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June 11, 2021

VIA E-MAIL

The Honorable James E. Clyburn
Chairman
Select Subcommittee on the Coronavirus Crisis
U.S. House of Representatives
2157 Rayburn House Office Building
Washington, D.C. 20515

Dear Chairman Clyburn,

On behalf of BlueVine Inc., (“BlueVine,” or “the Company”), we write in response to your letter dated May 27, 2021 (“the Letter”), in which you requested certain documents and information. BlueVine appreciates the importance of the Select Subcommittee on the Coronavirus Crisis’ (“the Subcommittee”) inquiry into waste, fraud, and abuse in the Paycheck Protection Program (“PPP”) and, as discussed with your staff, is committed to assisting the Subcommittee in its inquiry.

As part of its commitment to empowering small businesses by facilitating access to financing and providing innovative and customized banking solutions, BlueVine assisted in providing emergency Paycheck Protection Program (“PPP”) funds to qualified small businesses that were devastated by the pandemic. We have provided herein certain information as an initial response to the Subcommittee’s requests as we continue to gather additional requested information and material. As discussed with your staff, we will supplement this response with additional responsive material on a rolling basis.

BlueVine

BlueVine is a private financial technology company founded in 2013 and headquartered in Redwood City, California. Since its inception, BlueVine has been dedicated to serving the financial needs of small businesses by providing them with critical financial services through its banking and lending partners.

Banking services and financing offered by traditional financial institutions often are not available to, or do not meet the needs of, small businesses and their owners. Many small

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businesses are simply underserved by traditional financial institutions in terms of general accessibility. Additionally, many products offered by traditional financial institutions do not meet the needs of many small businesses because of minimum balance requirements, transaction and overdraft fees, and the inability to fully transact remotely.

BlueVine's "all-in-one" digital platform is tailored to help small businesses address their banking, lending, and payment needs through products such as business checking accounts, lines of credit, and invoice financing. To suit small business' needs and challenges, BlueVine's business checking account has no monthly fees or minimum balance requirements and offers unlimited transactions. BlueVine's lending products provide small businesses with access to capital for their ongoing business needs and growth. More information about BlueVine's various products for small businesses can be found here: <https://www.bluevine.com>.

Since its founding, BlueVine is proud to have assisted tens of thousands of small businesses and their owners with financing and banking products to help them achieve their cash management and financial goals.

BlueVine's Compliance System

It is important to emphasize that although BlueVine is not a bank, the Company does not operate in a regulatory void and maintains a robust compliance management system, which includes comprehensive regulatory and risk processes and procedures. BlueVine's risk and compliance teams are staffed by experienced personnel from the banking and financial technology industries.

As a third-party provider to banks and lenders, and by virtue of those contractual relationships, BlueVine is obligated to adhere to its partners' applicable regulatory requirements and frameworks which are guided by, among other things, Federal Deposit Insurance Corporation ("FDIC") guidelines for third-party bank providers and other relevant regulatory requirements, including but not limited to privacy protections and the Equal Credit Opportunity Act. This includes comprehensive monitoring, oversight, and audits by its bank partners. In addition, pursuant to its contractual obligations with its bank partners, BlueVine has implemented robust compliance policies and procedures related to the Bank Secrecy Act ("BSA") and its implementing regulations, including Anti-money Laundering ("AML"), Know Your Customer ("KYC") and Know Your Business ("KYB") requirements, OFAC screening, and beneficial ownership requirements. This involves, among other things, recognizing and reporting questionable or suspicious activity to its bank partners and assisting in any fraud investigations the banks may initiate. Ultimately, however, under the BSA, fraud reporting,

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including the ultimate determination as to whether to file a Suspicious Activity Report (“SAR”), rests solely with the bank. It also is important to underscore that BlueVine’s bank partners regularly review and approve BlueVine’s compliance and risk policies and procedures, and can direct BlueVine to make changes in these policies, including any underwriting policies, both before engaging BlueVine to provide third-party services and throughout the course of the business relationship.

BlueVine’s Participation in the Paycheck Protection Program

The bipartisan Paycheck Protection Program, which was created by the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) along with other programs, was intended to provide relief to small businesses so that they could stay open and keep their employees on payroll during the COVID-19 pandemic. These PPP loans were fully guaranteed by the Small Business Administration (“SBA”) for eligible businesses and 100 percent of the loan could be forgiven if the loan proceeds were used for eligible business expenses, such as payroll, continuation of employee health benefits, rent, and utilities. Because of these features, the program generated intense interest among all kinds of businesses, but specifically from the owners of small businesses and sole proprietorships that were experiencing severe economic difficulty during the pandemic.

Initially, as the Subcommittee is aware, the PPP was subject to some criticism for failing to prioritize assistance to small businesses and underserved communities and for its confusing requirements. For instance, many small businesses and sole proprietorships without established traditional banking relationships had difficulty accessing PPP funds in the first round of funding (“Round One”) as some larger banks elected to first focus on processing PPP applications for those businesses that were already bank customers. Further, the eligibility requirements established by the CARES Act and its implementing regulations and guidance were different from the criteria that borrowers typically are required to meet in a commercial banking/loan context, in light of the program’s intent to provide eligible businesses with widespread access to quick relief and also due to the program’s focus on payroll expenses. These significant deviations from a traditional lending environment, and the fact that guidance from the SBA to applicants and participating lenders (and third-party providers) was revised and updated frequently over the course of the PPP rounds, created significant hurdles for all involved in the PPP program. This all occurred against the backdrop of a global pandemic.

The stated goals of the PPP compelled the government and its industry partners to swiftly provide access to capital and liquidity to as many small businesses as possible, thereby allowing their employees to weather the pandemic and the associated economic challenges. As

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BlueVine's mission and core business prior to the pandemic focused on the needs of small businesses and sole proprietorships, which are often underserved and do not have access to traditional banking relationships, the Company worked tirelessly to assist them in navigating the PPP process. In addition, BlueVine's online platform allowed for tremendous reach to these businesses at a time when doing business in person or through typical processes was constrained by the pandemic.

BlueVine's Role as a Service Provider in the PPP

For PPP, BlueVine was retained to provide services to two banks, Cross River Bank and Celtic Bank Corporation (which in turn served as the direct SBA lenders). As a service provider, BlueVine verified, processed, and supported PPP loan applications on behalf of its bank partners in both PPP Round One and in the second round ("Round Two").¹ In this role, BlueVine was responsible for (1) creating, enhancing, and revising an online dashboard through which it collected applications of small businesses; (2) verifying the identity of the applicants and their owner or owners, including through AML, KYC, and KYB processes; (3) processing and reviewing the documents and attestations provided by PPP applicants to determine whether the applicant had satisfied the PPP's requirements; (4) providing customer support to applicants via email, phone, and/or social media; (5) creating various educational materials for PPP applicants relating to eligibility, rights and obligations, SBA guidance updates, forgiveness, eligibility periods, and required documentation, among other topics; and (6) assisting with providing forgiveness services, if applicable. Assuming an applicant met the requirements based on the materials provided, and that BlueVine's verification and processes were also satisfied, BlueVine then forwarded the application by an Application Programming Interface ("API") to one of its partner banks.

Once the application left BlueVine and was in the hands of the partner banks, the SBA lender banks submitted the application to the SBA for a final review and determination. Because the SBA had visibility into all applications submitted by all PPP participating lenders, the SBA was able to conduct certain reviews for PPP eligibility or potentially fraudulent activity (such as duplicative applications through different banks and service providers) that banks and/or service providers, like BlueVine, could not. Once SBA's review was complete, SBA issued a number to the lender and the applicant needed to execute a note with the lender (here, Celtic Bank or Cross

¹ Near the beginning of PPP Round Two, BlueVine considered participating as a lender and funded/originated six PPP loans as a trial to ensure that its processes were prepared. Ultimately, however, BlueVine acted only as a service provider for both bank lenders, as it had in PPP Round One.

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River Bank) and complete any other lender-requested documentation, all of which took place on the BlueVine platform. The lender then reviewed the executed notes and other documentation and distributed the funds to the financial institution designated by the applicant. If SBA rejected the application, that determination was sent to the participating lender.

BlueVine Technology and Review Processes

Throughout the program, BlueVine used its advanced technology for verification and processing of applications. In addition, given the complexity of the program, the changing guidelines, and the significant confusion on the part of PPP applicants, BlueVine personnel also worked directly on a significant portion of the applications funded by the SBA, via a manual review of the documents provided by applicants, staff work to verify the identity of the applicant, customer support and interaction to help applicants navigate the process, or a combination of these tasks. While this review process is labor intensive, BlueVine and its employees took very seriously their commitment to compliance and their mission of helping small businesses. It was an all-hands effort and the Company worked around the clock to support the program and assure access to capital for eligible businesses. To that end, of the approximate 1.67 million applications that were submitted to BlueVine as part of the PPP, only approximately 22 percent were ultimately approved and funded.² The fact that, after diligent review and processing of these applications, BlueVine rejected a significant portion of the applications it received reflects BlueVine's dedication to compliance.

BlueVine successfully carried out the mission of the PPP to provide relief to small businesses impacted by the pandemic. Over the course of its participation in the program, BlueVine was able to help more than 300,000 small businesses receive \$8.9 billion in PPP loans, approximately 75 percent of which were sole proprietorships.

Again, BlueVine is committed to assisting the Subcommittee in its investigation and appreciates the conversation we have had with your staff. We expect to supplement this response with additional information in a rolling production in the near future.

² The term "applications" includes all completions of the application flow including, but not limited to, applications where an applicant did not complete assigned tasks (and were therefore rejected), an applicant elected not to fund its approved loan, or was otherwise rejected.

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Production of this information is not intended to constitute a waiver of the attorney-client, attorney work product, or any other applicable rights or privileges in this or any other forum. BlueVine expressly reserves its rights in this regard. Information and data produced in connection with this inquiry may also contain material non-public information that should be kept confidential. Notwithstanding our request that such information be kept confidential, we would ask that staff provide us with reasonable notice and an opportunity to be heard before the Select Subcommittee discloses any such information or data to any third parties.

Sincerely,



Karen E. Christian
Raphael A. Prober

Counsel for BlueVine Inc.

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August 20, 2021

The Honorable James E. Clyburn
Chairman
Select Subcommittee on the Coronavirus Crisis
U.S. House of Representatives
2157 Rayburn House Office Building
Washington, D.C. 20515

Dear Chairman Clyburn:

On behalf of BlueVine Inc. (“BlueVine” or “the Company”), we write in further response to your letter dated May 27, 2021 (“the Letter”), in which you requested certain documents and information. BlueVine previously submitted responses to the Select Subcommittee on the Coronavirus Crisis (“the Subcommittee”) on June 11 and July 8, 2021, which included detailed written responses to the Subcommittee’s questions. As BlueVine has stated in those responses, the Company appreciates the importance of the Subcommittee’s inquiry into waste, fraud, and abuse in the Paycheck Protection Program (“PPP” or “program”) and, as discussed with your staff, is committed to assisting the Subcommittee in its inquiry.

Today, BlueVine is providing certain documents to supplement the information it provided previously to the Subcommittee relating to its processes and procedures for reviewing PPP applications. These documents include illustrative training materials for its employees as they prepared to process applications and assist applicants in accessing the PPP; documents demonstrating the PPP application steps; policies and procedures relating to fraud detection and prevention and documents showing how they were incorporated into the application process; and materials relating to tracking certain questionable activity or potential fraud. These materials are marked BV_SSCC_0000002 through BV_SSCC_0000377 and BV_SSCC_0000379 through BV_SSCC_0000391. In addition, BlueVine is producing additional information to supplement the response the Company provided on July 8, 2021, to narrative request 4. That information is provided at BV_SSCC_0000378.

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As the Subcommittee considers the information provided today and in previous productions, it is important to keep in mind the different roles and related regulatory obligations of the parties involved in reviewing and/or processing PPP applications. For example, as BlueVine stated in its first response to the Subcommittee, BlueVine is not a bank and not a financial institution. It was also not a PPP lender.¹

During PPP, BlueVine served as a third-party technology provider to two banks, Celtic Bank Corporation and Cross River Bank, both of which are FDIC-insured institutions chartered in Utah and New Jersey, respectively, and were Small Business Administration (“SBA”) lenders. Celtic Bank’s ongoing relationship with BlueVine preceded the PPP; Celtic is currently the originator for commercial lines of credit offered by BlueVine to small businesses and has been doing so since February 2018. Separately, and in addition to that relationship, BlueVine was asked by Celtic Bank, in both PPP rounds, to process both applications for PPP loans and for PPP loan forgiveness. During PPP Round Two, BlueVine was Celtic Bank’s exclusive service provider for those purposes. BlueVine served as a third-party provider to Cross River Bank in both PPP rounds as well, but it is BlueVine’s understanding that Cross River also had multiple partnerships with other third-party providers during PPP.

As a third-party provider, the work BlueVine performs for a bank is defined by an agreement with that institution. In its June 11 response, BlueVine described the types of services it performed during PPP pursuant to its agreements with Celtic Bank and Cross River Bank. These services included, among other things, developing all aspects of the online application dashboard, processing and reviewing documents and information provided by PPP applicants, and providing customer service support to PPP applicants. In addition to the banks’ review, oversight, and approval of the foregoing, the banks served as the SBA lenders and, among other things, submitted various lender forms (e.g., Form 1502, which is required in order to receive lender fees from the SBA), and, as lenders, are the beneficiaries of the PPP loan guarantees.

By virtue of these third-party contracts with its bank partners, and as explained in the Company’s June 11 response, BlueVine is obligated to undertake certain efforts aimed at

¹ As explained in BlueVine’s June 11 submission, near the beginning of PPP Round Two, BlueVine considered participating as a lender and funded/originated six PPP loans as a trial to ensure that its processes were prepared. Ultimately, however, BlueVine acted only as a service provider for both bank lenders, as it had in PPP Round One.

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identifying and rooting out potential fraud, including compliance policies and procedures related to the Bank Secrecy Act (“BSA”) and its implementing regulations, including Anti-money Laundering (“AML”), Know Your Customer (“KYC”) and Know Your Business (“KYB”) requirements, OFAC screening, and beneficial ownership requirements. In its July 8 response, BlueVine described in detail the types of policies and procedures it has implemented to review and process PPP applications on behalf of Cross River Bank and Celtic Bank, including those relating to AML, KYC, KYB and fraud detection and prevention. As part of the five core elements, or “pillars,” of an effective BSA and AML program as established by the Financial Crimes Enforcement Network (“FinCEN”), BlueVine’s bank partners should regularly review these compliance and risk policies and procedures and can direct BlueVine to make changes. Similarly, BlueVine’s bank partners also run tests and monitor their third party provider’s adherence to these policies and procedures.

In its May 27 letter, the Subcommittee sought certain information relating to potential fraud or other financial crime by applicants during the PPP. One of the principal ways that BlueVine and its bank partners communicated about potential fraud or financial crime activity identified during the PPP is through the process that may lead to a filing of a Suspicious Activity Report (“SAR”). As part of its contractual obligations, when BlueVine recognized questionable or suspicious activity during the PPP, or if BlueVine received an escalation from its bank partners pertaining to an applicant for which suspicion existed (a “root client”), BlueVine pulled the relevant information about that client, investigated it, and, if its fraud analysts determined the activity appeared fraudulent, reported this information to its bank partner using a form the Company refers to internally as a questionable activity report (“QAR”).² A QAR is a template form (pre-approved by the bank partner) that includes a descriptive narrative outlining the questionable activity identified, the source of the escalation,³ and the results of the account review, in addition to detailed information about the escalated applicant, and documentation that was included in its application. In addition, prior to submitting a QAR, BlueVine investigated whether other applicants that went through the BlueVine funnel had “shared elements” with the root client and could potentially belong to the same suspicious activity (“clients identified as connected to root client”). BlueVine’s fraud analysts were then required to review the clients that were identified as connected to the root client and, to the extent fraudulent activity appeared to be confirmed, those

² The term QAR is used for submissions to Celtic, while similar submissions to Cross River are referred to as Incident Reports or IRs. The term QAR is used herein for both bank partners for ease of reference.

³ BlueVine tracks questionable or suspicious activity, whether escalated by a bank partner or flagged internally, on an individual client basis.

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clients were added to the QAR reported to the bank partner. Once BlueVine submitted a QAR to its bank partner, the bank partner needed to determine whether the findings described in the QAR justified a SAR filing or not and proceed accordingly. Fraud reporting, and the decision and responsibility to file a SAR with FinCEN, rests solely with the bank as a financial institution; for this reason, BlueVine does not know if or when a SAR has been in fact filed with FinCEN based on its QAR submission. Instead, its role in the process is supporting its bank partners' regulatory obligations by submitting the QARs and assisting in any other fraud investigations its bank partners may initiate, any follow-up inquiries, and any other escalations from law enforcement. As an example of this type of report, included in today's production at BV_SSCC_0000359, and BV_SSCC_0000362, and BV_SSCC_0000360 are templates of the approved QAR forms for Celtic Bank and Cross River Bank that BlueVine completes.

In addition to the QAR process described above and the procedures detailed in BlueVine's July 8 submission, during the course of the PPP, BlueVine monitored and tracked data relating to potential fraud, and, through the use of various methods, flagged suspicious activity, including clients that shared significant elements with the initial "root client" for which suspicious activity had been recognized. Once flagged in its system, BlueVine included information relating to flagged customers in its machine learning tools, and not just in the QAR, such that these applicants would be automatically rejected when applying again or with similar elements for PPP. These tools were continuously reviewed and adjusted to ensure they were removing as many questionable applications as quickly as possible while allowing as many eligible and legitimate applications to proceed to the review and processing steps in the PPP application process.

Consistent with the overview set forth above describing how BlueVine, as a third-party provider, supports its bank partners, BlueVine communicated often with Celtic and Cross River over the course of the PPP to discuss the status of the program, including the relevant policies, procedures, and application processes. At the outset of PPP, as part of due diligence, BlueVine submitted a manual for its bank partners' review outlining BlueVine's KYC, KYB, and fraud procedures.⁴ That document is produced today at BV_SSCC_0000105. In addition to these policies, BlueVine submitted various documents to Celtic and Cross River for review and approval showing the online application platform it developed for PPP, and each step in the application process an applicant must complete for a PPP loan. Examples of PowerPoint presentations setting

⁴ As Celtic Bank served as a bank partner to BlueVine for its commercial lending products prior to PPP, Celtic already was familiar with, and had approved, BlueVine's AML and BSA procedures, which it reviewed on an ongoing basis including periodic testing and monitoring of real examples .

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forth the BlueVine application process, or “flow,” provided to both Celtic and Cross River during Round One are provided at BV_SSCC_0000138 and BV_SSCC_0000073. When the application platform was updated, or when processes or procedures changed over the course of the PPP, BlueVine provided updated versions of the applicable documents to its bank partners. For example, BlueVine provided a “Program Overview” (BV_SSCC_0000042) between the first and second PPP rounds; a revised PPP application flow for Round Two (BV_SSCC_0000172 and BV_SSCC_0000002); and a presentation providing an overview of its fraud mitigation measures prior to the launch of Round Two (BV_SSCC_0000029).⁵ Throughout both rounds of the PPP, Cross River and Celtic respectively held meetings (at times as often as daily) with BlueVine to monitor BlueVine’s performance and routinely asked BlueVine to provide data and other information relating to the administration of the program.

In addition, BlueVine provided rigorous and comprehensive training to its employees to educate them on the PPP and prepare them to assist applicants in completing the application requirements as they attempted to access relief through the program. This included providing training documents for employees to reference, offering presentations and holding training sessions, and offering support from experienced risk officers when staff processing the applications had questions. As examples of the training provided to BlueVine staff at the outset of Round One, included in today’s production is a BlueVine PPP training manual (BV_SSCC_0000363); training related to the CARES Act and the PPP (BV_SSCC_0000217 and BV_0000241); and “Frequently Asked Questions” to assist customer support personnel in responding to applicants’ questions (BV_SSCC_0000379). Similar training and associated materials were provided during Round Two as well, such as presentations to train employees on the process, examples of which are provided at BV_SSCC_0000329 and BV_SSCC_0000308 and talking points to assist customer service personnel in responding to applicants’ questions (BV_SSCC_0000281). With the frequent changes to the PPP and related guidance, such material and training frequently were updated as well. Given that the AML and BSA procedures and processes that BlueVine implemented during PPP were based on the procedures and processes it had developed previously for its commercial business, BlueVine staff/employees had received training relating to these functions at least on an annual basis. In addition, every new employee is required to go through such training within the first 30 days of their employment with BlueVine. While there is not a legal requirement to offer such training, as BlueVine is not a financial

⁵ All of the documents referenced in this paragraph are business confidential to BlueVine, as they reveal systems, processes, policies, and procedures that are proprietary to the Company and, if disclosed, would cause significant competitive harm to BlueVine. These documents have therefore been labeled accordingly.

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institution, BlueVine nonetheless requires its employees to complete AML/BSA training pursuant to its pre-PPP contractual relationship with Celtic Bank. Celtic has been reviewing the courses that BlueVine's employees are obligated to attend and pass annually, including the training platform, and monitors compliance with those training requirements.

In that regard, and as BlueVine explained in its July 8 response to the Subcommittee, preventing and detecting fraud is an enterprise-wide commitment for BlueVine, and numerous different types of employees (whether they are engineers, customer service support, compliance personnel, risk, fraud, or legal and compliance team members) play a part. In order to assist the Subcommittee in understanding the scope of BlueVine's fraud detection efforts and the personnel focused on these efforts, we are producing today at BV_SSCC_0000378 a chart showing BlueVine staff whose work responsibilities were focused on AML and BSA duties both before and during the PPP.

Once the PPP began, and due to the overwhelming needs of small business owners in obtaining pandemic relief, BlueVine reassigned certain staff members from their regular work responsibilities to jobs that included duties related to AML, BSA, and fraud detection in order to assist in processing PPP applications. BlueVine tracked those reassignments for human resource and accounting purposes. When BlueVine began tracking the reassignment of employees to PPP-related work during Round One, BlueVine tracked the employee's work by specific tasks. In Round One, as it relates to AML, BSA, and fraud detection, BlueVine tracked on a weekly basis the number of employees whose work related to three categories: "SBA Review," meaning the work performed prior to determining whether an applicant would receive a loan offer, including KYB, KYC, AML, and identity verification; "SBA Verification," which captured duties related to loan amount calculation and the review of documents submitted as part of the application; and "SBA Escalation," which counted those BlueVine managers whose work involved helping BlueVine agents make determinations on the data and documents provided by applicants. In 2021, the way in which BlueVine tracked the allocation or re-assignment of its staff changed, as the Company no longer separately tracked those employees who were performing "SBA Verification" tasks, but instead included that number under "SBA Review," as these employees received the same training and the company could therefore shift these employees between "review" and "verification" work as necessary. BlueVine continued to track those employees who worked on "SBA Escalation" as it did in 2020. During PPP, those individuals working on "SBA Review" and "SBA Verification" were trained to spot signs of potential fraud/AML/BSA concerns and either escalate the application for additional review by an experienced analyst or reject the application.

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As the program progressed and BlueVine identified new trends and signs of potential concern, additional training was continually provided.

In addition to those BlueVine staff who were assigned to specific teams during the PPP to perform review, verification, and escalation tasks, other full-time BlueVine staff members, chiefly in the risk (including, but not limited to, risk automation, payments, and fraud), and compliance groups, performed work relating to or supporting BlueVine's AML, BSA, and fraud detection processes, both before and during the PPP. In those cases where these employees were not assigned to a specific review, verification, or escalation team, and therefore not counted in the data described above, but whose work nonetheless supported the Company's AML, BSA, and fraud detection processes, BlueVine separately counted these staff and presented that data in the row labeled "Additional Related Employees."

Finally, in this chart, we have included a baseline count of BlueVine's employees whose work related to AML, BSA, and fraud detection immediately preceding the PPP rounds. This row has been labeled "Pre-PPP Headcount." This figure has been presented, along with a percentage change calculation, to illustrate the resources the Company dedicated to AML, BSA, and fraud detection work during the PPP.

As previously mentioned, BlueVine remains committed to assisting the Subcommittee in its inquiry. We will supplement this response with additional information if applicable.

Production of this information is not intended to constitute a waiver of the attorney-client, attorney work product, or any other applicable rights or privileges in this or any other forum. BlueVine expressly reserves its rights in this regard. Information and data produced in connection with this inquiry contains confidential, proprietary, and commercially sensitive information about BlueVine's proprietary platform, review processes and tools used as well as its risk and compliance processes and has been stamped accordingly. Should this information be made public or otherwise disclosed, it would cause significant harm to the Company and its efforts to detect suspicious activity and potential fraud in its programs. For this reason, BlueVine requests that such information be kept confidential by the Subcommittee and its staff. Notwithstanding our request that such information be kept confidential, we would ask that staff provide us with reasonable

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notice and an opportunity to be heard before the Select Subcommittee discloses any such information or data to any third parties.

Sincerely,

A handwritten signature in blue ink that reads "Karen Elizabeth Christian". The signature is written in a cursive, flowing style.

Karen Elizabeth Christian
Raphael A. Prober

Counsel for BlueVine Inc.

Enclosures via FTP link

COVINGTON

BEIJING BRUSSELS DUBAI FRANKFURT JOHANNESBURG
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September 6, 2022

[REDACTED]
Select Subcommittee on the Coronavirus Crisis
Committee on Oversight and Reform
U.S. House of Representatives
Washington, D.C. 20515

Dear [REDACTED]:

On behalf of our client, Celtic Bank Corporation (“Celtic”), this letter and the accompanying materials respond to the questions in your e-mail of August 10, 2022, in follow up to Celtic’s various earlier responses to the May 27, 2021, letter from Chairman Clyburn to Mr. Reese Howell, Jr., of Celtic. As you know, Celtic has cooperated extensively with the Subcommittee’s requests, including producing numerous documents, responding to the Subcommittee’s questions with detailed information, and providing a briefing for the Subcommittee staff by senior Celtic officials. The information below responds to the questions in your August 10 e-mail and is provided to the best of our current understanding.

Partner Review and Responsibilities. You asked about the process of reviewing applications received by Celtic after being reviewed by Celtic’s partner Bluevine. The framing of the question does not accurately reflect the application review process, and we therefore appreciate the opportunity to provide additional information. Via its partnership with Bluevine, Celtic contracted with Bluevine for the processing and review of PPP loan applications, including for fraud detection. Bluevine therefore conducted the review of loan applications, and loan applications forwarded to Celtic by Bluevine would have already been through the process undertaken by Bluevine, pursuant to its contract with Celtic. Because Celtic contracted with Bluevine for loan processing and fraud detection, loans processed through Bluevine would not have been re-reviewed by Celtic. Notably, though, Celtic performed auditing and other oversight of Bluevine to ensure that Bluevine was fulfilling its contractual obligations regarding loan processing and fraud detection.

For the Subcommittee’s awareness, Celtic engaged in additional activities to detect and report fraud. For example, Celtic understood that its partners used both automated tools and manual reviews to screen PPP applications for potential fraud. Fraud identified before the funding of a loan would have resulted in the loan application not being funded. Where potential fraud was identified after funding, Celtic participated in the review process. Celtic and Bluevine worked together in this process, with the fraud teams from both companies meeting frequently to discuss individual cases as well as trends related to fraud. As noted in the April 21, 2022, briefing, Celtic increased staffing resources to support its extensive efforts to identify, review, report, and attempt recovery in PPP fraud cases.

COVINGTON

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Statistics. The following chart responds to your request for an estimate of fraud connected to PPP loans processed by Bluevine, as of August 1, 2022:

	Fraudulent Accounts	% of Total Accounts	Gross Fraud Funded	Amount Recovered	Gross % of Funding	Net % of Funding
First Draw	2,365	3.98%	\$248,239,428	\$48,879,314	11.28%	9.06%
Second Draw	277	1.48%	\$8,071,649	\$223,480	1.72%	1.67%
Total	2,642	3.38%	\$256,311,077	\$49,102,794	7.43%	5.70%

Marketing. In response to your request for Celtic's marketing budget for PPP loans, Celtic did not have a marketing budget for PPP loans. Celtic's limited marketing activities related to PPP are described in its June 11, 2021, response to the Subcommittee.

PPP Partners. Celtic generally selected its PPP partners based on their prior small business lending experience, technology capabilities, engineering support, and staff to deploy quickly and in compliance with program rules. As previously discussed with the Subcommittee, Celtic reached agreements with five partners. Celtic found that these partners were sufficient to meet its needs under the PPP. As noted, Celtic had discussions with Kabbage about partnering on PPP, but those discussions did not reach a conclusion before Celtic established the partnerships that met its needs. To the best of its knowledge, Celtic was not approached by Blue Acorn about partnering on the PPP. Although Womply was not a PPP partner, Celtic is aware of a small number of loans that were referred to Celtic from Womply. These referrals were processed through Celtic's standard loan procedures for direct applications.

Borrower Parameters. Celtic sought PPP loan partners that would enable it to provide PPP loans to small businesses that had important PPP needs but may have lacked access to larger financial institutions. For that reason, Celtic capped the PPP loans processed through partners at \$2 million. For context, Celtic directly processed few PPP applications more than \$2 million, and it did so only for existing customers. Celtic's average loan size was about \$26,000, demonstrating the success of its approach to serving the small businesses Congress intended to help through PPP.

Changes During the Program. During the second round of the PPP, Celtic elected to process only second draw loan applications for its existing PPP customers. Given the success of the first round of loans, Celtic determined that businesses in need of a second draw of PPP would likely now have established banking relationships. Celtic was also in the process of returning to its normal small business lending and establishing resources to process PPP loan forgiveness. In response to your question, Celtic partnered with Bluevine in both the first and second round of PPP loans.

COVINGTON

September 6, 2022

Page 3

Financial Information. The following chart provides the requested financial information.¹ Please note that Celtic does not track individual budgets for certain activities requested in your e-mail. Because traditional SBA lending was largely inactive during the PPP, the resources that would have normally focused on AML, BSA, and fraud compliance were substantially redirected to the PPP. Information regarding compensation and bonuses is addressed in Celtic's responses of June 11, 2021, and November 19, 2021.

	2019	2020	2021
Total Revenue from Operations	\$141,300,590	\$233,932,921	\$240,906,896
Operating Expenses	\$78,781,041	\$92,246,994	\$104,773,287
Net Operating Income	\$56,042,753	\$108,624,797	\$134,172,488
Employees	225	264	297

Employee Loans. Celtic maintains a policy that addresses loans made to executive officers, directors, and principal shareholders of Celtic. This policy is consistent with Regulation O (12 C.F.R. Part 215), which limits the circumstances under which the bank may lend to insiders. For employee loans generally, Celtic's general lending policy provides that credit standards may not be compromised and employee loans must meet the same credit standards that would apply to any customer. Celtic is not aware of a PPP loan to a Celtic employee or owner processed by Celtic. Celtic is today producing the relevant policies, numbered Celtic_SSCC_001396 to Celtic_SSCC_001403.

Information on Cited Cases. The following responds to your request for information regarding cases referenced in the Subcommittee's May 2021 letter. The letter states that a non-bank lender denied a \$5,203,400 PPP loan application, covering 412 employees, by Samuel Morgan Yates, and that Celtic processed a PPP loan for this borrower based on "nearly identical fraudulent documents." Although Celtic cannot address any other application, Celtic's records indicate that it funded a loan for \$533,216, and the business reported 145 employees in its PPP application.

* * *

Certain materials produced today may contain information that Celtic considers confidential, proprietary, and commercially sensitive. Disclosure of such information may cause competitive harm to Celtic. We therefore respectfully request that these materials be treated as confidential by the Subcommittee. If you should nonetheless consider public release of any of the materials produced today, we respectfully request that we be given advance notice and an opportunity to discuss the matter with you.

¹ In addition to operating expenses shown in this chart, Celtic's total revenue is additionally reduced by allowance for loan losses, which is the reason that net operating income in this chart does not equal revenue less expenses.

COVINGTON

[REDACTED]
September 6, 2022
Page 4

Please let me know if you have any questions concerning Celtic's response, including the information and documents provided today.

Sincerely,



Brian D. Smith

cc:

[REDACTED]

September 9, 2022

The Honorable James E. Clyburn
Chairman
Select Subcommittee on the Coronavirus Crisis
U.S. House of Representatives
2157 Rayburn House Office Building
Washington, D.C. 20515

Dear Chairman Clyburn:

On behalf of BlueVine Inc. (“BlueVine” or “the Company”), we write in response to additional follow-up questions from your staff sent on July 29, 2022. As we have stated previously, BlueVine appreciates the importance of the Select Subcommittee on the Coronavirus Crisis’ (“the Subcommittee”) inquiry into waste, fraud, and abuse in the Paycheck Protection Program (“PPP” or “the program”) and remains committed to assisting the Subcommittee in its inquiry. BlueVine was grateful for the opportunity to provide a briefing to the Select Subcommittee staff on July 26, 2022, to discuss its participation in the PPP. This is BlueVine’s twelfth submission in its response to the Subcommittee’s inquiry.

The staff follow-up questions of July 29 relate both to BlueVine’s briefing before Subcommittee staff on July 26 and BlueVine’s July 22, 2022 written response to the Committee. We address these questions below.

1. How many PPP loan applications did BlueVine submit to Celtic and Cross River, respectively?

In total, BlueVine submitted approximately 100,000 applications to Celtic Bank and 355,000 applications to Cross River Bank.

2. Please confirm how the following contractual items originated, including which party requested the provisions and for what reason (if one was provided):

The Honorable James E. Clyburn
September 9, 2022
Page 2

- a. **July 2020 amendment to Cross River contract to require BlueVine to submit at least 50% of its loan applications to Cross River (BV_SSCC_0001134).**
- b. **The exclusivity provision in Cross River's 2021 contract (BV_SSCC_0001077).**
- c. **Provide any additional details on why the contracts with the banks included only loans of \$2 million and below (BV_SSCC_0001088; BV_SSCC_0001095).**

BlueVine negotiated the services it would provide and the fees for those services with its bank partners, Celtic Bank and Cross River Bank. With respect to Questions 2(a) and (b), it is BlueVine's understanding that Cross River Bank wanted to ensure it would receive a sufficient number of applications in return for the fees it paid BlueVine for its services during the PPP.

With respect to Question 2(c), as BlueVine has referenced in previous responses, the Company was focused on serving the small business community, both during PPP and in its commercial business. BlueVine and its banking partners anticipated that larger businesses that were entitled to PPP loans of \$2 million or more based on their payroll data were more likely to have existing relationships with traditional financial institutions and would not need the assistance of BlueVine. In addition, BlueVine and its banking partners acknowledged that servicing large businesses that were entitled to \$2 million or more would likely require a more involved process, similar to how the SBA established a safe harbor for loans up to \$2 million.

3. **Are there any reasons for the significant increase in BlueVine's revenue from its work with Cross River, as compared to Celtic, in 2021, other than Celtic's decision to stop offering PPP loans to new customers?**

Celtic Bank's decision to only offer second draw PPP loans in 2021 played a primary role in BlueVine's revenue increase from Cross River Bank, as compared to Celtic Bank. In addition, SBA's decision to change the fee structure for PPP loans in 2021, effectively increasing the fees provided to lenders for originating smaller dollar amount loans, also played a meaningful role because, as noted above and in prior responses, Bluevine served small and very small businesses with a median loan amount of less than \$25,000.

The Honorable James E. Clyburn
September 9, 2022
Page 3

4. **Please confirm that SBA did not engage in direct oversight and direct communication with BlueVine regarding BlueVine’s role as a loan processor for bank partners, particularly with regard to BlueVine’s fraud controls.**

To BlueVine’s knowledge, the Small Business Administration’s (SBA) only engagement with the Company related to contacts by the Office of Inspector General (OIG) seeking information or documents about specific applicants to assist in its investigations. Any questions from the SBA about BlueVine’s systems and processes were limited to that context.

5. **Please confirm whether SBA inquired about BlueVine’s fraud controls during the direct lender approval process.**

To BlueVine’s knowledge, the Company was not contacted by the SBA relating to its fraud controls as part of the direct lender application process.

6. **How many applications reviewed by BlueVine were subject to the holistic manual reviews by fraud investigators and similar experts? How many received the other form of manual review, which we understand to be a partial review to verify a piece of information as a supplement to BlueVine’s automatic review process?**

Of the 1.491 million applications that BlueVine processed,¹ BlueVine estimates that approximately 65,000 applications received the type of holistic manual reviews performed by the fraud team as described during the July 26 briefing, and approximately 747,000 received some other form of human review (as defined in the Company’s previous responses).

7. **Please confirm whether PPP applicants who submitted data to BlueVine have the option to remove themselves from BlueVine’s databases, and if so, what that process looks like.**

Yes. BlueVine follows applicable state and federal laws for processing its customers’ requests to have their information deleted from BlueVine’s systems and/or to opt out of sale or marketing offerings, including without limitation California Consumer Privacy Act requirements.

¹ The 1.491 million applications processed by BlueVine does not include the additional 185,926 applications that BlueVine deemed “unqualified” based on the basic eligibility requirements set by the SBA.

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September 9, 2022
Page 4

Consistent with applicable laws, certain limited data is retained in BlueVine's system for security/fraud detection and reporting purposes.

8. Please provide us with a copy of BlueVine's policy document(s) that address restrictions on loans to employees or owners of BlueVine.

BlueVine's policies restrict the availability of loans to employees or owners. For example, BlueVine's employment letter provides that all employees must avoid conflicts of interest. Exhibit D to the employment letter lists certain situations that present potential conflicts of interest that should be avoided, including "Borrowing from or lending to employees, customers, or suppliers." We are providing today at BV_SSCC_0005317 this exhibit to the employment letter. Further, BlueVine's underwriting policy for its line of credit products states that "Businesses owned by family members of existing BlueVine employees will not be funded." An excerpt of the relevant language from the underwriting policy is provided at BV_SSCC_0005319.

9. With respect to BlueVine's response to Narrative Request 3, what was the technical change in 2020-2021 that caused BlueVine to lose its data on rejections from 2020?

BlueVine did not lose any data on rejections. Rather, BlueVine's database did not include a "search field" that would have allowed it to track all rejection reasons centrally until July 2020.

10. With respect to BlueVine's response to Narrative Request 5, what alternative timestamps or data relating to PPP application processing times are available to BlueVine?

BlueVine's database captured some date information as it related to the status of a PPP application, meaning, when an application moved through certain stages of the application process, the database captured the date the application entered that stage. For example, BlueVine tracked the date an application was submitted to the SBA, the date an application was approved by the SBA, and the date a PPP loan was finally funded, to name a few. The time stamps collected by BlueVine's database, however, do not allow for an accurate measurement of the time it took for BlueVine to process a PPP application. For example, in certain situations an applicant may remain in one processing stage indefinitely, such as when an applicant never completed all of the application requirements or when an applicant applied near the end of the program and was not approved before funding ran out. Further, in some cases, BlueVine's processing of an application began prior to the customer fully completing an application, such as when the applicant had

The Honorable James E. Clyburn
September 9, 2022
Page 5

outstanding tasks to complete before the application can be approved. Using this data to calculate a processing time is further complicated by the fact that, over the course of the PPP, certain time stamp fields in BlueVine's database were adjusted to capture different points in the application process, such that the same time stamp field would capture time stamps of different events in the application process, depending on the date. For example, at one stage in the program, the time stamp showing when a document was "submitted" could have been used to mark the time processing began. However, the same "submitted" time stamp was later updated to instead capture when tasks were raised for a client. As such, the definitions for the different time stamps evolved throughout the program, making it impossible to accurately calculate the requested average.

11. With respect to BlueVine's response regarding audits, does BlueVine have a copy of the Celtic audit from 2021?

With respect to the 2021 audit performed on behalf of Celtic Bank, to clarify, this was an audit of the commercial loan product BlueVine offers in partnership with Celtic Bank, not of the PPP platform. The audit included a review of the Compliance Management System design and execution, the AML/BSA program, the Model Risk Management program, the Information Security program, and transactional testing.

As previously mentioned, BlueVine remains committed to assisting the Subcommittee in its inquiry.

Production of this information is not intended to constitute a waiver of the attorney-client, attorney work product, or any other applicable rights or privileges in this or any other forum. BlueVine expressly reserves its rights in this regard. Information and data produced in connection with this inquiry contains confidential, proprietary, and commercially sensitive information about BlueVine's risk and compliance processes. Should this information be made public or otherwise disclosed, it would cause significant harm to the Company and its efforts to detect suspicious activity in its programs. Accordingly, BlueVine requests that such information be kept confidential by the Subcommittee and its staff. Notwithstanding our request that such information be kept confidential, we would ask that staff provide us with reasonable notice and an opportunity to be heard before the Subcommittee discloses any such information or data to any third parties.

The Honorable James E. Clyburn
September 9, 2022
Page 6

Sincerely,

A handwritten signature in blue ink, appearing to read "Karen E. Christian".

Karen Elizabeth Christian
Raphael A. Prober

Counsel for BlueVine Inc.

Year-Week	Completed Applications**	BV-Approved Applications (SBA-submitted)	SBA Approved Applications	Funded Loans
2021-19	2	0	0	0
2021-18	18,693	2,864	2,320	2,136
2021-17	52,576	14,782	12,668	12,289
2021-16	52,319	16,872	14,960	14,590
2021-15	56,028	18,889	16,882	16,474
2021-14	49,964	15,403	13,437	13,118
2021-13	54,133	15,641	13,652	13,257
2021-12	63,548	20,334	17,562	17,018
2021-11	50,908	16,785	14,376	13,968
2021-10	57,848	15,143	13,026	12,664
2021-9	72,515	14,195	12,226	11,897
2021-8	59,280	14,760	12,892	12,511
2021-7	42,649	12,748	11,043	10,739
2021-6	43,356	13,604	11,700	11,345
2021-5	53,175	17,720	15,263	14,799
2021-4	56,666	19,085	16,389	15,795
2021-3	76,777	27,818	23,522	22,841
2021-2	28,427	4,861	2,913	2,811
2020-40	1		0	0
2020-39	9		0	0
2020-38	21		0	0
2020-37	34		0	0
2020-36	37		0	0
2020-35	68		0	0
2020-34	112		0	0
2020-33	362		0	0
2020-32	85,404		13,346	13,154
2020-31	47,520		9,448	9,276
2020-30	36,605		9,060	8,894
2020-29	34,902		9,769	9,626
2020-28	33,884		8,533	8,360
2020-27	49,427		9,522	9,166
2020-26	45,492		11,164	10,984
2020-25	25,867		6,249	6,183
2020-24	19,780		5,825	5,707
2020-23	17,484		7,370	7,211
2020-22	14,958		6,604	6,414
2020-21	18,678		7,847	7,578
2020-20	22,742		8,743	8,419
2020-19	34,013		12,068	11,589
2020-18	65,939		20,433	19,322
2020-17	43,438		10,858	10,163
2020-16	5,674		1,777	1,582
Total	1,491,315		383,447	371,880

**As explained in BlueVine's July 9, 2021 letter to the Subcommittee, the number of applications listed for each week does not include applications that were deemed unqualified by BlueVine, as this data is not maintained by BlueVine on a week-to-week basis. The total number of unqualified applications was 185,926. Unqualified applications plus the number of applications listed here is 1,677,241.

Message

From: [REDACTED]@bluevine.com]
on behalf of [REDACTED]@bluevine.com> [REDACTED]@bluevine.com]
Sent: 4/6/2020 7:36:34 PM
To: [REDACTED]@crossriver.com]; [REDACTED]@bluevine.com]
CC: [REDACTED]@crossriver.com]
Subject: RE: BSA Questions

Hi [REDACTED]

Please see responses in blue below. Let me know if there are any follow-ups.

Thanks,
[REDACTED]

From: [REDACTED]@crossriver.com>
Sent: Monday, April 6, 2020 11:58 AM
To: [REDACTED]@bluevine.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@crossriver.com>
Subject: RE: BSA Questions

Hi [REDACTED]

After completing the review, please find our questions relating to the BSA policies. Can you respond to the following?

1. The BSA/AML and OFAC Policy are part of the Compliance Management System document (see section 4.03). This document was last approved by the Board in May 2019 but the last annual review was November 2018. Was an annual review undertaken in 2019? Yes, CMS was last approved by the Board in Nov 2019. We also had an external audit through PBA in Nov 2019 and awaiting the final report.
2. Training:
 - a. Are there assessments associated with BSA/AML Training? All trainings have a certain passing score and have set of questions that employees needs to answer before the course can be marked 'completed'.
 - b. Is there consequence management for failure to complete BSA/AML training? Yes, we track completion of all compliance trainings very closely and right escalation processes are in place for non-compliance. We ensure 100% compliance with these trainings across the organization.
 - c. Are there any defined high or higher risk roles which receive targeted or more focused BSA/AML training – e.g. branch, operations, etc.? Yes, per our training plan, certain functions like risk and compliance get more in-depth training on subjects like suspicious activity, OFAC etc.
 - d. There is reference to cross-training of "key members of personnel" for continuity if the BSA Officer is unable to fulfill duties, who are these members and what is the training that is given that is not part of the annual BSA/AML training? BSA officer ensures there is coverage to fulfil AML/BSA duties in case of her absence. She has trained her team members (two analysts on her team) to understand and fulfil these requirements if the situation demands. One of the Analyst is also responsible to filing QARs, meeting requirements for 314 lists, OFAC alerts etc.
3. Customer notice – it is noted that they provide language to customers but HOW is this done – e.g. posting at branch, onboarding documents, online, etc. Assuming this is referring to US Patriot Act Notice which is part of the onboarding flow on the sign up page.
4. CIP discrepancies – It is noted in recordkeeping that records for the resolution of discrepancies are maintained but is there an actual process for CIP discrepancies? Yes anytime, there is any issue with the identity verification, risk maintains it in the internal database and escalate it to compliance for guidance. If risk is unable to complete the CIP, the client is rejected.
5. High risk customers

- a. Are there any other factors in assessing customer risk other than high risk customer types? E.g. is there a risk rating methodology considering any other components such as geographic or product/services risk? Yes, compliance maintains the list. Generally for our business, these are clients located internationally with foreign ID documents mostly.
 - b. Are MSBs the only type of NBF customer that is considered high risk or is this meant to be an e.g.? Just an example.
 - c. What are “specific business entities”? In context of high risk, these could be foreign business entities or cash intensive businesses.
 - d. It notes that “all high risk accounts will be closely monitored by the BSA Officer” – what does this monitoring entail? BSA officer makes sure Bluevine receives and verifies all the necessary information to complete the CIP procedures for high risk clients and that the additional documentary evidence is satisfactory. Periodically, this also entails looking at these accounts and check if there is any new information.
1. Is there negative news/adverse media screening? Is there PEP screening? Is it automated vs. manual, what is the timing (e.g. at onboarding or ongoing basis? Compliance team get notified of any PEP listing through the Clear report. However, Bluevine’s exposure to PEP is very limited if any. First, Bluevine does not offer the product outside the US which eliminates existence of any foreign PEPs. Even domestically, the customer base is mostly small businesses that require working capital to meet payroll needs, continue day to day business operations etc. It is unlikely that the guarantor or the business owner would be a PEP requiring a revolving line of credit. That said there is a process.
Yes Risk team leverages various tools for web presence, complaints etc. as part of their underwriting of the client.

Thanks,

██████████

From: ██████████
Sent: Monday, April 6, 2020 1:26 PM
To: ██████████@bluevine.com>
Cc: ██████████@bluevine.com>; ██████████@crossriver.com>
Subject: BSA Questions

Hi ██████████

I have a couple clarifying questions – ██████████ can you confirm you are the BSA/AML officer? Based on title it could be a dual-hat, but we want to be sure.

In addition the ██████████ audit letter is from Feb 2019 with some noted open recommendations tied to BSA/AML. Is there an update on this and is the full audit report available to share?

Thanks,

██████████

██████████ | MarketPlace Lending Analyst

██████████

Cross River
#BankingUntangled
crossriverbank.com

Message

From: [REDACTED]@crossriver.com]
on behalf of [REDACTED]@crossriver.com> [REDACTED]@crossriver.com]
Sent: 4/6/2020 7:40:41 PM
To: [REDACTED]@crossriver.com]; [REDACTED]@bluevine.com]; [REDACTED]
[REDACTED]@bluevine.com]
CC: [REDACTED]@bluevine.com]; [REDACTED]@bluevine.com]; [REDACTED]
[REDACTED]@crossriver.com]
Subject: RE: BSA Questions

Thank you for the quick response and providing the 2018 report. There are three noted high significance issues related to BSA/AML with varying due dates in 2019. As they are related to pillar components of a program can you advise the current status of these – e.g. action plan underway, action plan completed pending validation, etc. Are they all pending validation in the 2019 audit?

Regards,

[REDACTED] BSA/AML Director

Cross River
[REDACTED]
crossriver.com



#BankingUntangled

From: [REDACTED]@crossriver.com>
Sent: Monday, April 6, 2020 3:04 PM
To: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]
[REDACTED]@crossriver.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>
Subject: RE: BSA Questions

[REDACTED]

Thanks [REDACTED]!

Thanks,
[REDACTED]

From: [REDACTED]@bluevine.com>
Sent: Monday, April 6, 2020 2:56 PM
To: [REDACTED]@bluevine.com>; [REDACTED]@crossriver.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>
Subject: Re: BSA Questions

[WARNING]: This email is from an external source. Do not click links or attachments unless you recognize the sender and know the content is safe.

Hi [REDACTED]

Please see below.

On Mon, Apr 6, 2020 at 11:55 AM [REDACTED]@bluevine.com> wrote:

Hi [REDACTED]

Please see responses below.

From: [REDACTED]@crossriver.com>

Date: Mon, Apr 6, 2020 at 10:26 AM

Subject: BSA Questions

To: [REDACTED]@bluevine.com>

Cc: [REDACTED]@bluevine.com>, [REDACTED]@crossriver.com>

Hi [REDACTED]

I have a couple clarifying questions – [REDACTED] can you confirm you are the BSA/AML officer? Based on title it could be a dual-hat, but we want to be sure. Confirmed. Yes, [REDACTED] is the BSA Manager and is required to be re-appointed by the Board each year.

In addition the [REDACTED] audit letter is from Feb 2019 with some noted open recommendations tied to BSA/AML. Is there an update on this and is the full audit report available to share? We are still awaiting our final report from the audit that took place in Nov 2019 from [REDACTED]. We are attaching their final report from the prior year (see uploaded file in Box).

Thanks,

[REDACTED]

[REDACTED] | MarketPlace Lending Analyst

[REDACTED]

Cross River

#BankingUntangled

crossriverbank.com

--
[REDACTED] | Privacy Analyst
BlueVine

Message

From: [REDACTED]@bluevine.com]
on behalf of [REDACTED]@bluevine.com> [REDACTED]@bluevine.com]
Sent: 4/6/2020 7:54:02 PM
To: [REDACTED]@crossriver.com]; [REDACTED]@crossriver.com]; [REDACTED]
[REDACTED]@bluevine.com]; [REDACTED]@bluevine.com]
CC: [REDACTED]@bluevine.com]; [REDACTED]@crossriver.com]
Subject: RE: BSA Questions

Yes, confirming all changes were implemented and also validated by other bank partner.
Again, as mentioned we are still awaiting report from the latest audit.

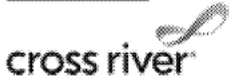
From: [REDACTED]@crossriver.com>
Sent: Monday, April 6, 2020 12:41 PM
To: [REDACTED]@crossriver.com>; [REDACTED]@bluevine.com>; [REDACTED]
[REDACTED]@bluevine.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]
[REDACTED]@crossriver.com>
Subject: RE: BSA Questions

Thank you for the quick response and providing the 2018 report. There are three noted high significance issues related to BSA/AML with varying due dates in 2019. As they are related to pillar components of a program can you advise the current status of these – e.g. action plan underway, action plan completed pending validation, etc. Are they all pending validation in the 2019 audit?

Regards,

[REDACTED] BSA/AML Director

Cross River
[REDACTED]
crossriver.com



#BankingUntangled

From: [REDACTED]@crossriver.com>
Sent: Monday, April 6, 2020 3:04 PM
To: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]
[REDACTED]@crossriver.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>
Subject: RE: BSA Questions

[REDACTED]

Thanks [REDACTED]!

Thanks,
[REDACTED]

From: [REDACTED]@bluevine.com>
Sent: Monday, April 6, 2020 2:56 PM
To: [REDACTED]@bluevine.com>; [REDACTED]@crossriver.com>

Cc: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>

Subject: Re: BSA Questions

[WARNING]: This email is from an external source. Do not click links or attachments unless you recognize the sender and know the content is safe.

Hi [REDACTED]

Please see below.

On Mon, Apr 6, 2020 at 11:55 AM [REDACTED]@bluevine.com> wrote:

Hi [REDACTED]

Please see responses below.

From: [REDACTED]@crossriver.com

Date: Mon, Apr 6, 2020 at 10:26 AM

Subject: BSA Questions

To: [REDACTED]@bluevine.com>

Cc: [REDACTED]@bluevine.com>, [REDACTED]@crossriver.com>

Hi [REDACTED]

I have a couple clarifying questions – [REDACTED] can you confirm you are the BSA/AML officer? Based on title it could be a dual-hat, but we want to be sure. Confirmed. Yes, [REDACTED] is the BSA Manager and is required to be re-appointed by the Board each year.

In addition the [REDACTED] audit letter is from Feb 2019 with some noted open recommendations tied to BSA/AML. Is there an update on this and is the full audit report available to share? We are still awaiting our final report from the audit that took place in Nov 2019 from [REDACTED]. We are attaching their final report from the prior year (see uploaded file in Box).

Thanks,

[REDACTED]

[REDACTED] | MarketPlace Lending Analyst

[REDACTED]

Cross River
#BankingUntangled
crossriverbank.com

--
[REDACTED] | Privacy Analyst
BlueVine

Message

From: [REDACTED]@bluevine.com]
on behalf of [REDACTED]@bluevine.com> [REDACTED]@bluevine.com]
Sent: 4/6/2020 8:32:31 PM
To: [REDACTED]@crossriver.com]; [REDACTED]@crossriver.com]; [REDACTED]
[REDACTED]@bluevine.com]
CC: [REDACTED]@bluevine.com]
Subject: RE: BSA Questions
Attachments: # 2, 4, 9, 20 BlueVine - KYC, KYB and Fraud Procedures.pdf; AML BSA Risk Assessment_Q42019.xlsx

I believe our team also shared the attached KYC, KYB and Fraud procedures document. This provides a more in-depth details around some of the tools that are used by Bluevine for KYC/KYB purposes. I am also attaching the AML/BSA risk assessment that should give more information around this.

Brief responses in line below.

From: [REDACTED]@crossriver.com>
Sent: Monday, April 6, 2020 12:49 PM
To: [REDACTED]@bluevine.com>; [REDACTED]@crossriver.com>; [REDACTED]
[REDACTED]@bluevine.com>
Subject: RE: BSA Questions

Thank you again for the quick responses, this is helpful.

A couple quick clarifications:

- Can the risk rating methodology be shared for review? Please refer the risk assessment. It is based on geography, structures, operations etc.
- What other types of NBFIs are considered high risk? Insurance firms, brokers and such. Notes these are not our typical customers and financial institutions are prohibited altogether.
- For adverse media what is the process for documentation of false positives and escalation of true matches? Our risk team maintains notes in our internal database to highlight this information. In fact there is a true match that disputes the information provided the client, the client is flagged for review and can be rejected.

Regards,

[REDACTED] | BSA/AML Director

Cross River
[REDACTED]
crossriver.com



#BankingUntangled

From: [REDACTED]@bluevine.com>
Sent: Monday, April 6, 2020 3:37 PM
To: [REDACTED]@crossriver.com>; [REDACTED]@bluevine.com>
Cc: [REDACTED]@crossriver.com>
Subject: RE: BSA Questions

[WARNING]: This email is from an external source. Do not click links or attachments unless you recognize the sender and know the content is safe.

Hi [REDACTED]

Please see responses in blue below. Let me know if there are any follow-ups.

Thanks,

From: [REDACTED]@crossriver.com>
Sent: Monday, April 6, 2020 11:58 AM
To: [REDACTED]@bluevine.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@crossriver.com>
Subject: RE: BSA Questions

Hi [REDACTED]

After completing the review, please find our questions relating to the BSA policies. Can you respond to the following?

