

Electronic Disclosures and Communications Consent and Agreement ("E-Sign Agreement")

Please read this Electronic Disclosures and Communications Consent and Agreement ("E-Sign Agreement") carefully and keep a copy for your records.

This E-Sign Agreement covers and applies to all of your accounts, products and services with LendingClub Bank (the "Bank"), whether offered through a website, software application, email, messaging services (including text messages) or otherwise, obtained currently and in the future. This document consists of (1) a required disclosure and (2) a service agreement. Even though the Bank may provide Communications to you electronically, the Bank may, in its sole discretion, also provide Communications to you in paper form and require you to return Communications in paper form. Any Communications sent in paper form will be sent to the address we have on file as further described in your account documents.

Communications You Will Receive Electronically. By providing your consent under this E-Sign Agreement, you agree that the Bank will provide you with Communications in electronic form. Communications include, but are not limited to, disclosures, notices, agreements, fee schedules, statements, records, forms, documents or other information the Bank is required to or desires to deliver to you. This includes amendments or modifications to any of the foregoing.

Paper Copy of Communications. If you require a paper copy of a Communication, please sign in to your LendingClub Online Banking or Mobile App (your "Online Profile") or visit lendingclub.com and print the desired Communication. If the specific Communication is not available in your Online Profile or at lendingclub.com, please visit our Contact Us page where you will find our phone number and mailing address, as well as our hours of operation.

Withdrawing Your Consent. If you later decide you do not want to receive the Communications electronically, you may withdraw your consent by visiting our Contact Us page or contacting our Customer Service department.

If you withdraw your consent, however, some products and services may no longer be available and some products, including deposit accounts, maybe closed.

Additionally, you may not be able to request an additional credit product or deposit product from us, and you may be ineligible to obtain additional services or continue using certain services available through an online banking or mobile app platform.

If you withdraw consent while you have a pending application or other request for a credit product or deposit account, we may terminate the application and remove it from our system.

Updating Your Contact Information. It is your responsibility to provide us with a true, accurate and complete email address, contact information, and any other information needed to contact you electronically. To update your electronic address, visit our Contact Us page or update your information within Online Banking. You agree to promptly notify us when you change your email or other electronic address.

System Requirements to Access the Communications. To receive requested Communications electronically, you must have the following equipment and software: access to the internet; an email account and related software capable of receiving email through the internet; supported web browsing software (the most recent version of Google Chrome, Mozilla Firefox, Microsoft Edge, or Apple Safari); software that allows you to view and print or save PDF documents, such as Adobe Reader or similar software; hardware capable of running the software described above; and a printer or long-term storage device that allows you to print or save electronic Communications for future reference.

Additional Mobile Technology Requirements. If you are obtaining an account, product or service electronically via a mobile or handheld device (such as a smart phone or tablet), in addition to the above requirements you must have software on your device that allows you to print and save the Communications presented to you. This software can typically be found in the device's respective "app store." If you do not have these capabilities on your device, please obtain the account, product or service through a device that provides these capabilities.

Retaining the Communications. You should print or download, for your records, a copy of this document and any other Communications that are important to you.

Systems Enhancements. If the form of the Communications changes as to require different or additional hardware or software, or upgrades, plug-ins or enhancements to the hardware or software used by you (all such changes referred to as a "Systems Enhancement"), the Bank will notify you and you may either terminate the Service or upgrade your hardware and/or software as required by the Systems Enhancement.

Consent. By providing consent to this E-Sign Agreement, you give your affirmative consent to the Bank to provide electronic Communications to you. You further confirm that you have the hardware and software described above, that you are able to receive and review electronic materials, and that you have provided us with a current, valid email address to which we may deliver electronic Communications.