

LEAD SUPPLY AGREEMENT

This Lead Supply Agreement (this "Agreement") is entered into as of October 15, 2025 ("Effective Date") by and between:

CO Home Finance LLC, a Colorado corporation with its principal place of business at 1615 Pennsylvania St, Denver, CO 80203 ("Supplier"),

and

LendingClub Corporation, a Delaware corporation with its principal place of business at 595 Market Street, Suite 200, San Francisco, CA 94105 ("Lender").

RECITALS

- A. Supplier operates a consumer-facing mobile application (the "App") that facilitates loan matching by collecting loan applications from prospective borrowers and supplying qualified leads to licensed financial institutions.
- B. Lender is a duly licensed consumer finance company authorized to originate unsecured personal loans in multiple U.S. states, holding all required NMLS and state-specific lending licenses.
- C. Supplier desires to supply Lender with high-quality consumer leads ("Leads") generated through legitimate marketing channels via the App, and Lender desires to purchase such Leads for loan origination purposes.
- D. The parties wish to establish the terms for lead supply, data protection, payment, and compliance with applicable U.S. federal and state laws.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 "Lead" means a complete consumer loan application submitted via the App containing: (i) full name, (ii) email address, (iii) phone number, (iv) physical address, (v) requested loan amount (\$500-\$5,000), (vi) employment/income data, and (vii) consent to data sharing.

1.2 "Qualified Lead" means a Lead that: (a) meets Lender's criteria in Schedule A; (b) originates from U.S. residents aged 18+; (c) includes valid user consent; (d) passes fraud detection; and (e) is delivered within 24 hours of submission.

1.3 "App" means Supplier's iOS/Android mobile application available at [App Store/Google Play links].

2. LEAD SUPPLY AND ACCEPTANCE

2.1 Supply. Supplier shall deliver Qualified Leads to Lender via secure API endpoint [api.lender.com/leads] or SFTP in JSON format per Schedule B.

2.2 Volume. Minimum 100 Qualified Leads per month; maximum 5,000 unless otherwise agreed.

2.3 Acceptance. Lender shall review each Lead within 48 hours and notify Supplier of acceptance/rejection via API response. Rejected Leads do not qualify for payment.

3. PAYMENT TERMS

3.1 Pricing. Lender shall pay Supplier per Schedule A:

- Tier 1 (Loan \$500-1,500): \$25 per Qualified Lead
- Tier 2 (Loan \$1,500-3,000): \$45 per Qualified Lead
- Tier 3 (Loan \$3,000+): \$65 per Qualified Lead

3.2 Payment Schedule. Net 30 days via ACH/wire transfer to [Supplier bank details]. Late payments accrue 1.5% monthly interest.

3.3 Reporting. Weekly lead delivery reports + monthly payment reconciliation via shared dashboard.

3.4 Deductions. Lender may deduct chargebacks (duplicate leads, fraud) up to 5% of monthly volume.

4. DATA PROTECTION AND COMPLIANCE

4.1 Supplier Representations. Supplier warrants: (a) all Leads obtained with explicit user consent via App disclosures; (b) compliance with TCPA (no unsolicited calls/texts); (c) CAN-SPAM compliance; (d) no incentivized traffic; (e) App displays clear "licensed lender matching" disclosure.

4.2 Lender Representations. Lender warrants: (a) holds active NMLS ID and state licenses for all target GEOs; (b) processes Leads only for legitimate loan underwriting; (c) no resale of Leads without consent.

4.3 CCPA Compliance. Supplier = Data Controller; Lender = Data Processor. Lender shall honor user requests for access/deletion within 45 days.

4.4 Lead Quality Standards. No Leads from: spam, bots, incentivized traffic, prohibited states, or known fraud sources.

5. TERM AND TERMINATION

5.1 Initial Term. 12 months from Effective Date, auto-renewing for successive 12-month periods.

5.2 Termination. Either party may terminate: (a) 60 days written notice; (b) immediately for material breach (10-day cure period); (c) bankruptcy/insolvency.

5.3 Post-Termination. Lender pays for all accepted Leads delivered prior to termination. 30-day data deletion obligation.

6. CONFIDENTIALITY

6.1 "Confidential Information" includes Leads, pricing, API keys, business metrics, user data, this Agreement.

6.2 Obligations. Mutual NDA; protect, limit disclosure, use only for Agreement purposes, return/destroy upon termination.

6.3 Survival. 5 years post-termination.

7. INDEMNIFICATION

7.1 Mutual. Each party indemnifies the other against third-party claims arising from its breach of this Agreement, willful misconduct, or violation of applicable laws.

7.2 Procedure. Prompt notice, defense control, reasonable cooperation.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 Delaware law governs without conflicts principles.