1. The BSA/AML and OFAC Policy are part of the Compliance Management System document (see section 4.03). This document was last approved by the Board in May 2019 but the last annual review was November 2018. Was an annual review undertaken in 2019? Yes, CMS was last approved by the Board in Nov 2019. We also had an external audit through PBA in Nov 2019 and awaiting the final report.
2. Training:
 - a. Are there assessments associated with BSA/AML Training? All trainings have a certain passing score and have set of questions that employees needs to answer before the course can be marked 'completed'.
 - b. Is there consequence management for failure to complete BSA/AML training? Yes, we track completion of all compliance trainings very closely and right escalation processes are in place for non-compliance. We ensure 100% compliance with these trainings across the organization.
 - c. Are there any defined high or higher risk roles which receive targeted or more focused BSA/AML training – e.g. branch, operations, etc.? Yes, per our training plan, certain functions like risk and compliance get more in-depth training on subjects like suspicious activity, OFAC etc.
 - d. There is reference to cross-training of "key members of personnel" for continuity if the BSA Officer is unable to fulfill duties, who are these members and what is the training that is given that is not part of the annual BSA/AML training? BSA officer ensures there is coverage to fulfill AML/BSA duties in case of her absence. She has trained her team members (two analysts on her team) to understand and fulfill these requirements if the situation demands. One of the Analyst is also responsible to filing QARs, meeting requirements for 314 lists, OFAC alerts etc.
3. Customer notice – it is noted that they provide language to customers but HOW is this done – e.g. posting at branch, onboarding documents, online, etc. Assuming this is referring to US Patriot Act Notice which is part of the onboarding flow on the sign up page.
4. CIP discrepancies – It is noted in recordkeeping that records for the resolution of discrepancies are maintained but is there an actual process for CIP discrepancies? Yes anytime, there is any issue with the identity verification, risk maintains it in the internal database and escalate it to compliance for guidance. If risk is unable to complete the CIP, the client is rejected.
5. High risk customers
 - a. Are there any other factors in assessing customer risk other than high risk customer types? E.g. is there a risk rating methodology considering any other components such as geographic or product/services risk? Yes, compliance maintains the list. Generally for our business, these are clients located internationally with foreign ID documents mostly.
 - b. Are MSBs the only type of NBF customer that is considered high risk or is this meant to be an e.g.? Just an example.
 - c. What are "specific business entities"? In context of high risk, these could be foreign business entities or cash intensive businesses.
 - d. It notes that "all high risk accounts will be closely monitored by the BSA Officer" – what does this monitoring entail? BSA officer makes sure Bluevine receives and verifies all the necessary information to

complete the CIP procedures for high risk clients and that the additional documentary evidence is satisfactory. Periodically, this also entails looking at these accounts and check if there is any new information.

1. Is there negative news/adverse media screening? Is there PEP screening? Is it automated vs. manual, what is the timing (e.g. at onboarding or ongoing basis)? Compliance team get notified of any PEP listing through the Clear report. However, Bluevine's exposure to PEP is very limited if any. First, Bluevine does not offer the product outside the US which eliminates existence of any foreign PEPs. Even domestically, the customer base is mostly small businesses that require working capital to meet payroll needs, continue day to day business operations etc. It is unlikely that the guarantor or the business owner would be a PEP requiring a revolving line of credit. That said there is a process.
Yes Risk team leverages various tools for web presence, complaints etc. as part of their underwriting of the client.

Thanks,
[REDACTED]

From: [REDACTED]
Sent: Monday, April 6, 2020 1:26 PM
To: [REDACTED]@bluevine.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@crossriver.com>
Subject: BSA Questions

Hi [REDACTED]

I have a couple clarifying questions – [REDACTED] can you confirm you are the BSA/AML officer? Based on title it could be a dual-hat, but we want to be sure.

In addition the [REDACTED] audit letter is from Feb 2019 with some noted open recommendations tied to BSA/AML. Is there an update on this and is the full audit report available to share?

Thanks,
[REDACTED]

[REDACTED] | MarketPlace Lending Analyst

[REDACTED]
Cross River
#BankingUntangled
crossriverbank.com

BlueVine - KYC, KYB and Fraud Procedures

Fraud

[Connecting the User to the Guarantor](#)

[Connecting the Guarantor to the Client](#)

[Connecting the User to the Client](#)

[Connecting the Client to the Primary Bank Account](#)

[Connecting the Financial Information to the Primary Bank Account](#)

[Connecting the Financial Information to Legitimate Business Activities](#)

[Confirm that the Guarantor and Client are unique within BlueVine's funded book of Clients](#)

[Connecting the Actual User to the Expected User](#)

Fraud Ring Alerts

Available Tools

[EmailAge](#)

[GIACT](#)

[Yodlee](#)

[ExifTool](#)

[Mitek](#)

[Shared Elements](#)

[Consumer Credit Report](#)

[TLO and CLEAR](#)

[Whols](#)

[MaxMind](#)

Common Reasons Clients are sent to Fraud Resolution Review

[Connecting the User to the Guarantor](#)

[Connecting the Guarantor to the Client](#)

[Connecting the User to the Client](#)

[Connecting the Client to the Primary Bank Account and Connecting the Financial Information to the Primary Bank Account](#)

[GIACT gVerify account verification](#)

[GIACT gAuthenticate account ownership verification](#)

[Authenticating bank statements](#)

[Using bank connection information](#)

[Using voided checks](#)

[Connecting the Financial Information to Legitimate Business Activities](#)

[Reading Transaction Information](#)

[Understanding the Client's Business](#)

[Confirm that the Guarantor and Client are unique within BlueVine's funded book of Clients](#)

[Consumer Credit Report](#)

[Consumer Credit Report Fraud Alerts](#)

[Frozen or Locked Consumer Credit Reports](#)

[Deceased Guarantor](#)

[Manual Reviews](#)

[Introduction](#)

[Automated System Message](#)

[Document Request](#)

[User requests](#)

[Entity Incorporation Information](#)

[SOS Standing](#)

[SOS Search](#)

[Time of Formation](#)

[Ownership](#)

[Fraud](#)

[Fraud and Suspected Fraud Flag Procedure](#)

[Email Age](#)

[Shared Elements](#)

[Web Presence](#)

[Google Search](#)

[Google Maps](#)

[Business Website](#)

[Licenses](#)

[Social Networking Sites](#)

[Different types of stips required to move forward with offer](#)

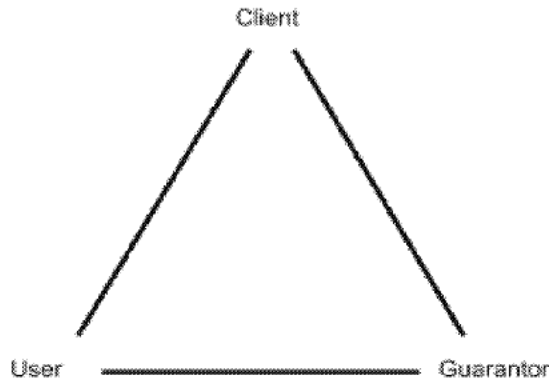
[Voided Checks](#)

[When to Use a Voided Check](#)

Fraud

In order to remain in regulatory compliance, in good standing with our partners, and growing profitably in general, BlueVine maintains robust customer and user identity verification processes. To confidently assert that our lending practices are in accordance with our customers' wishes and BlueVine's best interests, we need to be able to describe certain

relationships between the persons we conduct business with and the avenues by which we do so.



Connecting the User to the Guarantor

Our Client's Guarantor should be a natural person majority owner of the Client business (or of the Client's parent company) or ratified by such a person or persons. Our User is any person who has access to the email address used to log in to the BlueVine account.

Connecting the Guarantor to the Client

BlueVine should be able to demonstrate confidently that the named Guarantor is a principal or agent of the client who is competent to obligate the Client in our financing agreements. As a matter of underwriting risk, we require that the Guarantor has had such capacity for [REDACTED] to show that the business operations will not substantially change in the short term due to a change in management.

Connecting the User to the Client

In most cases, the User is the Guarantor, and if the above two points are cleared, then we have also made this connection. Sometimes, though, the user prefers that a third party operate the BlueVine account, such as an accountant, CFO, or office assistant. In these cases, BlueVine needs to be sure that this person is likely in a position to accurately manage the BlueVine account (aware of financials and business operations) and is formally authorized to do so (i.e. with signed Ratification confirmed to be from the Guarantor).

Connecting the Client to the Primary Bank Account

One of the most effective methods of identity theft is to acquire genuine business bank statements and alter the account number so that the money never reaches the account that produced the statements. BlueVine must be sure that the Primary Bank Account belongs to the Client.

Connecting the Financial Information to the Primary Bank Account

Most Clients who apply to BlueVine do so with some understanding of what lenders hope to see in their clients. When that expectation does not match their current reality, some Clients will alter their statements to present a better financial condition that gets better credit offers than they would legitimately qualify for. BlueVine needs to be confident that the transactions and balances described in the Client's bank account information genuinely occurred in that account.

Connecting the Financial Information to Legitimate Business Activities

Similar to the above point, BlueVine must be careful to avoid complicity in or being fooled by money laundering schemes. The Financial Information, either from statements or a bank connection, may be authentic, but the apparent inflows and outflows may be artificially crafted to appear to be revenue and expenses when the User is in fact primarily engaged in moving money between accounts that they control, possibly at different financial institutions.

Confirm that the Guarantor and Client are unique within BlueVine's funded book of Clients

As policy, BlueVine limits exposure to each Guarantor and Client to one funded User. One aspect of this policy is pure underwriting Risk (Assets for healthy "Business A" may be transferred to struggling "Business B" to cover its obligations thereby putting Business A at risk of its own default), but it is also possible for a bad faith actor to repeatedly test our approval processes with information that has worked previously in hopes that they

find a magic formula of an application that we will approve to fund several times (and never be repaid).

Connecting the Actual User to the Expected User

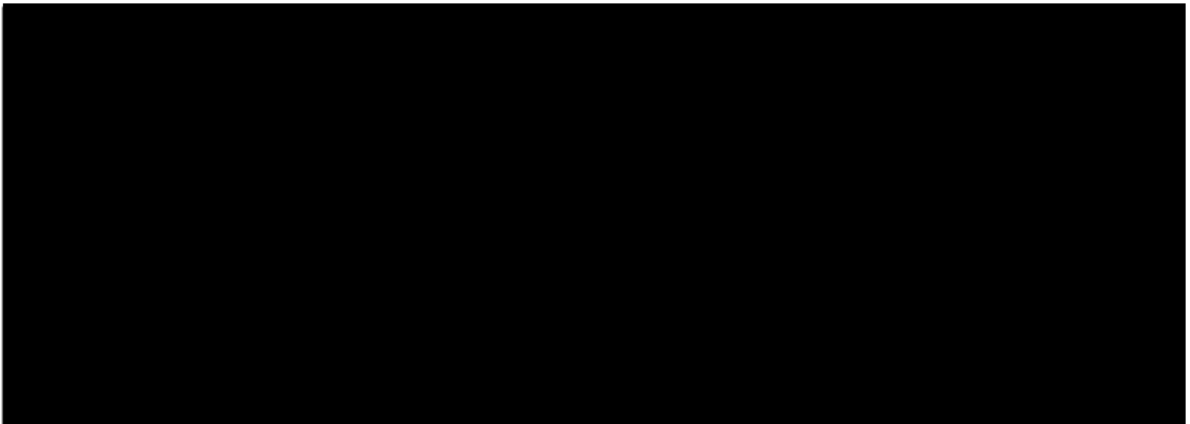
BlueVine's transactions are all requested remotely. Unlike a brick-and-mortar lender, we do not have the opportunity to require a person to show us their ID every time they authorize a transaction. BlueVine must have robust security processes in place to be certain that the person directing the BlueVine account is the expected User and not, for example, an unrelated person who has hacked access to the User's email address.

Fraud Ring Alerts

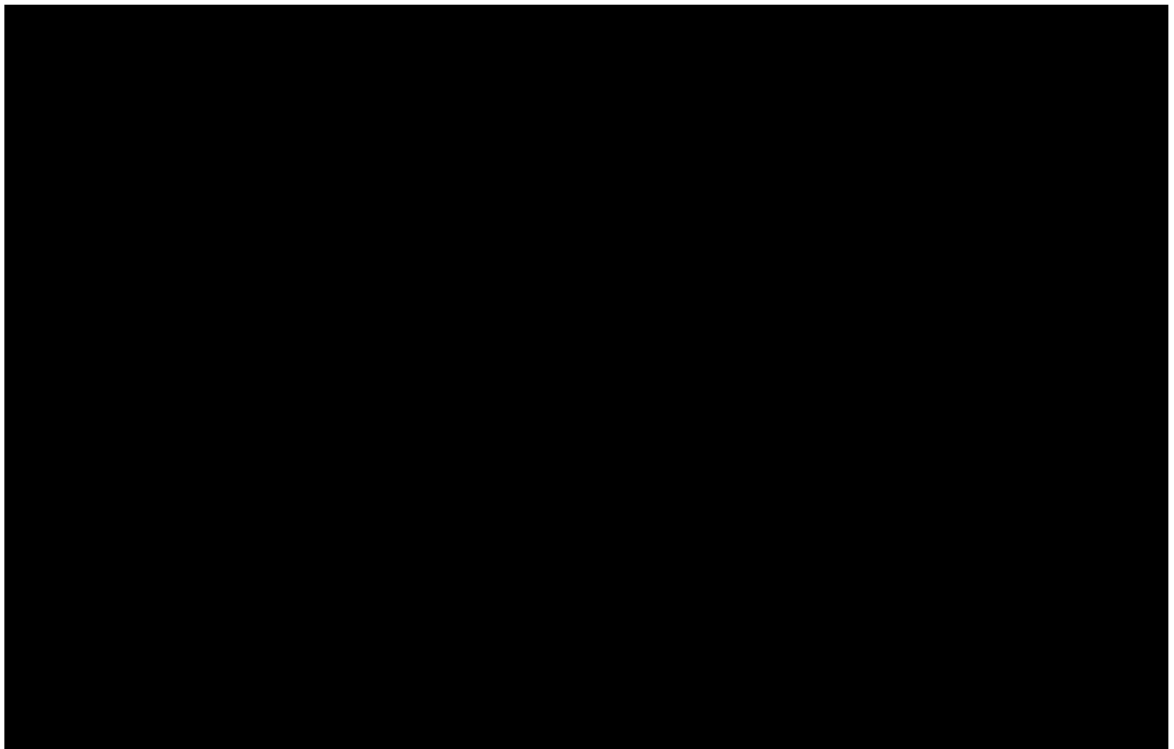
BlueVine is occasionally targeted by groups of bad actors attempting to borrow funds with no intent to repay. When we identify such a group, we build an alert to detect new applications with the same signals and highlight them for intense scrutiny. These signals can cross a variety of the above issues.

Available Tools

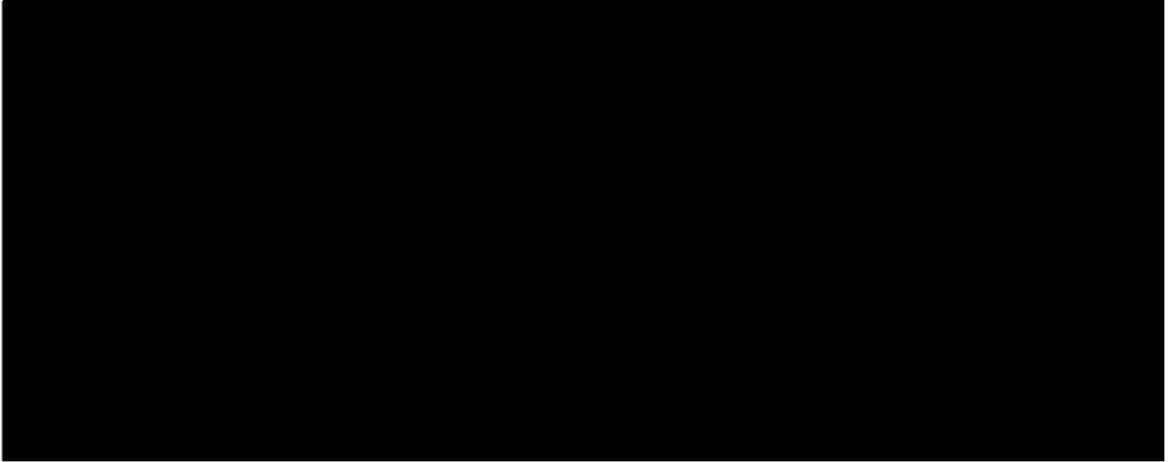
EmailAge



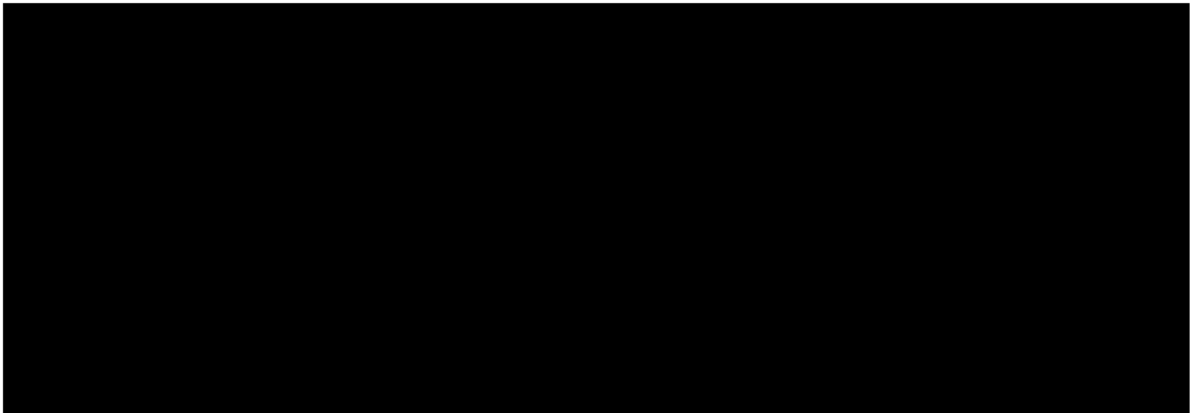
GIACT



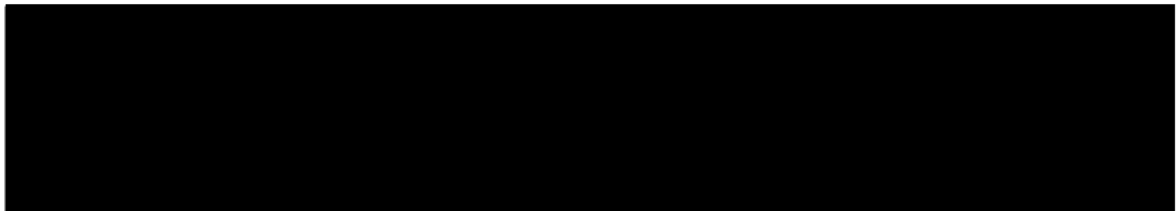
Yodlee



ExifTool



Mitek



Shared Elements

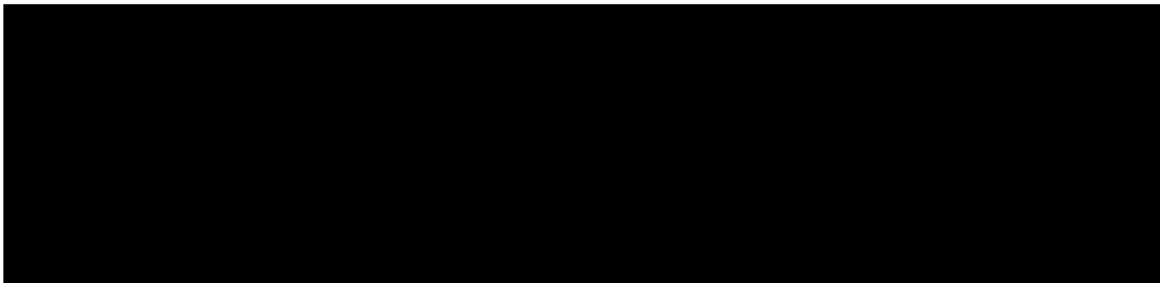




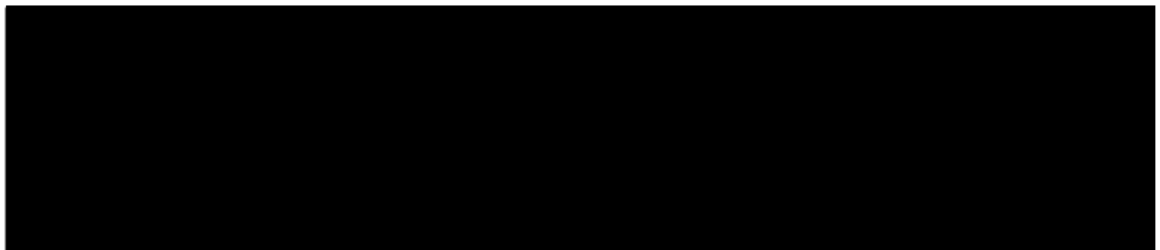
Consumer Credit Report



TLO and CLEAR



Whols



MaxMind



Document Produced in Native Format

Message

From: [REDACTED]@bluevine.com]
on behalf of [REDACTED]@bluevine.com > [REDACTED]@bluevine.com]
Sent: 4/15/2020 2:00:00 PM
To: [REDACTED]@celticbank.com]
BCC: [REDACTED]@bluevine.com
Subject: BlueVine KBA Process

Hi [REDACTED]-

I wanted to provide additional details on how BlueVine meets the SBA's e-signature guidance requirements for knowledge based authentication ("KBA").

As you've helpfully flagged, Section D.4 of the SBA e-signature guidance requires a lender to authenticate an applicant before collecting a valid electronic signature. Section D.4 notes that "[a]uthentication refers to the process used to confirm an individual's identity as a party in a transaction." it goes on to state that both a (1) approved authentication mechanism and (2) knowledge-based authentication factor are required to have a valid e-signature.

As was discussed previously, BlueVine meets the authentication mechanism requirement by sending applicants a one-time validation email. Applicants must use the validation email to get to the e-signature pages in our PPP application process.

With respect to KBA factors, BlueVine meets SBA standards by collecting and verifying an applicant's name, address, SSN and DOB. This meets the SBA/NIST requirements that lenders "must verify an individual's name and date of birth, and either the social security number or driver's license number."

The applicant's name, address, DOB and SSN are compared to a file from Experian's Precise ID service to see if we can verify the information. A borrower must have these knowledge-based elements authenticated before they can sign their application and loan note.

Borrowers who fail the Experian verification process are required to provide a photo of their driver's license. BlueVine then looks to verify the information provided on the ID by using Mitek, a commercial identity verification provider. Persons who fail this secondary authentication method are not allowed to complete an application, meaning we do not collect an e-signature from them.

Thanks,

[REDACTED]
Redacted

--
[REDACTED] Director of Regulatory and Product Legal
BlueVine | [REDACTED]

Message

From: [REDACTED]@celticbank.com]
on behalf of [REDACTED]@celticbank.com> [REDACTED]@celticbank.com]
Sent: 5/2/2020 6:16:43 PM
To: [REDACTED]@bluevine.com]; [REDACTED]@bluevine.com]; [REDACTED]
[REDACTED]@bluevine.com]
CC: [REDACTED]@bluevine.com]; [REDACTED]@bluevine.com]; [REDACTED]@celticbank.com];
[REDACTED]@celticbank.com]; [REDACTED]@celticbank.com]; [REDACTED]
[REDACTED]@celticbank.com]
Subject: BlueVine PPP Loan Documentation Review

Hi BlueVine Team,

Our CEO has asked us to perform a brief review of the PPP origination process. As you are well aware, we are originating annual program volumes in mere days. The goal is to ensure that documentation, loan amounts and fund disbursement are all happening correctly. To this end I will be sending you 10 loans we've selected for review in a secure email.

For the loans selected can you please provide the following information and borrower provided documents:

- Workbook/Loan Package containing:
 - o SBA Loan Number
 - o Date of Loan Approval
 - o Loan Amount Approved
 - o Date of Loan Funding
 - o Loan Amount Funded
 - o The Average Monthly Payroll calculation
 - o Other qualifying expenses included in the loan amount calculation
- A copy of the borrower's application
- Documentation and/or methods used to authenticate and confirm the borrower's identity
- Documentation of an OFAC check
- Documentation obtained/used to verify payroll expenses
- Documentation obtained/used to verify other qualifying expenses

Please provide this information by EOD Monday, 5/4. If it would be more efficient to do a screen share session, we can make ourselves available on Monday. If you have quality control testing in place for PPP we would welcome the opportunity to learn more about what you are doing and the results of your work.

Thank you advance for your help with this.

Kind Regards,

[REDACTED] CRCM
Vice President, Strategic Lending Partnerships



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]

Web: <https://celticbank.com>



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Message

From: [REDACTED]@celticbank.com]
on behalf of [REDACTED]@celticbank.com> [REDACTED]@celticbank.com]
Sent: 6/4/2020 5:57:29 PM
To: [REDACTED]@bluevine.com]; [REDACTED]@bluevine.com]
CC: [REDACTED]@bluevine.com]; [REDACTED]@bluevine.com]; [REDACTED]@bluevine.com]; [REDACTED]@celticbank.com]; [REDACTED]@celticbank.com]
Subject: PPP Fraud Controls

[REDACTED] this update is very helpful. Thank you.

Yesterday BlueVine agreed to provide a proposal for incremental identity and financial manipulation controls by Tuesday. After discussion with our CEO we are asking that you respond by end of day Friday.

We want decisions to be informed by data. Please share your fraud analysis.

As an example, in efforts to inform where to strengthen controls, are you able to provide segmentation of total loan volumes and known funded fraud volumes by channel source for:

- GIACT pass vs others
- Geography
- Loan size bands
- Entity type
- Personal vs business account (loan proceeds)
- Experian pass criteria bands
- Emailage pass
- Exiftool pass
- Number of connections to other applications (3 seems set for manual review seems too high)
- Etc...

I am available to discuss and help with the process.

Regards

[REDACTED]
Chief Risk Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111

Tel: [REDACTED]

Fax: 801 303 1930

Web: <https://celticbank.com>



From: [REDACTED]@bluevine.com>
Sent: Wednesday, June 3, 2020 4:48 PM
To: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com> [REDACTED]@celticbank.com>
[REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Cc: PPP Fraud <pppfraud@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]

[REDACTED]@bluevine.com>

Subject: PPP Fraud controls

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Celtic Team,

As discussed, the attached document summarizes the recent fraud controls that were put in place to address fraud for PPP.

As we continue to track trends and put more rules in place, we will keep updating this document and provide you those updates.

Let us know if you have any questions.

Thanks,

[REDACTED]

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TAX DISCLOSURE: Any reference in this transmission, including attachments, to federal tax matters cannot be relied upon to avoid tax penalties and may not be used or referred to in marketing or promotional materials.

Message

From: [REDACTED]@bluevine.com]
on behalf of [REDACTED]@bluevine.com> [REDACTED]@bluevine.com]
Sent: 6/7/2020 8:29:48 PM
To: [REDACTED]@celticbank.com]; [REDACTED]@celticbank.com]; [REDACTED]
[REDACTED]@celticbank.com]; [REDACTED]@celticbank.com]
CC: PPP Fraud [REDACTED]@bluevine.com]; [REDACTED]@bluevine.com]; [REDACTED]
[REDACTED]@bluevine.com]; [REDACTED]@bluevine.com]
Subject: Fraud analysis and proposed measures - Celtic applications

Hi all,

we have completed our fraud analysis and our internal alignment on the measures we're looking to implement to further address fraud in our system.

Below you can find both the analysis and the expected impact. Attached you can find our Celtic-specific working file.

Bottom lines of our proposed change (impact based on past 2 weeks of applications):

- Auto-reject 78% of the fraud applications not previously rejected, along with 91% of the fraud applications previously manually rejected. In addition we will require manual review of an additional 9% of the fraud applications we previously approved. The impact of these measures on good funding would be a 43% reduction.
- The Bluevine team is already in the process of incorporating it into our work processes, and should be able to have this live by Monday morning for new applications, and complete the rejection of all clients already in our backlog by Wednesday (we will put in measures to prevent the approval of these applications in the interim).

A few things to note before diving in:

1. Research was done on data from 06/05. Additional fraud claims and fundings happening afterwards are not included.
2. Research focused only on Applications that have either been approved or rejected by Bluevine. Research file does not include applications still pending review.
3. Research was performed on applications for both Celtic and CRB, and proposed measures will be implemented on both. Provided data has been limited to Celtic applications only, and anonymized from including any PII.
4. The Bluevine team is already in the process of incorporating it into our work processes, and should be able to have this live by Monday morning for new applications, and complete the rejection of all clients already in our backlog by Wednesday (we will put in measures to prevent the approval of these applications in the interim).
5. Applications identified as good in this analysis might include funded applications that have not been reported as fraud as of yet.
6. While proposed measures will be very impactful on our good volume, we believe the measures proposed will allow us to invest more of our efforts towards lower risk clients and therefore gain back part of the good volume through operational efficiency

Full research summary:

A. general trend based on application week

We are seeing a significant increase in the proportion of fraud applications as the program progressed. While we are seeing a proportional increase in fraud applications we have been able to reject upfront, the levels of fraud in

the system over the past few weeks are of sufficient concerns for us to now wish to take significantly more decisive action, as detailed below.

In [table A](#) you can see the ratio of fraud applications by each application calendar week (16 is the week starting 04/13, 23 is the week starting 06/01):

Row Labels	Fraud-approved	fraud-rejection	Good-approved	Other - approved	Other-rejection	Grand Total
16	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%
17	0.09%	0.55%	50.35%	0.07%	48.94%	100.00%
18	0.07%	0.38%	60.74%	0.05%	38.75%	100.00%
19	0.13%	0.38%	72.99%	0.08%	26.42%	100.00%
20	0.37%	1.65%	79.40%	0.17%	18.41%	100.00%
21	0.79%	1.90%	84.00%	0.18%	13.13%	100.00%
22	1.06%	3.54%	86.18%	0.19%	9.03%	100.00%
23	0.58%	4.45%	87.93%	0.09%	6.96%	100.00%
Grand Total	0.27%	1.12%	66.63%	0.09%	31.90%	100.00%

- Fraud - approved: Fraudulent or suspected fraudulent applications Bluevine was not able to detect prior to submitting to Celtic
- Fraud - rejected: Fraudulent or suspected fraudulent applications Bluevine and celtic were able to prevent from funding upfront
- Good - approved: Applications Bluevine and Celtic have funded and have not been identified as fraudulent as of yet
- Other - approved: Applications Bluevine has been able to approved but have not been funded yet
- Other - rejections: Applications that have been rejected or canceled for non-fraud reasons

B. proposed measures

To help reduce the levels of fraud in the system, deter future fraud attempts, and sustain operational efficiencies bluevine is proposing making the following changes to the program:

1. Auto reject all applications who receive a suspicious score from emailage (fraud review / data entry review) without giving the applicant option to remedy
2. Auto reject all applications who receive a suspicious score from Giact (gVerify: bad / no data | gAuthenticate for business name: CA21- known mismatch | gAuthenticate for owner name: CA21 - known mismatch) without giving applicant option to remedy
3. Auto reject all applications who are using a high risk RTN (including Navy Federal) or IP based on identified involvement of those elements with fraud attacks without giving the applicant option to remedy
4. Manually review all applications with offer of \$250K or more who are not auto-rejected by previous logics

By auto-rejecting the majority of these applications we will free up capacity on our fraud investigation team to perform more in-depth analysis of the cases reaching their desk, while allowing the remainder of our team to focus their efforts on other lower-risk applications.

You can find each individual measure analysis table under the analysis tab in the attached file ([tables b1-7](#)).

C. Impact of proposed measures

Overall, the impact of the proposed measures based on applications from the past 2 weeks would be to auto-reject 78% of the fraud applications not previously rejected, along with 91% of the fraud applications

previously rejected. In addition we will manually review an additional 9% of the fraud applications we previously approved.

The impact of these measures on good funding would be a 43% reduction, though we are confident we will be able to regain portions of this volume by re-allocating our internal resources to focus more efforts on lower-risk applications.

In table C below you can see the proportional impact on applications from the past 2 weeks:

Row Labels	Fraud-approved	fraud-rejection	Good-approved	Other - approved	Other-rejection	Grand Total
auto-reject	78.46%	90.79%	43.02%	54.55%	43.91%	45.29%
manual review	9.23%	3.62%	1.16%	0.00%	2.72%	1.45%
keep-as-is	12.31%	5.59%	55.81%	45.45%	53.37%	53.25%
Grand Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Please let us know if you have questions, thoughts or comments about these measures.

Thanks,



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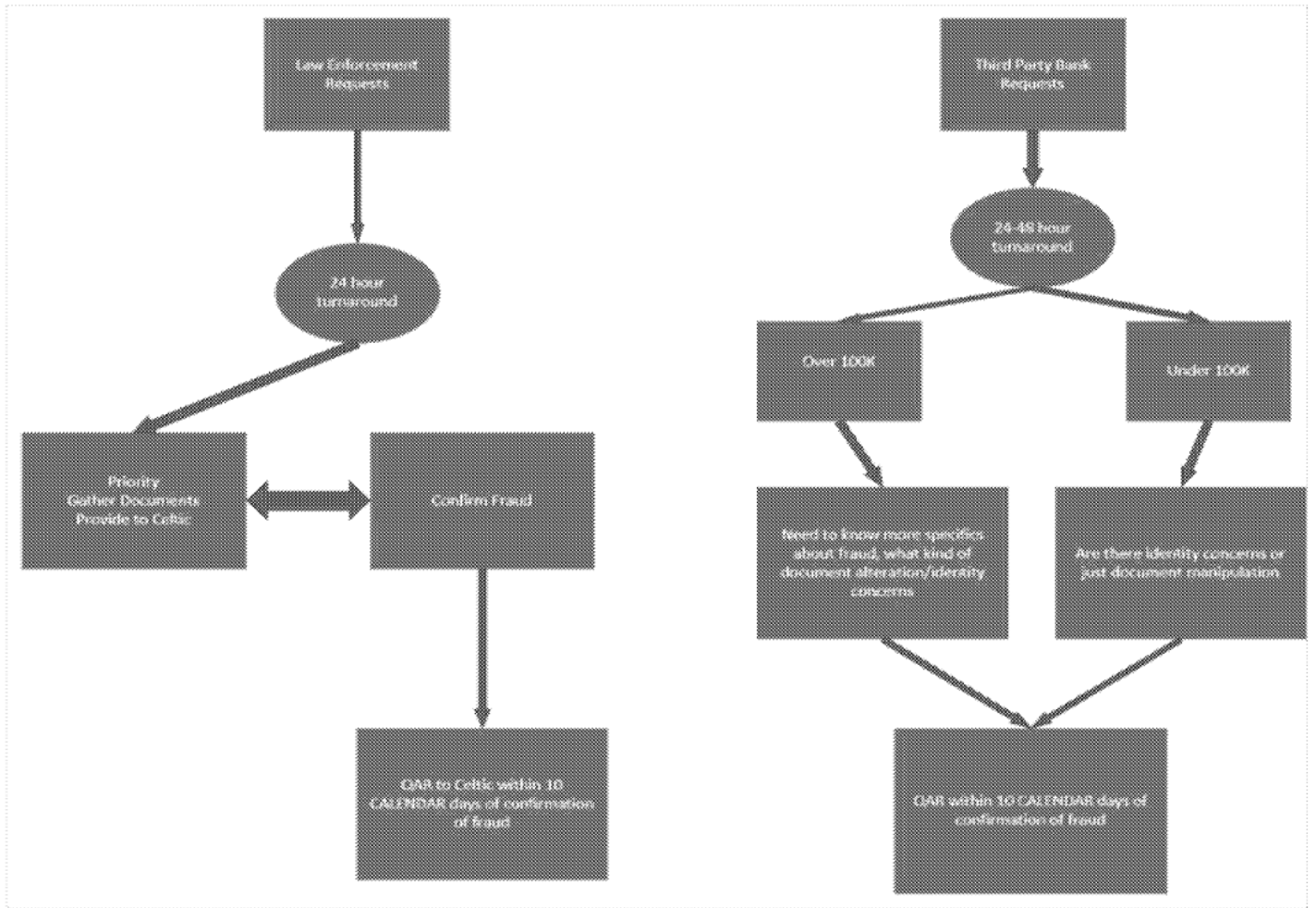
Message

From: pppfraud@bluevine.com [pppfraud@bluevine.com]
on behalf of [REDACTED]@celticbank.com> [REDACTED]@celticbank.com]
Sent: 7/21/2020 11:50:48 AM
To: [REDACTED]@bluevine.com]; [REDACTED]@bluevine.com]; PPP Fraud
[REDACTED]@bluevine.com]
CC: Investigations [REDACTED]@celticbank.com]; [REDACTED]@celticbank.com]; [REDACTED]
[REDACTED]@celticbank.com]; [REDACTED]@celticbank.com]; [REDACTED]@celticbank.com]
Subject: Fraud/QARs

Good Morning BV Team,

We wanted to provide a little more clarity around Celtic's stance on QARs/Fraud and the varying priorities. Happy to discuss any questions/concerns at the call later today or before if necessary.

- **QARs:** need to be uploaded 10 CALENDAR days from the date of confirmation of fraud.
 - "Confirmation" means the moment that Celtic receives notification via email that BlueVine has identified fraud on a loan and recommends Celtic attempt to recall funds.
- **Fraud Rings:** When investigating a loan for fraud, BlueVine should make the best effort to simultaneously search all available information possible for signs of linkages, not just IP address and cookies. This search should include address locations, PDF creators, phone numbers, similar owners, same accounts, phone numbers, etc.
 - If connections are made, BlueVine needs to include all information in the same QAR/folder.
 - If a previous QAR was submitted prior to identifying connections, please notify Celtic Bank that an amended QAR has been uploaded. As always, please include all pieces of information in the folders.
- **Law Enforcement Requests:** Requests for files need to be a priority. Celtic Bank wants this turn around for documentation within 24 hours. The investigation for fraud should be done concurrently while collecting all required documentation (IP address, supporting documentation, loan file, communication, etc.).
 - If fraud is identified during this collection process, please submit a QAR to Celtic Bank within 10 calendar days of confirmation of fraud.
- **Third Party Bank:** These request should be prioritized based on the loan amount.
 - If over \$100K, BlueVine's response should be very specific as to the types of fraud identified (ie., documentation alteration, identity concerns, TLO/GIACT failure).
 - For referrals less than \$100K, please continue to let Celtic Bank know if it is first/third party fraud.



Thanks,

██████████ CAMS
 Compliance Manager - BSA Officer

CELTICBANK
 268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
 Tel: ██████████

Web: <https://celticbank.com>
 FDIC

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Message

From: [REDACTED]@celticbank.com]
on behalf of [REDACTED]@celticbank.com > [REDACTED]@celticbank.com]
Sent: 1/13/2021 8:26:51 PM
To: [REDACTED]@bluevine.com]
CC: [REDACTED]@celticbank.com]; [REDACTED]@celticbank.com]; [REDACTED]
[REDACTED]@celticbank.com]; [REDACTED]@celticbank.com]; [REDACTED]
[REDACTED]@bluevine.com]; [REDACTED]@bluevine.com]; [REDACTED]
[REDACTED]@bluevine.com]; [REDACTED]@bluevine.com]
Subject: BV PP2 Fraud Questions
Attachments: PPP2 Fraud Mitigation Measures Overview_01112020.pdf

Hi [REDACTED] & Team,

Please see our questions below regarding the fraud controls and considerations this time around. Comments were made based on a review of the attached documentation. Sharon and I have discussed some of this earlier, but need to connect our fraud teams to establish the final expectations.

[REDACTED] would you be available to talk through these today at our regularly scheduled 3 MT Fraud call?

Thanks,

[REDACTED] CRCM
Vice President, Strategic Lending Partnerships



From: [REDACTED]@celticbank.com >
Sent: Wednesday, January 13, 2021 12:18 PM
To: [REDACTED]@celticbank.com >; [REDACTED]@celticbank.com >
Cc: [REDACTED]@celticbank.com >; [REDACTED]@celticbank.com >
Subject: FW: BV PP2 Fraud Overview

[REDACTED]

Here are my list of questions. The BV Fraud call is at 3PM today, if possible can we included [REDACTED] to walk through some of these?

- For Sentilink: [REDACTED]?
- Repeat Offenders – Can you give us a quick overview of how's you're planning to address? Assuming you will be tracking / blacklisting previously identified IP addresses associated with fraud.
- "Suspicious values and loans over 50k" – why only review doc manipulation over \$50K and not for everyone loan?
 - Is this an automated or manual process? How/When does Ocrulus get involved? Upfront for every application or on the back end if flagged?
- According to this package, Bluevine is not using GAuthenticate. GVerify only tells us if the account is open/active. How are they matching name on bank account to name on application?
 - We have various instances where name on account doesn't match name of funding. I feel pretty strongly that GAuthenticate could significantly deter further back end fraud or hiccups in funding if this process was implemented.
- What is the specific risk tolerance for high-risk email based on name connection to business and creation date?

- "Web email domains with no connection to business / owner and recent creation date" - So if I apply with my email hoopsandladders@gmail.com created 6 months ago but my business is Bakers Dozen LLC and my name is [REDACTED], they would reject that because it doesn't match?
- How are they validating that the business was in operation on February 15 2020?
 - Are they now checking good standing against the Secretary of State?
- What are the provided unwanted lists for business industries?
- Are they doing quality control to ensure that these processes are working properly as we go through this next round? If they are, what is the frequency?

Thanks,

[REDACTED] CAMS
Compliance Manager - BSA Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111

Tel: [REDACTED]

Web: <https://celticbank.com>



From: [REDACTED]@celticbank.com>
Sent: Tuesday, January 12, 2021 8:04 PM
To: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Cc: [REDACTED]@celticbank.com>
Subject: RE: BV PP2 Fraud Overview

Hi Team,

Can we get some written questions on this back over to BV early tomorrow?

Thanks,

[REDACTED] CRM
Vice President, Strategic Lending Partnerships



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111

[REDACTED]

From: [REDACTED]@celticbank.com>
Sent: Tuesday, January 12, 2021 10:25 AM
To: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Cc: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Subject: BV PP2 Fraud Overview

FYI. I haven't looked at it yet.

[REDACTED]
Vice President - Compliance



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111

Tel: [REDACTED]

Fax: 801 303 1930

Web: www.celticbank.com



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PPP 2 FraudMitigation Measures

High Level Overview, January 2021

General Flow

New Clients 1st / 2nd Draw

Message

From: [REDACTED]@bluevine.com
on behalf of [REDACTED]@bluevine.com <[REDACTED]@bluevine.com>
Sent: 1/14/2021 8:45:16 PM
To: [REDACTED]@celticbank.com
CC: [REDACTED]@bluevine.com]; [REDACTED]@bluevine.com]; [REDACTED]
[REDACTED]@bluevine.com]; [REDACTED]@celticbank.com]; [REDACTED]@celticbank.com];
[REDACTED]@celticbank.com]; [REDACTED]@celticbank.com]
Subject: Re: RECAP - BV PP2 Fraud Questions

Hi [REDACTED]

thanks for summarizing yesterday's call!

Just a few corrections to make sure we're fully aligned:

1. specifically phone numbers and addresses won't prohibit users from re-applying, but will allow us to identify higher risk applications during the application process. Not sure if this difference is meaningful on Celtic's side, but wanted to highlight for transparency's sake
2. Regarding Feb. 2020 operations, classifying it as relying on borrower attestation is inaccurate. We are relying on our previous validation of this specific criteria from the first loan of the same applicant, since these are all repeat borrowers and this validation was a part of the requirements of our first review of the borrower. We are also relying on the SBA extension of the first loan, along with a lack of subsequent identified issues prior to the borrower's application for a second loan.
3. We do not have 120 different processes (though it may feel that way at times), but 120 different processors = team members working on manually validating PPP applications we were not able to make a decision on automatically.

Thanks,
[REDACTED]

On Thu, Jan 14, 2021 at 7:49 AM [REDACTED]@celticbank.com> wrote:

[REDACTED]

Thanks for jumping on the call yesterday to discuss the controls for this next round. I just want to make sure we are aligned on our discussion. Let me know if I missed/misspoke on anything below.

- This round of funding between Celtic and Bluevine only involves repeat borrowers.
 - Previous Borrowers will need to login to their existing dashboard linked to PP1. Aside from the addition of beneficial owners, all existing information from PP1 should be static unless applicant contacts BV directly. If email or other information is changed, BV will run checks for fraud.
 - If a beneficial owner is added, full CIP/OFAC and fraud checks will be ran.
 - OFAC screening on all repeat customers.
 - [REDACTED]

- "Suspicious values and loans over 50k" – Misunderstanding, BV will be running Exiftool through an API to screen **all** documentation, regardless of amount. If documentation gets flagged, application goes to a manual review which includes the use of Inscribe and/or Ocrulus.
- GAuthenticate will be run on every application.
- How are they validating that the business was in operation on February 15 2020? – Relying on borrower's attestation.
- What are the provided unwanted lists for business industries? – SBA Prohibited list.
- For quality control, BV will have up to 120 different processes running so they will focus their efforts on quality checks through sample selection. If Celtic (or Bluevine) notice that certain process may not be working properly, they will focus their efforts there.

Thanks,

██████████ CAMS

Compliance Manager - BSA Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111

Tel: ██████████

Web: <https://celticbank.com>



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Message

From: [REDACTED]@bluevine.com]
on behalf of [REDACTED]@bluevine.com> [REDACTED]@bluevine.com]
Sent: 3/30/2021 7:50:42 PM
To: [REDACTED]@celticbank.com]; [REDACTED]@bluevine.com]; [REDACTED]
[REDACTED]@bluevine.com]; [REDACTED]@bluevine.com]
CC: [REDACTED]@bluevine.com]; [REDACTED]@celticbank.com]; [REDACTED]
[REDACTED]@celticbank.com]; [REDACTED]@celticbank.com]; [REDACTED]@celticbank.com]
Subject: RE: QAR Escalations - Timing and Completeness

Hi [REDACTED]

Appreciate you reaching out and outlining Bank's concerns around QARs filings.

The gaps here have definitely been a result of the volume of cases, complexities of linked networks, and resource constraints. However, we are actively trying to solve for this from fixing issues in the QAR template to enhancing internal trackers for better prioritization and oversight. We are also continuing to add more resources to conduct fraud reviews.

Think it would be helpful to connect over a call and we can give you updates from our side and discuss the plan forward. We can discuss as part of the standing call tomorrow or happy to set up time per your availability.

Thanks,
[REDACTED]

From: [REDACTED]@celticbank.com>
Sent: Tuesday, March 30, 2021 9:56 AM
To: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com> [REDACTED]
[REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>; [REDACTED]
[REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Subject: QAR Escalations - Timing and Completeness
Importance: High

Hi folks,

I wanted to touch base with this group as we have growing concern about the timeliness and completeness of investigations and QARs from BlueVine. Under our BSA Standards, our partners have 30 days to investigate an account once you receive an alert (in this case, a grand jury subpoena, federal law enforcement request, etc.) to make the determination if the activity is questionable/confirm fraud. If confirmed, BlueVine needs to submit a QAR to us within that 30 day timeframe. Once we receive your QAR, we have 30 days to investigate to determine if the questionable activity is suspicious, and if it is suspicious, we have 30 days to draft the SAR and file it with FinCEN. This is the 30x30x30 rule that is industry standard.


I understand that the surge in fraud associated with PPP has strained all of our resources but we need to prioritize the timeliness and completeness of these reviews. Recently, we have had a lot of back and forth on incomplete QARs and this is putting us behind on our timeframes. Some back and forth occur over the course of several weeks, and therefore we are unable to accurately report suspicious activity within 30 days. We need to avoid this at all costs because it is a direct violation of law, which can lead to monetary fines and enforcement action under the worst case scenarios. Below are a few examples where we are running past the timeframes highlighted above. We do speak with the fraud team twice a week to get status updates, but we still are still coming up short.

Redacted

Redacted

We need to come up with an action plan for this issue since we have potential violations. Please let me know if you would like to set up a meeting to discuss.

Thanks,


Vice President - Compliance



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111

Tel: 

Fax: 801 303 1930

Web: www.celticbank.com



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Message

From: [REDACTED]@celticbank.com]
on behalf of [REDACTED]@celticbank.com> [REDACTED]@celticbank.com]
Sent: 3/31/2021 8:58:57 PM
To: [REDACTED]@bluevine.com]; [REDACTED]@bluevine.com]; [REDACTED]
[REDACTED]@bluevine.com]; [REDACTED]@bluevine.com]
CC: [REDACTED]@bluevine.com]; [REDACTED]@celticbank.com]; [REDACTED]
[REDACTED]@celticbank.com]; [REDACTED]@celticbank.com]; [REDACTED]@celticbank.com]
Subject: RE: QAR Escalations - Timing and Completeness

Thanks for the quick response [REDACTED]. We can chat about it on the standing call. We will need to document an action plan with dates for addressing the issues, so we can work together to do that. Thanks again.

[REDACTED]
Vice President - Compliance



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]
Fax: 801 303 1930

Web: www.celticbank.com



From: [REDACTED]@bluevine.com>
Sent: Tuesday, March 30, 2021 1:51 PM
To: [REDACTED]@celticbank.com>; [REDACTED]@bluevine.com>; [REDACTED]
[REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>; [REDACTED]
[REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Subject: RE: QAR Escalations - Timing and Completeness

Hi [REDACTED]

Appreciate you reaching out and outlining Bank's concerns around QARs filings.

The gaps here have definitely been a result of the volume of cases, complexities of linked networks, and resource constraints. However, we are actively trying to solve for this from fixing issues in the QAR template to enhancing internal trackers for better prioritization and oversight. We are also continuing to add more resources to conduct fraud reviews.

Think it would be helpful to connect over a call and we can give you updates from our side and discuss the plan forward. We can discuss as part of the standing call tomorrow or happy to set up time per your availability.

Thanks,
[REDACTED]

From: [REDACTED]@celticbank.com>
Sent: Tuesday, March 30, 2021 9:56 AM
To: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>
Cc: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Subject: QAR Escalations - Timing and Completeness
Importance: High

Hi folks,

I wanted to touch base with this group as we have growing concern about the timeliness and completeness of investigations and QARs from BlueVine. Under our BSA Standards, our partners have 30 days to investigate an account once you receive an alert (in this case, a grand jury subpoena, federal law enforcement request, etc.) to make the determination if the activity is questionable/confirm fraud. If confirmed, BlueVine needs to submit a QAR to us within that 30 day timeframe. Once we receive your QAR, we have 30 days to investigate to determine if the questionable activity is suspicious, and if it is suspicious, we have 30 days to draft the SAR and file it with FinCEN. This is the 30x30x30 rule that is industry standard.

I understand that the surge in fraud associated with PPP has strained all of our resources but we need to prioritize the timeliness and completeness of these reviews. Recently, we have had a lot of back and forth on incomplete QARs and this is putting us behind on our timeframes. Some back and forth occur over the course of several weeks, and therefore we are unable to accurately report suspicious activity within 30 days. We need to avoid this at all costs because it is a direct violation of law, which can lead to monetary fines and enforcement action under the worst case scenarios. Below are a few examples where we are running past the timeframes highlighted above. We do speak with the fraud team twice a week to get status updates, but we still are still coming up short.

Redacted

Redacted

We need to come up with an action plan for this issue since we have potential violations. Please let me know if you would like to set up a meeting to discuss.

Thanks,

[REDACTED]
Vice President - Compliance



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111

Tel: [REDACTED]

Fax: 801 303 1930

Web: www.celticbank.com



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Celtic QAR Escalation Enhancements

Issue:

On 3/30/2021, Celtic reached out to BlueVine seeking improvements in the turnaround time for, and completeness of, fraud reviews and QARs from BlueVine in connection with PPP application referrals.

Root Cause:

The items identified by Celtic were a result of the unprecedented volume of PPP loans requiring review, the complexities of linked networks, and resource constraints to support the volume.

Action Plan:

BlueVine has taken multiple steps to ensure we meet all of the QAR requirements for PPP loans, given the unique circumstances described below and above.

1. Template Issues: BlueVine has partly automated the QAR template to streamline the filing of the reports and to support the increased volume. During the implementation of the automation, there were some issues observed where the correct dates were not being populated correctly. This also resulted in additional back-and-forth with Celtic.

All of the template-related issues that had been identified were reviewed and remediated as of early March 2021. BlueVine's Compliance team will continue to monitor and perform QA testing to ensure that there are no other issues.

2. Resource Reshuffling: In mid-March, BlueVine also reallocated internal resources to ensure that the intake of referrals are attended to immediately.
3. Internal BlueVine Priority Tracker: On 3/3/2021, BlueVine also implemented an internal priority tracker to efficiently prioritize fraud reviews based on deadlines and other requirements.
4. Guidelines from Celtic: It was observed that some cases required a significant amount of back-and-forth between Celtic and BlueVine, and multiple amendments were required to individual QARs. Some of this was a result of complexities of linked networks, blocking of PPP2 clients, internal efforts to prioritize cases, etc. Celtic and BlueVine now have aligned on nuanced situations and cases. This clarified alignment should also help expedite the filings.
5. Fraud review team resources: BlueVine is also continuing to add more resources to support fraud reviews. Our new Senior Fraud Manager joined on 2/16/2021, and the team is also expanding to add an additional full-time employee on 4/19/2021 to specifically help support PPP fraud reviews.

6. Ongoing weekly meetings: BlueVine will continue to work with Celtic to address any open questions and provide updates during the weekly meetings with Celtic to make sure there are no holdups, and to ensure the timeliness of our fraud reviews and the completeness of all reports.

Message

From: [REDACTED]@bluevine.com]
on behalf of [REDACTED]@bluevine.com > [REDACTED]@bluevine.com]
Sent: 4/22/2021 1:40:10 PM
To: [REDACTED]@crossriver.com]; [REDACTED]@crossriver.com; [REDACTED]@bluevine.com];
[REDACTED]@bluevine.com]
CC: [REDACTED]@bluevine.com]; [REDACTED]@crossriver.com]; [REDACTED]
[REDACTED]@crossriver.com]
Subject: Re: Fraud policies

+ [REDACTED]

Attached please find an overview of the changes and improvements we did for this PPP round.

Please let us know if you have any questions or concerns.

Thanks

On Wed, Apr 21, 2021 at 3:41 PM [REDACTED]@crossriver.com> wrote:

[REDACTED]

CRB is reviewing partner Fraud policies and procedures related to PPP loans. We have *Bank Secrecy Act, Anti-Money Laundering, and OFAC Policy* in our files, attached.

CRB's request of BlueVine:

- Please confirm whether there are any other policies or procedures related to Fraud that perhaps we do not have, includes updates to the attached, and kindly provide the same.
- Please also provide any policy or procedure versions that may have existed between the PPP launch last April and now, as well as their effective dates, as one of CRB's goals is to focus on the progression of Fraud policies and procedures over time.

Happy to discuss.

Thank you,

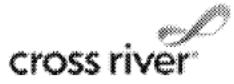
[REDACTED]

| MPL Compliance Senior Manager

Cross River

T: [REDACTED] M: [REDACTED]

crossriver.com



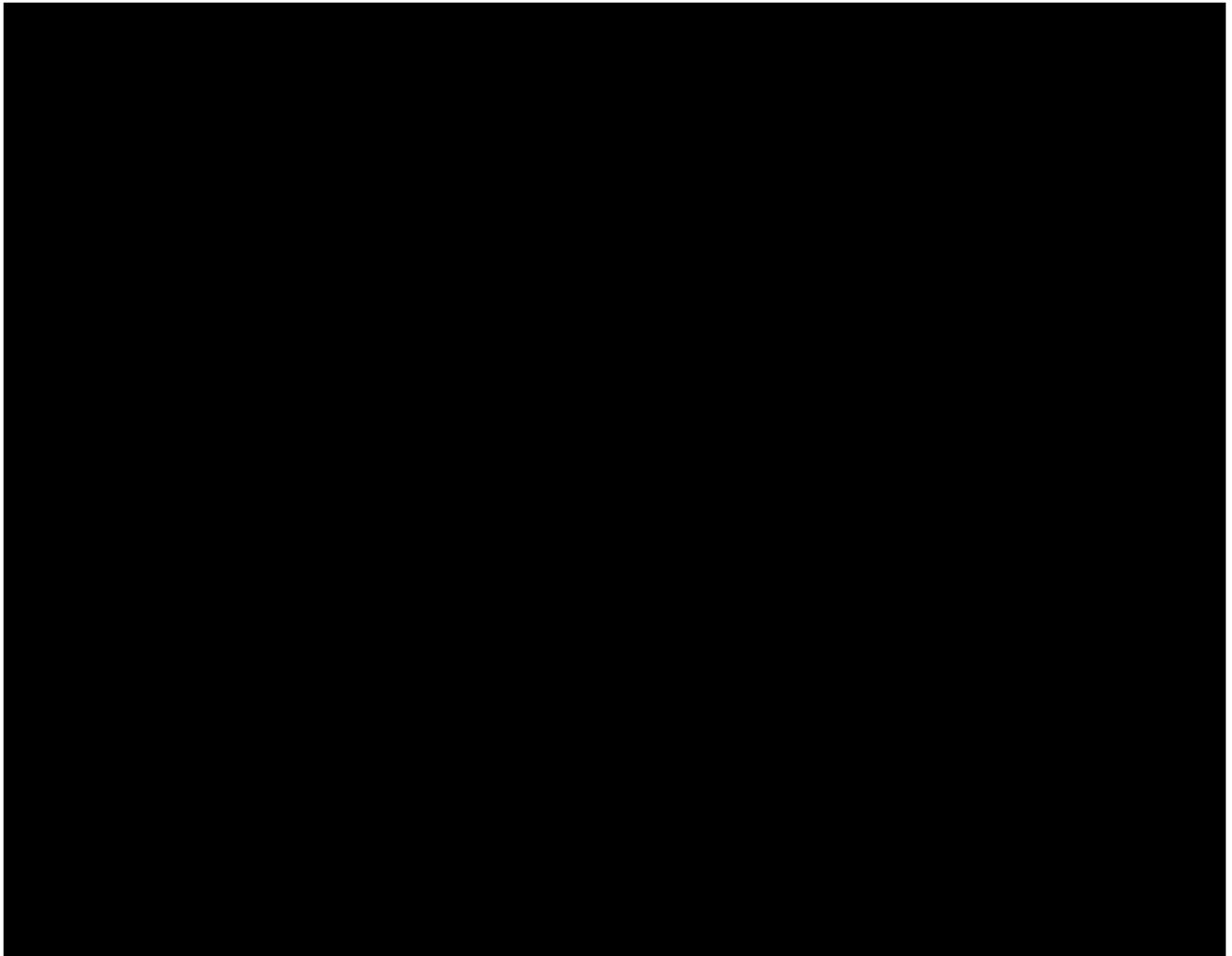
--



Chief Risk Officer, BlueVine

PPP 2021: Added Fraud Prevention Measures

As part of BlueVine's preparation for the 2021 round of PPP, BlueVine added the following enhancements to its pre-existing fraud prevention measures:



- **A zero-tolerance approach towards fraud suspicions** - any PPP loan request that generated a fraud suspicion was rejected with no option for remedies or secondary review.
- **Additional human resources** for review and monitoring.

