner Email