8.2 Exclusive jurisdiction: Delaware state/federal courts, Wilmington.

8.3 Arbitration Option: AAA Commercial Rules, Wilmington DE.

9. MISCELLANEOUS

9.1 Independent Contractors. No agency/partnership created.

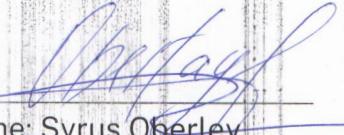
9.2 Assignment. Consent required.

9.3 Force Majeure. Excused for events beyond control.

9.4 Entire Agreement. Supersedes prior understandings.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date.

CO Home Finance LLC

By: 

Name: Syrus Oberley

Title: CEO

Date: 

Lending Club Corporation

By: 

Name: Amanda Smith

Title: VP Lending

Date: 

SCHEDULE A: PRICING AND LEAD CRITERIA

1. PRICING TIERS (per Qualified Lead)

Loan Amount Requested	Payout	States Allowed
\$500 - \$1,499	\$25	All 32 states*
\$1,500 - \$2,999	\$45	All 32 states*
\$3,000 - \$5,000	\$65	18 states**

*All 32 states: AL, AZ, CA, FL, GA, IL, IN, KS, KY, LA, MI, MN, MO, MS, NV, NM, NC, OH, OK, OR, PA, SC, TN, TX, UT, VA, WA, WI, WV

**Tier 3 states: CA, FL, GA, IL, TX, PA, OH, MI, NC, NJ only (licensed states)

2. LEAD QUALIFICATION CRITERIA

ACCEPTED LEADS MUST MEET ALL:

- ✓ U.S. resident, 18+ years old
- ✓ Verified US phone number (+1 area code)
- ✓ Valid email address (deliverability >90%)
- ✓ Physical US address (no PO boxes)
- ✓ Monthly income \geq \$2,500 (self-reported)
- ✓ Employment: Full-time OR Self-employed \geq 6 months
- ✓ Credit score estimate: 550+ (optional field)
- ✓ Loan purpose: Debt consolidation, medical, auto repair, home improvement
- ✓ Explicit TCPA consent: "I agree lenders may contact me by phone/text"

REJECTED LEADS (NO PAYMENT):

- X Bankruptcy/filing within 12 months
- X Payday loan applications only
- X Military personnel (SCRA restrictions)
- X Incarcerated individuals
- X Duplicate submissions (same phone/email within 30 days)
- X Fraud flags (VPN, disposable email, inconsistent data)

3. GEO RESTRICTIONS

Prohibited states: NY, CO, CT, DC, IA, MD, MA, ME, MT, NE, NH, ND, SD, VT, WI (high-regulation states)

SCHEDULE B: TECHNICAL SPECIFICATIONS

1. LEAD DELIVERY METHODS

Primary: Real-time POST to Lender API

<https://api.lender.com/v1/leads/webhook>

Authorization: Bearer [API_KEY]

Fallback: SFTP daily batch

<sftp.lender.com/incoming/leads/>

Username: [SUPPLIER_ID] | RSA Key auth

2. JSON LEAD FORMAT

```
{  
  "lead_id": "LD-20251219-001234",  
  "timestamp": "2025-12-19T11:52:00Z",  
  "supplier_id": "YOURAPP_001",  
  "status": "new",  
  "consumer": {  
    "first_name": "John",  
    "last_name": "Doe",  
    "email": "john.doe@email.com",  
    "phone": "+15551234567",  
    "address": {  
      "street": "123 Main St",  
      "city": "Austin",  
      "state": "TX",  
      "zip": "78701"  
    },  
    "ssn_last4": "1234", // optional  
    "dob": "1985-03-15", // optional  
    "income_monthly": 3500,  
    "employment_status": "full_time",  
    "months_employed": 24  
  }  
}
```

```
        },
        "loan_request": {
            "amount": 2500,
            "term_months": 12,
            "purpose": "debt_consolidation",
            "has_bank_account": true
        },
        "consent": {
            "tcpA": true,
            "data_sharing": true,
            "timestamp": "2025-12-19T11:51:30Z",
            "ip": "192.168.1.100"
        },
        "fraud_score": 0.92 // 0.0-1.0 (1.0 = clean)
    }
}
```

3. API RESPONSE FORMAT (within 60 seconds)

```
{
    "lead_id": "LD-20251219-001234",
    "status": "accepted", // accepted | rejected | duplicate
    "reason": "approved", // optional for rejected
    "internal_id": "LENDER-98765"
}
```

4. DELIVERY SLA

- 99.5% delivery success rate
- <5 second API response time (P99)
- Daily batch by 6AM EST
- 24/7 monitoring + alerts

5. INTEGRATION TESTING

Supplier provides 10 test leads prior to production.
Lender confirms acceptance criteria before live traffic.