AMENDMENT #1 TO LOAN PROGRAM AGREEMENT

This Amendment #1 to the Loan Program Agreement (“**Amendment**”) is made and entered into on January 6, 2021 (the “**Amendment Effective Date**”), by and between BlueVine Inc., a Delaware corporation (“**BlueVine**” or “**Sponsor**”) and Cross River Bank, a New Jersey state chartered bank (“**Bank**”). BlueVine and Bank are collectively referred to as the “**Parties**” and are individually referred to as a “**Party**.” Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement (defined below).

RECITALS

WHEREAS, BlueVine and Bank entered into the Loan Program Agreement by and between the Parties dated April 5, 2020, as may be amended from time to time, (the “**Agreement**”); and

WHEREAS, the Parties wish to amend the Agreement in accordance with the terms and conditions set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. Any and all references to the CARES Act or Cares Act PPP are hereby amended to include the Consolidated Appropriations Act of 2021, dated December 27, 2020 (the “**CA Act**”), as of the Amendment Effective Date. This amendment is not intended to affect, and does not affect, except as agreed upon herein, any obligations of either Party under the PPP Loan Program Agreement, including, without limitation, amounts due to BlueVine prior to the Amendment Effective Date.
2. The recitals are amended to add the following to the end thereof:

WHEREAS, BlueVine desires to provide certain services as a referral agent on behalf of Bank, as set forth herein. In that limited capacity, it is the Parties’ intention that BlueVine act as a general agent as contemplated in the CARES Act and the first interim final rule published in the Federal Register on April 15, 2020, and not a Lender Service Provider, as defined in 13 C.F.R. Section 103(a)(1). The Parties acknowledge that the SBA defines Lender Service Provider broadly in Part 2, Section A, Chapter 5, Subsection D.5 of the SBA’s Standard Operating Procedures Number 50 10, version 6 (the “**SOP**”); however, the Parties understand that the broad definition of Lender Service Provider and the general requirements for 7(a) agents are intended to apply solely to the standard 7(a) loan program and not the Paycheck Protection Program. As of the date of this Agreement, the SBA and the Treasury have not released any guidance suggesting PPP referral agents are subject to the requirements outlined in the SOP. The Bank will have oversight of BlueVine activities relating to this Agreement

and will maintain exclusive control over the origination, disbursement, and servicing of all Loans referred to Bank under the Program.

3. Section 2.2 is amended to add the following to the end thereof.

BlueVine shall submit to the Bank an overview of its know-your-customer/business and vendor due diligence processes, as well as the borrower application, solely in connection with the Program, as well as any material changes thereto during the pendency of the Program, for the Bank's consideration. Following the Amendment Effective Date, BlueVine shall submit to the Bank any proposed material changes to its webpage and marketing material solely in connection with the Program for the Bank's consideration. In all cases, the Bank will respond with any and all comments or questions within seventy-two (72) hours of submission (unless BlueVine requests an expedited review), or the changes, processes, or material will be used by BlueVine. Bank may thereafter provide comments and questions on ongoing collateral material (e.g., website). In all cases, Bank will not unreasonably withhold its approval or request changes that are not commercially reasonable. In all cases, BlueVine will use best efforts to make reasonable updates requested by Bank to such processes or material. The offering of applications for new Loans will not go live until requested reasonable changes have been made.

4. Section 3.1 is amended to add the following to the end thereof:

(t) Opt-Out Requests. BlueVine will manage all marketing and other opt out requests that the BlueVine receives. BlueVine will share such information with Bank as Bank may need to comply with such opt out requests. BlueVine will assist Bank with any and all Loan Applicant and Borrower opt-out requests relating to the Program that Bank receives. Bank is to submit any such requests to BlueVine within three (3) business days of receipt.

(u) Subpoenas/Regulatory Matters. Solely in connection with Loans under the Program, BlueVine will make best efforts to promptly assist Bank, within seven (7) Business Days of receipt, unless a shorter time frame for response is required such as for expedited subpoena or SBA requests that need to be responded to sooner, with any and all subpoena requests, requests from the SBA, requests from the Bank related to the Travel Rule 31 C.F.R. 103.33(g), and/or any requests from applicable authorities and regulators. The Parties agree that this Section 3.1 (u) survives termination or expiration of this Agreement.

(t) Adverse Action Notices. BlueVine will communicate all regulatory required notices for Loan Applications that are denied which includes those that received a counter-offer.

(x) Subagents. BlueVine shall remain primarily and directly responsible for the performance of BlueVine's subagents or subcontractors and for using best efforts to ensure that such performance is carried out in accordance with the terms of this Agreement and in compliance with the requirements set forth herein; and (ii) BlueVine shall use its best efforts to ensure that its agreement with the subagent or subcontractor

(the “**Subagent Agreement**”) contains confidentiality terms and obligations that are substantially similar to those set forth in this Agreement with respect to Confidential Information. In addition, the Parties agree that a subagent and/or subcontractor is not entitled to any fees paid by the SBA or by Bank, any fees or payments to a subagent and/or subcontractor shall be the sole responsibility of BlueVine, and BlueVine will indemnify Bank from any claims for fees or payments by a subagent and/or subcontractor.

(y) Losses. Sponsor will be responsible for losses associated with the Program that are directly caused solely by Sponsor, excluding good faith errors, unforeseeable errors or issues, or errors or issues within the Bank’s control. Bank will be responsible for losses associated with the Program that are directly caused solely by the Bank, excluding good faith errors, unforeseeable errors, or errors or issues within the Sponsor’s control.

(z) Loan Applicant/Borrower Customer Service. BlueVine is responsible for establishing and maintaining customer service support for the Program. Customer service support will be conducted by trained agents using a commercially reasonable standard of care and consistent with commercially reasonable industry practices. BlueVine will assist prospective Loan Applicants with completing and submitting the Loan Application to Bank.

(aa) Exclusivity. BlueVine will act as a referral agent performing the services exclusively for Bank. The Parties agree that BlueVine will not act as a referral agent or perform any and all similar services for any third parties. Specifically excluded from this exclusivity provision and services, however, are PPP loans for borrowers that have been referred to or submitted by BlueVine through one other existing lender partner in connection with PPP or loan processing. BlueVine understands that nothing herein prevents Bank from contracting with other agents or third parties providing similar services. Bank understands that nothing herein prevents BlueVine from directly offering its own SBA PPP loans to borrowers without referral to Bank. Bank further understands that BlueVine makes no representations regarding the amounts or volume of Loans offered directly by BlueVine as compared to Bank under this Agreement, and that Loans may be referred to Bank within BlueVine’s reasonable discretion based on, among other things, State-related lending limitations, loan amounts above \$150,000.00, and capital requirements, but not, for example, perceived loan quality or amount of SBA fees paid to the lender. BlueVine will not use adverse selection or other methodology that would negatively impact the loan quality. The Parties agree that any and all PPP loans above \$150,000.00 will automatically be referred to Bank, apart from PPP loans for borrowers that have been referred to or submitted by BlueVine through one other existing lender partner in connection with PPP or loan processing. The PPP loans above \$150,000.00 will not be included in the calculation of the adverse selection or other methodology that would negatively impact the loan quality.

5. Section 3.1(k) is amended to add the following to the end thereof:

Solely in connection with Loans under the Program, BlueVine will assist Bank, within seven (7) Business Days from receipt of all necessary information from Bank, unless a shorter time frame for response is reasonably required, with any and all fraud review requests from Bank. BlueVine will immediately report any and all suspected fraud to Bank by submitting an incident report no later than three (3) weeks after such incident. The Parties agree that Section 3.1(k) survives termination or expiration of this Agreement.

6. Section 3.1(e) is amended to add the following to the end thereof.

Complaint Management; Litigation. BlueVine will maintain a Complaint management process which reasonably complies with the requirements of Exhibit D attached hereto and made a part hereof. BlueVine shall notify the Bank within five (5) Business Days of any notice or Complaint threatening litigation or enforcement against the other Party received by BlueVine related to the Program.

7. The final sentence of Section 3.1(g) shall be amended to state: No less often than quarterly, or more frequently upon reasonable request by Bank, Sponsor shall deliver to Bank all the Program Materials and Advertising Materials with respect to each Loan.

8. Section 5.1(a) is amended to add the following to the end thereof:

(i) BlueVine acknowledges and agrees that BlueVine will not be paid the Sponsor Agent Fees until the Bank is paid its SBA lender fee. Furthermore, the Sponsor agrees that in the event that the Bank is required to repay its lender fees to the SBA, BlueVine will return to Bank the corresponding Sponsor Agent Fee paid out of such Lender Fee within twenty (20) days of request by the Bank, to the extent the Sponsor Agent Fee has been paid to Sponsor by the Bank.

9. As of the Amendment Effective Date, Exhibit A is replaced in its entirety with the Exhibit A attached hereto and made a part hereof.

10. The Parties agree that if any guidance or interpretation(s) of the CA Act is issued that affects any material terms or obligations under the Agreement, the Parties will meet and confer in good faith to reach agreement regarding those material terms and obligations.

11. The Parties agree that, notwithstanding any statement to the contrary in the Agreement, either Party may terminate the Agreement for convenience (a) upon the completion date of the current PPP Loan Program (which means the end of the CA Act funding), notwithstanding any extensions or contemplated extensions of the PPP Loan Program; or (b) with 30 days' written notice. Any such termination does not relieve either Party of any surviving or continuing obligations under the Agreement.

12. Except as specifically amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of any inconsistency between the express provisions of this Amendment and the Agreement, the provisions of this Amendment shall take precedence and govern with respect to the subject matter of this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment through their duly authorized officers effective as of the Amendment Effective Date.

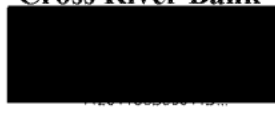
BlueVine Inc.



Name: Yacov Eyal Lifshitz

Title: CEO & President

Cross River Bank



Name: Gilles Gade

Title: CEO



Name: 

Title: General Counsel

Exhibit A-**Sponsor Agent Fees**

For Loans received by Bank as of January 6, 2021, and thereafter, the Fees applicable under this Agreement shall be assessed based on each Loan Amount funded under the Loan Program Agreement, as follows:

Loan Amount	Sponsor Agent Fee Rate
\$350,000 and under	1.0%
Greater than \$350,000 and up to, but not including, \$2,000,000	0.50%

The payment of any and all Sponsor Agent Fees will be delayed by Bank until Bank receives payment of the corresponding lender fee from the SBA. BlueVine shall send Bank a monthly invoice for amounts owed under this Exhibit, showing calculations of fees earned at the different fee levels. Payment will be due within ten (10) business days following receipt of the lender fee. The Parties will work to ensure that all amounts are promptly agreed upon in writing to be paid. Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that Bank shall not owe and will not pay any and all Sponsor Agent Fees until Bank has been paid the corresponding Loan processing fee from the SBA. Bank agrees to submit a completed Form 1502 to the SBA for all submitted Loans no less frequently than every two weeks. The Parties agree that Loans that exceed \$2,000,000.00 will not be processed under the Program.

Furthermore, in the event that the Bank is required to repay its lender fees to the SBA, BlueVine will return to Bank the corresponding Sponsor Agent Fee(s) within twenty (20) days of receipt of a request by the Bank.

Exhibit D

Complaints

The Agent shall:

- Adopt the Bank's Complaint definition by policy;
- Report the Complaint's using Bank's log on a monthly basis; on or before the 10th of the month;
- Respond to all Complaint's in a timely manner; and
- Report all Complaints to the Bank as described in this Exhibit A

Escalated Complaints

- The following shall be considered Escalated Complaints:
 - Complaints addressed to an executive of the Bank or otherwise directed specially to the Bank.
 - Complaints received by the Sponsor or the Bank through a third party such as the CFPB, BBB, State Attorneys General, regulatory agency or other governmental agency, official or elected representative.
 - Complaints identifying UDAAP or Fair Lending violation(s).
- Escalated Complaints received by the Sponsor shall be reported to the Bank within five (5) business days of receipt.
- The Sponsor shall provide the results of its Complaint investigation at least seven (7) Business Days in advance of the response deadline, assuming the response deadline exceeds Fourteen (14) Days from receipt by Sponsor.

Complaints Received by the Bank

- The Bank will notify the Agent of any Complaints received and provide a copy thereof. The Agent shall include these Complaints using the Bank's complaints log.
- Escalated Complaints received by the Bank shall be reported to the Sponsor within five (5) business days of receipt. The Agent shall provide the results of its investigation, any related documents, and, to the extent necessary and applicable to the resolution of the complaint, a draft response responding to each allegation within five (5) business days of receipt.
- Other Complaints - Depending on the severity of the Complaint, the Bank may request assistance in investigating and responding to the Complaint or allow the Agent to respond to the customer directly and report the response as part of the regular monthly reporting.
- Where no deadline is set by the Complaint source (e.g., CFPB, state attorney general, BBB), reasonable efforts should be made to investigate the allegation and respond within thirty (30) days. If the investigation is not completed within this time, an interim response shall be sent to the customer explaining the status of the investigation and specifying the anticipated date of completion.

Complaint Log

To the extent reasonably available, the Parties' respective complaint logs should include the following elements:

Date Complaint Made	Date Complaint Received	Complaint Source – include SBA loan number	3rd-Party Provider (if applicable)	Due Date	Description of Complaint (Root Cause)	Description of Resolution if resolved;	Response Date
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LOAN PROGRAM AGREEMENT

between

CROSS RIVER BANK

and

BLUEVINE CAPITAL INC.

Dated as of

April 5, 2020

020188-459/00235205-2

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LOAN PROGRAM AGREEMENT

THIS LOAN PROGRAM AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made and entered into as of this 5th day of April, 2020 (the "Effective Date"), by and between CROSS RIVER BANK, a New Jersey state chartered bank ("Bank") and BLUEVINE CAPITAL INC., a Delaware corporation ("Sponsor").

WHEREAS, the Coronavirus Aid, Relief and Economic Security Act ("CARES Act") provides for Small Business Administration ("SBA") Paycheck Protection Program ("PPP") Loans in the Section 7(a) loan program ("Loans");

WHEREAS, Bank is an FDIC-insured New Jersey state-chartered bank and Section 7(a) Lender under the CARES Act with the authority to originate Loans throughout the United States of America; and

WHEREAS, Sponsor desires to solicit, market, and act as referral agent for Loans, and Sponsor and Bank desire that Sponsor refer Borrowers to Bank for Loans in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the terms, conditions and mutual covenants and agreements contained herein, for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1.1. Definitions. In addition to definitions provided for other terms elsewhere in this Agreement and except as otherwise specifically indicated, the following terms shall have the indicated meanings set forth in this Section 1.1.

"ACH" means automated clearing house.

"Advertising Materials" means all materials and methods used by Sponsor in the performance of its marketing, advertising, promotional and solicitation services under this Agreement, including advertisements, direct mail pieces, electronic, telephonic and/or internet marketing, brochures, call scripts, website materials and any other similar materials.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, such Person. As used in this definition of Affiliate, the term "control" means the power, directly or indirectly, to direct or cause the direction of the management and policies of a Person, whether through ownership of such Person's voting securities, by contract or otherwise, and the terms "affiliated", "controlling" and "controlled" have correlative meanings.

“Agreement” means this Loan Program Agreement, including all schedules and exhibits hereto, as the same may be amended or supplemented from time to time.

“Anti-Corruption Laws” means all laws, rules, and regulations of any jurisdiction applicable to Sponsor or its Subsidiaries from time to time concerning or relating to bribery or corruption.

“Anti-Money Laundering Laws” means all laws, rules and regulations of any jurisdiction applicable to Sponsor or its Subsidiaries from time to time concerning or relating to money-laundering, including the Bank Secrecy Act 31 U.S.C. § 5311 et seq. and Regulation X promulgated thereunder and the applicable sections of the Patriot Act and implementing regulations related to know-your-customer and customer identification programs.

“Applicable Laws” means all federal, state and local laws, statutes, ordinances, regulations and orders, together with all rules and guidelines established by self-regulatory organizations, including the National Automated Clearing House Association, or government sponsored entities, applicable to a party or relating to or affecting any aspect of the Program (including the CARES Act, PPP and Loans), rules and guidelines in effect from time to time as established by the SBA, consumer credit laws, rules and regulations, and all requirements of any Regulatory Authority having jurisdiction over a party hereto or any activity provided for in this Agreement, including all rules and any regulations or policy statements or guidance and any similar pronouncement of a Regulatory Authority, or judicial or regulatory interpretation of the foregoing, applicable to the acts of Bank, Sponsor or a Third-Party Service Provider as they relate to the Program or a party’s performance of their obligations under the Program Documents.

“Bank” has the meaning set forth in the recitals.

“Bank Processing Fee” means, with respect to each Loan, the amount paid by the SBA to Bank for processing Loans, as more fully set forth in Exhibit A.

“Borrower” means, with respect to any Loan, each entity, firm, corporation, or enterprise who is a borrower under such Loan and each other obligor (including any co-signor or guarantor) of the payment obligation for such Loan.

“Business Day” means any day upon which New Jersey state banks are open for business, but excluding Saturdays and Sundays.

“Commencement Date” means the Effective Date.

“Complaint” means an oral or written statement or inquiry from a consumer, or his or her representatives, or about a consumer concerning products or services offered by Bank or Sponsor in connection with this Agreement, and includes informal inquiries and regulatory correspondence, including but not limited to federal and state authorities. “Inquiry” for purposes of this definition excludes a question that a reasonable person would conclude from the facts does not indicate a concern on the part of the person making the inquiry.

“Compliance Guidelines” means the policies and procedures for compliance with Applicable Laws, as set forth in Exhibit C.

“Confidential Information” is defined in Section 10.4.

“Control” means with respect to any party, either (i) ownership directly or indirectly of fifty (50%) percent or more of all equity interests in such party or (ii) the possession, directly or indirectly, of the power to direct or cause the day-to-day direction of the management and policies of such party, through the ownership of voting securities, by contract or otherwise, and the terms Controlled, Controlling and Common Control shall have correlative meanings.

“Customer Information” means all information concerning Borrowers and Loan Applicants, including nonpublic personal information as defined under the Gramm-Leach-Bliley Act of 1999 and implementing regulations, including all nonpublic personal information of an Owner, or related to customers or consumers of either party, including but not limited to names, addresses, telephone numbers, account numbers, customer lists, credit scores, and account information, financial information, transaction information, consumer reports and information derived from consumer reports, that is subject to protection from publication under applicable law, including (i) any and all medical or personal information handled by Sponsor in connection with the Program that is required to be treated as confidential or nondisclosable pursuant to the Health Insurance Portability & Accountability Act of 1996, as amended, including the rules and regulations thereunder, and the related privacy and security provisions of the Health Information Technology for Economic and Clinical Health Act of 2009, as amended, including the rules and regulations thereunder; and (ii) any and all Borrower data handled by Sponsor in connection with the Program required to be treated as confidential or otherwise subject to the control objectives of the Payment Card Industry Data Security Standard, as amended, including the rules and regulations thereunder.

“Effective Date” is defined in the preamble to this Agreement.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and any rule or regulation issued thereunder.

“FDIC” means the Federal Deposit Insurance Corporation.

“FFIEC” means the Federal Financial Institutions Examination Council.

“Funding Date” means any day on which Bank receives a Funding Statement from Sponsor pursuant to Section 5.1(a); provided, however, that if Bank receives any such Funding Statement (i) on a day that is not a Business Day or (ii) after 12:00 pm Eastern Time on a Business Day, Bank may delay the Funding Date to be the immediately succeeding Business Day.

“Funding Statement” is defined in Section 5.1(a).

“GAAP” means generally accepted accounting principles in the United States of America, applied on a materially consistent basis.

“Governmental Authority” means any court, board, agency, commission, office or authority of any nature whatsoever or any governmental unit (federal, state, commonwealth, county, district, municipal, city or otherwise), including the Office of the Comptroller of the Currency, the Department of Justice, the Federal Deposit Insurance Corporation, the Board of

Governors of the Federal Reserve System, the Consumer Financial Protection Bureau, and the New Jersey Department of Banking and Insurance whether now or hereafter in existence, including any Regulatory Authority.

“Government List” means (i) the Annex to Presidential Executive Order 13224 (Sept. 23, 2001), (ii) OFAC’s most current list of “Specifically Designated National and Blocked Persons” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treasury.gov/ofac/downloads/t11sdn.pdf> or any successor website or webpage) and (iii) any other list of terrorists, terrorist organizations or narcotics traffickers maintained by a Governmental Authority that Bank notifies Sponsor in writing is now included in “Government List”.

“Indemnified Party” is defined in Section 10.1(c).

“Indemnifying Party” is defined in Section 10.1(c).

“Information Security Incident” means any actual or reasonably suspected unauthorized access to or acquisition, use, disclosure, modification or destruction of any nonpublic personal information.

“Initial Term” is defined in Section 7.1.

“Insolvent” means, with respect to any specified Person, the failure by such Person to pay its debts in the ordinary course of business, the inability of such Person to pay its debts as they come due or the condition whereby the sum of such Person’s debts is greater than the sum of its assets.

“Intellectual Property Rights” means all (i) intellectual property rights of any kind, worldwide, including utility patents, design patents, utility models, and all applications for the foregoing; (ii) Marks; and (iii) published and unpublished works of authorship, registered and unregistered copyrights, and all registrations and applications for the foregoing; software, technology, and documentation; and trade secrets, technical information, business information, ideas, inventions, know-how and other confidential and proprietary information, in whatever form.

“Loan” is defined in the Recitals.

“Loan Account Agreement” means, with respect to a Loan, the document or documents containing the terms and conditions of such Loan, including the disclosure statement, the loan agreement and the privacy notice.

“Loan Applicant” means a prospective Borrower that has completed a Loan Application for a Loan.

“Loan Application” means the completed paper document or electronic Paycheck Protection Program Application Form submitted by a Loan Applicant when requesting a Loan, together with any certifications, documentation, exhibits and ancillary materials required by the SBA pursuant to the CARES Act Paycheck Protection Program.

“Loan Documents” mean, collectively, with respect to any Loan, the Loan Account Agreement, the Note, the Loan Application and any other documents provided to Borrowers in connection with such Loan.

“Loan Proceeds” means, for any Loan, the funds disbursed to a Borrower under the Program, consisting of the principal amount of such Loan.

“Losses” shall mean all out-of-pocket costs, damages, losses, fines, penalties, judgments, settlements and expenses whatsoever, including outside attorneys’ fees and disbursements and court costs reasonably incurred by the Indemnified Party.

“Marks” means trademarks, trade names, service marks, logos, brands, corporate names, trade dress, domain names, social media user names, and other source identifiers or indicia of goods or services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, and all issuances, extensions, and renewals of such registrations and applications, and all goodwill associated with any of the foregoing.

“Materials” is defined in Section 4.2(b).

“Material Adverse Effect” means, with respect to a party and to any event or circumstance, a material adverse effect on (i) the business, condition (financial or otherwise), operations, or performance of a party or (ii) the ability of a party to perform its obligations under this Agreement.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA.

“Note” means, with respect to each Loan, the electronic records evidencing the Borrower’s obligation with regard to a Loan.

“Notification Related Costs” means Bank’s internal and external costs associated with investigating, addressing and responding to the Information Security Incident, including but not limited to: (i) preparation and mailing or other transmission of notifications or other communications to consumers, employees or others as Bank deems reasonably appropriate; (ii) establishment of a call center or other communications procedures in response to such Information Security Incident (e.g., customer service FAQs, talking points and training); (iii) public relations and other similar crisis management services; (iv) legal, consulting, forensic expert and accounting fees and expenses associated with Bank’s investigation of and response to such incident; and (v) costs for commercially reasonable credit reporting and monitoring services that are associated with legally required notifications or are advisable under the circumstances.

“OFAC” means the Office of Foreign Assets Control of the U.S. Department of Treasury.

“Owner” of a Loan Applicant refers to an owner of 20% or more of the equity of the Loan Applicant.

“Patriot Act” means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT ACT) of 2001, as the same may be amended from time to time, and corresponding provisions of future laws.

“Patriot Act Offense” means any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism; (B) the criminal laws against money laundering, (C) the Bank Secrecy Act, as amended, (D) the Money Laundering Control Act of 1986, as amended, or (E) the Patriot Act. “Patriot Act Offense” also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense.

“Pension Plan” means a pension plan (as defined in Section 3(2) of ERISA) subject to Title IV of ERISA, other than a Multiemployer Plan, which Borrower sponsors or maintains, or to which it makes, is making, or is obliged to make contributions, or in the case of a multiple employer plan (as defined in Section 4064(a) of ERISA) has made contributions at any time during the immediately preceding five plan years.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other entity, any Governmental Authority and any fiduciary acting in such capacity on behalf of any of the foregoing.

“Platform Technical Auditor” shall mean a consultant that is (a) not an Affiliate of Bank and (b) qualified to audit the Technical Information related to the Program.

“Program” means the Sponsor’s program for the marketing and servicing of Loans which Bank will originate pursuant to this Agreement and the Program Guidelines.

“Program Guidelines” means the guidelines for the administration of the Program, which consist of the Underwriting Procedures established by the SBA pursuant to the PPP, and the Compliance Guidelines.

“Program Manager” means the respective principal contact appointed by Bank and Sponsor to facilitate day-to-day operations and resolve issues that may arise in connection with the Program.

“Program Materials” means all Loan Documents and all other documents, materials and methods used in connection with the performance of the parties’ obligations under this Agreement, including the Loan Applications, disclosures required by the Applicable Laws, collection materials, and the like.

“Program Terms” means the pricing schedule and loan terms and conditions in connection with the Program and all Loans, as specified on Exhibit A.

“Regulatory Authority” means the Office of the New Jersey Department of Banking and Insurance, the FDIC and any local, state or federal regulatory authority, including the Consumer Financial Protection Bureau, that currently has, or may in the future have, jurisdiction or exercising regulatory or similar oversight with respect to any of the activities contemplated by this Agreement or any other Program Document or to Bank, Sponsor or Third Party Service Providers (except that nothing herein shall be deemed to constitute an acknowledgement by Bank that any Regulatory

Authority other than the New Jersey Department of Banking and Insurance and the FDIC has jurisdiction or exercises regulatory or similar oversight with respect to Bank).

“Renewal Term” is defined in Section 7.1.

“Representatives” is defined in Section 10.4(c).

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

“Sanctioned Country” means, at any time, a country or territory which is the subject or target of any Sanctions.

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member state, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the OFAC or the U.S. Department of State, or (b) the United Nations Security Council, the European Union or Her Majesty’s Treasury of the United Kingdom.

“Servicing Agreement” means any agreement relating to the servicing of any Loan including any master servicing agreement and any sub-servicing agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Sponsor” has the meaning set forth in the recitals.

“Sponsor Agent Fee” means, with respect to each Loan, the amount paid by Bank to Sponsor for each applicable, approved and funded Loan, as further described in Exhibit A.

“Sponsor Platform” means the computer software, proprietary system information, and related technology and documentation, developed and owned by, or licensed by third parties to, Sponsor relating to the lending services offered and/or provided by Sponsor to its customers pursuant to this Agreement, including the website operated by Sponsor, and all Intellectual Property Rights therein owned by Sponsor or licensed by third parties to Sponsor; provided that the Sponsor Platform does not include any Intellectual Property Rights owned by Bank or licensed by third parties to Bank; provided, further, that the ownership of Customer Information shall be determined in accordance with the provisions of Section 2.5.

“Subsidiary” means, with respect to a Person, any entity with respect to which more than fifty percent (50%) of the outstanding voting securities shall at any time be owned or controlled, directly or indirectly, by such Person and/or one or more of its Subsidiaries, or any similar business organization which is so owned or controlled.

“Technical Information” means, with respect to the Program and Sponsor Platform, all software, source code, documentation, algorithms, models, developments, inventions, processes,

ideas, designs, drawings, hardware configuration, and technical specifications, including, but not limited to, computer terminal specifications and the source code developed from such specifications.

“Term” is defined in Section 7.1.

“Termination Event” is defined in Section 8.1(a).

“Third Party Service Provider” means, any contractor or service provider retained, directly or indirectly, by Bank or Sponsor, who provides or renders services in connection with the Program.

“Tracking Reports” is defined in Section 3.1(i)(B).

“Underwriting Procedures” means the underwriting requirements the SBA pursuant to the Paycheck Protection Program of the CARES Act to be used by Sponsor in reviewing all Loan Applications on behalf of Bank, as set forth in Exhibit B.

Section 1.2. Construction. As used in this Agreement: (i) all references to the masculine gender shall include the feminine gender (and vice versa); (ii) all references to “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation”; (iii) references to any law or regulation refer to that law or regulation as amended from time to time and include any successor law or regulation; (iv) references to another agreement, instrument or other document means such agreement, instrument or other document as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof; (v) references to “dollars” or “\$” shall be to United States dollars unless otherwise specified herein; (vi) unless otherwise specified, all references to days, months or years shall be deemed to be preceded by the word “calendar”; (vii) all references to “quarter” shall be deemed to mean calendar quarter; (viii) unless otherwise specified, all references to an article, section, subsection, exhibit or schedule shall be deemed to refer to, respectively, an article, section, subsection, exhibit or schedule of or to this Agreement; (ix) unless the context otherwise clearly indicates, words used in the singular include the plural and words in the plural include the singular; and (x) in connection with the computation of any time period, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding”.

ARTICLE II

GENERAL PROGRAM DESCRIPTION

Section 2.1. General Description. The Sponsor and Bank hereby agree that (a) Sponsor shall market Loans in accordance with the Program Guidelines throughout the United States and its territories in order to facilitate the making of Loans by Bank to Borrowers and (b) any review, approval, consent or other involvement by Bank in any action, any document preparation, any review or any other Sponsor action, shall not relieve Sponsor from its obligations to ensure that Loans are originated and Loan Applications are handled consistent with Applicable Laws and the Program Guidelines. The duties of the parties in connection with the Program shall be as set forth in the terms of this Agreement.

Section 2.2. Program Terms and Program Guidelines. Sponsor shall comply with the Program Terms and the Program Guidelines in connection with the administration of the Program.

Section 2.3. Program Modifications. Bank may change the Program Terms or the Program Guidelines as a result of a change in Applicable Laws, at the request of a Regulatory Authority or as a result of judicial or regulatory interpretation of an Applicable Law (each, a “Mandatory Change”). In the event of such Mandatory Change, Bank agrees to use reasonable efforts to provide Sponsor with adequate time as may be necessary for Sponsor to implement such changes, however, not longer than the Mandatory Change may require or time Bank determines is reasonably necessary to adequately comply with the modification mandated by the Mandatory Change, whichever is earlier.

Section 2.4. [Intentionally Omitted]

Section 2.5. Ownership of Loans; Customer Information.

(a) Ownership of Loans. From the date Bank funds a Loan in accordance with the Program Guidelines, Bank shall be the sole owner for all purposes (including for tax, accounting and legal purposes) of such Loan.

(b) Customer Information. Bank shall have sole ownership of all Customer Information with respect to the Program at all times. Sponsor may use the Customer Information in connection with the Program during the term of this Agreement, and to any other extent to which consent is given by the Borrower.

ARTICLE III

DUTIES OF SPONSOR AND BANK

Section 3.1. Duties and Responsibilities of Sponsor. Sponsor shall perform and discharge the following duties and responsibilities in connection with the services provided to Bank:

(a) Marketing. Sponsor shall be responsible for the marketing of the Loans to persons through use of the Advertising Materials approved by Bank pursuant to Section 4.2 of this Agreement and Program Materials. Sponsor’s marketing efforts may include the use of radio, television, internet and print advertising and any other form of media deemed reasonable by Bank and approved by Bank in accordance with Section 4.2. In marketing the Loans, Sponsor shall at all times and in all material respects comply with Applicable Laws, the terms of this Agreement, and Bank’s trademark usage guidelines which may be updated from time to time.

(b) Program Controls and Monitoring Policies. Sponsor shall establish and maintain such controls as may be necessary or desirable to adequately control, monitor and supervise the operation of each Program, including the approval of each Loan thereunder. Sponsor shall maintain policies and procedures relating to the Program Guidelines for each Program and all Applicable Laws that are acceptable to Bank, including procedures relating to periodic training and on-going monitoring and auditing of Sponsor and Third Party Service Providers for

compliance with this Agreement, the Program Guidelines, and all Applicable Laws. Sponsor acknowledges that Bank retains the authority, in its sole discretion, to require Sponsor to revise its existing policies and procedures, or, as necessary, implement new policies and procedures, relating to any function or activity integral to the Program Guidelines for the Program and all Applicable Laws.

(c) Compliance. Sponsor shall comply with the Program Guidelines and Applicable Laws and administer the Program Guidelines in connection with its duties hereunder. As a third-party service provider to Bank, and to the extent applicable, Sponsor agrees to comply with and be bound by the National Automated Clearing House Association (“NACHA”) Rules as amended from time to time.

(d) Loan Origination.

(A) Application Processing. Sponsor shall (i) accept Loan Applications from Loan Applicants using a Loan Application form that is approved by Bank (ii) provide reasonable assistance to each prospective Loan Applicant in completing a Loan Application (iii) review all completed Loan Applications for compliance with the Program Guidelines and forward all such completed Loan Applications that satisfy the Program Guidelines to Bank (or its designated loan processing agent) electronically or by other appropriate means agreeable to both parties (iv) on behalf of Bank, take appropriate measures to verify the identity of all Loan Applicants consistent with Applicable Laws and the Program Guidelines and (v) take such further steps as it deems reasonably necessary to prevent fraud in connection with the Program.

(B) Approvals. All Loan approvals shall be based upon the information provided by Loan Applicants to Bank through Sponsor and such other information as obtained by Sponsor at the direction of Bank, pursuant to the Program Guidelines. No Loan Application shall be approved unless it complies with the Program Guidelines and any Loan Application shall be deemed not approved to the extent it does not comply with the Program Guidelines; it being understood that compliance with the Program Guidelines shall be the responsibility of Sponsor and Sponsor shall strictly comply with all Applicable Laws. At the time Sponsor forwards to Bank any Loan Application that satisfies the Program Guidelines, Sponsor shall be deemed to represent to Bank that the related Borrower is not listed on any Government List. All Loan Application processing functions performed by Sponsor hereunder shall be supervised by Bank and Bank shall have the right to review and audit Loan Applications to determine compliance with the Program Guidelines. Bank shall have the exclusive authority to approve or deny any or all Loan Applications in its sole discretion and in accordance with Applicable Laws. Any Loan Application shall be deemed not approved to the extent it does not comply with the Program Guidelines.

(C) Declines. On behalf of Bank, Sponsor shall provide notices including a notice of declination to any Loan Applicant whose Loan Application is rejected by Bank.

(e) Complaints and Reports. Sponsor shall be responsible for receiving and responding timely to Complaints, and forwarding copies of each Complaint and any response thereto to Bank as part of its monthly reports more fully described in Section 3.1(i)(F) (the “Monthly Report”). Sponsor shall maintain Complaint resolution policies and procedures, and shall further include information summarizing the Complaints and responses thereto for the given time period in each

report by the 15th day of each month, along with sufficient information for Bank to analyze Program activity and potential trends relating to the Program and Loans. As part of the Monthly Report, Sponsor shall provide Bank information with respect to the number of Loan Applications rejected as a percentage of both total Loan Applications received and total Loan Applications accepted, as well as any additional information reasonably requested by Bank for its review and analysis.

(f) Loan Document Submission. Sponsor shall be responsible for preparing and transmitting to each Loan Applicant all documents and all notices required by Bank to document the Loan, including but not limited to the Loan Documents in connection with any Loan Application for the Loan. Prior to submitting any Loan to Bank, Sponsor shall, on behalf of Bank, obtain from the Borrower the executed Loan Application, Loan Account Agreement and the executed Note; and (B) deliver a copy of Bank's Privacy Notice to the Borrower.

(g) Document Retention. Sponsor shall maintain and retain on behalf of Bank all original Loan Applications and copies of all notices of declinations and other documents relating to rejected Loan Applications for the period required by Applicable Laws. Sponsor shall further maintain originals or copies, as applicable, of all the Program Materials and any other documents provided to or received from Borrowers for the period required by Applicable Laws. Not less often than quarterly, or more frequently upon the request by Bank, Sponsor shall deliver to Bank all the Program Materials and Advertising Materials with respect to each Loan.

(h) Compliance Management. Sponsor shall adopt and maintain compliance management systems ("CMS") satisfactory for (i) complying with the examination manual of each Governmental Authority, (ii) achieving at least a "satisfactory" rating under the FFIEC consumer compliance rating system and (iii) meeting the Compliance Guidelines. Sponsor shall provide Bank full access to any information or data necessary for Bank, in Bank's discretion, to perform its oversight, risk management and compliance management responsibilities, including, but not limited to, Sponsor's loan application and performance data, internal and external audits, liquidity and funding information.

(i) Reports and Information.

(A) Sponsor Reporting and Compliance. Sponsor shall provide to Bank data submissions and reports reasonably requested by Bank, not less often than quarterly, to maintain effective enterprise risk management and internal controls to monitor Sponsor's and its Third Party Service Providers compliance with this Agreement and with Applicable Laws.

(B) Access to Records. Sponsor shall provide Bank and Regulatory Authorities with reasonable access to (i) Sponsor's and its Third Party Service Providers' offices, (ii) to the books and records of Sponsor and its Third Party Service Providers (to the extent such books and records pertain to the Loans), (iii) to the officers, employees and accountants of Sponsor and its Third Party Service Providers, and (iv) to all computer files containing the Materials.

(C) Access to Business Models and Technical Information. Sponsor shall at all times comply with the Underwriting Criteria. Furthermore, Sponsor shall provide Bank with reasonable access to its Technical Information, Bank shall have the right to test and validate

Sponsor's Technical Information including any underlying data, for consistency with the Program Guidelines. Subject to the confidential provisions of Section 10.4 hereof, Bank may, at its election and at the expense of Sponsor, require Sponsor to submit its Technical Information to Bank or a Platform Technical Auditor of Bank's choosing for validation of compliance with the Program Guidelines, including, but not limited to, Applicable Laws In connection with any validation, Sponsor shall cooperate with Bank and Platform Technical Auditor including delivering any requested information and making available responsible personnel to answer questions on a timely and complete basis. Any information shared with such Platform Technical Auditor shall be considered Confidential Information hereunder and such Platform Technical Auditor shall be subject to the confidentiality restrictions hereunder and may not share any Technical Information received from Sponsor in connection with such audit with Bank. Bank shall be the owner of the results of such review and shall share the results related to Program Guidelines and Applicable Laws with Sponsor promptly upon the completion of such review or audit. Sponsor shall not make any changes to the Technical Information without the prior written consent of Bank.

(D) Audit. Subject to any other agreement entered into with respect to Bank's right to audit, or cause an audit of, Sponsor, no later than the date that is ninety (90) days following the Commencement Date and on an annual basis thereafter, Sponsor shall cause an audit to be conducted of Sponsor's controls relating to the control, monitoring and supervision of the operation of the Program and of Sponsor's and its Third Party Service Provider's compliance with this Agreement, including ensuring that all Loans comply with the Program Guidelines and all Applicable Laws. Such audit shall be performed by an independent third party firm acceptable to Bank and shall be at Sponsor's sole cost and expense. Sponsor shall cause the audit report prepared pursuant to this Section 3.1(i)(E) and such other reports as set forth on Schedule 3.1(i)(E) to be delivered to Bank on the dates specified in such Schedule, each in form and substance satisfactory to Bank. It is understood that Bank shall own the results of each audit.

(E) Non-Compliance and Remediation. Sponsor agrees that should an audit, investigation or review of Sponsor or its Third Party Service Providers reveal noncompliance with this Agreement, the Program Guidelines, and/or Applicable Laws, Sponsor shall notify Bank as soon as reasonably possible but in any case within ten (10) calendar days of notice of the noncompliance. In addition to the indemnification provided for in Section 10.01, Sponsor agrees to take all necessary steps to conform its or its Third Party Service Providers' actions with this Agreement, the Program Guidelines and/or Applicable Laws, including providing applicable remediation and/or restitution to affected Borrowers that is acceptable to Bank.

(F) Monthly Report. Sponsor shall provide a report to Bank, on a monthly basis not later than the fifteenth (15th) day of each month and in form and substance satisfactory to Bank, detailing the following with respect to the Program: (i) all correspondence sent from, or to, any Regulatory Authority, (ii) all Complaints received by Sponsor or any Third Party Service Provider, and (iii) any legal action commenced. Such report shall include for each Complaint and legal action, the name and address of the complaining or litigating Borrower or Loan Applicant, a brief summary of the Borrower's or Loan Applicant's Complaint, the issue and a summary of the underlying cause, and, (A) if resolved, a brief summary of how the Complaint was resolved (B) if not resolved, an anticipated timeframe for resolution.

(j) Anti-Money Laundering Laws; Anti-Corruption; Sanctions. Sponsor shall comply and cause each of its Affiliates and Third Party Service Providers to take action to enable Bank to comply in all material respects with all applicable Anti-Money Laundering Laws, Anti-Corruption Laws and Sanctions. Without limiting the generality of the foregoing, Sponsor shall (a) maintain an anti-money laundering compliance program that is in compliance, in all material respects, with the Anti-Money Laundering Laws, (b) conduct, in all material respects, the due diligence required under the Anti-Money Laundering Laws and Sanctions in connection with all Loan Applications and Borrowers, including with respect to the legitimacy of the applicable Borrower and (c) maintain sufficient information to identify the applicable Borrower for purposes of compliance, in all material respects, with the Anti-Money Laundering Laws and Sanctions. Sponsor shall provide notice to Bank, within five (5) Business Days of receipt, of any written notice of any Anti-Money Laundering Law, Anti-Corruption Law or Sanctions violation or action involving Sponsor or any of its Affiliates or Third Party Service Providers.

(k) Fraud and Risk Management. Sponsor shall monitor the Program to track, review and report on the fraudulent use of the Program, including but not limited to, fraudulent Loan Applications submitted.

(l) Governmental Proceedings. Sponsor shall reasonably cooperate with Bank with respect to any proceedings before any court, board or other Governmental Authority related to this Agreement or any of the rights hereunder or thereunder, including any Loan and, in connection therewith, permit Bank, at its election, to participate in any such proceedings.

(m) Tax Statements. Sponsor shall deliver to all Borrowers or other appropriate parties all federal income tax forms required by Applicable Law, including the IRC Form 1099(k).

(n) Accounting System. Sponsor shall establish and maintain, at its sole cost and expense, a comprehensive accounting and loan tracking system to accurately and immediately reflect all Loan Applications, Loans and related information regarding the Program to satisfy the information requirements of Bank, Regulatory Authorities and Bank's internal and external auditors. Sponsor shall cause the system to provide Bank (i) with access to copies of all documentation authenticated by Loan Applicants and Borrowers, including the information needed for Bank to approve Loan Applications pursuant to the Program Guidelines and (ii) such daily settlement reports, including reports noting the Loan Applications ready for underwriting and a summary report of Loans to be funded. Sponsor further agrees that the information reporting features, integrity and security of the system shall operate to the reasonable satisfaction of Bank, Regulatory Authorities and Bank's internal and external auditors.

(o) Site Visits. Upon reasonable prior notice from Bank to Sponsor, Sponsor shall permit Bank to visit the Sponsor's office and Sponsor shall provide Bank with an update on its business and compliance practices relating to the Program during such visit.

(p) Disaster Recovery. Prior to the Commencement Date, Sponsor shall establish and maintain a disaster recovery plan and business continuity plan, consisting of policies and procedures, as well as ancillary backup capabilities and facilities ("DRP"), that is designed to enable the performance of all Sponsor's duties and obligations contemplated under this Agreement and other Program Documents in the event of any natural disaster or other unplanned interruption

of services. At the request of Bank, Sponsor shall provide a current copy or summary of the DRP. At least one time per annum, Sponsor shall test its DRP to ensure compliance with this Agreement and provide the results of such test to Bank. Sponsor shall not amend the DRP in a manner that knowingly materially increases the risks of disruptions and delays of its services without the consent of the Bank. Reinstating the services contemplated under this Agreement shall receive as high a priority as reinstating the similar services provided to Sponsor's affiliates and other customers.

(q) Sponsor's Program Manager; Monthly Meetings. Sponsor shall designate a Program Manager. On a monthly basis, Sponsor's Program Manager and/or designated personnel shall meet with Bank's Program Manager and/or designated personnel to review the processes and procedures used by Sponsor to ensure that all Advertising Material and communication with Borrowers and Loan Applicants comply with Applicable Laws. If Sponsor's Program Manager and Bank's Program Manager are unable to reach agreement with respect to any processes or procedures under the Program, then the dispute will be handled in accordance with Section 3.2(e) below.

(r) Third Party Service Providers. Sponsor shall not be permitted to retain or otherwise engage any Third Party Service Provider that will provide services that Bank determines, in accordance with the CMS, is critical to the operation of the Program, without the prior written consent of Bank.

(s) Monitoring Communications. Sponsor shall record and monitor all communication with Borrowers and Loan Applicants and provide a written assessment of such communication to Bank not less often than quarterly.

Section 3.2. Duties and Responsibilities of Bank. Bank shall perform and discharge the following duties and responsibilities in connection with the Program:

(a) Bank may modify the Program Guidelines from time to time in accordance with Section 2.3.

(b) Bank shall establish and maintain such controls as may be reasonably necessary to adequately control, monitor and supervise the operation of the Program, including the approval of each Loan. Neither Bank's failure to establish and maintain any such controls nor the inadequacy of any Bank's controls shall relieve Sponsor of its separate and independent obligations to establish and maintain its own such controls or to comply with the Program Guidelines and Applicable Laws.

(c) Bank shall manage the Program in a good faith effort, employing at least the same degree of care, skill and attention that Bank devotes to the management of its other assets.

(d) Bank shall fund all Loans in the manner set out in the Program Guidelines and in accordance with Applicable Laws. Notwithstanding anything contained in this Agreement, nothing in this Agreement shall obligate Bank to extend credit to a Loan Applicant or disburse a Loan if Bank determines in its reasonable discretion that doing so would be an unsafe or unsound banking practice.

(e) Bank shall designate a Program Manager. If Bank's Program Manager and Sponsor's Program Manager are unable to reach agreement, then the dispute will be referred to the President of Bank and the Chief Executive Officer or another authorized officer of Sponsor who will work together in good faith towards a resolution. If the parties are unable to resolve the dispute, a party may, upon written notice to the other party, resolve the dispute in accordance with Section 10.3.

Section 3.3. Conditions Precedent to the Obligations of Bank. The obligations of Bank in this Agreement are subject to the satisfaction of the following conditions precedent on or prior to Bank's funding of a Loan pursuant to Section 5.1(b):

(a) Each Loan shall be sourced by the Sponsor under the Program and meet the standards set forth in the approved Program Guidelines then in effect;

(b) No action or proceeding shall have been instituted or threatened against Sponsor or Bank to prevent or restrain the consummation of the purchase or other transactions contemplated hereby and there shall be no injunction, decree, or similar restraint preventing or restraining such consummation;

(c) The representations and warranties of Sponsor set forth in Section 9.1 shall be true and correct in all material respects as though made on and as of such date and the Sponsor shall be in compliance with its covenants and agreements set forth in this Agreement and each other Program Document;

(d) The obligations of Sponsor set forth in this Agreement to be performed on or before each date that a Loan is advanced shall have been performed in all material respects as of such date by Sponsor;

(e) Consistent with Section 3.1(i)(D), the validity of Sponsor's Technical Information, including, but not limited to, any algorithm used by Sponsor in connection with the Program, shall be established and maintained to Bank's satisfaction; and

ARTICLE IV

TRADE NAMES; ADVERTISING AND PROGRAM MATERIALS;

Section 4.1. Trade Names and Trademarks. Sponsor shall have no authority to use any Marks of Bank except as explicitly permitted in this ARTICLE IV. Bank acknowledges that approved Program Materials or Advertising Materials may contain Marks of Sponsor, and Bank shall have no authority to use any Marks of Sponsor separate and apart from their use in the Program Materials or Advertising Materials or as otherwise approved hereunder or in writing by Sponsor. The parties shall use Program Materials and Advertising Materials only as permitted herein for the purpose of implementing the provisions of this Agreement and shall not use Program Materials or Advertising Materials in any manner that would violate Applicable Laws, the terms of this Agreement, or any provision of the Program Guidelines.

Section 4.2. Advertising and Program Materials.

(a) Sponsor shall prepare the Advertising Materials and Program Materials to be used in connection with the Program and shall ensure that these materials (i) comply, at all times, with Applicable Laws, the terms of this Agreement, the Bank's trademark usage guidelines, and the Program Guidelines, (ii) are true and accurate and not misleading in any material respect and (iii) are approved and authorized by Bank prior to use. Without limitation of the foregoing, Sponsor shall provide to Bank, at Bank's request, copies of any Program Materials.

(b) At least two (2) Business Days prior to the first use of any Marks of Bank, Advertising Materials or Program Materials (collectively the "Materials"), Sponsor shall provide to Bank samples of all Materials, in order to enable Bank to complete an initial review and to approve or reject any such materials. Materials will be considered approved and authorized by Bank only once such approval and authorization is clearly communicated by Bank in writing. In the event Bank does not accept and authorize such Materials, Sponsor shall not use any such Materials. Sponsor hereby agrees that any approval by Bank of any Materials shall not relieve Sponsor of its primary responsibility for the preparation and maintenance of the Materials in accordance with this Section 4.2.

(c) Bank may at any time retract or modify any approval previously given by it with respect to any Materials if Bank reasonably determines that such action is required to remain in compliance with Applicable Laws or for the safe and sound operation of the Program, or to preserve or protect the Marks of Bank or Bank's reputation.

(d) After Bank's prior written approval and subject to Bank's right to retract or modify any approval previously given as described in Section 4.2(c), Sponsor may use such Materials in accordance with the terms of this Agreement, and need not seek further approval for use of such materials; provided that Sponsor shall comply with all instructions from Bank (including any restrictions or prohibitions) as to the use of the Marks of Bank with any other Marks. In the event of a change in the Materials, Sponsor shall submit such Materials to Bank for review and approval in accordance with Section 4.2(b). Sponsor hereby agrees that any approval by Bank of any Materials shall not relieve Sponsor of its primary responsibility for the preparation and maintenance of the Materials in accordance with this Section 4.2.

(e) Subject to the terms and conditions of this Agreement, Bank hereby grants Sponsor a non-exclusive, non-assignable license without the right to sublicense, to use and reproduce Marks of Bank in the United States, as necessary to perform its obligations under this Agreement; provided, however, that (a) Sponsor shall obtain Bank's prior written approval for the use of Bank's Marks and such use shall at all times comply with all written instructions provided by Bank regarding the use of Bank's Marks; (b) Sponsor acknowledges that it shall acquire no interest in Bank's Marks; and (c) Sponsor shall obtain Bank's prior written approval for the release of any press release incorporating the name, Marks or likeness of Bank. Upon termination of this Agreement, Sponsor shall cease using Bank's Marks.

(f) Sponsor recognizes the value of the goodwill associated with the Bank's Marks and acknowledges that Bank exclusively owns all right, title and interest in and to the Bank's Marks and all goodwill pertaining thereto. Sponsor acknowledges and agrees that any and all of its use of the Bank's Marks shall be on behalf of and accrue and inure solely to the benefit of Bank.

(g) Sponsor shall not, anywhere in the world, use or seek to register in its own name, or that of any third party, any Marks that are the Bank's Marks, that are colorably or confusingly similar to the Bank's Marks, or that incorporate the Bank's Marks or any element colorably or confusingly similar to the Bank's Marks.

Section 4.3. Intellectual Property.

(a) Sponsor shall retain sole and exclusive right, title and interest to all of its Intellectual Property Rights, including its Marks, its websites, the Sponsor Platform, the Sponsor technology related thereto, and Sponsor's proprietary information. This Agreement does not transfer any Intellectual Property Rights from Sponsor to Bank.

(b) Bank shall retain sole and exclusive right, title and interest in and to all of its Intellectual Property Rights, including its Marks, websites, promotional materials, proprietary information, and technology. This Agreement does not transfer any Intellectual Property Rights from Bank to Sponsor.

ARTICLE V

LOAN ORIGINATION AND COMPENSATION

Section 5.1. Loan Origination.

(a) On each day on which Sponsor receives a Loan Application from a Loan Applicant that satisfies the eligibility criteria set forth in the Program Guidelines and that was approved by Bank, Sponsor shall provide Bank a statement (each such statement, a "*Funding Statement*") for origination of such Loan, containing, as applicable, (i) a list of all Loan Applicants who meet the eligibility criteria set forth in the Program Guidelines and was approved by Bank; (ii) the principal amount of the Loan and Loan Proceeds for each such Loan, and the Sponsor Agent Fee for each such Loan; (iii) all information necessary for the transfer of the Loan Proceeds to the corresponding Borrowers, including depository institution names, routing numbers and account number; and (iv) such other information as shall be reasonably requested by Bank.

(b) On each Funding Date, Bank shall originate each Loan listed on the related Funding Statement and, by the close of business on such Funding Date, distribute via ACH transfer, wire or other electronic method the following amounts an amount equal to the Loan Proceeds for the applicable Loan to each of the related Borrowers.

(c) Sponsor understands that the Sponsor Agent Fee is the sole fee to which it is entitled for referring each Loan to Bank. Sponsor waives any claim to any origination fee or portion of the Bank Processing Fee or any fee otherwise payable by the SBA in connection with originating each Loan (which fees shall solely belong to Bank). Bank will pay the Sponsor Agent Fee in accordance with the process set forth in Exhibit A.

ARTICLE VI

EXPENSES

Section 6.1. Expenses. Sponsor shall pay all reasonable costs and expenses incurred by (A) Bank in connection with periodic site visits (at least one time per annum), including travel and lodging and (B) Sponsor in connection with (i) providing the services set forth in this Agreement, including the costs of delivering notices of declination, and (ii) implementing a compliance management system to comply with the Applicable Laws and the Program Guidelines.

Section 6.2. ACH and Wire Costs. Without limiting the generality of Section 6.1, Sponsor shall be responsible for the costs associated with all ACH and wire transfers executed in connection with the Program.

Section 6.3. Taxes. Each party shall be responsible for payment of any federal, state, or local taxes or assessments applicable to such party associated with the performance of its obligations under this Agreement and for compliance with all filing, registration and other requirements applicable to such party related to this Agreement.

ARTICLE VII

TERM

Section 7.1 Unless terminated earlier in accordance with Article VIII, this Agreement shall have an initial term of one (1) year commencing upon its execution (the "Initial Term") and shall automatically renew for successive terms of six (6) months (a "Renewal Term," collectively, the Initial Term and Renewal Term(s) shall be referred to as the "Term"), unless either party provides notice to the other party of its intent to not renew at least sixty (60) days prior to the end of the Initial Term or a Renewal Term.

(a) Section 7.2 This Agreement automatically terminates upon the expiration or termination by the SBA of the CARES Act PPP, unless the Parties have agreed to modifications to the Program, pursuant to Sections 2.3 or 10.12, such that Sponsor solicits and markets other products of Bank.

Section 7.3 The termination of this Agreement shall not discharge any party from any obligation incurred prior to such termination.

ARTICLE VIII

TERMINATION

Section 8.1. Termination.

(a) Either party shall have the right to terminate this Agreement immediately upon written notice to the other party in any of the following circumstances (each a “Termination Event”):

(A) the other party shall default in any material respect in the performance of any obligation or undertaking under this Agreement and such default is not cured within thirty (30) days after such other party obtains knowledge thereof or written notice thereof has been given to such other party;

(B) any representation or warranty made by the other party in any of this Agreement is incorrect in any material respect and is not corrected within thirty (30) days after such other party obtains knowledge thereof or written notice thereof has been given to such other party;

(C) the other party commences a voluntary action or other proceeding seeking reorganization, liquidation, or other relief with respect to itself or its debts under any bankruptcy, insolvency, receivership, conservatorship or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, conservator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of a trustee, receiver, liquidator, conservator, custodian or other similar official or to any involuntary action or other proceeding commenced against it; or

(D) the other party becomes subject to an involuntary action or other proceeding, whether pursuant to banking regulations or otherwise, seeking reorganization, liquidation or other relief with respect to it or its debts under any bankruptcy, insolvency, receivership, conservatorship or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, conservator, custodian or other similar official of it or any substantial part of its property; or an order for relief shall be entered against either party under the federal bankruptcy laws as now or hereafter in effect.

