

under this Note if I: (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