(b) Either party has the right to terminate this Agreement immediately upon written notice to the other if the activities of either party under this Agreement or the Program (A) violate Applicable Laws in any material respects, and (B) such activities cannot be remedied without causing a Material Adverse Effect on either party; provided, however, that if the illegality or prohibition is a state or local rule, the parties shall only discontinue the Program in those states or localities affected by such Applicable Laws without terminating this Agreement in its entirety for such reason. Notwithstanding the foregoing, prior to the termination of this Agreement in accordance with the foregoing, the Parties agree to negotiate in good faith to modify the Program or this Agreement as necessary in order to permit the Parties to continue the Program in full compliance with all Applicable Laws.

(c) Either party shall have the right to terminate this Agreement if any Governmental Authority having jurisdiction over the terminating party requests or requires that such party terminate this Agreement, provided, however, that prior to terminating this Agreement pursuant to this Section 8.1(c), a Party shall first engage the other party in good faith negotiations to make agreed changes to the Agreement or the Program to address such Governmental Authority’s concerns, and shall terminate this Agreement only if such negotiations are unsuccessful in reaching

such agreed changes. Additionally, Bank may terminate this Agreement if (i) its continued operation hereunder will materially and adversely affect the safety and soundness of Bank, or (ii) Bank determines, in its reasonable discretion, that a Material Adverse Effect has occurred or is likely to occur with respect to the Sponsor.

Section 8.2. Effect of Termination. Upon the termination of this Agreement, (a) Bank shall cease originating any new Loans, (b) Sponsor shall cease marketing the Program and soliciting new Borrowers for the Program, (c) each party shall immediately discontinue the use of the other party's Marks, and (d) all amounts due and owing hereunder shall become due and payable, including any amounts due under Section 5.1.

ARTICLE IX

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 9.1. Sponsor's Representations and Warranties. Sponsor makes the following warranties and representations to Bank:

(a) This Agreement is the valid and obligation of Sponsor and is enforceable in accordance with its terms, except (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect, which may affect the enforcement of creditors' rights in general, and (ii) as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity) and Sponsor has received all necessary approvals and consents for the execution, delivery and performance by it of this Agreement.

(b) Sponsor is duly organized, validly existing, and in good standing under the laws of the state of its organization and is authorized, registered and licensed to do business in each state in which the nature of its activities makes such authorization, registration or licensing necessary or required.

(c) Sponsor has the full power and authority to execute and deliver this Agreement and perform all of its obligations hereunder.

(d) The execution of this Agreement and the completion of all actions required or contemplated to be taken by Sponsor hereunder are within the ordinary course of Sponsor's business and not prohibited by Applicable Laws.

(e) The provisions of this Agreement and the performance of each of its obligations hereunder do not conflict with Sponsor's organizational or governing documents, or any material agreement, contract, lease, order or obligation to which Sponsor is a party or by which Sponsor is bound, including any exclusivity or other provisions of any other agreement to which Sponsor or any related entity is a party, and including any non-compete agreement or similar agreement limiting the right of Sponsor to engage in activities competitive with the business of any other party or Governmental Authority that Sponsor is subject to.

(f) No approval, authorization or other action by, or filing with, any Governmental Authority is required in connection with the execution, delivery and performance by it of this

Agreement other than approvals and authorizations that have previously been obtained and filings which have previously been made.

(g) All information which was heretofore furnished by it or on its behalf in writing to Sponsor for purposes of or in connection with this Agreement or any transaction contemplated hereby or thereby is true and accurate in all material respects on and as of the date such information was furnished (except to the extent that such furnished information relates solely to an earlier date, in which case such information was true and accurate in all material respects on and as of such earlier date).

(h) Except as licensed or otherwise permitted, Sponsor has not, and will not, use the Intellectual Property Rights, trade secrets or other confidential business information of any third party in connection with the development of the Program Materials and Advertising Materials or in carrying out its obligations or exercising its rights under this Agreement.

(i) There is no action, suit, proceeding or investigation pending or, to the knowledge of Sponsor, threatened against Sponsor seeking a determination or ruling which, either in any one instance or in the aggregate, would reasonably be expected to result in a Material Adverse Effect with respect to Sponsor, or which would render invalid this Agreement, or asserting the invalidity of, or seeking to prevent the consummation of any of the transactions contemplated by, this Agreement. No proceeding has been instituted against Sponsor seeking to adjudicate it bankrupt or insolvent, or seeking the liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for Sponsor or any substantial part of its property.

(j) Neither Sponsor nor any principal thereof has been or is the subject of any of the following:

(A) an enforcement agreement, memorandum of understanding, cease and desist order, administrative penalty or similar agreement concerning lending matters, or participation in the affairs of a financial institution;

(B) an administrative or enforcement proceeding or investigation commenced by the Securities Exchange Commission, state securities regulatory authority, Federal Trade Commission, any banking regulator or any other state or federal Regulatory Authority, with the exception of routine communications from a Regulatory Authority concerning a consumer Complaint and routine examinations of Sponsor conducted by a Regulatory Authority in the ordinary course of Sponsor's business; or

(C) a restraining order, decree, injunction or judgment in any proceeding or lawsuit alleging fraud or deceptive practices on the part of Sponsor or any principal thereof.

For purposes of this Section 9.1(j) the word "principal" of Sponsor shall include (i) any person owning or controlling ten percent (10%) or more of the voting power of Sponsor and (ii) any person actively participating in the control of Sponsor's business.

(k) None of Sponsor, any of its Affiliate or any of their respective officers, directors or members is a Person (or to Sponsor's knowledge, is owned or controlled by a Person) that (i) is listed on any Government Lists, (ii) is a person who has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) has been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense, or (iv) is currently under investigation by any Governmental Authority for alleged felony involving a crime of moral turpitude.

(l) Sponsor and each of its Affiliates is in compliance in all material respects with all applicable Anti-Money Laundering Laws and Anti-Corruption Laws. Without limiting the generality of the foregoing, to the extent required by the Anti-Money Laundering Laws or Anti-Corruption Laws, Sponsor has established an anti-money laundering compliance program that is in compliance, in all material respects, with the Anti-Money Laundering Laws and Anti-Corruption Laws.

(m) Sponsor is in compliance with all Applicable Laws and agrees to maintain policies and procedures in accordance with Applicable Laws and that are acceptable to Bank, including procedures relating to periodic training and on-going monitoring of Sponsor and its Third Party Service Providers.

(n) Sponsor has a compliance management system in place to ensure compliance with the terms of this Agreement, including the Program Guidelines, Applicable Laws, and the standards established by the Consumer Financial Protection Bureau, that includes but is not limited to management of consumer Complaints filed with Sponsor that provides Sponsor with the ability to track and respond to consumer Complaints and update the Consumer Financial Protection Bureau company portal within the required time period.

(o) Sponsor is solvent and does not believe, nor does it have any reason or cause to believe, that it cannot perform its obligations contained in this Agreement.

(p) Sponsor is not required to register as an "investment company" within the meaning of the Investment Company Act of 1940, as amended and is not owned or controlled by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(q) Sponsor is not a "money services business" as it is defined in 31 C.F.R. § 1010.100(ff).

(r) Sponsor has in full force and effect insurance in such amounts and with such terms, as follows (collectively, the "Policies"):

(A) comprehensive general liability with limits not less than \$1 million per occurrence and \$5 million annual aggregate, with coverages to include contractual liability, personal injury and advertising injury;

(B) statutorily required worker's compensation;

(C) employer's liability of Five Million (\$5,000,000.00) Dollars per employee/occurrence;

(D) crime insurance of not less than Two Million (\$2,000,000.00) Dollars;

(E) cybersecurity and privacy liability of not less than Two Million (\$2,000,000.00) Dollars;

(F) umbrella liability with limits not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars annual aggregate;

(G) professional liability/errors & omissions of not less than Five Million (\$5,000,000.00) Dollars.

The Policies described in this subsection (r) shall designate Bank and its successors and assigns as additional insureds and/or loss payee. All Policies shall contain clauses or endorsements to the effect that the Policies shall not be materially changed (other than to increase the coverage provided thereby) or canceled by the insurer without at least thirty (30) days' (ten (10) days' in the case of non-payment of premium) prior written notice to Bank and Sponsor. To the extent any of the Policies terminate or expire, Sponsor shall immediately notify Bank of the same.

(s) Sponsor has in place risk management policies and procedures sufficient in scope and operation to protect against risks of the type and in amounts reasonably expected to be incurred by persons of similar size and in similar lines of business as the Sponsor, including, without limitation, such policies and procedures that are necessary to manage the Covid-19 pandemic. The Company is acting in accordance with commercially reasonable standards, and will continue to act in accordance with commercially reasonable standards, to manage, monitor and mitigate the risks, liabilities and obligations of the Company in connection with the Covid-19 pandemic.

Section 9.2. Bank's Representations and Warranties. Bank makes the following warranties and representations to Sponsor:

(a) This Agreement constitutes a valid and binding obligation of Bank, enforceable against Bank in accordance with its terms except (i) to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect, which may affect the enforcement of creditors' rights in general, and (ii) as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).

(b) Bank is an FDIC-insured New Jersey state-chartered bank, duly organized, validly existing, and in good standing under the laws of the State of New Jersey.

(c) Bank has full corporate power and authority to execute, deliver and perform all of its obligations under this Agreement.

(d) The execution of this Agreement and the completion of all actions required or contemplated to be taken by Bank hereunder are within the ordinary course of Bank's business and not prohibited by Applicable Laws.

(e) The execution, delivery and performance of this Agreement have been duly authorized by Bank, and are not in conflict with and do not violate the terms of the charter or by-laws of Bank and will not result in a material breach of or constitute a default under, or require any consent under, any indenture, loan or agreement to which Bank is a party.

(f) Bank has the authority to originate Loans in accordance with the Program Terms to the Borrowers who meet the requirements established in the Program Guidelines, as contemplated hereunder. Bank has approved each Loan in accordance with the Program Guidelines, and each Loan and disbursement of Loan Proceeds complies with Applicable Laws; provided that Bank shall have no responsibility with respect to complying with Applicable Laws to the extent any such non-compliance arises out of erroneous data or information provided by Sponsor to Bank hereunder.

(g) Bank has the authority to originate Loans in each state in which Loans are originated under the Program.

(h) Neither Bank nor any principal thereof has been or is the subject of any of the following that will materially affect Bank's ability to perform under this Agreement:

(A) an enforcement agreement, memorandum of understanding, cease and desist order, administrative penalty or similar agreement concerning the Program;

(B) an administrative or enforcement proceeding or investigation commenced by the Securities Exchange Commission, state securities regulatory authority, Federal Trade Commission, any banking regulator or any other state or federal Regulatory Authority; or

(C) a restraining order, decree, injunction or judgment in any proceeding or lawsuit alleging fraud or deceptive practices on the part of Bank or any principal thereof.

For purposes of this Section 9.2(i) the word "principal" of Bank shall include (i) any person owning or controlling ten percent (10%) or more of the voting power of Bank and (ii) any person actively participating in the control of Bank's business.

Section 9.3. Sponsor's Covenants. Sponsor hereby covenants and agrees as follows:

(a) Information. Sponsor will furnish to Bank:

(A) Annual Financial Statements. Within ninety (90) days after each of its fiscal years, copies of its annual audited financial statements certified by independent certified public accountants reasonably satisfactory to Bank and prepared on a consolidated basis in conformity with GAAP, together with a report of such firm expressing such firm's opinion thereon without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of the audit.

(B) Quarterly Financial Statements. Within forty-five (45) days after each of its fiscal quarters, copies of its unaudited consolidated balance sheet and related statements of operations and stockholders' equity as of the end of and for such fiscal quarter and the then elapsed

portion of the fiscal year, setting forth in each case in comparative form the figures for the corresponding period of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its chief financial officer, principal accounting officer, treasurer or controller as presenting fairly in all material respects its (and its consolidated Subsidiaries) financial condition and results of operations on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes.

(C) Auditors' Management Letters. Promptly after receipt thereof, notice that it has received any auditors' management letters from its accountants that refer in whole or in part to any inadequacy, defect, problem, qualification or other lack of fully satisfactory accounting controls utilized by it and an opportunity to discuss the contents of such letter with its management.

(D) Representations. Promptly upon having knowledge or notice that any representation or warranty set forth herein was incorrect at the time it was given or deemed to have been given, which failure or breach would reasonably be expected to materially and adversely affect Bank, together with a written notice setting forth in reasonable detail the nature of such facts and circumstances.

(E) Reportable Event. Promptly upon having knowledge of the occurrence of any Reportable Event with respect to any Pension Plan, notice of such Reportable Event.

(F) Proceedings. As soon as possible and in any event within three (3) Business Days after any of its executive officers receives notice or obtains knowledge thereof, any settlement of, material judgment (including a material judgment with respect to the liability phase of a bifurcated trial) in or commencement of any material labor controversy, litigation, action, suit or proceeding before any Governmental Authority which, in the case of any of the foregoing, has had or would reasonably be expected to have a Material Adverse Effect on Sponsor.

(G) Notice of Material Events. Promptly upon becoming aware thereof, notice of any other event or circumstances that, in its reasonable judgment has had or would reasonably be expected to have a Material Adverse Effect with respect to Sponsor.

(H) Other. Promptly, from time to time, such information, documents or records or reports respecting the Program or the condition or operations, financial or otherwise, of Sponsor as Bank may from time to time reasonably request.

(b) Notice of Termination Events. As soon as possible, after obtaining actual knowledge thereof, notify Bank of the occurrence of any Termination Event applicable to it.

(c) Conduct of Business. The Sponsor shall perform all actions necessary to remain duly organized or incorporated, validly existing and in good standing in its jurisdiction of formation and to maintain all requisite authority to conduct its business in each jurisdiction in which it conducts business.

(d) Compliance with Law. The Sponsor shall comply with all Applicable Laws in performing their respective duties under this Agreement.

(e) Preservation of Corporate Existence. The Sponsor shall preserve and maintain its corporate existence, rights, franchises and privileges in the jurisdiction of its formation, and qualify and remain qualified in good standing as a foreign entity in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualifications has had, or could reasonably be expected to have, a Material Adverse Effect.

(f) Taxes. The Sponsor shall file and pay any and all material taxes.

(g) ERISA Matters. The Sponsor shall not (i) engage in any prohibited transaction for which an exemption is not available or has not previously been obtained from the United States Department of Labor, (ii) fail to satisfy the minimum funding standards under Section 302 of ERISA or Section 412 of the Code with respect to any Pension Plan, (iii) fail to make any payments to a Multiemployer Plan that it may be required to make under the agreement relating to such Multiemployer Plan or any law pertaining thereto, (iv) terminate any Pension Plan so as to result in any liability to it, or (v) permit to exist any occurrence of any Reportable Event with respect to any Pension Plan.

(h) Total Systems Failure. It shall promptly notify Bank of any total systems failure and shall advise Bank of the estimated time required to remedy such total systems failure. Until a total systems failure is remedied, it shall (i) furnish to Bank such periodic status reports and other information relating to such total systems failure as Bank may reasonably request and (ii) promptly notify Bank if it believes that such total systems failure cannot be remedied by the estimated date, which notice shall include a description of the circumstances which gave rise to such delay, the action proposed to be taken in response thereto and it shall promptly notify Bank when a total systems failure has been remedied.

(i) Modification of Systems. It agrees, as soon as practicable after the replacement or any material modification of any operating systems used to make any calculations or reports hereunder, to give notice of any such replacement or modification to Bank, to the extent such replacement or modification is likely to have a Material Adverse Effect.

(j) Non-Solicit. Sponsor shall not, and it shall cause its Affiliates not to, directly solicit for purposes of employment, offer to hire, entice away, or enter into any contract with any employee of Bank, or otherwise solicit, induce or otherwise encourage any such person to discontinue, cancel or refrain from entering into any relationship (contractual or otherwise) with Bank (other than through general advertising or other general solicitation not targeted to Bank's employees) without Bank's prior written consent. In addition, Sponsor shall not, and shall cause its Affiliates not to, without the prior written consent of Bank, initiate or maintain contact (except in the ordinary course of business) with any officer, director, employee, or customer of Bank for the purposes of obtaining information regarding Bank's operations, assets, prospects or finances.

(k) Furnishing of Information. It will furnish to Bank, as soon as practicable after receiving a request therefor, such information with respect to the Program as Bank may reasonably request.

(l) USA PATRIOT Act. The parties hereto acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant

to Federal regulations that became effective on October 1, 2003, Section 326 of the USA PATRIOT Act requires all financial institutions to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The Sponsor agrees that it will provide Bank such information as it may request, from time to time, in order for Bank to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

(m) Mergers, Acquisition, Sales, etc. It will not consolidate with or merge into any other Person or convey or transfer its properties and assets substantially as an entirety to any Person, unless it is the surviving entity and:

(A) There has not occurred a change of Control;

(B) it has delivered to Bank an officer's certificate and an opinion of counsel each stating that any consolidation, merger, conveyance or transfer and such supplemental agreement comply with this subsection and that all conditions precedent herein provided for relating to such transaction have been complied with and, in the case of the opinion of counsel, that such supplemental agreement is legal, valid and binding with respect to the Sponsor and such other matters as the Bank may reasonably request;

(C) it shall have delivered prior written notice of such consolidation, merger, conveyance or transfer to Bank; and

(D) after giving effect thereto, no Termination Event or event that with notice or lapse of time, or both, would constitute a Termination Event shall have occurred.

ARTICLE X

MISCELLANEOUS

Section 10.1. Indemnification.

(a) Indemnification by Sponsor. Except to the extent of any Losses which arise from the direct acts or omissions of Bank or an Affiliate of Bank, Sponsor shall be liable to and shall indemnify and hold harmless Bank and its directors, officers, employees, agents and Affiliates and permitted assigns from and against any and all Losses arising out of (i) any failure of Sponsor or any of its Third Party Service Providers to comply with any of the terms and conditions of this Agreement (without giving effect to any qualification as to materiality or Sponsor's knowledge or lack thereof in such term or condition), (ii) the inaccuracy of any representation or warranty made by Sponsor or any of its Third Party Service Providers herein (without giving effect to any qualification as to materiality or Sponsor's knowledge or lack thereof in such term or condition), (iii) any infringement or alleged infringement by Sponsor or by any of its Third Party Service Providers of any Marks of Bank, or the use thereof hereunder or any infringement or misappropriation or alleged infringement or misappropriation of any Intellectual Property Rights including any third party Intellectual Property Rights arising from any use of the Sponsor Platform, (iv) a failure of Sponsor or any of its Third Party Service Providers to comply, in respect of its

obligations in connection with the Program hereunder, with any Applicable Laws whether immaterial or material, regardless of whether such failure to comply would constitute a breach of a representation, warranty or covenant of Sponsor hereunder, (v) any claim that a Loan Document, the Program Materials, the Advertising Materials, or any other aspect of the Program violate any Applicable Law (whether material or immaterial), (vi) any claims asserted by a Borrower or Loan Applicant in connection with the Program, including, but not limited to, all claims under any insurance policy as well any claims arising from a change in a Third Party Service Provider, (vii) any claims based on a fraudulent application submitted by a Loan Applicant, (viii) any claims based upon the submission of an application for a Loan for which Sponsor has knowledge that the Borrower does not meet the Program Requirements, (ix) the negligence, bad faith, or willful misconduct of Sponsor or (x) any Information Security Incident. In connection with Sponsor's indemnification obligations hereunder, Sponsor agrees that the primary responsibility for compliance with Applicable Laws with respect to the Program, each Loan made thereunder, lies with Sponsor regardless of Bank's opportunity to review or correct Sponsor's acts or omissions that lead to any noncompliance with Applicable Laws or breach of this Agreement, and that notwithstanding any liability that Bank may have for its own failure to so comply (including for any violation by Bank of any state or federal banking law applicable to Bank's operations or its performance under this Agreement), Sponsor shall indemnify Bank for all Losses incurred by Bank in connection with its participation in the Program. Sponsor represents and warrants that, in order to facilitate Bank's assessment of Sponsor's capacity to honor its indemnification obligations under this Agreement, it has provided Bank with accurate information related to its business activities, insurance coverage, and legal liabilities. Furthermore, Sponsor agrees to promptly notify Bank of any event or occurrence that would reasonably be expected to impair Sponsor's capacity to honor its indemnification obligations under this Agreement.

(b) Indemnification by Bank. Except to the extent of any Losses which arise from any act or omission of Sponsor or an Affiliate of Sponsor, Bank shall be liable to and shall indemnify and hold harmless Sponsor and its officers, directors, employees, agents and Affiliates and permitted assigns, from and against any Losses arising out of (i) Bank's material breach of any of the terms and conditions of this Agreement or (ii) any losses resulting from Bank's willful misconduct or intentional non-compliance with Applicable Laws in respect of its obligations in connection with the Program hereunder.

(c) Notice of Claims. In the event any claim is made, any suit or action is commenced or any knowledge of a state of facts that, if not corrected, would give rise to a right of indemnification of a party hereunder ("Indemnified Party") by the other party ("Indemnifying Party") is received, the Indemnified Party will give notice to the Indemnifying Party as promptly as practicable, but, in the case of lawsuit, in no event later than the time necessary to enable the Indemnifying Party to file a timely answer to the complaint. The Indemnified Party shall make available to the Indemnifying Party and its counsel and accountants at reasonable times and for reasonable periods, during normal business hours, all books and records of the Indemnified Party relating to any such possible claim for indemnification, and each party hereunder will render to the other such assistance as it may reasonably require of the other (at the expenses of the party requesting assistance) in order to insure prompt and adequate defense of any suit, claim or proceeding based upon a state of facts which may give rise to a right of indemnification hereunder.

(d) Defense and Counsel. Subject to the terms hereof, the Indemnifying Party shall have the right to assume the defense of any suit, claim, action or proceeding. In the event that the Indemnifying Party elects to defend any suit, claim or proceeding, then the Indemnifying Party shall notify the Indemnified Party via facsimile transmission or email, with a copy by mail, within ten (10) days of having been notified pursuant to this Section 10.1 that the Indemnifying Party elects to employ counsel and assume the defense of any such claim, suit, action or proceeding. The Indemnifying Party shall institute and maintain any such defense diligently and reasonably and shall keep the Indemnified Party fully advised of the status thereof. The Indemnified Party shall have the right to employ its own counsel if the Indemnified Party so elects to assume such defense, but the fees and expense of such counsel shall be at the Indemnified Party's expenses, unless (i) the employment of such counsel shall have been authorized in writing by the Indemnifying Party; (ii) such Indemnified Party shall have reasonably concluded that the interests of such parties are conflicting such that it would be inappropriate for the same counsel to represent both parties or shall have reasonably concluded that the ability of the parties to prevail in the defense of any claim are improved if separate counsel represents the Indemnified Party (in which case the Indemnifying Party shall not have the right to direct the defense of such action on behalf of the Indemnified Party), and in either of such events such reasonable fees and expenses shall be borne by the Indemnifying Party; (iii) the Indemnified Party shall have reasonably concluded that it is necessary to institute separate litigation, whether in the same or another court, in order to defend the claims asserted against it; (iv) the Indemnified Party reasonably concludes that the ability of the parties to prevail in the defense of any claim is materially improved if separate counsel represents the Indemnified Party; and (v) the Indemnifying Party shall not have employed counsel reasonably acceptable to the Indemnified Party to take charge of the defense of such action after electing to assume the defense thereof. In the event that the Indemnifying Party elects not to assume the defense of any suit, claim, action or proceeding, then the Indemnified Party shall do so and the Indemnifying Party shall pay for, or reimburse Indemnified Party, as the Indemnified Party shall elect, all Losses of the Indemnified Party.

(e) Settlement of Claims. The Indemnifying Party shall have the right to compromise and settle any suit, claim or proceeding in the name of the Indemnified Party; provided, however, that the Indemnifying Party shall not compromise or settle a suit, claim or proceeding (i) unless it indemnifies the Indemnified Party for all Losses arising out of or relating thereto (ii) unless it includes a complete release of liability on the part of the Indemnified Party and (iii) with respect to any suit, claim or proceeding which seeks any non-monetary relief, without the consent of the Indemnified Party, which consent shall not unreasonably be withheld. The Indemnifying Party shall not be permitted to make any admission of guilt on behalf of the Indemnified Party. Any final judgment or decree entered on or in, any claim, suit or action which the Indemnifying Party did not assume the defense of in accordance herewith, shall be deemed to have been consented to by, and shall be binding upon, the Indemnifying Party as fully as if the Indemnifying Party had assumed the defense thereof and a final judgment or decree had been entered in such suit or action, or with regard to such claim, by a court of competent jurisdiction for the amount of such settlement, compromise, judgment or decree. The Indemnifying Party shall be subrogated to any claims or rights of the Indemnified Party as against any other Persons with respect to any amount paid by the Indemnifying Party under this Section 10.1(f).

(f) Indemnification Payments. Amounts owing under Section 10.1 shall be paid promptly upon written demand for indemnification containing in reasonable detail the facts giving rise to such Losses.

Section 10.2. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OR LOST PROFITS (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT NOTIFICATION RELATED COSTS SHALL NOT BE DEEMED INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.

Section 10.3. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING GENERAL OBLIGATIONS LAW §5-1401, BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

Each party hereto hereby irrevocably submits to the jurisdiction of any New York State or federal court sitting in New York City in any action or proceeding arising out of or relating to this Agreement, and each party hereto hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such state courts or, to the extent permitted by law, in such federal courts. The parties hereto hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. The parties hereto agree that a final judgment not subject to further appeal, in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 10.4. Confidential Information.

(a) In performing their obligations pursuant to this Agreement, either party may disclose to the other party, either directly or indirectly, in writing, orally or by inspection of intangible objects (including, without limitation, documents), certain confidential or proprietary information including, without limitation, the names and addresses of a party's customers, marketing plans and objectives, research and test results, and other information that is confidential and the property of the party disclosing the information ("*Confidential Information*"). The parties agree that the term Confidential Information shall include (a) the Program Guidelines and the Program Materials, as the same may be amended and modified from time to time, (b) Customer Information, (c) business information (including products and services, employee information, business models, know-how, strategies, designs, reports, data, research, financial information, pricing information, corporate client information, market definitions and information, and business inventions and ideas), and (d) technical information including software, source code, documentation, algorithms, models, developments, inventions, processes, ideas, designs, drawings, hardware configuration, and technical specifications, including, but not limited to, computer terminal specifications, the source code developed from such specifications.

(b) Bank and Sponsor agree that Confidential Information shall be used by each party solely in the performance of its obligations under this Agreement.

(c) Each party (including, without limitation, their respective Affiliates, officers, directors, counsel, representatives, employees, advisors, accountants, auditors or agents ("*Representatives*")) shall receive Confidential Information in confidence and shall not, without the prior written consent of the disclosing party, disclose any Confidential Information of the disclosing party; provided, however, that there shall be no obligation on the part of the parties to maintain in confidence any Confidential Information disclosed to it by the other which (i) is generally known to the trade or the public at the time of such disclosure, (ii) becomes generally known to the trade or the public subsequent to the time of such disclosure, but not as a result of disclosure by the other in violation of this Agreement, (iii) is legally received by either party or any of its respective Representatives from a third party on a non-confidential basis provided that to such party's knowledge such third party is not prohibited from disclosing such information to the receiving party by a contractual, legal or fiduciary obligation to the other party, its Representatives or another party, or (iv) was or hereafter is independently developed by either party or any of its Representatives without using Confidential Information or in violation of its obligations under this Agreement.

(d) The parties agree that the disclosing party owns all rights, title and interest in and to its Confidential Information, and that the party receiving such Confidential Information will not reverse-engineer any software or other materials embodying the Confidential Information. The parties acknowledge that Confidential Information is being provided for limited use internally, and the receiving party agrees to use the Confidential Information only in accordance with the terms and conditions of this Agreement.

(e) Notwithstanding the foregoing, however, disclosure of the Confidential Information may be made if, and to the extent, requested or required by law, rule, regulation, interrogatory, request for information or documents, court order, subpoena, administrative proceeding, inspection, audit, civil investigatory demand, or any similar legal process without liability and, except as required by the following sentence, without notice to the other party. In the event that the receiving party or any of its Representatives receives a demand or request to disclose all or any part of the disclosing party's Confidential Information under the terms of a subpoena or order issued by a court of competent jurisdiction or under a civil investigative demand or similar process, (i) to the extent practicable and permitted, the receiving party agrees to promptly notify the disclosing party of the existence, terms and circumstances surrounding such a demand or request and (ii) if the receiving party or its applicable Representative is compelled to disclose all or a portion of the disclosing party's Confidential Information, the receiving party or its applicable Representative may disclose that Confidential Information that its counsel advises that it is compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded to the Confidential Information that is being so disclosed.

(f) Each party represents and covenants that it will protect the Confidential Information of the other party in accordance with prudent business practices and will use the same degree of care to protect the other party's Confidential Information that it uses to protect its own confidential information of a similar type. Except as expressly provided herein, no right or license whatsoever is granted with respect to the Confidential Information or otherwise.

(g) Following termination of this Agreement, upon the request of the disclosing party, the non-disclosing party will, within ten (10) days after receiving a request by the disclosing party,

destroy all Confidential Information furnished to it and/or any of its Representatives by or on behalf of the disclosing party. Except to the extent a party is advised by legal counsel that such destruction is prohibited by law, the non-disclosing party and its Representatives will also destroy all written material, memoranda, notes, copies, excerpts and other writings or recordings whatsoever prepared by the non-disclosing party and/or its Representatives based upon, containing or otherwise reflecting any Confidential Information; provided, however, that neither the non-disclosing party nor any of its Representatives shall be obligated to return or destroy Confidential Information (i) to the extent it has been electronically archived by any such party in accordance with its automated security and/or disaster recovery procedures as in effect from time to time or (ii) to the extent required by their respective internal record retention policies for legal, compliance or regulatory purposes; provided that any such Confidential Information so retained shall remain subject to the confidentiality provisions contained herein for so long as it is retained by the non-disclosing party, irrespective of the Term of this Agreement. At the request of the disclosing party made at the time of its request for the return and/or destruction of Confidential Information, the return and/or destruction of materials in accordance with the foregoing shall be certified to the disclosing party in writing by an authorized officer of the non-disclosing party.

Section 10.5. Privacy Law Compliance; Security Breach Disclosure.

(a) In addition to the requirements of Section 10.4, each party agrees that it shall obtain, use, retain and share Customer Information in strict compliance with all applicable state and federal laws and regulations concerning the privacy and confidentiality of such Customer Information, including the applicable requirements of the federal Gramm-Leach-Bliley Act of 1999, its implementing regulations, the California Consumer Privacy Act, and Bank's privacy notice, in connection with this Agreement. Neither party shall disclose or use Customer Information concerning Borrowers or Loan Applicants other than (i) to carry out the purposes for which such Customer Information has been disclosed to it hereunder or (ii) in connection with a sale or financing of the related Loans. Further, Sponsor shall by written contract require any Third Party Service Providers to maintain the confidentiality of Customer Information in a similar manner.

(b) Sponsor shall immediately inform Bank in writing of any Information Security Incident of which Sponsor becomes aware, but in no case later than twenty-four (24) hours after it becomes aware of the Information Security Incident. Such notice shall summarize in reasonable detail the effect on Bank, if known, of the Information Security Incident and the corrective action taken or to be taken by Sponsor. Sponsor shall promptly take all necessary and advisable corrective actions, and shall cooperate fully with Bank in all reasonable and lawful efforts to prevent, mitigate or rectify such Information Security Incident. Sponsor shall (i) investigate such Information Security Incident and perform a root cause analysis thereon; (ii) remediate the effects of such Information Security Incident; and (iii) provide Bank with such assurances as Bank shall request that such Information Security Incident is not likely to recur. The content of any filings, communications, notices, press releases or reports related to any Information Security Incident shall be approved by Bank prior to any publication or communication thereof.

(c) Upon the occurrence of an Information Security Incident involving nonpublic personal information in the possession, custody or control of Sponsor or for which Sponsor is

otherwise responsible, Sponsor shall reimburse Bank on demand for all Notification Related Costs incurred by Bank arising out of or in connection with any such Information Security Incident.

(d) In addition, Sponsor agrees that it will not make any material changes to its security procedures and requirements affecting the performance of its obligations hereunder which would materially reduce the security of its operations or materially reduce the confidentiality of any databases and information maintained with respect to Bank, Borrowers, and Loan Applicants without the prior written consent of Bank.

(e) Each Party agrees and represents to the other that it will have, and will cause each of its Third Party Service Providers to contractually agree to, prior to the receipt of any Confidential Information or Customer Information, designed and implemented an information security program that will comply in all material respects with the applicable requirements set forth in 12 C.F.R. Part 332 (Privacy of Consumer Financial Information), 12 C.F.R. Part 364 (including the Interagency Guidelines Establishing Information Security Standards found at Appendix B to Part 364), and 16 C.F.R. Part 314 (the "CAN-SPAM Rule"), all as amended, supplemented and/or interpreted in writing by Regulatory Authorities and all other Applicable Law.

Section 10.6. Force Majeure. In the event that either party fails to perform its obligations hereunder in whole or in part as a consequence of events beyond its reasonable control (including, without limitation, acts of God, fire, explosion, public utility failure, accident, floods, embargoes, epidemics, war, terrorist acts, nuclear disaster or riot), such failure to perform shall not be considered a breach of the Agreement during the period of such disability. The Parties acknowledge that the COVID-19 Pandemic shall not be deemed to be a force majeure event and shall not excuse the performance of either party under this Agreement. In the event of any force majeure occurrence as set forth in this Section 10.6, the disabled party shall use its best efforts to meet its obligations as set forth in the Program Documents. The disabled party shall promptly and in writing advise the other party if it is unable to perform due to a force majeure event, the expected duration of such inability to perform and of any developments (or changes therein) that appear likely to affect the ability of that party to perform any of its obligations hereunder in whole or in part.

Section 10.7. Regulatory Examinations and Financial Information. Both parties agree to submit to any examination that may be required by a Regulatory Authority having jurisdiction over the other party, during regular business hours and upon reasonable prior notice, and to otherwise reasonably cooperate with the other party in responding to such Regulatory Authority's examination and requests related to the Program.

Section 10.8. Relationship of Parties; No Authority to Bind. Bank and Sponsor agree that they are independent contractors to each other in performing their respective obligations hereunder. Nothing in this Agreement or in the working relationship established and developed hereunder shall be deemed or is intended to be deemed, nor shall it cause, Bank and Sponsor to be treated as partners, joint venturers or otherwise as joint associates for profit. Sponsor understands and agrees that Sponsor's name shall not appear on any Loan Document as a maker of a Loan and that Bank shall be responsible for all decisions to make or fund a Loan. Sponsor shall refer to Bank any inquiries concerning the accuracy, interpretation or legal effect of any Loan Document. Sponsor shall not modify the terms of any Loan Document on behalf of Bank prior to purchase of the Loan

by Sponsor. Sponsor's responsibilities hereunder shall not constitute the "receipt" of the Loan Documents by Bank; instead, Bank shall be deemed to have received and reviewed the Loan Documents and supporting materials only after the Loan Documents and materials have previously been received at Bank's offices, at which time and place Bank shall decide whether to make the Loan. Sponsor shall not represent to anyone that Sponsor has the authority or power to do any of the foregoing and shall make no representations concerning Bank's transactions except as Bank shall expressly authorize in writing. Bank shall not have any authority or control over any of the property interests or employees of Sponsor. Without limitation of the foregoing, Bank and Sponsor intend, and they agree to undertake such action as may be necessary or advisable to ensure, that: (a) the Program complies with federal-law guidelines regarding outsourcing of bank-related activities, installment loans, bank supervision and control and safety and soundness procedures; (b) Bank is the lender under applicable federal-law standards.; (c) all activities related to the marketing and origination of a loan are made by or on behalf of Bank as disclosed principal for any relevant regulatory, agency law and contract-law purposes; and (d) the Program has been initiated by Sponsor for its benefit, that Bank is acting as an accommodation party for the benefit of Sponsor for the purpose of origination of each Loan.

Section 10.9. Severability. In the event that any part of this Agreement is ruled by a court, Regulatory Authority or other public or private tribunal of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to have been omitted from this Agreement. The remainder of this Agreement shall remain in full force and effect, and shall be modified to any extent necessary to give such force and effect to the remaining provisions, but only to such extent. In addition, if the operation of the Program or the compliance by a party with its obligations set forth herein causes or results in a violation of an Applicable Law, the parties agree to negotiate in good faith to modify the Program or this Agreement as necessary in order to permit the parties to continue the Program in full compliance with Applicable Laws.

Section 10.10. Successors and Third Parties. This Agreement and the rights and obligations hereunder shall bind and inure to the benefit of the parties hereto and their successors and permitted assigns. The rights and benefits hereunder are specific to the parties and shall not be delegated or assigned without the prior written consent of the other party. Nothing in this Agreement is intended to create or grant any right, privilege or other benefit to or for any person or entity other than the parties hereto. Notwithstanding the foregoing, Bank may assign this Agreement and its rights hereunder without Sponsor's consent.

Section 10.11. Notices. All notices and other communications under this Agreement shall be in writing (including communication by facsimile copy or other electronic means) and shall be deemed to have been duly given when delivered in person, by facsimile or email transmission, by express or overnight mail delivered by a nationally recognized courier (delivery charges prepaid), or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties as follows:

To Bank:	Cross River Bank 400 Kelby Street Fort Lee, New Jersey 07024 Attention: Gilles Gade, President Telephone: [REDACTED]
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Facsimile No.: (201) 808-6565
Email: [REDACTED]@crossriverbank.com

With a copy to: Cross River Bank
400 Kelby Street
Fort Lee, New Jersey 07024
Attention: [REDACTED] Esq., General Counsel
Telephone: [REDACTED]
Facsimile No.: [REDACTED]
Email: [REDACTED]@crossriverbank.com

To Sponsor: BlueVine Capital Inc.
401 Warren Street
Redwood City, CA 94063
Attention: Legal Department
Telephone: _____
Email: [REDACTED]@bluevine.com_

With a copy to: General Counsel
Telephone: _____
Email: [REDACTED]@bluevine.com

Section 10.12. Waiver; Amendments. The delay or failure of either party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of any right of that party. All waivers must be in writing and signed by both parties. Subject to Section 2.3(a) herein, alterations, modifications or amendments of a provision of this Agreement, including all exhibits and schedules attached hereto, shall not be binding and shall be void unless such alteration, modification or amendment is in writing and signed by authorized representatives of Sponsor and Bank.

Section 10.13. Counterparts. This Agreement may be executed and delivered by the parties hereto in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The parties agree that this Agreement and signature pages may be transmitted between them by electronic mail and that PDF signatures may constitute original signatures and that a PDF signature page containing the signature (PDF or original) is binding upon the parties.

Section 10.14. Specific Performance. Certain rights which are subject to this Agreement are unique and are of such a nature as to be inherently difficult or impossible to value monetarily. In the event of a breach of this Agreement by either party, an action at law for damages or other remedies at law would be inadequate to protect the unique rights and interests of the parties. Accordingly, the terms of this Agreement shall be enforceable in a court of equity by a decree of specific performance or injunction. Such remedies shall, however, be cumulative and not be exclusive and shall be in addition to any other remedy which the parties may have.

Section 10.15. Further Assurances. From time to time, each party will execute and deliver to the other such additional documents and will provide such additional information as such other party may reasonably require to carry out the terms of this Agreement.

Section 10.16. Entire Agreement. This Agreement, and its schedules and exhibits (all of which schedules and exhibits are hereby incorporated into this Agreement) and the documents executed and delivered pursuant hereto and thereto, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof, and supersede any prior or contemporaneous negotiations or oral or written agreements between the parties hereto with respect to the subject matter hereof or thereof, except where survival of prior written agreements is expressly provided for herein.

Section 10.17. Survival. The terms of Section 3.1(i)(D), Section 4.2(f), Section 4.2(g), Section 4.3 (Intellectual Property), Article V (Loan Origination and Compensation), Article VI (Expenses), Article VII (Term), Section 8.2 (Effect of Termination), Section 9.1 (Sponsor's Representations and Warranties), Section 9.2 (Bank's Representations and Warranties), and this Article X (Miscellaneous) shall survive the termination or expiration of this Agreement.

Section 10.18. Referrals. Neither party has agreed to pay any fee or commission to any agent, broker, finder or other person for or on account of such person's services rendered in connection with this Agreement that would give rise to any valid claim against the other party for any commission, finder's fee or like payment.


Section 10.19. Interpretation. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments thereto, and the same shall be construed neither for nor against either party, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties.

Section 10.20. Headings. Captions and headings in this Agreement are for convenience only, and are not deemed part of this Agreement.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

CROSS RIVER BANK

By:  4/5/2020
Name: Gilles Gade
Title: CEO

By:  4/5/2020
Name: 
Title: General Counsel

BLUEVINE CAPITAL INC.

By:  _____
Name: Eyal Lifshitz
Title: CEO & President

Legal Team Counts

Year	Month	Count	Hires	Terms	Total	GL Month	Total Employee
2019	January	9	0	0	9	Jan 2019	\$ 148,727
2019	February	9	0	0	9	Feb 2019	\$ 133,855
2019	March	9	0	0	9	Mar 2019	\$ 125,828
2019	April	9	0	0	9	Apr 2019	\$ 141,362
2019	May	9	0	0	9	May 2019	\$ 137,215
2019	June	9	0	0	9	Jun 2019	\$ 121,455
2019	July	9	0	-1	8	Jul 2019	\$ 147,867
2019	August	8	2	-1	9	Aug 2019	\$ 148,644
2019	September	9	1	-1	9	Sep 2019	\$ 156,971
2019	October	9	1	0	10	Oct 2019	\$ 143,713
2019	November	10	0	0	10	Nov 2019	\$ 137,801
2019	December	10	0	0	10	Dec 2019	\$ 196,334
2020	January	10	0	0	10	Jan 2020	\$ 117,114
2020	February	10	0	0	10	Feb 2020	\$ 118,814
2020	March	10	2	0	12	Mar 2020	\$ 166,381
2020	April	12	0	0	12	Apr 2020	\$ 166,874
2020	May	12	0	0	12	May 2020	\$ 165,651
2020	June	12	0	-1	11	Jun 2020	\$ 157,383
2020	July	11	0	0	11	Jul 2020	\$ 153,136
2020	August	11	0	0	11	Aug 2020	\$ 166,444
2020	September	11	0	-2	9	Sep 2020	\$ 124,486
2020	October	9	1	0	10	Oct 2020	\$ 102,212
2020	November	10	0	0	10	Nov 2020	\$ 135,147
2020	December	10	1	0	11	Dec 2020	\$ 174,685
2021	January	11	0	0	11	Jan 2021	\$ 148,773
2021	February	11	3	0	14	Feb 2021	\$ 182,946
2021	March	14	0	0	14	Mar 2021	\$ 185,343
2021	April	14	0	0	14	Apr 2021	\$ 148,723
2021	May	14	1	0	15	May 2021	\$ 215,601
2021	June	15	1	-2	14	Jun 2021	\$ 151,383
2021	July	14	2	-1	15	Jul 2021	\$ 207,341
2021	August	15	1	0	16	Aug 2021	\$ 213,681
2021	September	16	0	0	16	Sep 2021	\$ 210,944
2021	October	16	0	-2	14	Oct 2021	\$ 216,899
2021	November	14	0	0	14	Nov 2021	\$ 179,519
2021	December	14	2	0	16	Dec 2021	\$ 259,910

Risk Team Counts

Year	Month	Count	Hires	Terms	Total	GL Month	Total Employee
2019	January	52	3	-2	53	Jan 2019	\$ 449,992
2019	February	53	1	-2	52	Feb 2019	\$ 419,657
2019	March	52	3	0	55	Mar 2019	\$ 442,054
2019	April	55	2	0	57	Apr 2019	\$ 448,733
2019	May	57	1	0	58	May 2019	\$ 452,416
2019	June	58	3	-1	60	Jun 2019	\$ 474,228
2019	July	60	2	-2	60	Jul 2019	\$ 521,398
2019	August	60	3	-3	60	Aug 2019	\$ 478,040
2019	September	60	6	-2	64	Sep 2019	\$ 507,467
2019	October	64	1	-1	64	Oct 2019	\$ 526,268
2019	November	64	2	0	66	Nov 2019	\$ 530,046
2019	December	66	0	-1	65	Dec 2019	\$ 748,158
2020	January	65	1	0	66	Jan 2020	\$ 616,642
2020	February	66	1	-1	66	Feb 2020	\$ 586,029
2020	March	66	4	-1	69	Mar 2020	\$ 651,553
2020	April	69	0	0	69	Apr 2020	\$ 696,722
2020	May	69	20	-1	88	May 2020	\$ 710,742
2020	June	88	8	-6	90	Jun 2020	\$ 704,361
2020	July	90	13	-2	101	Jul 2020	\$ 729,077
2020	August	101	0	-3	98	Aug 2020	\$ 730,588
2020	September	98	0	-13	85	Sep 2020	\$ 611,837
2020	October	85	0	-8	77	Oct 2020	\$ 607,583
2020	November	77	1	-3	75	Nov 2020	\$ 641,347
2020	December	75	9	-4	80	Dec 2020	\$ 761,577
2021	January	80	48	-4	124	Jan 2021	\$ 607,234
2021	February	124	34	-6	152	Feb 2021	\$ 837,885
2021	March	152	15	-11	156	Mar 2021	\$ 842,357
2021	April	156	21	-9	168	Apr 2021	\$ 952,792
2021	May	168	7	-53	122	May 2021	\$ 1,010,901
2021	June	122	6	-3	125	Jun 2021	\$ 909,542
2021	July	125	2	-3	124	Jul 2021	\$ 835,101
2021	August	124	1	-4	121	Aug 2021	\$ 921,676
2021	September	121	2	-2	121	Sep 2021	\$ 845,743
2021	October	121	12	-3	130	Oct 2021	\$ 862,309
2021	November	130	2	-2	130	Nov 2021	\$ 932,053
2021	December	130	2	-10	122	Dec 2021	\$ 1,313,537

2019 Trainings

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	AA	Risk Operations	Anti-money Laundering (AML)	7/21/2020	69	Yes	Completed	10/31/2019
2/1/2019	AD	Legal	Fair Credit Reporting Act (FCRA) Refresher	10/17/2019	77	Yes	Completed	10/31/2019
1/23/2019	AD	Legal	Fair Lending Overview	11/12/2020	65	Yes	Completed	10/31/2019
1/23/2019	AD	Legal	Bank Secrecy Act	11/2/2020	80	Yes	Completed	10/31/2019
1/23/2019	AD	Legal	Anti-money Laundering (AML)	10/26/2020	75	Yes	Completed	10/31/2019
1/23/2019	AD	Legal	Zdnu Unplugged: Privacy	10/22/2019	72	Yes	Completed	10/31/2019
1/23/2019	AD	Legal	Unplugged: Phishing	11/12/2020	70	Yes	Completed	10/31/2019
1/23/2019	AD	Legal	Zdnu Unplugged: Fair Lending Overview	10/22/2019	80	Yes	Completed	10/31/2019
1/23/2019	AD	Legal	FSC - Unfair, Deceptive, or Abusive Acts or	11/12/2020	77	Yes	Completed	10/31/2019
1/23/2019	AD	Legal	Zdnu FSC - Security of Customer Information Guidelines	10/22/2019	81	Yes	Completed	10/31/2019
1/23/2019	AD	Legal	BV - Information Security Awareness	10/22/2019	100	Yes	Completed	10/31/2019
2/2/2019	AD	Legal	Handling Consumer Complaints	10/17/2019	93	Yes	Completed	10/31/2019
2/2/2019	AD	Legal	Fair Credit Reporting Act (FCRA) Refresher	10/17/2019	77	Yes	Completed	10/31/2019
2/2/2019	AD	Legal	Zdnu Unfair, Deceptive or Abusive Acts or Practices for the Financial Institution	10/17/2019	69	Yes	Completed	10/31/2019
2/2/2019	AD	Legal	Zdnu Right to Financial Privacy Act (RFPA) Refresher	10/17/2019	62	Yes	Completed	10/31/2019
2/2/2019	AD	Legal	Zdnu Unplugged: Know Your Customer	10/23/2019	81	Yes	Completed	10/31/2019
2/2/2019	AD	Legal	Zdnu Unplugged: Fair Lending Overview	10/22/2019	80	Yes	Completed	12/1/2019
2/2/2019	AD	Legal	BV: Servicemembers Civil Relief Act (SCRA)	10/18/2019	61	Yes	Completed	10/31/2019
10/21/2019	AD	Risk Operations	BV - Information Security Awareness	10/23/2019	100	Yes	Completed	1/19/2020
1/23/2019	AF	Collections	Fair Lending Overview	12/8/2020	67	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	AF	Collections	Bank Secrecy Act	12/8/2020	73	Yes	Completed	10/31/2019
1/23/2019	AF	Collections	Anti-money Laundering (AML)	12/8/2020	81	Yes	Completed	10/31/2019
1/23/2019	AF	Collections	Unplugged: Phishing	12/8/2020	90	Yes	Completed	10/31/2019
1/23/2019	AF	Collections	FSC - Unfair, Deceptive, or Abusive Acts or	12/8/2020	65	Yes	Completed	10/31/2019
2/2/2019	AF	Collections	Fair Debt Collection Practices Act (FDCPA)	12/8/2020	60	Yes	Completed	10/31/2019
2/1/2019	AH	Enterprise Underwriting	Customer Identification Program (CIP)	11/1/2020	98	Yes	Completed	10/31/2019
2/1/2019	AH	Enterprise Underwriting	Understanding the FFIEC Final Guidance on Social Media	10/31/2020	100	Yes	Completed	10/31/2019
2/1/2019	AH	Enterprise Underwriting	Unplugged: Office of Foreign Assets Control (OFAC)	11/1/2020	100	Yes	Completed	10/31/2019
2/1/2019	AH	Enterprise Underwriting	Fair Credit Reporting Act (FCRA) Refresher	10/31/2020	100	Yes	Completed	10/31/2019
2/1/2019	AH	Enterprise Underwriting	Unplugged: Suspicious Activity Reports	11/1/2020	100	Yes	Completed	10/31/2019
2/1/2019	AH	Enterprise Underwriting	FSC - Identifying Identity Theft - Review of Red	11/1/2020	100	Yes	Completed	10/31/2019
2/1/2019	AH	Enterprise Underwriting	FSC - Frauds and Scams	11/1/2020	100	Yes	Completed	10/31/2019
1/23/2019	AH	Enterprise Underwriting	Fair Lending Overview	11/1/2020	98	Yes	Completed	10/31/2019
1/23/2019	AH	Enterprise Underwriting	Bank Secrecy Act	10/31/2020	98	Yes	Completed	10/31/2019
1/23/2019	AH	Enterprise Underwriting	Anti-money Laundering (AML)	10/31/2020	98	Yes	Completed	10/31/2019
1/23/2019	AH	Enterprise Underwriting	Zdnu Unplugged: Privacy	10/22/2019	100	Yes	Completed	10/31/2019
1/23/2019	AH	Enterprise Underwriting	Unplugged: Phishing	10/31/2020	100	Yes	Completed	10/31/2019
1/23/2019	AH	Enterprise Underwriting	Zdnu Unplugged: Fair Lending Overview	10/22/2019	100	Yes	Completed	10/31/2019
1/23/2019	AH	Enterprise Underwriting	FSC - Unfair, Deceptive, or Abusive Acts or	10/31/2020	100	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	AH	Enterprise Underwriting	Zdnu FSC - Security of Customer Information Guidelines	10/29/2019	98	Yes	Completed	10/31/2019
1/23/2019	AH	Enterprise Underwriting	BV - Information Security Awareness	10/29/2019	100	Yes	Completed	10/31/2019
2/2/2019	AH	Enterprise Underwriting	Fair Credit Reporting Act (FCRA) Refresher	10/30/2019	100	Yes	Completed	10/31/2019
2/2/2019	AH	Enterprise Underwriting	Zdnu Unplugged: Know Your Customer	10/31/2019	100	Yes	Completed	10/31/2019
2/2/2019	AH	Enterprise Underwriting	Zdnu Unplugged: Fair Lending Overview	10/22/2019	100	Yes	Completed	12/1/2019
2/1/2019	AH	Risk Operations	Customer Identification Program (CIP)	10/6/2020	75	Yes	Completed	10/31/2019
2/1/2019	AH	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	10/6/2020	83	Yes	Completed	10/31/2019
2/1/2019	AH	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	10/6/2020	83	Yes	Completed	10/31/2019
2/1/2019	AH	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/6/2020	85	Yes	Completed	10/31/2019
2/1/2019	AH	Risk Operations	Unplugged: Suspicious Activity Reports	10/6/2020	100	Yes	Completed	10/31/2019
2/1/2019	AH	Risk Operations	FSC - Identifying Identity Theft - Review of Red	10/6/2020	75	Yes	Completed	10/31/2019
2/1/2019	AH	Risk Operations	FSC - Frauds and Scams	10/6/2020	72	Yes	Completed	10/31/2019
1/23/2019	AH	Risk Operations	Fair Lending Overview	10/15/2020	65	Yes	Completed	10/31/2019
1/23/2019	AH	Risk Operations	Bank Secrecy Act	10/12/2020	76	Yes	Completed	10/31/2019
1/23/2019	AH	Risk Operations	Anti-money Laundering (AML)	10/9/2020	77	Yes	Completed	10/31/2019
1/23/2019	AH	Risk Operations	Unplugged: Phishing	10/16/2020	70	Yes	Completed	10/31/2019
1/23/2019	AH	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/15/2020	77	Yes	Completed	10/31/2019
1/23/2019	AK	Risk Strategies	Fair Lending Overview	10/8/2020	73	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	AK	Risk Strategies	Bank Secrecy Act	10/8/2020	80	Yes	Completed	10/31/2019
1/23/2019	AK	Risk Strategies	Anti-money Laundering (AML)	10/8/2020	81	Yes	Completed	10/31/2019
1/23/2019	AK	Risk Strategies	Unplugged: Phishing	10/8/2020	80	Yes	Completed	10/31/2019
1/23/2019	AK	Risk Strategies	FSC - Unfair, Deceptive, or Abusive Acts or	10/8/2020	81	Yes	Completed	10/31/2019
1/23/2019	AL	Data Science	Fair Lending Overview	10/14/2020	100	Yes	Completed	10/31/2019
1/23/2019	AL	Data Science	Bank Secrecy Act	10/12/2020	80	Yes	Completed	10/31/2019
1/23/2019	AL	Data Science	Anti-money Laundering (AML)	10/12/2020	98	Yes	Completed	10/31/2019
1/23/2019	AL	Data Science	Unplugged: Phishing	10/12/2020	100	Yes	Completed	10/31/2019
1/23/2019	AL	Data Science	FSC - Unfair, Deceptive, or Abusive Acts or	10/25/2020	100	Yes	Completed	10/31/2019
2/2/2019	AL	Data Science	Zdnu Unplugged: Fair Lending Overview	9/26/2019	90	Yes	Completed	12/1/2019
1/23/2019	AL	Back Office Operations	Fair Lending Overview	11/2/2020	60	Yes	Completed	10/31/2019
1/23/2019	AL	Back Office Operations	Bank Secrecy Act	11/2/2020	60	Yes	Completed	10/31/2019
1/23/2019	AL	Back Office Operations	Anti-money Laundering (AML)	11/2/2020	65	Yes	Completed	10/31/2019
1/23/2019	AL	Back Office Operations	Zdnu Unplugged: Privacy	11/6/2019	66	Yes	Completed	10/31/2019
1/23/2019	AL	Back Office Operations	Unplugged: Phishing	11/2/2020	70	Yes	Completed	10/31/2019
1/23/2019	AL	Back Office Operations	Zdnu Unplugged: Fair Lending Overview	11/6/2019	70	Yes	Completed	10/31/2019
1/23/2019	AL	Back Office Operations	FSC - Unfair, Deceptive, or Abusive Acts or	11/2/2020	92	Yes	Completed	10/31/2019
1/23/2019	AL	Back Office Operations	Zdnu FSC - Security of Customer Information Guidelines	11/6/2019	74	Yes	Completed	10/31/2019
1/23/2019	AL	Back Office Operations	BV - Information Security Awareness	11/6/2019	100	Yes	Completed	10/31/2019
2/2/2019	AL	Back Office Operations	Zdnu Unplugged: Fair Lending Overview	11/6/2019	70	Yes	Completed	12/1/2019
2/1/2019	AM	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	9/25/2019	85	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/2/2019	AM	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	9/25/2019	85	Yes	Completed	10/31/2019
2/2/2019	AM	Risk Operations	Zdnu Unplugged: Know Your Customer	10/1/2019	81	Yes	Completed	10/31/2019
2/2/2019	AM	Risk Operations	Zdnu Unplugged: Fair Lending Overview	9/25/2019	80	Yes	Completed	12/1/2019
9/16/2019	AM	Risk Operations	BV - Information Security Awareness	10/1/2019	100	Yes	Completed	12/15/2019
1/23/2019	AM	Risk Analytics	Fair Lending Overview	11/16/2020	76	Yes	Completed	10/31/2019
1/23/2019	AM	Risk Analytics	Bank Secrecy Act	11/15/2020	64	Yes	Completed	10/31/2019
1/23/2019	AM	Risk Analytics	Anti-money Laundering (AML)	11/15/2020	79	Yes	Completed	10/31/2019
1/23/2019	AM	Risk Analytics	FSC - Unfair, Deceptive, or Abusive Acts or	11/16/2020	65	Yes	Completed	10/31/2019
2/1/2019	AO	Risk Operations	Customer Identification Program (CIP)	10/27/2020	83	Yes	Completed	10/31/2019
2/1/2019	AO	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	10/27/2020	83	Yes	Completed	10/31/2019
2/1/2019	AO	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	10/23/2020	91	Yes	Completed	10/31/2019
2/1/2019	AO	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/27/2020	100	Yes	Completed	10/31/2019
2/1/2019	AO	Risk Operations	Unplugged: Suspicious Activity Reports	10/23/2020	100	Yes	Completed	10/31/2019
2/1/2019	AO	Risk Operations	FSC - Identifying Identity Theft - Review of Red	10/27/2020	89	Yes	Completed	10/31/2019
2/1/2019	AO	Risk Operations	FSC - Frauds and Scams	10/23/2020	97	Yes	Completed	10/31/2019
1/23/2019	AO	Risk Operations	Fair Lending Overview	10/22/2020	82	Yes	Completed	10/31/2019
1/23/2019	AO	Risk Operations	Bank Secrecy Act	10/22/2020	80	Yes	Completed	10/31/2019
1/23/2019	AO	Risk Operations	Anti-money Laundering (AML)	10/22/2020	88	Yes	Completed	10/31/2019
1/23/2019	AO	Risk Operations	Zdnu Unplugged: Privacy	10/22/2019	86	Yes	Completed	10/31/2019
1/23/2019	AO	Risk Operations	Unplugged: Phishing	10/22/2020	100	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	AO	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/22/2019	100	Yes	Completed	10/31/2019
1/23/2019	AO	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/22/2020	92	Yes	Completed	10/31/2019
1/23/2019	AO	Risk Operations	Zdnu FSC - Security of Customer Information Guidelines	10/23/2019	93	Yes	Completed	10/31/2019
1/23/2019	AO	Risk Operations	BV - Information Security Awareness	10/23/2019	100	Yes	Completed	10/31/2019
2/2/2019	AO	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/23/2019	85	Yes	Completed	10/31/2019
2/2/2019	AO	Risk Operations	Zdnu Unplugged: Know Your Customer	10/23/2019	94	Yes	Completed	10/31/2019
2/2/2019	AO	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/22/2019	100	Yes	Completed	12/1/2019
1/23/2019	AS	Collections	Fair Lending Overview	10/6/2020	95	Yes	Completed	10/31/2019
1/23/2019	AS	Collections	Bank Secrecy Act	9/3/2020	98	Yes	Completed	10/31/2019
1/23/2019	AS	Collections	Anti-money Laundering (AML)	9/3/2020	96	Yes	Completed	10/31/2019
1/23/2019	AS	Collections	Zdnu Unplugged: Privacy	9/17/2019	83	Yes	Completed	10/31/2019
1/23/2019	AS	Collections	Unplugged: Phishing	10/6/2020	90	Yes	Completed	10/31/2019
1/23/2019	AS	Collections	Zdnu Unplugged: Fair Lending Overview	9/17/2019	80	Yes	Completed	10/31/2019
1/23/2019	AS	Collections	FSC - Unfair, Deceptive, or Abusive Acts or	9/3/2020	88	Yes	Completed	10/31/2019
1/23/2019	AS	Collections	Zdnu FSC - Security of Customer Information Guidelines	9/17/2019	98	Yes	Completed	10/31/2019
1/23/2019	AS	Collections	BV - Information Security Awareness	10/8/2019	100	Yes	Completed	10/31/2019
2/2/2019	AS	Collections	Fair Debt Collection Practices Act (FDCPA)	9/1/2020	83	Yes	Completed	10/31/2019
2/2/2019	AS	Collections	Zdnu Unplugged: Fair Lending Overview	9/17/2019	80	Yes	Completed	12/1/2019
1/23/2019	AS	Legal	Fair Lending Overview	10/12/2020	80	Yes	Completed	10/31/2019
1/23/2019	AS	Legal	Bank Secrecy Act	10/6/2020	76	Yes	Completed	10/31/2019
1/23/2019	AS	Legal	Anti-money Laundering (AML)	10/6/2020	81	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	AS	Legal	Zdnu Unplugged: Privacy	10/24/2019	62	Yes	Completed	10/31/2019
1/23/2019	AS	Legal	Unplugged: Phishing	10/6/2020	70	Yes	Completed	10/31/2019
1/23/2019	AS	Legal	Zdnu Unplugged: Fair Lending Overview	10/24/2019	60	Yes	Completed	10/31/2019
1/23/2019	AS	Legal	FSC - Unfair, Deceptive, or Abusive Acts or	10/14/2020	92	Yes	Completed	10/31/2019
1/23/2019	AS	Legal	Zdnu FSC - Security of Customer Information Guidelines	10/24/2019	79	Yes	Completed	10/31/2019
1/23/2019	AS	Legal	BV - Information Security Awareness	10/24/2019	100	Yes	Completed	10/31/2019
2/2/2019	AS	Legal	Zdnu Right to Financial Privacy Act (RFPA) Refresher	10/24/2019	67	Yes	Completed	10/31/2019
2/2/2019	AS	Legal	Zdnu Unplugged: Fair Lending Overview	10/24/2019	60	Yes	Completed	12/1/2019
2/1/2019	AS	Risk Operations	Customer Identification Program (CIP)	7/1/2020	90	Yes	Completed	10/31/2019
2/1/2019	AS	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	8/10/2020	89	Yes	Completed	10/31/2019
2/1/2019	AS	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	4/6/2020	91	Yes	Completed	10/31/2019
2/1/2019	AS	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	7/1/2020	85	Yes	Completed	10/31/2019
2/1/2019	AS	Risk Operations	Unplugged: Suspicious Activity Reports	4/6/2020	70	Yes	Completed	10/31/2019
2/1/2019	AS	Risk Operations	FSC - Identifying Identity Theft - Review of Red	7/1/2020	92	Yes	Completed	10/31/2019
2/1/2019	AS	Risk Operations	FSC - Frauds and Scams	4/6/2020	100	Yes	Completed	10/31/2019
1/23/2019	AS	Risk Operations	Fair Lending Overview	4/3/2020	82	Yes	Completed	10/31/2019
1/23/2019	AS	Risk Operations	Bank Secrecy Act	4/3/2020	96	Yes	Completed	10/31/2019
1/23/2019	AS	Risk Operations	Anti-money Laundering (AML)	4/3/2020	94	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	AS	Risk Operations	Zdnu Unplugged: Privacy	10/3/2019	79	Yes	Completed	10/31/2019
1/23/2019	AS	Risk Operations	Unplugged: Phishing	4/3/2020	80	Yes	Completed	10/31/2019
1/23/2019	AS	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/3/2019	90	Yes	Completed	10/31/2019
1/23/2019	AS	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	4/3/2020	92	Yes	Completed	10/31/2019
1/23/2019	AS	Risk Operations	Zdnu FSC - Security of Customer Information Guidelines	10/7/2019	86	Yes	Completed	10/31/2019
1/23/2019	AS	Risk Operations	BV - Information Security Awareness	10/8/2019	100	Yes	Completed	10/31/2019
2/2/2019	AS	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/8/2019	85	Yes	Completed	10/31/2019
2/2/2019	AS	Risk Operations	Zdnu Unplugged: Know Your Customer	10/15/2019	81	Yes	Completed	10/31/2019
2/2/2019	AS	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/3/2019	90	Yes	Completed	12/1/2019
2/1/2019	AS	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/29/2019	100	Yes	Completed	10/31/2019
1/23/2019	AS	Risk Operations	Zdnu Unplugged: Privacy	10/29/2019	97	Yes	Completed	10/31/2019
1/23/2019	AS	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/29/2019	90	Yes	Completed	10/31/2019
1/23/2019	AS	Risk Operations	Zdnu FSC - Security of Customer Information Guidelines	10/29/2019	93	Yes	Completed	10/31/2019
1/23/2019	AS	Risk Operations	BV - Information Security Awareness	10/29/2019	100	Yes	Completed	10/31/2019
2/2/2019	AS	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/29/2019	100	Yes	Completed	10/31/2019
2/2/2019	AS	Risk Operations	Zdnu Unplugged: Know Your Customer	10/30/2019	94	Yes	Completed	10/31/2019
2/2/2019	AS	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/29/2019	90	Yes	Completed	12/1/2019
2/1/2019	AT	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	7/12/2019	69	Yes	Completed	10/31/2019
1/23/2019	AT	Risk Operations	Zdnu Unplugged: Privacy	7/11/2019	86	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	AT	Risk Operations	Zdnu Unplugged: Fair Lending Overview	7/11/2019	90	Yes	Completed	10/31/2019
1/23/2019	AT	Risk Operations	Zdnu FSC - Security of Customer Information Guidelines	7/12/2019	84	Yes	Completed	10/31/2019
1/23/2019	AT	Risk Operations	BV - Information Security Awareness	7/12/2019	100	Yes	Completed	10/31/2019
2/2/2019	AT	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	7/12/2019	69	Yes	Completed	10/31/2019
2/2/2019	AT	Risk Operations	Zdnu Unplugged: Know Your Customer	10/8/2019	94	Yes	Completed	10/31/2019
2/2/2019	AT	Risk Operations	Zdnu Unplugged: Fair Lending Overview	7/11/2019	90	Yes	Completed	12/1/2019
2/1/2019	AZ	Compliance	Customer Identification Program (CIP)	10/31/2020	93	Yes	Completed	10/31/2019
2/1/2019	AZ	Compliance	Understanding the FFIEC Final Guidance on Social Media	10/31/2020	67	Yes	Completed	10/31/2019
2/1/2019	AZ	Compliance	Unplugged: Office of Foreign Assets Control (OFAC)	10/31/2020	83	Yes	Completed	10/31/2019
2/1/2019	AZ	Compliance	Fair Credit Reporting Act (FCRA) Refresher	10/31/2020	100	Yes	Completed	10/31/2019
2/1/2019	AZ	Compliance	Unplugged: Suspicious Activity Reports	10/31/2020	80	Yes	Completed	10/31/2019
2/1/2019	AZ	Compliance	FSC - Identifying Identity Theft - Review of Red	10/31/2020	92	Yes	Completed	10/31/2019
2/1/2019	AZ	Compliance	FSC - Frauds and Scams	10/31/2020	83	Yes	Completed	10/31/2019
1/23/2019	AZ	Compliance	Fair Lending Overview	10/30/2020	73	Yes	Completed	10/31/2019
1/23/2019	AZ	Compliance	Bank Secrecy Act	10/30/2020	73	Yes	Completed	10/31/2019
1/23/2019	AZ	Compliance	Anti-money Laundering (AML)	10/30/2020	83	Yes	Completed	10/31/2019
1/23/2019	AZ	Compliance	Unplugged: Phishing	10/31/2020	80	Yes	Completed	10/31/2019
1/23/2019	AZ	Compliance	FSC - Unfair, Deceptive, or Abusive Acts or	10/31/2020	85	Yes	Completed	10/31/2019
9/3/2019	AZ	Compliance	Handling Consumer Complaints	10/30/2019	100	Yes	Completed	12/2/2019
9/3/2019	AZ	Compliance	BV - Information Security Awareness	9/5/2019	100	Yes	Completed	12/2/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/2/2019	AZ	Compliance	Handling Consumer Complaints	10/30/2019	100	Yes	Completed	10/31/2019
2/2/2019	AZ	Compliance	Fair Credit Reporting Act (FCRA) Refresher	9/6/2019	100	Yes	Completed	10/31/2019
2/2/2019	AZ	Compliance	Zdnu Unfair, Deceptive or Abusive Acts or Practices for the Financial Institution	10/30/2019	85	Yes	Completed	10/31/2019
2/2/2019	AZ	Compliance	Zdnu Right to Financial Privacy Act (RFPA) Refresher	9/6/2019	64	Yes	Completed	10/31/2019
2/2/2019	AZ	Compliance	Zdnu Unplugged: Know Your Customer	10/30/2019	81	Yes	Completed	10/31/2019
2/2/2019	AZ	Compliance	Zdnu Unplugged: Fair Lending Overview	9/5/2019	80	Yes	Completed	12/1/2019
2/2/2019	AZ	Compliance	BV: Servicemembers Civil Relief Act (SCRA)	10/30/2019	67	Yes	Completed	10/31/2019
1/23/2019	BM	Back Office Operations	Fair Lending Overview	10/31/2020	78	Yes	Completed	10/31/2019
1/23/2019	BM	Back Office Operations	Bank Secrecy Act	10/31/2020	82	Yes	Completed	10/31/2019
1/23/2019	BM	Back Office Operations	Anti-money Laundering (AML)	10/31/2020	85	Yes	Completed	10/31/2019
1/23/2019	BM	Back Office Operations	Unplugged: Phishing	11/1/2020	70	Yes	Completed	10/31/2019
1/23/2019	BM	Back Office Operations	FSC - Unfair, Deceptive, or Abusive Acts or	11/1/2020	73	Yes	Completed	10/31/2019
2/1/2019	BT	Risk Operations	Customer Identification Program (CIP)	4/1/2020	90	Yes	Completed	10/31/2019
2/1/2019	BT	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	4/2/2020	100	Yes	Completed	10/31/2019
2/1/2019	BT	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	4/1/2020	96	Yes	Completed	10/31/2019
2/1/2019	BT	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	4/2/2020	100	Yes	Completed	10/31/2019
2/1/2019	BT	Risk Operations	Unplugged: Suspicious Activity Reports	4/1/2020	100	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/1/2019	BT	Risk Operations	FSC - Identifying Identity Theft - Review of Red	4/1/2020	83	Yes	Completed	10/31/2019
2/1/2019	BT	Risk Operations	FSC - Frauds and Scams	4/1/2020	90	Yes	Completed	10/31/2019
1/23/2019	BT	Risk Operations	Fair Lending Overview	10/1/2020	100	Yes	Completed	10/31/2019
1/23/2019	BT	Risk Operations	Bank Secrecy Act	10/1/2020	91	Yes	Completed	10/31/2019
1/23/2019	BT	Risk Operations	Anti-money Laundering (AML)	4/2/2020	100	Yes	Completed	10/31/2019
1/23/2019	BT	Risk Operations	Zdnu Unplugged: Privacy	3/17/2019	100	Yes	Completed	10/31/2019
1/23/2019	BT	Risk Operations	Unplugged: Phishing	10/6/2020	90	Yes	Completed	10/31/2019
1/23/2019	BT	Risk Operations	Zdnu Unplugged: Fair Lending Overview	3/17/2019	100	Yes	Completed	10/31/2019
1/23/2019	BT	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/6/2020	96	Yes	Completed	10/31/2019
1/23/2019	BT	Risk Operations	Zdnu FSC - Security of Customer Information Guidelines	3/17/2019	100	Yes	Completed	10/31/2019
1/23/2019	BT	Risk Operations	BV - Information Security Awareness	5/10/2019	100	Yes	Completed	10/31/2019
1/23/2019	BT	Risk Operations	2019 BV - Information Security Awareness	4/15/2019	100	Yes	Completed	10/31/2019
2/2/2019	BT	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	3/17/2019	100	Yes	Completed	10/31/2019
2/2/2019	BT	Risk Operations	Zdnu Unplugged: Know Your Customer	3/17/2019	100	Yes	Completed	10/31/2019
2/2/2019	BT	Risk Operations	Zdnu Unplugged: Fair Lending Overview	3/17/2019	100	Yes	Completed	12/1/2019
2/2/2019	CA	Legal	Zdnu Right to Financial Privacy Act (RFPA) Refresher	10/29/2019	72	Yes	Completed	10/31/2019
2/2/2019	CA	Legal	Zdnu Unplugged: Fair Lending Overview	10/24/2019	80	Yes	Completed	12/1/2019
8/19/2019	CA	Legal	BV - Information Security Awareness	10/28/2019	100	Yes	Completed	11/17/2019
2/2/2019	CA	Legal	Zdnu Unplugged: Fair Lending Overview	10/24/2019	80	Yes	Completed	

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	CK	Collections	Fair Lending Overview	10/26/2020	100	Yes	Completed	10/31/2019
1/23/2019	CK	Collections	Bank Secrecy Act	10/26/2020	100	Yes	Completed	10/31/2019
1/23/2019	CK	Collections	Anti-money Laundering (AML)	10/29/2020	100	Yes	Completed	10/31/2019
1/23/2019	CK	Collections	Unplugged: Phishing	10/29/2020	100	Yes	Completed	10/31/2019
1/23/2019	CK	Collections	FSC - Unfair, Deceptive, or Abusive Acts or	10/26/2020	100	Yes	Completed	10/31/2019
2/2/2019	CK	Collections	Fair Debt Collection Practices Act (FDCPA)	10/20/2020	78	Yes	Completed	10/31/2019
1/23/2019	CV	Legal	Anti-money Laundering (AML)	5/12/2020	96	Yes	Completed	10/31/2019
10/7/2019	CV	Legal	Handling Consumer Complaints	12/17/2019	100	Yes	Completed	1/5/2020
10/7/2019	CV	Legal	BV - Information Security Awareness	10/17/2019	100	Yes	Completed	1/5/2020
2/2/2019	CV	Legal	Zdnu Unplugged: Fair Lending Overview	12/16/2019	80	Yes	Completed	12/1/2019
2/2/2019	CV	Legal	Zdnu Unplugged: Fair Lending Overview	12/16/2019	80	Yes	Completed	
1/23/2019	DB	Collections	Zdnu Unplugged: Privacy	10/24/2019	62	Yes	Completed	10/31/2019
1/23/2019	DB	Collections	Zdnu Unplugged: Fair Lending Overview	10/24/2019	80	Yes	Completed	10/31/2019
1/23/2019	DB	Collections	Zdnu FSC - Security of Customer Information Guidelines	10/29/2019	70	Yes	Completed	10/31/2019
1/23/2019	DB	Collections	BV - Information Security Awareness	10/29/2019	100	Yes	Completed	10/31/2019
2/2/2019	DB	Collections	Zdnu Unplugged: Fair Lending Overview	10/24/2019	80	Yes	Completed	12/1/2019
2/1/2019	DG	Risk Operations	Customer Identification Program (CIP)	10/26/2020	93	Yes	Completed	10/31/2019
2/1/2019	DG	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	10/26/2020	100	Yes	Completed	10/31/2019
2/1/2019	DG	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	10/26/2020	100	Yes	Completed	10/31/2019
2/1/2019	DG	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/26/2020	100	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/1/2019	DG	Risk Operations	Unplugged: Suspicious Activity Reports	10/26/2020	100	Yes	Completed	10/31/2019
2/1/2019	DG	Risk Operations	FSC - Identifying Identity Theft - Review of Red	10/26/2020	86	Yes	Completed	10/31/2019
2/1/2019	DG	Risk Operations	FSC - Frauds and Scams	10/26/2020	97	Yes	Completed	10/31/2019
1/23/2019	DG	Risk Operations	Fair Lending Overview	10/21/2020	98	Yes	Completed	10/31/2019
1/23/2019	DG	Risk Operations	Bank Secrecy Act	10/15/2020	91	Yes	Completed	10/31/2019
1/23/2019	DG	Risk Operations	Anti-money Laundering (AML)	10/14/2020	94	Yes	Completed	10/31/2019
1/23/2019	DG	Risk Operations	Unplugged: Phishing	10/16/2020	100	Yes	Completed	10/31/2019
1/23/2019	DG	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/21/2020	100	Yes	Completed	10/31/2019
1/23/2019	DL	Back Office Operations	Fair Lending Overview	10/31/2020	96	Yes	Completed	10/31/2019
1/23/2019	DL	Back Office Operations	Bank Secrecy Act	10/31/2020	60	Yes	Completed	10/31/2019
1/23/2019	DL	Back Office Operations	Anti-money Laundering (AML)	10/30/2020	98	Yes	Completed	10/31/2019
1/23/2019	DL	Back Office Operations	Unplugged: Phishing	10/31/2020	100	Yes	Completed	10/31/2019
1/23/2019	DL	Back Office Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/31/2020	96	Yes	Completed	10/31/2019
2/2/2019	DL	Back Office Operations	Zdnu Unplugged: Fair Lending Overview	10/18/2019	70	Yes	Completed	12/1/2019
1/23/2019	DN	Data Science	Fair Lending Overview	10/19/2020	100	Yes	Completed	10/31/2019
1/23/2019	DN	Data Science	Bank Secrecy Act	10/19/2020	91	Yes	Completed	10/31/2019
1/23/2019	DN	Data Science	Anti-money Laundering (AML)	10/19/2020	98	Yes	Completed	10/31/2019
1/23/2019	DN	Data Science	Zdnu Unplugged: Privacy	9/26/2019	97	Yes	Completed	10/31/2019
1/23/2019	DN	Data Science	Unplugged: Phishing	10/12/2020	90	Yes	Completed	10/31/2019
1/23/2019	DN	Data Science	Zdnu Unplugged: Fair Lending Overview	9/26/2019	100	Yes	Completed	10/31/2019
1/23/2019	DN	Data Science	FSC - Unfair, Deceptive, or Abusive Acts or	10/19/2020	100	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	DN	Data Science	Zdnu FSC - Security of Customer Information Guidelines	9/26/2019	98	Yes	Completed	10/31/2019
1/23/2019	DN	Data Science	BV - Information Security Awareness	9/26/2019	100	Yes	Completed	10/31/2019
2/2/2019	DN	Data Science	Zdnu Unplugged: Fair Lending Overview	9/26/2019	100	Yes	Completed	12/1/2019
2/1/2019	DS	Enterprise Underwriting	Fair Credit Reporting Act (FCRA) Refresher	10/14/2019	85	Yes	Completed	10/31/2019
1/23/2019	DS	Enterprise Underwriting	Zdnu Unplugged: Privacy	7/19/2019	72	Yes	Completed	10/31/2019
1/23/2019	DS	Enterprise Underwriting	Zdnu Unplugged: Fair Lending Overview	7/19/2019	80	Yes	Completed	10/31/2019
1/23/2019	DS	Enterprise Underwriting	Zdnu FSC - Security of Customer Information Guidelines	8/21/2019	91	Yes	Completed	10/31/2019
1/23/2019	DS	Enterprise Underwriting	BV - Information Security Awareness	8/21/2019	100	Yes	Completed	10/31/2019
2/2/2019	DS	Enterprise Underwriting	Fair Credit Reporting Act (FCRA) Refresher	10/14/2019	85	Yes	Completed	10/31/2019
2/2/2019	DS	Enterprise Underwriting	Zdnu Unplugged: Know Your Customer	10/16/2019	75	Yes	Completed	10/31/2019
2/2/2019	DS	Enterprise Underwriting	Zdnu Unplugged: Fair Lending Overview	7/19/2019	80	Yes	Completed	12/1/2019
2/1/2019	DY	Risk Operations	Customer Identification Program (CIP)	10/30/2020	98	Yes	Completed	10/31/2019
2/1/2019	DY	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	10/30/2020	100	Yes	Completed	10/31/2019
2/1/2019	DY	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	10/29/2020	91	Yes	Completed	10/31/2019
2/1/2019	DY	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/30/2020	77	Yes	Completed	10/31/2019
2/1/2019	DY	Risk Operations	Unplugged: Suspicious Activity Reports	10/25/2020	80	Yes	Completed	10/31/2019
2/1/2019	DY	Risk Operations	FSC - Identifying Identity Theft - Review of Red	10/30/2020	94	Yes	Completed	10/31/2019
2/1/2019	DY	Risk Operations	FSC - Frauds and Scams	10/29/2020	100	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	DY	Risk Operations	Fair Lending Overview	10/31/2020	96	Yes	Completed	10/31/2019
1/23/2019	DY	Risk Operations	Bank Secrecy Act	10/31/2020	93	Yes	Completed	10/31/2019
1/23/2019	DY	Risk Operations	Anti-money Laundering (AML)	10/30/2020	92	Yes	Completed	10/31/2019
1/23/2019	DY	Risk Operations	Zdnu Unplugged: Privacy	8/7/2019	100	Yes	Completed	10/31/2019
1/23/2019	DY	Risk Operations	Unplugged: Phishing	10/31/2020	70	Yes	Completed	10/31/2019
1/23/2019	DY	Risk Operations	Zdnu Unplugged: Fair Lending Overview	8/7/2019	100	Yes	Completed	10/31/2019
1/23/2019	DY	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/31/2020	100	Yes	Completed	10/31/2019
1/23/2019	DY	Risk Operations	Zdnu FSC - Security of Customer Information Guidelines	8/7/2019	100	Yes	Completed	10/31/2019
1/23/2019	DY	Risk Operations	BV - Information Security Awareness	8/7/2019	100	Yes	Completed	10/31/2019
2/2/2019	DY	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	8/7/2019	77	Yes	Completed	10/31/2019
2/2/2019	DY	Risk Operations	Zdnu Unplugged: Know Your Customer	8/7/2019	94	Yes	Completed	10/31/2019
2/2/2019	DY	Risk Operations	Zdnu Unplugged: Fair Lending Overview	8/7/2019	100	Yes	Completed	12/1/2019
1/23/2019	EA	Data Science	Zdnu Unplugged: Privacy	9/26/2019	97	Yes	Completed	10/31/2019
1/23/2019	EA	Data Science	Zdnu Unplugged: Fair Lending Overview	9/26/2019	100	Yes	Completed	10/31/2019
1/23/2019	EA	Data Science	Zdnu FSC - Security of Customer Information Guidelines	9/26/2019	98	Yes	Completed	10/31/2019
1/23/2019	EA	Data Science	BV - Information Security Awareness	9/26/2019	100	Yes	Completed	10/31/2019
2/2/2019	EA	Data Science	Zdnu Unplugged: Fair Lending Overview	9/26/2019	100	Yes	Completed	12/1/2019
1/23/2019	EM	Data Science	Fair Lending Overview	10/21/2020	100	Yes	Completed	10/31/2019
1/23/2019	EM	Data Science	Bank Secrecy Act	10/21/2020	93	Yes	Completed	10/31/2019
1/23/2019	EM	Data Science	Anti-money Laundering (AML)	10/21/2020	98	Yes	Completed	10/31/2019
1/23/2019	EM	Data Science	Unplugged: Phishing	10/21/2020	100	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	EM	Data Science	FSC - Unfair, Deceptive, or Abusive Acts or	10/21/2020	100	Yes	Completed	10/31/2019
2/1/2019	EP	Risk Operations	Customer Identification Program (CIP)	11/2/2020	88	Yes	Completed	10/31/2019
2/1/2019	EP	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	11/2/2020	83	Yes	Completed	10/31/2019
2/1/2019	EP	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	11/2/2020	87	Yes	Completed	10/31/2019
2/1/2019	EP	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	11/2/2020	69	Yes	Completed	10/31/2019
2/1/2019	EP	Risk Operations	Unplugged: Suspicious Activity Reports	11/2/2020	60	Yes	Completed	10/31/2019
2/1/2019	EP	Risk Operations	FSC - Identifying Identity Theft - Review of Red	11/2/2020	89	Yes	Completed	10/31/2019
2/1/2019	EP	Risk Operations	FSC - Frauds and Scams	11/2/2020	90	Yes	Completed	10/31/2019
1/23/2019	EP	Risk Operations	Fair Lending Overview	10/30/2020	82	Yes	Completed	10/31/2019
1/23/2019	EP	Risk Operations	Bank Secrecy Act	10/29/2020	91	Yes	Completed	10/31/2019
1/23/2019	EP	Risk Operations	Anti-money Laundering (AML)	10/20/2020	92	Yes	Completed	10/31/2019
1/23/2019	EP	Risk Operations	Zdnu Unplugged: Privacy	5/24/2019	79	Yes	Completed	10/31/2019
1/23/2019	EP	Risk Operations	Unplugged: Phishing	10/31/2020	80	Yes	Completed	10/31/2019
1/23/2019	EP	Risk Operations	Zdnu Unplugged: Fair Lending Overview	5/24/2019	90	Yes	Completed	10/31/2019
1/23/2019	EP	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/31/2020	81	Yes	Completed	10/31/2019
1/23/2019	EP	Risk Operations	Zdnu FSC - Security of Customer Information Guidelines	10/7/2019	79	Yes	Completed	10/31/2019
1/23/2019	EP	Risk Operations	BV - Information Security Awareness	10/7/2019	100	Yes	Completed	10/31/2019
2/2/2019	EP	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/15/2019	69	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/2/2019	EP	Risk Operations	Zdnu Unplugged: Know Your Customer	10/20/2019	81	Yes	Completed	10/31/2019
2/2/2019	EP	Risk Operations	Zdnu Unplugged: Fair Lending Overview	5/24/2019	90	Yes	Completed	12/1/2019
2/1/2019	FB	Compliance	Customer Identification Program (CIP)	10/29/2020	85	Yes	Completed	10/31/2019
2/1/2019	FB	Compliance	Understanding the FFIEC Final Guidance on Social Media	10/30/2020	78	Yes	Completed	10/31/2019
2/1/2019	FB	Compliance	Unplugged: Office of Foreign Assets Control (OFAC)	10/29/2020	91	Yes	Completed	10/31/2019
2/1/2019	FB	Compliance	Fair Credit Reporting Act (FCRA) Refresher	10/29/2020	100	Yes	Completed	10/31/2019
2/1/2019	FB	Compliance	Unplugged: Suspicious Activity Reports	10/29/2020	90	Yes	Completed	10/31/2019
2/1/2019	FB	Compliance	FSC - Identifying Identity Theft - Review of Red	10/30/2020	86	Yes	Completed	10/31/2019
2/1/2019	FB	Compliance	FSC - Frauds and Scams	10/29/2020	83	Yes	Completed	10/31/2019
1/23/2019	FB	Compliance	Fair Lending Overview	10/27/2020	85	Yes	Completed	10/31/2019
1/23/2019	FB	Compliance	Bank Secrecy Act	10/27/2020	89	Yes	Completed	10/31/2019
1/23/2019	FB	Compliance	Anti-money Laundering (AML)	10/27/2020	88	Yes	Completed	10/31/2019
1/23/2019	FB	Compliance	Unplugged: Phishing	10/29/2020	80	Yes	Completed	10/31/2019
1/23/2019	FB	Compliance	FSC - Unfair, Deceptive, or Abusive Acts or	10/28/2020	77	Yes	Completed	10/31/2019
8/5/2019	FB	Compliance	Handling Consumer Complaints	8/13/2019	87	Yes	Completed	11/3/2019
8/5/2019	FB	Compliance	BV - Information Security Awareness	8/22/2019	100	Yes	Completed	11/3/2019
2/2/2019	FB	Compliance	Handling Consumer Complaints	8/13/2019	87	Yes	Completed	10/31/2019
2/2/2019	FB	Compliance	Fair Credit Reporting Act (FCRA) Refresher	8/9/2019	100	Yes	Completed	10/31/2019
2/2/2019	FB	Compliance	Zdnu Unfair, Deceptive or Abusive Acts or Practices for the Financial Institution	9/9/2019	85	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/2/2019	FB	Compliance	Zdnu Right to Financial Privacy Act (RFPA) Refresher	8/9/2019	67	Yes	Completed	10/31/2019
2/2/2019	FB	Compliance	Zdnu Unplugged: Know Your Customer	9/9/2019	88	Yes	Completed	10/31/2019
2/2/2019	FB	Compliance	Zdnu Unplugged: Fair Lending Overview	8/13/2019	100	Yes	Completed	12/1/2019
2/2/2019	FB	Compliance	BV: Servicemembers Civil Relief Act (SCRA)	9/10/2019	94	Yes	Completed	10/31/2019
1/23/2019	GC	Data Science	Fair Lending Overview	10/29/2020	87	Yes	Completed	10/31/2019
1/23/2019	GC	Data Science	Bank Secrecy Act	10/28/2020	82	Yes	Completed	10/31/2019
1/23/2019	GC	Data Science	Anti-money Laundering (AML)	5/29/2020	96	Yes	Completed	10/31/2019
1/23/2019	GC	Data Science	Unplugged: Phishing	10/26/2020	90	Yes	Completed	10/31/2019
1/23/2019	GC	Data Science	FSC - Unfair, Deceptive, or Abusive Acts or	10/29/2020	88	Yes	Completed	10/31/2019
2/2/2019	GC	Data Science	Zdnu Unplugged: Fair Lending Overview	10/8/2019	80	Yes	Completed	12/1/2019
2/1/2019	GD	Collections	Fair Credit Reporting Act (FCRA) Refresher	6/5/2019	85	Yes	Completed	10/31/2019
1/23/2019	GD	Collections	Fair Lending Overview	9/23/2020	64	Yes	Completed	10/31/2019
1/23/2019	GD	Collections	Bank Secrecy Act	9/22/2020	64	Yes	Completed	10/31/2019
1/23/2019	GD	Collections	Anti-money Laundering (AML)	9/22/2020	71	Yes	Completed	10/31/2019
1/23/2019	GD	Collections	Zdnu Unplugged: Privacy	6/5/2019	62	Yes	Completed	10/31/2019
1/23/2019	GD	Collections	Unplugged: Phishing	9/24/2020	60	Yes	Completed	10/31/2019
1/23/2019	GD	Collections	Zdnu Unplugged: Fair Lending Overview	6/12/2019	100	Yes	Completed	10/31/2019
1/23/2019	GD	Collections	FSC - Unfair, Deceptive, or Abusive Acts or	9/24/2020	65	Yes	Completed	10/31/2019
1/23/2019	GD	Collections	Zdnu FSC - Security of Customer Information Guidelines	8/6/2019	74	Yes	Completed	10/31/2019
1/23/2019	GD	Collections	BV - Information Security Awareness	8/6/2019	100	Yes	Completed	10/31/2019

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2/2/2019	GD	Collections	Fair Debt Collection Practices Act (FDCPA)	10/9/2020	68	Yes	Completed	10/31/2019
2/2/2019	GD	Collections	Fair Credit Reporting Act (FCRA) Refresher	6/5/2019	85	Yes	Completed	10/31/2019
2/2/2019	GD	Collections	Zdnu Unplugged: Know Your Customer	10/3/2019	81	Yes	Completed	10/31/2019
2/2/2019	GD	Collections	Zdnu Unplugged: Fair Lending Overview	6/12/2019	100	Yes	Completed	12/1/2019
1/23/2019	GH	Risk Strategies	Fair Lending Overview	11/1/2020	75	Yes	Completed	10/31/2019
1/23/2019	GH	Risk Strategies	Bank Secrecy Act	11/1/2020	69	Yes	Completed	10/31/2019
1/23/2019	GH	Risk Strategies	Anti-money Laundering (AML)	11/1/2020	69	Yes	Completed	10/31/2019
1/23/2019	GH	Risk Strategies	Zdnu Unplugged: Privacy	7/18/2019	69	Yes	Completed	10/31/2019
1/23/2019	GH	Risk Strategies	Unplugged: Phishing	11/1/2020	80	Yes	Completed	10/31/2019
1/23/2019	GH	Risk Strategies	Zdnu Unplugged: Fair Lending Overview	7/18/2019	90	Yes	Completed	10/31/2019
1/23/2019	GH	Risk Strategies	FSC - Unfair, Deceptive, or Abusive Acts or	11/1/2020	69	Yes	Completed	10/31/2019
1/23/2019	GH	Risk Strategies	Zdnu FSC - Security of Customer Information Guidelines	7/18/2019	86	Yes	Completed	10/31/2019
1/23/2019	GH	Risk Strategies	BV - Information Security Awareness	7/18/2019	100	Yes	Completed	10/31/2019
2/2/2019	GH	Risk Strategies	Zdnu Unplugged: Fair Lending Overview	7/18/2019	90	Yes	Completed	12/1/2019
2/1/2019	GR	Risk Operations	Customer Identification Program (CIP)	10/23/2020	65	Yes	Completed	10/31/2019
2/1/2019	GR	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	10/31/2020	83	Yes	Completed	10/31/2019
2/1/2019	GR	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	10/23/2020	96	Yes	Completed	10/31/2019
2/1/2019	GR	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/31/2020	85	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/1/2019	GR	Risk Operations	Unplugged: Suspicious Activity Reports	10/23/2020	60	Yes	Completed	10/31/2019
2/1/2019	GR	Risk Operations	FSC - Identifying Identity Theft - Review of Red	10/31/2020	64	Yes	Completed	10/31/2019
2/1/2019	GR	Risk Operations	FSC - Frauds and Scams	10/23/2020	79	Yes	Completed	10/31/2019
1/23/2019	GR	Risk Operations	Fair Lending Overview	10/22/2020	64	Yes	Completed	10/31/2019
1/23/2019	GR	Risk Operations	Bank Secrecy Act	10/22/2020	62	Yes	Completed	10/31/2019
1/23/2019	GR	Risk Operations	Anti-money Laundering (AML)	10/22/2020	79	Yes	Completed	10/31/2019
1/23/2019	GR	Risk Operations	Zdnu Unplugged: Privacy	7/28/2019	93	Yes	Completed	10/31/2019
1/23/2019	GR	Risk Operations	Unplugged: Phishing	10/23/2020	90	Yes	Completed	10/31/2019
1/23/2019	GR	Risk Operations	Zdnu Unplugged: Fair Lending Overview	7/28/2019	100	Yes	Completed	10/31/2019
1/23/2019	GR	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/23/2020	96	Yes	Completed	10/31/2019
1/23/2019	GR	Risk Operations	Zdnu FSC - Security of Customer Information Guidelines	8/5/2019	84	Yes	Completed	10/31/2019
1/23/2019	GR	Risk Operations	BV - Information Security Awareness	7/28/2019	100	Yes	Completed	10/31/2019
2/2/2019	GR	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	9/22/2019	85	Yes	Completed	10/31/2019
2/2/2019	GR	Risk Operations	Zdnu Unplugged: Know Your Customer	10/18/2019	88	Yes	Completed	10/31/2019
2/2/2019	GR	Risk Operations	Zdnu Unplugged: Fair Lending Overview	7/28/2019	100	Yes	Completed	12/1/2019
1/23/2019	IL	Data Science	Fair Lending Overview	10/17/2020	95	Yes	Completed	10/31/2019
1/23/2019	IL	Data Science	Bank Secrecy Act	10/17/2020	98	Yes	Completed	10/31/2019
1/23/2019	IL	Data Science	Anti-money Laundering (AML)	10/16/2020	96	Yes	Completed	10/31/2019
1/23/2019	IL	Data Science	Unplugged: Phishing	10/17/2020	100	Yes	Completed	10/31/2019
1/23/2019	IL	Data Science	FSC - Unfair, Deceptive, or Abusive Acts or	10/17/2020	92	Yes	Completed	10/31/2019
1/23/2019	IS	Data Science	Fair Lending Overview	10/24/2020	100	Yes	Completed	10/31/2019
1/23/2019	IS	Data Science	Bank Secrecy Act	10/24/2020	98	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	IS	Data Science	Anti-money Laundering (AML)	10/24/2020	96	Yes	Completed	10/31/2019
1/23/2019	IS	Data Science	Zdnu Unplugged: Privacy	10/21/2019	100	Yes	Completed	10/31/2019
1/23/2019	IS	Data Science	Unplugged: Phishing	10/24/2020	90	Yes	Completed	10/31/2019
1/23/2019	IS	Data Science	Zdnu Unplugged: Fair Lending Overview	10/21/2019	100	Yes	Completed	10/31/2019
1/23/2019	IS	Data Science	FSC - Unfair, Deceptive, or Abusive Acts or	10/24/2020	96	Yes	Completed	10/31/2019
1/23/2019	IS	Data Science	Zdnu FSC - Security of Customer Information Guidelines	10/21/2019	93	Yes	Completed	10/31/2019
1/23/2019	IS	Data Science	BV - Information Security Awareness	10/21/2019	100	Yes	Completed	10/31/2019
2/2/2019	IS	Data Science	Zdnu Unplugged: Fair Lending Overview	10/21/2019	100	Yes	Completed	12/1/2019
2/1/2019	JB	Risk Operations	Customer Identification Program (CIP)	10/8/2020	80	Yes	Completed	10/31/2019
2/1/2019	JB	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	10/8/2020	67	Yes	Completed	10/31/2019
2/1/2019	JB	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	10/8/2020	96	Yes	Completed	10/31/2019
2/1/2019	JB	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/8/2020	69	Yes	Completed	10/31/2019
2/1/2019	JB	Risk Operations	Unplugged: Suspicious Activity Reports	10/8/2020	60	Yes	Completed	10/31/2019
2/1/2019	JB	Risk Operations	FSC - Identifying Identity Theft - Review of Red	10/8/2020	86	Yes	Completed	10/31/2019
2/1/2019	JB	Risk Operations	FSC - Frauds and Scams	10/8/2020	79	Yes	Completed	10/31/2019
1/23/2019	JB	Risk Operations	Fair Lending Overview	10/7/2020	76	Yes	Completed	10/31/2019
1/23/2019	JB	Risk Operations	Bank Secrecy Act	10/6/2020	78	Yes	Completed	10/31/2019
1/23/2019	JB	Risk Operations	Anti-money Laundering (AML)	7/1/2020	79	Yes	Completed	10/31/2019
1/23/2019	JB	Risk Operations	Unplugged: Phishing	10/8/2020	80	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	JB	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/8/2020	69	Yes	Completed	10/31/2019
6/3/2019	JB	Risk Operations	BV - Information Security Awareness	6/14/2019	100	Yes	Completed	9/1/2019
2/2/2019	JB	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	6/14/2019	69	Yes	Completed	10/31/2019
2/2/2019	JB	Risk Operations	Zdnu Unplugged: Know Your Customer	6/14/2019	63	Yes	Completed	10/31/2019
2/2/2019	JB	Risk Operations	Zdnu Unplugged: Fair Lending Overview	6/13/2019	90	Yes	Completed	12/1/2019
1/23/2019	JG	Back Office Operations	Fair Lending Overview	10/31/2020	75	Yes	Completed	10/31/2019
1/23/2019	JG	Back Office Operations	Bank Secrecy Act	10/31/2020	91	Yes	Completed	10/31/2019
1/23/2019	JG	Back Office Operations	Anti-money Laundering (AML)	10/31/2020	88	Yes	Completed	10/31/2019
1/23/2019	JG	Back Office Operations	Zdnu Unplugged: Privacy	10/30/2019	83	Yes	Completed	10/31/2019
1/23/2019	JG	Back Office Operations	Unplugged: Phishing	10/31/2020	70	Yes	Completed	10/31/2019
1/23/2019	JG	Back Office Operations	Zdnu Unplugged: Fair Lending Overview	10/30/2019	80	Yes	Completed	10/31/2019
1/23/2019	JG	Back Office Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/31/2020	92	Yes	Completed	10/31/2019
1/23/2019	JG	Back Office Operations	Zdnu FSC - Security of Customer Information Guidelines	10/30/2019	86	Yes	Completed	10/31/2019
1/23/2019	JG	Back Office Operations	BV - Information Security Awareness	10/30/2019	100	Yes	Completed	10/31/2019
2/2/2019	JG	Back Office Operations	Zdnu Unplugged: Fair Lending Overview	10/30/2019	80	Yes	Completed	12/1/2019
1/23/2019	JT	Data Science	Fair Lending Overview	10/30/2020	95	Yes	Completed	10/31/2019
1/23/2019	JT	Data Science	Bank Secrecy Act	10/30/2020	91	Yes	Completed	10/31/2019
1/23/2019	JT	Data Science	Anti-money Laundering (AML)	10/29/2020	88	Yes	Completed	10/31/2019
1/23/2019	JT	Data Science	Unplugged: Phishing	10/30/2020	100	Yes	Completed	10/31/2019
1/23/2019	JT	Data Science	FSC - Unfair, Deceptive, or Abusive Acts or	10/30/2020	92	Yes	Completed	10/31/2019
2/2/2019	JT	Data Science	Zdnu Unplugged: Fair Lending Overview	10/28/2019	90	Yes	Completed	12/1/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/1/2019	KB	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/2/2019	77	Yes	Completed	10/31/2019
2/2/2019	KB	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/2/2019	77	Yes	Completed	10/31/2019
2/2/2019	KB	Risk Operations	Zdnu Unplugged: Know Your Customer	10/3/2019	88	Yes	Completed	10/31/2019
2/2/2019	KB	Risk Operations	Zdnu Unplugged: Fair Lending Overview	9/25/2019	60	Yes	Completed	12/1/2019
2/1/2019	KK	Risk Operations	Customer Identification Program (CIP)	10/28/2020	78	Yes	Completed	10/31/2019
2/1/2019	KK	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	10/28/2020	83	Yes	Completed	10/31/2019
2/1/2019	KK	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	10/26/2020	91	Yes	Completed	10/31/2019
2/1/2019	KK	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/28/2020	85	Yes	Completed	10/31/2019
2/1/2019	KK	Risk Operations	Unplugged: Suspicious Activity Reports	10/26/2020	70	Yes	Completed	10/31/2019
2/1/2019	KK	Risk Operations	FSC - Identifying Identity Theft - Review of Red	10/28/2020	89	Yes	Completed	10/31/2019
2/1/2019	KK	Risk Operations	FSC - Frauds and Scams	10/26/2020	79	Yes	Completed	10/31/2019
1/23/2019	KK	Risk Operations	Fair Lending Overview	10/25/2020	75	Yes	Completed	10/31/2019
1/23/2019	KK	Risk Operations	Bank Secrecy Act	10/25/2020	78	Yes	Completed	10/31/2019
1/23/2019	KK	Risk Operations	Anti-money Laundering (AML)	10/25/2020	71	Yes	Completed	10/31/2019
1/23/2019	KK	Risk Operations	Zdnu Unplugged: Privacy	10/22/2019	72	Yes	Completed	10/31/2019
1/23/2019	KK	Risk Operations	Unplugged: Phishing	10/26/2020	90	Yes	Completed	10/31/2019
1/23/2019	KK	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/22/2019	90	Yes	Completed	10/31/2019
1/23/2019	KK	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/25/2020	77	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	KK	Risk Operations	Zdnu FSC - Security of Customer Information Guidelines	10/22/2019	77	Yes	Completed	10/31/2019
1/23/2019	KK	Risk Operations	BV - Information Security Awareness	10/22/2019	100	Yes	Completed	10/31/2019
2/2/2019	KK	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/22/2019	85	Yes	Completed	10/31/2019
2/2/2019	KK	Risk Operations	Zdnu Unplugged: Know Your Customer	10/22/2019	88	Yes	Completed	10/31/2019
2/2/2019	KK	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/22/2019	90	Yes	Completed	12/1/2019
2/1/2019	KL	Back Office Operations	Fair Credit Reporting Act (FCRA) Refresher	10/30/2019	100	Yes	Completed	10/31/2019
1/23/2019	KL	Back Office Operations	Fair Lending Overview	11/2/2020	98	Yes	Completed	10/31/2019
1/23/2019	KL	Back Office Operations	Bank Secrecy Act	10/31/2020	96	Yes	Completed	10/31/2019
1/23/2019	KL	Back Office Operations	Anti-money Laundering (AML)	10/31/2020	98	Yes	Completed	10/31/2019
1/23/2019	KL	Back Office Operations	Zdnu Unplugged: Privacy	10/30/2019	76	Yes	Completed	10/31/2019
1/23/2019	KL	Back Office Operations	Unplugged: Phishing	11/3/2020	100	Yes	Completed	10/31/2019
1/23/2019	KL	Back Office Operations	Zdnu Unplugged: Fair Lending Overview	10/30/2019	80	Yes	Completed	10/31/2019
1/23/2019	KL	Back Office Operations	FSC - Unfair, Deceptive, or Abusive Acts or	11/3/2020	96	Yes	Completed	10/31/2019
1/23/2019	KL	Back Office Operations	Zdnu FSC - Security of Customer Information Guidelines	10/30/2019	84	Yes	Completed	10/31/2019
1/23/2019	KL	Back Office Operations	BV - Information Security Awareness	10/30/2019	100	Yes	Completed	10/31/2019
2/2/2019	KL	Back Office Operations	Fair Credit Reporting Act (FCRA) Refresher	10/30/2019	100	Yes	Completed	10/31/2019
2/2/2019	KL	Back Office Operations	Zdnu Unplugged: Know Your Customer	10/30/2019	100	Yes	Completed	10/31/2019
2/2/2019	KL	Back Office Operations	Zdnu Unplugged: Fair Lending Overview	10/30/2019	80	Yes	Completed	12/1/2019
2/1/2019	KL	Risk Operations	Customer Identification Program (CIP)	10/26/2020	95	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/1/2019	KL	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	10/28/2020	100	Yes	Completed	10/31/2019
2/1/2019	KL	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	10/26/2020	100	Yes	Completed	10/31/2019
2/1/2019	KL	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/27/2020	92	Yes	Completed	10/31/2019
2/1/2019	KL	Risk Operations	Unplugged: Suspicious Activity Reports	10/26/2020	100	Yes	Completed	10/31/2019
2/1/2019	KL	Risk Operations	FSC - Identifying Identity Theft - Review of Red	10/27/2020	97	Yes	Completed	10/31/2019
2/1/2019	KL	Risk Operations	FSC - Frauds and Scams	10/26/2020	97	Yes	Completed	10/31/2019
1/23/2019	KL	Risk Operations	Fair Lending Overview	10/26/2020	100	Yes	Completed	10/31/2019
1/23/2019	KL	Risk Operations	Bank Secrecy Act	10/26/2020	76	Yes	Completed	10/31/2019
1/23/2019	KL	Risk Operations	Anti-money Laundering (AML)	10/26/2020	81	Yes	Completed	10/31/2019
1/23/2019	KL	Risk Operations	Zdnu Unplugged: Privacy	10/7/2019	72	Yes	Completed	10/31/2019
1/23/2019	KL	Risk Operations	Unplugged: Phishing	10/26/2020	90	Yes	Completed	10/31/2019
1/23/2019	KL	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/7/2019	80	Yes	Completed	10/31/2019
1/23/2019	KL	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/26/2020	100	Yes	Completed	10/31/2019
1/23/2019	KL	Risk Operations	Zdnu FSC - Security of Customer Information Guidelines	10/7/2019	70	Yes	Completed	10/31/2019
1/23/2019	KL	Risk Operations	BV - Information Security Awareness	10/7/2019	100	Yes	Completed	10/31/2019
2/2/2019	KL	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/7/2019	69	Yes	Completed	10/31/2019
2/2/2019	KL	Risk Operations	Zdnu Unplugged: Know Your Customer	10/7/2019	63	Yes	Completed	10/31/2019
2/2/2019	KL	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/7/2019	80	Yes	Completed	12/1/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/1/2019	KN	Risk Operations	Customer Identification Program (CIP)	10/6/2020	68	Yes	Completed	10/31/2019
2/1/2019	KN	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	10/6/2020	94	Yes	Completed	10/31/2019
2/1/2019	KN	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	10/6/2020	87	Yes	Completed	10/31/2019
2/1/2019	KN	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/6/2020	85	Yes	Completed	10/31/2019
2/1/2019	KN	Risk Operations	Unplugged: Suspicious Activity Reports	10/6/2020	100	Yes	Completed	10/31/2019
2/1/2019	KN	Risk Operations	FSC - Identifying Identity Theft - Review of Red	10/6/2020	72	Yes	Completed	10/31/2019
2/1/2019	KN	Risk Operations	FSC - Frauds and Scams	10/6/2020	72	Yes	Completed	10/31/2019
1/23/2019	KN	Risk Operations	Fair Lending Overview	10/7/2020	62	Yes	Completed	10/31/2019
1/23/2019	KN	Risk Operations	Bank Secrecy Act	10/7/2020	71	Yes	Completed	10/31/2019
1/23/2019	KN	Risk Operations	Anti-money Laundering (AML)	10/7/2020	60	Yes	Completed	10/31/2019
1/23/2019	KN	Risk Operations	Zdnu Unplugged: Privacy	10/7/2019	66	Yes	Completed	10/31/2019
1/23/2019	KN	Risk Operations	Unplugged: Phishing	10/7/2020	100	Yes	Completed	10/31/2019
1/23/2019	KN	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/7/2019	80	Yes	Completed	10/31/2019
1/23/2019	KN	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/7/2020	62	Yes	Completed	10/31/2019
1/23/2019	KN	Risk Operations	Zdnu FSC - Security of Customer Information Guidelines	10/7/2019	65	Yes	Completed	10/31/2019
1/23/2019	KN	Risk Operations	BV - Information Security Awareness	10/7/2019	100	Yes	Completed	10/31/2019
2/2/2019	KN	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/7/2019	85	Yes	Completed	10/31/2019
2/2/2019	KN	Risk Operations	Zdnu Unplugged: Know Your Customer	10/7/2019	69	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/2/2019	KN	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/7/2019	80	Yes	Completed	12/1/2019
1/23/2019	KO	Back Office Operations	Fair Lending Overview	10/31/2020	84	Yes	Completed	10/31/2019
1/23/2019	KO	Back Office Operations	Bank Secrecy Act	10/31/2020	84	Yes	Completed	10/31/2019
1/23/2019	KO	Back Office Operations	Anti-money Laundering (AML)	10/31/2020	83	Yes	Completed	10/31/2019
1/23/2019	KO	Back Office Operations	Unplugged: Phishing	10/31/2020	100	Yes	Completed	10/31/2019
1/23/2019	KO	Back Office Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/31/2020	96	Yes	Completed	10/31/2019
2/2/2019	KO	Back Office Operations	Zdnu Unplugged: Fair Lending Overview	9/9/2019	80	Yes	Completed	12/1/2019
2/1/2019	KV	Risk Operations	Customer Identification Program (CIP)	10/27/2020	78	Yes	Completed	10/31/2019
2/1/2019	KV	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	10/27/2020	61	Yes	Completed	10/31/2019
2/1/2019	KV	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	10/27/2020	96	Yes	Completed	10/31/2019
2/1/2019	KV	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/27/2020	85	Yes	Completed	10/31/2019
2/1/2019	KV	Risk Operations	Unplugged: Suspicious Activity Reports	10/27/2020	70	Yes	Completed	10/31/2019
2/1/2019	KV	Risk Operations	FSC - Identifying Identity Theft - Review of Red	10/27/2020	92	Yes	Completed	10/31/2019
2/1/2019	KV	Risk Operations	FSC - Frauds and Scams	10/27/2020	79	Yes	Completed	10/31/2019
1/23/2019	KV	Risk Operations	Fair Lending Overview	10/27/2020	73	Yes	Completed	10/31/2019
1/23/2019	KV	Risk Operations	Bank Secrecy Act	10/27/2020	82	Yes	Completed	10/31/2019
1/23/2019	KV	Risk Operations	Anti-money Laundering (AML)	10/27/2020	73	Yes	Completed	10/31/2019
1/23/2019	KV	Risk Operations	Zdnu Unplugged: Privacy	10/16/2019	79	Yes	Completed	10/31/2019
1/23/2019	KV	Risk Operations	Unplugged: Phishing	10/27/2020	80	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	KV	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/16/2019	60	Yes	Completed	10/31/2019
1/23/2019	KV	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/27/2020	69	Yes	Completed	10/31/2019
1/23/2019	KV	Risk Operations	Zdnu FSC - Security of Customer Information Guidelines	10/16/2019	81	Yes	Completed	10/31/2019
1/23/2019	KV	Risk Operations	BV - Information Security Awareness	10/16/2019	100	Yes	Completed	10/31/2019
2/2/2019	KV	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/16/2019	69	Yes	Completed	10/31/2019
2/2/2019	KV	Risk Operations	Zdnu Unplugged: Know Your Customer	10/25/2019	75	Yes	Completed	10/31/2019
2/2/2019	KV	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/16/2019	60	Yes	Completed	12/1/2019
1/23/2019	LD	Data Science	Fair Lending Overview	10/15/2020	100	Yes	Completed	10/31/2019
1/23/2019	LD	Data Science	Bank Secrecy Act	10/15/2020	96	Yes	Completed	10/31/2019
1/23/2019	LD	Data Science	Anti-money Laundering (AML)	10/15/2020	94	Yes	Completed	10/31/2019
1/23/2019	LD	Data Science	Zdnu Unplugged: Privacy	9/26/2019	97	Yes	Completed	10/31/2019
1/23/2019	LD	Data Science	Unplugged: Phishing	10/15/2020	80	Yes	Completed	10/31/2019
1/23/2019	LD	Data Science	Zdnu Unplugged: Fair Lending Overview	9/26/2019	100	Yes	Completed	10/31/2019
1/23/2019	LD	Data Science	FSC - Unfair, Deceptive, or Abusive Acts or	10/15/2020	100	Yes	Completed	10/31/2019
1/23/2019	LD	Data Science	Zdnu FSC - Security of Customer Information Guidelines	9/26/2019	98	Yes	Completed	10/31/2019
1/23/2019	LD	Data Science	BV - Information Security Awareness	9/26/2019	100	Yes	Completed	10/31/2019
2/2/2019	LD	Data Science	Zdnu Unplugged: Fair Lending Overview	9/26/2019	100	Yes	Completed	12/1/2019
2/1/2019	LM	Enterprise Underwriting	Customer Identification Program (CIP)	11/2/2020	83	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/1/2019	LM	Enterprise Underwriting	Understanding the FFIEC Final Guidance on Social Media	11/1/2020	94	Yes	Completed	10/31/2019
2/1/2019	LM	Enterprise Underwriting	Unplugged: Office of Foreign Assets Control (OFAC)	11/2/2020	96	Yes	Completed	10/31/2019
2/1/2019	LM	Enterprise Underwriting	Fair Credit Reporting Act (FCRA) Refresher	11/2/2020	100	Yes	Completed	10/31/2019
2/1/2019	LM	Enterprise Underwriting	Unplugged: Suspicious Activity Reports	11/1/2020	90	Yes	Completed	10/31/2019
2/1/2019	LM	Enterprise Underwriting	FSC - Identifying Identity Theft - Review of Red	11/2/2020	94	Yes	Completed	10/31/2019
2/1/2019	LM	Enterprise Underwriting	FSC - Frauds and Scams	11/2/2020	86	Yes	Completed	10/31/2019
1/23/2019	LM	Enterprise Underwriting	Fair Lending Overview	11/1/2020	85	Yes	Completed	10/31/2019
1/23/2019	LM	Enterprise Underwriting	Bank Secrecy Act	11/1/2020	91	Yes	Completed	10/31/2019
1/23/2019	LM	Enterprise Underwriting	Anti-money Laundering (AML)	11/1/2020	90	Yes	Completed	10/31/2019
1/23/2019	LM	Enterprise Underwriting	Zdnu Unplugged: Privacy	10/27/2019	97	Yes	Completed	10/31/2019
1/23/2019	LM	Enterprise Underwriting	Unplugged: Phishing	11/1/2020	90	Yes	Completed	10/31/2019
1/23/2019	LM	Enterprise Underwriting	Zdnu Unplugged: Fair Lending Overview	10/27/2019	100	Yes	Completed	10/31/2019
1/23/2019	LM	Enterprise Underwriting	FSC - Unfair, Deceptive, or Abusive Acts or	11/1/2020	88	Yes	Completed	10/31/2019
1/23/2019	LM	Enterprise Underwriting	Zdnu FSC - Security of Customer Information Guidelines	10/27/2019	93	Yes	Completed	10/31/2019
1/23/2019	LM	Enterprise Underwriting	BV - Information Security Awareness	10/27/2019	100	Yes	Completed	10/31/2019
2/2/2019	LM	Enterprise Underwriting	Fair Credit Reporting Act (FCRA) Refresher	10/27/2019	100	Yes	Completed	10/31/2019
2/2/2019	LM	Enterprise Underwriting	Zdnu Unplugged: Know Your Customer	10/27/2019	94	Yes	Completed	10/31/2019
2/2/2019	LM	Enterprise Underwriting	Zdnu Unplugged: Fair Lending Overview	10/27/2019	100	Yes	Completed	12/1/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/1/2019	LM	Risk Operations	Customer Identification Program (CIP)	10/6/2020	80	Yes	Completed	10/31/2019
2/1/2019	LM	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	8/27/2020	67	Yes	Completed	10/31/2019
2/1/2019	LM	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	10/6/2020	65	Yes	Completed	10/31/2019
2/1/2019	LM	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	8/27/2020	77	Yes	Completed	10/31/2019
2/1/2019	LM	Risk Operations	Unplugged: Suspicious Activity Reports	10/6/2020	60	Yes	Completed	10/31/2019
2/1/2019	LM	Risk Operations	FSC - Identifying Identity Theft - Review of Red	8/27/2020	69	Yes	Completed	10/31/2019
2/1/2019	LM	Risk Operations	FSC - Frauds and Scams	10/6/2020	76	Yes	Completed	10/31/2019
1/23/2019	LM	Risk Operations	Fair Lending Overview	10/7/2020	69	Yes	Completed	10/31/2019
1/23/2019	LM	Risk Operations	Bank Secrecy Act	10/7/2020	62	Yes	Completed	10/31/2019
1/23/2019	LM	Risk Operations	Anti-money Laundering (AML)	10/7/2020	75	Yes	Completed	10/31/2019
1/23/2019	LM	Risk Operations	Unplugged: Phishing	10/6/2020	80	Yes	Completed	10/31/2019
1/23/2019	LM	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/6/2020	81	Yes	Completed	10/31/2019
2/2/2019	LM	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/24/2019	69	Yes	Completed	10/31/2019
2/2/2019	LM	Risk Operations	Zdnu Unplugged: Know Your Customer	10/23/2019	69	Yes	Completed	10/31/2019
2/2/2019	LM	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/24/2019	80	Yes	Completed	12/1/2019
2/1/2019	LO	Enterprise Underwriting	Customer Identification Program (CIP)	10/6/2020	80	Yes	Completed	10/31/2019
2/1/2019	LO	Enterprise Underwriting	Understanding the FFIEC Final Guidance on Social Media	10/6/2020	72	Yes	Completed	10/31/2019
2/1/2019	LO	Enterprise Underwriting	Unplugged: Office of Foreign Assets Control (OFAC)	10/6/2020	96	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/1/2019	LO	Enterprise Underwriting	Fair Credit Reporting Act (FCRA) Refresher	10/6/2020	69	Yes	Completed	10/31/2019
2/1/2019	LO	Enterprise Underwriting	Unplugged: Suspicious Activity Reports	10/6/2020	70	Yes	Completed	10/31/2019
2/1/2019	LO	Enterprise Underwriting	FSC - Identifying Identity Theft - Review of Red	10/6/2020	86	Yes	Completed	10/31/2019
2/1/2019	LO	Enterprise Underwriting	FSC - Frauds and Scams	10/6/2020	79	Yes	Completed	10/31/2019
1/23/2019	LO	Enterprise Underwriting	Fair Lending Overview	10/7/2020	73	Yes	Completed	10/31/2019
1/23/2019	LO	Enterprise Underwriting	Bank Secrecy Act	10/7/2020	87	Yes	Completed	10/31/2019
1/23/2019	LO	Enterprise Underwriting	Anti-money Laundering (AML)	10/6/2020	83	Yes	Completed	10/31/2019
1/23/2019	LO	Enterprise Underwriting	Unplugged: Phishing	10/6/2020	70	Yes	Completed	10/31/2019
1/23/2019	LO	Enterprise Underwriting	FSC - Unfair, Deceptive, or Abusive Acts or	10/7/2020	85	Yes	Completed	10/31/2019
3/18/2019	LO	Enterprise Underwriting	BV - Information Security Awareness	6/13/2019	100	Yes	Completed	6/16/2019
2/2/2019	LO	Enterprise Underwriting	Fair Credit Reporting Act (FCRA) Refresher	6/13/2019	69	Yes	Completed	10/31/2019
2/2/2019	LO	Enterprise Underwriting	Zdnu Unplugged: Know Your Customer	6/13/2019	88	Yes	Completed	10/31/2019
2/2/2019	LO	Enterprise Underwriting	Zdnu Unplugged: Fair Lending Overview	6/13/2019	70	Yes	Completed	12/1/2019
1/23/2019	LS	Data Science	Fair Lending Overview	10/25/2020	93	Yes	Completed	10/31/2019
1/23/2019	LS	Data Science	Bank Secrecy Act	10/25/2020	93	Yes	Completed	10/31/2019
1/23/2019	LS	Data Science	Anti-money Laundering (AML)	10/8/2020	90	Yes	Completed	10/31/2019
1/23/2019	LS	Data Science	Zdnu Unplugged: Privacy	9/26/2019	97	Yes	Completed	10/31/2019
1/23/2019	LS	Data Science	Unplugged: Phishing	10/25/2020	90	Yes	Completed	10/31/2019
1/23/2019	LS	Data Science	Zdnu Unplugged: Fair Lending Overview	9/26/2019	100	Yes	Completed	10/31/2019
1/23/2019	LS	Data Science	FSC - Unfair, Deceptive, or Abusive Acts or	10/25/2020	88	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	LS	Data Science	Zdnu FSC - Security of Customer Information Guidelines	9/26/2019	98	Yes	Completed	10/31/2019
1/23/2019	LS	Data Science	BV - Information Security Awareness	9/26/2019	100	Yes	Completed	10/31/2019
2/2/2019	LS	Data Science	Zdnu Unplugged: Fair Lending Overview	9/26/2019	100	Yes	Completed	12/1/2019
2/1/2019	LZ	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	9/24/2019	77	Yes	Completed	10/31/2019
2/2/2019	LZ	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	9/24/2019	77	Yes	Completed	10/31/2019
2/2/2019	LZ	Risk Operations	Zdnu Unplugged: Know Your Customer	9/24/2019	69	Yes	Completed	10/31/2019
2/2/2019	LZ	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/1/2019	70	Yes	Completed	12/1/2019
2/1/2019	ML	Risk Analytics	Customer Identification Program (CIP)	10/25/2020	95	Yes	Completed	10/31/2019
2/1/2019	ML	Risk Analytics	Understanding the FFIEC Final Guidance on Social Media	10/25/2020	100	Yes	Completed	10/31/2019
2/1/2019	ML	Risk Analytics	Unplugged: Office of Foreign Assets Control (OFAC)	10/25/2020	96	Yes	Completed	10/31/2019
2/1/2019	ML	Risk Analytics	Fair Credit Reporting Act (FCRA) Refresher	10/25/2020	100	Yes	Completed	10/31/2019
2/1/2019	ML	Risk Analytics	Unplugged: Suspicious Activity Reports	10/25/2020	100	Yes	Completed	10/31/2019
2/1/2019	ML	Risk Analytics	FSC - Identifying Identity Theft - Review of Red	10/22/2020	100	Yes	Completed	10/31/2019
2/1/2019	ML	Risk Analytics	FSC - Frauds and Scams	10/25/2020	100	Yes	Completed	10/31/2019
1/23/2019	ML	Risk Analytics	Fair Lending Overview	10/22/2020	98	Yes	Completed	10/31/2019
1/23/2019	ML	Risk Analytics	Bank Secrecy Act	10/22/2020	100	Yes	Completed	10/31/2019
1/23/2019	ML	Risk Analytics	Anti-money Laundering (AML)	10/25/2020	90	Yes	Completed	10/31/2019
1/23/2019	ML	Risk Analytics	Unplugged: Phishing	10/25/2020	100	Yes	Completed	10/31/2019
1/23/2019	ML	Risk Analytics	FSC - Unfair, Deceptive, or Abusive Acts or	10/25/2020	96	Yes	Completed	10/31/2019
2/2/2019	ML	Risk Analytics	Zdnu Unplugged: Know Your Customer	10/2/2019	88	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/2/2019	ML	Risk Analytics	Zdnu Unplugged: Fair Lending Overview	9/25/2019	100	Yes	Completed	12/1/2019
2/1/2019	MM	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	5/2/2019	92	Yes	Completed	10/31/2019
2/2/2019	MM	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	5/2/2019	92	Yes	Completed	10/31/2019
2/2/2019	MM	Risk Operations	Zdnu Unplugged: Know Your Customer	10/16/2019	69	Yes	Completed	10/31/2019
2/2/2019	MM	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/16/2019	70	Yes	Completed	12/1/2019
2/1/2019	MM	Enterprise Underwriting	Customer Identification Program (CIP)	10/30/2020	90	Yes	Completed	10/31/2019
2/1/2019	MM	Enterprise Underwriting	Understanding the FFIEC Final Guidance on Social Media	10/30/2020	100	Yes	Completed	10/31/2019
2/1/2019	MM	Enterprise Underwriting	Unplugged: Office of Foreign Assets Control (OFAC)	10/29/2020	100	Yes	Completed	10/31/2019
2/1/2019	MM	Enterprise Underwriting	Fair Credit Reporting Act (FCRA) Refresher	10/30/2020	92	Yes	Completed	10/31/2019
2/1/2019	MM	Enterprise Underwriting	Unplugged: Suspicious Activity Reports	10/27/2020	80	Yes	Completed	10/31/2019
2/1/2019	MM	Enterprise Underwriting	FSC - Identifying Identity Theft - Review of Red	10/30/2020	100	Yes	Completed	10/31/2019
2/1/2019	MM	Enterprise Underwriting	FSC - Frauds and Scams	10/29/2020	90	Yes	Completed	10/31/2019
1/23/2019	MM	Enterprise Underwriting	Fair Lending Overview	10/28/2020	82	Yes	Completed	10/31/2019
1/23/2019	MM	Enterprise Underwriting	Bank Secrecy Act	10/28/2020	91	Yes	Completed	10/31/2019
1/23/2019	MM	Enterprise Underwriting	Anti-money Laundering (AML)	10/27/2020	94	Yes	Completed	10/31/2019
1/23/2019	MM	Enterprise Underwriting	Zdnu Unplugged: Privacy	10/24/2019	93	Yes	Completed	10/31/2019
1/23/2019	MM	Enterprise Underwriting	Unplugged: Phishing	10/27/2020	90	Yes	Completed	10/31/2019
1/23/2019	MM	Enterprise Underwriting	Zdnu Unplugged: Fair Lending Overview	10/24/2019	70	Yes	Completed	10/31/2019
1/23/2019	MM	Enterprise Underwriting	FSC - Unfair, Deceptive, or Abusive Acts or	10/29/2020	88	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	MM	Enterprise Underwriting	Zdnu FSC - Security of Customer Information Guidelines	10/24/2019	93	Yes	Completed	10/31/2019
1/23/2019	MM	Enterprise Underwriting	BV - Information Security Awareness	10/25/2019	100	Yes	Completed	10/31/2019
2/2/2019	MM	Enterprise Underwriting	Fair Credit Reporting Act (FCRA) Refresher	10/16/2019	92	Yes	Completed	10/31/2019
2/2/2019	MM	Enterprise Underwriting	Zdnu Unplugged: Know Your Customer	10/30/2019	94	Yes	Completed	10/31/2019
2/2/2019	MM	Enterprise Underwriting	Zdnu Unplugged: Fair Lending Overview	10/24/2019	70	Yes	Completed	12/1/2019
2/1/2019	NA	Risk Analytics	Customer Identification Program (CIP)	10/25/2020	88	Yes	Completed	10/31/2019
2/1/2019	NA	Risk Analytics	Understanding the FFIEC Final Guidance on Social Media	10/22/2020	94	Yes	Completed	10/31/2019
2/1/2019	NA	Risk Analytics	Unplugged: Office of Foreign Assets Control (OFAC)	10/25/2020	65	Yes	Completed	10/31/2019
2/1/2019	NA	Risk Analytics	Fair Credit Reporting Act (FCRA) Refresher	10/22/2020	69	Yes	Completed	10/31/2019
2/1/2019	NA	Risk Analytics	Unplugged: Suspicious Activity Reports	10/25/2020	100	Yes	Completed	10/31/2019
2/1/2019	NA	Risk Analytics	FSC - Identifying Identity Theft - Review of Red	10/25/2020	89	Yes	Completed	10/31/2019
2/1/2019	NA	Risk Analytics	FSC - Frauds and Scams	10/25/2020	93	Yes	Completed	10/31/2019
1/23/2019	NA	Risk Analytics	Fair Lending Overview	10/25/2020	100	Yes	Completed	10/31/2019
1/23/2019	NA	Risk Analytics	Bank Secrecy Act	10/22/2020	87	Yes	Completed	10/31/2019
1/23/2019	NA	Risk Analytics	Anti-money Laundering (AML)	10/22/2020	81	Yes	Completed	10/31/2019
1/23/2019	NA	Risk Analytics	Zdnu Unplugged: Privacy	8/7/2019	100	Yes	Completed	10/31/2019
1/23/2019	NA	Risk Analytics	Unplugged: Phishing	10/25/2020	100	Yes	Completed	10/31/2019
1/23/2019	NA	Risk Analytics	Zdnu Unplugged: Fair Lending Overview	8/7/2019	100	Yes	Completed	10/31/2019
1/23/2019	NA	Risk Analytics	FSC - Unfair, Deceptive, or Abusive Acts or	10/22/2020	69	Yes	Completed	10/31/2019
1/23/2019	NA	Risk Analytics	Zdnu FSC - Security of Customer Information Guidelines	8/7/2019	100	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	NA	Risk Analytics	BV - Information Security Awareness	8/7/2019	100	Yes	Completed	10/31/2019
2/2/2019	NA	Risk Analytics	Zdnu Unplugged: Know Your Customer	8/7/2019	88	Yes	Completed	10/31/2019
2/2/2019	NA	Risk Analytics	Zdnu Unplugged: Fair Lending Overview	8/7/2019	100	Yes	Completed	12/1/2019
1/23/2019	NH	Data Science	Fair Lending Overview	10/12/2020	100	Yes	Completed	10/31/2019
1/23/2019	NH	Data Science	Bank Secrecy Act	10/12/2020	100	Yes	Completed	10/31/2019
1/23/2019	NH	Data Science	Anti-money Laundering (AML)	10/12/2020	100	Yes	Completed	10/31/2019
1/23/2019	NH	Data Science	Zdnu Unplugged: Privacy	10/24/2019	100	Yes	Completed	10/31/2019
1/23/2019	NH	Data Science	Unplugged: Phishing	10/12/2020	100	Yes	Completed	10/31/2019
1/23/2019	NH	Data Science	Zdnu Unplugged: Fair Lending Overview	10/24/2019	100	Yes	Completed	10/31/2019
1/23/2019	NH	Data Science	FSC - Unfair, Deceptive, or Abusive Acts or	10/15/2020	100	Yes	Completed	10/31/2019
1/23/2019	NH	Data Science	Zdnu FSC - Security of Customer Information Guidelines	10/24/2019	81	Yes	Completed	10/31/2019
1/23/2019	NH	Data Science	BV - Information Security Awareness	10/28/2019	100	Yes	Completed	10/31/2019
2/2/2019	NH	Data Science	Zdnu Unplugged: Fair Lending Overview	10/24/2019	100	Yes	Completed	12/1/2019
2/1/2019	NS	Risk Operations	Customer Identification Program (CIP)	10/22/2020	100	Yes	Completed	10/31/2019
2/1/2019	NS	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	10/22/2020	61	Yes	Completed	10/31/2019
2/1/2019	NS	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	10/26/2020	100	Yes	Completed	10/31/2019
2/1/2019	NS	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/25/2020	100	Yes	Completed	10/31/2019
2/1/2019	NS	Risk Operations	Unplugged: Suspicious Activity Reports	10/26/2020	80	Yes	Completed	10/31/2019
2/1/2019	NS	Risk Operations	FSC - Identifying Identity Theft - Review of Red	10/25/2020	94	Yes	Completed	10/31/2019
2/1/2019	NS	Risk Operations	FSC - Frauds and Scams	10/22/2020	100	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	NS	Risk Operations	Fair Lending Overview	10/22/2020	100	Yes	Completed	10/31/2019
1/23/2019	NS	Risk Operations	Bank Secrecy Act	10/22/2020	100	Yes	Completed	10/31/2019
1/23/2019	NS	Risk Operations	Anti-money Laundering (AML)	10/22/2020	100	Yes	Completed	10/31/2019
1/23/2019	NS	Risk Operations	Zdnu Unplugged: Privacy	8/7/2019	83	Yes	Completed	10/31/2019
1/23/2019	NS	Risk Operations	Unplugged: Phishing	10/22/2020	100	Yes	Completed	10/31/2019
1/23/2019	NS	Risk Operations	Zdnu Unplugged: Fair Lending Overview	8/7/2019	70	Yes	Completed	10/31/2019
1/23/2019	NS	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/22/2020	100	Yes	Completed	10/31/2019
1/23/2019	NS	Risk Operations	Zdnu FSC - Security of Customer Information Guidelines	8/7/2019	100	Yes	Completed	10/31/2019
1/23/2019	NS	Risk Operations	BV - Information Security Awareness	8/7/2019	100	Yes	Completed	10/31/2019
2/2/2019	NS	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	8/7/2019	100	Yes	Completed	10/31/2019
2/2/2019	NS	Risk Operations	Zdnu Unplugged: Know Your Customer	8/7/2019	100	Yes	Completed	10/31/2019
2/2/2019	NS	Risk Operations	Zdnu Unplugged: Fair Lending Overview	8/7/2019	70	Yes	Completed	12/1/2019
1/23/2019	OK	Risk Analytics	Zdnu Unplugged: Privacy	8/7/2019	100	Yes	Completed	10/31/2019
1/23/2019	OK	Risk Analytics	Zdnu Unplugged: Fair Lending Overview	8/7/2019	100	Yes	Completed	10/31/2019
1/23/2019	OK	Risk Analytics	Zdnu FSC - Security of Customer Information Guidelines	8/7/2019	86	Yes	Completed	10/31/2019
1/23/2019	OK	Risk Analytics	BV - Information Security Awareness	8/7/2019	100	Yes	Completed	10/31/2019
2/2/2019	OK	Risk Analytics	Zdnu Unplugged: Know Your Customer	8/7/2019	100	Yes	Completed	10/31/2019
2/2/2019	OK	Risk Analytics	Zdnu Unplugged: Fair Lending Overview	8/7/2019	100	Yes	Completed	12/1/2019
2/1/2019	OR	Risk Operations	Customer Identification Program (CIP)	10/22/2020	100	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/1/2019	OR	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	10/25/2020	100	Yes	Completed	10/31/2019
2/1/2019	OR	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	10/25/2020	100	Yes	Completed	10/31/2019
2/1/2019	OR	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/25/2020	100	Yes	Completed	10/31/2019
2/1/2019	OR	Risk Operations	Unplugged: Suspicious Activity Reports	10/25/2020	100	Yes	Completed	10/31/2019
2/1/2019	OR	Risk Operations	FSC - Identifying Identity Theft - Review of Red	10/25/2020	100	Yes	Completed	10/31/2019
2/1/2019	OR	Risk Operations	FSC - Frauds and Scams	10/25/2020	100	Yes	Completed	10/31/2019
1/23/2019	OR	Risk Operations	Fair Lending Overview	10/25/2020	98	Yes	Completed	10/31/2019
1/23/2019	OR	Risk Operations	Bank Secrecy Act	10/22/2020	98	Yes	Completed	10/31/2019
1/23/2019	OR	Risk Operations	Anti-money Laundering (AML)	10/25/2020	98	Yes	Completed	10/31/2019
1/23/2019	OR	Risk Operations	Zdnu Unplugged: Privacy	8/7/2019	100	Yes	Completed	10/31/2019
1/23/2019	OR	Risk Operations	Unplugged: Phishing	10/25/2020	100	Yes	Completed	10/31/2019
1/23/2019	OR	Risk Operations	Zdnu Unplugged: Fair Lending Overview	8/7/2019	90	Yes	Completed	10/31/2019
1/23/2019	OR	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/25/2020	96	Yes	Completed	10/31/2019
1/23/2019	OR	Risk Operations	Zdnu FSC - Security of Customer Information Guidelines	8/7/2019	100	Yes	Completed	10/31/2019
1/23/2019	OR	Risk Operations	BV - Information Security Awareness	8/7/2019	100	Yes	Completed	10/31/2019
2/2/2019	OR	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	8/7/2019	62	Yes	Completed	10/31/2019
2/2/2019	OR	Risk Operations	Zdnu Unplugged: Know Your Customer	8/7/2019	100	Yes	Completed	10/31/2019
2/2/2019	OR	Risk Operations	Zdnu Unplugged: Fair Lending Overview	8/7/2019	90	Yes	Completed	12/1/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/1/2019	OW	Risk Analytics	Customer Identification Program (CIP)	10/22/2020	100	Yes	Completed	10/31/2019
2/1/2019	OW	Risk Analytics	Understanding the FFIEC Final Guidance on Social Media	10/22/2020	100	Yes	Completed	10/31/2019
2/1/2019	OW	Risk Analytics	Unplugged: Office of Foreign Assets Control (OFAC)	10/27/2020	100	Yes	Completed	10/31/2019
2/1/2019	OW	Risk Analytics	Fair Credit Reporting Act (FCRA) Refresher	10/22/2020	100	Yes	Completed	10/31/2019
2/1/2019	OW	Risk Analytics	Unplugged: Suspicious Activity Reports	10/27/2020	100	Yes	Completed	10/31/2019
2/1/2019	OW	Risk Analytics	FSC - Identifying Identity Theft - Review of Red	10/25/2020	100	Yes	Completed	10/31/2019
2/1/2019	OW	Risk Analytics	FSC - Frauds and Scams	10/22/2020	97	Yes	Completed	10/31/2019
1/23/2019	OW	Risk Analytics	Fair Lending Overview	10/22/2020	96	Yes	Completed	10/31/2019
1/23/2019	OW	Risk Analytics	Bank Secrecy Act	10/22/2020	98	Yes	Completed	10/31/2019
1/23/2019	OW	Risk Analytics	Anti-money Laundering (AML)	10/22/2020	100	Yes	Completed	10/31/2019
1/23/2019	OW	Risk Analytics	Zdnu Unplugged: Privacy	10/17/2019	100	Yes	Completed	10/31/2019
1/23/2019	OW	Risk Analytics	Unplugged: Phishing	10/22/2020	100	Yes	Completed	10/31/2019
1/23/2019	OW	Risk Analytics	Zdnu Unplugged: Fair Lending Overview	10/17/2019	100	Yes	Completed	10/31/2019
1/23/2019	OW	Risk Analytics	FSC - Unfair, Deceptive, or Abusive Acts or	10/22/2020	100	Yes	Completed	10/31/2019
1/23/2019	OW	Risk Analytics	Zdnu FSC - Security of Customer Information Guidelines	10/17/2019	95	Yes	Completed	10/31/2019
1/23/2019	OW	Risk Analytics	BV - Information Security Awareness	10/17/2019	100	Yes	Completed	10/31/2019
2/2/2019	OW	Risk Analytics	Zdnu Unplugged: Know Your Customer	10/17/2019	94	Yes	Completed	10/31/2019
2/2/2019	OW	Risk Analytics	Zdnu Unplugged: Fair Lending Overview	10/17/2019	100	Yes	Completed	12/1/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/1/2019	PE	Compliance	Customer Identification Program (CIP)	10/30/2020	100	Yes	Completed	10/31/2019
2/1/2019	PE	Compliance	Understanding the FFIEC Final Guidance on Social Media	10/30/2020	100	Yes	Completed	10/31/2019
2/1/2019	PE	Compliance	Unplugged: Office of Foreign Assets Control (OFAC)	10/30/2020	93	Yes	Completed	10/31/2019
2/1/2019	PE	Compliance	Fair Credit Reporting Act (FCRA) Refresher	10/30/2020	89	Yes	Completed	10/31/2019
2/1/2019	PE	Compliance	Unplugged: Suspicious Activity Reports	10/30/2020	91	Yes	Completed	10/31/2019
2/1/2019	PE	Compliance	FSC - Identifying Identity Theft - Review of Red	10/30/2020	100	Yes	Completed	10/31/2019
2/1/2019	PE	Compliance	FSC - Frauds and Scams	10/30/2020	95	Yes	Completed	10/31/2019
1/23/2019	PE	Compliance	Fair Lending Overview	10/30/2020	77	Yes	Completed	10/31/2019
1/23/2019	PE	Compliance	Bank Secrecy Act	10/30/2020	85	Yes	Completed	10/31/2019
1/23/2019	PE	Compliance	Anti-money Laundering (AML)	10/30/2020	95	Yes	Completed	10/31/2019
1/23/2019	PE	Compliance	Zdnu Unplugged: Privacy	10/25/2019	97	Yes	Completed	10/31/2019
1/23/2019	PE	Compliance	Unplugged: Phishing	10/30/2020	90	Yes	Completed	10/31/2019
1/23/2019	PE	Compliance	Zdnu Unplugged: Fair Lending Overview	10/25/2019	70	Yes	Completed	10/31/2019
1/23/2019	PE	Compliance	FSC - Unfair, Deceptive, or Abusive Acts or	10/30/2020	100	Yes	Completed	10/31/2019
1/23/2019	PE	Compliance	Zdnu FSC - Security of Customer Information Guidelines	10/25/2019	81	Yes	Completed	10/31/2019
1/23/2019	PE	Compliance	BV - Information Security Awareness	10/25/2019	100	Yes	Completed	10/31/2019
1/23/2019	PE	Compliance	2019 BV - Information Security Awareness	4/18/2019	100	Yes	Completed	10/31/2019
2/2/2019	PE	Compliance	Handling Consumer Complaints	10/25/2019	93	Yes	Completed	10/31/2019
2/2/2019	PE	Compliance	Fair Credit Reporting Act (FCRA) Refresher	10/25/2019	77	Yes	Completed	10/31/2019
2/2/2019	PE	Compliance	Zdnu Unfair, Deceptive or Abusive Acts or Practices for the Financial Institution	10/25/2019	69	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/2/2019	PE	Compliance	Zdnu Right to Financial Privacy Act (RFPA) Refresher	10/25/2019	62	Yes	Completed	10/31/2019
2/2/2019	PE	Compliance	Zdnu Unplugged: Know Your Customer	10/30/2019	100	Yes	Completed	10/31/2019
2/2/2019	PE	Compliance	Zdnu Unplugged: Fair Lending Overview	10/25/2019	70	Yes	Completed	12/1/2019
2/2/2019	PE	Compliance	BV: Servicemembers Civil Relief Act (SCRA)	10/25/2019	83	Yes	Completed	10/31/2019
2/1/2019	QP	Risk Operations	Customer Identification Program (CIP)	10/30/2020	100	Yes	Completed	10/31/2019
2/1/2019	QP	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	10/30/2020	89	Yes	Completed	10/31/2019
2/1/2019	QP	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	10/30/2020	96	Yes	Completed	10/31/2019
2/1/2019	QP	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/30/2020	100	Yes	Completed	10/31/2019
2/1/2019	QP	Risk Operations	Unplugged: Suspicious Activity Reports	10/30/2020	80	Yes	Completed	10/31/2019
2/1/2019	QP	Risk Operations	FSC - Identifying Identity Theft - Review of Red	10/30/2020	94	Yes	Completed	10/31/2019
2/1/2019	QP	Risk Operations	FSC - Frauds and Scams	10/30/2020	83	Yes	Completed	10/31/2019
1/23/2019	QP	Risk Operations	Fair Lending Overview	10/31/2020	93	Yes	Completed	10/31/2019
1/23/2019	QP	Risk Operations	Bank Secrecy Act	10/31/2020	93	Yes	Completed	10/31/2019
1/23/2019	QP	Risk Operations	Anti-money Laundering (AML)	10/31/2020	94	Yes	Completed	10/31/2019
1/23/2019	QP	Risk Operations	Unplugged: Phishing	10/31/2020	100	Yes	Completed	10/31/2019
1/23/2019	QP	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/31/2020	96	Yes	Completed	10/31/2019
2/2/2019	QP	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/17/2019	77	Yes	Completed	10/31/2019
2/2/2019	QP	Risk Operations	Zdnu Unplugged: Know Your Customer	11/1/2019	94	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/2/2019	QP	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/22/2019	100	Yes	Completed	12/1/2019
1/23/2019	RY	Legal	Fair Lending Overview	10/19/2020	78	Yes	Completed	10/31/2019
1/23/2019	RY	Legal	Bank Secrecy Act	10/16/2020	76	Yes	Completed	10/31/2019
1/23/2019	RY	Legal	Anti-money Laundering (AML)	10/16/2020	79	Yes	Completed	10/31/2019
1/23/2019	RY	Legal	Unplugged: Phishing	10/20/2020	80	Yes	Completed	10/31/2019
1/23/2019	RY	Legal	FSC - Unfair, Deceptive, or Abusive Acts or	10/20/2020	92	Yes	Completed	10/31/2019
2/2/2019	RY	Legal	Zdnu Unplugged: Fair Lending Overview	3/6/2020	90	Yes	Completed	
2/1/2019	SB	Risk Analytics	Customer Identification Program (CIP)	10/26/2020	98	Yes	Completed	10/31/2019
2/1/2019	SB	Risk Analytics	Understanding the FFIEC Final Guidance on Social Media	10/26/2020	94	Yes	Completed	10/31/2019
2/1/2019	SB	Risk Analytics	Unplugged: Office of Foreign Assets Control (OFAC)	10/25/2020	78	Yes	Completed	10/31/2019
2/1/2019	SB	Risk Analytics	Fair Credit Reporting Act (FCRA) Refresher	10/26/2020	100	Yes	Completed	10/31/2019
2/1/2019	SB	Risk Analytics	Unplugged: Suspicious Activity Reports	10/26/2020	100	Yes	Completed	10/31/2019
2/1/2019	SB	Risk Analytics	FSC - Identifying Identity Theft - Review of Red	10/26/2020	100	Yes	Completed	10/31/2019
2/1/2019	SB	Risk Analytics	FSC - Frauds and Scams	10/26/2020	97	Yes	Completed	10/31/2019
1/23/2019	SB	Risk Analytics	Fair Lending Overview	10/25/2020	96	Yes	Completed	10/31/2019
1/23/2019	SB	Risk Analytics	Bank Secrecy Act	10/25/2020	91	Yes	Completed	10/31/2019
1/23/2019	SB	Risk Analytics	Anti-money Laundering (AML)	10/25/2020	90	Yes	Completed	10/31/2019
1/23/2019	SB	Risk Analytics	Zdnu Unplugged: Privacy	8/7/2019	100	Yes	Completed	10/31/2019
1/23/2019	SB	Risk Analytics	Unplugged: Phishing	10/26/2020	100	Yes	Completed	10/31/2019
1/23/2019	SB	Risk Analytics	Zdnu Unplugged: Fair Lending Overview	8/7/2019	100	Yes	Completed	10/31/2019
1/23/2019	SB	Risk Analytics	FSC - Unfair, Deceptive, or Abusive Acts or	10/25/2020	92	Yes	Completed	10/31/2019
1/23/2019	SB	Risk Analytics	Zdnu FSC - Security of Customer Information Guidelines	8/7/2019	100	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	SB	Risk Analytics	BV - Information Security Awareness	8/7/2019	100	Yes	Completed	10/31/2019
2/2/2019	SB	Risk Analytics	Zdnu Unplugged: Know Your Customer	8/7/2019	100	Yes	Completed	10/31/2019
2/2/2019	SB	Risk Analytics	Zdnu Unplugged: Fair Lending Overview	8/7/2019	100	Yes	Completed	12/1/2019
1/23/2019	SC	Risk Strategies	Fair Lending Overview	10/22/2020	76	Yes	Completed	10/31/2019
1/23/2019	SC	Risk Strategies	Bank Secrecy Act	10/19/2020	80	Yes	Completed	10/31/2019
1/23/2019	SC	Risk Strategies	Anti-money Laundering (AML)	10/7/2020	77	Yes	Completed	10/31/2019
1/23/2019	SC	Risk Strategies	Zdnu Unplugged: Privacy	10/4/2019	76	Yes	Completed	10/31/2019
1/23/2019	SC	Risk Strategies	Unplugged: Phishing	10/26/2020	90	Yes	Completed	10/31/2019
1/23/2019	SC	Risk Strategies	Zdnu Unplugged: Fair Lending Overview	10/4/2019	100	Yes	Completed	10/31/2019
1/23/2019	SC	Risk Strategies	FSC - Unfair, Deceptive, or Abusive Acts or	10/26/2020	88	Yes	Completed	10/31/2019
1/23/2019	SC	Risk Strategies	Zdnu FSC - Security of Customer Information Guidelines	10/11/2019	70	Yes	Completed	10/31/2019
1/23/2019	SC	Risk Strategies	BV - Information Security Awareness	10/21/2019	100	Yes	Completed	10/31/2019
2/2/2019	SC	Risk Strategies	Zdnu Unplugged: Fair Lending Overview	10/4/2019	100	Yes	Completed	12/1/2019
2/1/2019	SL	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/29/2019	92	Yes	Completed	10/31/2019
2/2/2019	SL	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/29/2019	92	Yes	Completed	10/31/2019
2/2/2019	SL	Risk Operations	Zdnu Unplugged: Know Your Customer	10/29/2019	100	Yes	Completed	10/31/2019
2/2/2019	SL	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/29/2019	100	Yes	Completed	12/1/2019
1/23/2019	SN	Collections	Fair Lending Overview	9/3/2020	78	Yes	Completed	10/31/2019
1/23/2019	SN	Collections	Bank Secrecy Act	9/11/2020	84	Yes	Completed	10/31/2019
1/23/2019	SN	Collections	Anti-money Laundering (AML)	9/14/2020	90	Yes	Completed	10/31/2019
1/23/2019	SN	Collections	Unplugged: Phishing	8/31/2020	80	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	SN	Collections	FSC - Unfair, Deceptive, or Abusive Acts or	9/1/2020	92	Yes	Completed	10/31/2019
2/2/2019	SN	Collections	Fair Debt Collection Practices Act (FDCPA)	8/28/2020	95	Yes	Completed	10/31/2019
2/2/2019	SN	Collections	Zdnu Unplugged: Fair Lending Overview	10/2/2019	70	Yes	Completed	12/1/2019
2/1/2019	ST	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/8/2019	77	Yes	Completed	10/31/2019
2/2/2019	ST	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/8/2019	77	Yes	Completed	10/31/2019
2/2/2019	ST	Risk Operations	Zdnu Unplugged: Know Your Customer	10/8/2019	81	Yes	Completed	10/31/2019
2/2/2019	ST	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/16/2019	90	Yes	Completed	12/1/2019
1/23/2019	TL	Collections	Fair Lending Overview	9/25/2020	69	Yes	Completed	10/31/2019
1/23/2019	TL	Collections	Bank Secrecy Act	9/14/2020	76	Yes	Completed	10/31/2019
1/23/2019	TL	Collections	Anti-money Laundering (AML)	9/8/2020	83	Yes	Completed	10/31/2019
1/23/2019	TL	Collections	Unplugged: Phishing	10/5/2020	80	Yes	Completed	10/31/2019
1/23/2019	TL	Collections	FSC - Unfair, Deceptive, or Abusive Acts or	10/2/2020	85	Yes	Completed	10/31/2019
2/2/2019	TL	Collections	Fair Debt Collection Practices Act (FDCPA)	10/20/2020	75	Yes	Completed	10/31/2019
2/1/2019	TL	Risk Operations	Customer Identification Program (CIP)	10/27/2020	95	Yes	Completed	10/31/2019
2/1/2019	TL	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	10/26/2020	61	Yes	Completed	10/31/2019
2/1/2019	TL	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	10/27/2020	100	Yes	Completed	10/31/2019
2/1/2019	TL	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/27/2020	77	Yes	Completed	10/31/2019
2/1/2019	TL	Risk Operations	Unplugged: Suspicious Activity Reports	10/27/2020	60	Yes	Completed	10/31/2019
2/1/2019	TL	Risk Operations	FSC - Identifying Identity Theft - Review of Red	10/27/2020	100	Yes	Completed	10/31/2019
2/1/2019	TL	Risk Operations	FSC - Frauds and Scams	10/27/2020	93	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	TL	Risk Operations	Fair Lending Overview	10/29/2020	100	Yes	Completed	10/31/2019
1/23/2019	TL	Risk Operations	Bank Secrecy Act	10/29/2020	100	Yes	Completed	10/31/2019
1/23/2019	TL	Risk Operations	Anti-money Laundering (AML)	10/29/2020	96	Yes	Completed	10/31/2019
1/23/2019	TL	Risk Operations	Zdnu Unplugged: Privacy	10/31/2019	62	Yes	Completed	10/31/2019
1/23/2019	TL	Risk Operations	Unplugged: Phishing	10/27/2020	100	Yes	Completed	10/31/2019
1/23/2019	TL	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/31/2019	70	Yes	Completed	10/31/2019
1/23/2019	TL	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/29/2020	96	Yes	Completed	10/31/2019
1/23/2019	TL	Risk Operations	Zdnu FSC - Security of Customer Information Guidelines	10/31/2019	93	Yes	Completed	10/31/2019
1/23/2019	TL	Risk Operations	BV - Information Security Awareness	10/31/2019	100	Yes	Completed	10/31/2019
2/2/2019	TL	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/31/2019	70	Yes	Completed	12/1/2019
2/1/2019	TL	Risk Operations	Customer Identification Program (CIP)	10/23/2020	68	Yes	Completed	10/31/2019
2/1/2019	TL	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	10/23/2020	89	Yes	Completed	10/31/2019
2/1/2019	TL	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	10/23/2020	74	Yes	Completed	10/31/2019
2/1/2019	TL	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/23/2020	69	Yes	Completed	10/31/2019
2/1/2019	TL	Risk Operations	Unplugged: Suspicious Activity Reports	10/23/2020	70	Yes	Completed	10/31/2019
2/1/2019	TL	Risk Operations	FSC - Identifying Identity Theft - Review of Red	10/23/2020	72	Yes	Completed	10/31/2019
2/1/2019	TL	Risk Operations	FSC - Frauds and Scams	10/23/2020	72	Yes	Completed	10/31/2019
1/23/2019	TL	Risk Operations	Fair Lending Overview	11/2/2020	65	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	TL	Risk Operations	Bank Secrecy Act	11/2/2020	62	Yes	Completed	10/31/2019
1/23/2019	TL	Risk Operations	Anti-money Laundering (AML)	11/2/2020	69	Yes	Completed	10/31/2019
1/23/2019	TL	Risk Operations	Unplugged: Phishing	11/2/2020	80	Yes	Completed	10/31/2019
1/23/2019	TL	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	11/2/2020	62	Yes	Completed	10/31/2019
2/2/2019	TL	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	9/4/2019	69	Yes	Completed	10/31/2019
2/2/2019	TL	Risk Operations	Zdnu Unplugged: Know Your Customer	9/4/2019	69	Yes	Completed	10/31/2019
2/2/2019	TL	Risk Operations	Zdnu Unplugged: Fair Lending Overview	8/20/2019	80	Yes	Completed	12/1/2019
8/19/2019	TL	Risk Operations	BV - Information Security Awareness	9/3/2019	100	Yes	Completed	11/17/2019
1/23/2019	TO	Risk	1612 - Fair and Responsible Banking		0	No	Incomplete	10/31/2019
1/23/2019	TO	Risk	Zdnu Fair Credit Reporting Act (FCRA) - E3		0	No	Incomplete	10/31/2019
1/23/2019	TO	Risk	BOD - Unfair, Deceptive, or Abusive Acts or Practices for the		0	No	Incomplete	10/31/2019
1/23/2019	TO	Risk	BOD - Fair Lending Overview		0	No	Incomplete	10/31/2019
1/23/2019	TO	Risk	Zdnu Customer Due Diligence and Enhanced Due Diligence (CDD/EDD)		0	No	Incomplete	10/31/2019
1/23/2019	TO	Risk	Zdnu Check Fraud		0	No	Incomplete	10/31/2019
1/23/2019	TO	Risk	Anti-Money Laundering (AML) / Bank Secrecy Act (BSA) - E3		0	No	Incomplete	10/31/2019
1/23/2019	TO	Risk	Zdnu Wire Transfers		0	No	Incomplete	10/31/2019
1/23/2019	TO	Risk	Zdnu Automated Clearing House (ACH)		0	No	Incomplete	10/31/2019
1/23/2019	TO	Risk	Zdnu Red Flags of Identity Theft		0	No	Incomplete	10/31/2019
1/23/2019	TO	Risk	Zdnu California Consumer Privacy Act		0	No	Incomplete	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	TO	Risk	Zdnu Unplugged: Office of Foreign Assets Control (OFAC)		0	No	Incomplete	10/31/2019
1/23/2019	TO	Risk	Zdnu Unplugged: Suspicious Activity		0	No	Incomplete	10/31/2019
1/23/2019	TO	Risk	BV - Information Security Awareness		0	No	Incomplete	10/31/2019
2/1/2019	TR	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/8/2019	62	Yes	Completed	10/31/2019
1/23/2019	TR	Risk Operations	Zdnu Unplugged: Privacy	10/8/2019	79	Yes	Completed	10/31/2019
1/23/2019	TR	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/8/2019	60	Yes	Completed	10/31/2019
1/23/2019	TR	Risk Operations	Zdnu FSC - Security of Customer Information Guidelines	10/8/2019	88	Yes	Completed	10/31/2019
1/23/2019	TR	Risk Operations	BV - Information Security Awareness	10/8/2019	100	Yes	Completed	10/31/2019
2/2/2019	TR	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/8/2019	62	Yes	Completed	10/31/2019
2/2/2019	TR	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/8/2019	60	Yes	Completed	12/1/2019
1/23/2019	TT	Collections	Fair Lending Overview	10/26/2020	100	Yes	Completed	10/31/2019
1/23/2019	TT	Collections	Bank Secrecy Act	10/26/2020	100	Yes	Completed	10/31/2019
1/23/2019	TT	Collections	Anti-money Laundering (AML)	10/20/2020	96	Yes	Completed	10/31/2019
1/23/2019	TT	Collections	Unplugged: Phishing	10/29/2020	100	Yes	Completed	10/31/2019
1/23/2019	TT	Collections	FSC - Unfair, Deceptive, or Abusive Acts or	10/26/2020	100	Yes	Completed	10/31/2019
2/2/2019	TT	Collections	Fair Debt Collection Practices Act (FDCPA)	10/20/2020	100	Yes	Completed	10/31/2019
1/23/2019	VF	Legal	Fair Lending Overview	10/31/2020	75	Yes	Completed	10/31/2019
1/23/2019	VF	Legal	Bank Secrecy Act	10/30/2020	67	Yes	Completed	10/31/2019
1/23/2019	VF	Legal	Anti-money Laundering (AML)	10/30/2020	75	Yes	Completed	10/31/2019
1/23/2019	VF	Legal	Zdnu Unplugged: Privacy	10/25/2019	69	Yes	Completed	10/31/2019
1/23/2019	VF	Legal	Unplugged: Phishing	10/31/2020	70	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	VF	Legal	Zdnu Unplugged: Fair Lending Overview	10/25/2019	70	Yes	Completed	10/31/2019
1/23/2019	VF	Legal	FSC - Unfair, Deceptive, or Abusive Acts or	10/31/2020	81	Yes	Completed	10/31/2019
1/23/2019	VF	Legal	Zdnu FSC - Security of Customer Information Guidelines	10/28/2019	77	Yes	Completed	10/31/2019
1/23/2019	VF	Legal	BV - Information Security Awareness	10/28/2019	100	Yes	Completed	10/31/2019
2/2/2019	VF	Legal	Zdnu Right to Financial Privacy Act (RFPA) Refresher	10/29/2019	79	Yes	Completed	10/31/2019
2/2/2019	VF	Legal	Zdnu Unplugged: Fair Lending Overview	10/25/2019	70	Yes	Completed	12/1/2019
2/1/2019	YC	Risk Operations	Customer Identification Program (CIP)	10/25/2020	100	Yes	Completed	10/31/2019
2/1/2019	YC	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	10/25/2020	100	Yes	Completed	10/31/2019
2/1/2019	YC	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	10/25/2020	100	Yes	Completed	10/31/2019
2/1/2019	YC	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/25/2020	100	Yes	Completed	10/31/2019
2/1/2019	YC	Risk Operations	Unplugged: Suspicious Activity Reports	10/25/2020	100	Yes	Completed	10/31/2019
2/1/2019	YC	Risk Operations	FSC - Identifying Identity Theft - Review of Red	10/25/2020	100	Yes	Completed	10/31/2019
2/1/2019	YC	Risk Operations	FSC - Frauds and Scams	10/22/2020	100	Yes	Completed	10/31/2019
1/23/2019	YC	Risk Operations	Fair Lending Overview	10/22/2020	98	Yes	Completed	10/31/2019
1/23/2019	YC	Risk Operations	Bank Secrecy Act	10/22/2020	100	Yes	Completed	10/31/2019
1/23/2019	YC	Risk Operations	Anti-money Laundering (AML)	10/22/2020	100	Yes	Completed	10/31/2019
1/23/2019	YC	Risk Operations	Zdnu Unplugged: Privacy	10/17/2019	100	Yes	Completed	10/31/2019
1/23/2019	YC	Risk Operations	Unplugged: Phishing	10/22/2020	90	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	YC	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/17/2019	100	Yes	Completed	10/31/2019
1/23/2019	YC	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/22/2020	100	Yes	Completed	10/31/2019
1/23/2019	YC	Risk Operations	Zdnu FSC - Security of Customer Information Guidelines	10/17/2019	95	Yes	Completed	10/31/2019
1/23/2019	YC	Risk Operations	BV - Information Security Awareness	10/17/2019	100	Yes	Completed	10/31/2019
2/2/2019	YC	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/17/2019	77	Yes	Completed	10/31/2019
2/2/2019	YC	Risk Operations	Zdnu Unplugged: Know Your Customer	10/17/2019	94	Yes	Completed	10/31/2019
2/2/2019	YC	Risk Operations	Zdnu Unplugged: Fair Lending Overview	10/17/2019	100	Yes	Completed	12/1/2019
11/15/2019	YC	Data Science	Handling Consumer Complaints	1/23/2020	93	Yes	Completed	2/13/2020
11/15/2019	YC	Data Science	BV - Information Security Awareness	1/23/2020	100	Yes	Completed	2/13/2020
1/23/2019	YC	Data Science	Fair Lending Overview	10/30/2020	98	Yes	Completed	10/31/2019
1/23/2019	YC	Data Science	Bank Secrecy Act	10/30/2020	98	Yes	Completed	10/31/2019
1/23/2019	YC	Data Science	Anti-money Laundering (AML)	10/30/2020	96	Yes	Completed	10/31/2019
1/23/2019	YC	Data Science	Unplugged: Phishing	10/30/2020	100	Yes	Completed	10/31/2019
1/23/2019	YC	Data Science	FSC - Unfair, Deceptive, or Abusive Acts or	10/30/2020	100	Yes	Completed	10/31/2019
1/23/2019	YE	Risk Analytics	Zdnu Unplugged: Privacy	9/25/2019	72	Yes	Completed	10/31/2019
1/23/2019	YE	Risk Analytics	Zdnu Unplugged: Fair Lending Overview	9/25/2019	80	Yes	Completed	10/31/2019
1/23/2019	YE	Risk Analytics	Zdnu FSC - Security of Customer Information Guidelines	9/25/2019	88	Yes	Completed	10/31/2019
1/23/2019	YE	Risk Analytics	BV - Information Security Awareness	9/25/2019	100	Yes	Completed	10/31/2019
2/2/2019	YE	Risk Analytics	Zdnu Unplugged: Know Your Customer	10/2/2019	81	Yes	Completed	10/31/2019
2/2/2019	YE	Risk Analytics	Zdnu Unplugged: Fair Lending Overview	9/25/2019	80	Yes	Completed	12/1/2019
1/23/2019	ZC	Legal	Zdnu Unplugged: Privacy	5/14/2019	83	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
1/23/2019	ZC	Legal	Zdnu Unplugged: Fair Lending Overview	5/14/2019	60	Yes	Completed	10/31/2019
1/23/2019	ZC	Legal	Zdnu FSC - Security of Customer Information Guidelines	5/14/2019	88	Yes	Completed	10/31/2019
1/23/2019	ZC	Legal	BV - Information Security Awareness	5/14/2019	100	Yes	Completed	10/31/2019
2/2/2019	ZC	Legal	Zdnu Right to Financial Privacy Act (RFPA) Refresher	5/14/2019	77	Yes	Completed	10/31/2019
2/2/2019	ZC	Legal	Zdnu Unplugged: Fair Lending Overview	5/14/2019	60	Yes	Completed	12/1/2019
1/23/2019	ZG	Data Science	Fair Lending Overview	10/12/2020	76	Yes	Completed	10/31/2019
1/23/2019	ZG	Data Science	Bank Secrecy Act	10/12/2020	91	Yes	Completed	10/31/2019
1/23/2019	ZG	Data Science	Anti-money Laundering (AML)	10/12/2020	94	Yes	Completed	10/31/2019
1/23/2019	ZG	Data Science	Unplugged: Phishing	10/12/2020	90	Yes	Completed	10/31/2019
1/23/2019	ZG	Data Science	FSC - Unfair, Deceptive, or Abusive Acts or	10/15/2020	92	Yes	Completed	10/31/2019
2/2/2019	ZG	Data Science	Zdnu Unplugged: Fair Lending Overview	10/30/2019	100	Yes	Completed	12/1/2019
1/23/2019	ZN	Data Science	Fair Lending Overview	10/18/2020	96	Yes	Completed	10/31/2019
1/23/2019	ZN	Data Science	Bank Secrecy Act	10/18/2020	93	Yes	Completed	10/31/2019
1/23/2019	ZN	Data Science	Anti-money Laundering (AML)	10/18/2020	98	Yes	Completed	10/31/2019
1/23/2019	ZN	Data Science	Zdnu Unplugged: Privacy	9/26/2019	97	Yes	Completed	10/31/2019
1/23/2019	ZN	Data Science	Unplugged: Phishing	10/18/2020	100	Yes	Completed	10/31/2019
1/23/2019	ZN	Data Science	Zdnu Unplugged: Fair Lending Overview	9/26/2019	100	Yes	Completed	10/31/2019
1/23/2019	ZN	Data Science	FSC - Unfair, Deceptive, or Abusive Acts or	10/18/2020	100	Yes	Completed	10/31/2019
1/23/2019	ZN	Data Science	Zdnu FSC - Security of Customer Information Guidelines	9/26/2019	100	Yes	Completed	10/31/2019
1/23/2019	ZN	Data Science	BV - Information Security Awareness	9/26/2019	100	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/2/2019	ZN	Data Science	Zdnu Unplugged: Fair Lending Overview	9/26/2019	100	Yes	Completed	12/1/2019
2/1/2019	ZT	Risk Operations	Customer Identification Program (CIP)	10/23/2020	78	Yes	Completed	10/31/2019
2/1/2019	ZT	Risk Operations	Understanding the FFIEC Final Guidance on Social Media	10/23/2020	67	Yes	Completed	10/31/2019
2/1/2019	ZT	Risk Operations	Unplugged: Office of Foreign Assets Control (OFAC)	10/22/2020	91	Yes	Completed	10/31/2019
2/1/2019	ZT	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/23/2020	85	Yes	Completed	10/31/2019
2/1/2019	ZT	Risk Operations	Unplugged: Suspicious Activity Reports	10/22/2020	100	Yes	Completed	10/31/2019
2/1/2019	ZT	Risk Operations	FSC - Identifying Identity Theft - Review of Red	10/23/2020	83	Yes	Completed	10/31/2019
2/1/2019	ZT	Risk Operations	FSC - Frauds and Scams	10/23/2020	83	Yes	Completed	10/31/2019
1/23/2019	ZT	Risk Operations	Fair Lending Overview	10/22/2020	73	Yes	Completed	10/31/2019
1/23/2019	ZT	Risk Operations	Bank Secrecy Act	10/8/2020	78	Yes	Completed	10/31/2019
1/23/2019	ZT	Risk Operations	Anti-money Laundering (AML)	10/8/2020	77	Yes	Completed	10/31/2019
1/23/2019	ZT	Risk Operations	Unplugged: Phishing	10/22/2020	80	Yes	Completed	10/31/2019
1/23/2019	ZT	Risk Operations	FSC - Unfair, Deceptive, or Abusive Acts or	10/22/2020	92	Yes	Completed	10/31/2019
6/3/2019	ZT	Risk Operations	BV - Information Security Awareness	6/14/2019	100	Yes	Completed	9/1/2019
2/2/2019	ZT	Risk Operations	Fair Credit Reporting Act (FCRA) Refresher	10/2/2019	77	Yes	Completed	10/31/2019
2/2/2019	ZT	Risk Operations	Zdnu Unplugged: Know Your Customer	10/2/2019	63	Yes	Completed	10/31/2019

Enroll Date	Employee*	Job Role	Course	Course Completion Date	Score	Pass	Course Completion Status**	Training Program Due Date
2/2/2019	ZT	Risk Operations	Zdnu Unplugged: Fair Lending Overview	6/14/2019	80	Yes	Completed	12/1/2019

*Employees have been identified by their initials for privacy purposes.

**Certain individuals listed herein might be marked "Incomplete" under "Course Completion Status" due to a short duration of employment or due to the timing of their employment. For instance, if someone departs the Company in early Q1, then that individual would not have completed trainings for that year. Moreover, certain individuals included in the counts listed in BV_SSCC_0004092 might not be included herein due to length of employment or timing of termination.

BlueVine

Risk Flex Line of Credit Policy

February 2019

This document should be reviewed at least once a quarter and approved by BlueVine’s Chief Risk and Chief Compliance Officers. Material changes should be reported and approved by third parties as advised by the legal department:

Role	Name	Approval Date
Chief Risk Officer	██████████	
Chief Compliance Officer	██████████████████	

Additional requirements

- Bluevine shall file and maintain a UCC1 all-asset lien on any client with an outstanding balance and a Flex CL of at least \$35K
- UCC3 files supplied by client to prove BlueVine's potential secured position must be stamped by the relevant secretary of state
- Clients who sign up as a sole-proprietor that is found to have a registered (incorporated) entity for the same business must switch to working with us (contracts, PG etc.) under the incorporated entity, regardless of if we've identified the registered entity prior to onboarding, during onboarding process or after the client has already been onboarded.
- Ownership requirements definition:
 - A user can sign BV agreements if they are one of these confirmed roles:
 - Majority Owner (must have highest or equal to highest stake in the company)
 - President
 - CEO
 - This must be confirmed on TLO, SOS, or acceptable web presence (e.g. Hoovers or company website or other external source. Personal LinkedIn not acceptable).
 - For lower credit lines of \$50K and under, we can also accept COO or CFO and any owner or registered agent.
 - BlueVine will not fund businesses owned by family members of existing BlueVine employees
 - Bluevine will not fund businesses that went through ownership change in past 3 months


**CELTIC BANK CORPORATION
Compliance Committee
July 20, 2020
MINUTES OF THE MEETING**

Members Present (via teleconference):



Others Present (via teleconference):



 called the meeting to order.

Approve Minutes



PPP Fraud

(Exhibit #1, slide 11)

[REDACTED] shared a slide on fraud experienced to date on PPP loans. Fraud cases may result in the requirement to file Suspicious Activity Reports (SARs), and PPP fraud will result in higher SAR volume. [REDACTED] shared that law enforcement had been highly engaged in PPP fraud cases and that Celtic Bank has provided meaningful support to prosecution and recovery efforts.

2020 BSA/AML Update

(Exhibit #1, slide 12)

There were [REDACTED] SAR's and [REDACTED] QAR's filed in Q2, with highest concentration from BlueVine. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**CELTIC BANK CORPORATION
Risk Management Committee
Minutes of Meeting
August 5, 2020**

Members Present:

[REDACTED]

Others Present:

[REDACTED]

Chairman, [REDACTED] called the meeting to order.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PPP Fraud

(Exhibit #1, page 32)

The Committee was presented with an update on PPP fraud. Additional increases are expected due to referrals from law enforcement.

There being no further business the meeting was adjourned.


**CELTIC BANK CORPORATION
Compliance Committee
October 23, 2020
MINUTES OF THE MEETING**

Members Present (via teleconference):



Others Present (via teleconference):



 called the meeting to order.



PPP Fraud

(Exhibit #1, slide 10)

[REDACTED] shared a slide on fraud experienced to date on PPP loans. Celtic Bank has 793 confirmed cases of fraud and has successfully recovered \$40.95 million. [REDACTED] also noted that fraud cases have decreased significantly since July and continue to decrease monthly.

2020 BSA/AML Update

(Exhibit #1, slide 11)

Due to the volume of PPP lending, Compliance has experienced a spike in SAR/QAR notices resulting from PPP fraud. There were [REDACTED] SAR's and [REDACTED] QAR's ([REDACTED] QARs related to PPP) filed in Q3, with highest concentration from BlueVine.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**CELTIC BANK CORPORATION
Risk Management Committee
Minutes of Meeting
November 10, 2020**

Members Present:

[REDACTED]

Others Present:

[REDACTED]

Chairman, [REDACTED] called the meeting to order.

[REDACTED]

[REDACTED]

[REDACTED]

PPP Fraud

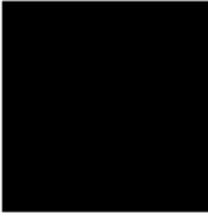
(Exhibit #1, page 28)

The Committee was presented with an update on PPP fraud. Celtic Bank continues to respond to law enforcement requests and has recovered approximately \$41mm in fraudulent loan proceeds.

There being no further business the meeting was adjourned.


**CELTIC BANK CORPORATION
Compliance Committee
January 22, 2021
MINUTES OF THE MEETING**

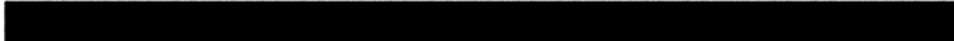
Members Present (via teleconference):



Others Present (via teleconference):



 called the meeting to order.



[REDACTED]

PPP Fraud

(Exhibit #1, slide 7)

[REDACTED] provided a status update on fraud experienced to date specific to PPP loans. Celtic Bank has 1,141 confirmed cases of fraud and has recovered roughly \$50 million, with a net fraud rate to date under 5%. [REDACTED] also noted that the Bank has been able to recover funds several months later.

2020 BSA/AML Update

(Exhibit #1, slide 8)

Due to the volume of PPP lending, Compliance has experienced an increase in SAR/QAR volumes from PPP fraud. There were [REDACTED] SARs filed in Q4 [REDACTED] SARs involved Bluevine PPP) There were [REDACTED] SARs filed through the end of 2020 on a rolling 13-month schedule. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**CELTIC BANK CORPORATION
Risk Management Committee
Minutes of Meeting
February 9, 2021**

Members Present:

[REDACTED]

Others Present:

[REDACTED]

Chairman, [REDACTED] called the meeting to order.

[REDACTED]

[REDACTED]



PPP Fraud

(Exhibit #1, page 24)

The Committee was presented with an update on PPP fraud. The net PPP fraud rate to date is under 5%. Celtic Bank continues to respond to law enforcement requests and has recovered approximately \$48.8 million in fraudulent loan proceeds. [REDACTED] anticipates future fraud will be detected early in the application process and anticipates less fraud due to enhanced tools and additional program requirements. Demand letters have been sent and fraud loans are reported to the SBA regularly.

There being no further business the meeting was adjourned.

July 20, 2020

COMPLIANCE COMMITTEE



Celtic Bank Compliance Committee
Meeting Agenda
July 20, 2020

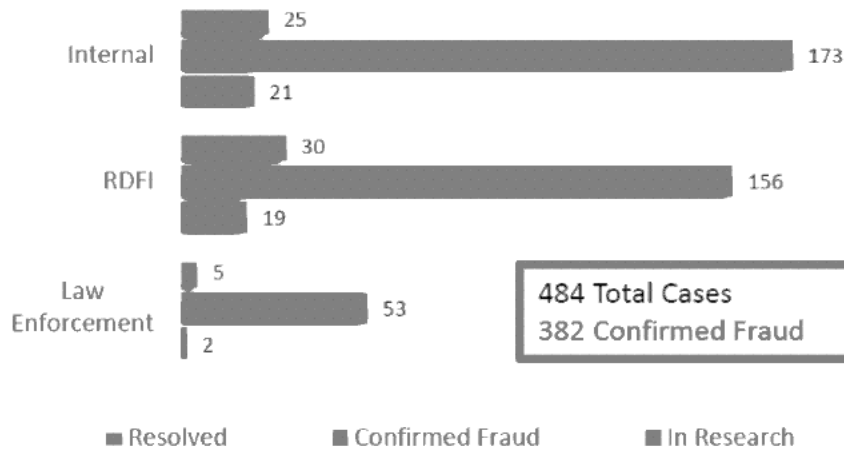
<u>Topics</u>	<u>Page</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
4. PPP Fraud	11
5. BSA/AML Update	12
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



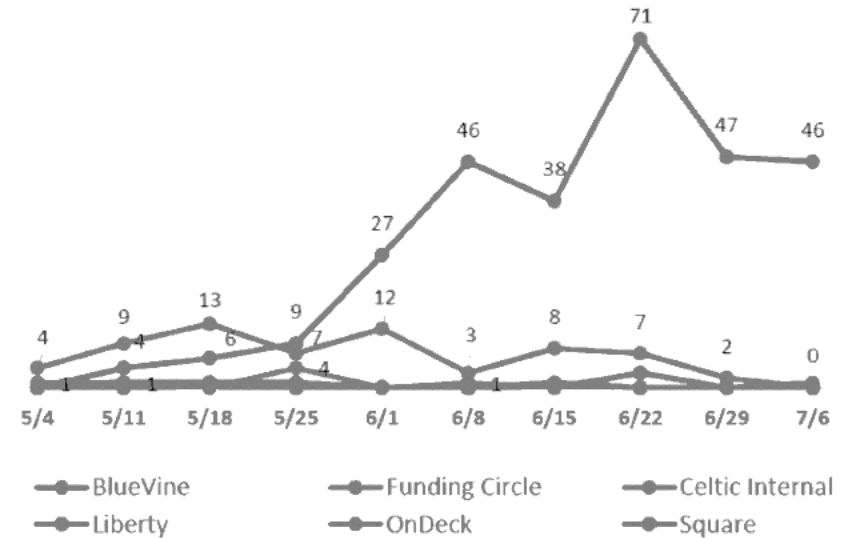
PPP Fraud

*as of 7/10/2020

Cases by Source



Confirmed Cases per Week



Confirmed Cases & Exposure by Partner

Channel	Total \$ Funded	# Loans Funded	Gross Fraud \$	Fraud Accounts Funded	% Gross Fraud \$	% Fraud Accounts	Current Exposure \$	% Net Fraud \$
BlueVine	2,218,381,419	60,093	50,737,422	292	2.3%	0.5%	37,299,380	1.7%
Funding Circle	139,914,333	1,175	625,000	1	0.4%	0.1%	9,103	0.0%
Celtic Internal	497,870,421	2,436	15,383,573	12	3.1%	0.5%	5,775,604	1.2%
Liberty	111,467,076	3,191	503,500	3	0.5%	0.1%	503,500	0.5%
OnDeck	42,720,700	1,177	146,800	3	0.3%	0.3%	146,800	0.3%
Square	895,953,988	84,691	574,383	3	0.1%	0.0%	574,383	0.1%
Total	3,906,307,937	152,763	67,970,678	314	1.7%	0.2%	44,308,770	1.1%

*Note: PPP Fraud Data reflected as of 7/10/2020 and is subject to change

2020 Fraud & BSA/AML



SAR/QAR Reporting

- PPP Fraud has increased QAR/SAR volumes significantly
- Filed [REDACTED] SARs in Q2 (received [REDACTED] QARs); [REDACTED] QAR to SAR rate
 - Highest concentration is with BlueVine
- Significant influx in law enforcement requests
 - Celtic specific case: [REDACTED]

Additional Reporting

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

July 20, 2020

COMPLIANCE COMMITTEE



Celtic Bank Compliance Committee
Meeting Agenda
July 20, 2020

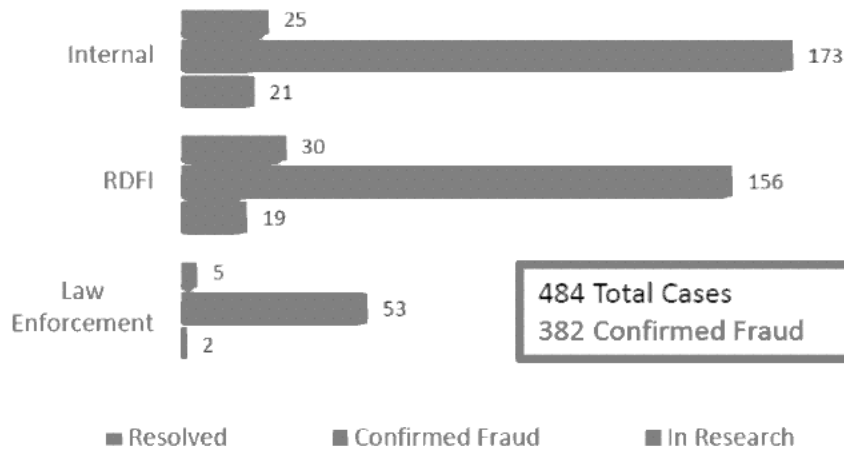
<u>Topics</u>	<u>Page</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
4. PPP Fraud	11
5. BSA/AML Update	12
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



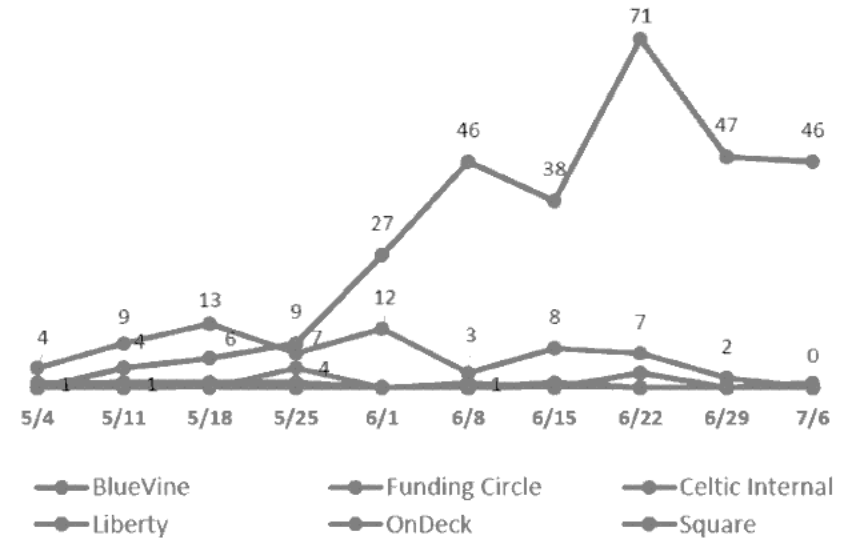
PPP Fraud

*as of 7/10/2020

Cases by Source



Confirmed Cases per Week

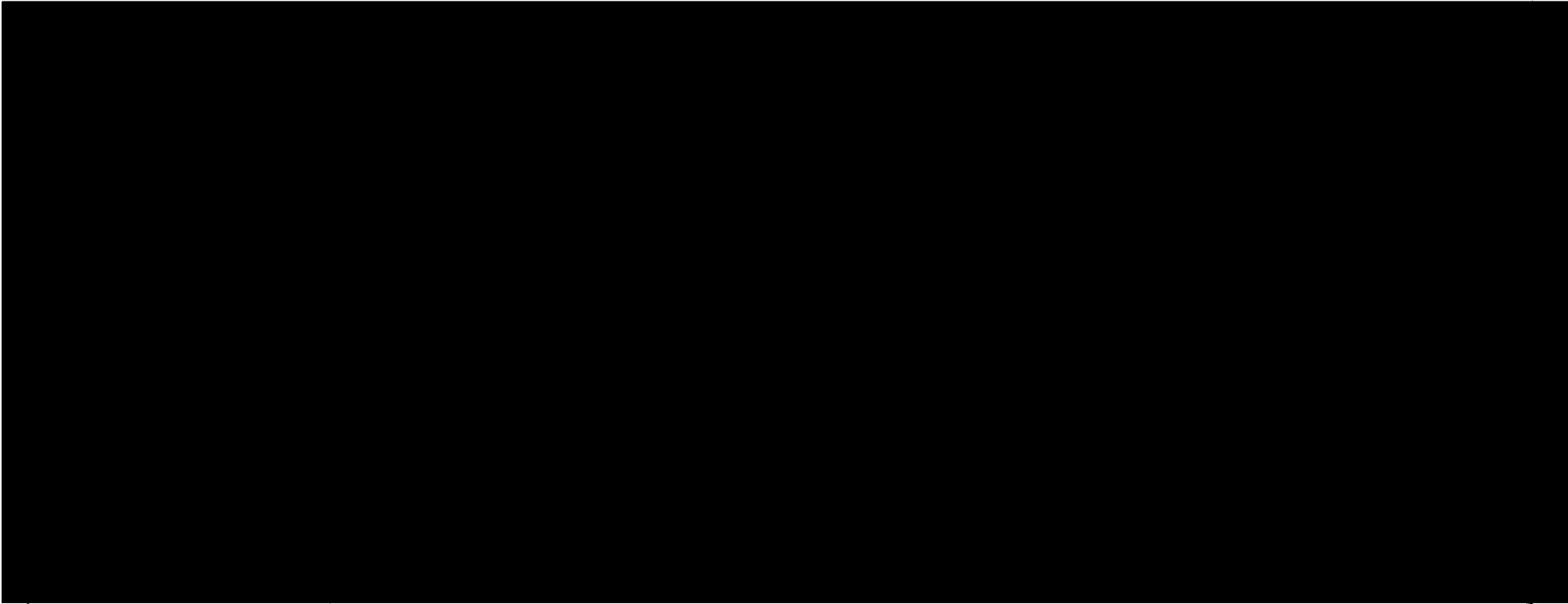


Confirmed Cases & Exposure by Partner

Channel	Total \$ Funded	# Loans Funded	Gross Fraud \$	Fraud Accounts Funded	% Gross Fraud \$	% Fraud Accounts	Current Exposure \$	% Net Fraud \$
BlueVine	2,218,381,419	60,093	50,737,422	292	2.3%	0.5%	37,299,380	1.7%
Funding Circle	139,914,333	1,175	625,000	1	0.4%	0.1%	9,103	0.0%
Celtic Internal	497,870,421	2,436	15,383,573	12	3.1%	0.5%	5,775,604	1.2%
Liberty	111,467,076	3,191	503,500	3	0.5%	0.1%	503,500	0.5%
OnDeck	42,720,700	1,177	146,800	3	0.3%	0.3%	146,800	0.3%
Square	895,953,988	84,691	574,383	3	0.1%	0.0%	574,383	0.1%
Total	3,906,307,937	152,763	67,970,678	314	1.7%	0.2%	44,308,770	1.1%

*Note: PPP Fraud Data reflected as of 7/10/2020 and is subject to change

2020 Fraud & BSA/AML



SAR/QAR Reporting

- PPP Fraud has increased QAR/SAR volumes significantly
- Filed [REDACTED] SARs in Q2 (received [REDACTED] QARs); [REDACTED] QAR to SAR rate
 - Highest concentration is with BlueVine
- Significant influx in law enforcement requests
 - Celtic specific case: [REDACTED]

Additional Reporting

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Risk Committee Meeting

August 5, 2020

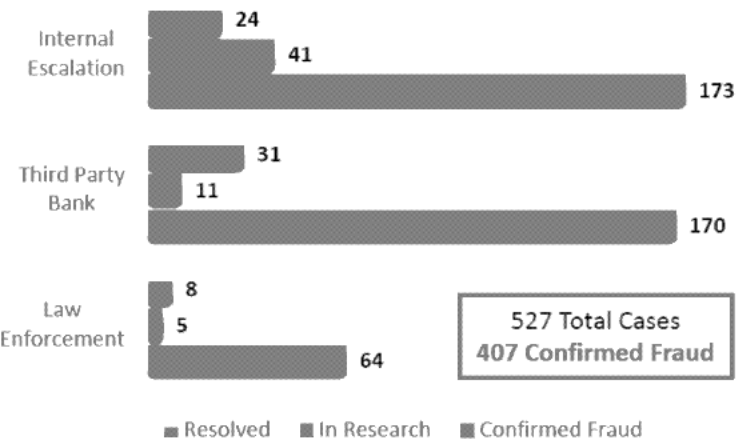
Celtic Bank
Risk Committee Meeting
Agenda
August 5, 2020

<u>Topics</u>	<u>Page Numbers</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
5. PPP Fraud	32

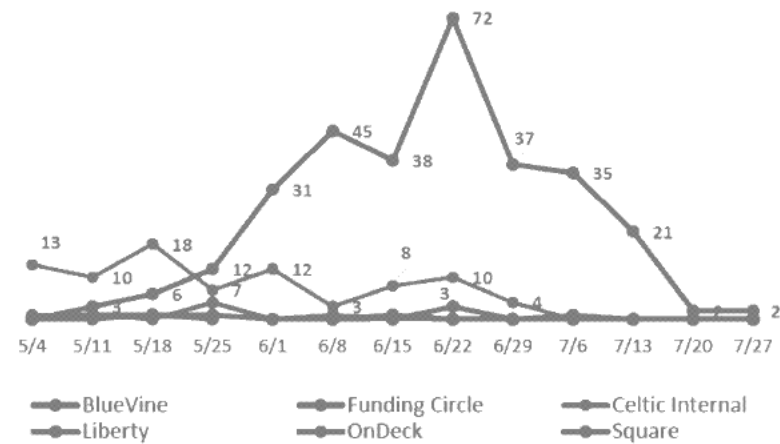
PPP Fraud Update

*as of 7/31/2020

Cases by Channel



Confirmed Cases per Week



Confirmed Cases & Exposure by Partner

Channel	Total \$ Funded	# of Loans Funded	Gross Fraud \$	Fraud Accounts Funded	% Gross Fraud \$	% Fraud Accounts	Current Exposure \$	% Net Fraud \$
BlueVine	\$2,218,381,419	60,791	\$57,367,991	302	2.59%	0.50%	\$41,544,351	1.87%
Funding Circle	\$139,914,333	1,175	\$625,000	1	0.45%	0.09%	\$ 9,103	0.01%
Celtic Internal	\$504,332,520	2,461	\$14,344,075	20	2.84%	0.81%	\$2,204,903	0.44%
Liberty	\$111,468,686	2,661	\$321,000	3	0.29%	0.11%	\$321,000	0.29%
OnDeck	\$42,745,100	1,180	\$211,900	3	0.50%	0.25%	\$211,900	0.50%
Square	\$896,392,508	84,704	\$574,383	3	0.06%	0.00%	\$0.00 ¹	0.00%
Total	\$3,913,234,566	152,972	\$73,444,349	332	1.88%	0.22%	\$44,291,257	1.13%

\$28.6MM Recovered

*Note: PPP Fraud Data as of 7/31/2020;
(1) No exposure for Square originations because loans have been sold to Square



Risk Committee Meeting

May 18, 2021

Celtic Bank
Risk Committee Meeting
Agenda
 May 18, 2021

Celtic_SSCC_000126

<u>Topics</u>	<u>Page Numbers</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
5. PPP Fraud	27

PPP Fraud

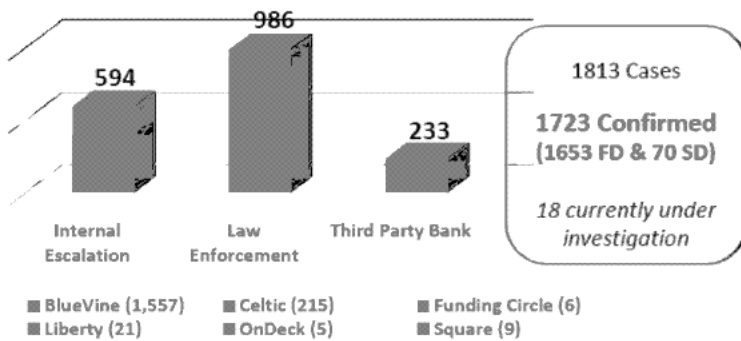
as of 5/11/2021

Exposure and Rates

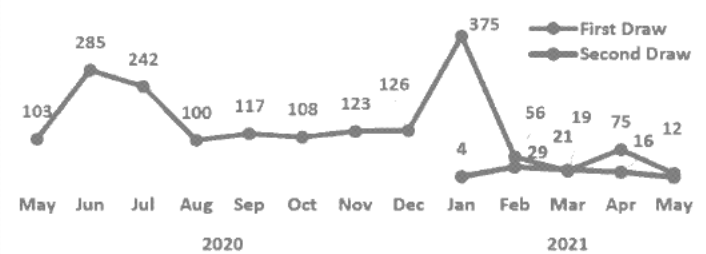
* Note: Loans sold to Square have been excluded from exposure and fraud rates

	Gross Exposure	\$\$ Recovered	Net Exposure	Total FD \$\$ Funded	Gross %	Net %	
1st DRAW	BlueVine	\$191,011,504.00	\$38,897,533.63	\$152,113,970.37	\$2,199,949,027.00	8.68%	6.91%
	Celtic	\$30,764,091.97	\$13,342,255.67	\$17,421,836.30	\$507,361,382.19	6.06%	3.43%
	Funding Circle	\$2,130,438.00	\$1,433,793.20	\$696,644.80	\$117,757,668.46	1.81%	0.59%
	Liberty	\$3,562,500.00	\$582,842.99	\$2,979,657.01	\$105,040,676.00	3.39%	2.84%
	OnDeck	\$211,900.00	\$0.00	\$211,900.00	\$42,737,900.00	0.50%	0.50%
	\$227,680,433.97	\$54,256,425.49	\$167,617,537.48	\$2,972,846,653.65	7.66%	5.83%	
2nd DRAW	BlueVine	\$567,242.00	\$23,627.94	\$543,614.06	\$468,318,163.00	0.12%	0.12%
	Celtic	\$1,604,970.00	\$789,221.58	\$815,748.42	\$191,769,768.77	0.84%	0.43%
		\$2,172,212.00	\$812,849.52	\$1,359,362.48	\$660,087,931.77	0.33%	0.21%
PPP TOTAL	BlueVine	\$191,578,746.00	\$38,921,161.57	\$152,657,584.43	\$2,668,267,190.00	7.18%	5.72%
	Celtic	\$32,369,061.97	\$14,131,477.25	\$18,237,584.72	\$699,131,150.96	4.63%	2.61%
	Funding Circle	\$2,130,438.00	\$1,433,793.20	\$696,644.80	\$117,757,668.46	1.81%	0.59%
	Liberty	\$3,562,500.00	\$582,842.99	\$2,979,657.01	\$105,040,676.00	3.39%	2.84%
	OnDeck	\$211,900.00	\$0.00	\$211,900.00	\$42,737,900.00	0.50%	0.50%
	\$229,852,645.97	\$55,069,275.01	\$174,783,370.96	\$3,632,934,585.42	6.33%	4.81%	

Fraud Cases



Confirmed Cases per Month



- Large spike in BlueVine cases in January due to a large fraud ring in IL
- Celtic cases significantly increased since January due PPP 2nd Draw
- Detected fraud on 51 SD Apps resulting in fraud confirmation on FD Loan

Request for PPP Fraud analysis from BV

From: [REDACTED]@celticbank.com>
To: [REDACTED]@celticbank.com>, [REDACTED]@celticbank.com>
Date: Mon, 12 Oct 2020 18:44:08 -0600

FYI – I believe [REDACTED] at BlueVine is close to having deeper PPP fraud analysis to share with us, but I have been told [REDACTED] their GCO, has some concern with sharing – see her note below. I have let her know I will be available to discuss tomorrow at her convenience...

[REDACTED]
Chief Risk Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]
Fax: [801 303 1930](tel:8013031930)

Web: <https://celticbank.com>



From: [REDACTED]@bluevine.com>
Sent: Monday, October 12, 2020 5:37 PM
To: [REDACTED]@celticbank.com>; [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>; [REDACTED]@bluevine.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Subject: RE: Fraud

Hi [REDACTED]

I hope you had a nice long weekend! Can the two of us have a quick call to discuss the request below? I just need a few clarifications before we can share.

Thanks,
[REDACTED]

From: [REDACTED]@celticbank.com>
Sent: Wednesday, September 30, 2020 9:33 AM
To: [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Subject: RE: Fraud

[REDACTED]

By associated loan \$ I was thinking total loan \$ issued corresponding to the fraud view, which would enable calculation of gross fraud rate. As an example, the below table distributes fraud \$ and loan \$ by entity type, allowing for fraud rate by entity type...

	Fraud \$	Loan \$	Fraud Rate
Sole Prop	4	40	10%
Partnership	1	20	5%
S Corp	1	30	3%
C Corp	1	20	5%
LLC	1	30	3%
Total	8	140	6%

By referral channel, I was thinking loan origination channel/source. By fraud ID source I was thinking internal, law enforcement, etc...

We are not married to these views, just looking for insights. We value your thoughts and any other views or metrics that might be helpful.

Thanks

[Redacted]

Chief Risk Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [Redacted]
Fax: [801 303 1930](tel:8013031930)

Web: <https://celticbank.com>



From: [Redacted]@bluevine.com>

Sent: Wednesday, September 30, 2020 10:05 AM

To: [Redacted]@celticbank.com>; [Redacted]@bluevine.com>; [Redacted]

[Redacted]@bluevine.com>

Cc: [Redacted]@celticbank.com>; [Redacted]@bluevine.com>; [Redacted]

[Redacted]@celticbank.com>; [Redacted]@celticbank.com>

Subject: Re: Fraud

[Redacted]

Thanks for sending over and detailing the request [Redacted] Happy to help put this together. We should be able to provide this by the end of next week (and hopefully sooner).

I do have a couple of clarifying questions, just to ensure I'm capturing what you're looking for correctly.

- By associated loan \$, do you mean non-fraud loan \$ distributed? Do you mean something else?
- Can you clarify what's the difference between referral channel and Fraud ID source?

Thanks,

On Wed, Sep 30, 2020 at 8:46 AM [REDACTED] <[REDACTED]@celticbank.com> wrote:

[REDACTED] For visibility.

[REDACTED]

CRCM

Vice President, Strategic Lending Partnerships



268 S. State Street
Tel: [REDACTED]

| Suite 300

| Salt Lake City

| UT

| 84111

Web:



<https://celticbank.com>



From: [REDACTED] <[REDACTED]@celticbank.com>

Sent: Tuesday, September 29, 2020 4:30 PM

To: [REDACTED] <[REDACTED]@bluevine.com>

Cc: [REDACTED] <[REDACTED]@celticbank.com>; [REDACTED] <[REDACTED]@celticbank.com>; [REDACTED] <[REDACTED]@celticbank.com>

Subject: Fraud

[REDACTED]
Reese has requested that we better understand the nature of PPP fraud at BlueVine. To further inform us, it would be helpful to know fraud \$ and associated loan \$ distributed by various factors, such as:

- Referral channel
- Fraud type
- Entity type
- Fraud ID source (e.g., internal vs external referral)
- Geography/State
- Loan size bands
- Loan origination week
- Others you think might be enlightening

Is this something that could be completed this week?

Thanks



Chief Risk Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [Redacted]
Fax: 801 303 1930

Web: <https://celticbank.com>



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RE: BlueVine PPP Fraud Controls

From: [REDACTED]@celticbank.com>
To: [REDACTED]@bluevine.com> [REDACTED]@celticbank.com>
[REDACTED]@celticbank.com>, [REDACTED]@celticbank.com>, [REDACTED]
[REDACTED]@celticbank.com>
Cc: [REDACTED]@bluevine.com>
[REDACTED]@bluevine.com>, [REDACTED]@bluevine.com>, [REDACTED]
[REDACTED]@bluevine.com>, [REDACTED]@bluevine.com>, [REDACTED]
[REDACTED]@bluevine.com>, [REDACTED]@bluevine.com>
Date: Wed, 27 May 2020 11:54:36 -0600

Thanks [REDACTED]!

[REDACTED], CRCM
Vice President, Strategic Lending Partnerships



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]

Web: <https://celticbank.com>



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From: [REDACTED]@bluevine.com>
Sent: Wednesday, May 27, 2020 11:37 AM
To: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]
[REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]
[REDACTED]@celticbank.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]
[REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]
[REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]
[REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>
Subject: RE: BlueVine PPP Fraud Controls

Hi [REDACTED]

[REDACTED] will join our call today and we can start with this topic.

Thanks,
[REDACTED]

From: [REDACTED]@celticbank.com>
Sent: Wednesday, May 27, 2020 10:31 AM
To: [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>
Subject: RE: BlueVine PPP Fraud Controls

Hi [REDACTED]

Thanks for the time yesterday. As we discussed, we would proposing requiring a GIACT pass (both products) or Exiftool pdf review on all accounts. Looking forward to hearing your thoughts on this.

Thanks,

[REDACTED], CRCM
Vice President, Strategic Lending Partnerships


268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]

Web: <https://celticbank.com>
   

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From: [REDACTED]@bluevine.com>
Sent: Thursday, May 21, 2020 11:21 AM
To: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>
Subject: RE: BlueVine PPP Fraud Controls

[REDACTED] just sent an invite. Please forward to anyone I missed from your end. Thanks.

From: [REDACTED]@celticbank.com>
Sent: Thursday, May 21, 2020 10:11 AM
To: [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>
Subject: RE: BlueVine PPP Fraud Controls

[REDACTED] – please send an invite.

[REDACTED] might not be able to join, but I think we are OK to go ahead with the mtg.

Thanks,

[REDACTED]
Program Analyst



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]

Web: <https://celticbank.com>



From: [REDACTED]@bluevine.com>
Sent: Thursday, May 21, 2020 10:41 AM
To: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>
Subject: RE: BlueVine PPP Fraud Controls

Hi [REDACTED]

Sure. Since we don't need everyone on the call, I will set up a different meeting. Would 1pm PT (today) work? I can circulate an invite.

Thanks,

[REDACTED]

From: [REDACTED]@celticbank.com>
Sent: Thursday, May 21, 2020 9:06 AM
To: [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>
Subject: RE: BlueVine PPP Fraud Controls

Hi [REDACTED]

Thank you for this.

Could we get some greater detail about the increases in the Experian PID pass criteria? Would also be great to understand Exiftool and how that will help detect doctored documents. If it's easiest we can use a few minutes to discuss on our call today. Let us know what works best.

Kind Regards,

[REDACTED], CRCM
Vice President, Strategic Lending Partnerships


268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]

Web: <https://celticbank.com>
   

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From: [REDACTED]@bluevine.com>
Sent: Wednesday, May 20, 2020 2:47 PM
To: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>

[REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>

Subject: RE: BlueVine PPP Fraud Controls

Hi [REDACTED]

I have shared the Giact results for the recent fraud cases [here](#) in the shared box folder.

Given that the pass rate of gAuthenticate tool (that matches the name and ownership) is 60%, it's probably not the best approach to reject the rest (entire 40%). Our risk team has already other checks in place for name matching using bank statements. The team is also working to add additional layers of protection to the process, as discussed by [REDACTED] on the last call. We can update once implemented.

Let us know if this addresses your questions.

Thanks,

[REDACTED]

From: [REDACTED]@bluevine.com>

Sent: Wednesday, May 20, 2020 10:32 AM

To: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>

Cc: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>

Subject: RE: BlueVine PPP Fraud Controls

Hi [REDACTED]

Let us look into this and circle back.

Thanks,

[REDACTED]

From: [REDACTED]@celticbank.com>

Sent: Wednesday, May 20, 2020 10:17 AM

To: [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>

Cc: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>

Subject: RE: BlueVine PPP Fraud Controls

Hi [REDACTED]

For the known cases of fraud, how many of them passed GIACT? Does it make sense to require all loans going forward pass GIACT?

Thanks,

[REDACTED]

, CRCM

Vice President, Strategic Lending Partnerships



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]

Web: <https://celticbank.com>



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From: [REDACTED] <[REDACTED]@bluevine.com>

Sent: Monday, May 18, 2020 10:27 AM

To: [REDACTED] <[REDACTED]@celticbank.com>; [REDACTED] <[REDACTED]@celticbank.com>; [REDACTED] <[REDACTED]@celticbank.com>; [REDACTED] <[REDACTED]@celticbank.com>

Cc: [REDACTED] <[REDACTED]@bluevine.com>; [REDACTED] <[REDACTED]@bluevine.com>; [REDACTED] <[REDACTED]@bluevine.com>; [REDACTED] <[REDACTED]@bluevine.com>; [REDACTED] <[REDACTED]@bluevine.com>; [REDACTED] <[REDACTED]@bluevine.com>

Subject: RE: BlueVine PPP Fraud Controls

Hi [REDACTED]

Please see Bluevine's responses in [blue](#) below. Let us know if you have any questions.

Thanks,

[REDACTED]

From: [REDACTED] <[REDACTED]@celticbank.com>

Sent: Friday, May 15, 2020 10:22 PM

To: [REDACTED] <[REDACTED]@bluevine.com>; [REDACTED] <[REDACTED]@bluevine.com>; [REDACTED] <[REDACTED]@bluevine.com>; [REDACTED] <[REDACTED]@bluevine.com>; [REDACTED] <[REDACTED]@bluevine.com>; [REDACTED] <[REDACTED]@bluevine.com>

[REDACTED]@bluevine.com>
Cc: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]
[REDACTED]@celticbank.com>
Subject: BlueVine PPP Fraud Controls

Hi [REDACTED]

Celtic is seeing a large in uptick in attempted fraud through the PPP Program and is considering next steps. Most of this fraud is related to ID Theft and bank accounts. As we evaluate options going forward we wanted to gather some additional information:

1. What level of fraud are you seeing related to PPP lending? How are you handling this?
 1. While fraud levels are very low (less than 30 bps), we do see some stolen-identity-sole-proprietors applying and some fake documents that are being submitted.
 2. To deal with the above, we are looking to strengthen our documents verification process as much as some KYB/KYC tightening which already took place last week. See answer to question #3 for more details.
2. Please quickly reiterate what tools you are using for KYC of the applicant and business? Are there any additional measures you can deploy?

When processing PPP applications we verify that:

1. Personal details were confirmed using Experian PID service;
 2. Email passes 'Emailage' verification;
 3. The bank account the user is asking to push funds into is in good standing;
 4. We have at least one month of bank statements for the above mentioned bank account;
 5. We have payroll data which belongs to the business by matching business name and SSN/TIN with the ones provided;
 6. No such SSN/TIN were used for PPP via BlueVine;
 7. No OFAC warnings related to the owner and business.
2. Specifically, how do you verify that the account where the funds are being sent is associated with the business applying? Are there additional layers of verification that can be added to enhance security?
 1. When processing applications we verify that the bank account the user is asking to push funds into is in good standing (using GIACT's Early Warning based service) and that we have at least one month of bank statements for that specific bank account. In other words, we verify that the bank account we got bank statements for belongs to the business / sole-proprietor and that the account we're asked to push funds into is the same, in good standing, account we got bank statements for.
 2. To tighten, we implemented a few changes last week -
 - a. Changed Emailage pass criteria to now fail newly created emails;
 - b. Send to manual review bank accounts that were previously used for PPP.
 3. In addition, we're looking to deploy, later this week -
 - a. Experian PID pass criteria tightening;
 - b. Doctored documents screening using Exiftool.

Please provide responses as soon as possible, but no later than [Monday morning](#).

Thanks,

 CRCM
Vice President, Strategic Lending Partnerships
Celtic Bank


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FW: Invitation: Risk Controls for Fraud @ Thu May 21, 2020 1pm - 1:30pm (PDT) [REDACTED]@celticbank.com)

Where: ◆
When: Thu May 21 14:00:00 2020 (MST7MDT)
Until: Thu May 21 14:30:00 2020 (MST7MDT)
Organisers: [REDACTED]@bluevine.com
Required: [REDACTED]@bluevine.com
Attendees: [REDACTED]@celticbank.com>
[REDACTED]@celticbank.com>
[REDACTED]@celticbank.com>
[REDACTED]@celticbank.com>

Attachments: invite.ics (2.22 kB)

If you guys are available, join if you'd like.

-----Original Appointment-----

From: [REDACTED]@bluevine.com [REDACTED]@bluevine.com>

Sent: Thursday, May 21, 2020 11:18 AM

To: [REDACTED]@bluevine.com; [REDACTED]@bluevine.com; [REDACTED]

Cc: [REDACTED]@bluevine.com

Subject: Invitation: Risk Controls for Fraud @ Thu May 21, 2020 1pm - 1:30pm (PDT)
[REDACTED]@celticbank.com)

When: Thursday, May 21, 2020 2:00 PM-2:30 PM (UTC-07:00) Mountain Time (US & Canada).

Where:

You have been invited to the following event.

Risk Controls for Fraud

When Thu May 21, 2020 1pm – 1:30pm Pacific Time - Los Angeles

Joining info Join with Google Meet

[Learn More](#).

Re: PPP Fraud - Partner Questions

From: [REDACTED]@celticbank.com>
To: [REDACTED]@celticbank.com>
Cc: [REDACTED]@celticbank.com>
Date: Fri, 15 May 2020 23:23:21 -0600

Sent

[REDACTED] CRCM
Vice President, Strategic Lending Partnerships
Celtic Bank

From: [REDACTED]@celticbank.com>
Sent: Friday, May 15, 2020 5:50:34 PM
To: [REDACTED]@celticbank.com>
Cc: [REDACTED]@celticbank.com>
Subject: PPP Fraud - Partner Questions

Based on [REDACTED] input I tweaked the first sentence. Haven't heard feedback from [REDACTED] but I'm going to go ahead now and send this out to my partners.

Celtic is seeing a large in uptick in attempted fraud through the PPP Program, primarily related to stolen identity and fraudulent bank account info, and is considering next steps. As we evaluate options going forward we wanted to gather some additional information:

1. *What level of fraud are you seeing related to PPP lending? How are you handling this?*
2. *Please quickly reiterate what tools you are using for KYC of the applicant and business? Are there any additional measures you can deploy?*
3. *Specifically, how do you verify that the account where the funds are being sent is associated with the business applying? Are there additional layers of verification that can be added to enhance security?*

Please provide responses as soon as possible, but no later than Monday morning.

[REDACTED], CFA, CRCM
Vice President, Strategic Lending Partnerships



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]
Fax: [801 303 1990](tel:8013031990)

Web: <https://celticbank.com>



FDIC

Re: PPP Fraud Controls

From: [REDACTED]@celticbank.com>
To: [REDACTED]@bluevine.com>, [REDACTED]@celticbank.com>
Cc: [REDACTED]@bluevine.com>, PPP Fraud <[REDACTED]@bluevine.com>, [REDACTED]@bluevine.com>, [REDACTED]@bluevine.com>, [REDACTED]@celticbank.com>, [REDACTED]@celticbank.com>
Date: Fri, 05 Jun 2020 18:51:18 -0600

thank you

Get [Outlook for iOS](#)

From: [REDACTED]@bluevine.com>
Sent: Friday, June 5, 2020 6:30:52 PM
To: [REDACTED]@celticbank.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>; PPP Fraud <[REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Subject: Re: PPP Fraud Controls

Hi all,

wanted to provide a quick update.

We have been intensively working on an in-depth fraud analysis, proposed measures, and subsequent business impacts.

Since these are very significant measures, we are currently in the process of internal alignment and performing quality assurance of the analysis.

This stage is taking longer than anticipated, however it is critical to the process, and we would not like to share inaccurate information prior to completing it.

Currently it looks like we will be able to complete this stage either late this evening or early tomorrow morning.

We should be able to share our intended measures, the business impact, and the underlying analysis tomorrow.

I apologize for the delay.

[REDACTED]

On Thu, Jun 4, 2020 at 3:01 PM [REDACTED]@celticbank.com> wrote:

Thanks [REDACTED]

[REDACTED], CRCM
Vice President, Strategic Lending Partnerships



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Tel: [REDACTED]

Web: <https://celticbank.com>



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From: [REDACTED]@bluevine.com>
Sent: Thursday, June 4, 2020 3:37 PM
To: [REDACTED]@bluevine.com>
Cc: [REDACTED]@celticbank.com>; PPP Fraud <[REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Subject: Re: PPP Fraud Controls

Hi [REDACTED]

we will do what we can to try and get our recommendations as well as the supporting fraud analysis to you by end of day tomorrow.

Please keep in mind that part of our risk team working on this effort are in Israel where weekends are from Thursday evening (Thursday midday US time) till Sunday morning (Saturday night US time). That makes this timeline somewhat more aggressive.

As I said, we'll do our best to meet it.

Thanks,

[REDACTED]

On Thu, Jun 4, 2020 at 1:49 PM [REDACTED]@bluevine.com> wrote:

[+PPP Fraud](#)

Please use this distribution list going forward for all PPP fraud related issues.

Thanks

On Thu, Jun 4, 2020 at 10:57 AM [REDACTED]@celticbank.com> wrote:

[REDACTED], this update is very helpful. Thank you.

Yesterday BlueVine agreed to provide a proposal for incremental identity and financial manipulation controls by Tuesday. After discussion with our CEO we are asking that you respond by end of day Friday.

We want decisions to be informed by data. Please share your fraud analysis.

As an example, in efforts to inform where to strengthen controls, are you able to provide segmentation of total loan volumes and known funded fraud volumes by channel source for:

- GIACT pass vs others
- Geography
- Loan size bands
- Entity type
- Personal vs business account (loan proceeds)
- Experian pass criteria bands
- Emailage pass
- Exiftool pass
- Number of connections to other applications (3 seems set for manual review seems too high)
- Etc...

I am available to discuss and help with the process.

Regards

[REDACTED]

Chief Risk Officer



268 S. State Street

| Suite 300

| Salt Lake City

| UT

| 84111

Tel:

Fax:

[REDACTED]
801 303 1930



<https://celticbank.com>



From: [REDACTED]@bluevine.com>
Sent: Wednesday, June 3, 2020 4:48 PM
To: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Cc: PPP Fraud <[REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>
Subject: PPP Fraud controls

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Celtic Team,

As discussed, the attached document summarizes the recent fraud controls that were put in place to address fraud for PPP.

As we continue to track trends and put more rules in place, we will keep updating this document and provide you those updates.

Let us know if you have any questions.

Thanks,

[REDACTED]

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--



Chief Risk Officer

BlueVine

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icFW: QAR Escalations - Timing and Completeness

From: [REDACTED]@celticbank.com>
To: [REDACTED]@celticbank.com>
Date: Tue, 06 Apr 2021 10:08:01 -0600
Attachments: BlueVine Response to Celtic QAR Escalation 4.5.21.pdf (342.39 kB); We sent you safe versions of your files (40.96 kB)

[REDACTED]
Program Manager



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]

Web: <https://celticbank.com>



From: [REDACTED]@bluevine.com>
Sent: Monday, April 5, 2021 2:24 PM
To: [REDACTED]@celticbank.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Subject: Re: QAR Escalations - Timing and Completeness

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Hi [REDACTED]

[REDACTED] will be out of office for the remainder of the week. Please see BlueVine's response attached. Please let us know if you would like to set some time to discuss the response before our meeting on Wednesday.

We may cancel today's meeting-- we have nothing urgent to address from our end.

Best,

[REDACTED]



[REDACTED]
Compliance Team Lead

BlueVine [REDACTED]

On Mon, Apr 5, 2021 at 3:50 PM [REDACTED]@celticbank.com> wrote:

Hi [REDACTED] I am following up on this action. Let me know when we can expect it.

Also, we don't have a lot to talk about on the call and [REDACTED] is out this afternoon. I am thinking we should cancel. Thoughts?

Thanks!

[REDACTED]

Vice President - Compliance



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111

Tel: [REDACTED]

Fax: 801 303 1930

Web: www.celticbank.com



From: [REDACTED]@bluevine.com>

Sent: Wednesday, March 31, 2021 3:36 PM

To: [REDACTED]@celticbank.com>; [REDACTED]@bluevine.com>;

[REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>

Cc: [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>;

[REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]

[REDACTED]@celticbank.com>

Subject: RE: QAR Escalations - Timing and Completeness

[REDACTED] – As discussed, we will provide a write up on the updates we have made to address this by EOW.

Thanks,

[REDACTED]

From: [REDACTED]@celticbank.com>

Sent: Wednesday, March 31, 2021 1:59 PM

To: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>;

[REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>

Cc: [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>;
[REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]
[REDACTED]@celticbank.com>

Subject: RE: QAR Escalations - Timing and Completeness

Thanks for the quick response [REDACTED]! We can chat about it on the standing call. We will need to document an action plan with dates for addressing the issues, so we can work together to do that. Thanks again.

[REDACTED]
Vice President - Compliance



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Tel: [REDACTED]
Fax: 801 303 1930

Web: www.celticbank.com



From: [REDACTED]@bluevine.com>
Sent: Tuesday, March 30, 2021 1:51 PM
To: [REDACTED]@celticbank.com>; [REDACTED]@bluevine.com>;
[REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>;
[REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]
[REDACTED]@celticbank.com>

Subject: RE: QAR Escalations - Timing and Completeness

Hi [REDACTED]

Appreciate you reaching out and outlining Bank's concerns around QARs filings.

The gaps here have definitely been a result of the volume of cases, complexities of linked networks, and resource constraints. However, we are actively trying to solve for this from fixing issues in the QAR template to enhancing internal trackers for better prioritization and oversight. We are also continuing to add more resources to conduct fraud reviews.

Think it would be helpful to connect over a call and we can give you updates from our side and discuss the plan forward. We can discuss as part of the standing call tomorrow or happy to set up time per your availability.

Thanks,

From: [REDACTED]@celticbank.com>
Sent: Tuesday, March 30, 2021 9:56 AM
To: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>;
[REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>;
[REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]
[REDACTED]@celticbank.com>
Subject: QAR Escalations - Timing and Completeness
Importance: High

Hi folks,

I wanted to touch base with this group as we have growing concern about the timeliness and completeness of investigations and QARs from BlueVine. Under our BSA Standards, our partners have 30 days to investigate an account once you receive an alert (in this case, a grand jury subpoena, federal law enforcement request, etc.) to make the determination if the activity is questionable/confirm fraud. If confirmed, BlueVine needs to submit a QAR to us within that 30 day timeframe. Once we receive your QAR, we have 30 days to investigate to determine if the questionable activity is suspicious, and if it is suspicious, we have 30 days to draft the SAR and file it with FinCEN. This is the 30x30x30 rule that is industry standard.

I understand that the surge in fraud associated with PPP has strained all of our resources but we need to prioritize the timeliness and completeness of these reviews. Recently, we have had a lot of back and forth on incomplete QARs and this is putting us behind on our timeframes. Some back and forth occur over the course of several weeks, and therefore we are unable to accurately report suspicious activity within 30 days. We need to avoid this at all costs because it is a direct violation of law, which can lead to monetary fines and enforcement action under the worst case scenarios. Below are a few examples where we are running past the timeframes highlighted above. We do speak with the fraud team twice a week to get status updates, but we still are still coming up short.

- [REDACTED] - We sent this over to BV on 11/23/2020. Bluevine confirmed fraud on 12/01/2020. Celtic received the QAR on 02/08/2021. On 02/11/2020, Celtic notified Bluevine to formatting errors in the QAR. On 02/15/2021, Celtic followed up with Bluevine asking for the QAR fix. 02/16/2021, Bluevine confirmed that it was fixed. 02/18/2021, Celtic identified that date information was still missing. Bluevine only added the Declined/Cancelled dates on 02/19/2021. On 03/01/2021, Celtic followed up again asking for date information to be uploaded. On 03/03/2021, Bluevine indicated that they would amend the existing QAR, which also included new clients. On 03/09/2021 Celtic followed up again as the dates were still not correct. On 03/11/2021, Bluevine indicated that the amended QAR was uploaded. On 03/12/2021, Celtic identified that information was still missing from the amended QAR, to which Bluevine confirmed they had fixed the same day. On 03/15/2021, Celtic confirmed that the changes promised on 03/12/2021 were not made. On 03/16/2021 Bluevine uploaded an amended QAR with Celtic's

requested information and that same day Celtic identified that Bluevine had removed borrower information from the QAR but left the documentation still within the file. Bluevine readded the information to the QAR on 03/16/2021.

- [REDACTED] – Celtic sent request over on 01/22/2021. Bluevine submitted the QAR on 02/10/2021. On 03/05/2021, Celtic sent a request to Bluevine letting them know that there was a significant amount of information from the QAR missing. Bluevine never responded. We followed up on 03/15/2021. On 03/16/2021, Bluevine uploaded an amended QAR. On 03/18/2021, Celtic followed up again letting Bluevine know that documentation was still missing. On 03/22/2021, the files were uploaded.
- [REDACTED] – Celtic sent the request on 12/02/2020. On 12/16/2020, Bluevine confirmed fraud. On 02/10/2021 Bluevine finally submitted the QAR. On 02/18/2021, Celtic followed up with Bluevine on pending review dates in the QAR. On 02/18/2021, Bluevine indicated QAR was fixed but the QAR was not uploaded until 03/03/2021. On 03/09/2021, the dates were still not fixed and Celtic followed up again. On 03/11/2021, Bluevine indicated that amended QAR was uploaded but on 03/12/2021 when Celtic checked, it had not been uploaded. On 03/15/2021, Celtic followed up with Bluevine again about the amended QAR not being uploaded. On 03/16/2021, Bluevine uploaded the QAR.
- [REDACTED] – Alerted BV on 11/03/2020, did not received QAR until 12/21/2020.
- [REDACTED] Alerted BV on 11/09/2020, did not received QAR until 12/14/2020.
- [REDACTED] – Alerted BV on 02/17/2021, did not receive QAR until 03/25/2021.

We need to come up with an action plan for this issue since we have potential violations. Please let me know if you would like to set up a meeting to discuss.

Thanks,

[REDACTED]

Vice President - Compliance



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111

Tel: [REDACTED]

Fax: 801 303 1930

Web: www.celticbank.com



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Re: BV PPP Fraud

From: [REDACTED]@celticbank.com>
To: [REDACTED]@celticbank.com>, [REDACTED]@celticbank.com>, [REDACTED]@celticbank.com>
Date: Thu, 18 Jun 2020 19:26:44 -0600

We just confirmed the wind down plan with BV in a call at 4pm today, in line with our internal discussion at 9 am this morning. My understanding is they have agreed to stop funding through Regions. [REDACTED] is already off the grid until Monday.

I think we need to stick to the plan we agreed to with Bluevine, arrived at after much discussion internally and with our partner.

Get [Outlook for iOS](#)

From: [REDACTED]@celticbank.com>
Sent: Thursday, June 18, 2020 6:02 PM
To: [REDACTED]
Subject: FW: BV PPP Fraud

All,

In reviewing fraud referrals today for BV PPP loans, a few observations of concern:

1. A PPP loan in the name of a business funded to a personal account – a control BV was to have deployed a few weeks ago. I asked that BV root cause the issue to determine whether it was isolated or systemic.
2. A typical recent fraud referral reason (provided by banks where PPP loan proceeds in the \$21,000 sole prop range) is that loan proceeds do not correspond with historical activity in the account. The BV investigation typically discovers altered tax docs. I asked BV to specify preventive controls.
3. Last Friday, BV agreed to evaluate and likely stop processing Regions Bank routing numbers. We have seen fraud at Regions in the 15-20% range. I followed up via email with [REDACTED] a few times this week with no response. The Regions Bank referrals continue and today I asked BV to stop processing loans associated with Regions Bank routing numbers.

As we approach the end of this PPP funding cycle, I'm have growing concern about the share of bad actors in the remaining pool of applicants. The only data I have to support my concern is the increase in the number of fraud referrals over this last week.

I think we should consider moving up the last day for accepting applications to tomorrow.

We can discuss.

Thanks



Chief Risk Officer



268 S. State Street

Suite 300

| Salt Lake City

| UT

| 84111

Tel:

801 303 1930

Fax:

Web:

<https://celticbank.com>



RE: Fraud at Regions

From: [REDACTED]@celticbank.com>
To: [REDACTED]@celticbank.com>
Date: Fri, 19 Jun 2020 09:07:50 -0600

Yes, and I will follow up today with BV response to other gaps we discussed...

[REDACTED]
Chief Risk Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]
Fax: [801 303 1930](tel:8013031930)

Web: <https://celticbank.com>



From: [REDACTED]@celticbank.com>
Sent: Friday, June 19, 2020 9:06 AM
To: [REDACTED]@celticbank.com>
Subject: RE: Fraud at Regions

[REDACTED]

I'm glad to hear that. Obviously there are strong opinions about keeping the Wednesday date, and I am inclined to allow that to proceed, but am very glad you have thrown down a "marker" related to your concerns. We should remain diligent in reviewing there new loans, and set the stage for our expectations going forward. Are you ok with that?

Thanks

[REDACTED]
Chief Executive Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]
Fax: [801 303 1912](tel:8013031912)

Web: <https://celticbank.com>



From: [REDACTED]@celticbank.com>
Sent: Friday, June 19, 2020 8:54 AM
To: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>;

[REDACTED]@celticbank.com>

Subject: FW: Fraud at Regions

Received confirmation this morning that Regions Bank routing numbers have been blocked for PPP loans...

[REDACTED]

Chief Risk Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111

Tel: [REDACTED]
Fax: [801 303 1930](tel:8013031930)

Web: <https://celticbank.com>



From: [REDACTED]@bluevine.com>

Sent: Friday, June 19, 2020 8:23 AM

To: [REDACTED]@celticbank.com>

Cc: PPP Fraud <[REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>

Subject: Re: Fraud at Regions

Thank you [REDACTED] Confirming this has been implemented and the routing numbers have been blocked from receiving funding.

Warmly,

[REDACTED]

Head of Credit Operations
[REDACTED]@bluevine.com



On Thu, Jun 18, 2020 at 4:14 PM [REDACTED]@celticbank.com> wrote:

[REDACTED]



Chief Risk Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111

Tel: [Redacted]
Fax: 801 303 1930

Web: <https://celticbank.com>



From: [Redacted]@bluevine.com>
Sent: Thursday, June 18, 2020 1:29 PM
To: [Redacted]@celticbank.com>
Cc: PPP Fraud <[Redacted]@bluevine.com>; [Redacted]@bluevine.com>; [Redacted]@bluevine.com>; [Redacted]@celticbank.com>; [Redacted]@celticbank.com>; [Redacted]@celticbank.com>; [Redacted]@celticbank.com>; [Redacted]@celticbank.com>; [Redacted]@celticbank.com>

Subject: Re: Fraud at Regions



We are working on this now and one of us will circle back with you with an update as soon as feasible.

Thanks,



Head of Credit Operations
[Redacted]@bluevine.com



On Thu, Jun 18, 2020 at 3:10 PM [Redacted]@celticbank.com> wrote:

All,

Given the level of fraud we are seeing through Regions Bank, it seems appropriate to no longer fund PPP loans to applicants who bank at Regions. If loan eligibility for the Regions routing numbers have not already been turned off, can you do it immediately?

Thanks



Chief Risk Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111

Tel: [Redacted]

Fax: 801 303 1930

Web: <https://celticbank.com>



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RE: Fraud analysis and proposed measures - Celtic applications

From: [REDACTED]@celticbank.com>
To: [REDACTED]@celticbank.com>
Date: Mon, 08 Jun 2020 14:40:09 -0600

I think the new measures are significant enhancements and will help reduce fraud risk going forward. We'll continue to watch it and see if we feel additional controls are needed, such as additional KYC on the business...

[REDACTED]
Chief Risk Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]
Fax: [801 303 1930](tel:8013031930)

Web: <https://celticbank.com>



From: [REDACTED]@celticbank.com>
Sent: Monday, June 8, 2020 1:52 PM
To: [REDACTED]@celticbank.com>
Subject: Re: Fraud analysis and proposed measures - Celtic applications

So, how do you feel about the new controls.?

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From: [REDACTED]@celticbank.com>
Sent: Monday, June 8, 2020 1:10:57 PM
To: [REDACTED]@celticbank.com>
Cc: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Subject: FW: Fraud analysis and proposed measures - Celtic applications

FYI – BV has completed analysis regarding fraud on PPP and will strengthen fraud controls moving forward. [REDACTED] provides a nice summary below...

[REDACTED]
Chief Risk Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]
Fax: [801 303 1930](tel:8013031930)



Web: <https://celticbank.com>



From: [REDACTED] <[REDACTED]@bluevine.com>

Sent: Sunday, June 7, 2020 2:30 PM

To: [REDACTED] <[REDACTED]@celticbank.com>; [REDACTED] <[REDACTED]@celticbank.com>; [REDACTED] <[REDACTED]@celticbank.com>; [REDACTED] <[REDACTED]@celticbank.com>

[REDACTED] <[REDACTED]@bluevine.com>; [REDACTED] <[REDACTED]@bluevine.com>; [REDACTED] <[REDACTED]@bluevine.com>

Cc: PPP Fraud <[REDACTED]@bluevine.com>; [REDACTED] <[REDACTED]@bluevine.com>; [REDACTED] <[REDACTED]@bluevine.com>; [REDACTED] <[REDACTED]@bluevine.com>

Subject: Fraud analysis and proposed measures - Celtic applications

Your attachments have been security checked by Mimecast Attachment Protection. Files where no threat or malware was detected are attached.

Hi all,

we have completed our fraud analysis and our internal alignment on the measures we're looking to implement to further address fraud in our system.

Below you can find both the analysis and the expected impact. Attached you can find our Celtic-specific working file.

Bottom lines of our proposed change (impact based on past 2 weeks of applications):

- Auto-reject 78% of the fraud applications not previously rejected, along with 91% of the fraud applications previously manually rejected. In addition we will require manual review of an additional 9% of the fraud applications we previously approved. The impact of these measures on good funding would be a 43% reduction.
- The Bluevine team is already in the process of incorporating it into our work processes, and should be able to have this live by Monday morning for new applications, and complete the rejection of all clients already in our backlog by Wednesday (we will put in measures to prevent the approval of these applications in the interim).

A few things to note before diving in:

1. Research was done on data from 06/05. Additional fraud claims and fundings happening afterwards are not included.
2. Research focused only on Applications that have either been approved or rejected by Bluevine. Research file does not include applications still pending review.
3. Research was performed on applications for both Celtic and CRB, and proposed measures will be implemented on both. Provided data has been limited to Celtic applications only, and anonymized from including any PII.
4. The Bluevine team is already in the process of incorporating it into our work processes, and should be able to have this live by Monday morning for new applications, and complete the rejection of all clients already in our backlog by Wednesday (we will put in measures to prevent the approval of these applications in the interim).
5. Applications identified as good in this analysis might include funded applications that have not been reported as fraud as of yet.
6. While proposed measures will be very impactful on our good volume, we believe the measures proposed will allow us to invest more of our efforts towards lower risk clients and therefore gain back part of the good volume through operational efficiency

Full research summary:

A. general trend based on application week

We are seeing a significant increase in the proportion of fraud applications as the program progressed. While we are seeing a proportional increase in fraud applications we have been able to reject upfront, the levels of fraud in the system over the past few weeks are of sufficient concerns for us to now wish to take significantly more decisive action, as detailed below.

In [table A](#) you can see the ratio of fraud applications by each application calendar week (16 is the week starting 04/13, 23 is the week starting 06/01):

Row Labels	Fraud-approved	fraud-rejection	Good-approved	Other - approved	Other-rejection	Grand Total
16	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%
17	0.09%	0.55%	50.35%	0.07%	48.94%	100.00%
18	0.07%	0.38%	60.74%	0.05%	38.75%	100.00%
19	0.13%	0.38%	72.99%	0.08%	26.42%	100.00%
20	0.37%	1.65%	79.40%	0.17%	18.41%	100.00%
21	0.79%	1.90%	84.00%	0.18%	13.13%	100.00%
22	1.06%	3.54%	86.18%	0.19%	9.03%	100.00%
23	0.58%	4.45%	87.93%	0.09%	6.96%	100.00%
Grand Total	0.27%	1.12%	66.63%	0.09%	31.90%	100.00%

- Fraud - approved: Fraudulent or suspected fraudulent applications Bluevine was not able to detect prior to submitting to Celtic
- Fraud - rejected: Fraudulent or suspected fraudulent applications Bluevine and Celtic were able to prevent from funding upfront
- Good - approved: Applications Bluevine and Celtic have funded and have not been identified as fraudulent as of yet
- Other - approved: Applications Bluevine has been able to approved but have not been funded yet
- Other - rejections: Applications that have been rejected or canceled for non-fraud reasons

B. proposed measures

To help reduce the levels of fraud in the system, deter future fraud attempts, and sustain operational efficiencies bluevine is proposing making the following changes to the program:

1. Auto reject all applications who receive a suspicious score from emailage (fraud review / data entry review) without giving the applicant option to remedy
2. Auto reject all applications who receive a suspicious score from Giact (gVerify: bad / no data | gAuthenticate for business name: CA21- known mismatch | gAuthenticate for owner name: CA21 - known mismatch) without giving applicant option to remedy
3. Auto reject all applications who are using a high risk RTN (including Navy Federal) or IP based on identified involvement of those elements with fraud attacks without giving the applicant option to remedy
4. Manually review all applications with offer of \$250K or more who are not auto-rejected by previous logics

By auto-rejecting the majority of these applications we will free up capacity on our fraud investigation team to perform more in-depth analysis of the cases reaching their desk, while allowing the remainder of our team to focus their efforts on other lower-risk applications.

You can find each individual measure analysis table under the analysis tab in the attached file (tables b1-7).

C. Impact of proposed measures

Overall, the impact of the proposed measures based on applications from the past 2 weeks would be to auto-reject 78% of the fraud applications not previously rejected, along with 91% of the fraud applications previously rejected. In addition we will manually review an additional 9% of the fraud applications we previously approved.

The impact of these measures on good funding would be a 43% reduction, though we are confident we will be able to regain portions of this volume by re-allocating our internal resources to focus more efforts on lower-risk applications.

In table C below you can see the proportional impact on applications from the past 2 weeks:

Row Labels	Fraud-approved	fraud-rejection	Good-approved	Other - approved	Other-rejection	Grand Total
auto-reject	78.46%	90.79%	43.02%	54.55%	43.91%	45.29%
manual review	9.23%	3.62%	1.16%	0.00%	2.72%	1.45%
keep-as-is	12.31%	5.59%	55.81%	45.45%	53.37%	53.25%
Grand Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Please let us know if you have questions, thoughts or comments about these measures.

Thanks,



FW: PPP Fraud

From: [REDACTED]@celticbank.com>
To: [REDACTED]@celticbank.com>
Cc: [REDACTED]@celticbank.com>
Date: Fri, 15 May 2020 10:41:25 -0600

FYI – for new Celtic applicants, we are going to require existing customer or PLAID. [REDACTED] also asked that we review partners screening again to assess level of comfort. Not sure if you are available, by trying for meeting at 3pm

[REDACTED]
Chief Risk Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]
Fax: [801 303 1930](tel:8013031930)

Web: <https://celticbank.com>



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From: [REDACTED]@celticbank.com>
Sent: Thursday, May 14, 2020 6:46 PM
To: [REDACTED]@celticbank.com> [REDACTED]@celticbank.com>; [REDACTED]
[REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Subject: Re: PPP Fraud

Uhg. I agree with you. Let's make sure to discuss this in tomorrow's exec meeting.

Get [Outlook for iOS](#)

From: [REDACTED]@celticbank.com>
Sent: Thursday, May 14, 2020 6:21:09 PM
To: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]
[REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Subject: PPP Fraud

A few alerts from credit unions today on larger PPP Loans

- Navy Fed - \$1,518,887 to Suga Girl Customs LLC through BlueVine. BlueVine confirmed Fraud. Appears to be business credentials used to apply for a loan which was funded to an unrelated consumer account. Navy Fed committed to freeze funds and Letter of Indemnification is being provided...
- Pen Fed - \$1,626,250 to ENI underwritten internally – I sent bank statement and check copy used for underwriting to Pen Fed and they confirmed fraud. Letter of Indemnification has been provided - They have frozen ~\$700k remaining in the account and are helping us freeze another ~\$700k with Cap One Bank that was already disbursed.... Not sure where the balance went at this point...

Yesterday Radius Bank let us know of 7 questionable loans – [REDACTED] is reversing and we will provide LOI to Radius

- 4 under BlueVine \$73,972
- 3 underwritten internally ~ \$650k, waiting to hear from Radius if concern is loan name/funding account name mis-match

In my opinion, if we continue with new PPP applications we should take a fresh look at our customer diligence processes (both internal and with SLPs).

[REDACTED]

Chief Risk Officer



268 S. State Street

| Suite 300

| Salt Lake City

| UT

| 84111

Tel:

[REDACTED]

Fax:

[801 303 1930](tel:8013031930)

Web:

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Re: Restricted IP Address List

From: [REDACTED]@celticbank.com>
To: [REDACTED]@celticbank.com>, [REDACTED]@celticbank.com>
Cc: [REDACTED]@celticbank.com>, [REDACTED]@celticbank.com>, [REDACTED]@celticbank.com>
Date: Tue, 26 Jan 2021 18:11:09 -0700

Routing and transit number. Separate from IP address. These are bank routing and transit numbers where Bluevine experienced high ppp fraud. It would be good for us to leverage them as well. thanks

Get [Outlook for iOS](#)

From: [REDACTED]@celticbank.com>
Sent: Tuesday, January 26, 2021 5:30:04 PM
To: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Cc: [REDACTED]@celticbank.com>
Subject: FW: Restricted IP Address List

Hi [REDACTED]

What is an RTN? Do these coincide with the IP address like is reflected in the spreadsheet? Or are they something completely different.

Thanks,

[REDACTED]
Product Manager



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111

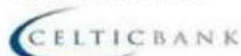
Feedback:

<https://celticonlineapp.azurewebsites.net/projectbugtask>



From: [REDACTED]@celticbank.com>
Sent: Tuesday, January 26, 2021 3:46 PM
To: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>
Subject: FW: Restricted IP Address List

[REDACTED]
Chief Risk Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111

Tel:

Fax: [801 303 1930](tel:8013031930)



<https://celticbank.com>



From: [REDACTED]@bluevine.com>
Sent: Monday, January 25, 2021 2:57 PM
To: [REDACTED]@celticbank.com>
Cc: [REDACTED]@bluevine.com>; [REDACTED]@bluevine.com>; PPP
Fraud <[REDACTED]@bluevine.com>; Investigations <[REDACTED]@celticbank.com>; [REDACTED]
[REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]
[REDACTED]@celticbank.com>
Subject: Re: Restricted IP Address List

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

[REDACTED] and team,

Please see attached the requested list of blocked IP addresses that we have implemented for PPP2. We have also included a list of RTNs that we have identified as high risk.

Please let us know if you have any questions.

Best,

[REDACTED]



[REDACTED]

Compliance Analyst
BlueVine | [REDACTED]

On Fri, Jan 22, 2021 at 5:34 PM [REDACTED]@bluevine.com> wrote:

Hi [REDACTED]

Thank you for the confirmation and for the context.

Our team is working on putting together this list. We will share it with you as soon as possible.

Best,

[REDACTED]



[REDACTED]

Compliance Analyst
BlueVine | [REDACTED]

On Fri, Jan 22, 2021 at 1:22 PM [REDACTED]@celticbank.com> wrote:

For context, we are hoping to use it to help identify potential fraud through the Celtic organic channel...

Thank you!

[REDACTED]
Chief Risk Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111

Tel: [REDACTED]
Fax: 801 303 1930

Web: <https://celticbank.com>



From: [REDACTED]@celticbank.com>

Sent: Friday, January 22, 2021 10:04 AM

To: [REDACTED]@bluevine.com>

Cc: [REDACTED]@bluevine.com>; [REDACTED]

[REDACTED]@bluevine.com>; PPP Fraud <[REDACTED]@bluevine.com>; Investigations

<[REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]

[REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>

Subject: RE: Restricted IP Address List

Yes.

Thank you,

[REDACTED], CAMS
Compliance Manager - BSA Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111

Tel: [REDACTED]

Web: <https://celticbank.com>



From: [REDACTED]@bluevine.com>

Sent: Friday, January 22, 2021 10:00 AM

To: [REDACTED]@celticbank.com>

Cc: [REDACTED]@bluevine.com>; [REDACTED]

[REDACTED]@bluevine.com>; PPP Fraud <[REDACTED]@bluevine.com>; Investigations

<[REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>; [REDACTED]

<[REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>

Subject: Re: Restricted IP Address List

Hi [REDACTED]

Can you please confirm that you are requesting all blocked IP addresses associated with Celtic clients?

Best,
[REDACTED]

[REDACTED]
Compliance Analyst
BlueVine | [REDACTED]

On Thu, Jan 21, 2021 at 7:23 PM [REDACTED]@celticbank.com> wrote:

[REDACTED] and team,

Can you please provide us with the list of IP addresses that Bluevine has restricted in their system for PPP2? We need this information as soon as possible.

Thank you,

[REDACTED], CAMS
Compliance Manager - BSA Officer


268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]

Web: <https://celticbank.com>



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PPP 2 Fraud Mitigation

Measures

High Level Overview, January 2021

General Flow

New Clients 1st / 2nd Draw

Existing BV Clients- 1st Draw

Existing BV Clients - 2nd Draw

RE: BV PP2 Fraud Overview

From: [REDACTED]@celticbank.com>

To: [REDACTED]@celticbank.com>, [REDACTED]
[REDACTED]@celticbank.com>

Date: Wed, 13 Jan 2021 08:50:55 -0700

Can you add me to the meeting? Also, please send questions over to [REDACTED] and [REDACTED]

[REDACTED]
Chief Risk Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]
Fax: [801 303 1930](tel:8013031930)

Web: <https://celticbank.com>



From: [REDACTED]@celticbank.com>

Sent: Wednesday, January 13, 2021 8:46 AM

To: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>

Subject: FW: BV PP2 Fraud Overview

This document isn't really clear to me so I have a lot of questions and I figured I'd pose them to each of you in preparation for our call this morning.

- [REDACTED]
- Repeat Offenders - what about previously identified IP addresses?
- What are the provided unwanted lists for business industries?
- BV states they will be doing a manual review for any loan amount over 150k? Who is doing that review?
- Are they reviewing documentation for alterations for any loan or just over 50k? Slide says "Suspicious values and loans over 50k"
- How are they matching name on bank account to name on application? They say they are using Gverify which only tells you if the account is open and valid. Why are we not using Gauthenticate?
- What is the risk tolerance for high risk email based on name connection to business and creation date? How old is the threshold we are willingly to accept?
- "Web email domains with no connection to business / owner and recent creation date" - So if I apply with my email hoopsandladders@gmail.com but my business is Bakers Dozen LLC and my name is [REDACTED], they would reject that because it doesn't match?
- What about duplicate email addresses across applications?
- Are they now checking good standing against the secretary of state?
- How are they validating that the business was in operation on February 15 2020?

Are they doing quality control to ensure that these automated processes are working properly as we go through this next round? If they are, what is the cadence of the reviews?

Thanks,

[REDACTED]

CAMS

Compliance Manager - BSA Officer



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]

Web: <https://celticbank.com>



From: [REDACTED]@celticbank.com>

Sent: Tuesday, January 12, 2021 8:04 PM

To: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>;

[REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>

Cc: [REDACTED]@celticbank.com>

Subject: RE: BV PP2 Fraud Overview

Hi Team,

Can we get some written questions on this back over to BV early tomorrow?

Thanks,

[REDACTED] CRCM

Vice President, Strategic Lending Partnerships



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111
Tel: [REDACTED]

From: [REDACTED]@celticbank.com>

Sent: Tuesday, January 12, 2021 10:25 AM

To: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>;

[REDACTED]@celticbank.com>

Cc: [REDACTED]@celticbank.com>; [REDACTED]@celticbank.com>

Subject: BV PP2 Fraud Overview

FYI. I haven't looked at it yet.

[REDACTED]

Vice President - Compliance



268 S. State Street | Suite 300 | Salt Lake City | UT | 84111

Tel: [REDACTED]

Fax: 801 303 1930

Web: www.celticbank.com



June, 2020

PPP Fraud Controls Overview

As Bluevine continues to participate in the Payment Protection Program (PPP) to help small businesses receive funding at the time of this pandemic, we are experiencing unprecedented demand for this. While we move to achieve our business objectives and help as many small businesses to receive funds, we also want to ensure we have sound controls in place to address and mitigate instances of fraud.

Though Bluevine maintains robust customer and user identity verification processes that is outlined in the 'KYC, KYB and Fraud Procedures', Bluevine is exploring and implementing, as needed, specific and tailored measures to address some instances of fraud that were flagged by the SBA and others, as part of the PPP applications.

Bluevine has systematically been tracking all fraud and suspected fraud cases very closely to quickly understand patterns and make adjustments in the risk logic as necessary. Few examples are illustrated below. All fraud escalations and findings are internally tracked.

Below is a brief summary of all the enhancements made to the internal fraud controls:

- Exiftool screening was implemented to filter out any doctored bank statements
- All loan amounts greater than \$500k were mandated to be manually reviewed (as of 05/24)
- All clients that had accounts with Navy Federal Credit Union with loan amounts greater than \$75k were also put it manual review queue (as of 5/24)
- Accounts with Emailage alert indicating new emails (less than 30 days) was also put through manual review.
- Any PPP application that was indicated to be connected to another application through the bank account number was also put through fraud review.
- Any application that has more than 3+ connections (in one of these: EIN, SSN or bank account number) to other existing clients or applications was also put through manual fraud queue

Illustration 1: Response for Navy Federal Credit Union Issue

Among the fraud cases that were being reviewed, Bluevine noticed that a meaningful portion of those cases had clients who had bank accounts at Navy Federal Credit Union (NFCU). Therefore, the Risk team took a closer look into all PPP applications with bank accounts at NFCU.

On May 24th 2020, our team analyzed the data and had following findings:

- In that week, Bluevine had ~70 daily applications with NFCU accounts, \$3M daily
- Only 9 were flagged as fraud. Out of that two were > 300K, the rest < 40k
- 90% of the clients with NFCU accounts had loan amounts exceeding 75k.

- Clients with NFCU accounts were about 1% of the entire PPP population both in number of clients and in qualified amounts.

After this analysis, the team randomly selected 10 applications for this and the samples indicated no signs of fraud. However, as a fraud mitigation measure, the team decided to start manually reviewing all PPP applications with loan amounts greater than 75k for clients with NFCU accounts. These are about ~7 a day in manual review.

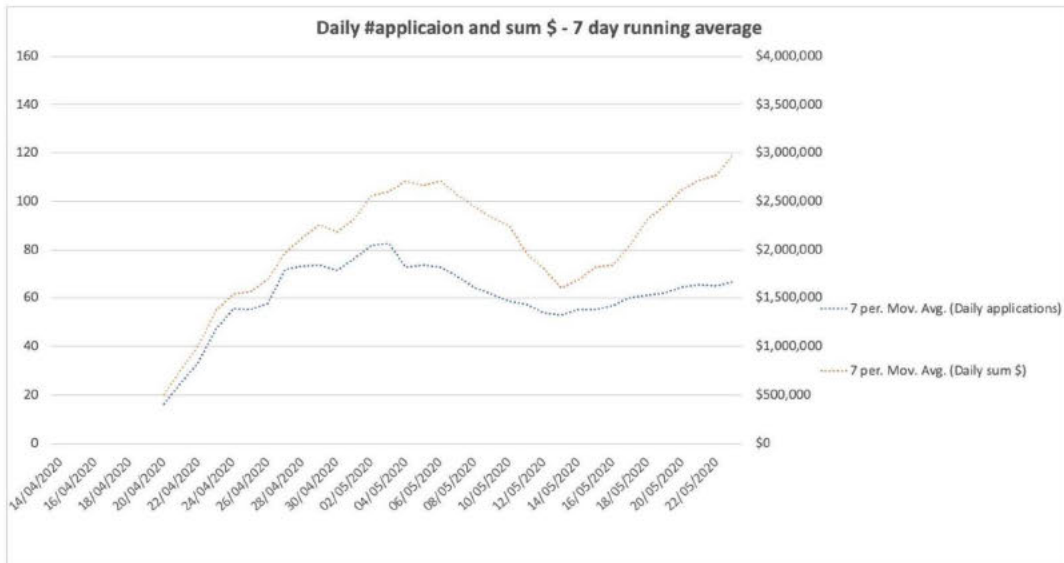


Illustration 2: Use of Personal Bank Account

Upon reviewing the fraud cases, Bluevine also noticed that some of the applications were approved where the client did not have a business checking account rather a personal bank account. These clients were not sole proprietors but corporations.

Therefore, the team looked into and implemented a solution to limit the bank name-matching to business name only in case of corporations. In other words, the bank beneficiary match using the client's name was only limited to sole-proprietors.

Illustration 3: Analysis on Giact Tool Usage

Bluevine also did analysis on bank account verification tool. The analysis showed that for the PPP population, GIACT provides us with the following responses:

- PASS (60% of cases)
- FAIL (6% of cases)

- NO DATA (2% of cases)
- NO RESPONSE (32% of cases).

When we get a FAIL response the application is rejected. For NO DATA / NO RESPONSE we try to match using the digitized business name (pr personal name in case of sole-proprietorships) plus account and routing numbers we find on the bank statement the user uploads. If that is unsuccessful, the client is sent to further review and asked for additional documentation such as voided checks.

Bluevine also contemplated on whether to reject the entire population that did not pass Giact (gAuthenticate). However, given that only 60% of applications are passed, it is probably not the best approach to reject the rest as these would have valid applications. We have other processes in place using the bank statements that we collect for name matching and other fraud controls listed above.

As this program continues, Bluevine Risk Team will continue to monitor these cases and patterns. Bluevine is diligently working with all its partners and banks where money was wired to make sure funds are reaching legit customers in a timely manner and rules are put in place to minimize instances of fraud even further.

July 20, 2020

COMPLIANCE COMMITTEE



Celtic Bank Compliance Committee
Meeting Agenda
July 20, 2020

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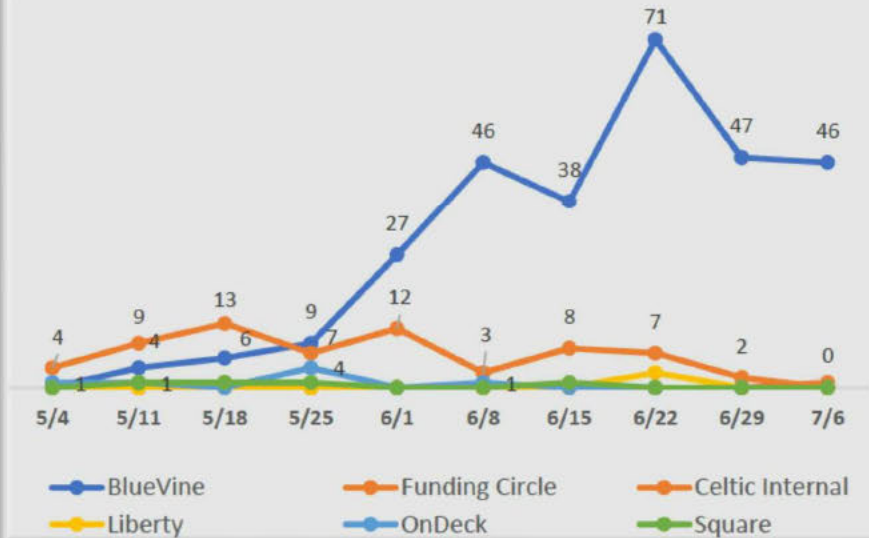
PPP Fraud

*as of 7/10/2020

Cases by Source



Confirmed Cases per Week

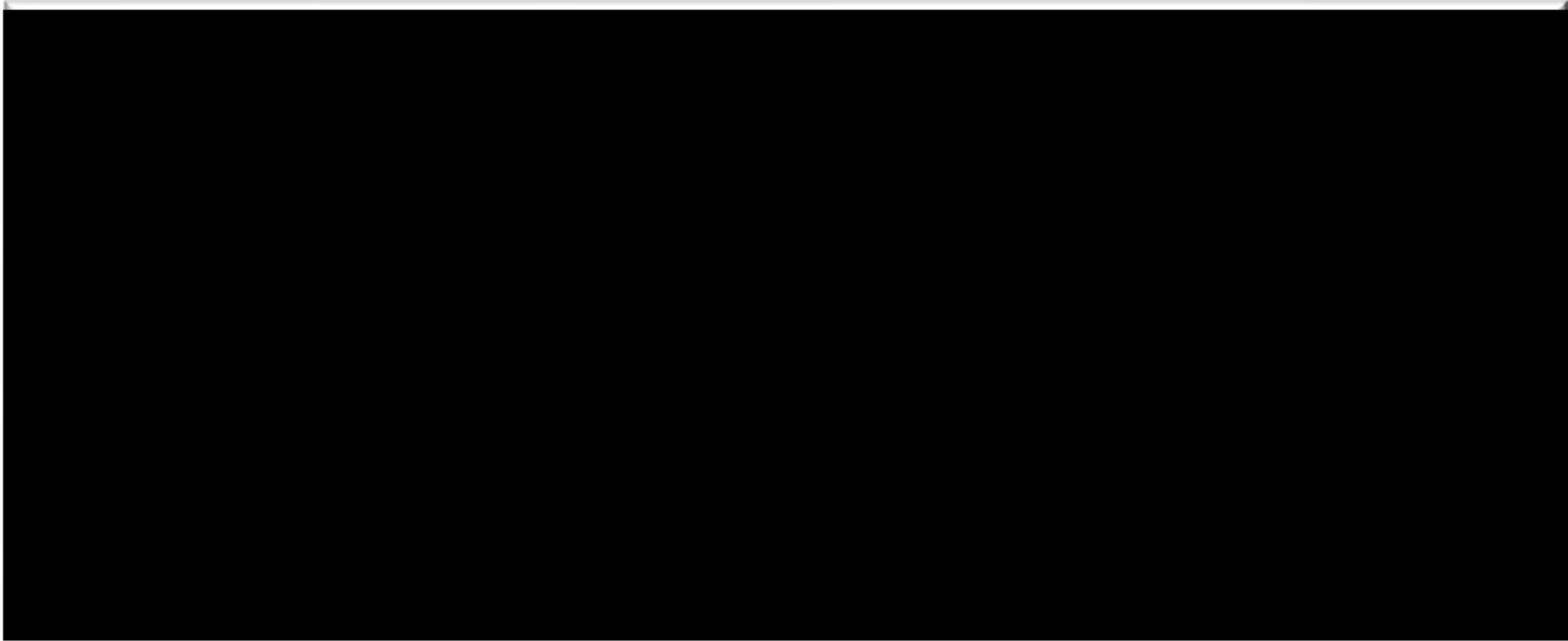


Confirmed Cases & Exposure by Partner

Channel	Total \$ Funded	# Loans Funded	Gross Fraud \$	Fraud Accounts Funded	% Gross Fraud \$	% Fraud Accounts	Current Exposure \$	% Net Fraud \$
BlueVine	2,218,381,419	60,093	50,737,422	292	2.3%	0.5%	37,299,380	1.7%
Funding Circle	139,914,333	1,175	625,000	1	0.4%	0.1%	9,103	0.0%
Celtic Internal	497,870,421	2,436	15,383,573	12	3.1%	0.5%	5,775,604	1.2%
Liberty	111,467,076	3,191	503,500	3	0.5%	0.1%	503,500	0.5%
OnDeck	42,720,700	1,177	146,800	3	0.3%	0.3%	146,800	0.3%
Square	895,953,988	84,691	574,383	3	0.1%	0.0%	574,383	0.1%
Total	3,906,307,937	152,763	67,970,678	314	1.7%	0.2%	44,308,770	1.1%

*Note: PPP Fraud Data reflected as of 7/10/2020 and is subject to change

2020 Fraud & BSA/AML



SAR/QAR Reporting

- PPP Fraud has increased QAR/SAR volumes significantly
- Filed [REDACTED] SARs in Q2 (received [REDACTED] QARs); [REDACTED] QAR to SAR rate
 - Highest concentration is with BlueVine
- Significant influx in law enforcement requests
 - Celtic specific case: [REDACTED]

Additional Reporting

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



Risk Committee Meeting

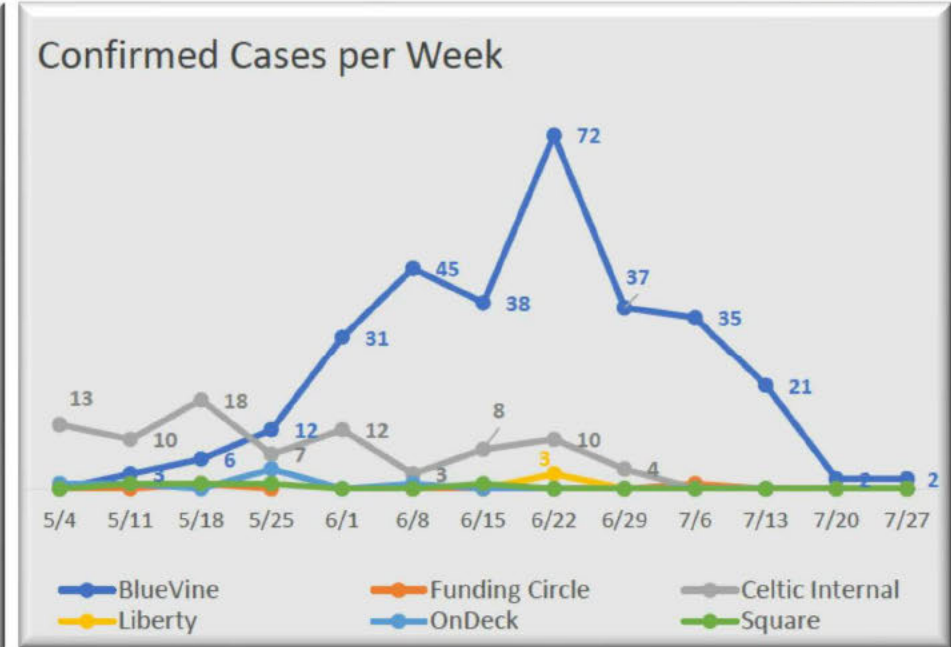
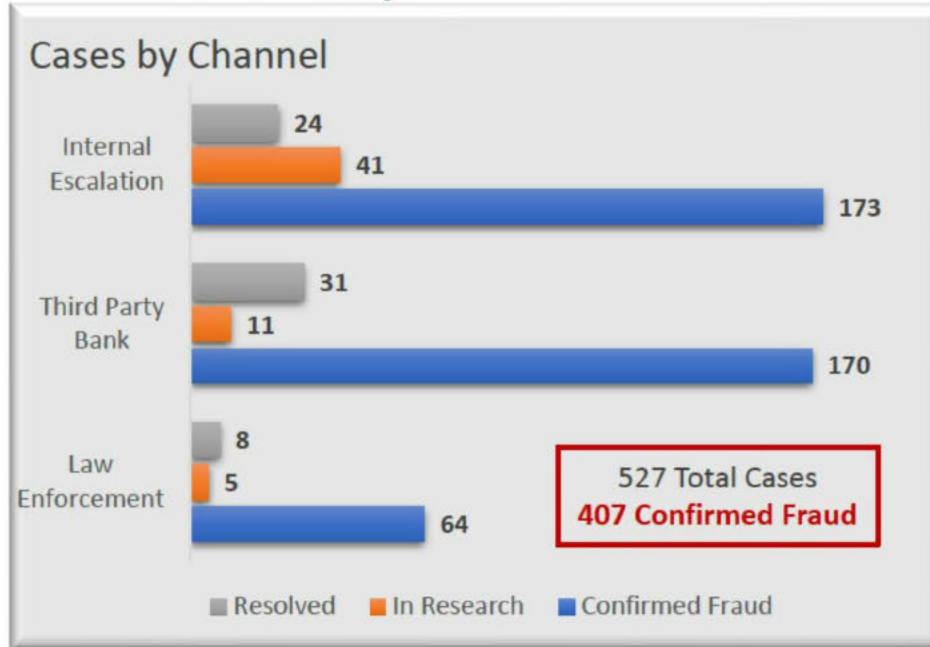
August 5, 2020

Celtic Bank
Risk Committee Meeting
Agenda
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[REDACTED]	[REDACTED]
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PPP Fraud Update

*as of 7/31/2020



Confirmed Cases & Exposure by Partner

Channel	Total \$ Funded	# of Loans Funded	Gross Fraud \$	Fraud Accounts Funded	% Gross Fraud \$	% Fraud Accounts	Current Exposure \$	% Net Fraud \$
BlueVine	\$2,218,381,419	60,791	\$57,367,991	302	2.59%	0.50%	\$41,544,351	1.87%
Funding Circle	\$139,914,333	1,175	\$625,000	1	0.45%	0.09%	\$ 9,103	0.01%
Celtic Internal	\$504,332,520	2,461	\$14,344,075	20	2.84%	0.81%	\$2,204,903	0.44%
Liberty	\$111,468,686	2,661	\$321,000	3	0.29%	0.11%	\$321,000	0.29%
OnDeck	\$42,745,100	1,180	\$211,900	3	0.50%	0.25%	\$211,900	0.50%
Square	\$896,392,508	84,704	\$574,383	3	0.06%	0.00%	\$0.00 ¹	0.00%
Total	\$3,913,234,566	152,972	\$73,444,349	332	1.88%	0.22%	\$44,291,257	1.13%

\$28.6MM Recovered

*Note: PPP Fraud Data as of 7/31/2020;
(1) No exposure for Square originations because loans have been sold to Square

Celtic_SSCC_R_000104

October 23, 2020

COMPLIANCE COMMITTEE

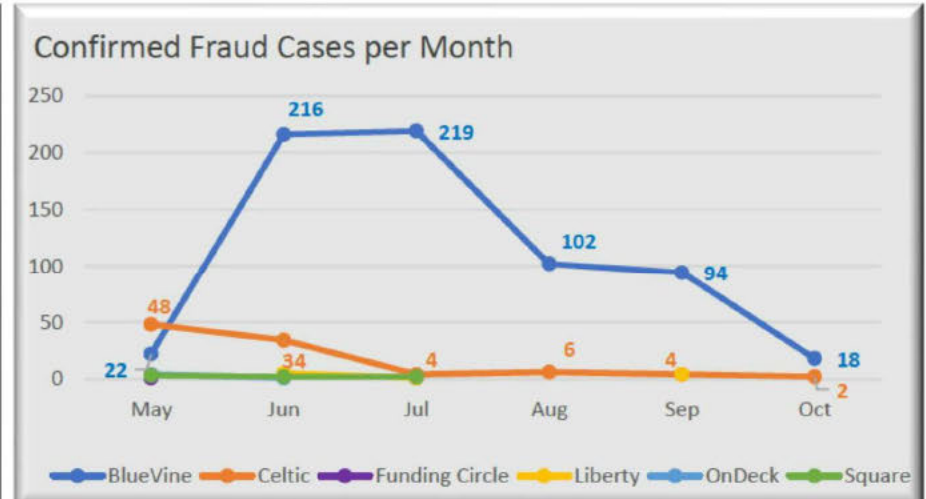
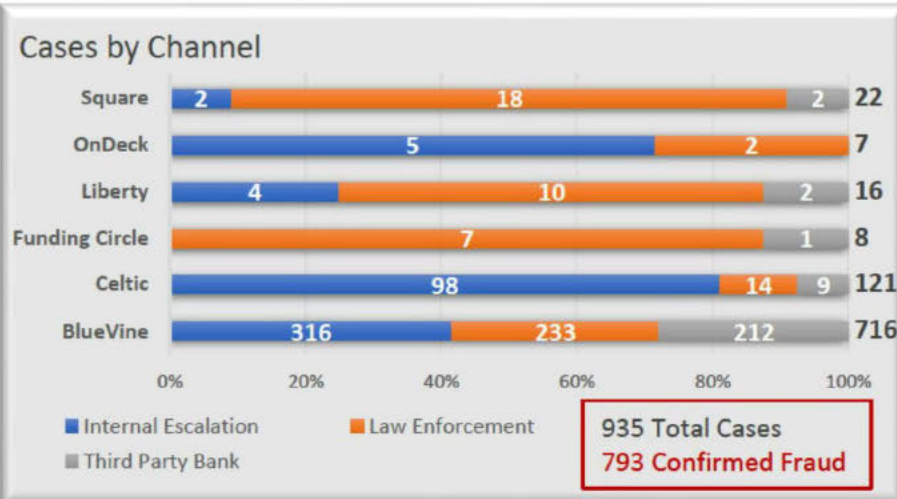


Celtic Bank Compliance Committee
Meeting Agenda
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[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

PPP Fraud

*as of 10/16/2020



Confirmed Cases & Exposure by Partner

Channel	Total \$\$ Funded	Gross Fraud	\$\$ Recovered	Current Exposure	% Exposure
BlueVine	\$2,218,381,419	\$116,090,863	\$26,618,102	\$89,472,761	4.03%
Funding Circle	\$139,914,333	\$2,608,680	\$615,897	\$1,992,783	1.42%
Celtic Internal	\$497,870,421	\$18,886,028	\$12,182,507	\$6,703,521	1.35%
Liberty	\$111,467,076	\$2,135,200	\$478,046	\$1,657,154	1.49%
OnDeck	\$42,720,700	\$111,300	\$ -	\$111,300	0.26%
Square	\$895,953,988	\$1,546,740	\$ -	\$ - *	0.00%
Total	\$3,906,307,937	\$141,378,811	\$39,894,552	\$99,937,519	2.56%



Key Points

- Third party Bank referrals significantly decreased since last report.
- Large increase in internal referrals driven by accounts being linked by IP addresses and law enforcement requests.
- Realigned compliance resources for additional support for responding to law enforcement requests for information, requests to Banks for returning funds, and investigations.

* Note: Square Current \$\$ Exposure is zero since all loans have been sold to Square

2020 Fraud & BSA/AML



SAR/QAR Reporting

- PPP Fraud has increased QAR/SAR volumes significantly
- Filed [REDACTED] SARs in July (received [REDACTED] QARs in [REDACTED] – [REDACTED] related to PPP Fraud)
- Filed [REDACTED] SARs in August (received [REDACTED] QARs – [REDACTED] related to PPP Fraud)
- Filed [REDACTED] SARs in September (received [REDACTED] QARs – [REDACTED] related to PPP Fraud)
- Highest concentration is with BlueVine
- Significant influx in law enforcement requests



[REDACTED] Late SARs filed since July 2020

- Delays in reviews from BlueVine; internal operational errors

April 23, 2021

COMPLIANCE COMMITTEE



Celtic Bank Compliance Committee

Meeting Agenda

April 23, 2021

Page

[Redacted text]

- 2021 ID Theft/Red Flags Prevention Program Update and Risk Assessment Results
- 2021 BSA/AML Program Update and Risk Assessment Results

5. PPP Fraud

[Redacted text]

[Redacted text]

[Redacted page numbers]

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ID Theft/Fraud Red Flags Prevention Program

2021 Red Flags Risk Assessment

completed 4/12/2021

Inherent Risk Ratings

Account Opening Methods	High
Account Access Methods	High
Overall Red Flag Occurrences	Moderate
Overall Inherent Risk	High

Residual Risk Ratings

Consumer Reporting Agency Alerts	Moderate-High
Suspicious Documents	Moderate-High
Suspicious Personal Identifying Information	Moderate-High
Unusual Use of/Suspicious Activity	Low-Moderate
Notices of Possible ID Theft	Moderate-High
Overall Residual Risk	Moderate-High

- Inherent and residual risk ratings both increased year-over-year primarily due to the significant fraud in the PPP portfolio.
- High Inherent risk driven primarily by online application processes.
- Bank and SLPs have sufficient preventative controls in place to confirm customers identity.
- Compliance implemented significant enhancement including centralizing all investigations within one team. Significant enhancements being made to QAR processes at Bank and SLPs.

2021 Program Update

- ID Theft/Fraud Red Flags risk increased from Moderate to Moderate-High risk year-over-year due to PPP.
- ~92% of Bank & CSP accounts opened via internet in 2020; posed high risk for identity theft. Flat over 2019, however, Celtic Direct loans originated via online application significantly increased with PPP, with the termination of the Kabbage relationship resulted in the offset.
- Fraud alerts on Credit Reports remain the most comment Red Flag at the Bank and SLPs. However, document manipulation went from a low to high occurrence rate due to PPP.



2021 BSA/AML Program

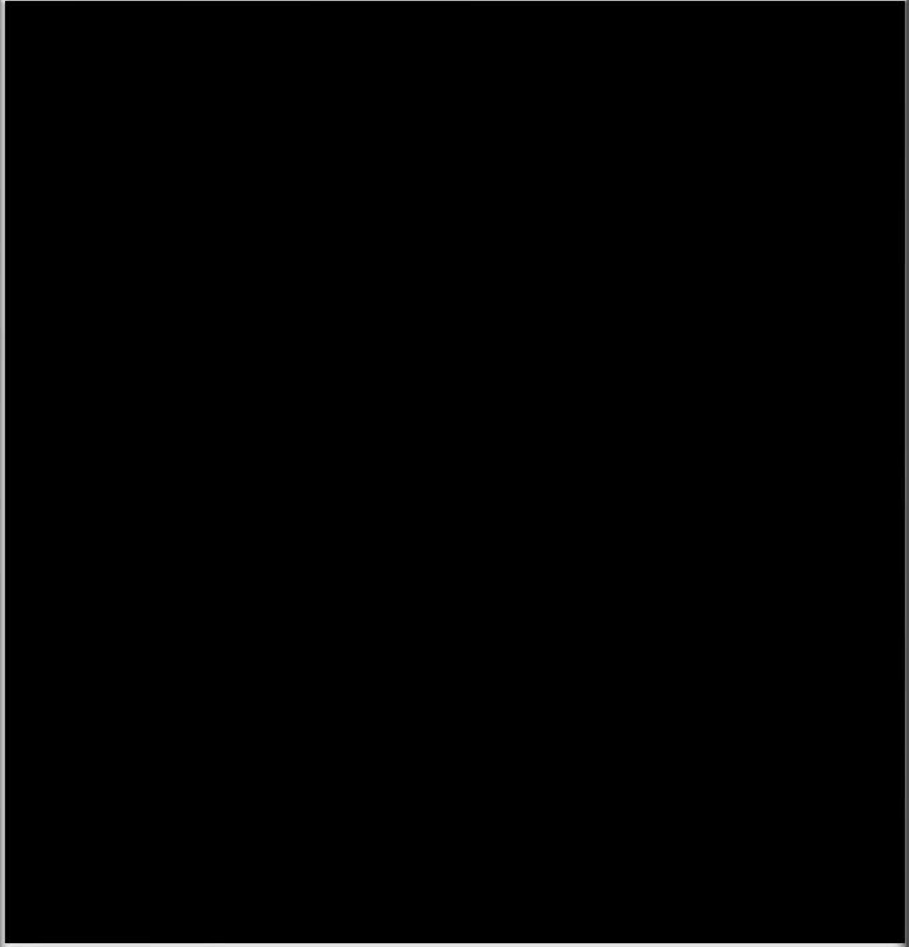
Key Points

SAR/QAR Reporting

- SARs filed in 1Q21
- QARs received from SLPs; primarily BlueVine
- SARs involved Celtic direct PPP loans
- Late SARs filed

Annual Program Update

- Celtic Bank BSA/AML Program & Policy up for 2021 renewal
- BSA Officer reappointed in July 2020
- 2021 AML/BSA/OFAC Risk Assessment updated (summary results below; see Appendix for details)
- 2020 AML/BSA/OFAC Bank Training: 100% complete
- 2020 audit finding trends: customer due diligence enhancements, QAR reporting, incomplete/insufficient training, policy/procedure enhancements needed
- Continued implementation of BSA standards at SLPs
- Consolidated OFAC screening



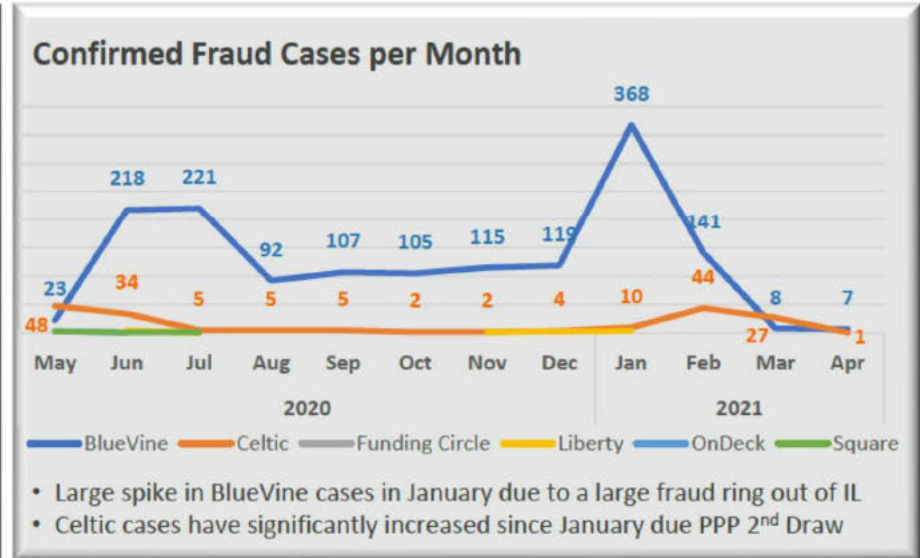
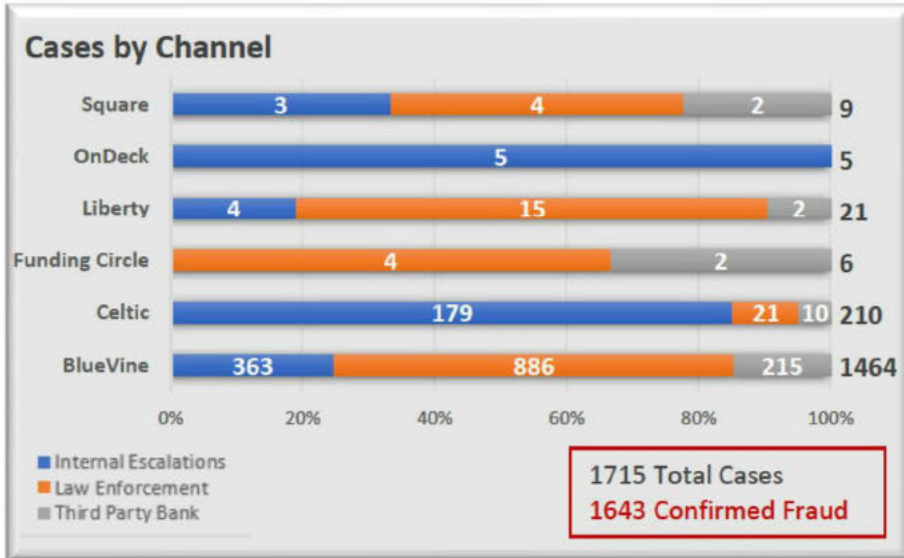
Risk Assessment Results

Regulatory Risk & Drivers	2020	2021	Trend
Bank Size & Structure	Moderate	Moderate	➡
Geography	Moderate	Moderate	➡
Customer Base	Moderate-High	Moderate-High	➡

Regulatory Risk & Drivers	2020	2021	Trend
Products & Services	Moderate	Moderate-High	⬆
Operations	Moderate-Low	Moderate	⬆
OFAC	Moderate	Moderate	➡

PPP Fraud

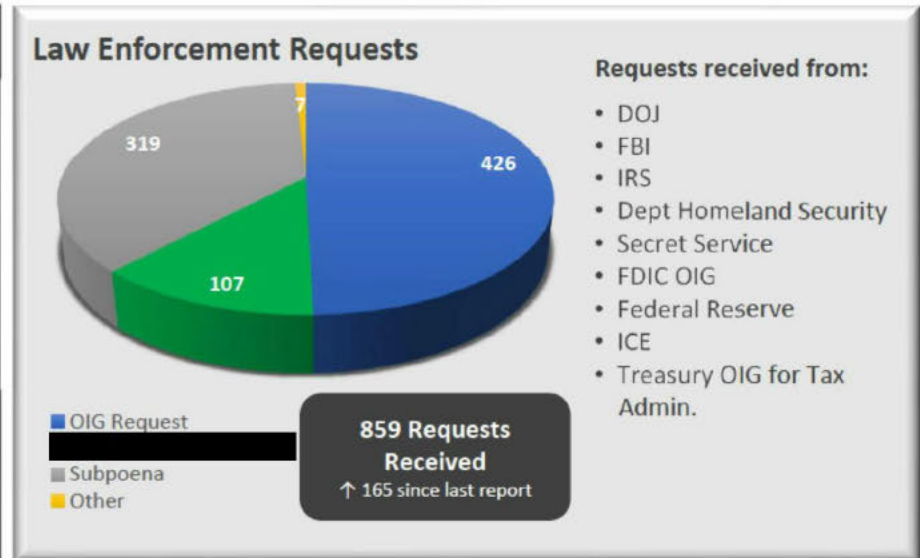
*as of 4/13/2021



Exposure and Rates

Partner	Total Fraud Exposure	\$\$ Recovered	Net Exposure	Total PPP Funded	% Net Fraud
BlueVine	\$188,098,518	\$36,913,089	\$ 151,185,429	\$2,639,508,224	5.73%
Celtic	\$30,972,617	\$13,498,430	\$17,474,187	\$691,029,437	2.53%
Funding Circle	\$2,130,438	\$1,433,793	\$ 696,645	\$117,757,668	0.59%
Liberty	\$3,562,500	\$587,343	\$2,975,157	\$105,040,676	2.83%
OnDeck	\$211,900	\$ -	\$211,900	\$42,737,900	0.50%
Grand Total	\$224,975,973	\$52,432,654	\$172,543,319	\$3,596,073,905	4.45%

- Gross fraud exposure has increased by \$35,342,341
- Additional \$3.6MM has been recovered
- Fraud rate has slightly decreased due to PPP Second Draw funding



* Note: Loans sold to Square have been excluded from exposure and fraud rates

PPP Fraud: First Draw vs. Second Draw

Current Fraud Exposure

	First Draw				Second Draw			
	Gross Fraud Exposure	# of Cases Funded	Total \$\$ Funded	Gross Fraud %	Gross Fraud Exposure	# of Cases Funded	Total \$\$ Funded	Gross Fraud %
BlueVine	\$187,738,685	1,391	\$2,199,949,027	8.54%	\$359,833	7	\$439,559,197	0.08%
Celtic	\$29,388,480	75	\$507,361,382	5.76%	\$1,584,137	6	\$183,668,055	0.86%

Identification of First Draw Fraud via Second Draw Applications

Confirmed fraud on 40 Accounts in connection with Second Draw (SD) applications where there was a funded First Draw (FD) Loan

<p style="text-align: center; margin: 0;">29 Celtic Direct Customers</p> <p style="margin: 5px 0;">FD Funded: 29 Loans \$7,558,890</p> <p style="margin: 5px 0;">SD Funded: 3 Loans \$813,237</p> <p style="text-align: center; margin: 10px 0;">Current Exposure: \$8,372,127</p>	<p style="text-align: center; margin: 0;">7 BlueVine Customers</p> <p style="margin: 5px 0;">FD Funded: 7 Loans \$601,725</p> <p style="margin: 5px 0;">SD Funded: 5 Loans \$211,833</p> <p style="text-align: center; margin: 10px 0;">Current Exposure: \$813,558</p>	<p style="text-align: center; margin: 0;">4 BlueVine FD Customers/ SD Celtic Direct Apps</p> <p style="margin: 5px 0;">FD BV Funded: 4 Loan \$1,110,760</p> <p style="margin: 5px 0;">SD Celtic Funded: 1 Loan \$690,072</p> <p style="text-align: center; margin: 10px 0;">Current Exposure: \$1,800,832</p>
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Total Current Exposure: \$10,986,517.00

Second Draw Process Enhancements

- Increased communication between Loan Processors and Fraud Team
- All Celtic Direct funding files screened through GIACT to ensure each borrower matches bank account information
- Enhanced & automated CIP processes using Lexis-Nexis
- 48 Cases of Confirmed fraud have been identified in Celtic Direct SD applications; 42 confirmed pre-funding
- Blacklisted IP addresses associated with known fraud both for BlueVine and Celtic Direct
- Increased front end controls at BlueVine including high-risk routing numbers, TLO and GIACT
- Implemented Fraud Dashboard to identify duplicate info in multiple apps:
 - IP Address
 - EIN
 - Bank Account Numbers
 - Mailing Addresses
 - Phone Numbers
 - Loan Amounts



Risk Committee Meeting

May 18, 2021

Celtic Bank
Risk Committee Meeting
Agenda
 May 18, 2021

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PPP Fraud

as of 5/11/2021

Exposure and Rates

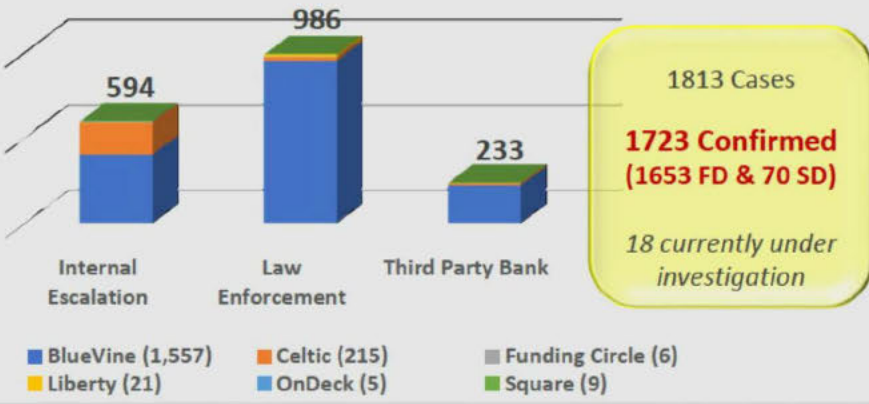
* Note: Loans sold to Square have been excluded from exposure and fraud rates

1st DRAW		Gross Exposure	\$\$ Recovered	Net Exposure	Total FD \$\$ Funded	Gross %	Net %
	BlueVine	\$191,011,504.00	\$38,897,533.63	\$152,113,970.37	\$2,199,949,027.00	8.68%	6.91%
Celtic	\$30,764,091.97	\$13,342,255.67	\$17,421,836.30	\$507,361,382.19	6.06%	3.43%	
Funding Circle	\$2,130,438.00	\$1,433,793.20	\$696,644.80	\$117,757,668.46	1.81%	0.59%	
Liberty	\$3,562,500.00	\$582,842.99	\$2,979,657.01	\$105,040,676.00	3.39%	2.84%	
OnDeck	\$211,900.00	\$0.00	\$211,900.00	\$42,737,900.00	0.50%	0.50%	
	\$227,680,433.97	\$54,256,425.49	\$167,617,537.48	\$2,972,846,653.65	7.66%	5.83%	

2nd DRAW		Gross Exposure	\$\$ Recovered	Net Exposure	Total SD \$\$ Funded	Gross %	Net %
	BlueVine	\$567,242.00	\$23,627.94	\$543,614.06	\$468,318,163.00	0.12%	0.12%
Celtic	\$1,604,970.00	\$789,221.58	\$815,748.42	\$191,769,768.77	0.84%	0.43%	
	\$2,172,212.00	\$812,849.52	\$1,359,362.48	\$660,087,931.77	0.33%	0.21%	

PPP TOTAL		Gross Exposure	\$\$ Recovered	Net Exposure	Total PPP Funded	Gross %	Net %
	BlueVine	\$191,578,746.00	\$38,921,161.57	\$152,657,584.43	\$2,668,267,190.00	7.18%	5.72%
Celtic	\$32,369,061.97	\$14,131,477.25	\$18,237,584.72	\$699,131,150.96	4.63%	2.61%	
Funding Circle	\$2,130,438.00	\$1,433,793.20	\$696,644.80	\$117,757,668.46	1.81%	0.59%	
Liberty	\$3,562,500.00	\$582,842.99	\$2,979,657.01	\$105,040,676.00	3.39%	2.84%	
OnDeck	\$211,900.00	\$0.00	\$211,900.00	\$42,737,900.00	0.50%	0.50%	
	\$229,852,645.97	\$55,069,275.01	\$174,783,370.96	\$3,632,934,585.42	6.33%	4.81%	

Fraud Cases



Confirmed Cases per Month



- Large spike in BlueVine cases in January due to a large fraud ring in IL
- Celtic cases significantly increased since January due PPP 2nd Draw
- Detected fraud on 51 SD Apps resulting in fraud confirmation on FD Loan

PPP 2021: Added Fraud Prevention Measures

As part of BlueVine's preparation for the 2021 round of PPP, BlueVine added the following enhancements to its pre-existing fraud prevention measures:

