

APPLICATION

to the

BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM

by

SOCIAL CAPITAL HEDOSOPHIA HOLDINGS CORP. V, which will become
SOFI TECHNOLOGIES, INC.,

GEMINI MERGER SUB, INC.

and

SOCIAL FINANCE, INC.

for prior approval to become bank holding companies and acquire control of

GOLDEN PACIFIC BANCORP, INC.,
SOFI INTERIM BANK, NATIONAL ASSOCIATION and
GOLDEN PACIFIC BANK, NATIONAL ASSOCIATION

pursuant to Section 3
of the Bank Holding Company Act
and
Section 225.15 of Regulation Y

and

DECLARATION

of their intent to be treated as Financial Holding Companies
pursuant to Section 4(*l*) of the Bank Holding Company Act
and
Section 225.82 of Regulation Y

March 10, 2021

Request for Confidential Treatment

Confidential treatment is requested under the federal Freedom of Information Act, 5 U.S.C. § 552 (“FOIA”), and the implementing regulations of the Federal Reserve, for the attached Confidential Exhibit Volume, Confidential Supervisory Exhibit Volume and Requested Policies Exhibit Volume (the “Confidential Materials”). The Confidential Materials include, for example, nonpublic *pro forma* financial information and information regarding the business strategies and plans of: Social Capital Hedosophia Holdings Corp. V., a Cayman Islands exempted company that will become Sofi Technologies, Inc., a Delaware Corporation, after a domestication; Social Finance, Inc.; Golden Pacific Bancorp, Inc.; and Golden Pacific Bank, National Association and other information regarding matters of a similar nature, the public disclosure of which would result in competitive harm to those companies. Certain information in the Confidential Materials also includes confidential supervisory information. In addition, certain information includes nonpublic information about individuals, the public disclosure of which would constitute an unwarranted invasion of personal privacy. None of this information is the type of information that would otherwise be made available to the public under any circumstances. All such information, if made public, could result in substantial and irreparable harm to Social Capital Hedosophia Holdings Corp. V, SoFi Technologies, Inc., Social Finance, Inc., Golden Pacific Bancorp, Inc., Golden Pacific Bank, National Association and the individuals involved. Other exemptions from disclosure may also apply.

Accordingly, confidential treatment is respectfully requested with respect to the Confidential Materials under 5 U.S.C. § 552(b) and the Federal Reserve’s implementing regulations. Please contact Richard K. Kim (212/403-1354) or Amanda K. Allexon (212/403-1134) before public release of any of this information pursuant to a request under FOIA or a request or demand for disclosure by any governmental agency, congressional office or committee, court or grand jury. Such prior notice is necessary so that Social Capital Hedosophia Holdings Corp. V, SoFi Technologies, Inc., Social Finance, Inc., Golden Pacific Bancorp, Inc., Golden Pacific Bank, National Association or the individuals involved may take appropriate steps to protect such information from disclosure.

Board of Governors of the Federal Reserve System



**Application to Become a Bank Holding Company
and/or Acquire an Additional Bank
or Bank Holding Company—FR Y-3**

Social Capital Hedosophia Holdings Corp. V*

Corporate Title of Applicant

317 University Avenue, Suite 200

Street Address

Palo Alto

City

CA

State

94301

Zip Code

Cayman Islands exempt corporation

(Type of organization, such as corporation, partnership, business trust, association, or trust)

Hereby applies to the Board pursuant to:

- ☒ (1) Section 3(a)(1) of the Bank Holding Company Act of 1956, as amended, ("BHC Act"—12 U.S.C. § 1842), under "Procedures for other bank acquisition proposals" as described in section 225.15 of Regulation Y;
- ☐ (2) Section 3(a)(3) of the BHC Act, under "Procedures for other bank acquisition proposals" as described in section 225.15 of Regulation Y; or
- ☐ (3) Section 3(a)(5) of the BHC Act, under "Procedures for other bank acquisition proposals" as described in section 225.15 of Regulation Y.

for prior approval of the acquisition of direct or indirect ownership, control, or power to vote at least a class of voting shares or otherwise to control:

Number (100 %) of Percent

Golden Pacific Bancorp, Inc.

Corporate Title of Bank or Bank Holding Company

1409 28th Street

Street Address

Sacramento

City

CA

State

95816

Zip Code

Does applicant request confidential treatment for any portion of this submission?

☒ Yes

☒ As required by the General Instructions, a letter justifying the request for confidential treatment is included.

☒ The information for which confidential treatment is being sought is separately bound and labeled "Confidential."

☐ No

* Prior to the consummation of the Proposed Transaction described herein, the applicant intends to effect a deregistration under the Cayman Islands Companies Act (as revised) and a domestication under Section 388 of the Delaware General Corporation Law, pursuant to which the registrant's jurisdiction of incorporation will be changed from the Cayman Islands to the State of Delaware. The continuing entity following the domestication will be renamed "SoFi Technologies, Inc."

Board of Governors of the Federal Reserve System



Application to Become a Bank Holding Company and/or Acquire an Additional Bank or Bank Holding Company—FR Y-3

Social Finance, Inc.

Corporate Title of Applicant

234 First Street

Street Address

San Francisco

City

CA

State

94105

Zip Code

Corporation

(Type of organization, such as corporation, partnership, business trust, association, or trust)

Hereby applies to the Board pursuant to:

- ☒ (1) Section 3(a)(1) of the Bank Holding Company Act of 1956, as amended, ("BHC Act"—12 U.S.C. § 1842), under "Procedures for other bank acquisition proposals" as described in section 225.15 of Regulation Y;
- ☒ (2) Section 3(a)(3) of the BHC Act, under "Procedures for other bank acquisition proposals" as described in section 225.15 of Regulation Y; or
- ☒ (3) Section 3(a)(5) of the BHC Act, under "Procedures for other bank acquisition proposals" as described in section 225.15 of Regulation Y.

for prior approval of the acquisition of direct or indirect ownership, control, or power to vote at least a class of voting shares or otherwise to control:

Number _____ (100 %) of Percent

Golden Pacific Bancorp, Inc.

Corporate Title of Bank or Bank Holding Company

1409 28th Street

Street Address

Sacramento

City

CA

State

94105

Zip Code

Does applicant request confidential treatment for any portion of this submission?

- ☒ Yes
 - ☒ As required by the General Instructions, a letter justifying the request for confidential treatment is included.
 - ☒ The information for which confidential treatment is being sought is separately bound and labeled "Confidential."
- ☐ No

Public reporting burden for this collection of information for applications filed pursuant to section 3(a)(1) of the BHC Act are estimated to average 53 hours per response while applications filed pursuant to section 3(a)(3) or section 3(a)(5) of the BHC Act are estimated to average 63.5 hours per response, including the time to gather and maintain data in the required form, to review instructions and to complete the information collection. The Federal Reserve may not conduct or sponsor, and an organization is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, NW, Washington, DC 20551; and to the Office of Management and Budget, Paperwork Reduction Project (7100-0121), Washington, DC 20503.

Board of Governors of the Federal Reserve System



Application to Become a Bank Holding Company and/or Acquire an Additional Bank or Bank Holding Company—FR Y-3

Gemini Merger Sub, Inc.

Corporate Title of Applicant

234 First Street

Street Address

San Francisco

CA

94105

City

State

Zip Code

Corporation

(Type of organization, such as corporation, partnership, business trust, association, or trust)

Hereby applies to the Board pursuant to:

- ☒ (1) Section 3(a)(1) of the Bank Holding Company Act of 1956, as amended, ("BHC Act"—12 U.S.C. § 1842), under "Procedures for other bank acquisition proposals" as described in section 225.15 of Regulation Y;
- ☒ (2) Section 3(a)(3) of the BHC Act, under "Procedures for other bank acquisition proposals" as described in section 225.15 of Regulation Y; or
- ☒ (3) Section 3(a)(5) of the BHC Act, under "Procedures for other bank acquisition proposals" as described in section 225.15 of Regulation Y.

for prior approval of the acquisition of direct or indirect ownership, control, or power to vote at least a class of voting shares or otherwise to control:

Number (100 %) of Percent

Golden Pacific Bancorp, Inc.

Corporate Title of Bank or Bank Holding Company

1409 28th Street

Street Address

Sacramento

CA

95816

City

State

Zip Code

Does applicant request confidential treatment for any portion of this submission?

☒ Yes

☒ As required by the General Instructions, a letter justifying the request for confidential treatment is included.

☒ The information for which confidential treatment is being sought is separately bound and labeled "Confidential."

☐ No

Name, title, address, telephone number, and facsimile number of person(s) to whom inquiries concerning this application may be directed:

Paul Mayer	Richard K. Kim
Name	Name
Vice President, Social Finance, Inc.	Partner
Title	Title
234 First Street	51 West 52nd Street
Street Address	Street Address
San Francisco CA 94105	New York NY 10019
City State Zip Code	City State Zip Code
571-303-0499	212-403-1354
Area Code / Phone Number	Area Code / Phone Number
email: pmayer@SoFi.org	email: rkim@wlrk.com
Area Code / FAX Number	Area Code / FAX Number

Certification by Social Capital Hedosophia Holdings Corp. V

I certify that the information contained in this application has been examined carefully by me and is true, correct, and complete, and is current as of the date of this submission to the best of my knowledge and belief. I acknowledge that any misrepresentation or omission of a material fact constitutes fraud in the inducement and may subject me to legal sanctions provided by 18 U.S.C. § 1001 and § 1007.

I also certify, with respect to any information pertaining to an individual and submitted to the Board in (or in connection with) this application, that the applicant has the authority, on behalf of the individual, to provide such information to the Board and to consent or to object to public release of such information. I certify that the applicant and the involved individual consent to public release of any such information, except to the extent set forth in a written request by the applicant or the individual, submitted in accordance with the Instructions to this form and

the Board's Rules Regarding Availability of Information (12 C.F.R. Part 261), requesting confidential treatment for the information.

I acknowledge that approval of this application is in the discretion of the Board of Governors of the Federal Reserve System (the "Federal Reserve"). Actions or communications, whether oral, written, or electronic, by the Federal Reserve or its employees in connection with this filing, including approval if granted, do not constitute a contract, either express or implied, or any other obligation binding upon the agency, the United States or any other entity of the United States, or any officer or employee of the United States. Such actions or communications will not affect the ability of the Federal Reserve to exercise its supervisory, regulatory, or examination powers under applicable laws and regulations. I further acknowledge that the foregoing may not be waived or modified by any employee or agency of the Federal Reserve or of the United States.

Signed
this 8 day of March 2021
Day Month Year



Signature of Chief Executive Officer or Designee *

Chaman Palihapitiya CEO
Print or Type Name Title

* This certification is provided solely with respect to the information contained in this application related to Social Capital Hedosophia Holdings Corp. V and SoFi Technologies, Inc. prior to closing of the proposed acquisition. Information in this application related to Social Finance, Inc. and the resulting organization's strategy, management, operations, financial condition, policies and procedures was prepared by Social Finance, Inc. and its advisors and is addressed in the certification by Social Finance, Inc.

Certification by Social Finance, Inc.

I certify that the information contained in this application has been examined carefully by me and is true, correct, and complete, and is current as of the date of this submission to the best of my knowledge and belief. I acknowledge that any misrepresentation or omission of a material fact constitutes fraud in the inducement and may subject me to legal sanctions provided by 18 U.S.C. § 1001 and § 1007.

I also certify, with respect to any information pertaining to an individual and submitted to the Board in (or in connection with) this application, that the applicant has the authority, on behalf of the individual, to provide such information to the Board and to consent or to object to public release of such information. I certify that the applicant and the involved individual consent to public release of any such information, except to the extent set forth in a written request by the applicant or the individual, submitted in accordance with the Instructions to this form and

the Board's Rules Regarding Availability of Information (12 C.F.R. Part 261), requesting confidential treatment for the information.

I acknowledge that approval of this application is in the discretion of the Board of Governors of the Federal Reserve System (the "Federal Reserve"). Actions or communications, whether oral, written, or electronic, by the Federal Reserve or its employees in connection with this filing, including approval if granted, do not constitute a contract, either express or implied, or any other obligation binding upon the agency, the United States or any other entity of the United States, or any officer or employee of the United States. Such actions or communications will not affect the ability of the Federal Reserve to exercise its supervisory, regulatory, or examination powers under applicable laws and regulations. I further acknowledge that the foregoing may not be waived or modified by any employee or agency of the Federal Reserve or of the United States.

Signed this 9th day of March 2021
Day Month Year

Paul Mayer
Signature of Chief Executive Officer or Designee

Paul Mayer Vice President
Print or Type Name Title

Certification by Gemini Merger Sub, Inc.


I certify that the information contained in this application has been examined carefully by me and is true, correct, and complete, and is current as of the date of this submission to the best of my knowledge and belief. I acknowledge that any misrepresentation or omission of a material fact constitutes fraud in the inducement and may subject me to legal sanctions provided by 18 U.S.C. § 1001 and § 1007.

I also certify, with respect to any information pertaining to an individual and submitted to the Board in (or in connection with) this application, that the applicant has the authority, on behalf of the individual, to provide such information to the Board and to consent or to object to public release of such information. I certify that the applicant and the involved individual consent to public release of any such information, except to the extent set forth in a written request by the applicant or the individual, submitted in accordance with the Instructions to this form and

Signed this 9 day of March 2021
Day Month Year

the Board's Rules Regarding Availability of Information (12 C.F.R. Part 261), requesting confidential treatment for the information.

I acknowledge that approval of this application is in the discretion of the Board of Governors of the Federal Reserve System (the "Federal Reserve"). Actions or communications, whether oral, written, or electronic, by the Federal Reserve or its employees in connection with this filing, including approval if granted, do not constitute a contract, either express or implied, or any other obligation binding upon the agency, the United States or any other entity of the United States, or any officer or employee of the United States. Such actions or communications will not affect the ability of the Federal Reserve to exercise its supervisory, regulatory, or examination powers under applicable laws and regulations. I further acknowledge that the foregoing may not be waived or modified by any employee or agency of the Federal Reserve or of the United States.



Signature of Chief Executive Officer or Designee

Robert Lavet

Print or Type Name

Chief Legal Officer

Title

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INTRODUCTORY STATEMENT

I. Overview

This application (the “Application”) is being submitted to the Board of Governors of the Federal Reserve System (the “Board”) and the Federal Reserve Bank of San Francisco (collectively, the “Federal Reserve”) by:

- Social Capital Hedosophia Holdings Corp. V (“SCH”), a Cayman Islands exempted company headquartered in Palo Alto, California, that will become SoFi Technologies, Inc. (“SoFi Technologies”), a Delaware corporation headquartered in San Francisco, California;
- Social Finance, Inc. (“SoFi, Inc.” or the “Company,” and, together with SoFi Technologies and its affiliates, “SoFi”), a Delaware corporation headquartered in San Francisco, California; and
- a newly created subsidiary of SoFi, Inc., Gemini Merger Sub, Inc. (“Merger Sub”), San Francisco, California,

established to facilitate the transaction described below, to become bank holding companies pursuant to section 3 of the Bank Holding Company Act of 1956, as amended (the “BHC Act”).¹

Currently, SCH and SoFi, Inc. are separate and independent companies. SCH and SoFi, Inc. are parties to an agreement whereby SCH will acquire SoFi, Inc. by operation of a subsidiary merger. This merger is expected to be completed by April 2021, which is well before completion of the bank acquisition that is the subject of this application. Thus, at the time the subject bank acquisition would be complete, SCH (as a Delaware corporation named “SoFi Technologies, Inc.”) will be the parent company of SoFi, Inc.

Accordingly, SoFi Technologies, SoFi, Inc., and Merger Sub propose to acquire control of:

- of Golden Pacific Bancorp, Inc. (“GP Bancorp”), a registered bank holding company headquartered in Sacramento, California,
- Golden Pacific Bank, National Association (“GP Bank”), a national bank with its main office in Sacramento, California, and
- SoFi Interim Bank, National Association, a temporary interim bank with its main office in Cottonwood Heights, Utah (“Interim Bank”) that will be newly chartered to facilitate the transaction described below.

Interim Bank will be a newly chartered temporary interim national bank with its main office in Cottonwood Heights, Utah, that will exist for a moment in time. It will be a wholly

¹ 12 U.S.C. § 1842.

owned subsidiary of SoFi, Inc. and its deposits will be insured by the Federal Deposit Insurance Corporation (the “FDIC”). GP Bank is currently a wholly owned subsidiary of GP Bancorp.

SoFi, Inc., Merger Sub and GP Bancorp have entered into an Agreement and Plan of Merger, dated as of March 8, 2021 (as it may be amended from time to time, the “Holdco Merger Agreement”), pursuant to which Merger Sub will merge with and into GP Bancorp, with GP Bancorp continuing as the surviving entity in the merger (the “Holdco Merger”). A copy of the Holdco Merger Agreement is in Confidential Exhibit A to the Application. Immediately after the Holdco Merger, GP Bancorp will be consolidated with and into SoFi, Inc. (the “Intermediate Merger”). Immediately after the Intermediate Merger, Interim Bank will merge with and into GP Bank, with GP Bank continuing as the surviving bank (the “Bank Merger,” together with the Holdco Merger and Intermediate Merger, the “Proposed Transaction”). A summary of the key terms of the Holdco Merger Agreement is attached in Confidential Exhibit C. Upon consummation of the Bank Merger, GP Bank will be renamed “SoFi Bank, National Association.” SoFi Bank, National Association’s (“SoFi Bank”) main office will be in Cottonwood Heights, Utah, and the current main office and branches of GP Bank will be retained and rebranded as branches of SoFi Bank, as discussed in more detail below.

Prior to consummation of the Proposed Transaction, SCH and SoFi, Inc. will have taken a number of steps affecting the legal organization and capital structure of the resulting entity. One important consequence of these steps will be that the resulting organization will have an organizational and capital structure similar to other publicly traded, traditional bank holding

companies. These steps are not conditioned on the consummation of the Proposed Transaction and are expected to occur by April 2021, well before consummation of the Proposed Transaction or the time at which any of the applicants would become subject to the BHC Act. Information with respect to these corporate steps proceeding consummation of the Proposed Transaction is provided for background and completeness. Summary charts of each of the key corporate steps related to these corporate steps as well as the Proposed Transaction are attached as Exhibit 1.

Step 1: SPAC Domestication



Step 2: SPAC Merger



Steps 3, 4 and 5: Holdco Merger, Intermediate Merger and Bank Merger



Step 6: Asset Transfer

Step 1: SPAC Domestication

SCH will effect a deregistration under the Cayman Islands Companies Law (2020 Revision) and a domestication under Section 388 of the Delaware General Corporation Law, through which SCH will migrate to and domesticate as a Delaware corporation (the “Domestication”).

Step 2: SPAC Merger

SCH has established an intermediate merger vehicle, Plutus Merger Sub Inc. (“SPAC Merger Sub”), a Delaware corporation and subsidiary of SCH. SCH and SPAC Merger Sub, entered into an Agreement and Plan of Merger, dated as of January 7, 2021 (the “SPAC Merger Agreement”), with SoFi, Inc. Pursuant to the SPAC Merger Agreement, SPAC Merger Sub will merge with and into SoFi, Inc. (the “SPAC Merger”), with SoFi, Inc. surviving the SPAC Merger as a wholly owned subsidiary of SCH. At that time, SCH will be renamed as “SoFi Technologies,

Inc.” Pursuant to the SPAC Merger Agreement, as a condition to SoFi, Inc.’s obligation to consummate the SPAC Merger, SCH must have a minimum of \$900 million in available cash at the closing of the SPAC Merger, in addition to a number of other administrative actions and closing conditions.² A copy of the SPAC Merger Agreement is attached as Exhibit 2 and other related agreements are attached as Exhibits 3 through 7. Upon consummation of the SPAC Merger, SCH will be renamed “SoFi Technologies, Inc.” The form of proposed certificate of incorporation for SoFi Technologies is attached as Exhibit 8.

Steps 1 and 2 will be complete well before consummation of the Proposed Transaction.

Steps 3, 4 and 5: The Proposed Transaction—Holdco Merger, Intermediate Merger and Bank Merger

After the SPAC Merger is complete and SoFi Technologies and SoFi, Inc. receive all required regulatory approvals, SoFi Technologies and SoFi, Inc. would acquire GP Bancorp and its subsidiary bank, GP Bank. Merger Sub would merge with and into GP Bancorp, with GP Bancorp continuing as the surviving entity in the merger. Immediately after the Holdco Merger, GP Bancorp will be consolidated up and into SoFi, Inc. Immediately after the Intermediate Merger, a newly established FDIC-insured interim bank would merge with and into GP Bank, with GP Bank continuing as the surviving bank. Upon consummation of the Bank Merger, the GP Bank will be renamed “SoFi Bank, National Association.”

Step 6: Asset Transfer

Concurrent with, or very shortly after, the closing of the Proposed Transaction, SoFi Technologies will contribute at least \$750 million in capital, in the form of cash, to SoFi Bank. SoFi Bank will pursue a business plan that combines the current business and scale of GP Bank with the much larger planned lending and deposits business of SoFi Bank, in a manner generally consistent with the plan that was submitted to the OCC in July of 2020, and which received preliminary approval in October 2020. The OCC preliminary approvals are attached as Exhibit 9 and Confidential Exhibit F. The proposed Business Plan for SoFi Bank is attached as Confidential Exhibit G. The legacy GP Bank operations will do business as “Golden Pacific Bank, a division of SoFi Bank, N.A.”

Section 3 Application. The application portion of this submission is filed pursuant to section 3(a) of the BHC Act seeking the prior approval of the Federal Reserve for SoFi Technologies, SoFi, Inc. and Merger Sub to become bank holding companies and acquire control

² This \$900 million includes the cash held in a trust account immediately prior to the consummation of the SPAC Merger plus the aggregate gross purchase price received by SCH prior to or substantially concurrently with the consummation of the SPAC Merger for the shares issued pursuant to subscription agreements with certain investors (the “PIPE Investment”). These agreements and additional details regarding the PIPE Investment are included in SCH’s S-4 filing submitted to the SEC on January 11, 2021. In connection with the PIPE Investment, the PIPE Investors have collectively subscribed for 122,500,000 shares of Class A Common Stock of SoFi Technologies for an aggregate purchase price equal to \$1,225,000,000. The PIPE Investment will be consummated prior to or substantially concurrently with the closing of the SPAC Merger.

https://www.sec.gov/Archives/edgar/data/1818874/000110465921002757/tm211402-1_s4.htm#tDEP

of GP Bancorp, Interim Bank and GP Bank pursuant to sections 3(a)(2), (3) and (5) of the BHC Act.³

FHC Election. SoFi Technologies and SoFi, Inc. also intend to engage in certain nonbanking activities pursuant to section 4 of the BHC Act.⁴ SoFi Technologies and SoFi, Inc. will elect to be treated as financial holding companies (“FHCs”) for purposes of section 4(l) of the BHC Act⁵ immediately before the consummation of the Proposed Transaction. SoFi Technologies and SoFi, Inc. will work with the Reserve Bank on the form of declaration prior to consummation of the Proposed Transaction.

SoFi, Inc. was founded to meet the needs of individuals that are not well served by more established financial institutions, and the Company has continued to evolve to provide its members a broad suite of products and content to help them “Get Their Money Right.” This includes providing convenient mobile, digital access to financial solutions, and offering information and tools to help members make thoughtful decisions on managing their financial lives. The Proposed Transaction, and, in particular, having a national bank subsidiary, is a logical extension of this mission. It will enable SoFi to deliver a fuller suite of deposit products to its members, and, by funding its lending activities in part with FDIC-insured deposits, to compete on a more “level playing field” with bank competitors.

Several features of the Proposed Transaction are distinctive in comparison to a typical section 3 application to acquire a bank holding company and a bank, all of which are related to the Company’s scale and experience:

- Although operating a bank will be new for SoFi, SoFi’s lending business is not. In fact, SoFi, Inc. has been originating a diverse set of consumer loans at scale for more than five years. Since 2012, the Company, through its SoFi Lending subsidiary, has originated more than \$60 billion in loans, across Student Loan Refinance, Personal Loans, Home Loans, and other categories. All these origination activities will be moved inside SoFi Bank, enabling the Bank to originate at scale from day one;
- SoFi, Inc. also has direct experience originating deposits. Introduced in 2018, “SoFi Money” is an interest-bearing Cash Management Account, based at the Company’s broker-dealer, with a broad set of checking account features, offered in partnership with FDIC-insured banks. The Company’s experience with SoFi Money will give SoFi Bank a head start in building a diverse and growing set of deposit products;
- SoFi will have a very strong capital base and plans to contribute ample resources for the Bank’s proposed capitalization;
- The Company brings substantial brand equity and a distinctive market presence. With a high-quality, mobile-first, member-focused customer experience, SoFi, Inc.

³ 12 U.S.C. § 1842(a)(1), (2), (3) and (5). The Intermediate Merger does not require the prior approval of the Federal Reserve pursuant to 12 CFR 225.12(d)(3)(A).

⁴ 12 U.S.C. § 1843.

⁵ 12 U.S.C. § 1843(l); 12 CFR 225.82.

has established strong market positions in the Student Loan Refinance and Personal Loan categories, and it has been rapidly growing its Home Loans business. The Company also has substantial brand recognition, particularly in the millennial and young professional segments, that will help position the Bank for success; and

- The Company's leadership team is deep, seasoned, and experienced in large-scale financial services management. Many of SoFi, Inc.'s leaders have experience within large banking organizations and have a strong appreciation for risk management and for operating in regulated environments.

For additional details regarding SoFi, Inc.'s existing business and SoFi Bank's business plan, please see SoFi Bank's Business Plan at Confidential Exhibit G.

II. Parties to the Proposed Transaction

A. Social Capital Hedosophia Holdings Corp. V/SoFi Technologies, Inc.

At the time of this filing, SCH is a Cayman Islands exempted company, headquartered in Palo Alto, California. SCH is a special purpose acquisition company ("SPAC") or "blank check company." SCH, similar to other SPACs, was formed to raise capital in an initial public offering ("IPO") with the purpose of using the proceeds to acquire an unspecified business identified after the IPO. Capital raised by a SPAC, such as SCH, in the IPO is held in a trust account until released to fund the business combination or in connection with shareholder redemptions. SCH's IPO was consummated on October 14, 2020. As of October 14, 2020, SCH had total assets of \$806.7 million.

SCH is sponsored by SCH Sponsor V LLC ("SCH Sponsor") and its senior management includes Chamath Palihapitiya (Chief Executive Officer and Chairman) and Ian Osborne (President and Director). Following the SPAC Merger, none of Mr. Palihapitiya, Mr. Osborne, nor any other director, officer or employee of SCH or SCH Sponsor will serve as an officer or employee of SoFi Technologies, SoFi, Inc., or any of their subsidiaries. After the SPAC Merger, the current executive officers of SoFi, Inc. will become the executive officers of SoFi Technologies. The *pro forma* management of SoFi Technologies and SoFi, Inc. is discussed in the *Financial and Managerial Resources* section, as well as Exhibit 11 and Confidential Exhibits Q through Q.

Upon consummation of the SPAC Merger, the current directors and executive officers of SCH will be replaced with a new board, initially consisting of 13 members. Certain board designation rights with respect to the SoFi Technologies' board of directors are outlined in a shareholders' agreement between SoFi Technologies and certain shareholders to be entered into in connection with the closing of the SPAC Merger (the "Shareholders' Agreement"). The form of Shareholders' Agreement is attached as Exhibit 3.

The *pro forma* board of directors of SoFi Technologies will initially consist of:

- Anthony Noto, who will be the chief executive officer of SoFi Technologies and is currently the chief executive officer of SoFi, Inc.;

- Two designated representatives of Red Crow Capital, LLC, one of whom will be Clay Wilkes;
- A designated representative of QIA Fig Holding LLC, who will be Ahmed Al-Hammadi;
- A designated representative of Silver Lake Partners, who will be Michael Bingle;
- Three designated representatives of SoftBank Group Capital Limited (“SoftBank”), who will be Michel Combes, Carlos Medeiros and Tom Hutton;⁶
- Two designated representatives of SCH Sponsor; and
- Three other individuals that are currently members of the board of directors of SoFi, Inc., Steven Freiberg,⁷ Clara Liang and Magdalena Yesil.

Mr. Hutton will serve as chairman of the board of directors of SoFi Technologies.

The board of directors of SoFi, Inc. will have the same membership as the board of directors of SoFi Technologies. Additional information about the *pro forma* boards of directors of SoFi Technologies and SoFi, Inc. is discussed in the *Financial and Managerial Resources* section, as well as in Exhibit 11 and Confidential Exhibits P and Q.

B. SoFi, Inc.

Founded in 2011, SoFi, Inc. is a mobile-first, member-focused, digital personal finance company that focuses on helping people achieve financial independence in order to realize their ambitions. SoFi, Inc.’s product suite includes tools for borrowing, saving, spending, investing and protecting to help the company’s more than one and a half million members “Get Their Money Right.”

Shortly after its founding, the Company quickly became the market leader in refinancing federal and private student loans. Over time, the product suite has expanded to include home loans, personal loans, investment management, SoFi Money (Cash Management Account), in-school student loans and credit cards. Complemented with financial planning tools, and insurance products offered via partnerships, SoFi, Inc. is now positioned to help members with a broad array of financial needs across their life stages. SoFi, Inc.’s customers, or “members,” are typically well educated with strong credit profiles, but face a range of financial challenges, ranging from managing current levels of student loans and other debt, to making home ownership possible, developing financial plans and learning to save and invest.

As of September 30, 2020, SoFi, Inc. had consolidated total assets of \$8.1 billion. Other key SoFi, Inc. statistics include:

- Locations: Offices in 12 cities; headquarters in San Francisco, CA;

⁶ Mr. Hutton served as the Interim Chief Executive Officer of SoFi, Inc. until June 2018. Under the criteria in 12 CFR 363.5, Mr. Hutton will become “independent of management” effective July 2021 and will therefore become “independent of management” at that time.

⁷ Mr. Freiberg served as the Interim Chief Financial Officer of SoFi, Inc. until June 2018. Under the criteria in 12 CFR 363.5, Mr. Freiberg will become “independent of management” effective July 2021 and will therefore become an “independent director” at that time.

- Number of Employees: More than 1,800;
- Largest Employment Location: 800+ employees, in greater Salt Lake City, Utah;
- Loan Originations: More than \$60 billion since 2012;
- Membership: More than 1.7 million unique members since the Company's founding; and
- Capital Markets: Issued more than \$30 billion in asset-backed securities ("ABS"), becoming a top U.S. ABS issuer.

As discussed immediately below, as well as in the *Financial Holding Company Election and Nonbanking Activities* section, SoFi, Inc., through its subsidiaries, offers at least some products in all 50 states and the District of Columbia, as well as in Hong Kong and Mexico. Major subsidiaries include:

- **SoFi Securities LLC ("SoFi Securities")**, **SoFi Wealth, LLC ("SoFi Wealth")**, **SoFi Digital Assets, LLC ("SoFi Digital")** and **SoFi Capital Advisors LLC ("SoFi Capital")**: SoFi Securities is a registered broker-dealer that, together with SoFi Wealth and SoFi Capital, both registered with the United States Securities and Exchange Commission (the "SEC") as Investment Advisers, offers "SoFi Invest," a low-cost investment management service that includes strategically allocated model portfolios and exchange-traded funds, active investing, automated and human advice and planning services; SoFi Securities also offers "SoFi Money," a cash management account; SoFi Digital is a registered money transmitter business that offers cryptocurrency trading services;
- **SoFi Holdings (Hong Kong) Limited**: SoFi Holdings (Hong Kong) Limited is an online brokerage platform that offers comprehensive investing services to Hong Kong residents;
- **SoFi Life Insurance Agency, LLC ("SoFi Agency")**: SoFi Agency refers SoFi members who may be interested in life, property and/or casualty insurance to third-party insurance providers;
- **SoFi Lending Corp. ("SoFi Lending")**: SoFi Lending originates student loans, personal loans and mortgages, services personal loans, and is the master servicer on student loans and mortgages; subsidiaries of SoFi Lending also provide credit card services; and
- **Galileo Financial Technologies LLC ("Galileo")**: Galileo provides a range of technology and transaction processing services to banks and other financial companies, particularly related to debit cards and other consumer banking services.

Please see Confidential Exhibit H for a chart listing each nonbanking subsidiary of SoFi, Inc. and the authority for it to be held under the BHC Act. Exhibit 12 includes a list of all current licenses and registrations for each applicable subsidiary. Please see Confidential Exhibit I for a current organization chart for SoFi, Inc. There will be no changes on a *pro forma*

basis, except that (a) Sofi, Inc. will become a direct subsidiary of SoFi Technologies and (b) SoFi Bank will be a new direct subsidiary of SoFi, Inc.

C. SoFi Interim Bank

SoFi Interim Bank will be an FDIC-insured temporary interim national bank with its main office in Cottonwood Heights, Utah. The five organizers of SoFi Interim Bank will be Michelle Gill, Robert Lavet, Paul Mayer, William T. Tanona and Aaron Webster. The same five persons will be the directors of SoFi Interim Bank. SoFi Interim Bank will not be an operating company for any period of time and exists only to facilitate the Proposed Transaction.

D. GP Bancorp

GP Bancorp is a registered bank holding company with its headquarters in Sacramento, California. Its principal business activity is to own and supervise GP Bank, which it acquired in 2010. As described more fully below, through GP Bank, GP Bancorp offers banking products and services to consumers and businesses, including: checking and savings accounts; personal and business loans; cash management and account services; and debit and credit cards, as well as internet, mobile, and telephone banking. GP Bancorp's only subsidiary is GP Bank.

E. GP Bank

GP Bank is a national banking association with its main office in Sacramento, California that was established in 1986. GP Bank is a direct wholly owned subsidiary of GP Bancorp. GP Bank is a full-service banking institution and operates three branch locations—one branch in Yuba City, California, one branch in Live Oak, California, and one branch location in Sacramento, California (which also is the main office location). GP Bank offers a range of commercial-focused loan offerings, as well as deposit products offered to both businesses and retail customers. As of December 31, 2020, GP Bank had total assets of \$149.7 million and total deposits of \$131.9 million.

III. *Pro Forma* Capital Structure and Ownership

Although the SPAC process is novel in connection with the establishment of a bank holding company, all of the SPAC-related steps discussed in these materials will have occurred well before the Proposed Transaction and well before the applicants become subject to the BHC Act. The capital structure of the applicants at the time of the Proposed Transaction will be that of traditional publicly held bank holding company. As discussed below, SoFi Technologies will have common stock as the predominant form of capital. This structure is customary for a bank holding company and consistent with the Federal Reserve's capital rules. SoFi Technologies will not have a limited corporate life span or carried interest distributions. SoFi Technologies' capital structure and related agreements do not include any arrangements that impose unusual financial obligations on the holding company or that will impede the bank holding company's ability to raise additional capital in the future.⁸

⁸ See, SR 15-15: Supervisory Concerns Related to Shareholder Protection Arrangements (December 3, 2015).

The SPAC Merger and related reorganizational steps will significantly simplify the ownership structure of SoFi Technologies and SoFi, Inc.⁹ Each share of Common Stock, Non-Voting Common Stock and Preferred Stock of SoFi, Inc. that is issued and outstanding immediately prior to the consummation of the SPAC Merger, except for the Series 1 Preferred Stock, will be canceled and converted into the right to receive a certain number of newly issued shares of SoFi Technologies common stock (“ST Common Stock”) or shares of SoFi Technologies nonvoting common stock (“ST Nonvoting Common Stock”). The exchange rate will vary by class of shares, as described in the SCH S-4 filed with the SEC. Each share of the Series 1 Preferred Stock of SoFi, Inc. that is issued and outstanding immediately prior to the consummation of the SPAC Merger will be canceled and converted into the right to receive a newly issued share of Series 1 Preferred Stock of SoFi Technologies. As a result, SoFi, Inc. will become a wholly owned subsidiary of SoFi Technologies, and SoFi Technologies will remain a publicly traded company.

Pursuant to the Shareholders’ Agreement, SoFi Technologies will repurchase in the aggregate \$150 million of shares of ST Common Stock owned by certain investors affiliated with SoftBank immediately following the consummation of the SPAC Merger (the “Repurchase”). The Repurchase will occur prior to consummation of the Proposed Transaction and is reflected in the ownership information above. The terms of the Repurchase are discussed in the Share Repurchase Agreement to be entered into in connection with the closing of the SPAC Merger, the form of which is attached as Exhibit 7.

Upon consummation of the SPAC Merger and the related Repurchase, only two parties will own or control 5% or more of any class of voting shares of SoFi Technologies.¹⁰

Investor	Aggregate Number of ST Common	Aggregate Number of ST Nonvoting Common Stock	Percent of Voting Shares ¹¹
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⁹ Currently, SoFi, Inc. is a privately held company. To date, SoFi, Inc. has issued shares of: (a) Common Stock; (b) Non-Voting Common Stock; (c) Non-Redeemable Preferred Stock (as Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, Series G Preferred Stock, Series H Preferred Stock and Series H-1 Preferred Stock); and (d) Redeemable Preferred Stock (as Series 1 Preferred Stock) (collectively, “Preferred Stock”). The current certificate of incorporation for SoFi, Inc. includes a number of shareholder rights based on (i) the individual series of shares and (ii) certain grouped series of Preferred Stock. Please see Confidential Exhibit J for more detailed information regarding the current capitalization and ownership of SoFi, Inc. Please see Exhibit 10 for more detailed information regarding SCH’s current ownership.

¹⁰ Pursuant to Regulation Y, the Series 1 Preferred Stock and the ST Common Stock would be considered a single “class of voting shares.” 12 CFR 225.2(q)(3). The Series 1 Preferred Stock votes together as a single class with the ST Common Stock on all matters. The Series 1 Preferred Stock also have certain voting rights limited to matters that would significantly and adversely affect the rights or preferences of the security, consistent with the Federal Reserve’s definition of “nonvoting shares.” 12 CFR 225.2(q)(2). The Series 1 Preferred Stock will constitute approximately 1% of the combined voting ownership of SoFi Technologies.

¹¹ The calculation assumes that there is an aggregate total of 851,299,964 voting shares consisting of: (1) 798,985,395 ST Common Stock outstanding, (2) 49,080,569 RSUs that are exercisable into ST Common Stock and (3) 3,234,000 shares of Series 1 Preferred Stock outstanding.

	Stock Owned or Controlled	Owned or Controlled	
SoftBank and related parties	127,609,865	15,430,254	14.9%
Red Crow Capital, LLC, Clay Wilkes and family	54,105,600	0	6.2%

Please see Confidential Exhibit K for more detailed information regarding the *pro forma* ownership of SoFi Technologies.

Upon consummation of the Proposed Transaction, no party's proposed investment in SoFi Technologies, individually or as a group acting in concert, would trigger either of the first two prongs of the BHC Act's test for establishing control. No investor, individually or as a group acting in concert, would own or control 25% or more of any class of voting securities or have the ability to elect a majority of the board of directors of SoFi Technologies at the time of consummation.¹² Regulation Y also includes a series of presumptions for determining whether one company has a controlling influence over another.¹³ On consummation of the Proposed Transaction, no investor, individually or as a group acting in concert, including SoftBank and SCH Sponsor, would trigger any presumption of control under Regulation Y. Please see Confidential Exhibit L for additional information regarding ownership.

Additionally, on consummation of the Proposed Transaction, all shareholder rights will be consistent with the restrictions outlined in Regulation Y. No shareholder will be contractually permitted to make or block major operational or policy decisions of the company or have any of the limiting contractual rights itemized in Regulation Y.¹⁴ These rights are outlined in the form of proposed certificate of incorporation for SoFi Technologies that is attached as Exhibit 8 and the shareholder agreements attached as Exhibits 3 through 6.

IV. Required Bank Regulatory Approvals

In addition to this Application, the OCC must approve:

- a) an application to charter Interim Bank as a temporary interim insured national bank, pursuant to 12 CFR 5.33(e)(4), to facilitate the sale of the Bank Merger;
- b) the merger of Interim Bank with and into GP Bank, with GP Bank as the survivor (to be renamed "SoFi Bank") pursuant to the Bank Merger Act;¹⁵ and

¹² 12 U.S.C. § 1841(a)(2); 12 CFR 225.2(e).

¹³ 12 CFR 225 subpart D.

¹⁴ 12 CFR 225.32(d)(1)(ii) and (d)(5).

¹⁵ 12 U.S.C. § 1828(c)(2)(A).

- c) an application to materially alter the composition of the types of assets or liabilities of SoFi Bank (including the entry or exit of business lines), pursuant to 12 CFR 5.53.

V. Public Notice

The form of newspaper notice for this Application is in Exhibit 13. The newspaper notice will appear in: (a) the *Palo Alto Daily Post*, a newspaper of general circulation in Palo Alto, the city in which SCH's headquarters is located; (b) *The San Francisco Chronicle*, a newspaper of general circulation in San Francisco, the city in which SoFi, Inc.'s headquarters is located; and (c) *The Sacramento Bee*, a newspaper of general circulation in Sacramento, California, the city in which GP Bancorp's headquarters and GP Bank's main office are both located.

VI. Compliance with Section 3 of the BHC Act

In reviewing an application under section 3 of the BHC Act, the Federal Reserve must consider: (a) the effect of the transaction on competition,¹⁶ (b) the financial and managerial resources and future prospects of the companies and banks concerned,¹⁷ (c) the effectiveness of the company in combating money laundering activities,¹⁸ (d) the risks to the stability of the U.S. banking or financial system,¹⁹ and (e) the convenience and needs of the community to be served.²⁰

A. Effect of the Proposed Transaction on Competition

Section 3 of the BHC Act prohibits the Federal Reserve from approving a proposal that would result in a monopoly or would be in furtherance of any attempt to monopolize the business of banking in any relevant banking market. The BHC Act also prohibits the Federal Reserve from approving a proposed bank acquisition that would substantially lessen competition in any relevant banking market, unless the anticompetitive effects of the proposal are clearly outweighed in the public interest by the probable effect of the proposal in meeting the convenience and needs of the community to be served.²¹

SoFi Technologies and SoFi, Inc. do not currently control any depository institution and will be materially increasing the activity of GP Bank, which is inherently pro-competitive.²² Moreover, to the extent that SoFi, Inc. is moving certain activities from SoFi, Inc. into GP Bank, this will have no effect on competition because that aspect of the transaction is essentially a

¹⁶ 12 U.S.C. § 1842(c)(1)(A-B); 12 CFR 225.13(a)(1-2).

¹⁷ 12 U.S.C. § 1842(c)(2) and (5); 12 CFR 225.13(b)(1-2).

¹⁸ 12 U.S.C. § 1842(c)(6).

¹⁹ 12 U.S.C. § 1842(c)(7).

²⁰ 12 U.S.C. § 1842(c)(2-3); 12 CFR 225.13(b)(3).

²¹ 12 U.S.C. § 1842(c)(1).

²² Interim Bank will exist for only a moment in time and its merger with GP Bank does not have any competitive effect.

corporate reorganization.²³ As a result, there is no reduction in the number of competitors in the marketplace. Accordingly, the Proposed Transaction will not have adverse competitive effects or result in a lessening of competition. In fact, as described above, the Proposed Transaction will enable SoFi Technologies and SoFi, Inc. to deliver a fuller suite of deposit products to its members and, by funding its lending activities in part with deposits, to compete on a more “level playing field” with bank competitors.

B. Financial and Managerial Resources

As discussed more fully below, SoFi Technologies, SoFi, Inc. and SoFi Bank will have ample financial and managerial resources to successfully consummate the Proposed Transaction and operate SoFi Technologies, SoFi, Inc. and SoFi Bank in a safe and sound manner.

1. Financial Resources

As discussed above, the SPAC Merger and related reorganizational steps will *significantly* enhance and simplify the capital and ownership structure of SoFi Technologies and SoFi, Inc. After the SPAC Merger, SoFi Technologies is projected to have approximately \$3.5 billion in tangible equity. SoFi Technologies and SoFi, Inc. will have traditional common stock as the predominant form of capital. This structure is customary for a bank holding company and encouraged by the Federal Reserve’s capital rules.

At or shortly after consummation of the Proposed Transaction, SoFi Technologies will contribute \$750 million in cash to further capitalize SoFi Bank. SoFi believes that its proposed capital levels are more than commensurate with the level and nature of the risks to which SoFi will be exposed. As demonstrated in Confidential Exhibits G, M and N, on consummation of the Proposed Transaction, SoFi Technologies, SoFi, Inc. and SoFi Bank will all be well capitalized and will have ample financial resources to successfully consummate the Proposed Transaction and operate in a safe and sound manner.

2. Management Resources

SoFi Technologies and SoFi, Inc. will have experienced and cohesive boards of directors and senior executive management teams that are dedicated to serving the needs of its customers. The same individuals will serve as the board of directors and senior executive management team at both SoFi Technologies and SoFi, Inc. The directors and senior executives SoFi, Inc. and SoFi Technologies, as well as the proposed directors and proposed senior executives of SoFi Bank, have extensive experience working at large financial institutions, technology and commercial companies. This combination of talent will ensure that SoFi Technologies, SoFi, Inc. and SoFi Bank will have appropriate leadership and staffing to continue providing a high level of service to all customers, operating in a safe and sound manner and maintaining the effectiveness of their business activities and operations.

²³ See *AmSouth Bank*, 83 Fed. Res. Bull. 528 (1997) (“a reorganization of . . . existing banking operations . . . would not have any significantly adverse effect on competition in any relevant banking market”).

SoFi Technologies and SoFi, Inc. Board of Directors

SoFi Technologies and SoFi, Inc. will have mirrored boards of directors, each with a total of 13 directors. Ten of these directors currently serve on the board of directors of SoFi, Inc.:

SoFi Technologies and SoFi, Inc. Board of Directors	
George Thompson Hutton	Chairman
Steven Jay Freiberg	Vice-Chairman
Ahmed Ali Al-Hammadi	Director
Michael James Bingle	Director
Michel Combes	Director
Clara Liang	Director
Carlos Medeiros	Director
Anthony Noto	Chief Executive Officer of SoFi Technologies/SoFi, Inc., Director
Clay Wilkes	Chief Executive Officer of Galileo, Director
Magdalena Yesil	Director

In addition to these 10 individuals, the Shareholders' Agreement permits SCH Sponsor to nominate two independent directors and Red Crow to nominate one independent director. Please see Confidential Exhibit P for additional information regarding certain directors. Biographical information about each of the proposed directors of SoFi Technologies and SoFi, Inc. is included in Exhibit 11 and Interagency Biographical and Financial Reports ("IBFRs") for each will be provided under separate cover.

The boards of directors of SoFi Technologies and SoFi, Inc., as well as their respective committees, will be identical and will function collectively to ensure appropriate consolidated risk management and oversight. For additional information about the committee structure and each committee's responsibilities, please see Confidential Exhibit Q.

SoFi Technologies and SoFi, Inc. Senior Executives

As discussed above, SoFi, Inc.'s leadership team is deep, seasoned and experienced in large-scale financial services management. Drawn from firms such as Citibank, Goldman Sachs and Capital One, SoFi, Inc.'s leaders have a strong appreciation for risk management and for operating in regulated environments. The following individuals will serve as senior executives of both SoFi Technologies and SoFi, Inc.:

SoFi Technologies and SoFi, Inc. Senior Management	
Anthony Noto	Chief Executive Officer
Christopher Lapointe	Chief Financial Officer
Robert Lavet	General Counsel

Michelle Gill	Executive Vice President and Group Business Unit Leader of Lending and Capital Markets at SoFi, Inc. and proposed Co-Head of Banking Products at SoFi Bank
Maria Renz	Executive Vice President and Group Business Leader of Money, Invest, and Credit Card at SoFi, Inc. and proposed Co-Head of Banking Products at SoFi Bank
Jennifer Nuckles	Executive Vice President and Group Business Unit Leader of Partnerships, Content, @ Work, Relay, & Protect
Aaron Webster	Chief Risk Officer

Biographical information about each of these individuals is included in Exhibit 11. IBFRs for relevant individuals will be provided under separate cover. A more detailed management organizational chart is attached as Confidential Exhibit O.

SoFi Bank Board of Directors

SoFi Bank will have at least five directors, the majority of whom will be independent, outside (nonemployee) directors. These directors have the knowledge and experience to provide effective oversight of SoFi Bank and to actively oversee the implementation of SoFi Bank's business plan. Their collective experience represents deep expertise in banking and financial services, the products, services and competitive environment specific to SoFi Bank, bank regulation and compliance, and the legal, financial management, and operating issues critical to the bank's success.

SoFi Bank's proposed directors are:

SoFi Bank Board of Directors	
Pamela Dearden	Director
John Douglas	Director
Paul Mayer	President, SoFi Bank, and currently Vice President of Strategy at SoFi, Inc., Director
Kris McIntire	Director
William F. Tanona	Chairman of the Board of Directors of SoFi Bank, and currently Senior Vice President of Corporate Development and Investor at SoFi, Inc.

Biographical information about each of the proposed directors of SoFi Bank is included in Exhibit 11.²⁴

²⁴ The OCC Application will include a request for a waiver of the national bank residency requirement of 12 U.S.C. § 72. Under the waiver, upon election to the board of directors, none of the Bank's seven directors will be required to reside in Utah or within 100 miles of the national bank's main office for at least one year immediately

SoFi Bank Senior Executives

SoFi Bank's senior executives will be:

SoFi Bank Senior Management	
Paul Mayer	President, SoFi Bank, and currently Vice President of Strategy at SoFi, Inc.
Jon Auxier	Chief Financial Officer, currently Vice President and Corporate Treasurer at SoFi, Inc.
Robert Lavet	General Counsel
Michelle Gill	Executive Vice President and Group Business Unit Leader of Lending and Capital Markets at SoFi, Inc. and proposed Co-Head of Banking Products at SoFi Bank
Maria Renz	Executive Vice President and Group Business Leader of Money, Invest, and Credit Card at SoFi, Inc. and proposed Co-Head of Banking Products at SoFi Bank
Aaron Webster	Chief Risk Officer

The proposed senior management team, led by Mr. Mayer, has strong banking, finance and regulatory experience and is well-prepared to implement SoFi Bank's proposed Business Plan. There will be a small number (less than 10) of "dual hatted" employees that will play roles within SoFi Bank, SoFi Technologies/SoFi Inc. or other affiliates. For additional information regarding the management plan for SoFi Bank, including a discussion of the board of directors and management committee structures, please see Section V of SoFi Bank's Business Plan at Confidential Exhibit G.

Risk Management

SoFi Technologies' and SoFi, Inc.'s consolidated risk management framework will be overseen by the board of directors of SoFi Technologies and will incorporate the three lines of defense model. As established under the three lines of defense model, the business and supporting functions (as the first line of defense) own the risk and are accountable for identifying, measuring, monitoring, managing and reporting the risks associated with their activities. Internal Audit, as the third line of defense, provides an independent assessment of SoFi's control environment and risk management processes using a risk-based methodology developed from professional auditing standards.

preceding their election. Granting the waiver supports the safety and soundness of SoFi Bank because it allows the Bank to (a) attract and retain more experienced directors and (b) collectively form a more diversified board than if the directors needed to be selected from in-state applicants. Further, it is anticipated that SoFi, Inc. and SoFi Bank will be coordinated in their mission and business plans, and granting this waiver allows SoFi Bank to include on its board persons who have valuable management experience at SoFi, Inc. but do not reside in Utah.

As the second line of defense, the risk and compliance functions within SoFi are responsible for: (a) establishing a clear Risk Appetite Framework and adherence monitoring capabilities; (b) supporting management by establishing the risk infrastructure and best-practice standards; (c) developing risk policies and procedures, Model Risk Management oversight, analytical model validation, data resources, and performance reporting processes; (d) monitoring, overseeing, and safeguarding SoFi's financial and reputational matters; (e) ensuring compliance with laws and regulations; and (f) risk escalation and board reporting.

SoFi Technologies' and SoFi, Inc.'s boards of directors and senior management will oversee the risk and compliance programs through management and board risk and audit committees. This includes ensuring that SoFi has a robust consolidated risk management framework and policies to effectively identify, measure, monitor and control risk. As noted above, the boards of directors of SoFi Technologies and SoFi, Inc., as well as their respective committees, will be identical and will function collectively to ensure appropriate consolidated risk management and oversight. For additional information regarding SoFi's consolidated risk management framework, the three lines of defense, charts outlining specific duties and responsibilities, as well as information regarding information security and privacy programs, please see Confidential Exhibit R. Please see Confidential Exhibit S for additional information regarding SoFi's compliance risk management program. For additional information on risk management at the bank level, please see Sections V and VI of SoFi Bank's Business Plan at Confidential Exhibit G.

Integration of GP Bank's Operations

It is anticipated that, for the foreseeable future, the current community banking business of GP Bank will continue to operate within GP Bank's current parameters in terms of (a) community and branch footprint, (b) products, and (c) management and staff, within the broader risk management, control, and governance framework of SoFi Bank. The legacy GP Bank operations will do business as "Golden Pacific Bank, a division of SoFi Bank, N.A." It is also expected that SoFi Bank will maintain the GP Bank lending programs across its commercial lending categories, as well as GP Bank's deposit footprint serving both commercial and retail customers.

To ensure a smooth transition of these community banking operations into the larger national business model of SoFi Bank, Virginia Varela, the current President and Chief Executive Officer of GP Bank, will join SoFi Bank as the Head of Community Banking. Ms. Varela will oversee the community banking division of SoFi Bank as President of the GP Bank division, and will serve as a key advisor to the Bank's management team as a whole. Ms. Varela has more than 30 years of experience within the banking industry, both as a bank executive and as a regulator. Ms. Varela will oversee the day-to-day operations of the legacy GP Bank business, including greater Sacramento commercial lending and deposit operations, management of the branch locations, implementation of the Community Reinvestment Act ("CRA") programs and community relations in the local market, and overall financial performance of the community bank division.

The risk management functions at GP Bank will be fully integrated into the planned SoFi Bank risk management framework and operating structure. Ms. Varela will serve as a key point of coordination on integrating key financial and risk functions of the community bank into the overall financial, control, and risk management framework of SoFi Bank.

It is not anticipated that there will be any material changes to the staffing of the legacy GP Bank operations. However, SoFi Bank will establish reporting relationships for key financial, risk and control staff/functions up to these leaders at the SoFi Bank level, to ensure appropriate visibility and program alignment, while continuing to coordinate closely with the community bank management on a day-to-day level. Additional information regarding integration planning for legacy GP Bank operations can be found in SoFi Bank's Business Plan at Confidential Exhibit G.

Response to COVID-19

With the onset of the Covid-19 crisis, the Company moved proactively to address the needs of its members and employees, as well as its financial stability. For members, the Company offered an automated, streamlined, no-fee forbearance program, along with enhanced content and disclosures to help them make informed decisions. For employees, the Company shifted quickly and effectively to a work-from-home model, and it has strengthened its internal communication programs and support resources.

To address liquidity risks and financial resilience, SoFi, Inc. quickly and substantially increased its cash position and its committed warehouse financing capacity, moderated loan origination volumes, and executed a series of sizable loan sales/securitization transactions in a challenged capital markets environment. As of the fourth quarter 2020, the capital markets have largely returned to pre-Covid levels of demand, and loan premiums paid by buyers also have returned to normal levels.

Even with the major economic disruptions of 2020, SoFi, Inc. was still able to substantially grow revenue and cash profitability. It is expected that the economy will continue to recover gradually throughout 2021 and into 2022. Even with remaining headwinds, SoFi Technologies, SoFi, Inc. and SoFi Bank are each well positioned in terms of credit, market, liquidity, and operational risk, and project continued growth in revenue and earnings. The Business Plan, as well as the *pro forma* and projected financial statements, include loan origination growth assumptions that reflect a mix of reasonable extrapolations from the Company's recent experience, consideration of the size of market segments and the bank's potential share, and a sober assessment of the recovery trajectory from Covid-19 crisis. See Confidential Exhibits M and N for a detailed discussion of the Company's financial strengths and financial projections.

C. Anti-Money Laundering Compliance

The BHC Act requires that, in considering an application under section 3 of the BHC Act, "the Board shall take into consideration the effectiveness of the company or companies in combating money laundering activities." SoFi has a robust consolidated risk management framework and policies to effectively identify, measure, monitor and control compliance risk on

an ongoing basis. SoFi, Inc. currently has in place effective measures to combat money laundering and terrorism financing, including strong anti-money laundering (“AML”) programs and infrastructure to comply with the Bank Secrecy Act (the “BSA”), the USA PATRIOT Act and Office of Foreign Assets Control (“OFAC”) sanctions and their implementing regulations, and is committed to maintaining a comprehensive and effective BSA/AML/OFAC management framework for SoFi Bank. SoFi’s AML/BSA program includes:

- a BSA/AML Officer, who will report directly to the Chief Compliance Officer (“CCO”) and have direct access to the Audit and Risk Committee of the board whenever needed;
- a system of internal controls to ensure ongoing compliance and an ongoing assessment of risk mitigation protocols;
- training of all appropriate personnel in BSA/AML and fraud red flags; and
- independent, objective testing of the BSA/AML program by the internal audit function.

This program will be supported by well-established industry-recognized procedures, strengthened by procedures to support U.S. resident member acquisition, identification and ongoing transaction monitoring in web and mobile environments. For additional information on the plans to extend SoFi’s BSA/AML/OFAC policies and procedures to SoFi Bank, please see SoFi Bank’s Business Plan at Confidential Exhibit G, particularly the Description of Financial Crimes: BSA/AML, Fraud and Sanctions (Section VI) and the Draft Anti-Money Laundering Policy, included in Appendix B to the Business Plan.

D. Financial Stability

Pursuant to section 3(c)(7) of the BHC Act, the Federal Reserve must consider in every application under section 3 of the BHC Act whether the proposed acquisition would result in greater or more concentrated risks to the stability of the U.S. banking or financial system.²⁵ Neither the Federal Reserve nor any other federal banking agency has issued or proposed regulations defining how the agencies would take financial stability considerations into account in reviewing a bank acquisition. However, the agencies, through approvals of bank and bank holding company acquisitions, have set forth several metrics that they believe capture the systemic “footprint” of the resulting banking organization and the incremental effect of the transaction on the systemic footprint of the acquiring banking organization.²⁶

In the absence of any regulations defining how the agencies would take financial stability considerations into account in reviewing a bank acquisition, the Federal Reserve’s February 2012 order approving the acquisition by Capital One Financial Corporation of ING Bank, fsb

²⁵ 12 U.S.C. § 1842(c)(7).

²⁶ See *Capital One Financial Corporation*, FRB Order No. 2012-2 (Feb. 14, 2012). See also *BB&T Corporation*, FRB Order No. 2015-35 (Dec. 23, 2015); *CIT Group, Inc.*, FRB Order No. 2015-20 (July 19, 2015); *The PNC Financial Services Group, Inc.*, 98 Fed. Res. Bull. 16 (2012).

(the “Capital One Order”)²⁷ sets forth several metrics it stated would be considered. These metrics include:

1. whether the proposal would result in a material increase in risks to financial stability owing to the increase in size of the combining firms;
2. whether the proposal would result in a reduction in the availability of substitute providers for the services offered by the combining firms;
3. the extent of interconnectedness among the combining firms and the rest of the financial system;
4. the extent to which the combining firms contribute to the complexity of the financial system; and
5. the extent of cross-border activities of the resulting firms.

Also interwoven in the Federal Reserve’s analyses is the relative degree of difficulty of resolving the resulting firm. A banking organization that can be resolved in an orderly manner is less likely to inflict material damage to the U.S. financial system or economy.

The Federal Reserve notes in its approvals that these categories are not exhaustive, and additional categories could affect its decision-making. For example, in addition to these quantitative measures, the Federal Reserve considers “qualitative factors, such as the opaqueness and complexity of an institution’s internal organization, which are indicative of the relative degree of difficulty of resolving the resulting firm.”²⁸

An analysis of these metrics as applied to the parties involved in the Proposed Transaction demonstrates that the proposal would not result in greater or more concentrated risks to the stability of the U.S. financial system. The particular metrics considered by the Federal Reserve are analyzed below.

Further, the Federal Reserve has adopted a presumption that proposals involving an acquisition of less than \$10 billion in assets or that result in an organization with less than \$100 billion in assets do not raise material financial stability concerns, absent evidence that the transaction would result in a significant increase in interconnectedness, complexity, cross-border activities, or other risk factors.²⁹ The Proposed Transaction involves an acquisition of approximately \$150 million in assets, which is far below the \$10 billion asset threshold, and would result in an organization of less than \$10 billion in assets, which falls significantly under the \$100 billion threshold. Accordingly, the presumption that the Proposed Transaction does not

²⁷ *Capital One Financial Corporation*, FRB Order No. 2012-2 (Feb. 14, 2012); *see also BB&T Corporation*, FRB Order No. 2012-8 (July 31, 2012); *Trustmark Corporation*, FRB Order No. 2013-1 (Jan. 24, 2013). *See* Letter from Stephen A. Lybarger, Deputy Comptroller for Licensing, to Richard K. Kim, Esq. (Mar. 9, 2012); *see also* OCC Corporate Decision #2012-05 (Apr. 2012) (analysis of the Financial Stability Factor in the letter approving the merger of RBC Bank (USA) into PNC Bank, National Association).

²⁸ *Capital One Order* at 29-30.

²⁹ *See People’s United Financial, Inc.*, FRB Order No. 2017-08 (Mar. 16, 2017) at 25; *First Interstate Bank*, FRB Order No. 2019-17 (Mar. 22, 2019) at 18.

raise material financial stability concerns should apply. As discussed below, there is also no evidence that the Proposed Transaction would result in a significant increase in interconnectedness, complexity, cross-border activities, or other risk factors. Accordingly, the presumption that the Proposed Transaction does not raise material financial stability concerns should apply.

Size. The Financial Stability Factor relating to size and availability of substitute providers of critical products may be informed by other aspects of the BHC Act's requirements, namely compliance with (1) antitrust standards, (2) the 10% national deposit cap for certain interstate acquisitions³⁰ and (3) the 10% national liabilities cap.³¹ Concerning the 10% national deposit cap, 12 U.S.C. § 1842(d) provides that the Federal Reserve may not approve an interstate acquisition if, upon consummation, the applicant would control more than 10% of the total amount of deposits of insured depository institutions in the United States ("nationwide deposits"). The deposits of GP Bank account for a *de minimis* percentage of total nationwide deposits. On consummation, the combined company would hold only a fraction of 1% of nationwide deposits and thus would be well under the nationwide deposits concentration limit. Similarly, nationwide liabilities and would be well under the nationwide liabilities concentration limit. Moreover, given the relative sizes of SoFi and GP Bancorp, the Proposed Transaction is essentially a corporate reorganization that would not materially increase the size of SoFi. Accordingly, the Proposed Transaction is not likely to pose a separate discernible risk to the financial stability of the U.S. banking or financial system based on size metrics.

Substitutability. The substitutability factor recognizes that a banking organization is more systemically important if it provides important products and services that customers would have difficulty replacing if the banking organization were to fail. SoFi and GP Bancorp currently offer, and, after the Proposed Transaction, SoFi Bank will offer, a range of retail banking products and commercial loans, including checking and savings accounts, and consumer and commercial loan products. None of these offerings can be regarded as highly specialized or "critical" financial products available from only a small number of providers. Indeed, to the contrary, there are a large number of providers of each of their products and services nationally, regionally and, to the extent relevant, in any local markets where SoFi and SoFi Bank may operate. For instance, there are approximately 5,250 competing FDIC-insured depository institutions in the United States offering retail savings accounts, checking accounts and certificates of deposit, and approximately 5,680 competing providers of residential mortgages, according to Home Mortgage Disclosure Act data. In addition, as described above, these services are generally considered by the Federal Reserve to be unconcentrated and national in scope, with numerous competitors. Accordingly, there are no issues that arise from the Proposed Transaction based on this metric.

Interconnectedness. In evaluating financial systemic risk, the Federal Reserve evaluates the interconnectedness of a banking organization because the failure of a bank to meet payment obligations to other banks can accelerate the spread of financial contagion when the banking organization is highly interconnected with other financial firms. As should be clear from the

³⁰ See 12 U.S.C. § 1842(d).

³¹ See 12 U.S.C. § 1852.

prior description, the Proposed Transaction would not materially increase, or change in any way, the interconnectedness of the U.S. banking or financial system. SoFi and GP Bancorp do not currently engage, and as a result of the Proposed Transaction, SoFi and SoFi Bank would not engage, in business activities or participate in markets to a degree that would pose a significant risk to other institutions in the event of financial distress at the resulting company. SoFi and GP Bank do not currently constitute, nor as a result of the Proposed Transaction would SoFi or SoFi Bank constitute, a critical services provider or be so interconnected with other firms or the markets that either entity would pose a significant risk to the U.S. financial system in the event of financial distress. The Proposed Transaction, therefore, would not increase the interconnectedness of the combined organization in any meaningful manner.

Cross-Border Activity. In evaluating financial stability risk, the Federal Reserve evaluates a banking organization's cross-border activity because a banking organization with significant international activities can transmit financial problems from one country to another during a financial crisis. Banks with significant cross-border activities also are more difficult to resolve because they require coordination with foreign authorities and access to foreign assets. SoFi has only limited operations outside the United States, and it otherwise engages only in a small amount of cross-border activities.³² GP Bancorp has no operations outside the United States. Accordingly, the Proposed Transaction would not result in any meaningful increase in cross-border operations or activities and would not create difficulties in coordinating any resolution of the combined company or otherwise increase the risks to U.S. financial stability.

Complexity. The complexity of a banking organization is relevant to the Federal Reserve's financial stability risk analysis because highly complex operations have a broader impact on the financial system and generally are more difficult to resolve if they fail. The Proposed Transaction would not contribute to the overall complexity of the U.S. banking or financial system. The Proposed Transaction does not involve the purchase or assumption of any complex assets or liabilities. The resulting banking organizations would not have an organizational structure, complex interrelationships or other unique characteristics that would complicate resolution of the firm or otherwise pose a significant risk to the U.S. banking or financial system in the event of financial distress.

In view of the foregoing, the Proposed Transaction will not result in greater or more concentrated risks to the stability of the U.S. banking or financial system, and therefore, the financial stability considerations are consistent with approval of the Proposed Transaction.

E. Commitment to the Community Reinvestment Act

As discussed above, SoFi, Inc. was founded to meet the needs of individuals that are not well served by more established financial institutions, and has continued to evolve to provide its members a broad suite of products and content to help them "Get Their Money Right." This

³² In April 2020, SoFi, Inc. announced that it was expanding into its first international market through the acquisition of the online brokerage firm 8 Securities, which is based in Hong Kong. The acquisition allows SoFi, Inc. to offer its comprehensive investing platform in Hong Kong; the 8 Securities platform has been rebranded as SoFi and is available to Hong Kong residents. This operation is modest in scale. For example, currently, SoFi, Inc. has approximately 40 employees in Hong Kong. Galileo currently offers financial services in Mexico, also at a modest scale. Please see Confidential Exhibit V for additional information regarding international operations.

includes providing convenient digital access to financial solutions and offering information and tools to help members make thoughtful decisions on managing their financial lives.

Building on this legacy, SoFi Bank will fully embrace its obligations under the CRA and will have a strong commitment to meeting the needs of all the communities it serves, including low- and moderate-income (“LMI”) individuals and communities. Consistent with this obligation, as well as with safe and sound banking practices, SoFi Bank will pursue a robust CRA program of lending, qualified investment, and community development services within its proposed CRA assessment areas. Management intends to administer its CRA program with an objective of achieving a performance rating of “Outstanding.”

Given SoFi and SoFi Bank’s national, digital footprint, SoFi Bank expects to have its CRA performance evaluated under the Strategic Plan option permitted by OCC regulations. SoFi Bank’s initial Strategic Plan (which is currently in draft form) will be for a three-year term and will enable the bank to tailor its goals and objective with its unique strategy, operational focus, capacity and constraints. SoFi Bank will consult with the OCC, in addition to further consultation with the communities it will serve, as it finalizes and seeks approval for the Strategic Plan. The Strategic Plan includes specific objectives for lending to LMI individuals, as well as four main initiatives related to community development investments and services— (1) promoting affordable housing; (2) small business growth; (3) digital equality; and (4) financial literacy. A copy of the draft Strategic Plan is attached as Confidential Exhibit G1.

SoFi Bank expects to designate the Salt Lake City Metropolitan Statistical Areas (“MSA”) as a “facility-based assessment area” for purposes of evaluation under the CRA. The Salt Lake City MSA is comprised of two counties in northern Utah—Salt Lake and Tooele counties—and is where SoFi Bank will have its main office. In addition to the Salt Lake City MSA, on consummation of the Proposed Transaction, SoFi Bank will have branch locations and offices in California as well as office locations in Texas, Florida and New York. SoFi Bank also anticipates that 5% or more of its retail deposits will come from these same states. As a result, SoFi Bank’s Strategic Plan includes the states of California, Florida, New York and Texas as “deposit-based assessment areas.” In addition, SoFi Bank will designate a second facility-based assessment area associated with GP Bank’s operations. The current CRA assessment area for GP Bank includes part of the Sacramento Combined Statistical Area (Sacramento County of the Sacramento-Roseville-Arden-Arcade MSA and Sutter County and Yuba County of the Yuba City MSA), which is in the State of California. SoFi Bank expects to assume all of GP Bank’s current CRA commitments to community organizations as it incorporates GP Bank’s CRA activities into its overall CRA Strategic Plan.

The Strategic Plan includes detailed quantitative goals per assessment area for each of the lending, community development investment and community development services tests. Over the initial three-year term of the Strategic Plan, it is expected that lending to LMI individuals and community development investments within the bank’s assessment areas will total in the multiple hundreds of millions of dollars.

The draft Strategic Plan—not yet incorporating the GP Bank acquisition—has recently been submitted to the OCC for feedback. Based on this feedback, additional consultation with potential community development partners, and incorporation of the GP Bank assessment area, it

is expected that a final Strategic Plan would be submitted for review within approximately the next 60 days.

SoFi Bank's CRA Officer, CCO, CRA Committee members and other key leaders are committed to fostering and maintaining ongoing engagement with community development organizations and developers of affordable housing. SoFi Bank will engage with representatives from community organizations ("Community Partners") within the bank's assessment areas, and as warranted, from national organizations. Although the Community Partners will vary in focus and scope, the majority of organizations will have a focus consistent with at least one of SoFi Bank's CRA-themed initiatives outline above and will include local housing agencies, non-profit community service providers, educational service providers and organizations focused on helping small businesses succeed.

Fair Lending

SoFi is committed to maintaining a robust fair lending compliance program consistent with all applicable fair lending laws and regulations. SoFi Bank will focus on safe and sound lending practices that are fully supported by a comprehensive compliance program that monitors and tests for adherence to applicable law and regulations, including those addressing fair lending, disparate impact and the avoidance of abusive lending practices.

Historically, SoFi Inc. has regularly engaged a respected, independent third party to perform an annual fair lending assessment and disparate impact testing on SoFi's policies, procedures and practices. The results of the reports have been shared with the Company's Audit Committee. SoFi Bank will continue to perform fair lending testing and disparate impact analysis in-house with the support of specialized software, and may also utilize independent third parties as needed. SoFi Bank will share the Fair Lending testing results with both the Bank's board of directors and its applicable Board Committees, as well as with the Company's board of directors and its Audit and Risk Committee.

SoFi Bank Compliance maintains a detailed Fair Lending policy and will continue to require annual Fair Lending essentials training for all Bank employees. In addition, SoFi Bank Compliance and Quality Assurance will continue to perform phone monitoring for allegations of discrimination or other fair lending issues. Compliance also reviews all consumer complaints where there are allegations of discrimination or unfair acts or practices.

In addition, SoFi Compliance performs Compliance Assurance monitoring and Internal Audit conducts an annual Lending and Servicing Audit each of which have the opportunity to uncover fair lending concerns based on reviews of how loan applications are approved or declined, how credit and pricing exceptions are granted, and how loans are serviced after origination.

SoFi, Inc., and SoFi Bank's corporate values reflect its dedication to adherence to Fair Lending practices. These values include "Put our members' interests first," "Run after Problems," "Embrace Diversity," "Get to the truth and make principle-based decisions" and "Do the Right Thing."

Corporate Governance and Oversight

SoFi Bank's CRA Program will fall under the purview of the bank's board of directors. A management level CRA Committee will assist the board of directors in fulfilling its oversight responsibilities with respect to the operation and effectiveness of the bank's programs, policies and practices concerning regulatory compliance with the CRA. The CRA Committee will report to the board directors on CRA policies, goals, exam and performance management, along with an annual review and approval of the bank's CRA assessment areas.

Sofi Bank, as part of its Compliance Department, will maintain a dedicated CRA Officer, Angie Smedley, who will report directly to the CCO, Steve Atkin. Ms. Smedley, who has over 20 years of experience working on CRA matters for large banking organizations, will be charged with implementation of the Bank's CRA Strategic Plan through the development of a robust CRA program and regular reporting structure with results provided to the CCO, CRA Committee and ultimately, to the board of directors. Please see Exhibit 11 for Ms. Smedley's biographical information.

It is currently anticipated that SoFi Bank's CCO, Steve Atkin, will serve as the UDAAP and Fair Lending Officer. The CCO will be supported by a compliance team that has extensive experience with those regulatory requirements. Mr. Atkin has over 30 years of experience in the financial services industry. Please see Exhibit 11 for Mr. Atkin's biographical information.

SoFi, Inc. and its affiliates have been regularly examined by the Consumer Financial Protection Bureau and state regulators. SoFi Bank will continue to work with its regulators to ensure compliance with laws and regulations.

GP Bank's CRA Performance Record

GP Bank fully embraces its obligations under the CRA and has a strong commitment to meeting the needs of the communities it serves. The bank recognizes the vital importance of customizing products and services to particular banking needs and effective community reinvestment programs. The bank's commitment to meeting the banking and credit needs of the communities it serves is reflected in its community reinvestment programs and in its record of achievement under these programs.

GP Bank received a CRA performance rating of "Satisfactory" at its most recent evaluation by the OCC, as of April 1, 2019. The OCC cited the following findings as major factors of the products, programs and services that supported the "Satisfactory" rating:

- GP Bank's loan-to-deposit ("LTD") ratio was reasonable considering the bank's size, financial condition, and credit need of its CRA assessment area. The LTD ratio demonstrates a willingness to lend and the bank had an average LTD of 83% over the 12 quarters ended December 31, 2018, which exceeded a peer group's quarterly LTD of 70% over that same period.
- A majority of GP Bank's loans were made within GP Bank's CRA assessment area. For example, in the 2017-2018 period, 54% of the of the bank's loans, by dollar, originated within its defined CRA assessment area.

- GP Bank exhibited a reasonable distribution of loans to businesses of different sizes.
- GP Bank exhibits a reasonable geographic distribution of its loans.
- There were no public consumer complaints about the bank's performance under the CRA during the review period.

The OCC also confirmed that GP Bank had not engaged in discriminatory or other illegal credit practices identified by the OCC.

F. Convenience and Needs and Public Benefits

Building on SoFi, Inc.'s success to date as a national, digital lender, SoFi Technologies, SoFi, Inc. and SoFi Bank will serve the convenience and needs of its customers by offering a broad suite of consumer lending and deposit products as well as wealth management, insurance and financial planning services, delivered via intuitive, convenient digital-delivery channels.

SoFi's offerings are specifically designed to address market gaps for customers not well served by traditional financial institutions. SoFi's focus on combining innovative technology and tools with competitively priced financial services products responds particularly to the emerging segments of the overall market that are seeking to manage their finances via mobile, digital-delivery channels. In the time of COVID-19, the need for well-functioning digital financial services is more important, and more in demand, than ever.

SoFi's customer growth is evidence that the public is increasingly seeing value in its offerings. Over the last year (to December 31, 2020), SoFi's "member" base has grown more than 80%, to approximately 1.8 million. Within this group, the number of members who have chosen more than one SoFi product grew by more than 200%.

As discussed above, it is anticipated that, for the foreseeable future, SoFi Bank will continue to operate the current community banking business of GP Bank within its current parameters in terms of its branch locations and products offered. The legacy GP Bank operations will do business as "Golden Pacific Bank, a division of SoFi Bank, N.A." SoFi Bank expects to maintain the current GP Bank lending program across its commercial lending categories as well as the bank's deposit footprint serving both commercial and retail customers. In time, legacy GP Bank customers also will be able to take advantage of products and services currently offered by SoFi Inc. but that are not offered by GP Bank, such as fully mobile deposit products and a full suite of consumer loans.

The Proposed Transaction will result in a number of other benefits that will enable the combined organization to more effectively compete and serve customers. For example, the combined organization will be able to fund its lending operations at lower cost and with greater diversification. This will enable SoFi Bank to offer more competitively priced products and services to its customers. Additionally, the Proposed Transaction will enable the combined organization to grow its balance sheet with high-quality assets that create a larger proportion of earnings from net interest margin, which is more resilient over time. This will result in a safer

banking organization that will be able to reliably meet consumer demand through a variety of market cycles. Further, SoFi will be able, over time, to reduce its dependence on third-party bank partners to provide certain services. This creates the opportunity for SoFi and SoFi Bank not only to achieve cost savings, but also to respond to customer needs more quickly and effectively.

SoFi is developing a thorough plan to expeditiously integrate the two organizations with minimum disruption to current clients. Based on all of the above, the convenience and needs of the communities served by the combined banking organization will be served by the Proposed Transaction.

VII. Financial Holding Company Election and Nonbanking Activities

As noted above, in connection with becoming bank holding companies, SoFi Technologies and SoFi, Inc. also are electing to become FHCs pursuant to section 4(l) of the BHC Act and section 225.82 of Regulation Y. Regulation Y specifically contemplates requests to become a FHC submitted in connection with an application to become a bank holding company.³³ The regulation requires SoFi Technologies and SoFi, Inc. to certify that each depository institution that they will control at the time of becoming bank holding companies will be both “well capitalized” and “well managed” as of the date of consummation.

On consummation of the Proposed Transaction, SoFi Technologies, SoFi, Inc. and SoFi Bank will be “well managed” and “well capitalized” as defined in Regulation Y. The Federal Reserve may determine that SoFi Technologies, SoFi, Inc. and SoFi Bank are “well managed” under Regulation Y after a review of the managerial and other resources of the company and after consulting with appropriate federal and state banking agencies.³⁴ As outlined in the *pro forma* financials provided at Confidential Exhibit M, SoFi Technologies, SoFi, Inc. and SoFi Bank all will be “well capitalized” under Regulation Y on consummation of the Proposed Transaction.³⁵ GP Bank currently has a “Satisfactory” CRA rating and, as discussed above, SoFi Technologies, SoFi, Inc. and SoFi Bank will have a robust CRA program that is consistent with approval of the Application and this election to become FHCs.

SoFi plans to continue engaging in a variety of nonbanking activities that are specifically permissible for a FHC. Several subsidiaries of SoFi offer an array of financial products and services directly to its customers. Other subsidiaries provide services to or on behalf of SoFi, Inc. or other affiliates. Please see Confidential Exhibit H for a chart listing each nonbanking subsidiary of SoFi, Inc. and the relevant statutory and regulatory authority for it to be held under the BHC Act. Exhibit 12 includes a list of all current licenses and registrations for each applicable subsidiary.

The following is a summary of the major business operations of SoFi’s subsidiaries:

³³ 12 CFR 225.82(f).

³⁴ 12 CFR 225.2(s)(1)(ii).

³⁵ 12 CFR 225.2(r).

SoFi Securities LLC

SoFi Securities, a New York limited liability company organized as a wholly owned subsidiary of SoFi, Inc., offers securities-related products and services to affiliates and retail customers, including the following:

- a) acts as an introducing broker-dealer for retail securities accounts at Apex Clearing Corp.;
- b) facilitates self-directed equity securities transactions for retail customers, including fraction interest in equity securities;
- c) executes discretionary transactions transmitted by SoFi Wealth in retail customer accounts in connection with strategically allocated portfolios; and
- d) carries cash accounts of retail customers in the form of a Cash Management Account, which allows for use of features such as debit card spending and checking.

SoFi Wealth, LLC

SoFi Wealth, a Delaware limited liability company organized as a wholly owned subsidiary of SoFi, Inc., offers investment advisory services to retail customers. Services include both investment advice to individual investors utilizing proprietary software, which results in a recommendation of a strategically allocated portfolio of securities intended to align with the customers stated risk tolerance, as well as personalized advice from an experienced team of Investment Advisory Representatives. SoFi Wealth is registered with the SEC as an Investment Adviser.

SoFi Digital Assets, LLC

SoFi Digital, a Delaware limited liability company organized as a wholly owned subsidiary of SoFi, Inc., executes transactions in virtual currencies at the direction of retail customers. Customers may only purchase or sell one of five commonly held virtual currencies, and exchanges between currencies or withdrawal of virtual currency in-kind is not permitted. Any purchase of virtual currency must be converted to fiat prior to a purchase of another digital asset or withdrawal. All deposits and withdrawals of customer funds are transmitted through SoFi Securities, and customers must hold a brokerage account with SoFi Securities to facilitate such deposits and withdrawals from an account at SoFi Digital. SoFi Digital (a) is registered as a money transmitter in states where such law applies to virtual currency, (b) holds a BitLicense in the State of New York, and (c) is registered as a Money Service Business (MSB) with the Financial Crimes Enforcement Network (FinCEN). SoFi Digital is currently seeking licensure as a money transmitter in all 50 states and the District of Columbia to allow for contemplated money services business activities. Please see Confidential Exhibit T for additional information regarding SoFi's virtual currency activities and their permissibility under the BHC Act.

SoFi Capital Advisors LLC

SoFi Capital Advisors, a Delaware limited liability company organized as a wholly owned subsidiary of SoFi, Inc., acts as the general partner of SoFi Prime Income Fund, LP. SoFi Capital Advisors is registered with the SEC as an Investment Adviser. SoFi Prime Income Fund, LP is a private investment fund and partnership that, in 2017, acquired residual interests issued in asset-backed securitizations that were sponsored by its affiliate SoFi Lending Corp. on the secondary market. The residual interests represent underlying collateral in unsecured private credit education loans and unsecured consumer loans originated by SoFi Lending Corp. SoFi Prime Income Fund, LP's acquisition of residual interests assisted Social Finance, Inc. and its affiliates in complying with the requirements of the U.S. risk retention rules.

The "SoFi Invest" business unit, which includes SoFi Securities, SoFi Wealth, SoFi Digital, and Capital Advisors (and their related subsidiaries) is operated as a distinct business unit under SoFi, Inc. Once SoFi Bank is operational, the Company anticipates that there will be several points of connection between SoFi Bank and the SoFi Invest business. In particular, the Company anticipates that there will be an intercompany agreement to facilitate sweeps of certain cash balances in brokerage accounts into FDIC-insured deposit accounts inside SoFi Bank. In addition, the Company anticipates that there will be information sharing between the bank and other SoFi Inc. affiliates, including SoFi Invest, to support an optimal customer experience (where members have products inside and outside the bank), and to facilitate offering a range of new products to SoFi members both inside and outside the bank.

SoFi Life Insurance Agency, LLC

SoFi Insurance refers SoFi members who may be interested in life, property and/or casualty insurance to third-party insurance providers. SoFi Insurance does not offer insurance products directly. SoFi Insurance offers consumers information about insurance policies through webpages on the SoFi website titled "SoFi Protect." SoFi does not require any customers of any of its loans or other products to obtain insurance through SoFi Insurance. Currently, SoFi Agency has insurance producer licenses for life, property and casualty insurance licenses in all 50 states and the District of Columbia, *except* Florida, Maryland, New Jersey, New York and Tennessee.

- In New York, SoFi Agency has an insurance agency license for life insurance and a pending agency license for property and casualty insurance.
- In Florida, Maryland, New Jersey and Tennessee, SoFi Agency has pending insurance agency licenses for life, property and casualty insurance.
- SoFi Agency holds a residency license in Utah.

The Company anticipates that there will be information sharing between the bank and other SoFi, Inc. affiliates, including the insurance agency, to support an optimal customer experience (where members have products inside and outside the bank), and to facilitate offering a range of new products to SoFi members both inside and outside the bank.

SoFi Lending Corp.

SoFi Lending is a licensed installment and mortgage lender. SoFi Lending originates student loans, personal loans and mortgage loans. It acts as master servicer for personal loans and conforming mortgage loans, and it performs all servicing activities on the personal loans it originates. SoFi Lending also serves as administrator for the trusts formed in connection with securitization transactions. It is expected that SoFi Bank will originate the loan products that SoFi Lending currently originates and that SoFi Lending will at some point wind down its business after SoFi Bank becomes operational.

Galileo Financial Technologies

Galileo is a digital payments solutions platform that operates as an independent subsidiary of SoFi, Inc. SoFi, Inc. acquired Galileo in May 2020. Galileo operates as a transaction processor for a variety of financial services providers, through its suite of Program, Event, and Authorization Application Programming Interfaces. This allows Galileo to provide the infrastructure to facilitate core customer-facing and back-end transactional capabilities, with particular concentration in debit card processing. Galileo's customers span traditional banks, as well as emerging financial technology firms. Please see Confidential Exhibits U for additional information regarding Galileo's activities and their permissibility under the BHC Act. Other additional information on Galileo can be found in SoFi Bank's Business Plan at Confidential Exhibit G. Also, see Confidential Exhibit N for information on how Galileo enhances SoFi, Inc.'s financial prospects.

SoFi Holdings (Hong Kong) Limited

SoFi Holdings (Hong Kong) Limited is the parent company of SoFi, Inc.'s broker-dealer in Hong Kong. SoFi, Inc. acquired this company, which offers an online brokerage platform in April 2020. This acquisition allows SoFi, Inc. to offer its comprehensive investing services to Hong Kong residents.

SoFi Holdings (Hong Kong) Limited holds a Type 1 (dealing) license and Type 4 (advising) license with the Securities and Futures Commission of Hong Kong. SoFi Holdings (Hong Kong) Limited also is a member of the Hong Kong Stock Exchange. For additional information on SoFi Holdings (Hong Kong) Limited, please see SoFi Bank's Business Plan at Confidential Exhibit G, as well as Confidential Exhibit N.

VIII. Conclusion

All the statutory factors that the Federal Reserve must consider under section 3 of the BHC Act in acting on the Application are consistent with approval. SoFi, Inc. does not currently control any depository institution and there will be no effect on competition. SoFi Technologies, SoFi, Inc. and SoFi Bank will all be well capitalized and will have ample financial and managerial resources to successfully complete the Proposed Transaction and operate in a safe and sound manner. SoFi Technologies and SoFi, Inc. will have effective consolidated risk management systems in place to identify, measure, monitor and control risk. SoFi, Inc. currently has in place effective measures to combat money laundering and terrorism financing, including

strong programs and infrastructure to comply with the BSA, the USA PATRIOT Act and OFAC sanctions and their implementing regulations and is committed to maintaining a comprehensive and effective BSA/AML/OFAC management framework for SoFi Bank. The Proposed Transaction will not result in greater or more concentrated risks to the stability of the U.S. banking or financial system.

SoFi Technologies, SoFi, Inc. and SoFi Bank are committed to serving their customers as well as LMI individuals and communities within their major deposit-taking footprint. SoFi Bank fully embraces its obligations under the CRA and will have a strong commitment to meeting the needs of the communities it serves. SoFi Bank intends to be evaluated under a Strategic Plan that will be fully developed over the coming months. The Proposed Transaction will meet the convenience and needs of the communities to be served. For all the reasons stated above, the Proposed Transaction should be approved.

RESPONSE TO THE FORM FR Y-3 INFORMATION REQUEST ITEMS

Proposed Transaction

- 1. Describe the transaction's purpose. Identify any changes to the business plan of the Bank/Bank Holding Company to be acquired or the Resultant Institution. Identify any new business lines.**

Please see the *Introductory Statement* for a description of the Proposed Transaction's purpose. For additional details of SoFi, Inc.'s existing business and SoFi Bank's business plan moving forward, please see SoFi Bank's Business Plan at Confidential Exhibit G. With the exception of maintaining the legacy GP Bank operations and adopting a full suite of deposit products, there are no immediate plans for SoFi Technologies or SoFi, Inc. to add any new business lines to the overall organization as a result of the Proposed Transaction. As discussed in the Business Plan, certain SoFi, Inc. product offerings will be migrated to SoFi Bank after consummation of the Proposed Transaction. SoFi, Inc. will continue to provide certain services to SoFi Bank. SoFi Bank and SoFi, Inc. will enter into a Master Services Agreement to facilitate services that SoFi, Inc. will perform. Please see Confidential Exhibit G3 for a copy of the draft Master Services Agreement.

- 2. Provide the following with respect to the Bank/Bank Holding Company to be acquired:**

- a. Total number of shares of each class of stock outstanding;**

As of the date of the Holdco Merger Agreement, there are (a) 6,960,141 shares of GP Bancorp Common Stock issued and outstanding, (b) no options to purchase shares of GP Bancorp Common Stock or other equity-based awards denominated in shares of GP Bancorp Common Stock outstanding, (c) no shares of Series A Preferred Stock issued and outstanding, (d) 1,765,486 shares of Series B Preferred Stock issued and outstanding, and (e) no other shares of capital stock or other voting securities of GP Bancorp issued, reserved for issuance or outstanding.

- b. Number of shares of each class now owned or under option by the applicant, by subsidiaries of the applicant, by principals of the applicant, by trustees for the benefit of the applicant, its subsidiaries, shareholders, and employees as a class, or by an escrow arrangement instituted by the applicant;**

None.

- c. Number of shares of each class to be acquired by cash purchase; the amount to be paid, per share and in total; and the source of funds to be applied to the purchase;**

Please see Confidential Exhibit B for a summary of the terms of the Holdco Merger.

- d. **Number of shares of each class to be acquired by exchange of stock, the exchange ratio, and the number and description of each class of the applicant's shares to be exchanged; and**

Please see Confidential Exhibit B for a summary of the terms of the Holdco Merger.

- e. **A copy of the purchase, operating, shareholder, trust or other agreements associated with the proposed transaction. Also, provide the expiration dates of any contractual arrangement between the parties involved in this application and a brief description of any unusual contractual terms, especially those terms not disclosed elsewhere in the application. Note any other circumstances that might affect timing of the proposal.**

A copy of the Holdco Merger Agreement is in Confidential Exhibit A. Other related agreements and documents are attached as Confidential Exhibits C through E. Please see Exhibit B for a summary of the principal terms of the Holdco Merger.

The *Description of the Proposed Transaction* section above includes an outline of the major corporate actions related to the Proposed Transaction, including the SPAC Merger.

3. **If the proposed transaction is an acquisition of assets and assumption of liabilities, indicate the total price and the source of funds that the applicant intends to use for the proposed purchase, and discuss the effect of the transaction on the operations of the applicant.**

Not applicable.

4. **If the proposed transaction involves the acquisition of an unaffiliated banking operation or otherwise represents a change in ownership of established banking operations, describe briefly the due diligence review conducted on the target operations by Applicant. Indicate the scope of and resources committed to the review, explain any significant adverse findings, and describe the corrective action(s) to be taken to address those weaknesses.**

Please see Confidential Exhibit W.

5. **Provide a list of all regulatory approvals and filings required for the proposed transaction and the status of each filing.**

Please see the *Required Regulatory Approvals* section above.

6. **Provide a copy of any findings, orders, approvals, denials or other documentation regarding the proposed transaction issued by any regulatory authority.**

Please see Exhibit 9 for a copy of the OCC Preliminary Conditional Approval and Confidential Exhibit F for the related Supplementary Letter.

7. **For applications filed pursuant to section 3(a)(1) of the BHC Act, if the proposed transaction would result in an organization other than a shell one-bank holding company, submit a pro forma organization chart showing the applicant's percentage of ownership of all banks and companies, both domestic and foreign, in which it directly or indirectly will own or control more than 5 percent of the outstanding voting shares.**

Please see Confidential Exhibit J for a current organization chart for SoFi, Inc. The only changes on consummation of the Proposed Transaction will be (1) SoFi Technologies will wholly own SoFi, Inc. and (2) SoFi, Inc. will wholly own SoFi Bank.

Financial and Managerial Information

8. a. **For an applicant that is not or would not be subject to consolidated capital standards following consummation of the proposed transaction, provide parent company balance sheet as of the end of the most recent quarter, showing separately each principal group of assets, liabilities, and capital accounts; debit and credit adjustments (explained by detailed footnotes) reflecting the proposed transaction; and the resulting pro forma balance sheet. The pro forma balance sheet should reflect the adjustments required under business combination and fair value accounting standards;**
- Not applicable. SoFi Technologies and SoFi, Inc. will be subject to consolidated capital standards.
- b. **For an applicant that is or would be subject to consolidated capital standards following consummation of the proposed transaction, provide parent company and consolidated balance sheets as of the end of the most recent quarter, showing separately each principal group of assets, liabilities, and capital accounts; debit and credit adjustments (explained by detailed footnotes) reflecting the proposed transaction; and the resulting pro forma balance sheets; and the financial information provided should be prepared in accordance with GAAP, and be in sufficient detail to reflect any:**
- **Common equity and preferred stock;**
 - **Other qualifying capital;**
 - **Long- and short-term debt;**
 - **Goodwill and all other types of intangible assets; and**
 - **Material changes between the date of the balance sheet and the date of the application (explained by footnotes).**
- c. **Provide a broad discussion on the valuation of the target entity and any anticipated goodwill and other intangible assets. Also discuss the application of fair value and any election to apply push-down accounting adjustments, as appropriate.**

Please see Confidential Exhibits M and N for information responsive to Items 8(b) and 8(c).

9. For an applicant that is or would be subject to consolidated capital requirements under Regulation Q (12 C.F.R. part 21) following consummation of the proposed transaction, provide a breakdown of the organization's existing and pro forma risk-weighted assets as of the end of the most recent quarter, showing each principal group of on and off-balance sheet assets and the relevant risk-weight. Also, identify the existing and pro forma components of common equity tier 1, additional tier 1 and tier 2 capital pursuant to the capital adequacy regulations as of the end of the most recent quarter, and provide calculations of applicant's existing and pro forma common equity tier 1 capital, tier 1 capital, total capital, and leverage ratios pursuant to the capital adequacy regulations. If applicable, also provide the applicant's existing and pro forma supplementary leverage ratio pursuant to the capital adequacy regulations.

Please see Confidential Exhibits M and N.

10. Provide for the applicant and any other Bank(s)/Bank Holding Company(ies) that would result from the proposal:

- a. A description of any plans (in connection with the proposed transaction, or otherwise) to issue, incur, or assume additional common equity, preferred stock, other qualifying capital, and/or debt. Specify the amount, purpose, name and location of the issuer and/or lender; provide a copy of any loan agreement, loan commitment letter from the lender, or other underlying agreement which provides the interest rate, maturity, collateral, and proposed amortization schedule; and discuss what resources would be used to service any debt or capital instruments arising from the proposed transaction; and

Except for the equity issued in connection with the SPAC Merger and related transactions, no new equity will be issued in connection with the Proposed Transaction. SoFi will retain the current debt of GP Bancorp and GP Bank. Please see Confidential Exhibits M and N.

- b. Cash flow projections under the following limited circumstances:
- (i) For an applicant that is or would be subject to consolidated capital standards following consummation of the proposed transaction and that would incur or assume any debt in the proposal such that parent company long-term debt would exceed 30 percent of parent company equity capital, provide cash flow projections for the parent company for each of the next three years, along with supporting schedules for each material cash receipt and disbursement. If an applicant projects that dividends or other payments from subsidiary banks will be used to service parent company debt and/or other obligations, provide projections of subsidiary bank(s) assets, earnings, and dividends, as well as common equity tier 1, additional tier 1, total capital, and leverage ratios (including the supplementary leverage ratio, if applicable) pursuant to the capital adequacy regulations. If the combined assets of

the subsidiary banks exceed the asset threshold of the Board's Small Bank Holding Company Policy Statement, subsidiary bank data may be shown on an aggregate basis;

Not applicable. Although SoFi Technologies and SoFi, Inc. will be subject to consolidated capital standards, they will not incur or assume any debt in the Proposed Transaction such that SoFi Technologies and SoFi, Inc.'s long-term debt would exceed 30% of their equity capital.

- (ii) For an applicant that is not or would not be subject to consolidated capital standards following consummation of the proposed transaction and that would incur or assume any debt or other obligations in the proposal such that parent company debt would exceed 30 percent of parent company equity capital, provide cash flow projections for the parent company for each of the next twelve years, along with supporting schedules for each material cash receipt and disbursement. These projections must clearly demonstrate the ability of the parent company to reduce the debt to equity ratio to 30 percent or less within twelve years of consummation and must take into account the schedule of principal reduction required by the parent company's creditor(s). Include projections of subsidiary bank(s) assets, earnings, dividends, and other payments to affiliates, as well as common equity tier 1 capital, tier 1 capital, total capital and leverage ratios. Explain the methods and assumptions utilized in the projections, and support all assumptions which deviate from historical performance.**

Not applicable. SoFi Technologies and SoFi, Inc. will be subject to consolidated capital standards.

- c. If the proposed transaction results in a change in ownership of the company (e.g., due to an exchange of stock), provide a current and pro forma shareholders list.**

Please see Confidential Exhibits J and K for certain stock ownership information.

- d. If the subject transaction will be funded in whole, or in part, through the issuance of additional stock instruments, describe the current status of the stock raising efforts. Provide copies of the prospectus, private placement memorandum, and other documents associated with the capital raise. In addition, provide copies of any stock commitments, subscription agreements, or escrow account statements evidencing capital raised. Before submitting a final application, please contact the appropriate Federal Reserve Bank to discuss the timing considerations of the capital raising efforts with regard to submission of the application.**

Outside of the actions related to the SPAC Merger, SoFi Technologies and SoFi, Inc. will not be issuing any additional stock in connection with the Proposed Transaction. Please see the *Introductory Statement* for a discussion of

the SPAC Merger and related transactions. The SPAC Merger and related transactions will all be completed well before completion of the Proposed Transaction. Detailed information about the transactions related to the SPAC Merger can be found in the Form S-4 filing with the SEC, which can be found at: <https://www.sec.gov/ix?doc=/Archives/edgar/data/1818874/000162828021001825/ipoe-20210210.htm>.

11. For applications filed pursuant to section 3(a)(1) of the BHC Act, provide for the applicant and the Bank a list of principals (including changes or additions to this list to reflect consummation of the transaction), providing information with respect to each as follows:

- a. Name and address (City and State/Country). If the principal's country of citizenship is different from his or her country of residence, then state the country of citizenship;**
- b. Title or positions with the applicant and the Bank;**
- c. Number and percentage of each class of shares of the applicant and the Bank owned, controlled, or held with power to vote by this individual;**
- d. Principal occupation if other than with the applicant or the Bank;**

Please see Confidential Exhibit X.

- e. Percentage of direct or indirect ownership, if such ownership represents 10 percent or more of any class of shares, or positions held in any other depository institution or depository institution holding company. Give the name and location of such other depository institution or depository institution holding company. (Information that has been collected or updated within the past 12 months may be submitted, unless the applicant has reason to believe that such information is incorrect.);**

John Douglas, a proposed director of SoFi Bank, is currently employed at Teachers Insurance and Annuity Association of America ("TIAA") as Senior Executive Vice President and Senior Advisor to the Chief Executive Office. He is also currently the vice-chairperson of TIAA Bank, FSB. SoFi understands that Mr. Douglas would need to obtain a waiver pursuant to the Depository Institution Management Interlocks Act once SoFi, Inc. exceeds \$10 billion in total assets in order to continue in these capacities.

- f. Interagency Biographical and Financial Reports (IBFRs) are required for certain individuals. Consult with the appropriate Reserve Bank for guidance on who should provide an IBFR. See SR 15-8 Name Check Process for Domestic and International Applications for more details; and**

An IBFR for each director and for appropriate senior executive officers of SoFi Technologies and SoFi, Inc. will be provided to the Federal Reserve under separate cover.

- g. If the principal is a corporation or partnership, provide financial statements (balance sheets and income statements) for the two most recent fiscal years and the most recent quarter end. Discuss any negative trends in the financial statements.**

Information responsive to this item will be provided under separate cover.

- 12. For applications filed pursuant to sections 3(a)(3) or 3(a)(5) of the BHC Act, list any changes in management or other principal relationships for the applicant and any other Bank(s)/Bank Holding Company(ies) that would result from the proposal. For any existing or proposed principal of the applicant or the Bank/Bank Holding Company that is also a principal of any other depository institution or depository institution holding company, provide the following information:**

- a. Name, address, and title or position with Applicant, Bank/Bank Holding Company, and any other depository institution or depository institution holding company (give the name and location of the other depository institution or depository institution holding company);**
- b. Number and percentage of each class of shares of the applicant and the Bank/Bank Holding Company owned, controlled, or held with power to vote by this individual;**
- c. Principal occupation if other than with the applicant or the Bank/Bank Holding Company; and**
- d. Percentage of direct or indirect ownership held in the other depository institution or depository institution holding company if such ownership represents 10 percent or more of any class of shares. (Information that has been collected or updated within the past 12 months may be submitted, unless the applicant has reason to believe that such information is incorrect; and**
- e. For any new (to applicant) principal shareholders, directors, or senior executive officer, provide an IBFR including completion of all required financial information.**

See above.

- 13. If the consolidated assets of the resulting organization are less than the asset threshold of the Board's Small Bank Holding Company Policy Statement for each principal of the applicant who either would retain personal indebtedness or act as guarantor for any debt that was incurred in the acquisition of shares of the applicant or the Bank/Bank Holding Company, provide the following:**
 - a. Name of borrower and title, position, or other designation that makes the borrower a principal of the applicant;**
 - b. Amount of personal indebtedness to be retained;**

- c. A description of the terms of the borrowing, the name and location of the lender, and a copy of any related loan agreement or loan commitment letter from the lender;
- d. Statement of net worth as of a date within three months of the applicant's final filing of the application. The statement of net worth should be in sufficient detail to indicate each principal group of assets and liabilities of the reporting principal, and the basis for the valuation of assets (provide supporting documentation, as appropriate). In addition to debts and liabilities, the reporting principal should state on a separate schedule, any endorsed, guaranteed, or otherwise indirect or contingent liability for the obligation of others; and
- e. Statement of most current year's income. In addition to indicating each principal source of annual income, the reporting principal should list annual fixed obligations arising from amortization and other debt servicing. (If the most current year's statement is not representative of the future, the reporting principal should submit a pro forma income statement and discuss the significant changes and the basis for those changes.)

Not applicable.

14. Describe any litigation or investigation by local, state, or federal authorities involving the applicant or any of its subsidiaries or the target or any of its subsidiaries that is currently pending or was resolved within the last two years.

SoFi, Inc. and its subsidiary SoFi Lending Corp. entered into a consent agreement with the Federal Trade Commission effective on February 22, 2019, following an investigation of certain acts and practices of the Company primarily related to advertising of savings that consumers can realize by refinancing their student loans with SoFi Lending Corp. Under the terms of the consent agreement, the Company did not pay any fine, penalty or restitution. The Company agreed to file an annual compliance report for 10 years, as well as certain record-keeping obligations.

Please see Confidential Exhibit Y for additional information.

Competition

If the subject transaction is a bank holding company formation involving only one bank or an application filed pursuant to section 3(a)(3) or 3(a)(5) of the BHC Act to acquire a *de novo* bank, a response to items 15 and 16 is not required. Otherwise, the applicant should contact the appropriate Reserve Bank to determine whether a response to items 14 and 15 will be necessary. If a response is required, the applicant should obtain a preliminary definition of the relevant banking markets from the appropriate Reserve Bank. If the applicant disagrees with the Reserve Bank's preliminary definition of the banking market(s), it may in addition to supplying the information requested on the basis of the Reserve Bank's definition of the banking market(s), include its own definition of the banking market(s), with supportive data, and answer the questions based on its definition. If later analysis leads Federal Reserve staff to alter the preliminary definition provided, the applicant will be so informed.

15. Discuss the effects of the proposed transaction on competition considering the structural criteria specified in the Board's Rules Regarding Delegation of Authority (section 265.11c(11)(v)). The applicant may be required to provide additional information if Federal Reserve staff determines that the proposal exceeds existing competitive guidelines. Also, if divestiture of all or any portion of any bank or nonbanking company constitutes part of this proposal, discuss in detail the specifics and timing of such divestiture.

Please see the *Effect of the Proposed Transaction on Competition* section above for information on competitive effects.

16. If the proposal involves the acquisition of nonbank operations under sections 4(c)(8) and 4(j) of the Bank Holding Company Act, a Form FR Y-4 should be submitted in connection with FR Y-3 filing. At a minimum, the information related to the nonbank operations should include the following:

- a. A description of the proposed activity(ies);
- b. The name and location of the applicant's and the Bank's direct or indirect subsidiaries that engage in the proposed activity(ies);
- c. Identification of the geographic and product markets in which competition would be affected by the proposal;
- d. A description of the effect of the proposal on competition in the relevant markets; and
- e. A list of major competitors in each affected market.

In addition, the applicant should identify any other nonbank operations to be acquired, with brief descriptions of the activities provided.

Response not required.

17. In an application in which any principal of the applicant or the Bank/Bank Holding Company is also a principal of any other insured depository institution or depository institution holding company, give the name and location of each office of such other institution that is located within the relevant banking market of the Bank/Bank Holding Company, and give the approximate road miles by the most accessible and traveled route between those offices and each of the offices of Bank/Bank Holding Company.

Not applicable.

Convenience and Needs

18. Describe how the proposal would assist in meeting the convenience and needs of the community(ies) to be served, including but not limited to the following:
- a. Summarize efforts undertaken or contemplated by the applicant to ascertain and address the needs of the community(ies) to be served, including community outreach activities, as a result of the proposal.

- b. For the combining institutions, list any significant anticipated changes in services or products offered by the depository subsidiary(ies) of the applicant or target that would result from the consummation of the transaction.**
- c. To the extent that any products or services of the depository subsidiary(ies) of the applicant or target would be offered in replacement of any products or services to be discontinued, indicate what these are and how they would assist in meeting the convenience and needs of the communities affected by the transaction.**
- d. Discuss any enhancements in products or services expected to result from the transaction.**

Please see the *Convenience and Needs and Public Benefits* section above for information on how the Proposed Transaction will meet the convenience and needs of the communities to be served by SoFi Technologies, SoFi, Inc. and SoFi Bank. SoFi does not expect any discontinuation in products and services or material increases in customer fees resulting from the Proposed Transaction.

- 19. Describe how the applicant and resultant institution, including its depository subsidiary(ies) would assist in meeting the existing and anticipated needs of its community(ies) under the applicable criteria of the Community Reinvestment Act (CRA) and its implementing regulations, including the needs of low and moderate income geographies and individuals. This discussion should include, but not necessarily be limited to, a description of the following:**

- a. The significant current and anticipated programs, products, and activities, including lending, investments, and services, as appropriate, of the depository subsidiary(ies) of the applicant and the resultant institution.**
- b. The anticipated CRA assessment areas of the depository subsidiary(ies) of the combined institution. If assessment areas of the depository subsidiary(ies) of the resultant institution would not include any portion of the current assessment area of that subsidiary, describe the excluded areas.**
- c. The plans for administering the CRA program for the depository subsidiary(ies) of the resultant institution following the transaction.**

Please see the *Commitment to the Community Reinvestment Act* section above for information responsive to Items 10 (a-c).

- d. For a subsidiary of the applicant or target that has received a CRA composite rating of “needs to improve” or “substantial noncompliance” institution-wide or, where applicable, in a state or multi-state Metropolitan Statistical Area (MSA), or has received an evaluation of less than satisfactory performance in an MSA or in the non-MSA portion of a state in which the applicant is expanding as a result of the transaction, describe the specific**

actions, if any, that have been taken to address the deficiencies in the institution's CRA performance record since the rating.

Not applicable.

20. List all offices of the depository subsidiary(ies) of the applicant or target that (a) will be established or retained as branches, including the main office, of the target's depository subsidiary(ies), (b) are approved but unopened branch(es) of the target's depository subsidiary(ies), including the date the current federal and state agencies granted approval(s), and (c) are existing branches that will be closed or consolidated as a result of the proposal (to the extent the information is available) and indicate the effect on the branch customers served. For each branch, list the popular name, street address, city, county, state, and zip code specifying any that are in low and moderate-income geographies.

On consummation of the Proposed Transaction, SoFi Bank's main office will be located at 2750 East Cottonwood Pkwy, Suite 300, Cottonwood Heights, Utah 84121. SoFi Bank will retain all of the current branch locations of GP Bank. GP Bank's current main office in Sacramento, California, which also operates as a full service branch location, will be retained as a branch location of SoFi Bank. Below is a complete list of all of the locations that SoFi Bank will retain, including the main office.

Branch Name	Address	City	County	State	Zip Code	Status	LMI Census Tract
Main Office	2750 East Cottonwood Pkwy, Suite 300	Cottonwood Heights	Salt Lake	UT	84121	Main Office/Full Service	No
Sacramento Branch	1409 28 th Street	Sacramento	Sacramento	CA	95814	Full Service	No
Live Oak Branch	9960 Live Oak Blvd.	Live Oak	Sutter	CA	95953	Full Service	No
Yuba City Branch	620 N. Walton Avenue	Yuba City	Sutter	CA	95993	Full Service	No

GP Bank has no other approved but unopened branches. SoFi Bank has no plans to close or consolidate any branch locations in connection with the Proposed Transaction.

Interstate Banking

21. If the transaction involves the acquisition of a bank located in a State other than the home State of the applicant, please provide the following information, as applicable:
- Identify any host state(s) involved with this transaction that require the target to be in operation for a minimum number of years and discuss compliance with this age requirement.

- b. Discuss compliance with nationwide and statewide deposit concentration limits to the transaction.
- c. Discuss compliance with state-imposed deposit caps.
- d. Discuss compliance with community reinvestment laws.
- e. Discuss any other restrictions that the host state(s) seek to apply (including state antitrust restrictions).

Not applicable.

Financial Stability

If either the acquirer or the target's total assets exceeds \$10 billion as of the most recent quarter for which data is available, address the following questions: If either the acquirer or the target conducts any cross-border activities, please describe the nature of these activities and the amounts of cross-border assets and liabilities as of the most recent quarter for which data is available.

22. For each financial service below, if the dollar volume related to the service provided either by the acquirer or the target exceeds \$1 billion, please report the annual volume over the past 12 months (otherwise, do not report).

Financial Service	Acquirer	Target
Short-term funding (e.g., in repos, fed funds)		
Underwriting services (e.g., equity, corporate bonds, commercial paper, ABS)		
Trading activities (e.g., equity, corporate bonds, derivatives)		
Payments, clearing, settlement, and custody services		
Prime brokerage		
Securities lending		
Corporate trust		
Correspondent banking		
Wealth management		
Insurance (including reinsurance)		

Not applicable. As of September 30, 2020, SoFi, Inc.'s total assets were approximately \$8.1 billion and GP Bancorp's total assets were approximately \$169 million. Please see the *Financial Stability* section above for a discussion of why the Proposed Transaction would not result in greater or more concentrated risks to the stability of the U.S. banking or financial system.

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March 10, 2021

By Eapps

Sebastian R. Astrada
Director, Applications
Federal Reserve Bank of San Francisco
101 Market Street
San Francisco, CA 94105-1579

Re: Social Finance, Inc. Section 3 Application

Dear Mr. Astrada:

We respectfully submit to the Board of Governors of the Federal Reserve System and the Federal Reserve Bank of San Francisco (collectively, the "Federal Reserve") this application by:

- Social Capital Hedosophia Holdings Corp. V ("SCH"), headquartered in Palo Alto, California, that will become SoFi Technologies, Inc. ("SoFi Technologies"), headquartered in San Francisco, California;

- Social Finance, Inc. (“SoFi, Inc.”), headquartered in San Francisco, California; and
- a newly created subsidiary of SoFi, Inc., Gemini Merger Sub, Inc. (“Merger Sub”), San Francisco, California,

to become bank holding companies pursuant to section 3 of the Bank Holding Company Act of 1956, as amended (the “BHC Act”).¹ SCH/SoFi Technologies, SoFi, Inc., and Merger Sub propose to acquire control of:

- Golden Pacific Bancorp, Inc. (“GP Bancorp”), a registered bank holding company headquartered in Sacramento, California,
- Golden Pacific Bank, National Association (“GP Bank”), a national bank with its main office in Sacramento, California, and
- SoFi Interim Bank, National Association, a temporary interim bank with its main office in Cottonwood, Utah, that will be newly chartered to facilitate the transaction

SoFi Technologies and SoFi, Inc. also intend to engage in certain nonbanking activities pursuant to section 4 of the BHC Act.² The application states that SoFi Technologies and SoFi, Inc. plan to elect to be treated as financial holding companies for purposes of section 4(*l*) of the BHC Act³ in connection with the Proposed Transaction.

This application includes (a) a Main Application, (b) a Public Exhibit Volume, (c) a Confidential Exhibit Volume, (d) a Confidential Supervisory Exhibit Volume, and (e) a Confidential Requested Policies Exhibit Volume.

Request for Confidential Treatment.

Confidential treatment is requested under the federal Freedom of Information Act, 5 U.S.C. § 552 (“FOIA”), and the implementing regulations of the Federal Reserve, for the enclosed Confidential Exhibit Volume, Confidential Supervisory Exhibit Volume and Confidential Requested Policies Exhibit Volume (the “Confidential Materials”). The Confidential Materials include, for example, nonpublic pro forma financial information and information regarding the business strategies and plans of SCH/SoFi Technologies, SoFi, Inc., GP Bancorp, and GP Bank, and other information regarding matters of a similar nature, the public disclosure of which would result in competitive harm to those companies. Certain information in the Confidential Materials also includes confidential supervisory information. In addition, certain information includes nonpublic information about individuals, the public disclosure of which would constitute an unwarranted invasion of personal privacy. None of this information is the type of information that would otherwise be made available to the public under any circumstances. All such information, if made public, could result in substantial and

¹ 12 U.S.C. § 1842.

² 12 U.S.C. § 1843.

³ 12 U.S.C. § 1843(*l*); 12 CFR 225.82.

irreparable harm to SCH/SoFi Technologies, SoFi, Inc., GP Bancorp, and GP Bank and the individuals involved. Other exemptions from disclosure may also apply.

Accordingly, confidential treatment is respectfully requested with respect to the Confidential Materials under 5 U.S.C. § 552(b) and the Federal Reserve's implementing regulations. Please contact Richard K. Kim (212/403-1354) or Amanda K. Allexon (212/403-1134) before public release of any of this information pursuant to a request under FOIA or a request or demand for disclosure by any governmental agency, congressional office or committee, court or grand jury. Such prior notice is necessary so that SCH/SoFi Technologies, SoFi, Inc., GP Bancorp, and GP Bank or the individuals involved may take appropriate steps to protect such information from disclosure.

Sincerely,

A handwritten signature in black ink, appearing to be 'Richard K. Kim', with a stylized, wavy line for the first part of the name.

Richard K. Kim

PUBLIC EXHIBIT VOLUME

APPLICATION

to the

BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM

by

SOCIAL CAPITAL HEDOSOPHIA HOLDINGS CORP. V, which will become SOFI
TECHNOLOGIES, INC.,

GEMINI MERGER SUB, INC.

and

SOCIAL FINANCE, INC.

for prior approval to become bank holding companies and acquire control of

GOLDEN PACIFIC BANCORP, INC.,
SOFI INTERIM BANK, NATIONAL ASSOCIATION and
GOLDEN PACIFIC BANK, NATIONAL ASSOCIATION

pursuant to Section 3
of the Bank Holding Company Act
and
Section 225.15 of Regulation Y

and

DECLARATION

of their intent to be treated as Financial Holding Companies
pursuant to Section 4(l) of the Bank Holding Company Act
and
Section 225.82 of Regulation Y

March 10, 2021

PUBLIC EXHIBIT VOLUME

SOCIAL FINANCE, INC.

March 10, 2021

DOCUMENT INDEX

TAB

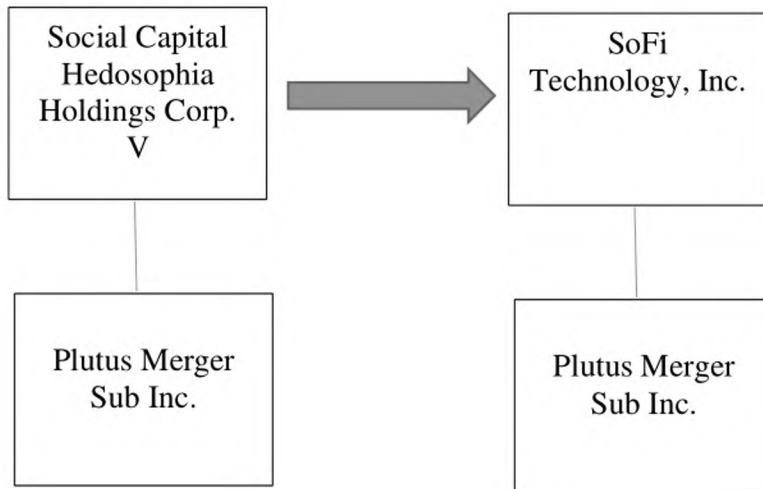
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EXHIBIT 1

Summary of Key Corporate Steps of the Proposed Transaction and Related Transactions

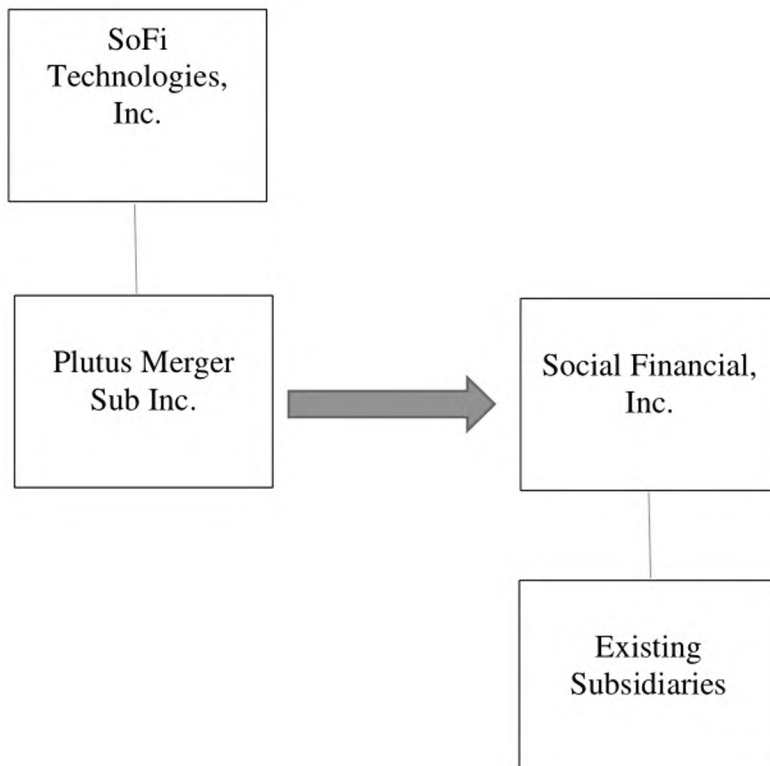
Summary Charts of Transaction

Step 1: Domestication



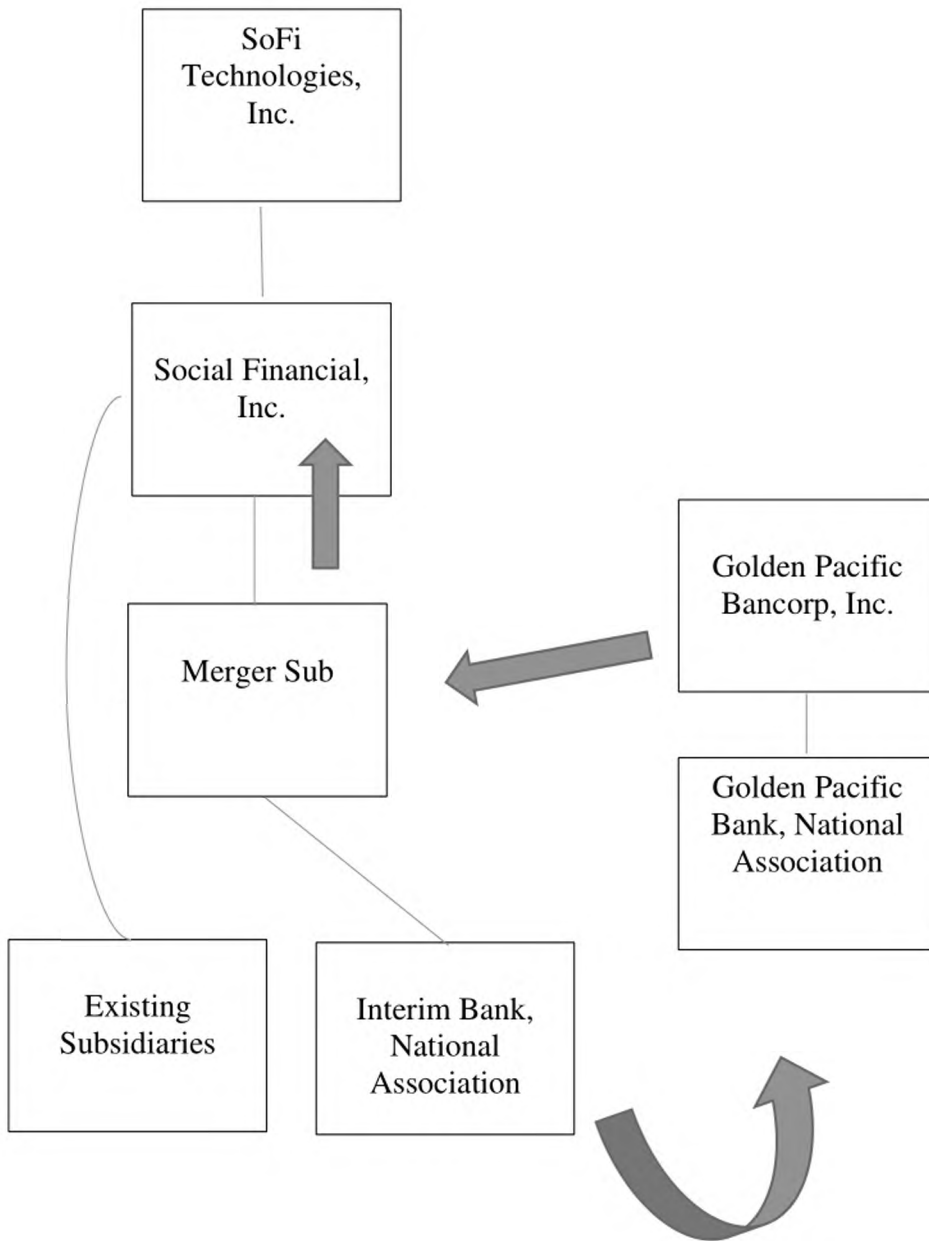
Social Capital Hedosophia Holdings Corp. V ("SCH") will effect a deregistration under the Cayman Islands Companies Law (2020 Revision) and a domestication under Section 388 of the Delaware General Corporation Law, as a result of which SCH will migrate to and domesticate as a Delaware corporation.

Step 2: SPAC Merger



Plutus Merger Sub Inc. will merge with and into Social Financial, Inc. ("SoFi, Inc."), with SoFi, Inc. surviving the SPAC Merger as a wholly owned subsidiary of SCH. SCH will be renamed "SoFi Technologies, Inc." in connection with the SPAC Merger.

Steps 3, 4 and 5: Holdco Merger, Intermediate Merger and Bank Merger



Merger Sub would merge with and into Golden Pacific Bancorp, Inc. (“GP Bancorp”), with GP Bancorp continuing as the surviving entity in the merger. Immediately after the Holdco Merger, GP Bancorp will be consolidated up and into SoFi, Inc. Immediately after the Intermediate Merger, a newly established FDIC-insured interim bank would merge with and into Golden Pacific Bank, National Association (“GP Bank”), with GP Bank continuing as the surviving bank. Upon consummation of the Bank Merger, the GP Bank will be renamed “SoFi Bank, National Association.”

Step 6: Asset Transfer

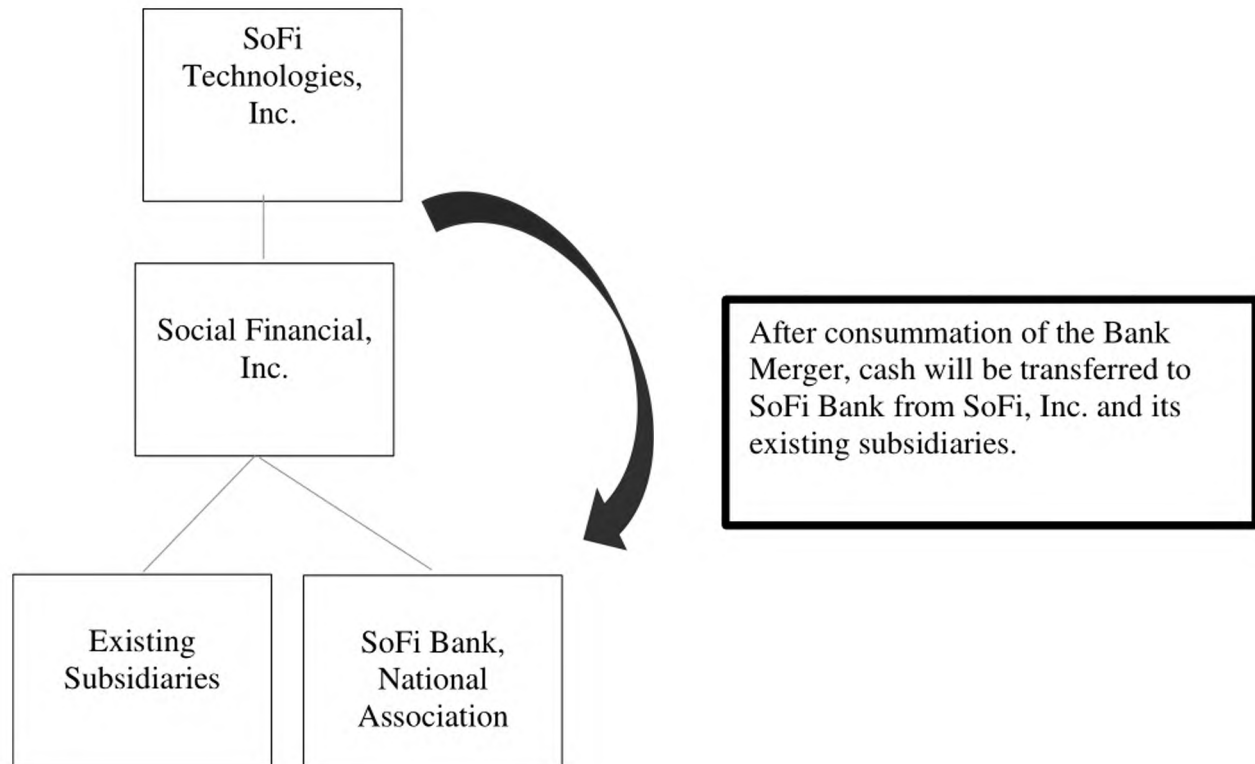


EXHIBIT 2

Agreement and Plan of Merger by and among Social Capital Hedosophia Holdings Corp. V,
Plutus Merger Sub Inc., and Social Finance, Inc. dated as of January 7, 2021

AGREEMENT AND PLAN OF MERGER

by and among

SOCIAL CAPITAL HEDOSOPHIA HOLDINGS CORP. V,

PLUTUS MERGER SUB INC.,

and

SOCIAL FINANCE, INC.

dated as of January 7, 2021

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Exhibit F	Form of Lock-Up Agreement
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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger, dated as of January 7, 2021 (this “Agreement”), is made and entered into by and among Social Capital Hedosophia Holdings Corp. V, a Cayman Islands exempted company limited by shares (which shall migrate to and domesticate as a Delaware corporation prior to the Closing (as defined below)) (“Acquiror”), Plutus Merger Sub Inc., a Delaware corporation and a direct wholly owned subsidiary of Acquiror (“Merger Sub”), and Social Finance, Inc., a Delaware corporation (the “Company”).

RECITALS

WHEREAS, Acquiror is a blank check company incorporated as a Cayman Islands exempted company and incorporated for the purpose of effecting a merger, share exchange, asset acquisition, stock purchase, reorganization or similar business combination with one or more businesses;

WHEREAS, prior to the Effective Time (as defined below) and subject to the conditions of this Agreement, Acquiror shall migrate to and domesticate as a Delaware corporation in accordance with Section 388 of the Delaware General Corporation Law, as amended (the “DGCL”) and the Cayman Islands Companies Law (2020 Revision) (the “Domestication”);

WHEREAS, concurrently with the Domestication, Acquiror shall file a certificate of incorporation with the Secretary of State of Delaware and adopt bylaws (in substantially the forms attached as Exhibits A and B hereto, with such changes as may be agreed in writing by Acquiror and the Company);

WHEREAS, in connection with the Domestication, (i) each then issued and outstanding share of Acquiror Class A Common Stock (as defined below) shall convert automatically, on a one-for-one basis, into a share of common stock, par value \$0.0001, per share of Acquiror (after its domestication as a corporation incorporated in the State of Delaware) (the “Domesticated Acquiror Common Stock”); (ii) each then issued and outstanding share of Acquiror Class B Common Stock (as defined below) shall convert automatically, on a one-for-one basis, into a share of Domesticated Acquiror Common Stock; (iii) each then issued and outstanding warrant of Acquiror (“Cayman Acquiror Warrant”) shall convert automatically into a warrant to acquire one share of Domesticated Acquiror Common Stock (“Domesticated Acquiror Warrant”), pursuant to the Warrant Agreement (as defined below); and (iv) each then issued and outstanding unit of Acquiror (the “Cayman Acquiror Units”) shall convert automatically into a unit of Acquiror (after its domestication as a corporation incorporated in the State of Delaware) (the “Domesticated Acquiror Units”), with each Domesticated Acquiror Unit representing one share of Domesticated Acquiror Common Stock and one-fourth of one Domesticated Acquiror Warrant;

WHEREAS, upon the terms and subject to the conditions of this Agreement, and in accordance with the DGCL, (x) Merger Sub will merge with and into the Company, the separate corporate existence of Merger Sub will cease and the Company will be the surviving corporation and a wholly owned subsidiary of Acquiror (the “Merger”); and (y) Acquiror will change its name to “SoFi Technologies, Inc.”;

WHEREAS, upon the Effective Time (as defined below), all shares of the Company Capital Stock (as defined below) and Company Awards (as defined below) will be converted into the right to receive (in the case of the Company Awards, if and to the extent earned and subject to their respective terms) the Aggregate Merger Consideration as set forth in this Agreement;

WHEREAS, each of the parties hereto intends that, for United States federal income tax purposes, the Merger will qualify as a “reorganization” within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the “Code”) and the Treasury Regulations, to which each of Acquiror and the Company are to be parties under Section 368(b) of the Code, and this Agreement is intended to constitute a “plan of reorganization” within the meaning of Section 368 of the Code and the Treasury Regulations;

WHEREAS, the Board of Directors of the Company has approved this Agreement and the documents contemplated hereby and the transactions contemplated hereby and thereby, declared it advisable for the Company to enter into this Agreement and the other documents contemplated hereby and recommended the approval of this agreement by the Company’s stockholders;

WHEREAS, as a condition and inducement to Acquiror’s willingness to enter into this Agreement, simultaneously with the execution and delivery of this Agreement, the Requisite Company Stockholders have each executed and delivered to Acquiror a Company Holders Support Agreement (as defined below) pursuant to which the Requisite Company Stockholders have agreed to, among other things, vote (pursuant to an action by written consent of the stockholders of the Company) in favor of the adoption and approval, promptly following the time at which the Registration Statement (as defined below) shall have been declared effective and delivered or otherwise made available to stockholders, of this Agreement and the other documents contemplated hereby and the transactions contemplated hereby and thereby;

WHEREAS, each of the Boards of Directors of Acquiror and Merger Sub has (i) determined that it is advisable for Acquiror and Merger Sub, as applicable, to enter into this Agreement and the documents contemplated hereby, (ii) approved the execution and delivery of this Agreement and the documents contemplated hereby and the transactions contemplated hereby and thereby, and (iii) recommended the adoption and approval of this Agreement and the other documents contemplated hereby and the transactions contemplated hereby and thereby by the Acquiror Shareholders and sole shareholder of Merger Sub, as applicable;

WHEREAS, Acquiror, as sole shareholder of Merger Sub has approved and adopted this Agreement and the documents contemplated hereby and the transactions contemplated hereby and thereby;

WHEREAS, in furtherance of the Merger and in accordance with the terms hereof, Acquiror shall provide an opportunity to its shareholders to have their outstanding shares of Acquiror Common Stock redeemed on the terms and subject to the conditions set forth in this Agreement and Acquiror’s Governing Documents (as defined below) in connection with obtaining the Acquiror Shareholder Approval (as defined below);

WHEREAS, as a condition and inducement to the Company’s willingness to enter into this Agreement, simultaneously with the execution and delivery of this Agreement, the Sponsor

has executed and delivered to the Company the Sponsor Support Agreement (as defined below) pursuant to which the Sponsor has agreed to, among other things, vote to adopt and approve this Agreement and the other documents contemplated hereby and the transactions contemplated hereby and thereby;

WHEREAS, on or prior to the date hereof, Acquiror entered into the Subscription Agreements (as defined below) with the PIPE Investors (as defined below) pursuant to which, and on the terms and subject to the conditions of which, such PIPE Investors agreed to purchase from Acquiror shares of Domesticated Acquiror Common Stock for an aggregate purchase price at least equal to Minimum PIPE Investment Amount (as defined below), such purchases to be consummated substantially concurrently with the Closing (as defined below);

WHEREAS, at the Closing, Acquiror and certain shareholders of Acquiror shall enter into a Registration Rights Agreement substantially in the form attached hereto as Exhibit C (the “Registration Rights Agreement”) and a Registration Rights Agreement with certain holders of Acquiror Series 1 Preferred Stock substantially in the form attached hereto as Exhibit D (the “Series 1 Registration Rights Agreement”), in each case, with such changes as may be agreed in writing by Acquiror and the Company, each of which shall be effective as of the Closing;

WHEREAS, at the Closing, Acquiror shall enter into a Shareholders Agreement (the “Shareholders Agreement”) with the Sponsor and each of the Selling Company Holders (as defined below), substantially in the form attached hereto as Exhibit E (with such changes as may be agreed in writing by Acquiror and the Company), which shall be effective as of the Closing; and

WHEREAS, at the Closing, Acquiror and each of the Key Holders (as defined below) shall enter into a Lock-up Agreement (the “Lock-Up Agreement”) substantially in the form attached hereto as Exhibit F (with such changes as may be agreed in writing by Acquiror and the Company), which shall be effective as of the Closing.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and intending to be legally bound hereby, Acquiror, Merger Sub and the Company agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

Section 1.1. Definitions. As used herein, the following terms shall have the following meanings:

“2020 Audited Financial Statements” has the meaning specified in Section 6.3.

“Acquiror” has the meaning specified in the Preamble hereto.

“Acquiror Class A Common Stock” means prior to the Domestication, the Class A ordinary shares, par value \$0.0001 per share, of Acquiror.

“Acquiror Class B Common Stock” means prior to the Domestication, the Class B ordinary shares, par value \$0.0001 per share, of Acquiror.

“Acquiror Common Share” means a share of Acquiror Common Stock.

“Acquiror Common Stock” means (a) prior to the Domestication, Acquiror Class A Common Stock and Acquiror Class B Common Stock, and (b) from and following the Domestication, Domesticated Acquiror Common Stock.

“Acquiror Common Warrant” means a warrant to purchase one (1) share of Acquiror Class A Common Stock at an exercise price of eleven Dollars and fifty cents (\$11.50) that was included in the units sold as part of Acquiror’s initial public offering.

“Acquiror Cure Period” has the meaning specified in Section 10.1(g).

“Acquiror Disclosure Letter” has the meaning specified in the introduction to Article V.

“Acquiror Financial Statements” has the meaning specified in Section 5.6(d).

“Acquiror Indemnified Parties” has the meaning specified in Section 7.8(a).

“Acquiror Key Holders” means the Sponsor and each Person, corporation or other entity that owns shares of Acquiror Class B Common Stock as of immediately prior to the Domestication.

“Acquiror Option” has the meaning specified in Section 3.3(a).

“Acquiror Private Placement Warrant” means a warrant to purchase one (1) share of Acquiror Class A Common Stock at an exercise price of eleven Dollars and fifty cents (\$11.50) issued to the Sponsor.

“Acquiror SEC Filings” has the meaning specified in Section 5.5.

“Acquiror Securities” has the meaning specified in Section 5.12(a).

“Acquiror Series 1 Preferred Stock” means the series of preferred stock of Acquiror designated the “Series 1 Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock,” which shall have the powers, rights, preferences and privileges, and be subject to the restrictions, set forth in the Domesticated Acquiror Certificate of Incorporation.

“Acquiror Share Redemption” means the election of an eligible (as determined in accordance with Acquiror’s Governing Documents) holder of Acquiror Class A Common Stock to redeem all or a portion of the shares of Acquiror Class A Common Stock held by such holder at a per-share price, payable in cash, equal to a pro rata share of the aggregate amount on deposit in the Trust Account (including any interest earned on the funds held in the Trust Account) (as determined in accordance with Acquiror’s Governing Documents) in connection with the Transaction Proposals.

“Acquiror Share Redemption Amount” means the aggregate amount payable with respect to all Acquiror Share Redemptions.

“Acquiror Shareholder Approval” means the approval of (i) those Transaction Proposals identified in clauses (A), (B) and (C) of Section 8.2(b), in each case, by an affirmative vote of the holders of at least two-thirds of the outstanding Acquiror Common Shares entitled to vote, who attend and vote thereupon (as determined in accordance with Acquiror’s Governing Documents) at a shareholders’ meeting duly called by the Board of Directors of Acquiror and held for such purpose and (ii) those Transaction Proposals identified in clauses (D), (E), (F), (G), (H), (I), (J), (K) and (L), of Section 8.2(b), in each case, by an affirmative vote of the holders of at least a majority of the outstanding Acquiror Common Shares entitled to vote thereupon (as determined in accordance with Acquiror’s Governing Documents), in each case, at an Acquiror Shareholders’ Meeting duly called by the Board of Directors of Acquiror and held for such purpose.

“Acquiror Shareholders” means the shareholders of Acquiror as of immediately prior to the Effective Time.

“Acquiror Shareholders’ Meeting” has the meaning specified in Section 8.2(b).

“Acquiror Transaction Expenses” means the out-of-pocket fees, costs, expenses, commissions or other amounts incurred, paid or otherwise payable by or on behalf of Acquiror or Acquiror’s Affiliates (whether or not billed or accrued for) as a result of or in connection with the negotiation, documentation, preparation, execution or performance of this Agreement or otherwise in connection with the transactions contemplated hereby, including: (i) deferred underwriting commissions disclosed in any Acquiror SEC Filings, (ii) fees, costs, expenses, brokerage fees, commissions, finders’ fees and disbursements of financial advisors, investment banks, legal, accounting, tax, public relations and investor relations advisors, the Trustee and transfer or exchange agent, as applicable, and limited and customary other professional fees (including proxy solicitors, financial printers, consultants and administrative service providers) (iii) costs and expenses related to (x) directors’ and officers’ liability insurance or (y) the preparation, filing and distribution of the Proxy Statement/Registration Statement and other Acquiror SEC Filings, (iv) amounts outstanding under Working Capital Loans or pursuant to that certain Administrative Services Agreement, dated October 8, 2020, between Acquiror and Social Capital Holdings, Inc. or (v) filing fees paid or payable by or on behalf of Acquiror or any of its Affiliates to Antitrust Authorities or other Governmental Authorities in connection with the transactions contemplated hereby; provided, however, that Acquiror Transaction Expenses shall not include Transfer Taxes.

“Acquiror Warrants” means the Acquiror Common Warrants and the Acquiror Private Placement Warrants.

“Acquisition Proposal” means, as to any Person, other than the transactions contemplated hereby (and other than (x) the acquisition or disposition of equipment or other tangible personal property in the ordinary course of business and, (y) with respect to the Company and its Subsidiaries loans, extensions of credit, servicing rights or other products and services in the ordinary course of business consistent with past practice), any offer or proposal relating to: (a) any acquisition or purchase, direct or indirect, of (i) 15% or more of the consolidated assets of such Person and its Subsidiaries or (ii) 15% or more of any class of equity or voting securities of

(A) such Person or (B) one or more Subsidiaries of such Person holding assets constituting, individually or in the aggregate, 15% or more of the consolidated assets of such Person and its Subsidiaries; (b) any tender offer (including a self-tender offer) or exchange offer that, if consummated, would result in any Person beneficially owning 15% or more of any class of equity or voting securities of (i) such Person or (ii) one or more Subsidiaries of such Person holding assets constituting, individually or in the aggregate, 15% or more of the consolidated assets of such Person and its Subsidiaries; or (c) a merger, consolidation, share exchange, business combination, sale of substantially all the assets, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving (i) such Person or (ii) one or more Subsidiaries of such Person holding assets constituting, individually or in the aggregate, 15% or more of the consolidated assets of such Person and its Subsidiaries.

“Action” means any claim, action, suit, audit, examination, assessment, arbitration, mediation, inquiry, proceeding, or investigation, by or before any Governmental Authority.

“Adjusted Restricted Stock Unit Award” has the meaning specified in Section 3.3(b).

“Advisory Agreement” means any Contract entered into by any Company RIA Subsidiary for the purpose of providing investment advisory (including investment sub-advisory) or investment management services.

“Affiliate” means, with respect to any specified Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, whether through one or more intermediaries or otherwise. The term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract or otherwise. Notwithstanding the foregoing, (a) (i) none of SoftBank, Silver Lake, QIA or any of their respective Affiliates shall be deemed to be an Affiliate of the Company or any of its Subsidiaries and (ii) none of the Company or any of its Subsidiaries shall be deemed to be an Affiliate of SoftBank, Silver Lake, QIA or any of their respective Affiliates and (b) no special purpose vehicle or similar entity (or any Subsidiary thereof) formed or to be formed for any securitization, warehouse facility or risk retention repurchase facility shall be deemed to be an Affiliate of the Company or any of its Subsidiaries.

“Affiliate Agreements” has the meaning specified in Section 4.12(a)(vi).

“Aggregate Common Share Consideration” means a number of Acquiror Common Shares equal to the quotient obtained by *dividing* (i) the Base Purchase Price, *by* (ii) \$10.00.

“Aggregate Fully Diluted Company Common Shares” means, without duplication, (a) the aggregate number of shares of Company Common Stock (i) that are issued and outstanding immediately prior to the Effective Time, (ii) into which all shares of Company Non-Redeemable Preferred Stock (other than any shares of Series F Preferred Stock, Series G Preferred Stock or Series H Preferred Stock) that are issued and outstanding immediately prior to the Effective Time would convert in the event of a Company Non-Redeemable Preferred Stock Conversion, (iii) that are issuable upon the exercise of Options, calculated using the treasury stock method of

accounting, and the settlement of Restricted Stock Unit Awards, in each case, that are issued and outstanding immediately prior to the Effective Time (whether or not then vested or exercisable as applicable), (iv) into which all shares of the Series H Preferred Stock that are issuable upon exercise of all of the Series H Warrants issued and outstanding as of immediately prior to the Effective Time, calculated using the treasury stock method of accounting, would be converted in the event of a Company Non-Redeemable Preferred Stock Conversion, and (v) equal to the sum of (A) the product of 1.1102 *multiplied by* the number of shares of Series F Preferred Stock issued and outstanding as of immediately prior to the Effective Time, *plus* (B) the product of 1.2093 *multiplied by* the number of shares of Series G Preferred Stock issued and outstanding as of immediately prior to the Effective Time, *plus* (C) the product of 1.0863 *multiplied by* the number of shares of Series H Preferred Stock (other than any shares of Series H Preferred Stock held by Anthony Noto) issued and outstanding as of immediately prior to the Effective Time, *plus* (D) the number of shares into which the shares of Series H Preferred Stock that are issued and outstanding and owned by Anthony Noto as of immediately prior to the Effective Time would be converted in the event of a Company Non-Redeemable Preferred Stock Conversion, *minus* (b) the Treasury Shares outstanding immediately prior to the Effective Time.

“Aggregate Merger Consideration” means the Aggregate Common Share Consideration and the Aggregate Preferred Share Consideration.

“Aggregate Preferred Share Consideration” has the meaning specified in Section 3.1(a)(vi).

“Agreement” has the meaning specified in the Preamble hereto.

“Agreement End Date” means the date that is six (6) months after the date of this Agreement; provided, that if as of such date, all conditions set forth in Article IX shall have been satisfied or waived other than the conditions set forth in Section 9.1(d) (and other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof), then “Agreement End Date” shall refer to the date that is nine (9) months after the date of the Agreement.

“Ancillary Agreements” has the meaning specified in Section 11.10.

“Anti-Bribery Laws” means the anti-bribery provisions of the Foreign Corrupt Practices Act of 1977, as amended, and all other applicable anti-corruption and bribery Laws (including the U.K. Bribery Act 2010, and any rules or regulations promulgated thereunder or other Laws of other countries implementing the OECD Convention on Combating Bribery of Foreign Officials).

“Anti-Money Laundering Laws” means all applicable laws, regulations, administrative orders, and decrees concerning or relating to the prevention of money laundering or countering the financing of terrorism, including, without limitation, the Currency and Financial Transactions Reporting Act of 1970, as amended by the USA PATRIOT Act, which legislative framework is commonly referred to as the “Bank Secrecy Act,” and the rules and regulations thereunder.

“Antitrust Authorities” means the Antitrust Division of the United States Department of Justice, the United States Federal Trade Commission or the antitrust or competition Law authorities of any other jurisdiction (whether United States, foreign or multinational).

“Antitrust Information or Document Request” means any request or demand for the production, delivery or disclosure of documents or other evidence, or any request or demand for the production of witnesses for interviews or depositions or other oral or written testimony, by any Antitrust Authorities relating to the transactions contemplated hereby or by any third party challenging the transactions contemplated hereby, including any so called “second request” for additional information or documentary material or any civil investigative demand made or issued by any Antitrust Authority or any subpoena, interrogatory or deposition.

“Audited Financial Statements” has the meaning specified in Section 4.8(a)(i).

“Available Acquiror Cash” has the meaning specified in Section 7.2(a).

“Base Exchange Ratio” means the quotient obtained by *dividing* (i) the Aggregate Common Share Consideration *by* (ii) the Aggregate Fully Diluted Company Common Shares.

“Base Purchase Price” means \$6,569,840,376.00; provided, that the Base Purchase Price shall be increased automatically by \$1.00 for each \$1.00 of proceeds paid to the Company after the date hereof and prior to the Closing in respect of any issuances of Company Common Stock pursuant to the Common Stock Purchase Agreement.

“Business Combination” has the meaning set forth in Article 1.1 of Acquiror’s Governing Documents as in effect on the date hereof.

“Business Combination Proposal” means any offer, inquiry, proposal or indication of interest (whether written or oral, binding or non-binding, and other than an offer, inquiry, proposal or indication of interest with respect to the transactions contemplated hereby), relating to a Business Combination.

“Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in New York, New York or Governmental Authorities in the Cayman Islands (for so long as Acquiror remains domiciled in Cayman Islands) are authorized or required by Law to close.

“Cayman Acquiror Unit” has the meaning specified in the Recitals hereto.

“Cayman Acquiror Warrant” has the meaning specified in the Recitals hereto.

“Cayman Registrar” means the Cayman Registrar under the Companies Law (2018 Revision).

“Client” means any Person (including any financial institution, retirement plan, plan sponsor, or individual) with which a Company RIA Subsidiary has entered into an Advisory Agreement.

“Closing” has the meaning specified in Section 2.3(a).

“Closing Date” has the meaning specified in Section 2.3(a).

“Code” has the meaning specified in the Recitals hereto.

“Common Stock Purchase Agreement” means the Common Stock Purchase Agreement, dated as of December 30, 2020, by and among the Company and the investors party thereto.

“Company” has the meaning specified in the Preamble hereto.

“Company Award” shall mean an Option or a Restricted Stock Unit Award.

“Company Benefit Plan” has the meaning specified in Section 4.13(a).

“Company Broker-Dealer Subsidiary” has the meaning specified in Section 4.30(a).

“Company Capital Stock” means the shares of the Company Common Stock and the Company Preferred Stock.

“Company Common Shares” means shares of Company Common Stock.

“Company Common Stock” means the shares of the Company Non-Voting Common Stock and the Company Voting Common Stock.

“Company Cure Period” has the meaning specified in Section 10.1(e).

“Company Disclosure Letter” has the meaning specified in the introduction to Article IV.

“Company Holders Support Agreement” means that certain Support Agreement, dated as of the date hereof, by and among each of the Requisite Company Stockholders, Acquiror and the Company, as amended or modified from time to time.

“Company Incentive Plan” means the Company’s 2011 Stock Plan, as amended from time to time.

“Company Indemnified Parties” has the meaning specified in Section 7.8(a).

“Company Material Adverse Effect” means any event, state of facts, development, circumstance, occurrence or effect (collectively, “Events”) that (i) has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, assets, results of operations or financial condition of the Company and its Subsidiaries, taken as a whole or (ii) does or would reasonably be expected to, individually or in the aggregate, prevent the ability of the Company to consummate the Merger; provided, however, that in no event would any of the following, alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or will be, a “Company Material Adverse Effect”: (a) any change in applicable Laws or GAAP or any interpretation thereof following the date of this Agreement, (b) any change in interest rates or economic, political, business, credit or financial market conditions generally, (c) the taking of any action required by this Agreement, (d) any natural disaster (including hurricanes, storms, tornados, flooding, earthquakes, volcanic eruptions or similar occurrences) or change in climate, (e) any epidemic, pandemic or other disease outbreak (including COVID-19 and any COVID-19 Measures), (f) any acts of terrorism or war, the outbreak

or escalation of hostilities, geopolitical conditions, local, national or international political conditions, (g) any failure of the Company to meet any projections or forecasts (provided that clause (g) shall not prevent a determination that any Event not otherwise excluded from this definition of Company Material Adverse Effect underlying such failure to meet projections or forecasts has resulted in a Company Material Adverse Effect), (h) any Events generally applicable to the industries or markets in which the Company and its Subsidiaries operate (including increases in the cost of products, services, supplies, materials or other goods or services purchased from third party suppliers), (i) the announcement of this Agreement and consummation of the transactions contemplated hereby, including any termination of, reduction in or similar adverse impact on relationships, contractual or otherwise, with any landlords, customers, suppliers, lenders, servicers, distributors, partners or employees of the Company and its Subsidiaries (it being understood that this clause (i) shall be disregarded for purposes of the representation and warranty set forth in Section 4.4 and the condition to Closing with respect thereto), (j) any matter set forth on the Company Disclosure Letter, (k) any Events to the extent actually known by those individuals set forth on Section 1.3 of the Acquiror Disclosure Letter on or prior to the date hereof, or (l) any action taken by, or at the request of, Acquiror or Merger Sub; provided, further, that any Event referred to in clauses (a), (b), (d), (f) or (h) above (other than any change in applicable Law or interpretation thereof with respect to student loans) may be taken into account in determining if a Company Material Adverse Effect has occurred to the extent it has a disproportionate and adverse effect on the business, assets, results of operations or financial condition of the Company and its Subsidiaries, taken as a whole, relative to similarly situated companies in the industry in which the Company and its Subsidiaries conduct their respective operations (which shall include the financial services and financial technology industries generally), but only to the extent of the incremental disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to similarly situated companies in the industry in which the Company and its Subsidiaries conduct their respective operations.

“Company Non-Redeemable Preferred Stock” has the meaning specified in Section 4.6(a).

“Company Non-Redeemable Preferred Stock Conversion” means the conversion of all Company Non-Redeemable Preferred Stock into Common Stock or Company Non-Voting Common Stock in accordance with the Company’s Governing Documents.

“Company Non-Voting Common Stock” has the meaning specified in Section 4.6(a).

“Company Preferred Stock” means the shares of the Company Non-Redeemable Preferred Stock and the Company Redeemable Preferred Stock.

“Company Redeemable Preferred Stock” has the meaning specified in Section 4.6(a).

“Company Registered Intellectual Property” has the meaning specified in Section 4.21(a).

“Company RIA Subsidiaries” has the meaning specified in Section 4.30(b).

“Company Stockholder Approvals” means the approval of this Agreement and the transactions contemplated hereby, including the Merger, by the affirmative vote or written consent of at least a majority of the voting power of the outstanding Company Capital Stock voting as a

single class and on an as-converted basis, in accordance with the terms and subject to the conditions of the Company's Governing Documents and applicable Law.

"Company Transaction Expenses" means the out-of-pocket fees, costs, expenses, commissions or other amounts, incurred, paid or otherwise payable by the Company or any of its Subsidiaries (whether or not billed or accrued for) to the extent resulting from or in connection with the negotiation, documentation, preparation, execution or performance of this Agreement and consummation of the transactions contemplated hereby, including (i) all fees, costs, expenses, brokerage fees, commissions, finders' fees and disbursements of financial advisors, investment banks, data room administrators, attorneys, accountants and other advisors and service providers, and (ii) all filing fees payable by the Company or any of its Subsidiaries to the Antitrust Authorities or other Governmental Authorities in connection with the transactions contemplated hereby; provided, however, that Company Transaction Expenses shall not include Transfer Taxes.

"Company Voting Common Stock" has the meaning specified in Section 4.6(a).

"Confidentiality Agreement" has the meaning specified in Section 11.10.

"Constituent Corporations" has the meaning specified in Section 2.1(a).

"Contracts" means any legally binding contracts, agreements, subcontracts, leases, and purchase orders.

"Copyleft License" means any license that requires, as a condition of use, modification and/or distribution of software subject to such license, that such software subject to such license, or other software incorporated into, derived from, or used or distributed with such software subject to such license (i) in the case of software, be made available or distributed in a form other than binary (e.g., source code form), (ii) be licensed for the purpose of preparing derivative works, (iii) be licensed under terms that allow the Company's or any Subsidiary of the Company's products or portions thereof or interfaces therefor to be reverse engineered, reverse assembled or disassembled (other than by operation of Law) or (iv) be redistributable at no license fee. Copyleft Licenses include the GNU General Public License, the GNU Lesser General Public License, the Mozilla Public License, the Common Development and Distribution License, the Eclipse Public License and all Creative Commons "sharealike" licenses.

"COVID-19" means SARS CoV-2 or COVID-19, and any evolutions thereof.

"COVID-19 Measures" means any quarantine, "shelter in place", "stay at home", workforce reduction, social distancing, shut down, closure, sequester, safety or similar Law, Governmental Order, Action, directive, guidelines or recommendations promulgated by any Governmental Authority that has jurisdiction over the Company or its Subsidiaries, including the Centers for Disease Control and Prevention and the World Health Organization, in each case, in connection with or response to COVID-19, including the Coronavirus Aid, Relief, and Economic Security Act and the Families First Coronavirus Response Act.

"D&O Indemnified Parties" has the meaning specified in Section 7.8(a).

"DGCL" has the meaning specified in the Recitals hereto.

“Disclosure Letter” means, as applicable, the Company Disclosure Letter or the Acquiror Disclosure Letter.

“Dissenting Shares” has the meaning specified in Section 3.5.

“Dollars” or “\$” means lawful money of the United States.

“Domesticated Acquiror Certificate of Incorporation” has the meaning specified in Section 7.7.

“Domesticated Acquiror Common Stock” has the meaning specified in the Recitals hereto.

“Domesticated Acquiror Unit” has the meaning specified in the Recitals hereto.

“Domesticated Acquiror Warrant” has the meaning specified in the Recitals hereto.

“Domestication” has the meaning specified in the Recitals hereto.

“Effective Time” has the meaning specified in Section 2.3(b).

“Environmental Laws” means any and all applicable Laws relating to Hazardous Materials, pollution, or the protection or management of the environment or natural resources, or protection of human health (with respect to exposure to Hazardous Materials).

“ERISA” has the meaning specified in Section 4.13(a).

“ERISA Affiliate” means any Affiliate or business, whether or not incorporated, that together with the Company would be deemed to be a “single employer” within the meaning of Section 414(b), (c), (m) or (o) of the Code.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Exchange Agent” has the meaning specified in Section 3.2(a).

“Export Approvals” has the meaning specified in Section 4.26(a).

“Financial Statements” has the meaning specified in Section 4.8(a)(ii).

“FINRA” has the meaning specified in Section 4.30(a).

“FINRA Approval” means the decision of FINRA either (i) pursuant to a materiality consultation with FINRA, not objecting to the transactions contemplated by this Agreement and the change of ownership of the Company Broker-Dealer Subsidiary; or (ii) as specified in FINRA Rule 1017, granting approval of the Continuing Membership Application with respect to the transactions contemplated by this Agreement and the change of ownership of the Company Broker-Dealer Subsidiary.

“GAAP” means generally accepted accounting principles in the United States as in effect from time to time.

“Goodwin” has the meaning specified in Section 11.18(b).

“Goodwin Privileged Communications” has the meaning specified in Section 11.18(b).

“Goodwin Waiving Parties” has the meaning specified in Section 11.18(b).

“Goodwin WP Group” has the meaning specified in Section 11.18(b).

“Governing Documents” means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs. For example, the “Governing Documents” of a corporation are its certificate of incorporation and by-laws, the “Governing Documents” of a limited partnership are its limited partnership agreement and certificate of limited partnership, the “Governing Documents” of a limited liability company are its operating agreement and certificate of formation and the “Governing Documents” of an exempted company are its memorandum and articles of association.

“Governmental Approval” has the meaning specified in Section 4.5.

“Governmental Authority” means any federal, state, provincial, municipal, local or foreign government, governmental authority, regulatory or administrative agency (including any self-regulatory organization), governmental commission, department, board, bureau, agency or instrumentality, court or tribunal.

“Governmental Order” means any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any Governmental Authority.

“Hazardous Material” means any (i) pollutant, contaminant, chemical, (ii) industrial, solid, liquid or gaseous toxic or hazardous substance, material or waste, (iii) petroleum or any fraction or product thereof, (iv) asbestos or asbestos-containing material, (v) polychlorinated biphenyl, (vi) chlorofluorocarbons, and (vii) other substance, material or waste, in each case, which are regulated under any Environmental Law or as to which liability may be imposed pursuant to Environmental Law.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

“Incentive Equity Plan” has the meaning specified in Section 7.1(a).

“Indebtedness” means with respect to any Person, without duplication, any obligations, contingent or otherwise, in respect of (a) the principal of and premium (if any) in respect of all indebtedness for borrowed money, including accrued interest and any per diem interest accruals, (b) the principal and interest components of capitalized lease obligations under GAAP, (c) amounts drawn (including any accrued and unpaid interest) on letters of credit, bank guarantees, bankers’ acceptances and other similar instruments (solely to the extent such amounts have actually been drawn), (d) the principal of and premium (if any) in respect of obligations evidenced by bonds, debentures, notes and similar instruments, (e) the termination value of interest rate protection agreements and currency obligation swaps, hedges or similar arrangements (without duplication of other indebtedness supported or guaranteed thereby), (f) the principal

component of all obligations to pay the deferred and unpaid purchase price of property and equipment which have been delivered, including “earn outs” and “seller notes,” (g) breakage costs, prepayment or early termination premiums, penalties, or other fees or expenses payable as a result of the consummation of the transactions contemplated hereby in respect of any of the items in the foregoing clauses (a) through (f), and (h) all Indebtedness of another Person referred to in clauses (a) through (g) above guaranteed directly or indirectly, jointly or severally.

“Independent Director” has the meaning specified in Section 7.6(a).

“Intellectual Property” means any rights in or to the following, throughout the world, including all U.S. and foreign: (i) patents, patent applications, invention disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof; (ii) registered and unregistered trademarks, logos, service marks, trade dress and trade names, slogans, pending applications therefor, and internet domain names, together with the goodwill of the Company or any of its Subsidiaries or their respective businesses symbolized by or associated with any of the foregoing; (iii) registered and unregistered copyrights, and applications for registration of copyright, including such corresponding rights in software and other works of authorship; and (iv) trade secrets, know-how, processes, and other confidential information or proprietary rights.

“Interim Period” has the meaning specified in Section 6.1.

“International Trade Laws” means all Laws relating to the import, export, re-export, deemed export, deemed re-export, or transfer of information, data, goods, and technology, including but not limited to the Export Administration Regulations administered by the United States Department of Commerce, the International Traffic in Arms Regulations administered by the United States Department of State, customs and import Laws administered by United States Customs and Border Protection, any other export or import controls administered by an agency of the United States government, the anti-boycott regulations administered by the United States Department of Commerce and the United States Department of the Treasury, and other Laws adopted by Governmental Authorities of other countries relating to the same subject matter as the United States Laws described above.

“Investment Advisers Act” has the meaning specified in Section 4.30(b).

“Investment Company Act” means the Investment Company Act of 1940, as amended.

“IRS” means the Internal Revenue Service.

“JOBS Act” has the meaning specified in Section 5.6(a).

“Key Holders” means (a) the Persons set forth on Section 1.1(a) of the Company Disclosure Letter and (b) the Acquiror Key Holders.

“Law” means any statute, law, ordinance, rule, regulation, directive or Governmental Order, in each case, of any Governmental Authority.

“Leased Real Property” means all real property leased, licensed, subleased or otherwise used or occupied (except for Owned Land) by the Company or any of its Subsidiaries.

“Legal Proceedings” has the meaning specified in Section 4.10.

“Letter of Transmittal” has the meaning specified in Section 3.2(b)

“Lien” means all liens, mortgages, deeds of trust, pledges, hypothecations, encumbrances, security interests, options, leases, subleases, restrictions, claims or other liens of any kind whether consensual, statutory or otherwise.

“Listing Application” has the meaning specified in Section 7.3.

“Lock-Up Agreement” has the meaning specified in the Recitals hereto.

“Merger” has the meaning specified in the Recitals hereto.

“Merger Certificate” has the meaning specified in Section 2.1(a).

“Merger Sub” has the meaning specified in the Preamble hereto.

“Merger Sub Capital Stock” means the shares of the common stock, par value \$0.0001 per share, of Merger Sub.

“Minimum Available Acquiror Cash Amount” has the meaning specified in Section 7.2(a).

“Minimum PIPE Investment Amount” has the meaning specified in Section 5.12(e).

“Modification in Recommendation” has the meaning specified in Section 8.2(b).

“Multiemployer Plan” has the meaning specified in Section 4.13(c).

“NYSE” has the meaning specified in Section 5.6(c).

“Offer Documents” has the meaning specified in Section 8.2(a)(i).

“Open Source License” means any license meeting the Open Source Definition (as promulgated by the Open Source Initiative) or the Free Software Definition (as promulgated by the Free Software Foundation), or any substantially similar license, including any license approved by the Open Source Initiative or any Creative Commons License. “Open Source Licenses” shall include Copyleft Licenses.

“Open Source Materials” means any software subject to an Open Source License.

“Option” means an option to purchase shares of Company Common Stock granted under the Company Incentive Plan or otherwise granted to an employee, director, independent contractor or other service provider of the Company outside of the Company Incentive Plan.

“Owned Land” has the meaning specified in Section 4.20(b).

“Permits” means any approvals, authorizations, consents, licenses, registrations, permits or certificates of a Governmental Authority.

“Permitted Liens” means (i) mechanic’s, materialmen’s and similar Liens arising in the ordinary course of business with respect to any amounts (A) not yet due and payable or which are being contested in good faith through (if then appropriate) appropriate proceedings and (B) for which adequate accruals or reserves have been established in accordance with GAAP, (ii) Liens for Taxes (A) not yet due and payable or (B) which are being contested in good faith through appropriate proceedings and for which adequate accruals or reserves have been established in accordance with GAAP, (iii) defects or imperfections of title, easements, encroachments, covenants, rights-of-way, conditions, matters that would be apparent from a physical inspection or current, accurate survey of such real property, restrictions and other similar charges or encumbrances that do not materially impair the value or materially interfere with the present use of the Leased Real Property, (iv) with respect to any Leased Real Property (A) the interests and rights of the respective lessors with respect thereto, including any statutory landlord liens and any Lien thereon, (B) any Lien permitted under the Real Property Lease, and (C) any Liens encumbering the Owned Land of which the Leased Real Property is a party, (v) zoning, building, entitlement and other land use and environmental regulations promulgated by any Governmental Authority that do not materially interfere with the current use of, or materially impair the value of, the Leased Real Property, (vi) non-exclusive licenses of Intellectual Property entered into in the ordinary course of business consistent with past practice, (vii) ordinary course purchase money Liens and Liens securing rental payments under operating or capital lease arrangements for amounts not yet due or payable, (viii) other Liens arising in the ordinary course of business and not incurred in connection with the borrowing of money and on a basis consistent with past practice in connection with workers’ compensation, unemployment insurance or other types of social security, (ix) Liens arising under the Company’s securitization, warehouse lending or risk retention repurchase arrangements in the ordinary course of business consistent with past practice, (x) reversionary rights in favor of landlords under any Real Property Leases with respect to any of the buildings or other improvements owned by the Company or any of its Subsidiaries, (xi) restrictions on transfer under applicable securities Laws and (xii) all other Liens that do not, individually or in the aggregate, materially impair the use, occupancy or value of the applicable assets of the Company and its Subsidiaries.

“Person” means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, Governmental Authority or instrumentality or other entity of any kind.

“Personal Information Laws and Policies” has the meaning set forth in Section 4.22(a).

“PIPE Investment” means the purchase of shares of Domesticated Acquiror Common Stock or Acquiror Class A Common Stock, as applicable pursuant to the Subscription Agreements.

“PIPE Investment Amount” means the aggregate gross purchase price for the shares in the PIPE Investment.

“PIPE Investors” means those certain investors participating in the PIPE Investment pursuant to the Subscription Agreements.

“Prospectus” has the meaning specified in Section 11.1.

“Proxy Statement” has the meaning specified in Section 8.2(a)(i).

“Proxy Statement/Registration Statement” has the meaning specified in Section 8.2(a)(i).

“Q3 Financial Statements” has the meaning specified in Section 4.8(a)(ii).

“QIA” means Qatar Investment Authority.

“Real Property Leases” has the meaning specified in Section 4.20(a)(iii).

“Red Crow” means Red Crow Capital, LLC.

“Registration Rights Agreement” has the meaning specified in the Recitals hereto.

“Registration Statement” means the Registration Statement on Form S-4, or other appropriate form, including any pre-effective or post-effective amendments or supplements thereto, to be filed with the SEC by Acquiror under the Securities Act with respect to the Registration Statement Securities.

“Registration Statement Securities” has the meaning specified in Section 8.2(a)(i).

“Requisite Company Stockholders” means those stockholders of the Company listed on Section 1.1(b) of the Company Disclosure Letter.

“Restricted Stock Unit Award” means an award of restricted shares of Company Common Stock, which includes any shares of Company Common Stock issued pursuant to early-exercised Options and any restricted stock award granted outside of the Company Incentive Plan.

“Sanctioned Country” means at any time, a country or territory which is itself the subject or target of any comprehensive Sanctions Laws (including, at the time of this Agreement, the Crimea region of Ukraine, Cuba, Iran, North Korea and Syria).

“Sanctioned Person” means any Person that is the target of Sanctions Laws, including (i) any Person identified in any Sanctions Law-related list of designated Persons maintained by (a) the United States, including by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.S. Department of Commerce, Bureau of Industry and Security, or the U.S. Department of State; (b) Her Majesty’s Treasury of the United Kingdom; (c) any committee of the United Nations Security Council; or (d) the European Union; (ii) any Person located, organized, or resident in, organized in, or a Governmental Authority or government instrumentality of, any Sanctioned Country; or (iii) any Person directly or indirectly owned or controlled by, or acting for the benefit or on behalf of, a Person described in clause (i) or (ii), either individually or in the aggregate.

“Sanctions Laws” means any trade, economic or financial sanctions Laws administered, enacted or enforced from time to time by (i) the United States (including the Department of the Treasury’s Office of Foreign Assets Control or the U.S. Department of State), (ii) the European

Union and enforced by its member states, (iii) the United Nations, or (iv) Her Majesty's Treasury of the United Kingdom.

"Sarbanes-Oxley Act" means the Sarbanes-Oxley Act of 2002.

"SCH PIPE Investor" means a PIPE Investor that is set forth on Annex I to Section 5.12(e) of the Acquiror Disclosure Letter or an Affiliate of any such PIPE Investor to whom the applicable Subscription Agreement with such PIPE Investor is assigned in accordance with its terms after the date of this Agreement.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Selling Company Holders" means Softbank, Silver Lake, Red Crow and QIA.

"Series 1 Preferred Stock Investors' Agreement" means the Series 1 Preferred Stock Investors' Agreement, dated as of May 29, 2019, by and among the Company and the stockholders party thereto.

"Series 1 Preferred Stock Investors' A&R Agreement" means the Amended and Restated Series 1 Preferred Stock Investors' Agreement, dated as of the date hereof, by and among the Acquiror, the stockholders party thereto and (in its capacity as assignor thereunder) the Company.

"Series 1 Reference Price" means the amount determined by the quotient obtained by *dividing* (i) the aggregate purchase price payable to the Company *by* (ii) the aggregate number of shares of Company Common Stock issued, in each case pursuant to the Common Stock Purchase Agreement.

"Series 1 Registration Rights Agreement" has the meaning specified in the Recitals hereto.

"Series A Preferred Stock" means the Series A Preferred Stock of the Company.

"Series B Preferred Stock" means the Series B Preferred Stock of the Company.

"Series C Preferred Stock" means the Series C Preferred Stock of the Company.

"Series D Preferred Stock" means the Series D Preferred Stock of the Company.

"Series E Preferred Stock" means the Series E Preferred Stock of the Company.

"Series F Preferred Exchange Ratio" means the product of (i) 1.1102 *multiplied by* (ii) the Base Exchange Ratio. For illustrative purposes only, assuming (A) the Aggregate Common Share Consideration equals 657,000,000 Acquiror Common Shares and (B) the Aggregate Fully Diluted Company Common Shares equals 370,237,687 shares of Company Common Stock, then the Series F Preferred Exchange Ratio would mean the product of (x) 1.1102 *multiplied by* (y) the Base Exchange Ratio, which product, rounded to the nearest four decimal places, would be equal to 1.9701).

“Series F Preferred Stock” means the Series F Preferred Stock of the Company.

“Series G Preferred Exchange Ratio” means the product of (i) 1.2093 *multiplied by* (ii) the Base Exchange Ratio. For illustrative purposes only, assuming (A) the Aggregate Common Share Consideration equals 657,000,000 Acquiror Common Shares and (B) the Aggregate Fully Diluted Company Common Shares equals 370,237,687 shares of Company Common Stock, then the Series G Preferred Exchange Ratio would mean the product of (x) 1.2093 *multiplied by* (y) the Base Exchange Ratio, which product, rounded to the nearest four decimal places, would be equal to 2.1460).

“Series G Preferred Stock” means the Series G Preferred Stock of the Company.

“Series H Preferred Exchange Ratio” means the product of (i) 1.0863 *multiplied by* (ii) the Base Exchange Ratio. For illustrative purposes only, assuming (A) the Aggregate Common Share Consideration equals 657,000,000 Acquiror Common Shares and (B) the Aggregate Fully Diluted Company Common Shares equals 370,237,687 shares of Company Common Stock, then the Series H Preferred Exchange Ratio would mean the product of (x) 1.0863 *multiplied by* (y) the Base Exchange Ratio, which product, rounded to the nearest four decimal places, would be equal to 1.9277). Notwithstanding the foregoing, with respect to shares of Series H Preferred Stock owned by Anthony Noto as of immediately prior to the Effective Time, the “Series H Preferred Exchange Ratio” shall mean the Base Exchange Ratio.

“Series H Preferred Stock” means the Series H Preferred Stock of the Company.

“Series H Preferred Stock Warrant Amendments” means the amendments to the outstanding Series H Warrants in substantially the form attached as Exhibit D to the Company Holders Support Agreement, to be effective as of the Effective Time.

“Series H-1 Preferred Stock” means the Series H-1 Preferred Stock of the Company.

“Series H Warrants” means (i) prior to the Effective Time, the outstanding warrants to purchase shares of Series H Preferred Stock, and (ii) from and following the Effective Time, the outstanding warrants to purchase shares of Acquiror Common Stock, pursuant to the Series H Preferred Stock Warrant Amendments.

“Shareholders Agreement” has the meaning specified in the Recitals hereto.

“Share Repurchase Agreement” means the share repurchase agreement by and between Acquiror and SoftBank Group Capital Limited, substantially in the form attached as Exhibit A to the Shareholders’ Agreement.

“Silver Lake” means Silver Lake Partners.

“Skadden” has the meaning specified in Section 11.18(c)

“Skadden Privileged Communications” has the meaning specified in Section 11.18(c).

“Skadden Waiving Parties” has the meaning specified in Section 11.18(c).

“Skadden WP Group” has the meaning specified in Section 11.18(c).

“SoftBank” means Softbank Group Capital Limited and SB Sonic Holdco (UK) Limited.

“Sponsor” means SCH Sponsor V LLC, a Cayman Islands limited liability company.

“Sponsor Support Agreement” means that certain Support Agreement, dated as of the date of this Agreement, by and among the Sponsor, Acquiror and the Company, as amended or modified from time to time.

“Subscription Agreements” means the subscription agreements, entered into on or prior to the date hereof (as assigned or amended from time to time in accordance with their terms and this Agreement after the date of this Agreement), pursuant to which the PIPE Investment will be consummated.

“Subsidiary” means, with respect to a Person, a corporation or other entity of which more than 50% of the voting power of the equity securities or equity interests is owned, directly or indirectly, by such Person; provided, that no special purpose vehicle or similar entity (or any Subsidiary thereof) formed or to be formed for any securitization, warehouse facility or risk retention repurchase facility shall be deemed to be a Subsidiary of the Company.

“Surviving Corporation” has the meaning specified in Section 2.1(b).

“Tax Return” means any return, declaration, report, statement, information statement or other document filed or required to be filed with any Governmental Authority with respect to Taxes, including any claims for refunds of Taxes, any information returns and any schedules, attachments, amendments or supplements of any of the foregoing.

“Taxes” means any and all federal, state, local, foreign or other taxes imposed by any Governmental Authority, including all income, gross receipts, license, payroll, recapture, net worth, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, ad valorem, value added, inventory, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, assessments, sales, use, transfer, registration, governmental charges, duties, levies and other similar charges, in each case to the extent in the nature of a tax, alternative or add-on minimum, or estimated taxes, and including any interest, penalty, or addition thereto.

“Terminating Acquiror Breach” has the meaning specified in Section 10.1(g).

“Terminating Company Breach” has the meaning specified in Section 10.1(e).

“Title IV Plan” has the meaning specified in Section 4.13(c).

“Top Vendors” has the meaning specified in Section 4.28(a).

“Transaction Litigation” has the meaning specified in Section 7.11.

“Transaction Proposals” has the meaning specified in Section 8.2(b).

“Transfer Taxes” means any and all transfer, documentary, sales, use, real property, stamp, excise, recording, registration, value added and other similar Taxes, fees and costs (including any associated penalties and interest) incurred in connection with this Agreement.

“Treasury Regulations” means the regulations promulgated under the Code by the United States Department of the Treasury (whether in final, proposed or temporary form), as the same may be amended from time to time.

“Treasury Share” has the meaning specified in Section 3.1(a)

“Trust Account” has the meaning specified in Section 11.1.

“Trust Agreement” has the meaning specified in Section 5.8.

“Trustee” has the meaning specified in Section 5.8.

“Unpaid Transaction Expenses” has the meaning specified in Section 2.4(c).

“Wachtell Lipton” has the meaning specified in Section 11.18(a).

“Wachtell Lipton Privileged Communications” has the meaning specified in Section 11.18(a).

“Wachtell Lipton Waiving Parties” has the meaning specified in Section 11.18(a).

“Wachtell Lipton WP Group” has the meaning specified in Section 11.18(a).

“Warrant Agreement” means the Warrant Agreement, dated as of October 8, 2020, between Acquiror and Continental Stock Transfer & Trust Company.

“Working Capital Loans” means any loan made to Acquiror by any of the Sponsor, an Affiliate of the Sponsor or any of Acquiror’s officers or directors, and evidenced by a promissory note, for the purpose of financing costs incurred in connection with a Business Combination.

Section 1.2. Construction.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “hereof,” “herein,” “hereby,” “hereto” and derivative or similar words refer to this entire Agreement; (iv) the terms “Article” or “Section” refer to the specified Article or Section of this Agreement; (v) the word “including” shall mean “including, without limitation” and (vi) the word “or” shall be disjunctive but not exclusive.

(b) Unless the context of this Agreement otherwise requires, references to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation.

(c) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified.

(d) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(e) The term “actual fraud” means, with respect to a party to this Agreement, an actual and intentional fraud with respect to the making of the representations and warranties pursuant to Article IV or Article V (as applicable), provided, that such actual and intentional fraud of such Person shall only be deemed to exist if any of the individuals included on Section 1.3 of the Company Disclosure Letter (in the case of the Company) or Section 1.3 of the Acquiror Disclosure Letter (in the case of Acquiror) had actual knowledge (as opposed to imputed or constructive knowledge) that the representations and warranties made by such Person pursuant to, in the case of the Company, Article IV as qualified by the Company Disclosure Letter, or, in the case of Acquiror, Article V as qualified by the Acquiror Disclosure Letter, were actually breached when made, with the express intention that the other party to this Agreement rely thereon to its detriment.

(f) With respect to the Company and its Subsidiaries, compliance with COVID-19 Measures shall be deemed to be in the ordinary course of business consistent with past practice so long as any such COVID-19 Measure remains outstanding.

Section 1.3. Knowledge. As used herein, (i) the phrase “to the knowledge” of the Company shall mean the knowledge of the individuals identified on Section 1.3 of the Company Disclosure Letter and (ii) the phrase “to the knowledge” of Acquiror shall mean the knowledge of the individuals identified on Section 1.3 of the Acquiror Disclosure Letter, in each case, as such individuals would have acquired in the exercise of a reasonable inquiry of direct reports.

ARTICLE II

THE MERGER; CLOSING

Section 2.1. The Merger.

(a) Upon the terms and subject to the conditions set forth in this Agreement, and following the Domestication, Acquiror, Merger Sub and the Company (Merger Sub and the Company sometimes being referred to herein as the “Constituent Corporations”) shall cause Merger Sub to be merged with and into the Company, with the Company being the surviving corporation in the Merger. The Merger shall be consummated in accordance with this Agreement and shall be evidenced by a certificate of merger with respect to the Merger (as so filed, the “Merger Certificate”), executed by the Constituent Corporations in accordance with the relevant provisions of the DGCL, such Merger to be effective as of the Effective Time.

(b) Upon consummation of the Merger, the separate corporate existence of Merger Sub shall cease and the Company, as the surviving corporation of the Merger (hereinafter referred to for the periods at and after the Effective Time as the “Surviving Corporation”), shall continue its corporate existence under the DGCL, as a wholly owned subsidiary of Acquiror.

Section 2.2. Effects of the Merger. At and after the Effective Time, the Surviving Corporation shall thereupon and thereafter possess all of the rights, privileges, powers and franchises, of a public as well as a private nature, of the Constituent Corporations, and shall become subject to all the restrictions, disabilities and duties of each of the Constituent Corporations; and all rights, privileges, powers and franchises of each Constituent Corporation, and all property, real, personal and mixed, and all debts due to each such Constituent Corporation, on whatever account, shall become vested in the Surviving Corporation; and all property, rights, privileges, powers and franchises, and all and every other interest shall become thereafter the property of the Surviving Corporation as they are of the Constituent Corporations; and the title to any real property vested by deed or otherwise or any other interest in real estate vested by any instrument or otherwise in either of such Constituent Corporations shall not revert or become in any way impaired by reason of the Merger; but all Liens upon any property of a Constituent Corporation shall thereafter attach to the Surviving Corporation and shall be enforceable against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it; all of the foregoing in accordance with the applicable provisions of the DGCL.

Section 2.3. Closing; Effective Time.

(a) In accordance with the terms and subject to the conditions of this Agreement, the closing of the Merger (the “Closing”) shall take place at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, One Manhattan West, New York, New York 10001, at 10:00 a.m. (New York time) on the date which is two (2) Business Days after the first date on which all conditions set forth in Article IX shall have been satisfied or waived (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof), or such other time and place as Acquiror and the Company may mutually agree in writing. The date on which the Closing actually occurs is referred to in this Agreement as the “Closing Date”.

(b) Subject to the satisfaction or waiver of all of the conditions set forth in Article IX of this Agreement, and provided this Agreement has not theretofore been terminated pursuant to its terms, Acquiror, Merger Sub, and the Company shall cause the (i) Merger Certificate to be executed and duly submitted for filing with the Secretary of State of the State of Delaware in accordance with the applicable provisions of the DGCL. The Merger shall become effective at the time when the Merger Certificate has been accepted for filing by the Secretary of State of the State of Delaware, or at such later time as may be agreed by Acquiror and the Company in writing and specified in the Merger Certificate (the “Effective Time”).

(c) For the avoidance of doubt, the Closing and the Effective Time shall not occur prior to the completion of the Domestication.

Section 2.4. Closing Deliverables.

(a) At the Closing, the Company will deliver or cause to be delivered:

(i) to Acquiror, a certificate signed by an officer of the Company, dated as of the Closing Date, certifying that, to the knowledge and belief

of such officer, the conditions specified in Section 9.2(a) and Section 9.2(b) have been fulfilled;

(ii) to Acquiror, the written resignations of all of the directors of the Company (other than those Persons identified as the initial directors of the Surviving Corporation, in accordance with the provisions of Section 2.6 and Section 7.6), effective as of the Effective Time;

(iii) to Acquiror, a certificate on behalf of the Company, prepared in a manner consistent and in accordance with the requirements of Treasury Regulation Sections 1.897-2(g), (h) and 1.1445-2(c)(3), certifying that no interest in the Company is, or has been during the relevant period specified in Section 897(c)(1)(A)(ii) of the Code, a “U.S. real property interest” within the meaning of Section 897(c) of the Code, and a form of notice to the Internal Revenue Service prepared in accordance with the provisions of Treasury Regulations Section 1.897-2(h)(2); and

(iv) to Acquiror, the Series H Preferred Stock Warrant Amendments, duly executed by an authorized representative of the Company.

(b) At the Closing, Acquiror will deliver or cause to be delivered:

(i) to the Exchange Agent, the Aggregate Merger Consideration for further distribution to the Company’s stockholders pursuant to Section 3.2;

(ii) to the Company, a certificate signed by an officer of Acquiror, dated as of the Closing Date, certifying that, to the knowledge and belief of such officer, the conditions specified in Section 9.3(a) and Section 9.3(b) have been fulfilled;

(iii) to the Company, the Registration Rights Agreement, duly executed by a duly authorized representative of Acquiror;

(iv) to the Company, the Series I Registration Rights Agreement, duly executed by a duly authorized representative of Acquiror;

(v) to the Company, the Shareholders Agreement, duly executed by a duly authorized representative of Acquiror;

(vi) to the Company, the Lock-Up Agreement, duly executed by a duly authorized representative of Acquiror;

(vii) to the Company, the Series H Preferred Stock Warrant Amendments, duly executed by an authorized representative of Acquiror; and

(viii) to the Company, the written resignations of all of the directors and officers of Acquiror and Merger Sub (other than those Persons identified as the initial directors of Acquiror after the Effective Time, in accordance

with the provisions of Section 2.6 and Section 7.6), effective as of the Effective Time.

(c) On the Closing Date, concurrently with the Effective Time, Acquiror shall pay or cause to be paid by wire transfer of immediately available funds, (i) all accrued Acquiror Transaction Expenses as set forth on a written statement to be delivered to the Company not less than three (3) Business Days prior to the Closing Date, and (ii) all accrued and unpaid Company Transaction Expenses (“Unpaid Transaction Expenses”) as set forth on a written statement to be delivered to Acquiror by or on behalf of the Company not less than three (3) Business Days prior to the Closing Date, which shall include the respective amounts and wire transfer instructions for the payment thereof, together with corresponding invoices for the foregoing and, if reasonably required by the Trustee, the certified Taxpayer Identification Numbers, of each payee; provided, that any Unpaid Transaction Expenses due to current or former employees, independent contractors, officers, or directors of the Company or any of its Subsidiaries shall be paid to the Company for further payment to such employee, independent contractor, officer or director through the Company’s payroll.

(d) On the Closing Date, concurrently with the Effective Time, Acquiror shall pay or cause to be paid by wire transfer of immediately available funds, to each holder of Company Redeemable Preferred Stock listed on Schedule 1 hereto, an amount of cash for each share of Company Redeemable Preferred Stock with respect to which such holder of Company Redeemable Preferred Stock is entitled to receive a Special Payment (as defined in the Series 1 Preferred Stock Investors’ A&R Agreement) pursuant to the Company’s Twelfth Amended and Restated Certificate of Incorporation and the Series 1 Preferred Stock Investors’ A&R Agreement, equal to the quotient obtained by *dividing* (i) the product of (A) the amount (if positive, otherwise zero) by which \$19.2952 per share (as adjusted for stock splits, stock dividends, reclassification and the like) exceeds the Series 1 Reference Price (as adjusted for stock splits, stock dividends, reclassification and the like) *multiplied by* (B) the number of shares of Series H Preferred Stock held by such holder as of immediately prior to the Effective Time; *by* (ii) the number of shares of Company Redeemable Preferred Stock held by such holder as of immediately prior to the Effective Time; provided, that the Company shall deliver or cause to be delivered to Acquiror, at least three (3) Business Days prior to the Closing Date, a written statement setting forth the respective amounts and wire transfer instructions for the payment thereof, and, if reasonably required and requested in advance by the Trustee, a certified Taxpayer Identification Number from each payee. The payments contemplated by this Section 2.4(d) shall be in full satisfaction of the Acquiror’s and Company’s obligations, as applicable, under each of the Series 1 Preferred Stock Investors’ Agreement, the Series 1 Preferred Stock Investors’ A&R Agreement and the Company’s Governing Documents in respect of the transactions contemplated hereby and shall fully discharge the Acquiror’s and Company’s obligations in respect of the Special Payment.

Section 2.5. Governing Documents.

(a) The certificate of incorporation and bylaws of Merger Sub in effect immediately prior to the Effective Time, shall be the certificate of incorporation and bylaws of Surviving Corporation until thereafter amended as provided therein and under the DGCL.

(b) The certificate of incorporation and bylaws of Acquiror as of immediately prior to the Effective Time (which shall be in substantially the form attached as Exhibits A and B hereto (with such changes as may be agreed in writing by Acquiror and the Company) upon effectiveness of the Domestication), shall be the certificate of incorporation and bylaws of Acquiror from and after the Effective Time, until thereafter amended as provided therein and under the DGCL.

Section 2.6. Directors and Officers.

(a) The directors and officers of Merger Sub, as of immediately prior to the Effective Time, shall be the initial directors and officers of the Surviving Corporation from and after the Effective Time, each to hold office in accordance with the Governing Documents of the Surviving Corporation.

(b) From and after the Effective Time, the Persons identified as the initial directors and officers of Acquiror after the Effective Time, in accordance with the provisions of Section 7.6, shall be the directors and officers (and in the case of such officers, holding such positions as set forth on Section 2.6 of the Company Disclosure Letter), respectively, of Acquiror, each to hold office in accordance with the Governing Documents of Acquiror.

Section 2.7. Tax Free Reorganization Matters. The parties intend that, for United States federal income tax purposes, the Merger will qualify as a “reorganization” within the meaning of Section 368(a) of the Code and the Treasury Regulations to which each of Acquiror and the Company are to be parties under Section 368(b) of the Code and the Treasury Regulations and this Agreement is intended to be, and is adopted as, a plan of reorganization for purposes of Sections 354, 361 and the 368 of the Code and within the meaning of Treasury Regulations Section 1.368-2(g). None of the parties knows of any fact or circumstance (without conducting independent inquiry or diligence of the other relevant party), or has taken or will take any action, if such fact, circumstance or action would be reasonably expected to cause the Merger to fail to qualify as a reorganization within the meaning of Section 368(a) of the Code and the Treasury Regulations. The Merger shall be reported by the parties for all Tax purposes in accordance with the foregoing, unless otherwise required by a Governmental Authority. The parties hereto shall cooperate with each other and their respective counsel to document and support the Tax treatment of the Merger as a “reorganization” within the meaning of Section 368(a) of the Code, including providing customary representation letters.

ARTICLE III

EFFECTS OF THE MERGER ON THE COMPANY CAPITAL STOCK AND EQUITY AWARDS

Section 3.1. Conversion of Securities.

(a) At the Effective Time, by virtue of the Merger and without any action on the part of any holder of Company Capital Stock (other than (x) any shares of Company Common Stock subject to Options or Restricted Stock Unit Awards (which shall be respectively subject to Section 3.3), (y) any shares of Company Capital Stock held in the treasury of the Company, which

treasury shares shall be canceled as part of the Merger and shall not constitute “Company Capital Stock” hereunder (each such share, a “Treasury Share”), and (z) any shares of Company Common Stock held by stockholders of the Company who have perfected and not withdrawn a demand for appraisal rights pursuant to the applicable provisions of the DGCL):

(i) each share of the Company Common Stock that is issued and outstanding immediately prior to the Effective Time (without giving effect to any conversion of any outstanding Company Non-Redeemable Preferred Stock into Company Common Stock) shall be canceled and converted into the right to receive a number of Acquiror Common Shares equal to the Base Exchange Ratio;

(ii) each share of Company Non-Redeemable Preferred Stock (other than any shares of Series F Preferred Stock, Series G Preferred Stock or Series H Preferred Stock), in each case, that is issued and outstanding immediately prior to the Effective Time shall be canceled and converted into the right to receive a number of Acquiror Common Shares equal to the Base Exchange Ratio;

(iii) each share of Series F Preferred Stock that is issued and outstanding immediately prior to the Effective Time shall be canceled and converted into the right to receive a number of Acquiror Common Shares equal to the Series F Preferred Exchange Ratio;

(iv) each share of Series G Preferred Stock that is issued and outstanding immediately prior to the Effective Time shall be canceled and converted into the right to receive a number of Acquiror Common Shares equal to the Series G Preferred Exchange Ratio;

(v) each share of Series H Preferred Stock that is issued and outstanding immediately prior to the Effective Time shall be canceled and converted into the right to receive a number of Acquiror Common Shares equal to the Series H Preferred Exchange Ratio; and

(vi) each share of Company Redeemable Preferred Stock that is issued and outstanding immediately prior to the Effective Time shall be canceled and converted into the right to receive one (1) fully paid and non-assessable share of Acquiror Series 1 Preferred Stock (all shares of Acquiror Series 1 Preferred Stock issued pursuant to this clause (vi), collectively, the “Aggregate Preferred Share Consideration”).

(b) At the Effective Time, by virtue of the Merger, each Series H Warrant shall become exercisable for a number of Acquiror Common Shares, and the exercise price thereof shall be adjusted, in each case as set forth in the Series H Preferred Stock Warrants Amendment.

(c) At the Effective Time, by virtue of the Merger and without any action on the part of Acquiror or Merger Sub, each share of Merger Sub Capital Stock, shall be converted into a share of common stock, par value \$0.0001, of the Surviving Corporation.

(d) Holders of shares of Company Redeemable Preferred Stock who receive shares of Acquiror Series 1 Preferred Stock pursuant to Section 3.1(a)(vi) shall remain entitled to receive dividends accrued but unpaid as of the date hereof in respect of such shares of Company Redeemable Preferred Stock pursuant to the Company's Twelfth Amended and Restated Certificate of Incorporation.

(e) Notwithstanding anything in this Agreement to the contrary, no fractional shares of Acquiror Common Stock shall be issued in the Merger. In lieu of any fractional shares of Acquiror Common Stock to which each holder of Company Capital Stock would otherwise be entitled in the Merger, the Exchange Agent (as defined below) shall round down to the nearest whole share of Acquiror Common Stock. No cash settlements shall be made with respect to fractional shares eliminated by rounding.

Section 3.2. Exchange Procedures.

(a) Prior to the Closing, Acquiror shall appoint an exchange agent (the "Exchange Agent") to act as the agent for the purpose of paying the Aggregate Merger Consideration to the Company's stockholders. At or before the Effective Time, Acquiror shall deposit with the Exchange Agent the number of shares of Acquiror Common Stock equal to the Aggregate Common Share Consideration and the number of shares of Acquiror Series 1 Preferred Stock equal to the Aggregate Preferred Share Consideration.

(b) As promptly as reasonably practicable after the Effective Time, Acquiror shall send or shall cause the Exchange Agent to send, to each record holder of shares of Company Capital Stock as of immediately prior to the Effective Time, whose Company Capital Stock was converted pursuant to Section 3.1(a) into the right to receive a portion of the Aggregate Common Share Consideration or the Aggregate Preferred Share Consideration, a letter of transmittal and instructions (which shall specify that the delivery shall be effected, and the risk of loss and title shall pass, only upon proper transfer of each share to the Exchange Agent, and which letter of transmittal will be in customary form and have such other provisions as Acquiror may reasonably specify) for use in such exchange (each, a "Letter of Transmittal").

(c) Each holder of shares of Company Capital Stock that have been converted into the right to receive a portion of the Aggregate Common Share Consideration or Aggregate Preferred Share Consideration, as applicable, pursuant to Section 3.1(a), shall be entitled to receive such portion of the Aggregate Common Share Consideration or Aggregate Preferred Share Consideration, as applicable, upon receipt of an "agent's message" by the Exchange Agent (or such other evidence, if any, of transfer as the Exchange Agent may reasonably request), together with a duly completed and validly executed Letter of Transmittal and such other documents as may reasonably be requested by the Exchange Agent. No interest shall be paid or accrued upon the transfer of any share.

(d) Promptly following the date that is one (1) year after the Effective Time, Acquiror shall instruct the Exchange Agent to deliver to Acquiror all documents in its possession relating to the transactions contemplated hereby, and the Exchange Agent's duties shall terminate. Thereafter, any portion of the Aggregate Common Share Consideration or Aggregate Preferred Share Consideration, as applicable, that remains unclaimed shall be returned to Acquiror, and any

Person that was a holder of shares of Company Capital Stock as of immediately prior to the Effective Time that has not exchanged such shares of Company Capital Stock for an applicable portion of the Aggregate Common Share Consideration or Aggregate Preferred Share Consideration in accordance with this Section 3.2 prior to the date that is one (1) year after the Effective Time, may transfer such shares of Company Capital Stock to Acquiror and (subject to applicable abandoned property, escheat and similar Laws) receive in consideration therefor, and Acquiror shall promptly deliver, such applicable portion of the Aggregate Common Share Consideration or Aggregate Preferred Share Consideration without any interest thereupon. None of Acquiror, Merger Sub, the Company, the Surviving Corporation or the Exchange Agent shall be liable to any Person in respect of any of the Aggregate Merger Consideration delivered to a public official pursuant to and in accordance with any applicable abandoned property, escheat or similar Laws. If any such shares shall not have been transferred immediately prior to such date on which any amounts payable pursuant to this Article III would otherwise escheat to or become the property of any Governmental Authority, any such amounts shall, to the extent permitted by applicable Law, become the property of the Surviving Corporation, free and clear of all claims or interest of any Person previously entitled thereto.

Section 3.3. Treatment of Options and Restricted Stock Unit Awards.

(a) As of the Effective Time, each Option that is then outstanding shall be converted into the right to receive, pursuant to the Company Incentive Plan or the applicable award agreement, an option relating to shares of Domesticated Acquiror Common Stock upon substantially the same terms and conditions as are in effect with respect to such option immediately prior to the Effective Time, including with respect to vesting and termination-related provisions (each, an “Acquiror Option”) except that (a) such Acquiror Option shall relate to that whole number of shares of Domesticated Acquiror Common Stock (rounded down to the nearest whole share) equal to the number of Company Common Shares subject to such Option, *multiplied by* the Base Exchange Ratio, and (b) the exercise price per share for each such Acquiror Option shall be equal to the exercise price per share of such Option in effect immediately prior to the Effective Time, *divided by* the Base Exchange Ratio (the exercise price per share, as so determined, being rounded up to the nearest full cent); provided, however, that the conversion of the Options will be made in a manner consistent with Treasury Regulation Section 1.424-1, such that such conversion will not constitute a “modification” of such Options for purposes of Section 409A or Section 424 of the Code.

(b) As of the Effective Time, each Restricted Stock Unit Award that is outstanding immediately prior to the Effective Time shall be converted into the right to receive, pursuant to the Company Incentive Plan or the applicable award agreement, restricted shares of Domesticated Acquiror Common Stock (each, an “Adjusted Restricted Stock Unit Award”) with substantially the same terms and conditions as were applicable to such Restricted Stock Unit Award immediately prior to the Effective Time (including with respect to vesting and termination-related provisions), except that such Adjusted Restricted Stock Unit Award shall relate to such number of shares of Domesticated Acquiror Common Stock as is equal to the product of (i) the number of Company Common Shares subject to such Restricted Stock Unit Award immediately prior to the Effective Time, *multiplied by* (ii) the Base Exchange Ratio, with any fractional shares rounded down to the nearest whole share.

(c) The Company shall take all necessary actions to (i) effect the treatment of Options and Restricted Stock Unit Awards pursuant to Sections 3.3(a) and 3.3(b) in accordance with the Company's Incentive Plan and the applicable award agreements, and (ii) terminate the Company's Incentive Plan and the shares reserved thereunder as of the Effective Time and to ensure no new awards are granted thereunder from and following the Effective Time.

Section 3.4. Withholding. Notwithstanding any other provision to this Agreement, Acquiror, the Company and the Exchange Agent, as applicable, shall be entitled to deduct and withhold from any amount payable pursuant to this Agreement any such Taxes as may be required to be deducted and withheld from such amounts under the Code or any other applicable Law (as reasonably determined by Acquiror, the Company, or the Exchange Agent, respectively). To the extent that any amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made and paid to the applicable Governmental Authority.

Section 3.5. Dissenting Shares. Notwithstanding any provision of this Agreement to the contrary, shares of Company Common Stock issued and outstanding immediately prior to the Effective Time and held by a holder who has not voted in favor of adoption of this Agreement or consented thereto in writing and who is entitled to demand and has properly exercised appraisal rights of such shares in accordance with Section 262 of the DGCL (such shares of Company Common Stock being referred to collectively as the "Dissenting Shares") until such time as such holder fails to perfect or otherwise waives, withdraws, or loses such holder's appraisal rights under the DGCL) shall not be converted into a right to receive a portion of the Aggregate Common Share Consideration, but instead shall be entitled to only such rights as are granted by Section 262 of the DGCL; provided, however, that if, after the Effective Time, such holder fails to perfect, waives, withdraws, or loses such holder's right to appraisal pursuant to Section 262 of the DGCL, or if a court of competent jurisdiction shall determine that such holder is not entitled to the relief provided by Section 262 of the DGCL, such shares of Company Common Stock shall be treated as if they had been converted as of the Effective Time into the right to receive a portion of the Aggregate Common Share Consideration in accordance with Section 3.1 without interest thereon, upon transfer of such shares. The Company shall provide Acquiror prompt written notice of any demands received by the Company for appraisal of shares of Company Common Stock, any waiver or withdrawal of any such demand, and any other demand, notice, or instrument delivered to the Company prior to the Effective Time that relates to such demand. Except with the prior written consent of (i) Acquiror (which shall not be unreasonably conditioned, withheld, delayed or denied), the Company shall not make any payment with respect to, or settle, any such demands, and (ii) the Company (which shall not be unreasonably conditioned, withheld, delayed or denied), Acquiror and Acquiror's Affiliates (including their respective officers, directors, employees or shareholders) shall not make any payment with respect to, or settle or compromise, any such demands.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the disclosure letter delivered to Acquiror and Merger Sub by the Company on the date of this Agreement (the "Company Disclosure Letter") (each section of which,

subject to Section 11.9, qualifies the correspondingly numbered and lettered representations in this Article IV), the Company represents and warrants to Acquiror and Merger Sub as follows:

Section 4.1. Company Organization. The Company has been duly formed or organized and is validly existing under the Laws of its jurisdiction of incorporation or organization, and has the requisite company or corporate power, as applicable, and authority to own, lease or operate all of its properties and assets and to conduct its business as it is now being conducted. The Governing Documents of the Company, as amended to the date of this Agreement and as previously made available by or on behalf of the Company to Acquiror, are true, correct and complete. The Company is duly licensed or qualified and in good standing as a foreign or extra-provincial corporation (or other entity, if applicable) in each jurisdiction in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified or in good standing, as applicable, except where the failure to be so licensed or qualified or in good standing would not be material to the business of the Company and its Subsidiaries, taken as a whole.

Section 4.2. Subsidiaries. A complete list of each Subsidiary of the Company and its jurisdiction of incorporation, formation or organization, as applicable, is set forth on Section 4.2 of the Company Disclosure Letter. The Subsidiaries of the Company have been duly formed or organized and are validly existing under the Laws of their jurisdiction of incorporation or organization and have the requisite power and authority to own, lease or operate all of their respective properties and assets and to conduct their respective businesses as they are now being conducted. True, correct and complete copies of the Governing Documents of the Company's Subsidiaries, in each case, as amended to the date of this Agreement, have been previously made available to Acquiror by or on behalf of the Company. Each Subsidiary of the Company is duly licensed or qualified and in good standing as a foreign or extra-provincial corporation (or other entity, if applicable) in each jurisdiction in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified or in good standing, as applicable, except where the failure to be so licensed or qualified or in good standing would not have, or would not reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect.

Section 4.3. Due Authorization.

(a) Other than the Company Stockholder Approvals, the Company has all requisite company or corporate power, as applicable, and authority to execute and deliver this Agreement and the other documents to which it is a party contemplated hereby and (subject to the approvals described in Section 4.5) to consummate the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder. The execution and delivery of this Agreement and the other documents to which the Company is a party contemplated hereby and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized and approved by the Board of Directors of the Company, and no other company or corporate proceeding other than the Company Stockholder Approvals on the part of the Company is necessary to authorize this Agreement and the other documents to which the Company is a party contemplated hereby. This Agreement has been, and on or prior to the Closing and upon execution by the Company, such other documents to which the Company is a party contemplated hereby will be, duly and validly executed and delivered by the Company and this Agreement constitutes, assuming the due authorization, execution and delivery by the other parties hereto, and

on or prior to the Closing, the other documents to which the Company is a party contemplated hereby will constitute, assuming the due authorization, execution and delivery by the other parties thereto, a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(b) On or prior to the date of this Agreement, the Board of Directors of the Company has duly adopted resolutions (i) determining that this Agreement, the Ancillary Agreements and the transactions contemplated thereby (including the Merger) are advisable and fair to, and in the best interests of, the Company and the Company's stockholders, (ii) approving this Agreement, the Ancillary Agreements and the transactions contemplated thereby (including the Merger) and (iii) approving the performance of this Agreement and the Ancillary Agreements by the Company. No other corporate action is required on the part of the Company or any of its stockholders to enter into this Agreement or the documents to which the Company is a party contemplated hereby or to approve the Merger other than the Company Stockholder Approvals.

Section 4.4. No Conflict. Subject to the receipt of the Governmental Approvals set forth in Section 4.5 and except as set forth on Section 4.4 of the Company Disclosure Letter, the execution and delivery by the Company of this Agreement and the documents to which the Company is a party contemplated hereby and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with any provision of, or result in the breach of, or default under the Governing Documents of the Company, (b) violate or conflict with any provision of, or result in the breach of, or default under any Law, Permit or Governmental Order applicable to the Company or any of the Company's Subsidiaries, (c) violate or conflict with any provision of, or result in the breach of, result in the loss of any right or benefit, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any Contract of the type described in Section 4.12(a) to which the Company or any of the Company's Subsidiaries is a party or by which the Company or any of the Company's Subsidiaries may be bound, or terminate or result in the termination of any such foregoing Contract or (d) result in the creation of any Lien (other than Permitted Liens) upon any of the properties or assets of the Company or any of the Company's Subsidiaries, except, in the case of clauses (b) through (d), to the extent that the occurrence of the foregoing would not (i) have, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of the Company to enter into and perform its obligations under this Agreement or (ii) be material to the business of the Company and its Subsidiaries, taken as a whole.

Section 4.5. Governmental Authorities; Approvals. Assuming the truth and completeness of the representations and warranties of Acquiror contained in this Agreement, no consent, waiver, approval or authorization of, or designation, declaration or filing with, or notification to, any Governmental Authority (each, a "Governmental Approval") is required on the part of the Company or its Subsidiaries, or on the part of Acquiror as a result of any Permit held (or required to be held) by the Company or its Subsidiaries, with respect to the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby, except for (i) applicable requirements of the HSR Act; (ii) the FINRA Approval; (iii) any Governmental Approvals required on the part of the Company or its Subsidiaries, the absence of which would

not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the ability of the Company to perform or comply with, on a timely basis, any material obligation of the Company under this Agreement or the Ancillary Agreements, to consummate the transactions contemplated hereby or thereby, or to conduct the business of the Company and its Subsidiaries as currently conducted in all material respects; and (iv) the filing of the Merger Certificate in accordance with the DGCL.

Section 4.6. Capitalization of the Company.

(a) As of the date of this Agreement, the authorized capital stock of the Company consists of 764,658,282 total shares, each with a par value of \$0.0000025 per share, comprised of: (i) 447,815,616 shares of Common Stock (the “Company Voting Common Stock”), of which 64,654,364 shares are issued and outstanding as of the date of this Agreement, (ii) 5,000,000 shares of Non-Voting Common Stock (the “Company Non-Voting Common Stock”), of which 1,380,852 shares are issued and outstanding as of the date of this Agreement, (iii) 307,342,666 shares of Preferred Stock (the “Company Non-Redeemable Preferred Stock”), of which (A) 19,687,500 shares have been designated Series A Preferred Stock, 19,687,500 of which are issued and outstanding as of the date of this Agreement, (B) 37,252,051 shares have been designated Series B Preferred Stock, 26,693,795 of which are issued and outstanding as of the date of this Agreement, (C) 2,209,991 shares have been designated Series C Preferred Stock, 2,038,643 of which are issued and outstanding as of the date of this Agreement, (D) 23,411,503 shares have been designated Series D Preferred Stock, 22,369,041 of which are issued and outstanding as of the date of this Agreement, (E) 24,483,290 shares have been designated Series E Preferred Stock, 24,262,476 of which are issued and outstanding as of the date of this Agreement, (F) 63,386,220 shares have been designated Series F Preferred Stock, 60,110,165 of which are issued and outstanding as of the date of this Agreement, (G) 29,096,495 shares have been designated Series G Preferred Stock, 29,096,489 of which are issued and outstanding as of the date of this Agreement, (H) 50,815,616 shares have been designated Series H Preferred Stock, 16,224,534 of which are issued and outstanding as of the date of this Agreement, and (I) 57,000,000 shares have been designated Series H-1 Preferred Stock, 52,743,298 of which are issued and outstanding as of the date of this Agreement, and (iv) 4,500,000 shares of Series 1 Redeemable Preferred Stock (the “Company Redeemable Preferred Stock”), of which 3,234,000 shares are issued and outstanding as of the date of this Agreement, and there are no other authorized equity interests of the Company that are issued and outstanding. As of the date of this Agreement, assuming the Company Non-Redeemable Preferred Stock Conversion were to occur on the date of this Agreement, the authorized capital stock of the Company would consist of (i) 447,815,616 shares of Common Voting Common Stock, of which 316,141,188 shares would be issued and outstanding as of the date of this Agreement, (ii) 5,000,000 shares of Company Non-Voting Common Stock, of which 3,419,495 shares would be issued and outstanding as of the date of this Agreement, (iii) 307,342,666 shares of Company Non-Redeemable Preferred Stock, of which no shares would be issued and outstanding as of the date of this Agreement, and (iv) 4,500,000 shares of Company Redeemable Preferred Stock, of which 3,234,000 shares would be issued and outstanding as of the date of this Agreement. All of the issued and outstanding shares of Company Capital Stock (i) have been duly authorized and validly issued and are fully paid and non-assessable; (ii) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (1) the Governing Documents of the Company and (2) any other applicable Contracts governing the issuance of such securities; (iii) are not subject to, nor

have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, the Governing Documents of the Company or any Contract to which the Company is a party or otherwise bound; and (iv) are free and clear of any Liens other than Permitted Liens.

(b) As of the date of this Agreement, (i) Options to purchase 17,145,821 Company Common Stock, (ii) Restricted Stock Unit Awards with respect to 26,144,691 shares of Company Common Stock and (iii) Series H Warrants to purchase 6,983,585 shares of Series H Preferred Stock are outstanding. The Company has provided to Acquiror, prior to the date of this Agreement, a true and complete list of each current or former employee, consultant or director of the Company or any of its Subsidiaries who, as of the date of this Agreement, holds a Company Award, including the type of Company Award, the number of shares of Company Common Stock subject thereto, vesting schedule and, if applicable, the exercise price thereof. All Options and Restricted Stock Unit Awards are evidenced by award agreements in substantially the forms previously made available to Acquiror, and no Option or Restricted Stock Unit Award is subject to terms that are materially different from those set forth in such forms. Each Option and each Restricted Stock Unit Award was validly issued and either properly approved by, or issued pursuant to an Option properly approved by, the Board of Directors of the Company (or appropriate committee thereof).

(c) Except as set forth on Section 4.6(c) of the Company Disclosure Letter, the Company has not granted any outstanding subscriptions, options, stock appreciation rights, warrants, rights or other securities (including debt securities) convertible into or exchangeable or exercisable for shares of Company Capital Stock, any other commitments, calls, conversion rights, rights of exchange or privilege (whether pre-emptive, contractual or by matter of Law), plans or other agreements of any character providing for the issuance of additional shares, the sale of treasury shares or other equity interests, or the obligation to repurchase or redeem shares or other equity interests of the Company or the value of which is determined by reference to shares or other equity interests of the Company, and there are no voting trusts, proxies or agreements of any kind which may obligate the Company to issue, purchase, register for sale, redeem or otherwise acquire any shares of Company Capital Stock.

Section 4.7. Capitalization of Subsidiaries.

(a) The outstanding shares of capital stock or equity interests of each of the Company's Subsidiaries (i) have been duly authorized and validly issued, are, to the extent applicable, fully paid and non-assessable; (ii) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (1) the Governing Documents of each such Subsidiary, and (2) any other applicable Contracts governing the issuance of such securities; (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, the Governing Documents of each such Subsidiary or any Contract to which each such Subsidiary is a party or otherwise bound; and (iv) are free and clear of any Liens other than Permitted Liens.

(b) The Company owns of record and beneficially all the issued and outstanding shares of capital stock or equity interests of such Subsidiaries free and clear of any Liens other than Permitted Liens.

(c) Except as set forth on Section 4.7(c) of the Company Disclosure Letter, there are no outstanding subscriptions, options, warrants, rights or other securities (including debt securities) exercisable or exchangeable for any capital stock of such Subsidiaries, any other commitments, calls, conversion rights, rights of exchange or privilege (whether pre-emptive, contractual or by matter of Law), plans or other agreements of any character providing for the issuance of additional shares, the sale of treasury shares or other equity interests, or for the repurchase or redemption of shares or other equity interests of such Subsidiaries or the value of which is determined by reference to shares or other equity interests of the Subsidiaries, and there are no voting trusts, proxies or agreements of any kind which may obligate any Subsidiary of the Company to issue, purchase, register for sale, redeem or otherwise acquire any of its capital stock.

Section 4.8. Financial Statements.

(a) Attached as Section 4.8(a) of the Company Disclosure Letter are:

(i) true and complete copies of the audited consolidated balance sheets and statements of operations and comprehensive loss, cash flows, and stockholders' equity of the Company and its Subsidiaries as of and for the years ended December 31, 2019 and December 31, 2018, together with the auditor's reports thereon (the "Audited Financial Statements"); and

(ii) true and complete copies of the unaudited condensed consolidated balance sheet and statements of operations and comprehensive loss, cash flows, and stockholders' equity of the Company and its Subsidiaries as of and for the nine-month period ended September 30, 2020 (the "Q3 Financial Statements") and, together with the Audited Financial Statements, the "Financial Statements").

(b) Except as set forth on Section 4.8(b) of the Company Disclosure Letter, the Audited Financial Statements, the Q3 Financial Statements and if applicable, when delivered pursuant to Section 6.3, the 2020 Audited Financial Statements, in each case, (i) fairly present in all material respects the consolidated financial position of the Company and its consolidated Subsidiaries, as at the respective dates thereof, and the consolidated results of their operations, their consolidated incomes, their consolidated changes in stockholders' equity (with respect to the Audited Financial Statements only) and their consolidated cash flows for the respective periods then ended (subject, in the case of the Q3 Financial Statements to normal year-end adjustments and the absence of footnotes), (ii) were prepared in conformity with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto and, in the case of the Q3 Financial Statements, the absence of footnotes or the inclusion of limited footnotes), (iii) were prepared from, and are in accordance in all material respects with, the books and records of the Company and its consolidated Subsidiaries and (iv) when delivered by the Company for inclusion in the Registration Statement for filing with the SEC following the date of this Agreement in accordance with Section 6.3, will comply in all material respects with the applicable

accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act applicable to a registrant, in effect as of the respective dates thereof.

(c) Neither the Company (including, to the knowledge of the Company, any employee thereof) nor any independent auditor of the Company has identified or been made aware of (i) any significant deficiency or material weakness in the system of internal accounting controls utilized by the Company, (ii) any fraud, whether or not material, that involves the Company's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by the Company or (iii) any written claim or allegation regarding any of the foregoing.

Section 4.9. Undisclosed Liabilities. Except as set forth on Section 4.9 of the Company Disclosure Letter, there is no other liability, debt or obligation of, or claim or judgment against, the Company or any of the Company's Subsidiaries (whether direct or indirect, absolute or contingent, accrued or unaccrued, known or unknown, liquidated or unliquidated, or due or to become due) required by GAAP to be included on a consolidated balance sheet of the Company and its Subsidiaries, except for liabilities, debts, obligations, claims or judgments (a) reflected or reserved for on the Financial Statements or disclosed in the notes thereto, (b) that have arisen since the date of the most recent balance sheet included in the Financial Statements in the ordinary course of business, consistent with past practice, of the Company and its Subsidiaries, (c) that will be discharged or paid off prior to or at the Closing or (d) that have arisen in connection with the authorization, negotiation, execution or performance of this Agreement or the transactions contemplated hereby, and will be disclosed or otherwise taken into account in the notice of Unpaid Transaction Expenses to be delivered to Acquiror by the Company pursuant to Section 2.4(c).

Section 4.10. Litigation and Proceedings. In each case except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole or except as set forth on Section 4.10 of the Company Disclosure Letter, as of the date hereof (a) there are no initiated, pending or, to the knowledge of the Company, threatened, Actions, or other proceedings at law or in equity (collectively, "Legal Proceedings"), against the Company or any of the Company's Subsidiaries or their respective properties or assets; (b) other than examinations conducted in the ordinary course of a Governmental Authority's generally applicable supervisory jurisdiction, no investigations or other inquiries have been initiated, are pending, or, to the knowledge of the Company, have been threatened against, the Company or any of the Company's Subsidiaries or their respective properties or assets by any Governmental Authority, including the Consumer Financial Protection Bureau, the Federal Trade Commission or any federal or state regulator of financial services; and (c) there is no outstanding Governmental Order imposed upon the Company or any of the Company's Subsidiaries, nor are any properties or assets of the Company or any of the Company's Subsidiaries' respective businesses bound or subject to, any Governmental Order.

Section 4.11. Legal Compliance.

(a) Each of the Company and its Subsidiaries is, and for the prior three (3) years has been, in compliance in all material respects with all applicable Laws, including Laws related to the prevention of money laundering, economic sanctions, privacy and protection of financial information, the provision of investment advice, acting as a broker or dealer of securities, activities in connection with cryptocurrency and digital assets, conflicts of interest, fair lending and

prohibitions on unlawful discrimination in the delivery of financial services, usury, licensing and registration of financial service providers, escheatment, prevention of fraud, prohibitions against unfair, deceptive or abusive acts or practices; and the Payment Card Industry Data Security Standards (PCI-DSS).

(b) The Company and its Subsidiaries maintain a program of policies, procedures, and internal controls reasonably designed and implemented to ensure compliance with applicable Law.

(c) For the past three (3) years, neither the Company nor any of its Subsidiaries has received any written notice of, or been charged with, the violation of any Laws, except where such violation has not been, and would not reasonably be expected to be, material to the business of the Company and its Subsidiaries, taken as a whole.

Section 4.12. Contracts; No Defaults.

(a) Section 4.12(a) of the Company Disclosure Letter contains a listing of all Contracts described in clauses (i) through (xiv) below to which, as of the date of this Agreement, the Company or any of the Company's Subsidiaries is a party or by which they are bound, other than a Company Benefit Plan. True, correct and complete copies of the Contracts listed on Section 4.12(a) of the Company Disclosure Letter have previously been delivered to or made available to Acquiror or its agents or representatives, together with all amendments thereto.

(i) Any Contract with any of the Top Vendors (other than purchase orders, invoices, or statements of work entered into or used in the ordinary course of business consistent with past practice);

(ii) Each note, debenture, other evidence of Indebtedness, guarantee, loan, credit or financing agreement or instrument or other Contract for money borrowed by the Company or any of the Company's Subsidiaries, including any agreement or commitment for future loans, credit or financing, in each case, in excess of \$2,500,000;

(iii) Each Contract for the acquisition of any Person or any business unit thereof or the disposition (other than via ordinary course securitizations or participations therein or similar transactions) of any material assets of the Company or any of its Subsidiaries in the last two (2) years, in each case, involving payments in excess of \$2,500,000 other than Contracts (A) in which the applicable acquisition or disposition has been consummated and there are no material obligations ongoing, or (B) between the Company and its wholly owned Subsidiaries;

(iv) Each lease, rental or occupancy agreement, license, installment and conditional sale agreement, and other Contract that provides for the ownership of, leasing of, title to, use of, or any leasehold or other interest in any real or personal property and involves aggregate payments in excess of \$2,500,000 in any calendar year;

(v) Each Contract involving the formation of a (A) joint venture, (B) partnership, or (C) limited liability company (excluding, in the case of clauses (B) and (C), any wholly owned Subsidiary of the Company);

(vi) Contracts (other than employment agreements or offer letters, employee confidentiality and invention assignment agreements, equity or incentive equity documents and Governing Documents) between the Company and its Subsidiaries, on the one hand, and Affiliates of the Company or any of the Company's Subsidiaries (other than the Company or any of the Company's Subsidiaries), the officers and managers (or equivalents) of the Company or any of the Company's Subsidiaries, the members or stockholders of the Company or any of the Company's Subsidiaries, any employee of the Company or any of the Company's Subsidiaries or a member of the immediate family of the foregoing Persons, on the other hand (collectively, "Affiliate Agreements");

(vii) Contracts with any employee or consultant of the Company or any of the Company's Subsidiaries that provide for change in control, retention or similar payments or benefits contingent upon, accelerated by or triggered by the consummation of the transactions contemplated hereby;

(viii) Contracts, other than non-disclosure agreements, containing covenants of the Company or any of the Company's Subsidiaries (A) prohibiting or limiting the right of the Company or any of the Company's Subsidiaries to engage in or compete with any Person in any line of business in any material respect or (B) prohibiting or restricting the Company's and the Company's Subsidiaries' ability to conduct their business with any Person in any geographic area in any material respect;

(ix) Any collective bargaining (or similar) agreement or Contract between the Company or any of the Company's Subsidiaries, on one hand, and any labor union or other body representing employees of the Company or any of the Company's Subsidiaries, on the other hand;

(x) Each Contract, including license agreements, coexistence agreements, and agreements with covenants not to sue (but not including non-disclosure agreements, contractor services agreements, consulting services agreements, and incidental trademark licenses incident to lead-generation, marketing, printing or advertising Contracts, in each case entered into in the ordinary course of business consistent with past practice) pursuant to which the Company or any of the Company's Subsidiaries (i) grants to a third Person the right to use material Intellectual Property of the Company and its Subsidiaries or (ii) is granted by a third Person the right to use Intellectual Property that is material to the business of the Company and its Subsidiaries (other than Contracts granting nonexclusive rights to use commercially available off-the-shelf software and Open Source Licenses);

(xi) Each Contract requiring capital expenditures by the Company or any of the Company's Subsidiaries after the date of this Agreement in an amount in excess of \$2,500,000 in any calendar year;

(xii) Any Contract that grants to any third Person (A) any "most favored nation rights" or (B) price guarantees for a period greater than one year from the date of this Agreement and requires aggregate future payments to the Company and its Subsidiaries in excess of \$2,500,000 in any calendar year;

(xiii) Contracts granting to any Person (other than the Company or its Subsidiaries) a right of first refusal, first offer or similar preferential right to purchase or acquire equity interests in the Company or any of the Company's Subsidiaries; and

(xiv) Any outstanding written commitment to enter into any Contract of the type described in subsections (i) through (xiii) of this Section 4.12(a).

(b) Except for any Contract that will terminate upon the expiration of the stated term thereof prior to the Closing Date, all of the Contracts listed pursuant to Section 4.12(a) in the Company Disclosure Letter are (i) in full force and effect and (ii) represent the legal, valid and binding obligations of the Company or the Subsidiary of the Company party thereto and, to the knowledge of the Company, represent the legal, valid and binding obligations of the counterparties thereto. Except, in each case, where the occurrence of such breach or default or failure to perform would not be material to the Company and its Subsidiaries, taken as a whole, (x) the Company and its Subsidiaries have performed in all respects all respective obligations required to be performed by them to date under such Contracts listed pursuant to Section 4.12(a) and neither the Company, the Company's Subsidiaries, nor, to the knowledge of the Company, any other party thereto is in breach of or default under any such Contract, (y) during the last twelve (12) months, neither the Company nor any of its Subsidiaries has received any written claim or written notice of termination or breach of or default under any such Contract (which claim or notice has not been rescinded), and (z) to the knowledge of the Company, no event has occurred which individually or together with other events, would reasonably be expected to result in a breach of or a default under any such Contract by the Company or its Subsidiaries or, to the knowledge of the Company, any other party thereto (in each case, with or without notice or lapse of time or both).

Section 4.13. Company Benefit Plans.

(a) Section 4.13(a) of the Company Disclosure Letter sets forth a complete list, as of the date hereof, of each material "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") and any other plan, policy, program or agreement (including any employment, bonus, incentive or deferred compensation, equity or equity-based compensation, severance, retention, supplemental retirement, change in control or similar plan, policy, program or agreement) providing compensation or other benefits to any current or former director, officer, individual consultant, worker or employee, which are maintained, sponsored or contributed to by the Company or any of the Company's Subsidiaries, or to which the Company or any of the Company's Subsidiaries is a

party or has or may have any liability, and in each case whether or not (i) subject to the Laws of the United States, (ii) in writing or (iii) funded, but excluding in each case any statutory plan, program or arrangement that is required under applicable law and maintained by any Governmental Authority (each, without regard to materiality, a “Company Benefit Plan”). The Company has made available to Acquiror, to the extent applicable, true, complete and correct copies of (A) each Company Benefit Plan (or, if not written a written summary of its material terms), including all plan documents, trust agreements, insurance Contracts or other funding vehicles and all amendments thereto, (B) the most recent summary plan descriptions, including any summary of material modifications (C) the most recent annual report (Form 5500 series) filed with the IRS with respect to such Company Benefit Plan, (D) the most recent actuarial report or other financial statement relating to such Company Benefit Plan, and (E) the most recent determination or opinion letter, if any, issued by the IRS with respect to any Company Benefit Plan and any pending request for such a determination letter.

(b) Except as set forth on Section 4.13(b) of the Company Disclosure Letter, (i) each Company Benefit Plan has been operated and administered in compliance with its terms and all applicable Laws, including ERISA and the Code, except where the failure to comply would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole; (ii) in all material respects, all contributions required to be made with respect to any Company Benefit Plan on or before the date hereof have been made and all obligations in respect of each Company Benefit Plan as of the date hereof have been accrued and reflected in the Company’s financial statements to the extent required by GAAP; (iii) each Company Benefit Plan which is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS as to its qualification or may rely upon an opinion letter for a prototype plan and, to the knowledge of the Company, no fact or event has occurred that would reasonably be expected to adversely affect the qualified status of any such Company Benefit Plan; (iv) to the knowledge of the Company, there has not been any “prohibited transaction” (as such term is defined in Section 406 of ERISA or Section 4975 of the Code, other than a transaction that is exempt under a statutory or administrative exemption) with respect to any Company Benefit Plan; and (v) neither the Company nor, to the knowledge of the Company, any other “fiduciary” (as defined in Section 3(21) of ERISA) has any liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the assets of any Company Benefit Plan, except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(c) No Company Benefit Plan is a multiemployer pension plan (as defined in Section 3(37) of ERISA) (a “Multiemployer Plan”) or other pension plan that is subject to Title IV of ERISA (“Title IV Plan”) and neither the Company nor any of its ERISA Affiliates has sponsored or contributed to, been required to contribute to, or had any actual or contingent liability under, a Multiemployer Plan or Title IV Plan at any time within the previous six (6) years. Neither the Company nor any of its ERISA Affiliates has incurred any withdrawal liability under Section 4201 of ERISA that has not been fully satisfied.

(d) With respect to each Company Benefit Plan, no material actions, suits or claims (other than routine claims for benefits in the ordinary course) are pending or, to the knowledge of the Company, threatened, and to the knowledge of the Company, no facts or

circumstances exist that would reasonably be expected to give rise to any such actions, suits or claims.

(e) No Company Benefit Plan provides medical, surgical, hospitalization, death or similar benefits (whether or not insured) for employees or former employees of the Company or any Subsidiary for periods extending beyond their retirement or other termination of service, other than (i) coverage mandated by applicable Law, (ii) death benefits under any “pension plan,” or (iii) benefits the full cost of which is borne by the current or former employee (or his or her beneficiary).

(f) Except as set forth on Section 4.13(f) of the Company Disclosure Letter, the consummation of the transactions contemplated hereby will not, either alone or in combination with another event (such as termination following the consummation of the transactions contemplated hereby), (i) entitle any current or former employee, officer or other service provider of the Company or any Subsidiary of the Company to any severance pay or any other compensation or benefits payable or to be provided by the Company or any Subsidiary of the Company, except as expressly provided in this Agreement, or (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation or benefits (including Company Awards) due any such employee, officer or other individual service provider by the Company or a Subsidiary of the Company. The consummation of the transactions contemplated hereby will not, either alone or in combination with another event, result in any “excess parachute payment” under Section 280G of the Code to any current or former employee, officer or other individual service provider of the Company or a Subsidiary of the Company. No Company Benefit Plan provides for a Tax gross-up, make whole or similar payment with respect to the Taxes imposed under Sections 409A or 4999 of the Code.

(g) All Options have been granted in accordance with the terms of the Company Incentive Plan. Each Option has been granted with an exercise price that is no less than the fair market value of the underlying Company Common Stock on the date of grant, as determined in accordance with Section 409A of the Code or Section 422 of the Code, if applicable. Each Option is intended to either qualify as an “incentive stock option” under Section 422 of the Code or to be exempt under Section 409A of the Code. The Company has made available to Acquiror, accurate and complete copies of (i) the Company Incentive Plan, (ii) the forms of standard award agreement under the Company Incentive Plan, (iii) copies of any award agreements that materially deviate from such forms and (iv) a list of all outstanding equity and equity based awards granted under any Company Incentive Plan, together with the material terms thereof (including but not limited to grant date, exercise price, vesting terms, form of award, expiration date, and number of shares underlying such award). The treatment of Options under this Agreement does not violate the terms of the Company Incentive Plan or any Contract governing the terms of such awards.

(h) With respect to each Company Benefit Plan subject to the Laws of any jurisdiction outside the United States, except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole, (i) all employer contributions to each such Company Benefit Plan required by Law or by the terms of such Company Benefit Plan have been made, (ii) each such Company Benefit Plan required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities and, to the knowledge of the Company, no event has occurred since the date of the most recent approval or application

therefor relating to any such Company Benefit Plan that would reasonably be expected to adversely affect any such approval or good standing, and (iii) each such Company Benefit Plan required to be fully funded or fully insured, is fully funded or fully insured, including any back-service obligations, on an ongoing and termination or solvency basis (determined using reasonable actuarial assumptions) in compliance with applicable Laws. Each Company Benefit Plan subject to the Laws of any jurisdiction outside the United States which provides retirement benefits is a defined contribution plan.

Section 4.14. Labor Relations; Employees.

(a) Except as set forth on Section 4.14(a) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries is a party to or bound by any collective bargaining agreement, or any similar agreement, no such agreement is being negotiated by the Company or any of the Company's Subsidiaries, and no labor union or any other employee representative body, to the knowledge of the Company, has requested or has sought to represent any of the employees of the Company or its Subsidiaries. To the knowledge of the Company, there have been no labor organization activity involving any employees of the Company or any of its Subsidiaries. In the past three (3) years, there has been no actual or, to the knowledge of the Company, threatened strike, slowdown, work stoppage, lockout or other material labor dispute against or affecting the Company or any Subsidiary of the Company.

(b) Each of the Company and its Subsidiaries are, and have been for the past three (3) years, in compliance with all applicable Laws respecting labor and employment including, but not limited to, all Laws respecting terms and conditions of employment, health and safety, wages and hours, holiday pay and the calculation of holiday pay, working time, employee classification (with respect to both exempt vs. non-exempt status and employee vs. independent contractor and worker status), child labor, immigration, employment discrimination, disability rights or benefits, equal opportunity and equal pay, plant closures and layoffs, affirmative action, workers' compensation, labor relations, employee leave issues and unemployment insurance, except where the failure to comply would not reasonably be expected to be, individually or in the aggregate, material to the business of the Company and its Subsidiaries.

(c) In the past three (3) years, the Company and its Subsidiaries have not received (i) notice of any unfair labor practice charge or material complaint before the National Labor Relations Board or any other Governmental Authority against them, (ii) notice of any complaints, grievances or arbitrations arising out of any collective bargaining agreement, (iii) notice of any material charge or complaint with respect to or relating to them before the Equal Employment Opportunity Commission or any other Governmental Authority responsible for the prevention of unlawful employment practices, (iv) notice of the intent of any Governmental Authority responsible for the enforcement of labor, employment, wages and hours of work, child labor, immigration, or occupational safety and health Laws to conduct an investigation with respect to or relating to them or notice that such investigation is in progress, or (v) notice of any material complaint, lawsuit or other proceeding in any forum by or on behalf of any present or former employee of such entities, any applicant for employment or classes of the foregoing alleging breach of any express or implied Contract of employment, any applicable Law governing employment or the termination thereof or other discriminatory, wrongful or tortious conduct in

connection with the employment relationship, and with respect to each of (i) through (v) herein, no such matters are pending or, to the knowledge of the Company, threatened.

(d) To the knowledge of the Company, no present or former employee, worker or independent contractor of the Company or any of the Company's Subsidiaries' is in violation of (i) any material restrictive covenant, nondisclosure obligation or fiduciary duty to the Company or any of the Company's Subsidiaries or (ii) any material restrictive covenant or nondisclosure obligation to a former employer or engager of any such individual relating to (A) the right of any such individual to work for or provide services to the Company or any of the Company's Subsidiaries' or (B) the knowledge or use of trade secrets or proprietary information.

(e) In the past three (3) years, neither the Company nor any of the Company's Subsidiaries has entered into a settlement agreement with a current or former officer, employee or independent contractor of the Company or any of the Company's Subsidiaries that involves allegations relating to sexual harassment, sexual misconduct or discrimination by either (i) an officer of the Company or any of the Company's Subsidiaries or (ii) an employee of the Company or any of the Company's Subsidiaries at the level of Vice President or above. To the knowledge of the Company, in the last three (3) years, no allegations of sexual harassment, sexual misconduct or discrimination have been made against (i) an officer of the Company or any of the Company's Subsidiaries or (ii) an employee of the Company or any of the Company's Subsidiaries at the level of Vice President or above.

(f) In the past three (3) years, neither the Company nor any of the Company's Subsidiaries has mis-classified its current or former independent contractors as such or its current or former employees as exempt or nonexempt from wage and hour Laws, except as would not reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

Section 4.15. Taxes.

(a) All material Tax Returns required to be filed by or with respect to the Company or any of its Subsidiaries have been timely filed (taking into account any applicable extensions), all such Tax Returns (taking into account all amendments thereto) are true, correct and complete in all material respects and all material Taxes due and payable (whether or not shown on any Tax Return) have been paid, other than Taxes being contested in good faith and for which adequate reserves have been established in accordance with GAAP.

(b) The Company and each of its Subsidiaries have withheld from amounts owing to any employee, creditor or other Person all material Taxes required by Law to be withheld, paid over to the proper Governmental Authority in a timely manner all such withheld amounts required to have been so paid over and complied in all material respects with all applicable withholding and related reporting requirements with respect to such Taxes.

(c) There are no Liens for any material amount of Taxes (other than Permitted Liens) upon the property or assets of the Company or any of its Subsidiaries.

(d) No claim, assessment, deficiency or proposed adjustment for any material amount of Tax has been asserted or assessed by any Governmental Authority against the Company

or any of its Subsidiaries that remains unpaid except for deficiencies being contested in good faith or for which adequate reserves have been established in accordance with GAAP.

(e) There are no material Tax audits or other examinations of the Company or any of its Subsidiaries presently in progress, nor has the Company or any of its Subsidiaries been notified in writing of (nor to the knowledge of the Company has there been) any request or threat for such an audit or other examination, and there are no waivers, extensions or requests for any waivers or extensions of any statute of limitations currently in effect with respect to any material Taxes of the Company or any of its Subsidiaries.

(f) Neither the Company nor any of its Subsidiaries has made a request for an advance tax ruling, request for technical advice, a request for a change of any method of accounting or any similar request that is in progress or pending with any Governmental Authority with respect to any Taxes.

(g) Neither the Company nor any of its Subsidiaries is a party to any Tax indemnification or Tax sharing agreement (other than any such agreement solely between the Company and its existing Subsidiaries and customary commercial Contracts (or Contracts entered into in the ordinary course of business) not primarily related to Taxes).

(h) Neither the Company nor any of its Subsidiaries has been a party to any transaction treated by the parties as a distribution of stock qualifying for Tax-free treatment under Section 355 of the Code in the two (2) years prior to the date of this Agreement.

(i) Neither the Company nor any of its Subsidiaries (i) is liable for Taxes of any other Person (other than the Company and its Subsidiaries) under Treasury Regulation Section 1.1502-6 or any similar provision of state, local or foreign Tax Law or as a transferee or successor or by Contract (other than customary commercial Contracts (or Contracts entered into in the ordinary course of business) not primarily related to Taxes) or (ii) has ever been a member of an affiliated, consolidated, combined or unitary group filing for U.S. federal, state or local income Tax purposes, other than a group the common parent of which was or is the Company or any of its Subsidiaries.

(j) No written claim has been made by any Governmental Authority within the last thirty-six (36) months where the Company or any of its Subsidiaries does not file Tax Returns that it is or may be subject to taxation in that jurisdiction.

(k) Neither the Company nor any of its Subsidiaries has, or has ever had, a permanent establishment in any country other than the country of its organization, or is, or has ever been, subject to income Tax in a jurisdiction outside the country of its organization.

(l) Neither the Company nor any of its Subsidiaries has participated in a “listed transaction” within the meaning of Section 6707A(c)(2) of the Code.

(m) The Company has not been, is not, and immediately prior to the Effective Time will not be, treated as an “investment company” within the meaning of Section 368(a)(2)(F) of the Code.

(n) The Company has not taken any action, nor to the knowledge of the Company or any of its Subsidiaries are there any facts or circumstances, that could reasonably be expected to prevent the Merger from qualifying as a “reorganization” within the meaning of Section 368(a) of the Code and the Treasury Regulations.

Section 4.16. Brokers’ Fees. Except as set forth on Section 4.16 of the Company Disclosure Letter, no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders’ fee or other commission in connection with the transactions contemplated hereby based upon arrangements made by the Company, any of the Company’s Subsidiaries or any of their Affiliates for which Acquiror, the Company or any of the Company’s Subsidiaries has any obligation.

Section 4.17. Insurance. The Company and its Subsidiaries are insured with reputable insurers against such risks and in such amounts as the management of the Company reasonably has determined to be prudent and consistent with industry practice, and all of the Company’s material insurance policies are in full force and effect, all premiums due thereunder have been paid, and no notice of cancellation or termination has been received by the Company or any of the Company’s Subsidiaries with respect to any such policy. Except as disclosed on Section 4.17 of the Company Disclosure Letter, no insurer has denied or disputed coverage of any material claim under any of the Company’s insurance policy during the last twelve (12) months.

Section 4.18. Permits.

(a) The Company and its Subsidiaries have obtained, and maintain, all Permits required to permit the Company and its Subsidiaries to own, operate, use and maintain their assets in the manner in which they are now operated and maintained and to conduct the business of the Company and its Subsidiaries as currently conducted in all material respects. Each material Permit held by the Company or any of the Company’s Subsidiaries is valid, binding and in full force and effect. Neither the Company nor any of its Subsidiaries (a) is in default or violation (and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation) in any material respect of any term, condition or provision of any material Permit to which it is a party, (b) is or has been the subject of any pending or threatened Action by a Governmental Authority seeking the revocation, suspension, termination, modification, or impairment of any Permit; or (c) has received any written notice that any Governmental Authority that has issued any Permit intends to cancel, terminate, or not renew any such Permit, except to the extent such Permit may be amended, replaced, or reissued as a result of and as necessary to reflect the transactions contemplated hereby.

(b) Section 4.18(b) of the Company Disclosure Letter sets forth a true, correct and complete list of material Permits held by the Company or its Subsidiaries.

Section 4.19. Equipment and Other Tangible Property. The Company or one of its Subsidiaries owns and has good title to, and has the legal and beneficial ownership of or a valid leasehold interest in or right to use by license or otherwise, all material machinery, equipment and other tangible property reflected on the books of the Company and its Subsidiaries as owned by the Company or one of its Subsidiaries, free and clear of all Liens other than Permitted Liens. All material personal property and leased personal property assets of the Company and its Subsidiaries

are structurally sound and in good operating condition and repair (ordinary wear and tear expected) and are suitable for their present use.

Section 4.20. Real Property.

(a) Section 4.20 of the Company Disclosure Letter sets forth a true, correct and complete list as of the date of this Agreement of all Leased Real Property and all Real Property Leases (as hereinafter defined) pertaining to such Leased Real Property. With respect to each parcel of Leased Real Property:

(i) The Company or one of its Subsidiaries holds a good and valid leasehold estate in, and enjoys peaceful and undisturbed possession of, such Leased Real Property, free and clear of all Liens, except for Permitted Liens.

(ii) The Company's and its Subsidiaries', as applicable, possession and quiet enjoyment of the Leased Real Property under such Real Property Leases has not been materially disturbed.

(iii) The Company and its Subsidiaries have delivered to Acquiror true, correct and complete copies of all leases, lease guaranties, subleases, agreements for the leasing, use or occupancy of, or otherwise granting a right in the Leased Real Property by or to the Company and its Subsidiaries, including all amendments, terminations and modifications thereof (collectively, the "Real Property Leases"), and none of such Real Property Leases have been modified in any respect following the date of this Agreement, except in accordance with this Agreement and to the extent that such modifications have been disclosed by the copies delivered to Acquiror.

(iv) The Company and its Subsidiaries are in material compliance with all Liens, encumbrances, easements, restrictions, and other matters of record affecting the Leased Real Property, and neither the Company nor any of the Company's Subsidiaries has received any written notice alleging any default or breach under any of such Liens, encumbrances, easements, restrictions, or other matters and, to the knowledge of the Company, no default or breach, nor any event that with notice or the passage of time would result in a default or breach, by any other contracting parties has occurred thereunder. To the knowledge of the Company, there are no material disputes with respect to such Real Property Leases.

(v) As of the date of this Agreement, no party, other than the Company or its Subsidiaries, has any right to use or occupy the Leased Real Property or any portion thereof.

(vi) Neither the Company nor any of its Subsidiaries have received written notice of any current condemnation proceeding or proposed similar Action or agreement for taking in lieu of condemnation with respect to any portion of the Leased Real Property.

(b) None of the Company or any of its Subsidiaries owns any land (“Owned Land”).

Section 4.21. Intellectual Property.

(a) Section 4.21(a) of the Company Disclosure Letter lists each item of Intellectual Property that is registered and applied-for with a Governmental Authority and is owned by the Company or any of the Company’s Subsidiaries as of the date of this Agreement, whether applied for or registered in the United States or internationally as of the date of this Agreement (“Company Registered Intellectual Property”). The Company or one of the Company’s Subsidiaries is the sole and exclusive beneficial and record owner of all of the items of Company Registered Intellectual Property, and, to the knowledge of the Company, all such Company Registered Intellectual Property is subsisting and, excluding any pending applications included in the Company Registered Intellectual Property, is valid and enforceable.

(b) Except as would not be expected to be material to the Company and its Subsidiaries, taken as a whole, the Company or one of its Subsidiaries owns, free and clear of all Liens (other than Permitted Liens), or has a valid right to use, all Intellectual Property reasonably necessary for the continued conduct of the business of the Company and its Subsidiaries in substantially the same manner as such business has been operated during the twelve (12) months prior to the Closing Date.

(c) The Company and its Subsidiaries have not within the three (3) years preceding the date of this Agreement infringed upon, misappropriated or otherwise violated and are not infringing upon, misappropriating or otherwise violating any Intellectual Property of any third Person, and there is no Action pending to which the Company or any of the Company’s Subsidiaries is a named party, or to the knowledge of the Company, that is threatened in writing, alleging the Company’s or its Subsidiaries’ infringement, misappropriation or other violation of any Intellectual Property of any third Person.

(d) Except as set forth on Section 4.21(d) of the Company Disclosure Letter, to the knowledge of the Company as of the date of this Agreement (i) no Person is infringing upon, misappropriating or otherwise violating any material Intellectual Property of the Company or any of the Company’s Subsidiaries in any material respect, and (ii) the Company and its Subsidiaries have not sent to any Person within the three (3) years preceding the date of this Agreement any written notice, charge, complaint, claim or other written assertion against any third Person claiming infringement or violation by or misappropriation of any Intellectual Property of the Company or any of the Company’s Subsidiaries.

(e) The Company and its Subsidiaries take commercially reasonable measures to protect the confidentiality of trade secrets included in their Intellectual Property that are material to the business of the Company and its Subsidiaries. To the knowledge of the Company, in the three (3) years prior to the date of this Agreement, there has not been any material unauthorized disclosure of or unauthorized access to any trade secrets of the Company or any of the Company’s Subsidiaries to or by any Person in a manner that has resulted or may result in the misappropriation of, or loss of trade secret or other rights in and to such information.

(f) With respect to the software used or held for use in the business of the Company and its Subsidiaries, to the knowledge of the Company, no such software contains any undisclosed or hidden device or feature designed to disrupt, disable, or otherwise impair the functioning of any software or any “back door,” “time bomb,” “Trojan horse,” “worm,” “drop dead device,” or other malicious code or routines that permit unauthorized access or the unauthorized disablement or erasure of such or other software or information or data (or any parts thereof) of the Company or its Subsidiaries or customers of the Company and its Subsidiaries.

(g) The Company’s and its Subsidiaries’ use and distribution of (i) software developed by the Company or any Subsidiary, and (ii) Open Source Materials, is in material compliance with all Open Source Licenses applicable thereto. None of the Company or any Subsidiary of the Company has used any Open Source Materials in a manner that requires any software or Intellectual Property owned by the Company or any of the Company’s Subsidiaries, to be subject to Copyleft Licenses.

Section 4.22. Privacy and Cybersecurity.

(a) The Company and its Subsidiaries maintain and are in compliance with, and during the three (3) years preceding the date of this Agreement have maintained and been in compliance with, (i) all applicable Laws relating to the privacy and/or security of personal information, (ii) the Company’s and its Subsidiaries’ posted or publicly facing policies, and (iii) the Company’s and its Subsidiaries’ contractual obligations concerning cybersecurity, personal information and data privacy and security and the security of the Company’s and each of its Subsidiaries’ information technology systems (collectively, (i)-(iii), “Personal Information Laws and Policies”), in each case of (i)-(iii) above, other than any non-compliance that, individually or in the aggregate, has not been and would not reasonably be expected to be material to the Company and its Subsidiaries. There are no Actions by any Person (including any Governmental Authority) pending to which the Company or any of the Company’s Subsidiaries is a named party or, to the knowledge of the Company, threatened in writing against the Company or its Subsidiaries alleging a violation of any Personal Information Laws and Policies. During the three (3) years preceding the date of this Agreement, neither the Company nor any Subsidiary of the Company has received any written notice from any Person (including any Governmental Authority) relating to an alleged violation of Personal Information Laws and Policies.

(b) During the three (3) years preceding the date of this Agreement (i) there have been no material breaches of the security of the information technology systems of the Company and its Subsidiaries, and (ii) there have been no disruptions in any information technology systems that materially adversely affected the Company’s and its Subsidiaries’ business or operations. The Company and its Subsidiaries take commercially reasonable and legally compliant measures designed to protect confidential, sensitive or personally identifiable information in its possession or control against unauthorized access, use, modification, disclosure or other misuse, including through administrative, technical and physical safeguards. To the knowledge of the Company, in the three (3) years preceding the date of this Agreement, neither the Company nor any Subsidiary of the Company has (A) experienced any incident in which such information was stolen or improperly accessed, including in connection with a breach of security, or (B) received any written notice or complaint from any Person (including any Governmental Authority) with respect to any of the foregoing, nor has any such notice or complaint, to the

knowledge of the Company, been threatened against the Company or any of the Company's Subsidiaries.

Section 4.23. Environmental Matters.

(a) The Company and its Subsidiaries are and, except for matters which have been fully resolved, have been in material compliance with all Environmental Laws.

(b) There has been no material release of any Hazardous Materials by the Company or its Subsidiaries (i) at, in, on or under any Leased Real Property or in connection with the Company's and its Subsidiaries' operations off-site of the Leased Real Property or (ii) to the knowledge of the Company, at, in, on or under any formerly owned or Leased Real Property during the time that the Company owned or leased such property or at any other location where Hazardous Materials generated by the Company or any of the Company's Subsidiaries have been transported to, sent, placed or disposed of.

(c) Neither the Company nor its Subsidiaries are subject to any current Governmental Order relating to any material non-compliance with Environmental Laws by the Company or its Subsidiaries or the investigation, sampling, monitoring, treatment, remediation, removal or cleanup of Hazardous Materials.

(d) No material Legal Proceeding is pending or, to the knowledge of the Company, threatened with respect to the Company's and its Subsidiaries' compliance with or liability under Environmental Laws, and, to the knowledge of the Company, there are no facts or circumstances which could reasonably be expected to form the basis of such a Legal Proceeding.

(e) The Company has made available to Acquiror all material environmental reports, assessments, audits and inspections and any material communications or notices from or to any Governmental Authority concerning any material non-compliance of the Company or any of the Company's Subsidiaries with, or liability of the Company or any of the Company's Subsidiaries under, Environmental Law.

Section 4.24. Absence of Changes. From the date of the most recent balance sheet included in the Financial Statements to the date of this Agreement, there has not been any Company Material Adverse Effect.

Section 4.25. Anti-Corruption Compliance.

(a) For the past three (3) years, neither the Company nor any of its Subsidiaries, nor, to the knowledge of the Company, any director, officer, employee or agent acting on behalf of the Company or any of the Company's Subsidiaries, has offered or given anything of value to: (i) any official or employee of a Governmental Authority, any political party or official thereof, or any candidate for political office or (ii) any other Person, in any such case while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official or employee of a Governmental Authority or candidate for political office, in each case in violation of the Anti-Bribery Laws.

(b) To the knowledge of the Company, as of the date hereof, there are no current or pending internal investigations, third party investigations (including by any Governmental Authority), or internal or external audits that address any material allegations or information concerning possible material violations of the Anti-Bribery Laws related to the Company or any of the Company's Subsidiaries.

Section 4.26. Anti-Money Laundering, Sanctions and International Trade Compliance.

(a) The Company and its Subsidiaries (i) are, and have been for the past five (5) years, in compliance in all material respects with all Anti-Money Laundering Laws, International Trade Laws and Sanctions Laws, and (ii) have obtained all required licenses, consents, notices, waivers, approvals, orders, registrations, declarations, or other authorizations from, and have made any material filings with, any applicable Governmental Authority for the import, export, re-export, deemed export, deemed re-export, or transfer required under the International Trade Laws and Sanctions Laws (the "Export Approvals"). There are no pending or, to the knowledge of the Company, threatened, claims, complaints, charges, investigations, voluntary disclosures or Legal Proceedings against the Company or any of the Company's Subsidiaries related to any Anti-Money Laundering Laws, International Trade Laws or Sanctions Laws or any Export Approvals.

(b) Neither the Company nor any of its Subsidiaries nor any of their respective directors or officers, or to the knowledge of the Company, employees or any of the Company's or its Subsidiaries' respective agents, representatives or other Persons acting on behalf of the Company or any of the Company's Subsidiaries, (i) is, or has during the past five (5) years, been a Sanctioned Person or (ii) has transacted business directly or indirectly with any Sanctioned Person or in any Sanctioned Country.

Section 4.27. Information Supplied. None of the information supplied or to be supplied by the Company or any of the Company's Subsidiaries specifically in writing for inclusion in the Registration Statement will, at the date on which the Proxy Statement/Registration Statement is first mailed to the Acquiror Shareholders or at the time of the Acquiror Shareholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

Section 4.28. Vendors.

(a) Section 4.28(a) of the Company Disclosure Letter sets forth, as of the date of this Agreement, the top twenty (20) vendors based on the aggregate Dollar value of the Company's and its Subsidiaries' transaction volume with such counterparty during the trailing twelve months for the period ending December 31, 2020 (the "Top Vendors").

(b) Except as set forth on Section 4.28(b) of the Company Disclosure Letter, none of the Top Vendors has, as of the date of this Agreement, informed in writing any of the Company or any of the Company's Subsidiaries that it will, or, to the knowledge of the Company, has threatened to, terminate, cancel, or materially limit or materially and adversely modify any of its existing business with the Company or any of the Company's Subsidiaries (other than due to

the expiration of an existing contractual arrangement), and to the knowledge of the Company, none of the Top Vendors is, as of the date of this Agreement, otherwise involved in or threatening a material dispute against the Company or its Subsidiaries or their respective businesses.

Section 4.29. Government Contracts. The Company is not party to: (i) any Contract, including an individual task order, delivery order, purchase order, basic ordering agreement, letter Contract or blanket purchase agreement between the Company or any of its Subsidiaries, on one hand, and any Governmental Authority, on the other hand, or (ii) any subcontract or other Contract by which the Company or one of its Subsidiaries has agreed to provide goods or services through a prime contractor directly to a Governmental Authority that is expressly identified in such subcontract or other Contract as the ultimate consumer of such goods or services. Neither the Company nor any of its Subsidiaries have provided any offer, bid, quotation or proposal to sell products made or services provided by the Company or any of its Subsidiaries that, if accepted or awarded, would lead to any Contract or subcontract of the type described by the foregoing sentence.

Section 4.30. Broker-Dealer and Investment Advisor Matters.

(a) For the past three (3) years, SoFi Securities LLC (the “Company Broker-Dealer Subsidiary”) has been duly registered as a broker-dealer with the SEC and each state and other jurisdiction in which it is required to be so registered. The Company Broker-Dealer Subsidiary is, and for the past three (3) years has been, a member in good standing of the Financial Industry Regulatory Authority, Inc. (“FINRA”). Except as would not be material to the Company Broker-Dealer Subsidiary, each natural Person whose functions require him or her to be licensed as a representative or principal of, and registered with, the Company Broker-Dealer Subsidiary is registered with FINRA and all applicable states and other jurisdictions, such registrations are not suspended, revoked or rescinded and remain in full force and effect. Neither the Company Broker-Dealer Subsidiary nor any of its “associated persons” (as defined in the Exchange Act) is (i) ineligible pursuant to Section 15(b) of the Exchange Act to serve as a broker-dealer or as an “associated person” of a broker-dealer or (ii) subject to a “statutory disqualification” as defined in Section 3(a)(39) of the Exchange Act.

(b) SoFi Wealth, LLC and SoFi Capital Advisors, LLC (the “Company RIA Subsidiaries”) are, and for the past three (3) years have been, at all times required by applicable Law, duly registered as investment advisers under the Investment Advisers Act of 1940 (the “Investment Advisers Act”) and under all applicable state statutes. Except as would not be material to the Company RIA Subsidiaries, each natural Person whose functions require him or her to be registered or licensed as a registered representative, principal, investment adviser representative, salesperson or equivalent with any Governmental Authority is duly registered or licensed as such and such registration or license is in full force and effect. None of the Company RIA Subsidiaries, their control persons, directors, officers, or employees (other than employees whose functions are solely clerical or ministerial), nor any of the Company RIA Subsidiaries’ other “associated persons” (as defined in the Investment Advisers Act) is (i) subject to ineligibility pursuant to Section 203 of the Investment Advisers Act to serve as a registered investment adviser or as an “associated person” of a registered investment adviser, (ii) subject to disqualification pursuant to Rule 206(4)-3 under the Investment Advisers Act or (iii) subject to disqualification under Rule 506(d) of Regulation D under the Securities Act.

Section 4.31. No Additional Representation or Warranties. Except as provided in this Article IV, neither the Company nor any of its Subsidiaries or Affiliates, nor any of their respective directors, managers, officers, employees, equityholders, partners, members or representatives has made, or is making, any representation or warranty whatsoever to Acquiror or Merger Sub or their Affiliates and no such party shall be liable in respect of the accuracy or completeness of any information provided to Acquiror or Merger Sub or their Affiliates.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF ACQUIROR AND MERGER SUB

Except as set forth in (i) in the case of Acquiror, any Acquiror SEC Filings filed or submitted on or prior to the date hereof (excluding (a) any disclosures in any risk factors section that do not constitute statements of fact, disclosures in any forward-looking statements disclaimer and other disclosures that are generally cautionary, predictive or forward-looking in nature and (b) any exhibits or other documents appended thereto) (it being acknowledged that nothing disclosed in such Acquiror SEC Filings will be deemed to modify or qualify the representations and warranties set forth in Section 5.8, Section 5.12 and Section 5.15), or (ii) in the case of Acquiror and Merger Sub, in the disclosure letter delivered by Acquiror and Merger Sub to the Company (the “Acquiror Disclosure Letter”) on the date of this Agreement (each section of which, subject to Section 11.9, qualifies the correspondingly numbered and lettered representations in this Article V), Acquiror and Merger Sub represent and warrant to the Company as follows:

Section 5.1. Company Organization. Each of Acquiror and Merger Sub has been duly incorporated, organized or formed and is validly existing as a corporation or exempted company in good standing (or equivalent status, to the extent that such concept exists) under the Laws of its jurisdiction of incorporation, organization or formation, and has the requisite company power and authority to own, lease or operate all of its properties and assets and to conduct its business as it is now being conducted. The copies of Acquiror’s Governing Documents and the Governing Documents of Merger Sub, in each case, as amended to the date of this Agreement, previously delivered by Acquiror to the Company, are true, correct and complete. Merger Sub has no assets or operations other than those required to effect the transactions contemplated hereby. All of the equity interests of Merger Sub are held directly by Acquiror. Each of Acquiror and Merger Sub is duly licensed or qualified and in good standing as a foreign corporation or company in all jurisdictions in which its ownership of property or the character of its activities is such as to require it to be so licensed or qualified, except where failure to be so licensed or qualified would not reasonably be expected to be, individually or in the aggregate, material to Acquiror.

Section 5.2. Due Authorization.

(a) Each of Acquiror and Merger Sub has all requisite corporate power and authority to (x) execute and deliver this Agreement and the documents contemplated hereby, and (y) consummate the transactions contemplated hereby and thereby and perform all obligations to be performed by it hereunder and thereunder. The execution and delivery of this Agreement and the documents contemplated hereby and the consummation of the transactions contemplated hereby and thereby have been (i) duly and validly authorized and approved by the Board of Directors of Acquiror and by Acquiror as the sole and managing member or shareholder, as

applicable, of Merger Sub and (ii) determined by the Board of Directors of Acquiror as advisable to Acquiror and the Acquiror Shareholders and recommended for approval by the Acquiror Shareholders. No other company proceeding on the part of Acquiror or Merger Sub is necessary to authorize this Agreement and the documents contemplated hereby (other than the Acquiror Shareholder Approval). This Agreement has been, and at or prior to the Closing, the other documents contemplated hereby will be, duly and validly executed and delivered by each of Acquiror and Merger Sub, and this Agreement constitutes, assuming the due authorization, execution and delivery by the other parties hereto, and at or prior to the Closing, the other documents contemplated hereby will constitute, assuming the due authorization, execution and delivery by the other parties thereto, a legal, valid and binding obligation of each of Acquiror and Merger Sub, enforceable against Acquiror and Merger Sub in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

(b) Assuming that a quorum (as determined pursuant to Acquiror's Governing Documents) is present:

(i) each of those Transaction Proposals identified in clauses (A), (B) and (C) of Section 8.2(b) shall require approval by an affirmative vote of the holders of at least two-thirds of the outstanding Acquiror Common Shares entitled to vote, who attend and vote thereupon (as determined in accordance with Acquiror's Governing Documents) at a shareholders' meeting duly called by the Board of Directors of Acquiror and held for such purpose; and

(ii) each of those Transaction Proposals identified in clauses (D), (E), (F), (G), (H), (I), (J), (K) and (L) of Section 8.2(b), in each case, shall require approval by an affirmative vote of the holders of at least a majority of the outstanding Acquiror Common Shares entitled to vote thereupon (as determined in accordance with Acquiror's Governing Documents) at a shareholders' meeting duly called by the Board of Directors of Acquiror and held for such purpose;

(c) The foregoing votes are the only votes of any of Acquiror's share capital necessary in connection with entry into this Agreement by Acquiror and Merger Sub and the consummation of the transactions contemplated hereby, including the Closing.

(d) At a meeting duly called and held, the Board of Directors of Acquiror has unanimously approved the transactions contemplated by this Agreement as a Business Combination.

Section 5.3. No Conflict. Subject to the Acquiror Shareholder Approval and receipt of the Governmental Approvals set forth in Section 5.7, the execution and delivery of this Agreement by Acquiror and Merger Sub and the other documents contemplated hereby by Acquiror and Merger Sub and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with any provision of, or result in the breach of or default under the Governing Documents of Acquiror or Merger Sub, (b) violate or conflict with any provision of, or result in the breach of, or default under any applicable Law or Governmental Order

applicable to Acquiror or Merger Sub, (c) violate or conflict with any provision of, or result in the breach of, result in the loss of any right or benefit, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under any Contract to which Acquiror or Merger Sub is a party or by which Acquiror or Merger Sub may be bound, or terminate or result in the termination of any such Contract or (d) result in the creation of any Lien upon any of the properties or assets of Acquiror or Merger Sub, except, in the case of clauses (b) through (d), to the extent that the occurrence of the foregoing would not (i) have, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror or Merger Sub to enter into and perform their obligations under this Agreement or (ii) be material to Acquiror.

Section 5.4. Litigation and Proceedings. There are no pending or, to the knowledge of Acquiror, threatened Legal Proceedings against Acquiror or Merger Sub, their respective properties or assets, or, to the knowledge of Acquiror, any of their respective directors, managers, officers or employees (in their capacity as such). There are no investigations or other inquiries pending or, to the knowledge of Acquiror, threatened by any Governmental Authority, against Acquiror or Merger Sub, their respective properties or assets, or, to the knowledge of Acquiror, any of their respective directors, managers, officers or employees (in their capacity as such). There is no outstanding Governmental Order imposed upon Acquiror or Merger Sub, nor are any assets of Acquiror's or Merger Sub's respective businesses bound or subject to any Governmental Order the violation of which would, individually or in the aggregate, reasonably be expected to be material to Acquiror. As of the date hereof, each of Acquiror and Merger Sub is in compliance with all applicable Laws in all material respects. For the past three (3) years, Acquiror and Merger Sub have not received any written notice of or been charged with the violation of any Laws, except where such violation has not been, individually or in the aggregate, material to Acquiror.

Section 5.5. SEC Filings. Acquiror has timely filed or furnished all statements, prospectuses, registration statements, forms, reports and documents required to be filed by it with the SEC since October 14, 2020, pursuant to the Exchange Act or the Securities Act (collectively, as they have been amended since the time of their filing through the date hereof, the "Acquiror SEC Filings"). Each of the Acquiror SEC Filings, as of the respective date of its filing, and as of the date of any amendment, complied in all material respects with the applicable requirements of the Securities Act, the Exchange Act, the Sarbanes-Oxley Act and any rules and regulations promulgated thereunder applicable to the Acquiror SEC Filings. As of the respective date of its filing (or if amended or superseded by a filing prior to the date of this Agreement or the Closing Date, then on the date of such filing), the Acquiror SEC Filings did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading. As of the date hereof, there are no outstanding or unresolved comments in comment letters received from the SEC with respect to the Acquiror SEC Filings. To the knowledge of Acquiror, none of the Acquiror SEC Filings filed on or prior to the date hereof is subject to ongoing SEC review or investigation as of the date hereof.

Section 5.6. Internal Controls; Listing; Financial Statements.

(a) Except as not required in reliance on exemptions from various reporting requirements by virtue of Acquiror's status as an "emerging growth company" within the meaning

of the Securities Act, as modified by the Jumpstart Our Business Startups Act of 2012 (“JOBS Act”), Acquiror has established and maintains disclosure controls and procedures (as defined in Rule 13a-15 under the Exchange Act). Such disclosure controls and procedures are designed to ensure that material information relating to Acquiror, including its consolidated Subsidiaries, if any, is made known to Acquiror’s principal executive officer and its principal financial officer by others within those entities, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared. Such disclosure controls and procedures are effective in timely alerting Acquiror’s principal executive officer and principal financial officer to material information required to be included in Acquiror’s periodic reports required under the Exchange Act. Since October 14, 2020, Acquiror has established and maintained a system of internal controls over financial reporting (as defined in Rule 13a-15 under the Exchange Act) sufficient to provide reasonable assurance regarding the reliability of Acquiror’s financial reporting and the preparation of Acquiror Financial Statements for external purposes in accordance with GAAP.

(b) Each director and executive officer of Acquiror has filed with the SEC on a timely basis all statements required by Section 16(a) of the Exchange Act and the rules and regulations promulgated thereunder. Acquiror has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(c) Since October 14, 2020, Acquiror has complied in all material respects with the applicable listing and corporate governance rules and regulations of the New York Stock Exchange (the “NYSE”). The Acquiror Class A Common Stock is registered pursuant to Section 12(b) of the Exchange Act and is listed for trading on the NYSE. There is no Legal Proceeding pending or, to the knowledge of Acquiror, threatened against Acquiror by the NYSE or the SEC with respect to any intention by such entity to deregister the Acquiror Class A Common Stock or prohibit or terminate the listing of Acquiror Class A Common Stock on the NYSE.

(d) The Acquiror SEC Filings contain true and complete copies of the audited balance sheet as of December 31, 2019, and statement of operations, cash flow and shareholders’ equity of Acquiror for the period from October 18, 2019 (inception) through December 31, 2019, together with the auditor’s reports thereon (the “Acquiror Financial Statements”). Except as disclosed in the Acquiror SEC Filings, the Acquiror Financial Statements (i) fairly present in all material respects the financial position of Acquiror, as at the respective dates thereof, and the results of operations and consolidated cash flows for the respective periods then ended, (ii) were prepared in conformity with GAAP applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto), and (iii) comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act in effect as of the respective dates thereof. The books and records of Acquiror have been, and are being, maintained in all material respects in accordance with GAAP and any other applicable legal and accounting requirements.

(e) There are no outstanding loans or other extensions of credit made by Acquiror to any executive officer (as defined in Rule 3b-7 under the Exchange Act) or director of Acquiror. Acquiror has not taken any action prohibited by Section 402 of the Sarbanes-Oxley Act.

(f) Neither Acquiror (including, to the knowledge of Acquiror, any employee thereof) nor Acquiror’s independent auditors has identified or been made aware of (i) any

significant deficiency or material weakness in the system of internal accounting controls utilized by Acquiror, (ii) any fraud, whether or not material, that involves Acquiror's management or other employees who have a role in the preparation of financial statements or the internal accounting controls utilized by Acquiror or (iii) any written claim or allegation regarding any of the foregoing.

Section 5.7. Governmental Authorities; Approvals. Assuming the truth and completeness of the representations and warranties of the Company contained in this Agreement, no Governmental Approval is required on the part of Acquiror or Merger Sub with respect to Acquiror's or Merger Sub's execution or delivery of this Agreement or the consummation of the transactions contemplated hereby, except for (i) applicable requirements of the HSR Act, (ii) in connection with the Domestication, the applicable requirements and required approval of the Cayman Registrar, and (iii) as disclosed on Section 5.7 of the Acquiror Disclosure Letter or Section 4.5 of the Company Disclosure Letter.

Section 5.8. Trust Account. As of the date of this Agreement, Acquiror has at least \$805,000,000.00 in the Trust Account (including, if applicable, an aggregate of approximately \$28,175,000.00 of deferred underwriting commissions and other fees being held in the Trust Account), such monies invested in United States government securities or money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act pursuant to the Investment Management Trust Agreement, dated as of October 8, 2020, between Acquiror and Continental Stock Transfer & Trust Company, as trustee (the "Trustee") (the "Trust Agreement"). There are no separate Contracts, side letters or other arrangements or understandings (whether written or unwritten, express or implied) that would cause the description of the Trust Agreement in the Acquiror SEC Filings to be inaccurate or that would entitle any Person (other than shareholders of Acquiror holding Acquiror Common Shares sold in Acquiror's initial public offering who shall have elected to redeem their shares of Acquiror Common Stock pursuant to Acquiror's Governing Documents and the underwriters of Acquiror's initial public offering with respect to deferred underwriting commissions) to any portion of the proceeds in the Trust Account. Prior to the Closing, none of the funds held in the Trust Account may be released other than to pay Taxes and payments with respect to all Acquiror Share Redemptions. There are no claims or proceedings pending or, to the knowledge of Acquiror, threatened with respect to the Trust Account. Acquiror has performed all material obligations required to be performed by it to date under, and is not in default, breach or delinquent in performance or any other respect (claimed or actual) in connection with, the Trust Agreement, and no event has occurred which, with due notice or lapse of time or both, would constitute such a default or breach thereunder. As of the Effective Time, the obligations of Acquiror to dissolve or liquidate pursuant to Acquiror's Governing Documents shall terminate, and as of the Effective Time, Acquiror shall have no obligation whatsoever pursuant to Acquiror's Governing Documents to dissolve and liquidate the assets of Acquiror by reason of the consummation of the transactions contemplated hereby. To Acquiror's knowledge, as of the date hereof, following the Effective Time, no Acquiror Shareholder shall be entitled to receive any amount from the Trust Account except to the extent such Acquiror Shareholder is exercising an Acquiror Share Redemption. As of the date hereof, assuming the accuracy of the representations and warranties of the Company contained herein and the compliance by the Company with its obligations hereunder, neither Acquiror or Merger Sub have any reason to believe that any of the conditions to the use of funds in the Trust Account will not be satisfied or funds available in the Trust Account will not be available to Acquiror and Merger Sub on the Closing Date.

Section 5.9. Investment Company Act; JOBS Act. Acquiror is not an “investment company” or a Person directly or indirectly “controlled” by or acting on behalf of an “investment company”, in each case within the meaning of the Investment Company Act. Acquiror constitutes an “emerging growth company” within the meaning of the JOBS Act.

Section 5.10. Absence of Changes. Since October 14, 2020, (a) there has not been any event or occurrence that has had, or would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Acquiror or Merger Sub to enter into and perform their obligations under this Agreement and (b) except as set forth in Section 5.10 of the Acquiror Disclosure Letter, Acquiror and Merger Sub have, in all material respects, conducted their business and operated their properties in the ordinary course of business consistent with past practice.

Section 5.11. No Undisclosed Liabilities. Except for any fees and expenses payable by Acquiror or Merger Sub as a result of or in connection with the consummation of the transactions contemplated hereby, there is no liability, debt or obligation of or claim or judgment against Acquiror or Merger Sub (whether direct or indirect, absolute or contingent, accrued or unaccrued, known or unknown, liquidated or unliquidated, or due or to become due) required by GAAP to be included on a consolidated balance sheet of Acquiror and Merger Sub, except for liabilities and obligations (i) reflected or reserved for on the financial statements or disclosed in the notes thereto included in Acquiror SEC Filings, (ii) that have arisen since the date of the most recent balance sheet included in the Acquiror SEC Filings in the ordinary course of business of Acquiror and Merger Sub, or (iii) which would not be, or would not reasonably be expected to be, material to Acquiror.

Section 5.12. Capitalization of Acquiror.

(a) As of the date of this Agreement, the authorized share capital of Acquiror is \$55,500.00 divided into (i) 500,000,000 shares of Acquiror Class A Common Stock, 80,500,000 of which are issued and outstanding as of the date of this Agreement, (ii) 50,000,000 Shares of Acquiror Class B Common Stock, 20,125,000 of which are issued and outstanding as of the date of this Agreement, and (iii) 5,000,000 preference shares, par value \$0.0001, of which no shares are issued and outstanding as of the date of this Agreement ((i), (ii) and (iii) collectively, the “Acquiror Securities”). The foregoing represents all of the issued and outstanding Acquiror Securities as of the date of this Agreement. All issued and outstanding Acquiror Securities (i) have been duly authorized and validly issued and are fully paid and non-assessable; (ii) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (1) Acquiror’s Governing Documents, and (2) any other applicable Contracts governing the issuance of such securities; and (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, Acquiror’s Governing Documents or any Contract to which Acquiror is a party or otherwise bound.

(b) All holders of shares of Acquiror Class B Common Stock have irrevocably waived any anti-dilution adjustment as to the ratio by which shares of Acquiror Class B Common Stock convert into shares of Acquiror Class A Common Stock or any other measure with an anti-dilutive effect, in any case, that results from or is related to the transactions contemplated by this

Agreement. Subject to the terms of conditions of the Warrant Agreement, the Acquiror Warrants will be exercisable (after giving effect to the Domestication and Merger) for one share of Domesticated Acquiror Common Stock at an exercise price of eleven Dollars and fifty cents (\$11.50) per share. As of the date of this Agreement, 18,687,500 Acquiror Common Warrants and 8,000,000 Acquiror Private Placement Warrants are issued and outstanding. The Acquiror Warrants are not exercisable until the later of (x) October 14, 2021 and (y) thirty (30) days after the Closing. All outstanding Acquiror Warrants (i) have been duly authorized and validly issued and constitute valid and binding obligations of Acquiror, enforceable against Acquiror in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity; (ii) have been offered, sold and issued in compliance with applicable Law, including federal and state securities Laws, and all requirements set forth in (1) Acquiror's Governing Documents and (2) any other applicable Contracts governing the issuance of such securities; and (iii) are not subject to, nor have they been issued in violation of, any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of any applicable Law, Acquiror's Governing Documents or any Contract to which Acquiror is a party or otherwise bound. Except for the Subscription Agreements, Acquiror's Governing Documents and this Agreement, there are no outstanding Contracts of Acquiror to repurchase, redeem or otherwise acquire any Acquiror Securities. Except as disclosed in the Acquiror SEC Filings and except for the Subscription Agreements and the Registration Rights Agreement, Acquiror is not a party to any shareholders agreement, voting agreement or registration rights agreement relating to Acquiror Common Stock or any other equity interests of Acquiror.

(c) Except as contemplated by this Agreement or other the other documents contemplated hereby, and other than in connection with the PIPE Investment, Acquiror has not granted any outstanding options, stock appreciation rights, warrants, rights or other securities convertible into or exchangeable or exercisable for Acquiror Securities, or any other commitments or agreements providing for the issuance of additional shares, the sale of treasury shares, for the repurchase or redemption of any Acquiror Securities or the value of which is determined by reference to the Acquiror Securities, and there are no Contracts of any kind which may obligate Acquiror to issue, purchase, redeem or otherwise acquire any of its Acquiror Securities.

(d) The Aggregate Common Share Consideration and the Aggregate Preferred Share Consideration, when issued in accordance with the terms hereof, shall be duly authorized and validly issued, fully paid and non-assessable and issued in compliance with all applicable state and federal securities Laws and not subject to, and not issued in violation of, any Lien, purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of applicable Law, Acquiror's Governing Documents, or any Contract to which Acquiror is a party or otherwise bound.

(e) On or prior to the date of this Agreement, Acquiror has entered into Subscription Agreements, in substantially the form attached to Section 5.12(e) of the Acquiror Disclosure Letter, with PIPE Investors pursuant to which, and on the terms and subject to the conditions of which, such PIPE Investors have agreed, in connection with the transactions contemplated hereby, to purchase from Acquiror, shares of Domesticated Acquiror Common Stock for a PIPE Investment Amount of at least \$450,000,000.00 (such amount, the "Minimum PIPE

Investment Amount”), at least \$200,000,000.00, but no more than \$250,000,000.00, of which is in respect of such shares to be so purchased by one or more SCH PIPE Investors. Such Subscription Agreements are in full force and effect with respect to, and binding on, Acquiror and, to the knowledge of Acquiror, on each PIPE Investor party thereto, in accordance with their terms.

(f) Acquiror has no Subsidiaries apart from Merger Sub, and does not own, directly or indirectly, any equity interests or other interests or investments (whether equity or debt) in any Person, whether incorporated or unincorporated. Acquiror is not party to any Contract that obligates Acquiror to invest money in, loan money to or make any capital contribution to any other Person.

Section 5.13. Brokers’ Fees. Except fees described on Section 5.13 of the Acquiror Disclosure Letter, no broker, finder, investment banker or other Person is entitled to any brokerage fee, finders’ fee or other commission in connection with the transactions contemplated hereby based upon arrangements made by Acquiror or any of its Affiliates.

Section 5.14. Indebtedness. Neither Acquiror nor Merger Sub has any Indebtedness.

Section 5.15. Taxes.

(a) All material Tax Returns required to be filed by or with respect to Acquiror or Merger Sub have been timely filed (taking into account any applicable extensions), all such Tax Returns (taking into account all amendments thereto) are true, correct and complete in all material respects and all material amounts of Taxes due and payable (whether or not shown on any Tax Return) have been paid, other than Taxes being contested in good faith and for which adequate reserves have been established in accordance with GAAP.

(b) There are no Liens for any material amount of Taxes (other than Permitted Liens) upon the property or assets of Acquiror or Merger Sub.

(c) No claim, assessment, deficiency or proposed adjustment for any material amount of Tax has been asserted or assessed by any Governmental Authority against Acquiror or Merger Sub that remains unpaid except for deficiencies being contested in good faith and for which adequate reserves have been established in accordance with GAAP.

(d) No material Tax audit or other examination of Acquiror or Merger Sub is presently in progress, nor has Acquiror been notified in writing of (nor to the knowledge of Acquiror has there been) any request or threat for such an audit or other examination.

(e) There are no waivers, extensions or requests for any waivers or extensions of any statute of limitations currently in effect with respect to any material amount of Taxes of Acquiror or Merger Sub.

(f) Neither Acquiror nor Merger Sub has participated in a “listed transaction” within the meaning of Section 6707A(c)(2) of the Code.

(g) Acquiror has not taken any action, nor to the knowledge of Acquiror are there any facts or circumstances, that would reasonably be expected to prevent the Merger from

qualifying as a “reorganization” within the meaning of Section 368(a) of the Code and the Treasury Regulations.

Section 5.16. Business Activities.

(a) Since formation, neither Acquiror or Merger Sub have conducted any business activities other than activities related to Acquiror’s initial public offering or directed toward the accomplishment of a Business Combination. Except as set forth in Acquiror’s Governing Documents or as otherwise contemplated by this Agreement or the Ancillary Agreements and the transactions contemplated hereby and thereby, there is no agreement, commitment, or Governmental Order binding upon Acquiror or Merger Sub or to which Acquiror or Merger Sub is a party which has or would reasonably be expected to have the effect of prohibiting or impairing any business practice of Acquiror or Merger Sub or any acquisition of property by Acquiror or Merger Sub or the conduct of business by Acquiror or Merger Sub as currently conducted or as contemplated to be conducted as of the Closing, other than such effects, individually or in the aggregate, which have not been and would not reasonably be expected to be material to Acquiror or Merger Sub.

(b) Except for Merger Sub and the transactions contemplated by this Agreement and the Ancillary Agreements, Acquiror does not own or have a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, joint venture, business, trust or other entity. Except for this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby, Acquiror has no material interests, rights, obligations or liabilities with respect to, and is not party to, bound by or has its assets or property subject to, in each case whether directly or indirectly, any Contract or transaction which is, or would reasonably be interpreted as constituting, a Business Combination. Except for the transactions contemplated by this Agreement and the Ancillary Agreements, Merger Sub does not own or have a right to acquire, directly or indirectly, any interest or investment (whether equity or debt) in any corporation, partnership, joint venture, business, trust or other entity.

(c) Merger Sub was formed solely for the purpose of effecting the transactions contemplated by this Agreement and has not engaged in any business activities or conducted any operations other than in connection with the transactions contemplated hereby and has no, and at all times prior to the Effective Time, except as expressly contemplated by this Agreement, the Ancillary Agreements and the other documents and transactions contemplated hereby and thereby, will have no, assets, liabilities or obligations of any kind or nature whatsoever other than those incident to its formation.

(d) As of the date hereof and except for this Agreement, the Ancillary Agreements and the other documents and transactions contemplated hereby and thereby (including with respect to expenses and fees incurred in connection therewith), neither Acquiror nor Merger Sub are party to any Contract with any other Person that would require payments by Acquiror or any of its Subsidiaries after the date hereof in excess of \$100,000 in the aggregate with respect to any individual Contract, other than Acquiror Transaction Expenses. As of the date hereof, there are no amounts outstanding under any Working Capital Loans.

Section 5.17. NYSE Stock Market Quotation. The Acquiror Class A Common Stock is registered pursuant to Section 12(b) of the Exchange Act and is listed for trading on the NYSE under the symbol “IPOE”. The Acquiror Common Warrants are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the NYSE under the symbol “IPOE WS”. Acquiror is in compliance with the rules of the NYSE and there is no Action or proceeding pending or, to the knowledge of Acquiror, threatened against Acquiror by the NYSE or the SEC with respect to any intention by such entity to deregister the Acquiror Class A Common Stock or Acquiror Warrants or terminate the listing of Acquiror Class A Common Stock or Acquiror Warrants on the NYSE. None of Acquiror, Merger Sub or their respective Affiliates has taken any action in an attempt to terminate the registration of the Acquiror Class A Common Stock or Acquiror Warrants under the Exchange Act except as contemplated by this Agreement.

Section 5.18. Registration Statement, Proxy Statement and Proxy Statement/Registration Statement. On the effective date of the Registration Statement, the Registration Statement, and when first filed in accordance with Rule 424(b) and/or filed pursuant to Section 14A, the Proxy Statement and the Proxy Statement/Registration Statement (or any amendment or supplement thereto), shall comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act. On the effective date of the Registration Statement, the Registration Statement will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading. On the date of any filing pursuant to Rule 424(b) and/or Section 14A, the date the Proxy Statement /Registration Statement and the Proxy Statement, as applicable, is first mailed to the Acquiror Shareholders and certain of the Company’s stockholders, as applicable, and at the time of the Acquiror Shareholders’ Meeting, the Proxy Statement/Registration Statement and the Proxy Statement, as applicable, (together with any amendments or supplements thereto) will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that Acquiror makes no representations or warranties as to the information contained in or omitted from the Registration Statement, Proxy Statement or the Proxy Statement/Registration Statement in reliance upon and in conformity with information furnished in writing to Acquiror by or on behalf of the Company specifically for inclusion in the Registration Statement, Proxy Statement or the Proxy Statement/Registration Statement.

Section 5.19. No Outside Reliance. Notwithstanding anything contained in this Article V or any other provision hereof, each of Acquiror and Merger Sub, and any of their respective directors, managers, officers, employees, equityholders, partners, members or representatives, acknowledge and agree that Acquiror has made its own investigation of the Company and that neither the Company nor any of its Affiliates, agents or representatives is making any representation or warranty whatsoever, express or implied, beyond those expressly given by the Company in Article IV, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of the Company or its Subsidiaries. Without limiting the generality of the foregoing, it is understood that any cost estimates, financial or other projections or other predictions that may be contained or referred to in the Company Disclosure Letter or elsewhere, as well as any information, documents or other materials (including any such materials contained in any “data room” (whether or not accessed by Acquiror or its representatives) or reviewed by Acquiror pursuant to the Confidentiality Agreement) or management presentations that have been or shall hereafter be

provided to Acquiror or any of its Affiliates, agents or representatives are not and will not be deemed to be representations or warranties of the Company, and no representation or warranty is made as to the accuracy or completeness of any of the foregoing except as may be expressly set forth in Article IV of this Agreement. Except as otherwise expressly set forth in this Agreement, Acquiror understands and agrees that any assets, properties and business of the Company and its Subsidiaries are furnished “as is”, “where is” and subject to and except as otherwise provided in the representations and warranties contained in Article IV, with all faults and without any other representation or warranty of any nature whatsoever.

Section 5.20. No Additional Representation or Warranties. Except as provided in this Article V, neither Acquiror nor Merger Sub nor any their respective Affiliates, nor any of their respective directors, managers, officers, employees, stockholders, partners, members or representatives has made, or is making, any representation or warranty whatsoever to the Company or its Affiliates and no such party shall be liable in respect of the accuracy or completeness of any information provided to the Company or its Affiliates. Without limiting the foregoing, the Company acknowledges that the Company and its advisors, have made their own investigation of Acquiror, Merger Sub and their respective Subsidiaries and, except as provided in this Article V, are not relying on any representation or warranty whatsoever as to the condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of Acquiror, Merger Sub or any of their respective Subsidiaries, the prospects (financial or otherwise) or the viability or likelihood of success of the business of Acquiror, Merger Sub and their respective Subsidiaries as conducted after the Closing, as contained in any materials provided by Acquiror, Merger Sub or any of their Affiliates or any of their respective directors, officers, employees, shareholders, partners, members or representatives or otherwise.

ARTICLE VI

COVENANTS OF THE COMPANY

Section 6.1. Conduct of Business. From the date of this Agreement through the earlier of the Closing or valid termination of this Agreement pursuant to Article X (the “Interim Period”), the Company shall, and shall cause its Subsidiaries to, except as contemplated by this Agreement or the Ancillary Agreements, as required by Law, as set forth on Section 6.1 of the Company Disclosure Letter or as consented to by Acquiror in writing (which consent shall not be unreasonably conditioned, withheld, delayed or denied), use reasonable best efforts to operate the business of the Company in the ordinary course of business consistent with past practice; provided, that, notwithstanding anything to the contrary in this Agreement, the Company or any of its Subsidiaries may take any action, including the establishment of any (or maintenance of any existing) policy, procedure or protocol, in order to respond to the impact of COVID-19 or comply with any applicable COVID-19 Measures; provided, further, in each case, that (i) such actions are reasonably necessary, taken in good faith and taken to preserve the continuity of the business of the Company and its Subsidiaries and/or the health and safety of their respective employees and (ii) the Company shall, to the extent reasonably practicable, inform Acquiror of any such actions prior to the taking thereof and shall consider in good faith any suggestions or modifications from Acquiror with respect thereto. Without limiting the generality of the foregoing, except as set forth on Section 6.1 of the Company Disclosure Letter or as consented to by Acquiror in writing (which consent shall not be unreasonably conditioned, withheld, delayed or denied) the Company shall

not, and the Company shall cause its Subsidiaries not to, except as contemplated by this Agreement or the Ancillary Agreements or required by Law:

(a) change or amend the Governing Documents of the Company or any of the Company's Subsidiaries or form or cause to be formed any new Subsidiary of the Company;

(b) make or declare any dividend or distribution to the stockholders of the Company or make any other distributions in respect of any of the Company's or any of its Subsidiaries' capital stock or equity interests, except dividends and distributions by a wholly-owned Subsidiary of the Company to the Company or another wholly-owned Subsidiary of the Company or dividends due and payable on the Company Redeemable Preferred Stock in accordance with the terms thereof;

(c) split, combine, reclassify, recapitalize or otherwise amend any terms of any shares or series of the Company's or any of its Subsidiaries' capital stock or equity interests, except for any such transaction by a wholly-owned Subsidiary of the Company that remains a wholly-owned Subsidiary of the Company after consummation of such transaction;

(d) purchase, repurchase, redeem or otherwise acquire any issued and outstanding share capital, outstanding shares of capital stock, membership interests or other equity interests of the Company or its Subsidiaries, except for (i) the acquisition by the Company or any of its Subsidiaries of any shares of capital stock, membership interests or other equity interests of the Company or its Subsidiaries in connection with the forfeiture or cancellation of such interests, or (ii) transactions between the Company and any wholly-owned Subsidiary of the Company or between wholly-owned Subsidiaries of the Company;

(e) enter into, modify in any material respect or terminate (other than expiration in accordance with its terms) (i) any Contract of a type required to be listed on Section 4.12 or Section 4.29 of the Company Disclosure Letter or any Real Property Lease, (ii) any Contract between the Company or a Subsidiary of the Company, on one hand, and any of the Selling Company Holders or their respective Affiliates, on the other hand, in each case, other than entry into such agreements in the ordinary course of business consistent with past practice or as required by Law;

(f) sell, assign, transfer, convey, lease or otherwise dispose of any material tangible assets or properties of the Company or its Subsidiaries, including the Leased Real Property, except for (i) dispositions of obsolete or worthless equipment, (ii) transactions among the Company and its wholly owned Subsidiaries or among its wholly owned Subsidiaries and (iii) transactions in the ordinary course of business consistent with past practice;

(g) acquire any ownership interest in any real property, other than in the ordinary course of business;

(h) except as otherwise required by existing Company Benefit Plans or the Contracts listed on Section 4.12(a) of the Company Disclosure Letter, (i) grant any severance, retention, change in control or termination or similar pay, except in connection with the promotion, hiring or termination of employment of any non-officer employee in the ordinary course of business consistent with past practice, (ii) make any change in the key management structure of

the Company or any of the Company's Subsidiaries, or hire or terminate the employment of employees of the Company or any of the Company's Subsidiaries at the level of Executive Vice President or above, other than terminations for cause or due to death or disability, (iii) terminate, adopt, enter into or materially amend any Company Benefit Plan, (iv) increase the cash compensation or bonus opportunity of any employee, officer, director or other individual service provider, except in the ordinary course of business consistent with past practice, (v) establish any trust or take any other action to secure the payment of any compensation payable by the Company or any of the Company's Subsidiaries or (vi) take any action to amend or waive any performance or vesting criteria or to accelerate the time of payment or vesting of any compensation or benefit payable by the Company or any of the Company's Subsidiaries, except in the ordinary course of business consistent with past practice;

(i) acquire by merger or consolidation with, or merge or consolidate with, or purchase substantially all or a material portion of the assets of, any corporation, partnership, association, joint venture or other business organization or division thereof, other than any such transaction (i) in which the aggregate consideration does not exceed, individually or in the aggregate, \$50,000,000 and (ii) that is not reasonably expected to individually or in the aggregate, materially impair or delay the ability of the Company to perform its obligations hereunder;

(j) (i) make, change or revoke any material Tax election in respect of material Taxes, (ii) materially amend, modify or otherwise change any filed material Tax Return, (iii) adopt or request permission of any taxing authority to change any accounting method in respect of material Taxes, (iv) enter into any "closing agreement" as described in Section 7121 of the Code (or any similar provision of state, local or foreign Law) with any Governmental Authority, (v) settle any claim or assessment in respect of any material Taxes, (vi) knowingly surrender or allow to expire any right to claim a refund of any material Taxes or (vii) consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of any material Taxes or in respect to any material Tax attribute that would give rise to any claim or assessment of Taxes;

(k) take any action, or knowingly fail to take any action, where such action or failure to act could reasonably be expected to prevent the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code and the Treasury Regulations;

(l) (i) incur or assume any Indebtedness or guarantee any Indebtedness of another Person, issue or sell any debt securities or warrants or other rights to acquire any debt securities of the Company or any Subsidiary of the Company or guaranty any debt securities of another Person, other than any Indebtedness or guarantee (A) incurred in the ordinary course of business pursuant to securitization, warehouse lending or risk retention repurchase arrangements, interest rate protection agreements and currency obligation swaps, hedges or similar arrangements, or letters of credit, bank guarantees, bankers' acceptances and other similar instruments entered into in connection with Leased Real Property, or (B) incurred between the Company and any of its wholly owned Subsidiaries or between any of such wholly-owned Subsidiaries; or (ii) discharge any secured or unsecured obligation or liability (whether accrued, absolute, contingent or otherwise) which individually or in the aggregate exceed \$10,000,000, except as otherwise contemplated by this Agreement or as such obligations become due;

(m) issue any additional shares of Company Capital Stock or securities exercisable for or convertible into Company Capital Stock, except for issuances of Company Capital Stock pursuant to the (A) exercise of Options or the settlement of Restricted Stock Unit Awards under the Company Incentive Plan and applicable award agreement in accordance with their terms as in effect as of the date of this Agreement or (B) the exercise of warrants to purchase Company Capital Stock or the conversion of any Company Capital Stock in accordance with its terms as in effect as of the date of this Agreement, in each case, that are outstanding as of the date hereof, or grant any additional equity or equity-based compensation;

(n) adopt a plan of, or otherwise enter into or effect a, complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or its Subsidiaries (other than the Merger);

(o) waive, release, settle, compromise or otherwise resolve any inquiry, investigation, claim, Action, litigation or other Legal Proceedings, except where such waivers, releases, settlements or compromises involve only the payment of monetary damages in an amount less than \$1,000,000 individually and less than \$3,000,000 in the aggregate;

(p) grant to, or agree to grant to, any Person rights to any Intellectual Property that is material to the Company and its Subsidiaries, taken as a whole, or sell, lease, license (other than licenses to Intellectual Property granted by the Company or any of the Company's Subsidiaries in the ordinary course of business consistent with past practice), abandon or permit to lapse or become subject to a Lien (other than a Permitted Lien) or otherwise dispose of, any rights to any Intellectual Property that is material to the Company and its Subsidiaries, taken as a whole, except for the expiration of Company Registered Intellectual Property in accordance with the applicable statutory term (or in the case of domain names, applicable registration period) or in the reasonable exercise of the Company's or any of its Subsidiaries' business judgment as to the costs and benefits of maintaining the item;

(q) disclose or agree to disclose to any Person (other than Acquiror or any of its representatives) any material trade secret or any other material confidential or proprietary information, know-how or process of the Company or any of its Subsidiaries other than in the ordinary course of business or pursuant to obligations to maintain the confidentiality thereof;

(r) make or commit to make capital expenditures other than in an amount not in excess of the amount set forth on Section 6.1(r) of the Company Disclosure Letter, in the aggregate;

(s) enter into, modify, amend, renew or extend any collective bargaining agreement or similar labor agreement, other than as required by applicable Law, or recognize or certify any labor union, labor organization, or group of employees of the Company or its Subsidiaries as the bargaining representative for any employees of the Company or its Subsidiaries;

(t) waive any material restrictive covenant obligation of any current or former employee of the Company or any of the Company's Subsidiaries;

(u) limit the right of the Company or any of the Company's Subsidiaries to engage in any line of business or in any geographic area, to develop, market or sell products or services, or to compete with any Person, in each case, except where such limitation does not, and would not be reasonably likely to, individually or in the aggregate, materially and adversely affect, or materially disrupt, the operation of the businesses of the Company and its Subsidiaries, taken as a whole, in the ordinary course of business consistent with past practice;

(v) amend in a manner materially detrimental to the Company or any of the Company's Subsidiaries, terminate, permit to lapse or fail to use reasonable best efforts to maintain any material Governmental Approval or material Permit required for the business of the Company or any of the Company's Subsidiaries to be conducted in all material respects as conducted on the date hereof; or

(w) enter into any agreement to do any action prohibited under this Section 6.1.

Section 6.2. Inspection. Subject to confidentiality obligations that may be applicable to information furnished to the Company or any of the Company's Subsidiaries by third parties that may be in the Company's or any of its Subsidiaries' possession from time to time, and except for any information that is subject to attorney-client privilege (provided, that to the extent reasonably possible, the parties shall cooperate in good faith to permit disclosure of such information in a manner that preserves such privilege or compliance with such confidentiality obligation), to the extent permitted by applicable Law (including any applicable COVID-19 Measures), (a) the Company shall, and shall cause its Subsidiaries to, afford to Acquiror and its accountants, counsel and other representatives reasonable access during the Interim Period for the purpose of consummating the transactions contemplated hereby, during normal business hours and with reasonable advance notice, in such manner as to not materially interfere with the ordinary course of business of the Company and its Subsidiaries, to all of their respective properties, books, Contracts, commitments, Tax Returns, records and appropriate officers and employees of the Company and its Subsidiaries, and shall furnish such representatives with all financial and operating data and other information concerning the affairs of the Company and its Subsidiaries as such representatives may reasonably request for the purpose of consummating the transactions contemplated hereby; provided, that such access shall not include any unreasonably invasive or intrusive investigations or other testing, sampling or analysis of any properties, facilities or equipment of the Company or its Subsidiaries without the prior written consent of the Company.

Section 6.3. Preparation and Delivery of Additional Company Financial Statements. As soon as reasonably practicable following the date hereof, the Company shall deliver to Acquiror the audited consolidated balance sheets and statements of operations and comprehensive loss, cash flows and changes in temporary and permanent equity of the Company and its Subsidiaries as of and for the twelve (12)-month period ended December 31, 2020, together with the auditor's reports thereon (the "2020 Audited Financial Statements"), which comply in all material respects with the applicable accounting requirements and with the rules and regulations of the SEC, the Exchange Act and the Securities Act applicable to a registrant; provided, that upon delivery of such 2020 Audited Financial Statements, the representations and warranties set forth in Section 4.8 shall be deemed to apply to the 2020 Audited Financial Statements with the same force and effect as if made as of the date of this Agreement.

Section 6.4. Affiliate Agreements. All Affiliate Agreements set forth on Section 6.4 of the Company Disclosure Letter shall be terminated or settled, at or prior to the Closing, without further liability to Acquiror, the Company or any of the Company's Subsidiaries.

Section 6.5. Acquisition Proposals. From the date hereof until the Closing Date or, if earlier, the termination of this Agreement in accordance with Article X, the Company and its Subsidiaries shall not, and the Company shall instruct and use its reasonable best efforts to cause its representatives acting on its or their behalf, not to (i) initiate any negotiations with any Person with respect to, or provide any non-public information or data concerning the Company or any of the Company's Subsidiaries to any Person relating to, an Acquisition Proposal or afford to any Person access to the business, properties, assets or personnel of the Company or any of the Company's Subsidiaries in connection with an Acquisition Proposal, (ii) enter into any acquisition agreement, merger agreement or similar definitive agreement, or any letter of intent, memorandum of understanding or agreement in principle, or any other agreement relating to an Acquisition Proposal, (iii) grant any waiver, amendment or release under any confidentiality agreement or the anti-takeover laws of any state, in each case, in connection with an Acquisition Proposal, or (iv) otherwise knowingly facilitate any such inquiries, proposals, discussions, or negotiations or any effort or attempt by any Person to make an Acquisition Proposal. Notwithstanding anything to the contrary in this Agreement, the Company and its Subsidiaries and their respective representatives shall not be restricted pursuant to the foregoing sentence with respect to any actions explicitly contemplated by this Agreement (including the PIPE Investment) or the Ancillary Agreements.

ARTICLE VII

COVENANTS OF ACQUIROR

Section 7.1. Employee Matters.

(a) Equity Plan. Prior to the Closing Date, Acquiror shall approve and adopt an incentive equity plan in the form attached hereto as Exhibit G, with such changes as may be agreed in writing between Acquiror and the Company (the "Incentive Equity Plan"). Within two (2) Business Days following the expiration of the sixty (60)-day period following the date Acquiror has filed current Form 10 information with the SEC reflecting its status as an entity that is not a shell company, Acquiror shall file an effective registration statement on Form S-8 (or other applicable form) with respect to the Acquiror Common Stock issuable under the Incentive Equity Plan, and Acquiror shall use reasonable best efforts to maintain the effectiveness of such registration statement(s) (and maintain the current status of the prospectus or prospectuses contained therein) for so long as awards granted pursuant to the Incentive Equity Plan remain outstanding. Upon the effectiveness of such Form S-8 (or other applicable form), Acquiror shall grant to certain employees members of the Board of Directors of the Surviving Corporation, awards related to Acquiror Common Stock under the Incentive Equity Plan in accordance with the terms and conditions set forth in Section 7.1(a) of the Acquiror Disclosure Letter.

(b) No Third-Party Beneficiaries. Notwithstanding anything herein to the contrary, each of the parties to this Agreement acknowledges and agrees that all provisions contained in this Section 7.1 are included for the sole benefit of Acquiror and the Company, and

that nothing in this Agreement, whether express or implied, (i) shall be construed to establish, amend, or modify any employee benefit plan, program, agreement or arrangement, (ii) shall limit the right of Acquiror, the Company or their respective Affiliates to amend, terminate or otherwise modify any Company Benefit Plan or other employee benefit plan, agreement or other arrangement following the Closing Date, or (iii) shall confer upon any Person who is not a party to this Agreement (including any equityholder, any current or former director, manager, officer, employee or independent contractor of the Company, or any participant in any Company Benefit Plan or other employee benefit plan, agreement or other arrangement (or any dependent or beneficiary thereof)), any right to continued or resumed employment or recall, any right to compensation or benefits, or any third-party beneficiary or other right of any kind or nature whatsoever.

Section 7.2. Trust Account Proceeds and Related Available Equity.

(a) If (i) the amount of cash available in the Trust Account immediately prior to Closing, after deducting the amounts required to satisfy the Acquiror Share Redemption Amount (but prior to payment of any Company Transaction Expenses or Acquiror Transaction Expenses), *plus* (ii) the PIPE Investment Amount actually received by Acquiror prior to or substantially concurrently with the Closing (the sum of (i) and (ii), the “Available Acquiror Cash”) is equal to or greater than \$900,000,000.00 (the “Minimum Available Acquiror Cash Amount”), then the condition set forth in Section 9.3(f) shall be satisfied.

(b) Upon satisfaction or waiver of the conditions set forth in Article IX and provision of notice thereof to the Trustee (which notice Acquiror shall provide to the Trustee in accordance with the terms of the Trust Agreement), (i) in accordance with and pursuant to the Trust Agreement, at the Closing, Acquiror (A) shall cause any documents, opinions and notices required to be delivered to the Trustee pursuant to the Trust Agreement to be so delivered and (B) shall use its reasonable best efforts to cause the Trustee to, and the Trustee shall thereupon be obligated to (1) pay as and when due all amounts payable to Acquiror Shareholders pursuant to the Acquiror Share Redemptions, and (2) pay all remaining amounts then available in the Trust Account to Acquiror for immediate use, subject to this Agreement and the Trust Agreement and (ii) thereafter, the Trust Account shall terminate, except as otherwise provided therein.

Section 7.3. NYSE Listing. From the date hereof through the Effective Time, Acquiror shall ensure Acquiror remains listed as a public company on the NYSE, shall prepare and submit to NYSE a listing application in connection with the transactions contemplated by this Agreement, covering the Registration Statement Securities (the “Listing Application”), and the Company shall reasonably cooperate with Acquiror with respect to the Listing Application. Acquiror shall use its reasonable best efforts to cause: (a) the Listing Application to have been approved by NYSE; (b) Acquiror to satisfy all applicable initial and continuing listing requirements of NYSE; and (c) the Registration Statement Securities, to be approved for listing on NYSE with the trading ticker “SOFI”, in each case, as promptly as reasonably practicable after the date of this Agreement, and in any event as of immediately following the Effective Time, and in each of case (a), (b) and (c), the Company shall, and shall cause its Subsidiaries to, reasonably cooperate with Acquiror with respect thereto.

Section 7.4. No Solicitation by Acquiror. From the date hereof until the Closing Date or, if earlier, the termination of this Agreement in accordance with Article X, Acquiror shall not, and shall cause its Subsidiaries not to, and Acquiror shall instruct its and their representatives acting on its and their behalf, not to, (i) make any proposal or offer that constitutes a Business Combination Proposal, (ii) initiate any discussions or negotiations with any Person with respect to a Business Combination Proposal or (iii) enter into any acquisition agreement, business combination, merger agreement or similar definitive agreement, or any letter of intent, memorandum of understanding or agreement in principle, or any other agreement relating to a Business Combination Proposal, in each case, other than to or with the Company and its respective representatives. From and after the date hereof, Acquiror shall, and shall instruct its officers and directors to, and Acquiror shall instruct and cause its representatives acting on its behalf, its Subsidiaries and their respective representatives (acting on their behalf) to, immediately cease and terminate all discussions and negotiations with any Persons that may be ongoing with respect to a Business Combination Proposal (other than the Company and its representatives).

Section 7.5. Acquiror Conduct of Business.

(a) During the Interim Period, Acquiror shall, and shall cause Merger Sub to, except as contemplated by this Agreement (including as contemplated by the PIPE Investment or in connection with the Domestication) or the Ancillary Agreements, as required by Law, as set forth on Section 7.5 of the Acquiror Disclosure Letter or as consented to by the Company in writing (which consent shall not be unreasonably conditioned, withheld, delayed or denied), operate its business in the ordinary course and consistent with past practice. Without limiting the generality of the foregoing, except as set forth on Section 7.5 of the Acquiror Disclosure Letter or as consented to by the Company in writing (which consent shall not be unreasonably conditioned, withheld, delayed or denied), Acquiror shall not, and Acquiror shall cause Merger Sub not to, except as otherwise contemplated by this Agreement (including as contemplated by the PIPE Investment or in connection with the Domestication) or the Ancillary Agreements or as required by Law:

(i) seek any approval from the Acquiror Shareholders, to change, modify or amend the Trust Agreement or the Governing Documents of Acquiror or Merger Sub, except as contemplated by the Transaction Proposals;

(ii) (x) make or declare any dividend or distribution to the shareholders of Acquiror or make any other distributions in respect of any of Acquiror's or Merger Sub Capital Stock, share capital or equity interests, (y) split, combine, reclassify or otherwise amend any terms of any shares or series of Acquiror's or Merger Sub Capital Stock or equity interests, or (z) purchase, repurchase, redeem or otherwise acquire any issued and outstanding share capital, outstanding shares of capital stock, share capital or membership interests, warrants or other equity interests of Acquiror or Merger Sub, other than a redemption of shares of Acquiror Common Stock required to be made as part of the Acquiror Share Redemptions;

(iii) (i) make, change or revoke any material Tax election, (ii) amend, modify or otherwise change any filed material Tax Return, (iii) adopt

or request permission of any taxing authority to change any accounting method for Tax purposes, (iv) enter into any “closing agreement” as described in Section 7121 of the Code (or any similar provision of state, local or foreign Law) with any Governmental Authority, (v) settle any claim or assessment in respect of a material amount of Taxes, (vi) knowingly surrender or allow to expire any right to claim a refund of a material amount of Taxes or (vii) consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of a material amount of Taxes or in respect to any material Tax attribute that would give rise to any claim or assessment of Taxes;

(iv) take any action, or knowingly fail to take any action, where such action or failure to act could reasonably be expected to prevent the Merger from qualifying as a “reorganization” within the meaning of Section 368(a) of the Code and the Treasury Regulations;

(v) enter into, renew or amend in any material respect, any transaction or Contract with an Affiliate of Acquiror or Merger Sub (including, for the avoidance of doubt, (x) the Sponsor and (y) any Person in which the Sponsor has a direct or indirect legal, contractual or beneficial ownership interest of 5% or greater);

(vi) incur or assume any Indebtedness or guarantee any Indebtedness of another Person, issue or sell any debt securities or warrants or other rights to acquire any debt securities of the Company or any of the Company’s Subsidiaries or guaranty any debt securities of another Person, other than any indebtedness for borrowed money or guarantee (x) incurred in the ordinary course of business consistent with past practice and in an aggregate amount not to exceed \$100,000, (y) incurred between Acquiror and Merger Sub or (z) in respect of an Acquiror Transaction Expense permitted by clause (vii) below;

(vii) incur, guarantee or otherwise become liable for (whether directly, contingently or otherwise) any Indebtedness or otherwise incur, guarantee or otherwise become liable for (whether directly, contingently or otherwise) any other material liabilities, debts or obligations, other than (A) in support of the ordinary course operations of Acquiror and incident to the consummation of the transactions contemplated by this Agreement or any of the Ancillary Agreements, which are not, individually or in the aggregate, material to Acquiror or (B) pursuant to any Contract set forth on Section 5.16 of the Acquiror Disclosure Letter;

(viii) waive, release, compromise, settle or satisfy any (A) pending or threatened material claim (which shall include, but not be limited to, any pending or threatened Action) or (B) any other Legal Proceeding;

(ix) (A) issue any Acquiror Securities or any option, warrant, right or security (including debt securities) convertible, exchangeable or exercisable into, or for, Acquiror Securities, other than the issuance of the Aggregate Merger Consideration or in respect of the PIPE Investment substantially

concurrently with the Closing, (B) grant any options, warrants or other equity-based awards with respect to Acquiror Securities not outstanding on the date hereof, or (C) amend, modify or waive any of the material terms or rights set forth in any Acquiror Warrant or the Warrant Agreement, including any amendment, modification or reduction of the warrant price set forth therein; or

(x) enter into any agreement to do any action prohibited under this Section 7.5.

(b) During the Interim Period, Acquiror shall, and shall cause its Subsidiaries (including Merger Sub) to comply with, and continue performing under, as applicable, Acquiror's Governing Documents, the Trust Agreement and all other agreements or Contracts to which Acquiror or its Subsidiaries may be a party.

Section 7.6. Post-Closing Directors and Officers of Acquiror. Subject to the terms of the Acquiror's Governing Documents, Acquiror shall take all such action within its power as may be necessary or appropriate such that immediately following the Effective Time:

(a) the Board of Directors of Acquiror shall consist of up to thirteen (13) directors, as least seven (7) of whom shall be "independent" directors for the purposes of NYSE rules (each, an "Independent Director"), to initially consist of:

- (i) Anthony Noto (as Chief Executive Officer of Acquiror);
 - (ii) One (1) director to be nominated by Red Crow;
 - (iii) One (1) director to be nominated by QIA;
 - (iv) One (1) director to be nominated by Silver Lake;
 - (v) Two (2) directors to be nominated by Softbank;
 - (vi) Two (2) Independent Directors to be nominated by the Sponsor;
 - (vii) One (1) Independent Director to be nominated by Red Crow;
 - (viii) One (1) Independent Director to be nominated by Softbank;
- and
- (ix) Three (3) Independent Directors to be nominated by the Company that serve as independent directors of the Company as of the date hereof;

in each case, who shall serve in such capacity in accordance with the terms of the Acquiror's Governing Documents and Shareholders Agreement following the Effective Time; provided, that the Company shall deliver or cause to be delivered by written notice to Acquiror, as soon as reasonably practicable after the date hereof (but in any event prior to the effectiveness of the

Registration Statement), the names of each director to be nominated pursuant to clauses (ii), (iii), (iv), (v), (vii), (viii) and (ix) of this Section 7.6(a);

(b) the Chairperson of the Board of Directors of Acquiror shall initially be G. Thompson Hutton, who shall serve in such capacity in accordance with the terms of the Acquiror's Governing Documents following the Effective Time; and

(c) the initial officers of Acquiror shall be as set forth on Section 2.6 of the Company Disclosure Letter, who shall serve in such capacity in accordance with the terms of Acquiror's Governing Documents following the Effective Time.

Section 7.7. Domestication. Subject to receipt of the Acquiror Shareholder Approval, prior to the Effective Time, Acquiror shall cause the Domestication to become effective, including by (a) filing with the Delaware Secretary of State a Certificate of Domestication with respect to the Domestication, in form and substance reasonably acceptable to Acquiror and the Company, together with the Certificate of Incorporation of Acquiror in substantially the form attached as Exhibit A to this Agreement (with such changes as may be agreed in writing by Acquiror and the Company, the "Domesticated Acquiror Certificate of Incorporation"), in each case, in accordance with the provisions thereof and applicable Law, (b) completing and making and procuring all those filings required to be made with the Cayman Registrar in connection with the Domestication, and (c) obtaining a certificate of de-registration from the Cayman Registrar. In accordance with applicable Law, the Domestication shall provide that at the effective time of the Domestication, by virtue of the Domestication, and without any action on the part of any Acquiror Shareholder, (i) each then issued and outstanding share of Acquiror Class A Common Stock shall convert automatically, on a one-for-one basis, into a share of Domesticated Acquiror Common Stock; (ii) each then issued and outstanding share of Acquiror Class B Common Stock shall convert automatically, on a one-for-one basis, into a share of Domesticated Acquiror Common Stock; (iii) each then issued and outstanding Cayman Acquiror Warrant shall convert automatically into a Domesticated Acquiror Warrant, pursuant to the Warrant Agreement; and (iv) each then issued and outstanding Cayman Acquiror Unit shall convert automatically into a Domesticated Acquiror Unit.

Section 7.8. Indemnification and Insurance.

(a) From and after the Effective Time, Acquiror agrees that it shall indemnify and hold harmless each present and former director and officer of the (x) Company and each of its Subsidiaries (the "Company Indemnified Parties") and (y) Acquiror and each of its Subsidiaries (the "Acquiror Indemnified Parties") and together with the Company Indemnified Parties, the "D&O Indemnified Parties") against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any Legal Proceeding, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Effective Time, whether asserted or claimed prior to, at or after the Effective Time, to the fullest extent that the Company, Acquiror or their respective Subsidiaries, as the case may be, would have been permitted under applicable Law and its respective certificate of incorporation, certificate of formation, bylaws, limited liability company agreement or other organizational documents in effect on the date of this Agreement to indemnify such D&O Indemnified Parties (including the advancing of expenses as incurred to the fullest

extent permitted under applicable Law). Without limiting the foregoing, Acquiror shall, and shall cause its Subsidiaries to (i) maintain for a period of not less than six (6) years from the Effective Time provisions in its Governing Documents concerning the indemnification and exoneration (including provisions relating to expense advancement) of Acquiror's and its Subsidiaries' (including the Company's and its Subsidiaries') former and current officers, directors, employees, and agents that are no less favorable to those Persons than the provisions of the Governing Documents of the Company, Acquiror or their respective Subsidiaries, as applicable, in each case, as of the date of this Agreement, and (ii) not amend, repeal or otherwise modify such provisions in any respect that would adversely affect the rights of those Persons thereunder, in each case, except as required by Law. Acquiror shall assume, and be liable for, each of the covenants in this Section 7.8.

(b) For a period of six (6) years from the Effective Time, Acquiror shall maintain in effect directors' and officers' liability insurance covering those Persons who are currently covered by Acquiror's, the Company's or their respective Subsidiaries' directors' and officers' liability insurance policies (true, correct and complete copies of which have been heretofore made available to Acquiror or its agents or representatives) on terms not less favorable than the terms of such current insurance coverage, except that in no event shall Acquiror be required to pay an annual premium for such insurance in excess of three hundred percent (300%) of the aggregate annual premium payable by Acquiror or the Company, as applicable (whichever premium being higher), for such insurance policy for the year ended December 31, 2020; provided, however, that (i) Acquiror may cause coverage to be extended under the current directors' and officers' liability insurance by obtaining a six (6) year "tail" policy containing terms not materially less favorable than the terms of such current insurance coverage with respect to claims existing or occurring at or prior to the Effective Time and (ii) if any claim is asserted or made within such six (6) year period, any insurance required to be maintained under this Section 7.8 shall be continued in respect of such claim until the final disposition thereof.

(c) Notwithstanding anything contained in this Agreement to the contrary, this Section 7.8 shall survive the consummation of the Merger indefinitely and shall be binding, jointly and severally, on Acquiror and all successors and assigns of Acquiror. In the event that Acquiror or any of its successors or assigns consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or transfers or conveys all or substantially all of its properties and assets to any Person, then, and in each such case, Acquiror shall ensure that proper provision shall be made so that the successors and assigns of Acquiror shall succeed to the obligations set forth in this Section 7.8.

(d) On the Closing Date, Acquiror shall enter into customary indemnification agreements reasonably satisfactory to each of the Company and Acquiror with the post-Closing directors and officers of Acquiror, which indemnification agreements shall continue to be effective following the Closing.

(e) Acquiror hereby acknowledges that certain D&O Indemnified Parties may have rights to indemnification and advancement of expenses (directly or through insurance obtained by any such entity) provided by one or more third parties (collectively, the "Other Indemnitors"), and which may include third parties for whom such D&O Indemnified Party serves as a manager, member, officer, employee or agent. Acquiror hereby agrees and acknowledges that

notwithstanding any such rights that a D&O Indemnified Party may have with respect to any Other Indemnitor(s), (i) Acquiror is the indemnitor of first resort with respect to all D&O Indemnified Parties in respect of all obligations to indemnify and provide advancement of expenses to D&O Indemnified Parties, (ii) Acquiror shall be required to indemnify and advance the full amount of expenses incurred by the D&O Indemnified Parties, to the fullest extent required by law, the terms of the Domesticated Acquiror Certificate of Incorporation, the bylaws of Acquiror, any agreement to which Acquiror is a party, any vote of the stockholders or the Board of Directors of Acquiror, or otherwise, without regard to any rights the D&O Indemnified Parties may have against the Other Indemnitors and (iii) to the fullest extent permitted by law, Acquiror irrevocably waives, relinquishes and releases the Other Indemnitors from any and all claims for contribution, subrogation or any other recovery of any kind in respect thereof. Acquiror further agrees that no advancement or payment by the Other Indemnitors with respect to any claim for which the D&O Indemnified Parties have sought indemnification from Acquiror shall affect the foregoing and the Other Indemnitors shall have a right of contribution and/or be subrogated to the extent of any such advancement or payment to all of the rights of recovery of the D&O Indemnified Parties against Acquiror. Notwithstanding anything to the contrary herein, the obligations of Acquiror under this Section 7.8(e) shall only apply to D&O Indemnified Parties in their capacity as D&O Indemnified Parties.

Section 7.9. Acquiror Public Filings. From the date hereof through the Effective Time, Acquiror will keep current and timely file all reports required to be filed or furnished with the SEC and otherwise comply in all material respects with its reporting obligations under applicable Laws.

Section 7.10. PIPE Subscriptions. Unless otherwise approved in writing by the Company, Acquiror shall not (other than changes that are solely ministerial and other *de minimis* changes) permit any amendment or modification to be made to, permit any waiver (in whole or in part) of, or provide consent to modify (including consent to terminate), any provision or remedy under, or any replacements of, any of the Subscription Agreements, in each case, other than any assignment or transfer expressly permitted thereby (without any further amendment, modification or waiver to such assignment or transfer provision); provided, that, in the case of any such permitted assignment or transfer, the initial party to such Subscription Agreement remains bound by its obligations with respect thereto in the event that the transferee or assignee, as applicable, does not comply with its obligations to consummate the purchase of shares of Acquiror Common Stock contemplated thereby. Subject to the immediately preceding sentence and in the event that all conditions in the Subscription Agreements have been satisfied, Acquiror shall use its reasonable best efforts to take, or to cause to be taken, all actions required, necessary or that it otherwise deems to be proper or advisable to consummate the transactions contemplated by the Subscription Agreements on the terms described therein, including using its reasonable best efforts to enforce its rights under the Subscription Agreements to cause the PIPE Investors to pay to Acquiror the applicable purchase price under each PIPE Investor's applicable Subscription Agreement in accordance with its terms. Without limiting the generality of the foregoing, Acquiror shall give the Company prompt written notice: (i) of any requested amendment to any Subscription Agreement; (ii) of any breach or default to the knowledge of Acquiror (or any event or circumstance that, to the knowledge of Acquiror, with or without notice, lapse of time or both, would give rise to any breach or default) by any party to any Subscription Agreement; (iii) of the receipt of any written notice or other written communication from any party to any Subscription Agreement with respect to any actual, or to the knowledge of Acquiror, potential, threatened or

claimed expiration, lapse, withdrawal, breach, default, termination or repudiation by any party to any Subscription Agreement or any provisions of any Subscription Agreement; and (iv) if Acquiror does not expect to receive all or any portion of the applicable purchase price under any PIPE Investor's Subscription Agreement in accordance with its terms.

Section 7.11. Transaction Litigation. From and after the date of this Agreement until the earlier of the Closing or termination of this Agreement in accordance with its terms, Acquiror, on the one hand, and the Company, on the other hand, shall each notify the other promptly after learning of any shareholder demand (or threat thereof) or other shareholder claim, action, suit, audit, examination, arbitration, mediation, inquiry, Legal Proceeding, or investigation, whether or not before any Governmental Authority (including derivative claims), relating to this Agreement, or any of the transactions contemplated hereby (collectively, "Transaction Litigation") commenced or to the knowledge of Acquiror or the Company, as applicable, threatened in writing against (x) in the case of Acquiror, Acquiror, any of Acquiror's controlled Affiliates or any of their respective officers, directors, employees or shareholders (in their capacity as such) or (y) in the case of the Company, the Company, any of the Company's Subsidiaries or controlled Affiliates or any of their respective officers, directors, employees or shareholders (in their capacity as such). Acquiror and the Company shall each (i) keep the other reasonably informed regarding any Transaction Litigation, (ii) give the other the opportunity to, at its own cost and expense, participate in the defense, settlement and compromise of any such Transaction Litigation and reasonably cooperate with the other in connection with the defense, settlement and compromise of any such Transaction Litigation, (iii) consider in good faith the other's advice with respect to any such Transaction Litigation and (iv) reasonably cooperate with each other with respect to any Transaction Litigation; provided, however, that in no event shall (x) the Company, any of the Company's Affiliates or any of their respective officers, directors or employees settle or compromise any Transaction Litigation without the prior written consent of Acquiror (not to be unreasonably withheld, conditioned or delayed) or (y) Acquiror, any of Acquiror's Affiliates or any of their respective officers, directors or employees settle or compromise any Transaction Litigation without the Company's prior written consent (not to be unreasonably withheld, conditioned or delayed).

Section 7.12. Expense Statements. At least three (3) Business Days prior to the Closing Date, (a) Acquiror shall deliver to the Company a written statement setting forth a complete and accurate schedule of Acquiror's good faith estimate of each Acquiror Transaction Expense as of the Closing Date and (b) the Company shall deliver to Acquiror a written statement setting forth a complete and accurate schedule of the Company's good faith estimate of each Unpaid Transaction Expense as of the Closing Date.

ARTICLE VIII

JOINT COVENANTS

Section 8.1. HSR Act and Foreign Antitrust Approvals; Other Filings.

(a) In connection with the transactions contemplated hereby, each of the Company and Acquiror shall (and, to the extent required, shall cause its Affiliates to) (i) comply promptly but in no event later than ten (10) Business Days after the date hereof with the

notification and reporting requirements of the HSR Act and use its reasonable best efforts to obtain early termination of the waiting period under the HSR Act and (ii) as soon as practicable, make such other filings with any foreign Governmental Authorities (including all Permits) as may be required under any applicable similar foreign Law. Each of the Company and Acquiror shall substantially comply with any Antitrust Information or Document Requests.

(b) Each of the Company and Acquiror shall (and, to the extent required, shall cause its Affiliates to) request early termination of any waiting period under the HSR Act and exercise its reasonable best efforts to (i) obtain termination or expiration of the waiting period under the HSR Act and (ii) prevent the entry, in any Legal Proceeding brought by an Antitrust Authority or any other Person, of any Governmental Order which would prohibit, make unlawful or delay the consummation of the transactions contemplated hereby.

(c) Acquiror shall cooperate in good faith with the Antitrust Authorities and undertake promptly any and all action required to complete lawfully the transactions contemplated hereby as soon as practicable (but in any event prior to the Agreement End Date) and any and all action necessary or advisable to avoid, prevent, eliminate or remove the actual or threatened commencement of any proceeding in any forum by or on behalf of any Antitrust Authority or the issuance of any Governmental Order that would delay, enjoin, prevent, restrain or otherwise prohibit the consummation of the Merger, including, with the Company's prior written consent (which consent shall not be unreasonably withheld, conditioned, delayed or denied), (i) proffering and consenting and/or agreeing to a Governmental Order or other agreement providing for (A) the sale, licensing or other disposition, or the holding separate, of particular assets, categories of assets or lines of business of the Company or Acquiror or (B) the termination, amendment or assignment of existing relationships and contractual rights and obligations of the Company or Acquiror and (ii) promptly effecting the disposition, licensing or holding separate of assets or lines of business or the termination, amendment or assignment of existing relationships and contractual rights, in each case, at such time as may be necessary to permit the lawful consummation of the transactions contemplated hereby on or prior to the Agreement End Date.

(d) With respect to (x) each of the above filings, and (y) the Governmental Approvals listed on Section 4.5 of the Company Disclosure Letter and Section 5.7 of the Acquiror Disclosure Letter and (z) any other requests, inquiries, Actions or other proceedings by or from Governmental Authorities, each of the Company and Acquiror shall (and, to the extent required, shall cause its controlled Affiliates to) (i) diligently and expeditiously defend and use reasonable best efforts to obtain any necessary clearance, approval, consent, or Governmental Approval under Laws prescribed or enforceable by any Governmental Authority for the transactions contemplated by this Agreement and to resolve any objections as may be asserted by any Governmental Authority with respect to the transactions contemplated by this Agreement; and (ii) cooperate with each other in the defense and conduct of such matters. To the extent not prohibited by Law, each party hereto shall keep the other party reasonably informed regarding the status and any material developments regarding any Governmental Approval processes, and the Company shall promptly furnish to Acquiror, and Acquiror shall promptly furnish to the Company, copies of any notices or written communications received by such party or any of its Affiliates from any third party or any Governmental Authority with respect to the transactions contemplated hereby, and each party shall permit counsel to the other parties an opportunity to review in advance, and each party shall consider in good faith the views of such counsel in connection with, any proposed written

communications by such party and/or its Affiliates to any Governmental Authority concerning the transactions contemplated hereby; provided, that none of the parties shall extend any waiting period or comparable period under the HSR Act or enter into any agreement with any Governmental Authority without the written consent of the other parties. To the extent not prohibited by Law, the Company agrees to provide Acquiror and its counsel, and Acquiror agrees to provide the Company and its counsel, the opportunity, on reasonable advance notice, to participate in any substantive meetings or discussions, either in person or by telephone, between such party and/or any of its Affiliates, agents or advisors, on the one hand, and any Governmental Authority, on the other hand, concerning or in connection with the transactions contemplated hereby.

Section 8.2. Preparation of Proxy Statement/Registration Statement; Shareholders' Meeting and Approvals.

(a) Registration Statement and Prospectus.

(i) As promptly as practicable after the execution of this Agreement, (x) Acquiror and the Company shall jointly prepare and Acquiror shall file with the SEC, mutually acceptable materials which shall include the proxy statement to be filed with the SEC as part of the Registration Statement and sent to the Acquiror Shareholders relating to the Acquiror Shareholders' Meeting (such proxy statement, together with any amendments or supplements thereto, the "Proxy Statement") and (y) Acquiror shall prepare (with the Company's reasonable cooperation (including causing its Subsidiaries and representatives to cooperate)) and file with the SEC the Registration Statement, in which the Proxy Statement will be included as a prospectus (the "Proxy Statement/Registration Statement"), in connection with the registration under the Securities Act of (A) shares of Domesticated Acquiror Common Stock and Domesticated Acquiror Warrants and units comprising such to be issued in exchange for the issued and outstanding shares of Acquiror Class A Common Stock and Acquiror Common Warrants and units comprising such, respectively, in the Domestication, and (B) shares of Domesticated Acquiror Common Stock that constitute the Aggregate Common Share Consideration (collectively, the "Registration Statement Securities"). Each of Acquiror and the Company shall use its reasonable best efforts to cause the Proxy Statement/Registration Statement to comply with the rules and regulations promulgated by the SEC, to have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing and to keep the Registration Statement effective as long as is necessary to consummate the transactions contemplated hereby. Acquiror also agrees to use its reasonable best efforts to obtain all necessary state securities law or "Blue Sky" permits and approvals required to carry out the transactions contemplated hereby, and the Company shall furnish all information concerning the Company, its Subsidiaries and any of their respective members or stockholders as may be reasonably requested in connection with any such action. Each of Acquiror and the Company agrees to furnish to the other party all information concerning itself, its Subsidiaries, officers, directors, managers, stockholders, and other equityholders and information regarding such other matters as may be reasonably necessary or

advisable or as may be reasonably requested in connection with the Proxy Statement/Registration Statement, a Current Report on Form 8-K pursuant to the Exchange Act in connection with the transactions contemplated by this Agreement, or any other statement, filing, notice or application made by or on behalf of Acquiror, the Company or their respective Subsidiaries to any regulatory authority (including the NYSE) in connection with the Merger and the other transactions contemplated hereby (the “Offer Documents”). Acquiror will cause the Proxy Statement/Registration Statement to be mailed to the Acquiror Shareholders in each case promptly after the Registration Statement is declared effective under the Securities Act.

(ii) To the extent not prohibited by Law, Acquiror will advise the Company, reasonably promptly after Acquiror receives notice thereof, of the time when the Proxy Statement/Registration Statement has become effective or any supplement or amendment has been filed, of the issuance of any stop order or the suspension of the qualification of the Acquiror Common Stock for offering or sale in any jurisdiction, of the initiation or written threat of any proceeding for any such purpose, or of any request by the SEC for the amendment or supplement of the Proxy Statement/Registration Statement or for additional information. To the extent not prohibited by Law, the Company and their counsel shall be given a reasonable opportunity to review and comment on the Proxy Statement/Registration Statement and any Offer Document each time before any such document is filed with the SEC, and Acquiror shall give reasonable and good faith consideration to any comments made by the Company and its counsel. To the extent not prohibited by Law, Acquiror shall provide the Company and their counsel with (A) any comments or other communications, whether written or oral, that Acquiror or its counsel may receive from time to time from the SEC or its staff with respect to the Proxy Statement/Registration Statement or Offer Documents promptly after receipt of those comments or other communications and (B) a reasonable opportunity to participate in the response of Acquiror to those comments and to provide comments on that response (to which reasonable and good faith consideration shall be given), including by participating with the Company or its counsel in any discussions or meetings with the SEC.

(iii) Each of Acquiror and the Company shall ensure that none of the information supplied by or on its behalf for inclusion or incorporation by reference in (A) the Registration Statement will, at the time the Registration Statement is filed with the SEC, at each time at which it is amended and at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, not misleading or (B) the Proxy Statement will, at the date it is first mailed to the Acquiror Shareholders and at the time of the Acquiror Shareholders’ Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

(iv) If at any time prior to the Effective Time any information relating to the Company, Acquiror or any of their respective Subsidiaries, Affiliates, directors or officers is discovered by the Company or Acquiror, which is required to be set forth in an amendment or supplement to the Proxy Statement or the Registration Statement, so that neither of such documents would include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, with respect to the Proxy Statement, in light of the circumstances under which they were made, not misleading, the party which discovers such information shall promptly notify the other parties and an appropriate amendment or supplement describing such information shall be promptly filed with the SEC and, to the extent required by Law, disseminated to the Acquiror Shareholders.

(b) Acquiror Shareholder Approval. Acquiror shall (a) as promptly as practicable after the Registration Statement is declared effective under the Securities Act, (i) cause the Proxy Statement to be disseminated to Acquiror Shareholders in compliance with applicable Law, (ii) solely with respect to the following clause (1), duly (1) give notice of and (2) convene and hold a meeting of its shareholders (the “Acquiror Shareholders’ Meeting”) in accordance with Acquiror’s Governing Documents and Section 710 of the NYSE Listing Rules for a date no later than thirty (30) Business Days following the date the Registration Statement is declared effective, and (iii) solicit proxies from the holders of Acquiror Common Stock to vote in favor of each of the Transaction Proposals, and (b) provide its shareholders with the opportunity to elect to effect an Acquiror Share Redemption. Acquiror shall, through its Board of Directors, recommend to its shareholders the (A) approval of the change in the jurisdiction of incorporation of Acquiror to the State of Delaware, (B) approval of the change of Acquiror’s name to “SoFi Technologies, Inc.”, (C) amendment and restatement of Acquiror’s Governing Documents, in substantially the form attached as Exhibits A and B to this Agreement (with such changes as may be agreed in writing by Acquiror and the Company) (as may be subsequently amended by mutual written agreement of the Company and Acquiror at any time before the effectiveness of the Registration Statement) in connection with the Domestication, including any separate or unbundled proposals as are required to implement the foregoing, (D) the adoption and approval of this Agreement in accordance with applicable Law and NYSE rules and regulations, (E) approval of the issuance of shares of Acquiror Common Stock in connection with the Domestication and Merger, (F) approval of the issuance of more than one percent (1%) of Acquiror’s outstanding common stock to a “related party” pursuant to the rules of the NYSE as contemplated by the Subscription Agreements with the applicable PIPE Investors, (G) approval of the adoption by Acquiror of the equity plans described in Section 7.1, (H) the election of directors effective as of the Closing as contemplated by Section 7.6, (I) adoption and approval of any other proposals as the SEC (or staff member thereof) may indicate are necessary in its comments to the Registration Statement or correspondence related thereto, (J) approval of Acquiror’s entry into the Share Repurchase Agreement and consummation of the transactions contemplated thereby; (K) adoption and approval of any other proposals as reasonably agreed by Acquiror and the Company to be necessary or appropriate in connection with the transactions contemplated hereby and (L) adjournment of the Acquiror Shareholders’ Meeting, if necessary, to permit further solicitation of proxies because there are not sufficient votes to approve and adopt any of the foregoing (such proposals in (A) through (L), together, the “Transaction Proposals”), and include such recommendation in the Proxy Statement. The Board of Directors of Acquiror shall not withdraw, amend, qualify or modify its recommendation to the

shareholders of Acquiror that they vote in favor of the Transaction Proposals (together with any withdrawal, amendment, qualification or modification of its recommendation to the shareholders of Acquiror described in the Recitals hereto, a “Modification in Recommendation”). To the fullest extent permitted by applicable Law, (x) Acquiror agrees to establish a record date for, duly call, give notice of, convene and hold the Acquiror Shareholders’ Meeting and submit for approval the Transaction Proposals and (y) Acquiror agrees that if the Acquiror Shareholder Approval shall not have been obtained at any such Acquiror Shareholders’ Meeting, then Acquiror shall promptly continue to take all such necessary actions, including the actions required by this Section 8.2(b), and hold additional Acquiror Shareholders’ Meetings in order to obtain the Acquiror Shareholder Approval. Acquiror may only adjourn the Acquiror Shareholders’ Meeting (i) to solicit additional proxies for the purpose of obtaining the Acquiror Shareholder Approval, (ii) for the absence of a quorum and (iii) to allow reasonable additional time for the filing or mailing of any supplemental or amended disclosure that Acquiror has determined in good faith after consultation with outside legal counsel is required under applicable Law and for such supplemental or amended disclosure to be disseminated and reviewed by Acquiror Shareholders prior to the Acquiror Shareholders’ Meeting; provided, that the Acquiror Shareholders’ Meeting (x) may not be adjourned to a date that is more than fifteen (15) days after the date for which the Acquiror Shareholders’ Meeting was originally scheduled (excluding any adjournments required by applicable Law) and (y) shall not be held later than three (3) Business Days prior to the Agreement End Date. Acquiror agrees that it shall provide the holders of shares of Acquiror Class A Common Stock the opportunity to elect redemption of such shares of Acquiror Class A Common Stock in connection with the Acquiror Shareholders’ Meeting, as required by Acquiror’s Governing Documents.

(c) Company Stockholder Approvals. The Company shall use its reasonable best efforts to (i) obtain and deliver to Acquiror the Company Stockholder Approvals (x) in the form of a written consent executed by each of the Requisite Company Stockholders (pursuant to the Company Holders Support Agreement), promptly following the time at which the Registration Statement is declared effective under the Securities Act and delivered or otherwise made available to stockholders (and in any event within five (5) Business Days after the Registration Statement is declared effective under the Securities Act and delivered or otherwise made available to stockholders), and (y) in accordance with the terms and subject to the conditions of the Company’s Governing Documents, and (ii) take all other action necessary or advisable to secure the Company Stockholder Approvals as soon as reasonably practicable after the Registration Statement is declared effective under the Securities Act and delivered or otherwise made available to stockholders (and in any event within five (5) Business Days after the Registration Statement is declared effective under the Securities Act and delivered or otherwise made available to stockholders) and, if applicable, any additional consents or approvals of its stockholders related thereto.

Section 8.3. Support of Transaction. Without limiting any covenant contained in Article VI, or Article VII Acquiror and the Company shall each, and each shall cause its Subsidiaries to (a) use reasonable best efforts to obtain as soon as practicable all material consents and approvals of third parties (including any Governmental Authority) that any of Acquiror, or the Company or their respective Affiliates are required to obtain in order to consummate the Merger, and (b) take such other action as soon as practicable as may be reasonably necessary or as another party hereto may reasonably request to satisfy the conditions of Article IX or otherwise to comply with this Agreement and to consummate the transactions contemplated hereby as soon as

practicable and in accordance with all applicable Law. Notwithstanding anything to the contrary contained herein, no action taken by the Company under this Section 8.3 will constitute a breach of Section 6.1.

Section 8.4. Section 16 Matters. Prior to the Effective Time, each of Acquiror and the Company, as applicable, shall use all reasonable efforts to approve in advance in accordance with the applicable requirements of Rule 16b-3 promulgated under the Exchange Act, any dispositions of the Company Capital Stock (including derivative securities with respect to the Company Capital Stock) and acquisitions of Acquiror Common Shares (including derivative securities with respect to Acquiror Common Shares) resulting from the transactions contemplated by this Agreement by each officer or director of Acquiror or the Company who is subject to Section 16 of the Exchange Act (or who will become subject to Section 16 of the Exchange Act) as a result of the transactions contemplated hereby.

Section 8.5. Cooperation; Consultation. Prior to Closing, each of the Company and Acquiror shall, and each of them shall cause its respective Subsidiaries and Affiliates (as applicable) and its and their officers, directors, managers, employees, consultants, counsel, accounts, agents and other representatives to, reasonably cooperate in a timely manner in connection with any financing arrangement the parties may mutually agree to seek in connection with the transactions contemplated by this Agreement (it being understood and agreed that the consummation of any such financing by the Company or Acquiror shall be subject to the parties' mutual agreement), including (if mutually agreed by the parties) (a) by providing such information and assistance as the other party may reasonably request, (b) granting such access to the other party and its representatives as may be reasonably necessary for their due diligence, and (c) participating in a reasonable number of meetings, presentations, road shows, drafting sessions, due diligence sessions with respect to such financing efforts (including direct contact between senior management and other representatives of the Company and its Subsidiaries at reasonable times and locations). All such cooperation, assistance and access shall be granted during normal business hours and shall be granted under conditions that shall not unreasonably interfere with the business and operations of the Company, Acquiror, or their respective auditors. From the date of this Agreement until the Closing Date (or, if earlier, the valid termination of this Agreement pursuant to Article X), Acquiror shall use its reasonable best efforts to, and shall instruct its financial advisors to, keep the Company and its financial advisors reasonably informed with respect to the PIPE Investment during such period and consider in good faith any feedback from the Company or its financial advisors with respect to such matters.

Section 8.6. Investment Advisor. The Company, shall, to the extent required by applicable Law or Contract, within twenty (20) Business Days after the date of this Agreement, inform each Client in writing of the transactions contemplated by this Agreement by sending such Client a notice thereof, which notice seeks such Client's consent to any "assignment" (as defined in the Investment Advisers Act) of its applicable Advisory Agreement (unless affirmative consent is expressly required by the applicable Advisory Agreement, such consent may take the form of implied or negative consent).

ARTICLE IX

CONDITIONS TO OBLIGATIONS

Section 9.1. Conditions to Obligations of Acquiror, Merger Sub, and the Company. The obligations of Acquiror, Merger Sub, and the Company to consummate, or cause to be consummated, the Merger is subject to the satisfaction of the following conditions, any one or more of which may be waived in writing by all of such parties:

- (a) The Acquiror Shareholder Approval shall have been obtained;
- (b) The Company Stockholder Approvals shall have been obtained;
- (c) The waiting period or periods under the HSR Act applicable to the transactions contemplated by this Agreement and the Ancillary Agreements, shall have expired or been terminated;
- (d) There shall not be in force any Governmental Order, statute, rule or regulation enjoining or prohibiting the consummation of the Merger; provided, that the Governmental Authority issuing such Governmental Order has jurisdiction over the parties hereto with respect to the transactions contemplated hereby;
- (e) Acquiror shall have at least \$5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act) after giving effect to the payment of the Acquiror Share Redemption Amount;
- (f) The Listing Application shall have been approved by NYSE (subject to official notice of issuance) and, as of immediately following the Effective Time, Acquiror shall be in compliance, in all material respects, with applicable initial and continuing listing requirements of NYSE, and Acquiror shall not have received any notice of non-compliance therewith from NYSE that has not been cured or would not be cured at or immediately following the Effective Time, and the Registration Statement Securities shall have been approved for listing on NYSE;
- (g) The Registration Statement shall have become effective under the Securities Act and no stop order suspending the effectiveness of the Registration Statement shall have been issued and no proceedings for that purpose shall have been initiated or threatened by the SEC and not withdrawn; and
- (h) Either the (i) the FINRA Approval shall have been obtained, which approval shall be in full force and effect, or (ii) thirty (30) days shall have passed since a substantially complete Continuing Membership Application shall have been submitted, and FINRA shall have notified the Company or its Subsidiaries that it does not intend to impose a material membership restriction on the Company Broker-Dealer Subsidiary in connection with the FINRA Approval.

Section 9.2. Conditions to Obligations of Acquiror and Merger Sub. The obligations of Acquiror and Merger Sub to consummate, or cause to be consummated, the Merger are subject to the satisfaction of the following additional conditions, any one or more of which may be waived in writing by Acquiror and Merger Sub:

(a) Each of the representations and warranties of the Company contained in this Agreement (disregarding any qualifications and exceptions contained therein relating to materiality, material adverse effect and Company Material Adverse Effect or any similar qualification or exception) shall be true and correct as of the Closing Date, except with respect to such representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct at and as of such date, except for, in each case, inaccuracies or omissions that would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect; and

(b) Each of the covenants of the Company to be performed as of or prior to the Closing shall have been performed in all material respects.

Section 9.3. Conditions to the Obligations of the Company. The obligation of the Company to consummate, or cause to be consummated, the Merger is subject to the satisfaction of the following additional conditions, any one or more of which may be waived in writing by the Company:

(a) Each of the representations and warranties of Acquiror contained in this Agreement (disregarding any qualifications and exceptions contained therein relating to materiality, material adverse effect or any similar qualification or exception) shall be true and correct as of the Closing Date, except with respect to such representations and warranties which speak as to an earlier date, which representations and warranties shall be true and correct at and as of such date, except for, in each case, inaccuracies or omissions that would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Acquiror or Acquiror's ability to consummate the transactions contemplated by this Agreement;

(b) Each of the covenants of Acquiror to be performed as of or prior to the Closing shall have been performed in all material respects;

(c) As of immediately following the Effective Time, the Board of Directors of Acquiror shall consist of the number of directors, and be otherwise constituted in accordance with Section 7.6; provided, that the Company shall have performed the covenants of the Company to be performed prior to the effectiveness of the Registration Statement pursuant to the proviso in Section 7.6(a);

(d) The Domestication shall have been completed as provided in Section 7.7 and a time-stamped copy of the certificate issued by the Secretary of State of the State of Delaware in relation thereto shall have been delivered to the Company;

(e) As of immediately following the Effective Time, no single stockholder of Acquiror (excluding any such stockholder of Acquiror that holds Company Capital Stock as of immediately prior to the Effective Time), will own greater than nine and nine-tenths percent (9.9%) of the then-issued and outstanding shares of Domesticated Acquiror Common Stock; and

(f) The Available Acquiror Cash shall be no less than the Minimum Available Acquiror Cash Amount.

ARTICLE X

TERMINATION/EFFECTIVENESS

Section 10.1. Termination. This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing:

- (a) by written consent of the Company and Acquiror;
- (b) by the Company or Acquiror if any Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which has become final and nonappealable and has the effect of making consummation of the Merger illegal or otherwise preventing or prohibiting consummation of the Merger;
- (c) by the Company if the Acquiror Shareholder Approval shall not have been obtained by reason of the failure to obtain the required vote at the Acquiror Shareholders' Meeting duly convened therefor or at any adjournment or postponement thereof;
- (d) by the Company if there has been a Modification in Recommendation;
- (e) by written notice to the Company from Acquiror if (i) there is any breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement, such that the conditions specified in Section 9.2(a) or Section 9.2(b) would not be satisfied at the Closing (a "Terminating Company Breach"), except that, if such Terminating Company Breach is curable by the Company through the exercise of its reasonable best efforts, then, for a period of up to thirty (30) days after receipt by the Company of notice from Acquiror of such breach, but only as long as the Company continues to use its reasonable best efforts to cure such Terminating Company Breach (the "Company Cure Period"), such termination shall not be effective, and such termination shall become effective only if the Terminating Company Breach is not cured within the Company Cure Period, or (ii) the Closing has not occurred on or before the Agreement End Date, unless Acquiror is in material breach hereof;
- (f) by Acquiror if the Company Stockholder Approvals shall not have been obtained within five (5) Business Days after the Registration Statement is declared effective by the SEC and delivered or otherwise made available to stockholders; or
- (g) by written notice to Acquiror from the Company if (i) there is any breach of any representation, warranty, covenant or agreement on the part of Acquiror or Merger Sub set forth in this Agreement, such that the conditions specified in Section 9.3(a) and Section 9.3(b) would not be satisfied at the Closing (a "Terminating Acquiror Breach"), except that, if any such Terminating Acquiror Breach is curable by Acquiror through the exercise of its reasonable best efforts, then, for a period of up to thirty (30) days after receipt by Acquiror of notice from the Company of such breach, but only as long as Acquiror continues to exercise such reasonable best efforts to cure such Terminating Acquiror Breach (the "Acquiror Cure Period"), such termination shall not be effective, and such termination shall become effective only if the Terminating Acquiror Breach is not cured within the Acquiror Cure Period or (ii) the Closing has not occurred on or before the Agreement End Date, unless the Company is in material breach hereof.

Section 10.2. Effect of Termination. In the event of the termination of this Agreement pursuant to Section 10.1, this Agreement shall forthwith become void and have no effect, without any liability on the part of any party hereto or its respective Affiliates, officers, directors or stockholders, other than liability of the Company, Acquiror or Merger Sub, as the case may be, for any willful and material breach of this Agreement occurring prior to such termination, except that the provisions of this Section 10.2 and Article XI and the Confidentiality Agreement shall survive any termination of this Agreement.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Trust Account Waiver. The Company acknowledges that Acquiror is a blank check company with the powers and privileges to effect a Business Combination. The Company further acknowledges that, as described in the prospectus dated October 8, 2020 (the “Prospectus”) available at www.sec.gov, substantially all of Acquiror assets consist of the cash proceeds of Acquiror’s initial public offering and private placements of its securities and substantially all of those proceeds have been deposited in a the trust account for the benefit of Acquiror, certain of its public stockholders and the underwriters of Acquiror’s initial public offering (the “Trust Account”). The Company acknowledges that it has been advised by Acquiror that, except with respect to interest earned on the funds held in the Trust Account that may be released to Acquiror to pay its franchise Tax, income Tax and similar obligations, the Trust Agreement provides that cash in the Trust Account may be disbursed only (i) if Acquiror completes the transactions which constitute a Business Combination, then to those Persons and in such amounts as described in the Prospectus; (ii) if Acquiror fails to complete a Business Combination within the allotted time period and liquidates, subject to the terms of the Trust Agreement, to Acquiror in limited amounts to permit Acquiror to pay the costs and expenses of its liquidation and dissolution, and then to Acquiror’s public stockholders; and (iii) if Acquiror holds a shareholder vote to amend Acquiror’s amended and restated memorandum and articles of association to modify the substance or timing of the obligation to redeem 100% of Acquiror Common Shares if Acquiror fails to complete a Business Combination within the allotted time period, then for the redemption of any Acquiror Common Shares properly tendered in connection with such vote. For and in consideration of Acquiror entering into this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Company hereby irrevocably waives any right, title, interest or claim of any kind they have or may have in the future in or to any monies in the Trust Account and agree not to seek recourse against the Trust Account or any funds distributed therefrom as a result of, or arising out of, this Agreement and any negotiations, Contracts or agreements with Acquiror; provided, that (x) nothing herein shall serve to limit or prohibit the Company’s right to pursue a claim against Acquiror for legal relief against monies or other assets held outside the Trust Account, for specific performance or other equitable relief in connection with the consummation of the transactions (including a claim for Acquiror to specifically perform its obligations under this Agreement and cause the disbursement of the balance of the cash remaining in the Trust Account (after giving effect to the Acquiror Share Redemptions) to the Company in accordance with the terms of this Agreement and the Trust Agreement) so long as such claim would not affect Acquiror’s ability to fulfill its obligation to effectuate the Acquiror Share Redemptions, or for fraud and (y) nothing herein shall serve to limit or prohibit any claims that the Company may have in the future against Acquiror’s assets or funds that are not held in the

Trust Account (including any funds that have been released from the Trust Account and any assets that have been purchased or acquired with any such funds).

Section 11.2. Waiver. Any party to this Agreement may, at any time prior to the Closing, by action taken by its Board of Directors, Board of Managers, Managing Member or other officers or Persons thereunto duly authorized, (a) extend the time for the performance of the obligations or acts of the other parties hereto, (b) waive any inaccuracies in the representations and warranties (of another party hereto) that are contained in this Agreement or (c) waive compliance by the other parties hereto with any of the agreements or conditions contained in this Agreement, but such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party granting such extension or waiver.

Section 11.3. Notices. All notices and other communications among the parties shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (iii) when delivered by FedEx or other nationally recognized overnight delivery service, or (iv) when delivered by email (in each case in this clause (iv), solely if receipt is confirmed, but excluding any automated reply, such as an out-of-office notification), addressed as follows:

(a) If to Acquiror or Merger Sub prior to the Closing, or to Acquiror after the Effective Time, to:

Social Capital Hedosophia Holdings Corp. V
317 University Avenue, Suite 200
Palo Alto, California 94301
Attention: Steve Trieu, Chief Financial Officer
Email: steve@socialcapital.com

with copies to (which shall not constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, New York 10001
Attention: Howard L. Ellin
Christopher M. Barlow
Email: howard.ellin@skadden.com
christopher.barlow@skadden.com

(b) If to the Company prior to the Closing, or to the Surviving Corporation after the Effective Time, to:

Social Finance, Inc.
234 1st Street
San Francisco, California 94105
Attention: Christopher Lapointe, Chief Financial Officer
Email: clapointe@sofi.org

with a copy to:

Social Finance, Inc.
234 1st Street
San Francisco, California 94105
Attention: Robert Lavet, General Counsel
Email: rlavet@sofi.org

with copies to each of (which shall not constitute notice):

Wachtell, Lipton, Rosen & Katz
51 W. 52nd Street
New York, New York 10019
Attention: Raaj S. Narayan
Email: rsnarayan@wlrk.com

Goodwin Procter LLP
100 Northern Avenue
Boston, Massachusetts 02210
Attention: Jocelyn M. Arel
Email: jarel@goodwinlaw.com

or to such other address or addresses as the parties may from time to time designate in writing. Copies delivered solely to outside counsel shall not constitute notice.

Section 11.4. Assignment. No party hereto shall assign this Agreement or any part hereof without the prior written consent of the other parties and any such transfer without prior written consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

Section 11.5. Rights of Third Parties. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the parties hereto, any right or remedies under or by reason of this Agreement; provided, however, that the D&O Indemnified Parties and the past, present and future directors, managers, officers, employees, incorporators, members, partners, stockholders, Affiliates, agents, attorneys, advisors and representatives of the parties, and any Affiliate of any of the foregoing (and their successors, heirs and representatives), are intended third-party beneficiaries of, and may enforce, Section 11.16.

Section 11.6. Expenses. Except as otherwise set forth in this Agreement, each party hereto shall be responsible for and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, including all fees of its legal counsel, financial advisers and accountants; provided, that if the Closing shall occur, Acquiror shall (x) pay or cause to be paid, the Unpaid Transaction Expenses, and (y) pay or cause to be paid, any Acquiror Transaction Expenses, in each of case (x) and (y), in accordance with Section 2.4(c). For the avoidance of doubt, any payments to be made (or to cause to be made) by Acquiror pursuant to this Section 11.6 shall be paid upon consummation of the Merger and release of proceeds from the Trust Account.

Section 11.7. Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of Laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction.

Section 11.8. Headings; Counterparts. The headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11.9. Company and Acquiror Disclosure Letters. The Company Disclosure Letter and the Acquiror Disclosure Letter (including, in each case, any section thereof) referenced herein are a part of this Agreement as if fully set forth herein. Any disclosure made by a party in the applicable Disclosure Letter, or any section thereof, with reference to any section of this Agreement or section of the applicable Disclosure Letter shall be deemed to be a disclosure with respect to such other applicable sections of this Agreement or sections of applicable Disclosure Letter if it is reasonably apparent on the face of such disclosure that such disclosure is responsive to such other section of this Agreement or section of the applicable Disclosure Letter. Certain information set forth in the Disclosure Letters is included solely for informational purposes and may not be required to be disclosed pursuant to this Agreement. The disclosure of any information shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with the representations and warranties made in this Agreement, nor shall such information be deemed to establish a standard of materiality.

Section 11.10. Entire Agreement. (a) This Agreement (together with the Company Disclosure Letter and the Acquiror Disclosure Letter), (b) the Sponsor Support Agreement and Company Holders Support Agreement (the “Ancillary Agreements”) and (c) the Confidentiality Agreement, dated as of November 21, 2020, between Acquiror and the Company or its Affiliate (the “Confidentiality Agreement”) constitute the entire agreement among the parties to this Agreement relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the parties hereto or any of their respective Subsidiaries relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings, agreements, oral or otherwise, relating to the transactions contemplated hereby exist between such parties except as expressly set forth in this Agreement and the Ancillary Agreements.

Section 11.11. Amendments. This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed in the same manner as this Agreement and which makes reference to this Agreement.

Section 11.12. Publicity.

(a) All press releases or other public communications relating to the transactions contemplated hereby, and the method of the release for publication thereof, shall prior to the Closing be subject to the prior mutual approval of Acquiror and the Company, which

approval shall not be unreasonably withheld by any party; provided, that no party shall be required to obtain consent pursuant to this Section 11.12(a) to the extent any proposed release or statement is substantially equivalent to the information that has previously been made public without breach of the obligation under this Section 11.12(a).

(b) The restriction in Section 11.12(a) shall not apply to the extent the public announcement is required by applicable securities Law, any Governmental Authority or stock exchange rule; provided, however, that in such an event, the party making the announcement shall use its commercially reasonable efforts to consult with the other party in advance as to its form, content and timing. Disclosures resulting from the parties' efforts to obtain approval or early termination under the HSR Act and to make any relating filing shall be deemed not to violate this Section 11.12.

Section 11.13. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the parties.

Section 11.14. Jurisdiction; Waiver of Jury Trial.

(a) Any proceeding or Action based upon, arising out of or related to this Agreement or the transactions contemplated hereby must be brought in the Court of Chancery of the State of Delaware (or, to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware), or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties irrevocably and unconditionally (i) consents and submits to the exclusive jurisdiction of each such court in any such proceeding or Action, (ii) waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, (iii) agrees that all claims in respect of the proceeding or Action shall be heard and determined only in any such court, and (iv) agrees not to bring any proceeding or Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law or to commence Legal Proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action, suit or proceeding brought pursuant to this Section 11.14.

(b) EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT

OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 11.15. Enforcement. The parties hereto agree that irreparable damage could occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specific enforcement of the terms and provisions of this Agreement, in addition to any other remedy to which any party is entitled at law or in equity. In the event that any Action shall be brought in equity to enforce the provisions of this Agreement, no party shall allege, and each party hereby waives the defense, that there is an adequate remedy at law, and each party agrees to waive any requirement for the securing or posting of any bond in connection therewith.

Section 11.16. Non-Recourse. Except in the case of claims against a Person in respect of such Person's actual fraud:

(a) this Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby may only be brought against, the Company, Acquiror and Merger Sub as named parties hereto; and

(b) except to the extent a party hereto (and then only to the extent of the specific obligations undertaken by such party hereto), (i) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of the Company, Acquiror or Merger Sub and (ii) no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor or representative or Affiliate of any of the foregoing shall have any liability (whether in Contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of the Company, Acquiror or Merger Sub under this Agreement for any claim based on, arising out of, or related to this Agreement or the transactions contemplated hereby.

Section 11.17. Non-Survival of Representations, Warranties and Covenants. Except (x) as otherwise contemplated by Section 10.2, or (y) in the case of claims against a Person in respect of such Person's actual fraud, all of the representations, warranties, covenants, obligations or other agreements in this Agreement or in any certificate, statement or instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants, obligations, agreements and other provisions, shall not survive the Closing and shall terminate and expire upon the occurrence of the Effective Time (and there shall be no liability after the Closing in respect thereof), except for (a) those covenants and agreements contained herein that by their terms expressly apply in whole or in part after the Closing and then only with respect to any breaches occurring after the Closing and (b) this Article XI.

Section 11.18. Legal Representation.

(a) Acquiror hereby agrees on behalf of its directors, members, partners, officers, employees and Affiliates and each of their respective successors and assigns (including

after the Closing, the Surviving Corporation) (all such parties, the “Wachtell Lipton Waiving Parties”), that Wachtell, Lipton, Rosen & Katz (“Wachtell Lipton”) may represent the stockholders or holders of other equity interests of the Company or any of their respective directors, members, partners, officers, employees or Affiliates (other than the Surviving Corporation) (collectively, the “Wachtell Lipton WP Group”), in each case, solely in connection with any Action or obligation arising out of or relating to this Agreement, any Ancillary Agreement or the transactions contemplated hereby or thereby, notwithstanding its prior representation of the Company and its Subsidiaries or other Wachtell Lipton Waiving Parties, and each of Acquiror and the Company on behalf of itself and the Wachtell Lipton Waiving Parties hereby consents thereto and irrevocably waives (and will not assert) any conflict of interest, breach of duty or any other objection arising from or relating to Wachtell Lipton’s prior representation of the Company, its Subsidiaries or of Wachtell Lipton Waiving Parties. Acquiror and the Company, for itself and the Wachtell Lipton Waiving Parties, hereby further irrevocably acknowledges and agrees that all privileged communications, written or oral, between the Company and its Subsidiaries or any member of the Wachtell Lipton WP Group and Wachtell Lipton, made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Action arising out of or relating to, this Agreement, any Ancillary Agreements or the transactions contemplated hereby or thereby, or any matter relating to any of the foregoing, are privileged communications that do not pass to the Surviving Corporation notwithstanding the Merger, and instead survive, remain with and are controlled by the Wachtell Lipton WP Group (the “Wachtell Lipton Privileged Communications”), without any waiver thereof. Acquiror and the Company, together with any of their respective Affiliates, Subsidiaries, successors or assigns, agree that no Person may use or rely on any of the Wachtell Lipton Privileged Communications, whether located in the records or email server of the Surviving Corporation and its Subsidiaries, in any Action against or involving any of the parties after the Closing, and Acquiror and the Company agree not to assert that any privilege has been waived as to the Wachtell Lipton Privileged Communications, by virtue of the Merger.

(b) Acquiror hereby agrees on behalf of its directors, members, partners, officers, employees and Affiliates and each of their respective successors and assigns (including after the Closing, the Surviving Corporation) (all such parties, the “Goodwin Waiving Parties”), that Goodwin Proctor LLP (“Goodwin”) may represent the stockholders or holders of other equity interests of the Company or any of their respective directors, members, partners, officers, employees or Affiliates (other than the Surviving Corporation) (collectively, the “Goodwin WP Group”), in each case, solely in connection with any Action or obligation arising out of or relating to this Agreement, any Ancillary Agreement or the transactions contemplated hereby or thereby, notwithstanding its prior representation of the Company and its Subsidiaries or other Goodwin Waiving Parties, and each of Acquiror and the Company on behalf of itself and the Goodwin Waiving Parties hereby consents thereto and irrevocably waives (and will not assert) any conflict of interest, breach of duty or any other objection arising from or relating to Goodwin’s prior representation of the Company, its Subsidiaries or of Goodwin Waiving Parties. Acquiror and the Company, for itself and the Goodwin Waiving Parties, hereby further irrevocably acknowledges and agrees that all privileged communications, written or oral, between the Company and its Subsidiaries or any member of the Goodwin WP Group and Goodwin, made in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Action arising out of or relating to, this Agreement, any Ancillary Agreements or the transactions contemplated hereby or thereby, or any matter relating to any of the foregoing, are privileged communications that do not pass to the Surviving Corporation notwithstanding the Merger, and

instead survive, remain with and are controlled by the Goodwin WP Group (the “Goodwin Privileged Communications”), without any waiver thereof. Acquiror and the Company, together with any of their respective Affiliates, Subsidiaries, successors or assigns, agree that no Person may use or rely on any of the Goodwin Privileged Communications, whether located in the records or email server of the Surviving Corporation and its Subsidiaries, in any Action against or involving any of the parties after the Closing, and Acquiror and the Company agree not to assert that any privilege has been waived as to the Goodwin Privileged Communications, by virtue of the Merger.

(c) Each of Acquiror and the Company hereby agrees on behalf of its directors, members, partners, officers, employees and Affiliates and each of their respective successors and assigns (including after the Closing, the Surviving Corporation) (all such parties, the “Skadden Waiving Parties”), that Skadden, Arps, Slate, Meagher & Flom LLP (“Skadden”) may represent the stockholders or holders of other equity interests of the Sponsor or of Acquiror or any of their respective directors, members, partners, officers, employees or Affiliates (other than the Surviving Corporation) (collectively, the “Skadden WP Group”), in each case, solely in connection with any Action or obligation arising out of or relating to this Agreement, any Ancillary Agreement or the transactions contemplated hereby or thereby, notwithstanding its prior representation of the Sponsor, Acquiror and its Subsidiaries, or other Skadden Waiving Parties. Each of Acquiror and the Company, on behalf of itself and the Skadden Waiving Parties, hereby consents thereto and irrevocably waives (and will not assert) any conflict of interest, breach of duty or any other objection arising from or relating to Skadden’s prior representation of the Sponsor, Acquiror and its Subsidiaries, or other Skadden Waiving Parties. Each of Acquiror and the Company, for itself and the Skadden Waiving Parties, hereby further irrevocably acknowledges and agrees that all privileged communications, written or oral, between the Sponsor, Acquiror, or its Subsidiaries, or any other member of the Skadden WP Group, on the one hand, and Skadden, on the other hand, made prior to the Closing, in connection with the negotiation, preparation, execution, delivery and performance under, or any dispute or Action arising out of or relating to, this Agreement, any Ancillary Agreements or the transactions contemplated hereby or thereby, or any matter relating to any of the foregoing, are privileged communications that do not pass to the Surviving Corporation notwithstanding the Merger, and instead survive, remain with and are controlled by the Skadden WP Group (the “Skadden Privileged Communications”), without any waiver thereof. Acquiror and the Company, together with any of their respective Affiliates, Subsidiaries, successors or assigns, agree that no Person may use or rely on any of the Skadden Privileged Communications, whether located in the records or email server of the Surviving Corporation and its Subsidiaries, in any Action against or involving any of the parties after the Closing, and Acquiror and the Company agree not to assert that any privilege has been waived as to the Skadden Privileged Communications, by virtue of the Merger.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties have hereunto caused this Agreement to be duly executed as of the date first above written.

SOCIAL FINANCE, INC.

DocuSigned by:
By: Anthony Noto
938384B9A1CA4C5...
Name: Anthony Noto
Title: Chief Executive Officer

IN WITNESS WHEREOF the parties have hereunto caused this Agreement to be duly executed as of the date first above written.

**SOCIAL CAPITAL HEDOSOPHIA
HOLDINGS CORP. V**

By: Chamath Palihapitiya
Name: Chamath Palihapitiya
Title: Chief Executive Officer

PLUTUS MERGER SUB INC.

By: Chamath Palihapitiya
Name: Chamath Palihapitiya
Title: Chief Executive Officer

COMPANY DISCLOSURE LETTER
to
AGREEMENT AND PLAN OF MERGER
by and among
SOCIAL CAPITAL HEDOSOPHIA HOLDINGS CORP. V
PLUTUS MERGER SUB INC.,
and
SOCIAL FINANCE, INC.
dated as of January 7, 2021

This Company Disclosure Letter, including the exhibits and attachments hereto (collectively, this “Company Disclosure Letter”), is being furnished in connection with the execution and delivery of that certain Agreement and Plan of Merger, dated as of January 7, 2021 (the “Agreement”), by and among Social Capital Hedosophia Holdings Corp. V, a Cayman Islands exempted company limited by shares (“Acquiror”), Plutus Merger Sub Inc., a Delaware corporation and a direct wholly owned subsidiary of Acquiror (“Merger Sub”) and Social Finance, Inc., a Delaware corporation (the “Company”). Unless otherwise defined herein, all capitalized terms used in this Company Disclosure Letter shall have the respective meanings given to such terms in the Agreement.

No reference to or disclosure of any fact, item, circumstance, transaction, event or other matter in this Company Disclosure Letter shall be construed as an admission or indication that such fact, item, circumstance, transaction, event or other matter is or is not “material,” would or would not have, or would or would not reasonably be expected to have, individually or in the aggregate, a “material adverse effect” or a Company Material Adverse Effect, or is or is not in the ordinary course of business, or that such fact, item, circumstance, transaction, event or other matter is required to be referred to or disclosed in this Company Disclosure Letter. In addition, matters reflected in this Company Disclosure Letter shall not be used as a basis for interpreting the terms “material adverse effect,” “Company Material Adverse Effect,” “material,” “materially” or any other similar term in the Agreement. No disclosure in this Company Disclosure Letter relating to any possible breach or violation of any agreement or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

This Company Disclosure Letter and the information and disclosures contained in this Company Disclosure Letter shall not be deemed representations, warranties, covenants or agreements of the Company, except as and to the extent expressly provided in the Agreement, and any such representations, warranties, covenants or agreements are qualified in their entirety by reference to the specific provisions of the Agreement. This Company Disclosure Letter and the information and disclosures contained in this Company Disclosure Letter shall not be deemed to expand in any way the scope of any of such representations, warranties or covenants.

Notwithstanding anything to the contrary contained in this Company Disclosure Letter or in the Agreement, any disclosure contained in this Company Disclosure Letter, or any section hereof, with reference to any section of the Agreement or section of this Company Disclosure Letter shall be deemed to be a disclosure with respect to such other applicable sections of the Agreement or sections of this Company Disclosure Letter if it is reasonably apparent on the face of such disclosure that such disclosure is responsive to such other sections of the Agreement or sections of this Company Disclosure Letter. The headings contained in this Company Disclosure Letter are included for convenience only, and are not intended to (i) modify, limit or effect any of the disclosures contained in this Company Disclosure Letter, (ii) be considered in construing or interpreting any of the disclosures contained in this Company Disclosure Letter or (iii) expand the scope of the information required to be disclosed in this Company Disclosure Letter.

References in this Company Disclosure Letter to particular documents shall be deemed to incorporate, and descriptions of particular documents are qualified in their entirety by reference to, such documents. References in this Company Disclosure Letter to any agreement include references to such agreement’s exhibits, schedules and any amendments thereto. Where the terms

of a contract, agreement or other disclosure item have been referenced, summarized or described, such reference, summary or description does not purport to be a complete statement of the terms of such contract, agreement or disclosure item and such disclosures are qualified in their entirety by the specific details of such contract, agreement or disclosure item.

This Company Disclosure Letter contains confidential and proprietary information of the Company that is being provided to the Acquiror and Merger Sub subject to Acquiror's obligations and the limitations set forth in the Confidentiality Agreement.

The information contained herein is disclosed in confidence for the purposes contemplated in the Agreement. In disclosing the information in this Company Disclosure Letter, each of the Company and its Affiliates expressly does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein.

Section 1.1(a)
Key Holders

1. SB Sonic HoldCo UK
2. SoftBank Group Capital Limited
3. Clay and Marie Wilkes
4. Red Crow Capital, LLC
5. Silver Lake Partners IV, L.P.
6. Silver Lake Technology Investors IV (Delaware II), L.P.
7. Anthony Noto
8. Christopher Lapointe
9. Michelle Gill
10. Micah Heavener
11. Robert Lavet
12. Jennifer Nuckles
13. Maria Renz
14. Assaf Ronen
15. Lauren Stafford Webb
16. Aaron Webster
17. Clayton Wilkes
18. Tom Hutton
19. Steven Freiberg
20. Clara Liang
21. Magdalena Yesil

Section 1.1(b)
Requisite Company Stockholders

1. Section 1.1(a) of this Company Disclosure Letter is incorporated herein by reference.
2. QIA FIG Holding LLC
3. William Tanona
4. Anna Avalos
5. Peter Hartigan
6. The Hartigan Family Trust
7. T. Rowe Price Growth Stock Fund, Inc.
8. Seasons Series Trust - SA T. Rowe Price Growth Stock Portfolio
9. Voya Partners, Inc. - VY T. Rowe Price Growth Equity Portfolio
10. Brighthouse Funds Trust II - T. Rowe Price Large Cap Growth Portfolio
11. Lincoln Variable Insurance Products Trust - LVIP T. Rowe Price Growth Stock Fund
12. T. Rowe Price Growth Stock Trust
13. Prudential Retirement Insurance and Annuity Company
14. Aon Savings Plan Trust
15. Caleres, Inc. Retirement Plan
16. Colgate Palmolive Employees Savings and Investment Plan Trust
17. Brinker Capital Destinations Trust - Destinations Large Cap Equity Fund
18. Alight Solutions LLC 401K Plan Trust
19. MassMutual Select Funds - MassMutual Select T. Rowe Price Large Cap Blend Fund
20. Legacy Health Employees' Retirement Plan
21. Legacy Health
22. T. Rowe Price Global Stock Fund
23. TWU Superannuation Fund
24. T. Rowe Price Global Focused Growth Equity Fund

25. The Board of Trustees of the National Provident Fund in its capacity as trustee of the O Fund of the Global Asset Trust
26. Government Superannuation Fund
27. Superannuation Funds Management Corporation of South Australia
28. Superannuation Funds Management Corporation of South Australia
29. Hostplus Pooled Superannuation Trust
30. Union Pacific Corporation Master Retirement Trust
31. UniSuper
32. T. Rowe Price Global Focused Growth Equity Pool
33. Arkansas Teacher Retirement System
34. T. Rowe Price Financial Services Fund, Inc.
35. T. Rowe Price Mid-Cap Growth Fund, Inc.
36. T. Rowe Price Institutional Mid-Cap Equity Growth Fund
37. T. Rowe Price Mid-Cap Growth Portfolio
38. T. Rowe Price U.S. Equities Trust
39. Great-West Funds, Inc. - Great-West T. Rowe Price Mid Cap Growth Fund
40. TD Mutual Funds - TD U.S. Mid-Cap Growth Fund
41. MassMutual Select Funds - MassMutual Select Mid Cap Growth Fund
42. MML Series Investment Fund - MML Mid Cap Growth Fund
43. Brighthouse Funds Trust I - T. Rowe Price Mid Cap Growth Portfolio
44. Marriott International, Inc. Pooled Investment Trust for Participant Directed Accounts
45. T. Rowe Price U.S. Mid-Cap Growth Equity Trust
46. L'Oreal USA, Inc. Employee Retirement Savings Plan
47. Costco 401(k) Retirement Plan
48. MassMutual Select Funds - MassMutual Select T. Rowe Price Small and Mid Cap Blend Fund

49. Equitas Holdings SPV LP

Section 1.3
Knowledge

1. Anthony Noto
2. Christopher Lapointe
3. Robert Lavet
4. William Tanona

Section 2.6
Directors and Officers

1. Directors

- a. Anthony Noto – Chief Executive Officer
- b. G. Thompson Hutton – Chairman of the Board
- c. Steven Freiberg – Independent Member
- d. Clara Liang – Independent Member
- e. Magdalena Yesil – Independent Member
- f. Clayton Wilkes – Red Crow Nominee
- g. Ahmed Al-Hammadi – QIA Nominee
- h. Michael Bingle – Silver Lake Nominee
- i. Michel Combes – SoftBank Nominee
- j. Carlos Medeiros – SoftBank Nominee
- k. [●] – Sponsor Independent Nominee
- l. [●] – Sponsor Independent Nominee
- m. [●] – Red Crow Independent Nominee

2. Officers

- a. Anthony Noto – Chief Executive Officer
- b. Christopher Lapointe – Chief Financial Officer
- c. Lauren Stafford Webb – Chief Marketing Officer
- d. Robert Lavet – General Counsel and Secretary
- e. Michelle Gill – Executive Vice President and Group Business Unit Leader – Lending and Capital Markets
- f. Jennifer Nuckles – Executive Vice President and Group Business Unit Leader – Partnerships, Content, @ Work, Relay and Protect
- g. Maria Renz – Executive Vice President and Group Business Unit Leader – Money, Invest and Credit Card

- h. Aaron Webster – Chief Risk Officer
- i. Assaf Ronen – Head of Engineering, Product and Design
- j. Clayton Wilkes – Chief Executive Officer of Galileo Financial Technologies, LLC (“Galileo”)

Section 4.2
Subsidiaries

1. The Company owns, as of the date hereof, 26,111.8576 (16.75627%) shares of common stock of Apex Clearing Holdings LLC.
2. The Company owns, as of the date hereof, 1.1% as of the date of acquisition of the preferred stock of Even Financial, Inc. and acquired, on December 21, 2020, up to 1,562,500 warrants for common stock of Even Financial.
3. The Company has the following Subsidiaries:
 - a. SoFi Lending Corp., a California corporation
 - i. SoFi Mortgage, LLC, a Delaware limited liability company, an inactive joint venture in which SoFi Lending Corp. and Stearns Ventures, LLC each owns 50% of the economic and voting interests. This entity ceased operations in April 2020 and its capital was distributed to the Company and Stearns Ventures, LLC other than a *de minimis* reserve pending dissolution of the entity.
 - ii. SoFi Credit Corp. LLC, a Delaware limited liability company
 - b. Galileo Financial Technologies, LLC, a Delaware limited liability company
 - i. One Global Finance, Inc., a Utah corporation
 - ii. PayXone, Inc., a Utah corporation
 - iii. First Vineyard, Inc., a Utah corporation
 - iv. Galileo Investment Advisers, LLC, a Utah limited liability company
 - v. Galileo FT of Mexico S.A. de C.V., a Mexico corporation
 - c. SoFi Australia Holding Pty Ltd., an Australian company
 - i. SoFi Australia Wealth Advisory Pty Ltd., an Australian company
 - ii. SoFi Australia Services Pty Ltd., an Australian company
 - iii. SoFi Australia Lending Pty Ltd., an Australian company
 - iv. SoFi Australia Originations Pty Ltd., an Australian company
 - d. SoFi Capital Advisors, LLC, a Delaware limited liability company
 - i. SoFi Ventures, LP, a Delaware limited partnership

- ii. SoFi Prime Income Fund, LP, a Delaware limited partnership (the “SoFi Prime Income Fund”)
 - iii. SoFi Capital Advisors (Cayman), LLC, a Cayman limited liability company
 - 1. SoFi Prime Income Fund (Cayman), LP, a Cayman limited partnership
- e. SoFi Digital Assets, LLC, a Delaware limited liability company
- f. Social Finance Life Insurance Agency LLC, a Delaware limited liability company
- g. SoFi Insurance Holding Corp., a California corporation
- h. SoFi International Hold Co., a Delaware corporation
 - i. SoFi Canada Lending Corp., a Canadian corporation
 - ii. SoFi Holdings (Hong Kong) Limited, a Hong Kong limited company
 - 1. SoFi Securities (Hong Kong) Limited, a Hong Kong limited company
 - 2. SoFi Services (Hong Kong) Limited, a Hong Kong limited company
 - 3. SoFi Social (Hong Kong) Limited, a Hong Kong limited company
 - 4. SoFi Crypto (Hong Kong) Limited, a Hong Kong limited company
 - 5. SoFi Singapore Pte Ltd., a Singapore limited liability company
 - 6. SoFi (UAE) Limited, a UAE limited liability company
- i. SoFi Securities LLC, a New York limited liability company
- j. SoFi Wealth LLC, a Delaware limited liability company

Section 4.4
No Conflict

1. Payments due under the Series 1 Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock of the Company (the “Series 1 Preferred Stock”) in connection with the execution of the Agreement.
2. Item 5 in Section 4.12(a)(ii) of this Company Disclosure Letter is incorporated herein by reference.
3. The transactions contemplated by the Agreement will result in the deemed “assignment” (as defined in the Investment Advisers Act of 1940) of the advisory agreements between SoFi Wealth, LLC and SoFi Capital Advisors, LLC and their respective advisory clients, and will require the Company and each of SoFi Wealth, LLC and SoFi Capital Advisors, LLC to seek the consent of such advisory clients to such deemed “assignment” (as defined in the Investment Advisers Act of 1940) in accordance with each applicable advisory agreement.
4. Section 4.5 of this Company Disclosure Letter is incorporated herein by reference.

Section 4.5
Governmental Authorities; Approvals

1. The transactions contemplated by the Agreement may require the Company and/or its Subsidiaries to file change-of-control applications, in the event of a change in voting ownership of 10% or greater, and/or notices with certain states where the Company and/or its Subsidiaries maintain lending, servicing, money transmitter and/or other related licenses, including Alaska, California, Colorado, Connecticut, Delaware, Idaho, Indiana, Iowa, Florida, Georgia, Kentucky, Louisiana, Maryland, Massachusetts, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, West Virginia, Wisconsin and Wyoming.
2. The transactions contemplated by the Agreement will require the Company to give notice to the Federal Trade Commission (the “FTC”) under the terms of the Consent Agreement (as defined below).
3. The transactions contemplated by the Agreement will require the Company to obtain approval from the Financial Industry Regulatory Authority (“FINRA”), a self-regulatory organization of which SoFi Securities, LLC (“SoFi Securities”), is a member, as a result of the indirect change in control of SoFi Securities, LLC in connection with such transactions.

Section 4.6(a)
Capitalization of the Company

1. Sixth Amended and Restated Investors' Rights Agreement, dated as of May 29, 2019, by and among Social Finance, Inc., Michael S. Cagney, Daniel J. Macklin, Sir Ian Brady, and James R. Finnigan (including any trust established for the benefit of the foregoing persons), the holders of outstanding capital stock of the Company listed on Schedule 1 thereto, the purchasers of Series H Preferred Stock of the Company listed on Schedule 2 thereto (the "New Investors") and, solely for certain purposes therein, the New Investors who were purchasers of Series 1 Preferred Stock of the Company listed on Schedule 3 thereto, as amended by that certain Omnibus Amendment to Preferred Stock Financing Agreements, dated as of May 14, 2020 (the "May 2020 Omnibus Agreement"), and that certain Second Omnibus Amendment to Preferred Stock Financing Agreements, dated as of December 30, 2020 (the "December 2020 Omnibus Agreement," and collectively with the May 2020 Omnibus Agreement, the "Omnibus Agreements") (the "Investors' Rights Agreement").
2. Sixth Amended and Restated Right of First Refusal, dated as of May 29, 2019, between Social Finance, Inc. and the Investors party thereto, as amended by the Omnibus Agreements (the "Right of First Refusal Agreement").
3. Eighth Amended and Restated Voting Agreement, dated as of May 29, 2019, between Social Finance, Inc. and the Investors party thereto, as amended by the Omnibus Agreements (the "Voting Agreement").
4. Series 1 Investors' Agreement, dated as of May 29, 2019, by and among the Company and the holders of Series 1 Preferred Stock party thereto, as amended by the Omnibus Agreements (the "Series 1 Investors' Agreement").

Section 4.6(c)
Capitalization of the Company

1. Common Stock Purchase Agreement, dated as of December 30, 2020, by and between Social Finance, Inc. and the Purchasers listed on Exhibit A attached thereto (the “TRP Purchase Agreement”).
2. The Investors’ Rights Agreement.
3. The Series 1 Investors’ Agreement.
4. The Right of First Refusal Agreement.
5. The Voting Agreement.
6. On May 29, 2019, the Company issued 6,983,585 Warrants for the purchase of Series H Preferred Stock.
7. Pursuant to the Advisor Agreement, dated as of March 10, 2020 (the “Olivehms Effective Date”) (the “Olivehms Advisor Agreement”), between the Company and Olivehms LLC, as advisor, the Company offered Olivehms LLC a range of 45,000 RSUs of the Company’s Common Stock plus a bonus award of up to an additional 45,000 RSUs of the Company’s Common Stock for reach certain benchmarks set forth in the Olivehms Advisor Agreement. The RSU award to Olivehms will vest immediately upon completion of the Olivehms Advisor Agreement. The offer of RSUs under the Olivehms Advisor Agreement is subject to approval by the Stock Committee of the Board of Directors of Social Finance, Inc. (the “Board”). The Olivehms Advisor Agreement is for a term of five months from January 1, 2020.
8. Pursuant to the Advisor Agreement, dated as of March 30, 2020 (the “LZhang Effective Date”) (the “LZhang Advisor Agreement”), between the Company, Purview Investments and Linda Zhang, as advisor, the Company offered Linda Zhang 10,000 RSUs of the Company’s Common Stock. The RSU award to Linda Zhang will vest on a quarterly basis, based upon Linda Zhang’s continued service to the Company. The offer of RSUs under the LZhang Advisor Agreement is subject to approval by the Stock Committee of the Board. The LZhang Advisor Agreement is for a term of four years from the LZhang Effective Date.
9. Pursuant to the Master Services Agreement dated June 3, 2020, as amended by Amendment No. 1 to Statement of Work dated August 27, 2020, as amended by Amendment No. 2 to Statement of Work dated December 3, 2020 (the “RAlfonsi Effective Date”) (as amended, the “RAlfonsi Advisor Agreement”), between the Company, Galileo and Richard Alfonsi, as advisor, the Company offered Richard Alfonsi 826 RSUs of the Company’s Common Stock per month of service. The RSU award to Richard Alfonsi will vest in full upon completion of Richard Alfonsi’s service to Galileo. The offer of RSUs under the RAlfonsi Advisor Agreement is subject to approval by the Stock Committee of the Board. The RAlfonsi Advisor Agreement is for a term of eight months from the Alfonsi Effective Date.

10. Pursuant to the Addendum dated November 24, 2020 (the “JHayes Addendum Effective Date”) to the Amended and Restated Advisor Agreement (as amended, the “JHayes Addendum”), between the Company and John Hayes, as advisor, the Company offered John Hayes 25,000 RSUs of the Company’s Common Stock. The RSU award to John Hayes will vest monthly in 24 installments based on John Hayes continued service to the Company. The offer of RSUs under the JHayes Addendum is subject to approval by the Stock Committee of the Board. The JHayes Addendum is for a term of approximately two years from the JHayes Addendum Effective Date.
11. On April 28, 2020, the Company issued 1,101,306 shares of common stock to the stockholders of SoFi Holdings (Hong Kong) Limited (formerly 8 Limited), a Hong Kong limited company (“SoFi Hong Kong”), as consideration for the acquisition of 100% of the outstanding stock of SoFi Hong Kong and shall issue up to an additional 194,350 shares of common stock following an escrow period of 18 months.
12. In connection with the Company’s offering of Series H Preferred Stock and warrants to purchase shares of Series H Preferred Stock on May 29, 2019, (a) the conversion price of the Series F Preferred Stock of the Company was decreased from \$15.7763 per share to \$15.7525 per share and (b) the conversion price of the Series G Preferred Stock of the Company was decreased from \$17.1842 per share to \$17.0618 per share.
13. The Company in the ordinary course offers restricted stock units of the Company’s Common Stock (each, an “RSU”) as part of its employees’ compensation. In each case, the offer of RSUs is subject to approval by the Compensation Committee or the Stock Committee of the Board. The Company has offered 83 newly hired employees a total of 2,190,675 RSUs, that, in each case, remain subject to approval by the Compensation Committee or the Stock Committee of the Board. In addition, the Company has offered 16,500 RSUs to 6 employees for performance recognition, that remain subject to approval by the Compensation Committee or the Stock Committee of the Board.
14. The items set forth in Section 4.6(b) of the Agreement.

Section 4.7(b)
Capitalization of Subsidiaries

1. Item 3(a)(i) in Section 4.2 of this Company Disclosure Letter is incorporated herein by reference.

Section 4.8(a)
Financial Statements

1. Annex 4.8(a)(i) and Annex 4.8(a)(ii) to this Company Disclosure Letter are incorporated herein by reference.

Section 4.8(b)
Financial Statements

1. During preparation for its year-end financial statement audit, the Company identifies adjustments and finalizes positions on accounting methodologies, including with respect to the fair value adjustment of loans held by the Company's consolidated securitizations. This process could result in an increase in revenue and a reduction in net loss for the twelve-month period ending December 31, 2020, none of which are anticipated to be material to the Company or its Subsidiaries, taken as a whole.

Section 4.9
Undisclosed Liabilities

1. Securitizations made in the ordinary course of business that are not required to be reflected on the Financial Statements or disclosed in the notes thereto.
2. Section 4.10 of this Company Disclosure Letter is incorporated herein by reference.

Section 4.10
Litigation and Proceedings

1. On July 23, 2018, SoFi Lending Corp. signed a consent decree (the “Consent Agreement”) with the FTC related to the advertising of savings on the student loan product. This followed a Civil Investigative Demand from the FTC. The public comment period has expired and the agreement is now effective. There is no monetary penalty or customer restitution associated with the decree. SoFi Lending Corp. is required to annually certify compliance with the decree, and it must provide notice of the consent decree and obtain a certification from certain new hires involved in marketing for the Company.
2. FINRA commenced a Cause examination of SoFi Securities on July 23, 2019. The Cause examination resulted from SoFi Securities self-reporting fraud losses and high unauthorized ACH returns in the SoFi Money product in the spring of 2019. SoFi Securities has now substantially reduced fraud losses in SoFi Money and has brought the level of unauthorized returns below guidelines from the National Automated Clearing House Association. The FINRA exam team issued two findings from the examination, one a failure to supervise finding, and the second a finding that SoFi Securities had failed to comply with its AML Policy. We responded to the exam findings and FINRA referred the matter to its Enforcement Division. We met with Enforcement in September 2020 and explained why we believe the findings are incorrect. Enforcement has not taken any action against the firm as of this date.
3. In March of 2019, the SEC notified Company that it had commenced an informal inquiry into the decision by Company’s subsidiary, SoFi Wealth LLC (“SoFi Wealth”), to substitute certain SoFi-themed exchange traded funds (“ETFs”) for other ETFs in the accounts of SoFi Wealth customers (the “ETF Substitution”). The inquiry followed press reports stating that SoFi Wealth customers incurred taxes as a result of the ETF Substitution. The Company voluntarily remediated the tax effects of the ETF Substitution by making payments to all affected customers and notified the SEC of such voluntary action. The SEC took testimony from several Company representatives in the fall of 2019. There has been limited contact from the SEC since the fall of 2019 on this matter.
4. FINRA commenced a cause examination of SoFi Securities on November 27, 2020. The cause examination resulted from SoFi Securities self-reporting of a programming error in which coding for merchant returns was being credited twice by the firm. In addition, a number of account holders exploited this error and committed merchant credit fraud at certain large retailers by making multiple returns on the same or fake receipt at different locations. SoFi recovered \$0.4 million through ACH recoveries and clawed back \$0.9 million from 314 suspended accounts with positive balances. This left a net loss of \$5.1 million. The double credits took place from April 2020 to October 14, 2020. The Company is cooperating with the Secret Service which is attempting to recover from account holders who engaged in this fraud.
5. Juarez et al. v. SoFi Lending Corp. et al (U.S. District Court Northern District of California).

6. Carson-Pacific, LLC vs Galileo Financial Technologies, LLC (Omaha, Nebraska). Contract dispute which Carson has submitted to the American Arbitration Association. Amount in dispute is \$300,000. Galileo contracted with Carson to provide marketing services for a high interest debit account distributed by RIAs bearing an interest rate dependent on the Federal Funds rate. Due to the onset of the COVID-19 pandemic, the Federal Funds rate dropped dramatically, rendering the product unfeasible to provide. Carson has not performed its marketing obligations in full and Galileo informed Carson that, due to the product not being feasible to provide, it no longer required Carson's services. Nevertheless, Carson demanded payment in full and Galileo refused. The parties are in discussions to settle the matter but have not made progress.
7. Richards, et al. v. Chime Financial, Inc., Galileo Financial Technologies, LLC, et al. (U.S. District Court for the Northern District of California).
8. Jennifer Egli v. SoFi Lending Corp., et al. (U.S. District Court Western District of Washington).
9. Annie Donohue v. Lantern Credit LLC et. al. (Orange County, CA Superior Court).
10. Spotlight Management v. Social Finance, Inc. (State Court New York).
11. The Consumer Financial Protection Bureau ("CFPB") served a Civil Investigative Demand (the "CID") on Galileo dated March 26, 2020 relating to service disruptions that occurred at Chime Financial, Inc. ("Chime"), a digital bank and a customer of Galileo, in October 2019. The CFPB is attempting to determine whether (i) consumers were prevented from accessing funds in their accounts in a manner that is unfair, deceptive or abusive in violation of §§ 1031 and 1036 of the Consumer Financial Protection Act of 2010, 12 U.S.C. §§ 5531, 5536 or (ii) Galileo failed to follow the requirements of Regulation E, 12 C.F.R. Part 1005 Subpart A, implementing the Electronic Fund Transfer Act, 15 U.S.C. §1693 et. seq., principally the error-resolution requirements of 12 C.F.R. § 1005.11. The CFPB requested that Galileo keep the CID confidential. The purpose of the investigation is also to determine whether CFPB action to obtain legal or equitable relief would be in the public interest. Galileo provided a response to the CID on May 22, 2019 and a supplemental response on July 10, 2020. Galileo has had no further communications to or from the CFPB since that time.

Section 4.11
Legal Compliance

1. Section 4.10 of this Company Disclosure Letter is incorporated herein by reference.
2. The Company and its Subsidiaries are subject to routine examinations by state and local Governmental Authorities in the ordinary course in jurisdictions where the Company and/or its Subsidiaries are licensed to do business.
3. SoFi Lending Corp. has a mortgage banker's license in New York which requires a "Qualifying Individual" to be an officer of the licensed entity. The previous Qualifying Individual recently resigned from SoFi Lending Corp and our application to appoint a new Qualifying Individual is pending. Until the New York Department of Financial Services approves the new Qualifying Individual, SoFi Lending Corp. is not originating home loans in New York.
4. Student loan servicing license applications are pending in New Jersey, New York and Connecticut due to recently enacted licensing regulations in those states.
5. Consent Agreement and Order from the Commonwealth of Pennsylvania related to a mortgage servicing license for SoFi Lending Corp.
6. Mortgage lending license applications are pending in Alaska and West Virginia.
7. A money transmitter license is pending in Nevada.

Section 4.12(a)(i)
Contracts; No Defaults

1. PlanSource End User License Agreement and the Statement of Services, each dated as of September 29, 2017, by and between Plansource Benefits Administration, Inc. and Social Finance, Inc.
2. Google LLC Advertising Program Terms, dated November 1, 2019, by and between Google LLC and Social Finance, Inc.
3. Loan Origination Services Agreement, dated as of November 19, 2018, by and between Stearns Lending LLC and SoFi Lending Corp.
4. Master Purchase Agreement, dated as of March 1, 2018, by and between R.R. Donnelley & Sons Company and Social Finance, Inc.
5. All Facebook platform activity is governed by the following public terms:

[https://www.facebook.com/business/m/privacy-and data](https://www.facebook.com/business/m/privacy-and-data)
<https://www.facebook.com/terms.php>
https://www.facebook.com/legal/technology_terms
<https://www.facebook.com/policies/ads/>
<https://www.facebook.com/about/privacy>
<https://www.facebook.com/legal/policy/ccpa>
<https://www.facebook.com/legal/terms/customaudience>
https://m.facebook.com/policies/pages_groups_events/?_rdr
https://www.facebook.com/policies/ads/prohibited_content/discriminatory_practices;
https://www.facebook.com/legal/commercial_terms/update
https://www.facebook.com/legal/FB_Work_Privacy
https://www.facebook.com/legal/self_service_ads_terms/update
https://www.facebook.com/legal/controller_addendum
<https://www.facebook.com/legal/terms/dataprocessing/update>
https://www.facebook.com/legal/EU_data_transfer_addendum
6. Master Services Agreement, dated as of May 20, 2015, by and between Merkle Inc. and Social Finance, Inc.
7. Visavue Online Issuer Third Party Agent Participation Agreement, dated April 4, 2019, by and between VISA USA INC. and Social Finance, Inc.
8. Experian Standard Terms and Conditions, dated May 7, 2012, by and between Experian Information Solutions, Inc. and SoFi Lending Corp.
9. AWS Customer Agreement, dated as of October 14, 2015, by and between Amazon Web Services, Inc. and Social Finance, Inc.

10. Online Advertising Platform Agreement, dated as of October 28, 2014, by and between MightyHive, Inc. and Social Finance, Inc.
11. Platform and Service Agreement, dated as of June 4, 2020, by and between MightyHive, Inc. and Social Finance, Inc.
12. Lender Participation Agreement, dated as of January 16, 2020, by and between Credible Labs Inc. and SoFi Lending Corp.
13. Joint Marketing Agreement, dated as of December 11, 2018, by and between Social Finance, Inc., SoFi Lending Corp., and Credible Labs Inc.
14. Mutual Nondisclosure Agreement, dated as of April 21, 2018, by and between Social Finance, Inc. and Credible Labs Inc.
15. Stadium Complex Cornerstone Naming Rights and Sponsorship Agreement, dated as of September 14, 2019, by and between StadCo LA, LLC and Social Finance, Inc (the “Stadium Agreement”)
16. Amended and Restated Joint Marketing Agreement, dated as of May 5, 2017, by and between Social Finance, Inc., SoFi Lending Corp., NerdWallet, Inc., and NerdWallet Compare, Inc.
17. Joint Marketing Agreement, dated as of June 14, 2019, by and between Social Finance, Inc., SoFi Lending Corp., and NerdWallet Compare, Inc.
18. Solicitor Agreement, dated as of May 16, 2018, by and between NerdWallet, Inc. and SoFi Wealth, LLC
19. Social Finance, Inc. Joint Marketing Agreement, dated as of October 12, 2017, by and among LendingTree, LLC, the Company and SoFi Lending Corp.
20. Social Finance, Inc. Joint Marketing Agreement, dated as of August 6, 2019, by and among LendingTree, LLC, the Company and SoFi Lending Corp.

Section 4.12(a)(ii)
Contracts; No Defaults

1. Revolving Credit Agreement, dated as of September 27, 2018, by and between the Company, as borrower, the lenders and issuing banks party thereto, Goldman Sachs Bank USA, as the administrative agent, and Citibank, N.A. and Goldman Sachs Bank USA, as joint lead arrangers and joint bookrunners (the “Revolving Credit Agreement”).
2. Seller Subordinated Note, dated May 14, 2020, from the Company to stockholders of Galileo (the “Galileo Seller Note”).
3. Promissory Note, dated as of January 1, 2015, from SoFi Lending Corp to the Company.
4. Warehouse Financing Agreements, each as amended from time to time:
 - a. Student Loans
 - i. Credit Agreement between, among others, SoFi Lending Corp., SoFi Funding VII LLC and Bank of America, N.A., dated September 2, 2016.
 - ii. Amended and Restated Credit Agreement between, among others, SoFi Lending Corp., SoFi Funding VI LLC and Deutsche Bank AG, New York Branch, dated March 29, 2016.
 - iii. Loan and Security Agreement between SoFi Funding III LLC and East West Bank, dated July 26, 2013.
 - iv. Sixth Amended and Restated Credit Agreement between, among others, SoFi Lending Corp., SoFi Funding V LLC and Goldman Sachs Bank USA, dated January 30, 2020.
 - v. Credit Agreement between, among others, SoFi Lending Corp., SoFi Funding IX LLC and JPMorgan Chase Bank, N.A., dated July 3, 2018.
 - vi. Credit Agreement between, among others, SoFi Lending Corp., SoFi Funding VIII LLC and Mizuho Bank, Ltd., dated May 31, 2017.
 - vii. Second Amended and Restated Credit Agreement between, among others, SoFi Lending Corp., SoFi Funding I LLC and Morgan Stanley Bank, N.A., dated January 31, 2019.
 - b. Personal Loans
 - i. Credit Agreement, between, among others SoFi Lending Corp., SoFi Funding PL XII LLC and Barings Finance LLC, dated May 10, 2019.

- ii. Amended and Restated Credit Agreement between, among others, SoFi Lending Corp., SoFi Funding PL I, LLC and Citibank, N.A., dated June 8, 2018.
- iii. Credit Agreement between, among others, SoFi Lending Corp., SoFi Funding PL IX LLC and Citibank, N.A., dated August 23, 2018.
- iv. Second Amended and Restated Credit Agreement between, among others, SoFi Lending Corp., SoFi Funding PL II LLC and Deutsche Bank AG, New York Branch, dated April 17, 2019.
- v. Fourth Amended and Restated Credit Agreement between, among others, SoFi Lending Corp., SoFi Funding PL III LLC and Goldman Sachs Bank USA, dated January 30, 2020.
- vi. Credit Agreement between, among others, SoFi Lending Corp., SoFi Funding PL XIII LLC, and HSBC Bank USA, dated January 24, 2020.
- vii. Amended and Restated Credit Agreement between, among others, SoFi Lending Corp., SoFi Funding PL IV LLC and JPMorgan Chase Bank, N.A., dated September 16, 2016.
- viii. Credit Agreement between, among others, SoFi Lending Corp., SoFi Funding PL VI LLC and JPMorgan Chase Bank, N.A., dated June 2, 2017.
- ix. Credit Agreement between, among others, SoFi Lending Corp., SoFi Funding PL VII LLC and Mizuho Bank, Ltd., dated August 11, 2017.
- x. Credit Agreement between, among others, SoFi Lending Corp., SoFi Funding PL XI, LLC and Morgan Stanley Asset Funding Inc., dated January 14, 2019.
- xi. Credit Agreement between, among others, SoFi Lending Corp., SoFi Funding PL X, LLC and Royal Bank of Canada, dated February 22, 2019.

c. Mortgage Loans

- i. Amended and Restated Master Repurchase Agreement between SoFi Lending Corp. and BankUnited, N.A., dated August 30, 2018.

5. Risk Retention Repurchase Facilities, each as amended from time to time:

- a. Global Master Repurchase Agreement between SoFi RR Funding 1 LLC and Deutsche Bank, AG, dated December 19, 2017, and Fourth Amended and Restated Confirmation dated June 19, 2020.

- b. Master Repurchase Agreement between Social Finance, Inc. and Deutsche Bank AG, New York Branch, dated June 13, 2018, and Amended and Restated Confirmation dated June 27, 2018.
 - c. Global Master Repurchase Agreement and Confirmation between Social Finance, Inc. and Goldman Sachs & Co. LLC, dated April 5, 2018, and Amended and Restated Confirmation dated March 4, 2020.
 - d. Master Repurchase Agreement and Confirmation between Social Finance, Inc. Citigroup Global Markets Inc., dated July 2, 2019.
 - e. Master Repurchase Agreement and Confirmation between Social Finance, Inc., Wilmington Bank National Association, as trustee for SoFi RR Funding II Trust, and Cantor Fitzgerald & Co., dated December 2, 2019, as amended by the Amended and Restated Master Repurchase Confirmation, dated February 14, 2020.
 - f. Loan and Security Agreement between Social Finance, Inc., SoFi RR Funding III LLC, the several lenders party thereto from time to time, and Silicon Valley Bank, dated October 22, 2020.
6. Promissory Note, dated October 31, 2019, from Bank of America, N.A. to SoFi Lending Corp.
7. The Company or its subsidiaries guarantee the following obligations:
- a. Guaranty Agreement, dated June 6, 2016, by the Company, as guarantor of SoFi Lending Corp.'s obligations under that certain Repurchase Agreement, dated June 6, 2016, in favor of BankUnited, N.A.
 - b. Guaranty, dated April 19, 2017, by the Company, as guarantor of SoFi Lending Corp.'s obligations under that certain Flow Mortgage Loan Purchase and Interim Servicing Agreement, dated April 19, 2017, in favor of Ally Bank.
 - c. Guaranty, dated June 22, 2017, by the Company, as guarantor of SoFi Lending Corp.'s obligations under that certain Master Securities Forward Transaction Agreement, dated June 22, 2017, in favor of J.P. Morgan Securities LLC.
 - d. Guaranty, dated December 19, 2017, by the Company, as guarantor of SoFi RR Funding 1 LLC's obligations under that certain Global Master Repurchase Agreement, dated December 19, 2017, in favor of Deutsche Bank AG.
 - e. Guaranty Agreement, dated August 30, 2018, by the Company, as guarantor of SoFi Lending Corp.'s obligations under that certain Amended and Restated Master Repurchase Agreement, dated August 30, 2018, in favor of BankUnited, N.A.
 - f. Limited Guaranty and Indemnity Agreement, dated August 7, 2020, by the Company, as guarantor of SoFi Lending Corp.'s obligations under that certain Credit Agreement, dated August 7, 2020, in favor of BMO Capital Markets Corp.

- g. Guaranty, dated October 22, 2020, by the Company, as guarantor of SoFi RR Funding III LLC's obligations under that certain Loan and Security Agreement, dated October 22, 2020, in favor of Silicon Valley Bank.
 - h. Amended and Restated Subservicing Agreement, dated May 4, 2016, by and between Cenlar FSB and SoFi Lending Corp. and, with respect to the parent guaranty, the Company.
 - i. Guaranty, dated August 22, 2019, by the Company, as guarantor of SoFi Credit Corp, LLC, under that certain Receivables Sale Agreement in favor of The Bank of Missouri.
8. In the ordinary course of business and consistent with the practice of similarly situated originators, the Company and its Subsidiaries repurchase loans under all of their respective warehouses, securitizations and whole loan sale documents to the extent there is noncompliance with eligibility criteria or other breaches of certain representations and warranties therein.

Section 4.12(a)(iii)
Contracts; No Defaults

1. Asset Purchase Agreement, dated March 15, 2019, between the Company and Insolvency Services Group, Inc., as assignee for the benefit of creditors of Lantern Credit, LLC, and First Amendment to Asset Purchase Agreement, dated March 22, 2019, between the Company and Insolvency Services Group, Inc.
2. Asset Purchase Agreement, dated July 18, 2019, between the Company and LEAF College Savings LLC.
3. Agreement for the Sale and Purchase of the Entire Issued Share Capital of 8 Limited, dated as of April 28, 2020, by and among the Company, as parent, SoFi International Hold Co., as buyer, and certain shareholders of 8 Limited, as sellers.
4. Agreement and Plan of Merger and Reorganization, dated as of April 6, 2020, by and among the Company, SFI Acquisition Co., Inc., SFI Financial Technologies LLC, Galileo Financial Technologies, Inc. and Shareholder Representative Services LLC, as the stockholders' representatives.
5. Unit Purchase Agreement, dated as of December 14, 2018, by and among PEAK6 Investments LLC, William Capuzzi, William Brennan, Apex Clearing Corporation, Apex Clearing Holdings LLC and Social Finance, Inc. and Call Option Agreement, dated as of December 14, 2018, by and among PEAK6 Investments LLC, William Capuzzi, William Brennan, Apex Clearing Corporation, Apex Clearing Holdings LLC and Social Finance, Inc.

Section 4.12(a)(iv)
Contracts; No Defaults

1. Office Lease, dated as of August 6, 2018, by and between 246 First Street (SF) Owner, LLC, as landlord, and the Company, as tenant, as amended by the First Amendment to Office Lease, dated as of March 28, 2019, by and between 246 First Street (SF) Owner, LLC, as landlord, and the Company, as tenant (collectively, the “One Tehama Lease”), for premises located at 246 1st Street, San Francisco, California.
2. Amended and Restated Lease, dated as of March 8, 2017, by and between 860 Washington Street LLC, as landlord, and the Company, as tenant, for 860 Washington Street, 2nd Floor, New York, New York, and the Commencement Notice, dated as of April 16, 2018, by and between 860 Washington Street LLC, as landlord, and the Company, as tenant (collectively, the “New York City Lease”).
3. Lease Agreement, dated as of April 18, 2016, by and between Cornerstone Title Holder LLC, as landlord, and the Company, as tenant, for 2750 E. Cottonwood Parkway, Suite 300 Cottonwood, Utah, as amended by the Lease Addendum No. 1, dated as of September 9, 2016, by and between Cornerstone Title Holder LLC, as landlord, and the Company, as tenant, and the Lease Addendum No. 2, dated as of August 1, 2017, by and between Cornerstone Title Holder LLC, as landlord, and the Company, as tenant (collectively, the “Cottonwood Lease”).
4. Lease Agreement, dated as of November 17, 2015, by and between SF 222 Sutter Street Owner, LLC, as landlord, and the Company (successor-by-assignment to Expedite Financial, Inc.), as tenant, for 222 Sutter Street, Suite 800, San Francisco, California, as assigned to the Company under that certain Assignment and Assumption of Lease, dated as of January 24, 2018, by and between Expedite Financial, Inc. and Clara Lending Co., as assignor, and the Company, as assignee, and that certain Consent to Assignment and Assumption of Lease, dated as of February 2, 2018, by and among Expedite Financial, Inc., Clara Lending Co., the Company, and SF 222 Sutter Street Owner, LLC (collectively, the “Sutter Lease”).
5. Sublease Agreement, dated as of July 1, 2019, by and between GoForward, Inc., as subtenant, and the Company, as sublandlord, for 222 Sutter Street, Suite 800 in San Francisco, California, as amended by the First Amendment to Sublease, dated as of March 29, 2020, by and between GoForward, Inc., as subtenant, and the Company, as sublandlord, the Second Amendment to Sublease, dated as of May 18, 2020, by and between GoForward, Inc., as subtenant, and the Company, as sublandlord, and the Third Amendment to Sublease, dated as of August 18, 2020, by and between GoForward, Inc., as subtenant, and the Company, as sublandlord (the “Sutter Lease Sublease”).
6. Office Lease, dated as of June 5, 2007, by and between Millrock Park East, LLC, as landlord, and Galileo Processing, Inc. and One Global Finance, Inc., as tenant, for 6510 South Millrock Drive, Suite 100, Holladay, Utah, as amended by the Commencement Date Certificate, dated as of May 7, 2009, by and between Millrock Park East, LLC, as landlord, and Galileo Processing, Inc. and One Global Finance, Inc., as tenant, the First

Amendment to Office Lease, dated as of February 4, 2014, by and between Millrock Park East, LLC, as landlord, and Galileo Processing, Inc. and One Global Finance, Inc., as tenant, and the Second Amendment to Office Lease, dated as of May 16, 2019, by and between Millrock Park East, LLC, as landlord, and Galileo Processing, Inc. and One Global Finance, Inc., as tenant (collectively, the “Millrock East Lease”), and Office Lease, dated as of February 4, 2010, by and between EOS at Millrock Park, LLC, as landlord, and Galileo Processing, Inc. and One Global Finance, Inc., as tenant, for 6510 South Millrock Drive, Suite 50, Holladay, Utah, as amended by the First Amendment to Office Lease, dated as of December 9, 2010, by and between EOS at Millrock Park, as landlord, and Galileo Processing, Inc. and One Global Finance, Inc., as tenant, the Second Amendment to Office Lease, dated as of September 1, 2015, by and between EOS at Millrock Park, as landlord, and Galileo Processing, Inc. and One Global Finance, Inc., as tenant, and the Third Amendment to Office Lease, dated as of January 15, 2019, by and between EOS at Millrock Park, as landlord, and Galileo Processing, Inc. and One Global Finance, Inc., as tenant (collectively, the “Millrock Garden Lease”).

7. Sublease Agreement, dated as of August 9, 2019, by and between Web.com Group, Inc., as sublandlord, and SoFi Lending Corp., as subtenant, for Town Center Two, 5335 Gate Parkway, Jacksonville, Florida, and Consent to Sublease, dated as of August 9, 2019, by and between Web.com Group, Inc., as sublandlord, and SoFi Lending Corp., as subtenant (the “Jacksonville Lease”).

Section 4.12(a)(v)
Contracts; No Defaults

1. Item 3(a)(i) of Section 4.2 of this Company Disclosure Letter is incorporated herein by reference.
2. Items 5 and 6 of Section 4.12(a)(ii) of this Company Disclosure Letter are incorporated herein by reference.
3. The organizational documents with respect to the Company's securitization, warehouse trust, risk retention repurchase facilities or other similar special purpose vehicles shall not be deemed to be Contracts required to be listed on Section 4.12(a)(v) of this Company Disclosure Letter.

Section 4.12(a)(vi)
Contracts; No Defaults

1. The Right of First Refusal Agreement.
2. The Voting Agreement.
3. The Investors' Rights Agreement.
4. The Series 1 Investors' Agreement.
5. The Omnibus Agreements.
6. The Company has sold loans in the ordinary course to an affiliate of Third Point, LLC. Copies of this Contract have not been made available to Acquiror or its agents or representatives.
7. SoFi Lending Corp. has made mortgage loans, personal loans and/or student loans to certain of its officers, employees and/or their families in the ordinary course of business.
8. SoFi Lending Corp. made a mortgage loan to Michael Cagney, then Chief Executive Officer and founder of the Company, and his spouse June Ou, then Chief Technology Officer of the Company, on September 25, 2016. The outstanding principal balance of such mortgage loan is approximately \$2,720,088.87 as of December 24, 2020. Copies of this Contract have not been made available to Acquiror or its agents or representatives.
9. The Company has awarded stock options to the following independent directors: Steve Freiberg, Peter Hartigan, Tom Hutton, Clara Liang and Magdalena Yeşil.
10. Tom Hutton is a member in the SoFi Prime Income Fund pursuant to the SoFi Prime Income Fund, LP Limited Partnership Interest Subscription Booklet for U.S. Persons (Individuals), dated March 29, 2017, between Hutton Living Trust dated 12/10/1996, SoFi Prime Income Fund, LP and SoFi Capital Advisors, LLC.
11. Side Letter Agreement, dated as of January 30, 2015, by and between the Company and Third Point Loan LLC.
12. Side Letter Agreement, dated as of February 23, 2017, by and between the Company and Explorer Investment Pte. Ltd.
13. Side Letter Agreement, dated as of February 23, 2015, by and between the Company and Northbrooks Investments (Mauritius) Pte Ltd.
14. Side Letter Agreement, dated as of October 24, 2011, by and between the Company and Baseline Ventures 2009, LLC.
15. Side Letter Agreement, dated as of September 16, 2013, by and between the Company and ECMC Group, Inc.

16. Side Letter Agreement, dated as of February 23, 2017, by and between the Company and GPI Capital, L.P.
17. Side Letter Agreement, dated as of February 23, 2017 by and between the Company and Silver Lake Partners IV, L.P.
18. Side Letter Agreement, dated as of February 2, 2015, by and between the Company and Ithan Creek Master Investors (Cayman) L.P.
19. Side Letter Agreement, dated as of May 29, 2019, by and between the Company and QIA FIG Holding LLC.
20. Master Agreement, dated as of September 20, 2020, by and between T. Rowe Price Retirement Plan Services, Inc. and Social Finance, Inc.
21. The TRP Purchase Agreement.
22. Side Letter Agreement, dated December 30, 2020, by and between the T. Rowe Price Investors listed on Schedule I thereto and Social Finance, Inc.

Section 4.12(a)(viii)
Contracts; No Defaults

1. Credit and Debit Brand Agreement, by and between MasterCard International Incorporated and SoFi Credit Corp. LLC, dated as of September 15, 2019.

Section 4.12(a)(x)
Contracts; No Defaults

1. In the ordinary course of business, and without materially impairing the Company's and/or its Subsidiaries' rights or abilities to commercialize or otherwise exploit and enforce any of the Company's Intellectual Property, the Company and its Subsidiaries enter into marketing, business development and similar agreements pursuant to which it grants certain third parties limited, non-exclusive licenses to use certain trademarks of the Company and its Subsidiaries. These licenses do not include use of Company's Intellectual Property solely in connection with third party products or services, nor do these licenses grant any rights with respect to, or involve any disclosure of, Company's or its Subsidiaries' proprietary algorithms, underwriting methodologies, software, or trade secrets. Copies of these Contracts have not been made available to Acquiror or its agents or representatives.
2. The Stadium Agreement.
3. Program Agreement, dated as of November 1, 2019, by and among Samsung Electronics America, Inc., SoFi Securities, LLC, SoFi Lending Corp. (for certain limited purposes therein) and SoFi Wealth, LLC (for certain limited purposes therein) (the "Samsung Agreement").
4. Software Licensing Agreement, dated September 26, 2017, by and between Socure Inc. and SoFi Lending Corp. (the "Socure Agreement").
5. Non-Exclusive Patent License And Settlement Agreement, dated April 17, 2017, between, on the one hand, LPL Licensing, LLC, Phoenix Licensing, LLC and Richard Libman and, on the other hand, SoFi Lending Corp. and Social Finance, Inc. (the "Phoenix Settlement Agreement").
6. Master Service Agreement, dated as of December 3, 2018, by and between Provenir, Inc. and Social Finance, Inc.
7. Master Services Agreement, dated as of October 30, 2019, by and between Collections Marketing Center, Inc. dba Katabat, and Social Finance, Inc.
8. Master Services Agreement, dated as of June 22, 2017, by and between Plaid Technologies, Inc. and Social Finance, Inc., and the Data Exchange Addendum to Master Services Agreement, dated as of June 22, 2017, by and between Plaid Technologies, Inc. and Social Finance, Inc.
9. Master Services Agreement, dated as of January 1, 2020, by and between Plaid Inc. (f.k.a. Plaid Technologies, Inc.) and Social Finance, Inc.
10. Migration Agreement, dated as of January 28, 2020, by and between Social Financial, Inc., Quovo, Inc., and Plaid Inc.

11. Master Services Agreement, dated as of September 1, 2018, by and between Qualtrics, LLC and Social Finance, Inc.
12. Qualtrics Statement of Work, dated as of October 9, 2018, by and between Qualtrics, LLC and Social Finance, Inc.
13. Qualtrics Statement of Work, dated as of February 11, 2019, by and between Qualtrics, LLC and Social Finance, Inc.
14. Subscription and Support Agreement, dated as of May 7, 2015, by and between ThreatMetrix, Inc. and Social Finance, Inc.
15. Professional Services Agreement, dated as of May 7, 2015, by and between ThreatMetrix, Inc. and Social Finance, Inc.
16. Proprietary Information Agreement, dated as of January 24, 2020, by and between Experian Information Solutions, Inc. and Social Finance, Inc.
17. Credit Scoring Services Agreement, dated as of May 7, 2012, by and between SoFi Lending Corp., Experian Information Solutions, Inc., and Fair, Isaac Corporation.
18. Data Release Agreement, dated as of March 9, 2015, by and between Experian Information Solutions, Inc. and SoFi Lending Corp.
19. Master Service and License Agreement, dated as of October 31, 2019, by and between Feedzai, Inc. and SoFi Securities LLC.

Section 4.12(a)(xii)
Contracts; No Defaults

1. Items 4 and 5 in Section 4.12(a)(ii) of this Company Disclosure Letter are incorporated herein by reference.

Section 4.12(a)(xiii)
Contracts; No Defaults

1. The Investors' Rights Agreement.
2. The Series 1 Investors' Agreement.
3. The Right of First Refusal Agreement.
4. The Voting Agreement.
5. The Omnibus Agreements.
6. The TRP Purchase Agreement.

Section 4.12(b)
Contracts; No Defaults

1. Items 6 and 10 in Section 4.10 of this Company Disclosure Letter are incorporated herein by reference.

Section 4.13(a)
Company Benefit Plans

1. Social Finance, Inc. 2011 Stock Plan, as amended and restated effective November 5, 2019, and the forms of Restricted Stock Unit Grant Notice and Option Agreement (the “2011 Stock Plan”).
2. Consulting Agreement dated July 1, 2018 by and between Social Finance, Inc. and Steven Freiberg.
3. Offer Letter between Social Finance, Inc. and Anthony Noto dated March 2018, effective February 26, 2018 (the “Noto Offer Letter”).
4. Social Finance, Inc. Stock Option Grant Notice and Stock Option Agreement with Anthony Noto dated March 1, 2018 (with respect to 3,700,000 Common Shares at an exercise price of \$17.18 per Common Share).
5. Social Finance, Inc. Stock Option Grant Notice and Stock Option Agreement with Anthony Noto dated March 1, 2018 (with respect to 3,000,000 Common Shares at an exercise price of \$10.78 per Common Share).
6. Social Finance, Inc. Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement with Anthony Noto dated March 1, 2018.
7. Social Finance, Inc. Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement with Anthony Noto dated March 11, 2020.
8. Offer Letter between Social Finance, Inc. and Christopher Lapointe dated May 29, 2018.
9. Promotion Letter between Social Finance, Inc. and Christopher Lapointe dated March 20, 2020.
10. Promotion Letter between Social Finance, Inc. and Christopher Lapointe effective September 14, 2020 (the “Lapointe September 2020 Letter”).
11. Social Finance, Inc. Restricted Stock Unit Grant Notice to Christopher Lapointe dated February 3, 2020.
12. Social Finance, Inc. Restricted Stock Unit Grant to Christopher Lapointe dated November 2, 2020, as approved by Resolution of the Compensation Committee of Social Finance, Inc. dated October 30, 2020 and as described in the Lapointe September 2020 Letter (the “Lapointe RSU Grant”).
13. Social Finance, Inc. Stock Option Grant Notice and Stock Option Agreement with Magdalena Yesil dated July 3, 2018 (the “Yesil Option Grant”).

14. Stock Option Award between Social Finance, Inc. and Clara Liang, as approved by Resolution of the Compensation Committee of Social Finance, Inc. dated February 1, 2020 (the "Liang Option Grant").
15. Offer Letter between Social Finance, Inc. and Jennifer Nuckles dated May 15, 2019 (the "Nuckles Offer Letter").
16. Letter Agreement between Social Finance, Inc. and Jennifer Nuckles dated March 6, 2020.
17. Offer Letter between Social Finance, Inc. and Maria Renz dated February 14, 2020 (the "Renz Offer Letter").
18. Offer Letter between Social Finance, Inc. and Michelle Gill dated March 27, 2018 (the "Gill Offer Letter").
19. Offer Letter between Social Finance, Inc. and William Tanona dated May 14, 2018.
20. Offer Letter between Social Finance, Inc. and Assaf Ronen dated June 14, 2018.
21. Offer Letter between Social Finance, Inc. and Micah Heavener dated June 28, 2018.
22. Offer Letter between Social Finance, Inc. and Anna Avalos dated October 25, 2018 (the "Avalos Offer Letter").
23. Offer Letter between Social Finance, Inc. and Lauren Stafford Webb dated May 14, 2019 (the "Webb Offer Letter").
24. Offer Letter between Social Finance, Inc. and Aaron Webster dated July 1, 2019 (the "Webster Offer Letter").
25. Offer Letter between Social Finance, Inc. and Rob Lavet dated September 4, 2012.
26. Offer Letter between Social Finance, Inc. and Zeenat Sidi dated August 24, 2018 (the "Sidi Offer Letter").
27. Advisor Agreement by and between Social Finance, Inc. and Wayne Thorsen dated May 7, 2018.
28. Master Services Agreement by and between Social Finance, Inc. and Austin Kilham dated September 25, 2018.
29. Master Services Agreement by and between Social Finance, Inc. and Chelsea Lowe dated March 1, 2019.
30. Advisor Agreement by and between Social Finance, Inc. and Joanne Bradford dated June 1, 2019.

31. Advisor Agreement by and between Social Finance, Inc. and Ashish Jain dated June 7, 2019.
32. Master Services Agreement by and between Social Finance, Inc. and Andria Lo dated August 28, 2019.
33. Master Services Agreement by and between Social Finance, Inc. and Caleb Grady dated September 20, 2019.
34. Master Services Agreement by and between Social Finance, Inc. and Matthew Charles Zeitlin dated February 17, 2020.
35. Master Services Agreement by and between Social Finance, Inc. and Oliver MacDonald dated March 6, 2020.
36. Master Services Agreement by and between Social Finance, Inc. and Brian D. Nibley dated March 9, 2020.
37. Master Services Agreement by and between Social Finance, Inc. and David Wolinsky dated March 9, 2020.
38. Olivehms Advisor Agreement.
39. Master Services Agreement by and between Social Finance, Inc. and Ann Shoket dated March 26, 2020.
40. Master Services Agreement by and between Social Finance, Inc. and Purview Investments dated April 1, 2020.
41. Master Services Agreement by and between Social Finance, Inc. and Ellen Chang dated April 1, 2020.
42. Master Services Agreement by and between Social Finance, Inc. and Rebecca Lake dated April 1, 2020.
43. Statement of Work by and between Social Finance, Inc. and Sergio R. Rodriguez, as amended by Amendment No. 1 to Statement of Work dated April 1, 2020.
44. Master Services Agreement by and between Social Finance, Inc. and Ashley Stahl dated April 1, 2020.
45. Master Services Agreement by and between Social Finance, Inc. and Jedidiah Stuber dated April 8, 2020.
46. Master Services Agreement by and between Social Finance, Inc. and Ashley Feinstein Gerstley a/k/a The Fiscal Femme, Inc. dated April 9, 2020.
47. Master Services Agreement by and between Social Finance, Inc. and Jean Chatzky dated May 7, 2020.

48. Master Services Agreement by and between Social Finance, Inc. and Brandon Copeland dated May 8, 2020.
49. Master Services Agreement by and between Social Finance, Inc. and Nicole Lapin dated May 13, 2020.
50. Master Services Agreement by and between Social Finance, Inc. and Ashley Feinstein Gerstley a/k/a The Fiscal Femme, Inc. dated May 14, 2020.
51. Advisor Agreement by and between Social Finance, Inc. and Richard Garside dated May 18, 2020.
52. Master Services Agreement by and between Social Finance, Inc. and Ryan Serhant dated May 19, 2020.
53. Master Services Agreement by and between Social Finance, Inc. and Kevin Brouillard dated May 21, 2020.
54. Master Services Agreement by and between Social Finance, Inc. and Susan Guillory dated May 21, 2020.
55. Master Services Agreement by and between Social Finance, Inc. and Brian O'Connell dated May 21, 2020.
56. Master Services Agreement by and between Social Finance, Inc. and Liberty Talent LLC f/s/o Dominique Crenn dated June 2, 2020.
57. Master Services Agreement by and between Social Finance, Inc. and Jamison Noorlander dated June 3, 2020.
58. Master Services Agreement by and between Social Finance, Inc. and Alyssa Schwartz dated June 3, 2020.
59. Master Services Agreement by and between Social Finance, Inc. and Lauren Ward dated June 3, 2020.
60. Master Services Agreement by and between Social Finance, Inc. and Kylie Ora Lobell dated June 8, 2020.
61. Master Services Agreement by and between Social Finance, Inc. and Brandi Lucey dated June 8, 2020.
62. Master Services Agreement by and between Social Finance, Inc. and Rochel Maday dated June 8, 2020.
63. Master Services Agreement by and between Social Finance, Inc. and Seavert Studios, LLC dated June 8, 2020.

64. Master Services Agreement by and between Social Finance, Inc. and Nina J. Semczuk dated June 8, 2020.
65. Speaking Engagement Agreement by and between Social Finance, Inc. and Minkoff Ventures LLC dated June 12, 2020.
66. Master Services Agreement by and between Social Finance, Inc. and Shareef McDonald dated July 6, 2020.
67. Master Services Agreement by and between Social Finance, Inc. and Candace Reels dated July 9, 2020.
68. Master Services Agreement by and between Social Finance, Inc. and Shareef McDonald dated July 16, 2020.
69. Master Services Agreement by and between Social Finance, Inc. and Steve Allocca dated July 20, 2020.
70. Master Services Agreement by and between Social Finance, Inc. and Lauren McGoodwin dated July 24, 2020.
71. Master Services Agreement by and between Social Finance, Inc. and Tiffany Mascarenhas dated August 3, 2020.
72. Master Services Agreement by and between Social Finance, Inc. and Steven Jackson dated September 22, 2020.
73. Master Services Agreement by and between Social Finance, Inc. and Eric Dickerson dated October 19, 2020.
74. LZhang Advisor Agreement.
75. Advisor Agreement by and between Social Finance, Inc. and Amit Jhavar dated July 13, 2020.
76. Master Services Agreement by and between Social Finance, Inc. and Amanda R. Makara dated July 29, 2020.
77. Master Services Agreement by and between Social Finance, Inc. and Anna Davies Inc. dated September 25, 2020.
78. Master Services Agreement by and between Social Finance, Inc. and Kathryn Ashford Carpenter dated October 1, 2020.
79. Master Services Agreement by and between Social Finance, Inc. and Erika Kullberg LLC dated October 7, 2020.
80. Master Services Agreement by and between Social Finance, Inc. and Samuel Becker dated October 9, 2020.

81. Master Services Agreement by and between Social Finance, Inc. and Colin Dodds dated October 9, 2020.
82. Master Services Agreement by and between Social Finance, Inc. and Krystal Etienne dated October 12, 2020.
83. Master Services Agreement by and between Social Finance, Inc. and Brandon Abbott dated November 6, 2020.
84. Advisor Agreement by and between Social Finance, Inc. and John Hayes dated October 20, 2018, as amended by the JHayes Addendum.
85. Addendum to Advisor Agreement by and between Social Finance, Inc. and John Hayes dated November 24, 2020.
86. RAlfonsi Advisor Agreement.
87. Amendment No. 2 to Statement off Work by and between Social Finance, Inc. and Richard Alfonsi dated December 3, 2020.
88. Master Services Agreement by and between Social Finance, Inc. and Dr. Yusif Simaan/YAES Inc. dated December 7, 2020.
89. Master Services Agreement by and between Social Finance, Inc. and Gabby Sansosti dated December 10, 2020.
90. Master Services Agreement by and between Social Finance, Inc. and Julia Califano dated January 1, 2021.
91. Master Services Agreement by and between Social Finance, Inc. and Susannah Gruder dated January 1, 2021.
92. Confidential Release and Separation Agreement by and between Social Finance, Inc. and Robert Meck dated August 20, 2018 (the "Meck Agreement").
93. Confidential Release and Separation Agreement by and between Social Finance, Inc. and Jiang Liao dated November 12, 2018 (the "Liao Agreement").
94. Amended and Restated Transition and Separation Agreement by and between Social Finance, Inc. and Joanne Bradford dated March 28, 2019 (the "Bradford Agreement").
95. Confidential Release and Separation Agreement by and between Social Finance, Inc. and Ashish Jain dated June 7, 2019.
96. Confidential Release and Separation Agreement by and between Social Finance, Inc. and Maeve Richard dated October 10, 2019 (the "MRichard Agreement").
97. Confidential Release and Separation Agreement by and between Social Finance, Inc. and Alexander Statkinov dated March 15, 2020 (the "Statkinov Agreement").

98. Confidential Release and Separation Agreement by and between Social Finance, Inc. and Tony Donohoe dated October 8, 2020 (the “Donohoe Agreement”).
99. Confidential Release and Separation Agreement by and between Social Finance, Inc. and Anand Cavale dated October 12, 2020 (the “Cavale Agreement”).
100. SoFi Quarterly Bonus Plan effective January 1, 2021.
101. SoFi Annual Bonus Plan.
102. Form of Social Finance, Inc. Offer Letter (the “Form Offer Letter”).
103. Form of Social Finance, Inc. Confidential Information and Inventions Assignment Agreement.
104. Form of Social Finance, Inc. Advisor Agreement.
105. Form of Social Finance, Inc. Master Services Agreement.
106. Social Finance, Inc. 401(k) Plan, effective as of May 14, 2020.
107. Social Finance, Inc. Health and Welfare Benefit Plan, as amended and restated effective May 1, 2019, as amended effective October 1, 2019.
108. Group Eye Care Insurance Policy by and between Social Finance, Inc. and Ameritas Life Insurance Corp. (Policy No. 10-350914), effective as of October 1, 2017, as amended effective May 1, 2019.
109. Group Eye Care Insurance Policy by and between Social Lending and Ameritas Life Insurance Corp. (Policy No. 10-350915), effective as of October 1, 2017, as amended effective May 1, 2019.
110. SoFi Dental Plan with Delta Dental of California (Group No. 17945) effective September 1, 2015, as amended by Amendment No. 1, as amended by Amendment No. 2 dated October 1, 2017, as amended by Amendment No. 3 dated October 1, 2018, as amended by Amendment No. 4 dated May 1, 2019.
111. Social Finance, Inc. Kaiser Permanente Traditional HMO Plan (Group ID : 701560).
112. Social Finance, Inc. Open Access Plus with Cigna Health and Life Insurance Company, effective October 1, 2019 (Group Policy No. 3342825).
113. Social Finance, Inc. Open Access Plus Health Savings Account with Cigna Health and Life Insurance Company, effective October 1, 2019 (Group Policy No. 3342825).
114. Social Finance, Inc. Open Access Plus In-Network with Cigna Health and Life Insurance Company, effective October 1, 2019 (Group Policy No. 3342825).

115. Social Finance, Inc. PPO with Cigna Health and Life Insurance Company, effective October 1, 2019 (Group Policy No. 3342825).
116. Social Finance, Inc. PPO Health Savings Account with Cigna Health and Life Insurance Company, effective October 1, 2019 (Group Policy No. 3342825).
117. Social Finance, Inc. Flexible Benefits Plan effective January 1, 2018.
118. Social Finance, Inc. Premium Only Plan for Full Time Salaried and Hourly Employees, effective July 1, 2019.
119. Social Finance, Inc. Premium Only Plan for Full-Time Temporary Employees & Interns, effective July 1, 2019.
120. Social Finance, Inc. Group Policy with UnitedHealthcare Insurance Company effective May 1, 2019 (Enrolling Group No. 911643).
121. Social Finance, Inc. Group Policy with UnitedHealthcare Insurance Company (Montana Only) effective May 1, 2019 (Enrolling Group No. 911643).
122. Social Finance, Inc. Group Life and Accidental Death and Dismemberment Insurance with Reliance Group Life Insurance Company (Group Policy No. GL 100,004; Participating Unit Number GL 157966) effective October 1, 2017, as amended effective May 1, 2019.
123. Social Finance, Inc. Group Long Term Disability Insurance with Reliance Group Life Insurance Company (Group Policy No. LSC 100,002; Participating Unit Number LTD 129003) effective October 1, 2017, as amended effective May 1, 2019.
124. Social Finance, Inc. Group Short Term Disability Insurance with Reliance Group Life Insurance Company (Group Policy No. G 100,003; Participating Unit Number STD 165707) effective October 1, 2017, as amended effective May 1, 2019.
125. Social Finance, Inc. Voluntary Group Term Life Insurance with Reliance Group Life Insurance Company (Group Policy No. VL 600; Participating Unit Number VG 186598) effective October 1, 2017, as amended effective May 1, 2019.
126. Social Finance, Inc. 2020-2021 Employee Benefit Guide (version two) (the "Benefit Guide").
127. Social Finance, Inc. 2020-2021 Employee Benefit Guide for Temporary Employees.
128. Social Finance, Inc. 2020-2021 Employee Benefit Guide for Part-Time Employees.
129. SoFi Employee Handbook (October 2019).

- 130. San Francisco Addendum to Employee Handbook (June 2019).
- 131. Seattle Paid Sick and Safe Time Policy.
- 132. New York Paid Sick Leave Notice.
- 133. Such outstanding loans with current and former employees of the Company and its Subsidiaries as set forth in Folder # 1.6.17 of the virtual data room, none of which constitute loans with directors or executive officers of the Company.

Section 4.13(e)
Company Benefit Plans

1. Cavale Agreement.
2. Donohoe Agreement.
3. Noto Offer Letter.
4. Renz Offer Letter.
5. Gill Offer Letter.
6. Lapointe September 2020 Letter.
7. Liao Agreement.
8. Bradford Agreement.
9. Statkinov Agreement.
10. Meck Agreement.
11. MRichard Agreement.
12. In limited instances, the Company has paid directly for an employee's portion of COBRA for a short period of time as part of a severance arrangement.

Section 4.13(f)
Company Benefit Plans

1. 2011 Stock Plan.
2. Noto Offer Letter.
3. Avalos Offer Letter.
4. Gill Offer Letter.
5. Nuckles Offer Letter.
6. Renz Offer Letter.
7. Sidi Offer Letter.
8. Webb Offer Letter.
9. Webster Offer Letter.
10. Items 4-7 in Section 4.13(a) of this Company Disclosure Letter are incorporated herein by reference.
11. Lapointe RSU Grant.
12. Lapointe September 2020 Letter.
13. Yesil Option Grant.
14. Liang Option Grant.

Section 4.14(b)
Labor Relations; Employees

1. Jon Baughman, et. al. v. Social Finance, Inc, and Does 1-50 (Superior Court, San Francisco County). Putative class action lawsuit brought by former nonexempt employees in Loan Review functions in Healdsburg alleging failure to provide compliant lunch and rest breaks and failure to pay minimum and overtime wages. Settled at mediation in May 2018 for \$1.48M.
2. In late 2017, the Company discovered it was not factoring commission payments into the regular rate of pay for the purpose of calculating overtime for mortgage loan operators (“MLOs”). The error was corrected by March 2018. The impacted MLOs in California received remuneration as part of the settlement of the action set out in item 1 above. The impacted MLOs in Utah and Nevada received remuneration in the aggregate of approximately \$40,000.

Section 4.14(c)
Labor Relations; Employees

1. Actual civil litigation (concluded):

- a. Item 1 in Section 4.14(b) of this Company Disclosure Letter is incorporated herein by reference.
- b. Brandon Charles v. Social Finance, Inc.(Superior Court, San Francisco County). Suit by former operations manager in Healdsburg alleging whistleblower retaliation and other claims. Settled at private mediation in April 2018 for \$304,000.
- c. Yulia Zamora v. Social Finance, Inc. (Superior Court, Sonoma County). Suit by former loan reviewer in Healdsburg alleging sexual harassment, sexual discrimination by former loan manager, retaliation and constructive discharge. Settled in March 2018 for \$41,125.00.

2. Civil litigation (pending):

- a. Item 9 in Section 4.10 of this Company Disclosure Letter is incorporated herein by reference.

3. Threatened litigation (all closed):

- a. Threatened litigation by former marketing director claiming pregnancy discrimination/retaliation. Settled in April 2019 for \$70,833.33
- b. Former HRIS employee claiming disability discrimination. Settled in September 2018 for \$25,000.
- c. Former operations manager claiming disability discrimination. Settled in August 2018 for \$25,000.

Section 4.14(e)
Labor Relations; Employees

1. In October 2019, the Company's HR department received a complaint from a subordinate of the former Vice President of Operations, alleging that he had engaged in unwanted touching during a work trip dinner. After conducting a thorough investigation, the Company substantiated the allegations and terminated the employee's employment in November 2019. No settlements or releases pertain to such claims.

Section 4.14(f)
Labor Relations; Employees

1. Section 4.14(b) of this Company Disclosure Letter is incorporated herein by reference.

Section 4.16
Brokers' Fees

1. Goldman Sachs & Co. LLC
2. Citigroup Inc.

Section 4.17
Insurance

1. Insurance coverage has been denied with respect to Item 5 in Section 4.10 of this Company Disclosure Letter.

Section 4.18(a)
Permits

2. Items 3 – 7 in Section 4.11 of this Company Disclosure Letter are incorporated herein by reference.
3. The Company has a continuing membership application member amendment pending with FINRA seeking to add certain new products to its application.

Section 4.18(b)
Permits

1. Annex 4.18(b) to this Company Disclosure Letter is incorporated herein by reference.

Section 4.20(a)
Real Property

1. One Tehama Lease.
2. The Sutter Lease.
3. Lease Agreement, dated as of July 25, 2014, by and between SoFi Lending Corp., as lessee, and Healdsburg Phase II Partners, as amended by Amendment Number One to Lease, dated as of April 30, 2015, by and between SoFi Lending Corp., as lessee, and Healdsburg Phase II Partners, as lessor, and Amendment Number Two to Lease, dated as of March 14, 2019, by and between SoFi Lending Corp., as lessee, and Healdsburg Phase II Partners, as lessor, for premises located at 375 Healdsburg Ave, Suite 280, Healdsburg, CA 95448.
4. Cottonwood Lease.
5. Office Lease, dated as of March 2, 2018, by and between Social Finance, Inc. and SoFi Lending Corp., as tenant, and 5300 Development LLC, as landlord, for 434 W. Ascension Way, Suite 400, Murray, UT 84123, as confirmed by the Notice of Dates and Commencement Letter, dated as of June 8, 2018, by and between Social Finance, Inc., SoFi Lending Corp. and 5300 Development LLC, as amended by the First Lease Amendment, dated as of June 6, 2018, by and between Social Finance, Inc. and SoFi Lending Corp., as tenant, and 5300 Development LLC, as landlord.
6. Office Lease Agreement, dated as of August 11, 2015, by and between Zenbanx Holding Ltd., as tenant, and 650 Naamans Road Holdings, LLC, as landlord, for 650 Naamans Road, Claymont, DE 19703.
7. Lease Contract, dated as of February 2, 2017, by and between Social Finance, Inc., as lessee, and D&M Development, LLC, as lessor, for 920 Front Street, Helena, MT 59601, as confirmed by the Lease Commencement Letter, dated as of December 14, 2017, by and between Social Finance, Inc. and Armory and State Warehouse, LLC.
8. Millrock East Lease.
9. Millrock Garden Lease.
10. New York Lease.
11. Deed of Lease, dated as of August 30, 2013, by and between Social Finance, Inc., as tenant, and The Realty Associates Fund VII, L.P., as landlord, for 10701 Parkridge Blvd., Suite 120, Reston, VA 20191, as amended by the First Amendment to Deed of Lease, dated as of March 23, 2016, by and between Social Finance, Inc., as tenant, and DIP SPV Company 6, LLC, as landlord, the Second Amendment to Deed of Lease, dated as of July 14, 2017, by and between Social Finance, Inc., as tenant, and DIP SPV Company 6, LLC, as landlord, and the Third Amendment to Deed of Lease, dated as of August 24, 2020, by and between Social Finance, Inc., as tenant, and DIP SPV Company 6, LLC, as landlord.

12. Sublease Agreement, dated as of February 5, 2019, by and between SoFi Lending Corp., as subtenant, and Stearns Lending, LLC, as sublessor, for 401 E. Corporate Drive, Suite 245 Lewisville, TX 75057.
13. Office Lease, dated as of May 10, 2017, by and between SoFi Lending Corp., as tenant, and BRE/HC Las Vegas Property Holdings, L.L.C., as landlord, for 3960 Howard Hughes Parkway, Suite 480, Las Vegas, NV 89169, as amended by the First Amendment, dated as of July 21, 2017, by and between SoFi Lending Corp., as tenant, and BRE/HC Las Vegas Property Holdings, L.L.C., as landlord.
14. Office Lease, dated as of November 14, 2017, by and between Web.com Group, Inc., as tenant, and Jo Town Center Two, LLC, as landlord, for 5335 Gate Parkway, 5th Floor, Jacksonville, FL 32256, and the Sublease Agreement, dated as of August 9, 2019, by and between SoFi Lending Corp., as subtenant, and Web.com Group, Inc., as sublandlord, and the Consent to Sublease, dated as of August 9, 2019, by and between SoFi Lending Corp., as subtenant, and Web.com Group, Inc., as sublandlord.
15. Lease, dated as of May 22, 2019, by and between Social Finance, Inc., as tenant, and 520 Pike Street, Inc., as landlord, for 520 Pike Place, Suite 2200, Seattle WA 98101, as confirmed by the Lease Commencement Letter, dated as of October 25, 2019, by and between Social Finance, Inc. and 520 Pike Street, Inc.
16. Online Office Agreement, dated as of April 11, 2017, by and between Social Finance, Inc., as client, and RGN Management Limited Partnership, as provider, for The Exchange Tower, 130 King Street West Suite 1800, Toronto, ON M5X 1E3, and the Offer to Sublease, dated as of November 8, 2016, by and between Statflo Inc., as subtenant, and Zenbanx Canada Inc., as sublandlord.
17. Office Lease Agreement, dated as of September 15, 2020, by and between SoFi Lending Corp., as tenant, and Hall 2601 Network Associates, LLC, as landlord, for 2601 Network Blvd, Hall Park C1, Suite 600, Frisco, TX 75034.
18. Tenancy Agreement, dated as of May 23, 2018, by and between 8SL Services Limited, as tenant, and Metro Tide International Limited, as landlord, for Offices 1, 2, 3, and 4, 15/F, 1 Lyndhurst Tower, No.1 Lyndhurst Terrace, No. 78 Wellington Street, Hong Kong.
19. Offer to Lease, dated as of December 27, 2020, by and between SoFi Services (Hong Kong) Limited, as tenant, and Happy Profit Investment Limited, Profit Light Development Limited, Long Winner Development Limited and Concord Asia Development Limited, as landlord, for 21st Floor of H Code, 45 Pottinger Street, Central, Hong Kong, and the Offer to License, dated as of December 27, 2020, by and between SoFi Services (Hong Kong) Limited, as tenant, and Happy Profit Investment Limited, Profit Light Development Limited, Long Winner Development Limited and Concord Asia Development Limited, as landlord.
20. Office Service Agreement, dated as of December 21, 2019, by and between Galileo Processing, Inc., as client, and NYC Office Suites, as provider, for 1270 Ave of the Americas, Suite 717, New York, NY 10020.

21. Standard Commercial and Industrial Lease, dated as of March 25, 2009, by and between Galileo Processing, Inc., as tenant, and First Industrial, L.P., as landlord, for 12503 East Euclid Drive, Suite 30 Centennial, CO 80111, as amended by the First Amendment to Standard Commercial and Industrial Lease, dated as of August 5, 2014, by and between Galileo Processing, Inc., as tenant, and Arapahoe Corporate Park Denver, LLC, as landlord, and the Second Amendment to Standard Commercial and Industrial Lease, dated as of May 28, 2019, by and between Galileo Processing, Inc., as tenant, and Arapahoe Corporate Park Denver, LLC, as landlord.
22. Leasing and Service Provision Agreement, dated as of December 21, 2020, by and between Galileo FT of Mexico, S.A. de C.V., as lessee, and Cibanco, S.A., Multiple Banking Institution, Fiduciary Division, acting solely and exclusively in its capacity as Fiduciary of Business Trust F/1562 of Deutsche Bank México, S.A., as lessor, for Torre Reforma, Avenida Paseo De La Reforma No. 483, Colonia Cuauhtémoc, C.P. 06500, Cuauhtémoc, Mexico City.
23. Office Lease, dated as of May 2014, by and between Social Finance, Inc., as tenant, and BHFS III, LLC, as landlord, for 6175 Main St., Suite 490, Frisco, TX 75034, as confirmed by the Notice of Lease Term, dated as of August 6, 2014, by and between Social Finance, Inc. and BHFS III, LLC, as amended by the First Amendment to Office Lease, dated as of January 31, 2020, by and between SoFi Lending Corp., as tenant, and Frisco Square MOLP, LLC, as landlord.

Section 4.20(a)(v)
Real Property

1. The Sutter Lease Sublease.

Section 4.21(a)
Intellectual Property

2. Annex 4.21(a)(i), Annex 4.21(a)(ii), Annex 4.21(a)(iii) and Annex 4.21(a)(iv) to this Company Disclosure Letter are incorporated herein by reference.

Section 4.21(c)
Intellectual Property

1. In January 2019, the Company received a letter from Cognition Financial (“CogFin”), alleging that a former CogFin employee who had agreed to work for the Company had taken CogFin confidential documents after giving notice of her resignation. The Company investigated this matter and instructed the employee not to bring any confidential documents related to CogFin to the Company.

Section 4.24
Absence of Changes

1. Section 4.10 of this Company Disclosure Letter is incorporated herein by reference.

Section 4.26

Anti-Money Laundering, Sanctions and International Trade Compliance

1. Item 2 in Section 4.10 of this Company Disclosure Letter is incorporated herein by reference.

Section 4.28
Vendors

1. United States Postal Service
2. PlanSource Benefits Administration, Inc.
3. Google Adwords
4. Stearns Lending LLC
5. RR Donnelley & Sons Company
6. Facebook
7. Merkle Inc.
8. Visa U.S.A., Inc.
9. Experian Information Solutions, Inc.
10. NBCUniversal, LLC
11. Amazon Web Services
12. MightyHive Inc.
13. Credible Labs Inc.
14. Credit Karma Offers, Inc.
15. American Broadcasting Company Inc.
16. Cache Valley Electric
17. Stadco LA LLC
18. NerdWallet, Inc.
19. Turner Network Television
20. Lending Tree, LLC

Section 4.29
Government Contracts

1. Private Loan Servicing Agreement, by and between The Higher Education Loan Authority of the State of Missouri, SoFi Lending Corp. and SoFi Capital Advisors, LLC, dated as of October 31, 2014, as amended.

Section 4.30(b)

Broker-Dealer and Investment Advisor Matters

1. On February 24, 2020, Social Finance, Inc.'s internal audit group issued the 2019 SoFi Money Internal Audit Report, in which the group found that the Money BU leadership team should consider obtaining FINRA General Securities Principal licensing. This matter is under review by compliance and legal.

Section 6.1
Conduct of Business

1. The Company may make, declare and/or pay any dividends with respect to the Series 1 Preferred Stock in accordance with its terms.
2. The Company may repurchase shares of its capital stock pursuant to its right of first refusal under the 2011 Stock Plan and accompanying option and restricted stock unit grant agreements.
3. The Subsidiaries set forth in Item 3(c) in Section 4.2 of this Company Disclosure Letter may be dissolved.
4. The Company may enter into, modify in any material respect or terminate any Contract of a type required to be listed in Section 4.12 or Section 4.29 of this Company Disclosure Letter, any Real Property Lease, or any Contract between the Company or a Subsidiary of the Company, on one hand, and any of the Selling Company Holders or their respective Affiliates, on the other hand, in each case as reasonably determined by the Company to be necessary or appropriate; provided that such actions shall not reasonably be expected to: (i) require any material amendment to the Proxy Statement/Registration Statement or materially delay the declaration of its effectiveness by the SEC, or (ii) require any additional Governmental Approvals (other than as contemplated by the Agreement or otherwise set forth in this Company Disclosure Letter) to consummate the Merger or otherwise materially delay or prohibit the consummation of the Merger;
5. The Company may sell, assign, transfer, convey, lease or otherwise dispose of any material tangible assets or properties of the Company or its Subsidiaries, including the Leased Real Property, in each case as reasonably determined by the Company to be necessary or appropriate; provided that such actions shall not reasonably be expected to: (i) require any material amendment to the Proxy Statement/Registration Statement or materially delay the declaration of its effectiveness by the SEC, or (ii) require any additional Governmental Approvals (other than as contemplated by the Agreement or otherwise set forth in this Company Disclosure Letter) to consummate the Merger or otherwise materially delay or prohibit the consummation of the Merger
6. The Company may acquire by merger or consolidation with, or merge or consolidate with, or purchase substantially all or a material portion of the assets of, any of the following persons notwithstanding the \$50,000,000 threshold in Section 6.1(g) (for the avoidance of doubt, the aggregate consideration of such transactions will not count towards the \$50,000,000 threshold in Section 6.1(g) for purposes of the application of such threshold to acquisitions not set forth below):
 - a. Gourmet Growth LLC.
 - b. Golden Pacific Bank.

- c. ABC Capital SA Bank and BKKO 52 Inc. (inclusive of ABC 4 Fintech SAPI de CV and Bancacao Holding SAPI DE CV).
7. The Company may issue Company Common Shares or other equity securities of the Company in connection with any acquisition, merger or consolidation set forth in Item 6 in this Section 6.1 of this Company Disclosure Letter.
 8. The Company may (a) incur or assume any Indebtedness, (b) guarantee or assume any Indebtedness of another Person, (c) issue or sell any debt securities or warrants or other rights to acquire any debt securities of the Company or any Subsidiary of the Company, (d) guarantee or assume any debt securities of another Person or (d) amend or modify any Indebtedness, in each case including, without limitation, incurrences of Indebtedness and guarantees under, and amendments or modifications of, the Revolving Credit Agreement, in each case as reasonably determined by the Company to be necessary or appropriate; provided that such actions shall not reasonably be expected to: (i) require any material amendment to the Proxy Statement/Registration Statement or materially delay the declaration of its effectiveness by the SEC, or (ii) require any additional Governmental Approvals (other than as contemplated by the Agreement or otherwise set forth in this Company Disclosure Letter) to consummate the Merger or otherwise materially delay or prohibit the consummation of the Merger.
 9. The Company may discharge any secured or unsecured obligation or liability (whether accrued, absolute, contingent or otherwise), including, without limitation, any voluntary or mandatory prepayment of borrowings, under the Revolving Credit Agreement, as it may be amended or modified as permitted hereunder.
 10. The Company may continue to perform its funding obligations under, and pursuant to the terms of, the Business Loan and Security Agreement, dated as of October 21, 2020, by and between the Company as lender, and Gourmet Growth LLC, as borrower.
 11. The Company may waive, release, settle, compromise or otherwise resolve any inquiry, investigation, claim, Action, litigation or other Legal Proceedings, in each case as reasonably determined by the Company to be necessary or appropriate; provided that such actions shall not reasonably be expected to: (i) require any material amendment to the Proxy Statement/Registration Statement or materially delay the declaration of its effectiveness by the SEC, or (ii) require any additional Governmental Approvals (other than as contemplated by the Agreement or otherwise set forth in this Company Disclosure Letter) to consummate the Merger or otherwise materially delay or prohibit the consummation of the Merger.
 12. The Company may grant to, or agree to grant to, any Person rights to any Intellectual Property that is material to the Company and its Subsidiaries, taken as a whole, or sell, lease, license, abandon or permit to lapse or become subject to a Lien or otherwise dispose of, any rights to any Intellectual Property that is material to the Company and its Subsidiaries, taken as a whole, in each case as reasonably determined by the Company to be necessary or appropriate; provided that such actions shall not reasonably be expected to: (i) require any material amendment to the Proxy Statement/Registration Statement or

materially delay the declaration of its effectiveness by the SEC, or (ii) require any additional Governmental Approvals (other than as contemplated by the Agreement or otherwise set forth in this Company Disclosure Letter) to consummate the Merger or otherwise materially delay or prohibit the consummation of the Merger.

13. The Company may disclose or agree to disclose to any Person any trade secret or any other material confidential or proprietary information, know-how or process of the Company or any of its Subsidiaries as reasonably determined by the Company to be necessary or appropriate.
14. The capital expenditures aggregate limit shall be \$40,000,000; provided, that notwithstanding such capital expenditures aggregate limit, the Company may make or commit to make capital expenditures in amounts in excess of such capital expenditures aggregate limit as reasonably determined by the Company to be necessary or appropriate; provided that such actions shall not reasonably be expected to: (i) require any material amendment to the Proxy Statement/Registration Statement or materially delay the declaration of its effectiveness by the SEC, or (ii) require any additional Governmental Approvals (other than as contemplated by the Agreement or otherwise set forth in this Company Disclosure Letter) to consummate the Merger or otherwise materially delay or prohibit the consummation of the Merger.
15. The Company may enter into, modify, amend, renew or extend any collective bargaining agreement or similar labor agreement, or recognize or certify any labor union, labor organization, or group of employees of the Company or its Subsidiaries as the bargaining representative for any employees of the Company or its Subsidiaries, in each case as reasonably determined by the Company to be necessary or appropriate; provided that such actions shall not reasonably be expected to: (i) require any material amendment to the Proxy Statement/Registration Statement or materially delay the declaration of its effectiveness by the SEC, or (ii) require any additional Governmental Approvals (other than as contemplated by the Agreement or otherwise set forth in this Company Disclosure Letter) to consummate the Merger or otherwise materially delay or prohibit the consummation of the Merger.
16. The Company may (i) limit the right of the Company or any of the Company's Subsidiaries to engage in any line of business or in any geographic area, to develop, market or sell products or services, or to compete with any Person or (ii) grant any exclusive or similar rights to any Person, in each case as reasonably determined by the Company to be necessary or appropriate; provided that such actions shall not reasonably be expected to: (i) require any material amendment to the Proxy Statement/Registration Statement or materially delay the declaration of its effectiveness by the SEC, or (ii) require any additional Governmental Approvals (other than as contemplated by the Agreement or otherwise set forth in this Company Disclosure Letter) necessary to consummate the Merger.
17. It is the intention of the Company to repay the Galileo Seller Note in connection with the Closing.

Compensation and Benefits Matters

Equity Compensation

18. **2021 Equity Awards** – The Company may make its annual equity award grants in respect of 2021, the terms and amounts of which shall be determined in the ordinary course of business consistent with past practice.
19. **New Hire, Promotional and Retentive Equity Awards** – The Company may grant equity awards to individuals who are hired or promoted consistent with Section 6.1(h)(ii) of the Agreement or Item 24 below, or as it determines necessary for employee retention purposes.
20. **Net Settlement** – The Company may withhold and retain shares of Common Stock in satisfaction of the exercise price or taxes incurred in connection with the exercise or settlement of equity-based awards.

Non-Equity Incentive Plans

21. **Annual Incentive Programs** – The Company may establish and make payments pursuant to annual incentive programs in the ordinary course of business consistent with past practice.
22. **Other Incentive Plans** – The Company may establish and make payments pursuant to quarterly, monthly and off-cycle or discretionary incentive, commission or recognition plans in the ordinary course of business consistent with past practice.

Other Compensation Matters

23. **Non-Employee Director Compensation** – The Company may pay compensation and benefits to its non-employee directors in the ordinary course of business consistent with past practice.
24. **New Hires / Promotions** – The Company may hire or promote employees in the ordinary course of business to fill open positions and replace employees whose employment terminates prior to the Closing. The Company may provide any such new hires or promoted employees with compensation and benefits consistent with those provided to similarly situated employees of the Company or prevailing market practices. Without limiting the generality of the foregoing, the Company may fill, and enter into compensation and benefits arrangements in connection with filling, the following open position:
 - a. President, Galileo.

The Company may continue to engage and enter into offer letters and related agreements with employees hired consistent with Section 6.1(h)(ii) of the Agreement or this Item 24 in the ordinary course of business consistent with past practice.

25. **Arrangements with Independent Contractors** – The Company may continue to engage and enter into agreements with independent contractors to provide consulting and professional services in the ordinary course of business consistent with past practice.
26. **Separation Agreements** – The Company may enter into separation agreements (which, for the avoidance of doubt, may provide for the payment of severance in exchange for a release of claims in favor of the Company) with employees whose employment is terminated consistent with Section 6.1(h)(ii) of the Agreement in the ordinary course of business consistent with past practice.
27. **Benefit Plans** – In the ordinary course of business consistent with past practice, the Company may take the appropriate action with respect to Company Benefit Plans that are health and welfare plans to ensure that such plans are effective and operational with respect to the 2021 plan year, including renewing or entering into replacement insurance contracts underlying or used in connection with such Company Benefit Plans on terms similar to those in effect on the date of this Agreement. The Company may amend the lunch benefit described in the Benefit Guide in the ordinary course of business consistent with past practice.
28. **Galileo Benefit Plans** – The Company may integrate legacy employees of Galileo into the Company Benefit Plans applicable to similarly situated employees of the Company and its Subsidiaries.

Section 6.4
Affiliate Agreements

1. The Investors' Rights Agreement.
2. The Right of First Refusal Agreement.
3. The Voting Agreement.

ACQUIROR DISCLOSURE LETTER
to
AGREEMENT AND PLAN OF MERGER
by and among
SOCIAL CAPITAL HEDOSOPHIA HOLDINGS CORP. V
PLUTUS MERGER SUB INC.,
and
SOCIAL FINANCE, INC.
dated as of January 7, 2021

This Acquiror Disclosure Letter, including the exhibits and attachments hereto (collectively, this “Acquiror Disclosure Letter”), is being furnished in connection with the execution and delivery of that certain Agreement and Plan of Merger, dated as of January 7, 2021 (the “Agreement”), by and among Social Capital Hedosophia Holdings Corp. V, a Cayman Islands exempted company limited by shares (“Acquiror”), Plutus Merger Sub Inc., a Delaware corporation and a direct wholly owned subsidiary of Acquiror (“Merger Sub”), and Social Finance, Inc., a Delaware corporation (the “Company”). Unless otherwise defined herein, all capitalized terms used in this Acquiror Disclosure Letter shall have the respective meanings given to such terms in the Agreement.

No reference to or disclosure of any fact, item, circumstance, transaction, event or other matter in this Acquiror Disclosure Letter shall be construed as an admission or indication that such fact, item, circumstance, transaction, event or other matter is or is not “material,” would or would not have, or would or would not reasonably be expected to have, individually or in the aggregate, a “material adverse effect,” or is or is not in the ordinary course of business, or that such fact, item, circumstance, transaction, event or other matter is required to be referred to or disclosed in this Acquiror Disclosure Letter. In addition, matters reflected in this Acquiror Disclosure Letter shall not be used as a basis for interpreting the terms “material adverse effect,” “material,” “materially” or any other similar term in the Agreement. No disclosure in this Acquiror Disclosure Letter relating to any possible breach or violation of any agreement or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

This Acquiror Disclosure Letter and the information and disclosures contained in this Acquiror Disclosure Letter shall not be deemed representations, warranties, covenants or agreements of Acquiror, except as and to the extent expressly provided in the Agreement, and any such representations, warranties, covenants or agreements are qualified in their entirety by reference to the specific provisions of the Agreement. This Acquiror Disclosure Letter and the information and disclosures contained in this Acquiror Disclosure Letter shall not be deemed to expand in any way the scope of any of such representations, warranties or covenants.

Notwithstanding anything to the contrary contained in this Acquiror Disclosure Letter or in the Agreement, any disclosure contained in this Acquiror Disclosure Letter, or any section hereof, with reference to any section of the Agreement or section of this Acquiror Disclosure Letter shall be deemed to be a disclosure with respect to such other applicable sections of the Agreement or sections of this Acquiror Disclosure Letter if it is reasonably apparent on the face of such disclosure that such disclosure is responsive to such other sections of the Agreement or sections of this Acquiror Disclosure Letter. The headings contained in this Acquiror Disclosure Letter are included for convenience only, and are not intended to (i) modify, limit or effect any of the disclosures contained in this Acquiror Disclosure Letter, (ii) be considered in construing or interpreting any of the disclosures contained in this Acquiror Disclosure Letter or (iii) expand the scope of the information required to be disclosed in this Acquiror Disclosure Letter.

References in this Acquiror Disclosure Letter to particular documents shall be deemed to incorporate, and descriptions of particular documents are qualified in their entirety by reference to, such documents. References in this Acquiror Disclosure Letter to any agreement include references to such agreement’s exhibits, schedules and any amendments thereto. Where the terms of a contract, agreement or other disclosure item have been referenced, summarized or described,

such reference, summary or description does not purport to be a complete statement of the terms of such contract, agreement or disclosure item and such disclosures are qualified in their entirety by the specific details of such contract, agreement or disclosure item.

This Acquiror Disclosure Letter contains confidential and proprietary information of Acquiror that is being provided to the Company subject to the Company's obligations and the limitations set forth in the Confidentiality Agreement.

The information contained herein is disclosed in confidence for the purposes contemplated in the Agreement. In disclosing the information in this Acquiror Disclosure Letter, each of Acquiror and Merger Sub and their respective Affiliates expressly do not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein.

Section 1.3
Knowledge

1. Chamath Palihapitiya, Chief Executive Officer and Chairman of the Board of Directors
2. Ian Osborne, President and Director

Section 5.12 – Annex I
SCH PIPE Investors

1. ChaChaCha SPAC 5, LLC
2. Hedosophia Group Limited
3. Hedosophia Public Investments Limited
4. Ravi Tanuku
5. Jay Zaveri or The Tolla-Zaveri Living Trust dtd 12.6.17
6. Andy Artz
7. Raymond Ko or the Ko Family Trust
8. Steven Trieu or The Steven Trieu Living Trust dtd 4.3.12

Section 5.12(e)
Form of Subscription Agreement

[See attached.]

Section 5.13
Brokers' Fees

1. Credit Suisse Securities (USA) LLC (10% of the non-deferred underwriting commission and 20% of the non-deferred underwriting commission payable to the underwriters as described in the final prospectus relating to Acquiror's initial public offering filed with the Securities and Exchange Commission on October 13, 2020 shall be payable to Connaught (UK) Limited for financial advisory services)

Section 7.1(a)
Management Grants

1. Allocation of the 3% pool for management grants to directors and employees of the combined company post-Closing following the effectiveness of a registration statement on Form S-8 (or other applicable form) with respect to the Acquiror Common Stock issuable under the Incentive Equity Plan to be provided by the Company between the date of the Agreement and the Closing.

Section 7.4
No Solicitation By Acquiror

The following disclosure is for information purposes only and shall not be deemed to constitute an exception to the obligations of acquiror set forth in Section 7.4 of the Agreement:

2. Certain directors and officers of Acquiror are also directors or officers or are otherwise affiliated with certain entities other than Acquiror (including Social Capital Hedosophia Holdings Corp. III (“IPOC”), Social Capital Hedosophia Holdings Corp. IV (“IPOD”) and Social Capital Hedosophia Holdings Corp. VI (“IPOF”)), on behalf of which they may be actively pursuing potential business opportunities (including potential business combinations involving one or more such other entities), that do not involve Acquiror.

Section 7.5
Acquiror Conduct of Business

(a) (vi)

1. Indebtedness for borrowed money or guarantees in respect of Working Capital Loans used to pay Acquiror Transaction Expenses.

**CERTIFICATE OF INCORPORATION
OF
[●]**

ARTICLE I

The name of the corporation is [●] (the “Corporation”).

ARTICLE II

The address of the Corporation’s registered office in the State of Delaware is [●], and the name of its registered agent at such address is [●].

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the “DGCL”) as it now exists or may hereafter be amended and supplemented. In addition to the powers and privileges conferred upon the Corporation by law and those incidental thereto, the Corporation shall possess and may exercise all the powers and privileges that are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the Corporation.

ARTICLE IV

The Corporation is authorized to issue four classes of stock to be designated, respectively, “Common Stock,” “Non-Voting Common Stock,” “Preferred Stock” and “Redeemable Preferred Stock.” The total number of shares of capital stock that the Corporation shall have authority to issue is [●]. The total number of shares of Common Stock that the Corporation is authorized to issue is [●], having a par value of \$0.0001 per share, the total number of shares of Non-Voting Common Stock that the Corporation is authorized to issue is [●], having a par value of \$0.0001 per share, the total number of shares of Preferred Stock that the Corporation is authorized to issue is [●], having a par value of \$0.0001 per share, and the total number of shares of Redeemable Preferred Stock that the Corporation is authorized to issue is [●], having a par value of \$0.0000025 per share. References to Preferred Stock herein shall not include the Redeemable Preferred Stock or any series thereof, and references to Redeemable Preferred Stock herein shall not include the Preferred Stock or any series thereof.

ARTICLE V

The designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation are as follows:

A. Common Stock and Non-Voting Common Stock.

1. General. The voting, dividend, liquidation and other rights and powers of the Common Stock and the Non-Voting Common Stock are subject to and qualified by the rights, powers and preferences of any series of Preferred Stock or Redeemable Preferred Stock as may be

designated by the Board of Directors of the Corporation (the “Board of Directors”) and outstanding from time to time.

2. Voting. Except as otherwise provided herein or expressly required by law, each holder of Common Stock, as such, shall be entitled to vote on each matter submitted to a vote of stockholders and shall be entitled to one vote for each share of Common Stock held of record by such holder as of the record date for determining stockholders entitled to vote on such matter. Except to the extent required by Section 242(b)(2) of the DGCL, the Non-Voting Common Stock shall not have any voting rights or powers. Except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any Certificate of Designation (as defined below)) that relates solely to the rights, powers, preferences (or the qualifications, limitations or restrictions thereof) or other terms of one or more outstanding series of Preferred Stock or Redeemable Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any Certificate of Designation) or pursuant to the DGCL.

Subject to the rights of any holders of any outstanding series of Preferred Stock, the number of authorized shares of Common Stock and Non-Voting Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the DGCL.

3. Dividends. Subject to applicable law and the rights and preferences of any holders of any outstanding series of Preferred Stock, and to the prior rights of the holders of the Redeemable Preferred Stock to receive payments in accordance with Article V(C) below, the holders of Common Stock and Non-Voting Common Stock, as such, shall be entitled to the payment of dividends on the Common Stock and Non-Voting Common Stock when, as and if declared by the Board of Directors in accordance with applicable law; provided, that the Common Stock and the Non-Voting Common Stock shall be equal in all respects as to dividends; provided, further, that if the Corporation shall in any manner split, subdivide or combine the outstanding shares of Common Stock or Non-Voting Common Stock, the outstanding shares of the other series shall likewise be split, subdivided or combined in the same manner proportionately and on the same basis per share; provided, further, that no dividend or distribution payable in shares of Common Stock shall be declared on the Non-Voting Common Stock and no dividend or distribution payable in Non-Voting Common Stock shall be declared on the Common Stock, but instead, in the case of a stock dividend or distribution, such dividend or distribution shall be received in like stock (or in such other form as the Board of Directors of the Corporation may determine in accordance with applicable law).

4. Liquidation. Subject to the rights and preferences of any holders of any shares of any outstanding series of Preferred Stock, and to the prior rights of the holders of the Redeemable Preferred Stock to receive payments in accordance with Article V(C) below, in the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the funds and assets of the Corporation that may be legally distributed to the Corporation’s stockholders shall be distributed among the holders of the then outstanding Common Stock and Non-Voting Common Stock pro rata in accordance with the number of shares

of Common Stock and Non-Voting Common Stock held by each such holder; provided, that that the Common Stock and the Non-Voting Common Stock shall be equal in all respects as to rights in liquidation.

5. Transfer Rights. Subject to applicable law and the bylaws of the Corporation (as such bylaws may be amended from time to time, the “Bylaws”), shares of Common Stock and Non-Voting Common Stock shall be fully transferable.

6. Redemption. The Common Stock and Non-Voting Common Stock are not mandatorily redeemable.

7. Special Conversion Provisions. In addition and not in limitation of the provisions in this Certificate of Incorporation:

(i) Upon written notice (“Common Conversion Notice”) to the Corporation from SoftBank Group Capital Limited or SB Sonic Holdco (UK) Limited (each, a “SoftBank Holder” and collectively, the “SoftBank Holders”), such number of shares of Common Stock held by such SoftBank Holder as may be specified in the applicable Common Conversion Notice from such SoftBank Holder shall automatically convert into an equal number of fully paid and non-assessable shares of Non-Voting Common Stock. Each SoftBank holder shall be permitted to provide an unlimited number of Common Conversion Notices. In the event the Corporation becomes a bank holding company (within the meaning of the Bank Holding Company Act of 1956, as amended), then the minimum number of shares of Common Stock held by the SoftBank Holders shall automatically be converted into an equal number of fully paid and non-assessable shares of Non-Voting Common Stock so that the SoftBank Holders, together with their Affiliates, would not own or control, or be deemed to own or control, collectively, greater than 24.9% of the voting power of any class of voting securities of the Corporation.

(ii) Shares of Non-Voting Common Stock shall not be convertible into shares of Common Stock in the hands of any SoftBank Holder or its transferees; provided, that (1) each share of Non-Voting Common Stock shall automatically be converted into one share of Common Stock in a Permitted Regulatory Transfer and (2) in connection with any issuances of Common Stock by the Corporation, at the election of any SoftBank Holder, shares of Non-Voting Common Stock held by such SoftBank Holder may be converted into the same number of shares of Common Stock so long as such SoftBank Holder does not acquire a higher percentage of the outstanding Common Stock than such SoftBank Holder controlled immediately prior to such issuance.

(iii) The Corporation shall take all requisite actions to amend this Certificate of Incorporation to ensure that at all times there are sufficient authorized but unissued shares of Common Stock and Non-Voting Common Stock to permit the SoftBank Holders to convert (1) such number of their shares of Common Stock into Non-Voting Common Stock as set forth in a Common Conversion Notice and (2) all of their shares of Non-Voting Common Stock into Common Stock in a Permitted Regulatory Transfer.

(iv) Any automatic conversion pursuant to this Section 6 shall be deemed to have been made immediately prior to the close of business on the date immediately preceding the date on which the facts, events or occurrences giving rise to such automatic conversion first arose, existed or occurred, without any further action by the holder of such shares and whether or not any certificates representing such shares have been surrendered to the Corporation or its transfer agent, and the Persons entitled to receive the shares of stock issuable upon such automatic conversion shall be treated for all purposes as the record holders of such shares on such date; provided, however, that until any certificates for the shares that have been converted have been delivered to the Corporation or its transfer agent, the Corporation shall not be obligated to issue certificates representing the shares issued upon such automatic conversion.

(v) Certain Definitions:

(1) “Affiliate” of any particular Person means any other Person controlling, controlled by or under common control with such Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, its capacity as a sole or managing member or otherwise; provided, that no stockholder shall be deemed an Affiliate of the Corporation or any of its subsidiaries for purposes of this paragraph (A)7 of Article V and Article XI, and neither the Corporation nor any of its Subsidiaries shall be deemed an Affiliate of any stockholder for purposes of this paragraph (A)7 of Article V and Article XI .

(2) “Permitted Regulatory Transfer” means a transfer of shares of Non-Voting Common Stock in any of the following transfers:

(a) in a widespread public distribution;

(b) to the Corporation;

(c) in transfers in which no transferee (or group of associated transferees) would receive two percent (2%) or more of the outstanding securities of any class of voting securities of the Corporation; and

(d) to a transferee that would control more than fifty percent (50%) of every class of voting securities of the issuing company without any transfer from the person;

(3) “Person” means any individual, general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so permits.

B. Preferred Stock.

1. Shares of Preferred Stock may be issued from time to time in one or more series, each of such series to have such terms as stated or expressed herein and in the resolution or resolutions providing for the creation and issuance of such series adopted by the Board of Directors as hereinafter provided.

2. Authority is hereby expressly granted to the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by adopting a resolution or resolutions providing for the issuance of the shares thereof and by filing a certificate of designation relating thereto in accordance with the DGCL (a "Certificate of Designation"), to determine and fix the number of shares of such series and such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation thereof, dividend rights, conversion rights, redemption privileges and liquidation preferences, and to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series as shall be stated and expressed in such resolutions, all to the fullest extent now or hereafter permitted by the DGCL. Without limiting the generality of the foregoing, but subject to the rights of the holders of the Redeemable Preferred Stock to receive payments in accordance with Article V(C) below, the resolution or resolutions providing for the creation and issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to any other series of Preferred Stock to the extent permitted by law and this Certificate of Incorporation (including any Certificate of Designation). Except as otherwise required by law, holders of any series of Preferred Stock shall be entitled only to such voting rights, if any, as shall expressly be granted thereto by this Certificate of Incorporation (including any Certificate of Designation).

3. Subject to the rights of any holders of any outstanding series of Preferred Stock or Redeemable Preferred Stock, the number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the DGCL.

C. Redeemable Preferred Stock. The Redeemable Preferred Stock authorized by this Restated Certificate may be issued from time to time in one or more series. [●] shares of Redeemable Preferred Stock shall be designated the "Series 1 Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock" (hereinafter referred to as the "Series 1 Preferred Stock"). Shares of outstanding Series 1 Preferred Stock that are redeemed, purchased or otherwise acquired by the Corporation shall be canceled and shall not be re-issuable by the Corporation. The powers, rights, preferences, privileges and restrictions granted to and

imposed on the Series 1 Preferred Stock are as set forth below in this paragraph C of this Article V.

1. Ranking. The shares of Series 1 Preferred Stock shall rank, with respect to rights to the payment of dividends and the distribution of assets upon the Corporation's liquidation, dissolution or winding up:

a. senior to all classes or series of Common Stock, Non-Voting Common Stock, Preferred Stock and any other class or series of capital stock of the Corporation now or hereafter authorized, issued or outstanding that, by its terms, does not expressly provide that it ranks senior to or *pari passu* with the Series 1 Preferred Stock with respect to rights to the payment of dividends and the distribution of assets upon the Corporation's liquidation, dissolution or winding up, as the case may be (collectively, "Series 1 Junior Stock");

b. on a parity with any other class or series of capital stock of the Corporation hereafter authorized, issued or outstanding that, by its terms, expressly provides that it ranks *pari passu* with the Series 1 Preferred Stock with respect to rights to the payment of dividends and the distribution of assets upon the Corporation's liquidation, dissolution or winding up, as the case may be (collectively, "Series 1 Parity Stock");

c. junior to any other class or series of capital stock of the Corporation hereafter authorized, issued or outstanding that, by its terms, expressly provides that it ranks senior to the Series 1 Preferred Stock with respect to rights to the payment of dividends and the distribution of assets upon the Corporation's liquidation, dissolution or winding up, as the case may be, or that is redeemable any earlier than the date that is ninety one (91) days after the date the last share of Series 1 Preferred Stock ceases to be outstanding, other than any Series 1 Parity Stock that is redeemable concurrent with any redemption of Series 1 Preferred Stock ratably in proportion to the preferential amount each holder of Series 1 Preferred Stock and Series 1 Parity Stock is otherwise entitled to receive (collectively, "Series 1 Senior Stock"); and

d. junior to all existing and future indebtedness of the Corporation (including indebtedness convertible into or exchangeable for capital stock of the Corporation) and to any indebtedness of (as well as any preferred equity interest held by others in) the Corporation's existing and future subsidiaries.

The Corporation may authorize and issue additional shares of Series 1 Junior Stock, Series 1 Senior Stock and Series 1 Parity Stock and may issue authorized but unissued shares of Series 1 Preferred Stock, in each case without the consent of the holders of the Series 1 Preferred Stock, provided that such issuance complies with the Incurrence Covenants (as defined in that certain Amended and Restated Series 1 Preferred Stock Investors' Agreement, dated as of [●], 2021, by and among the Corporation and the investors listed on Schedule 1 thereto (such agreement, as amended from time to time, the "Amended and Restated Series 1 Investors' Agreement")).

2. Dividends.

a. The holders of shares of Series 1 Preferred Stock shall be entitled to receive cumulative cash dividends, out of any assets legally available therefor, in parity with

each other, and prior and in preference to any declaration or payment of any dividend (payable other than in Series 1 Junior Stock or rights entitling the holder thereof to receive, directly or indirectly, additional shares of Series 1 Junior Stock) on any Series 1 Junior Stock, from and including the date of issuance of the shares of Series 1 Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock of Social Finance, Inc., a Delaware corporation (the “SoFi Series 1 Preferred Stock”) that were converted into the Series 1 Preferred Stock upon the merger of Social Finance, Inc. and Plutus Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of the Corporation (the “SoFi Merger”), at a fixed rate equal to 12.5% per annum of the Series 1 Price (as defined below) for each outstanding share of Series 1 Preferred Stock then held by them (equivalent to \$12.50 per annum per share of Series 1 Preferred Stock, as adjusted for stock splits, stock dividends, recapitalizations and the like with respect to the Series 1 Preferred Stock), which rate shall reset on each Dividend Reset Date (as defined below) (as reset, if applicable, the “Dividend Rate”). “Series 1 Price” means \$100.00 per share (as adjusted for stock splits, stock dividends, reclassification and the like).

b. Notwithstanding anything to the contrary contained herein, dividends on the Series 1 Preferred Stock will accumulate and compound (if applicable) whether or not the Corporation has earnings, whether or not there are funds legally available for the payment of those dividends and whether or not those dividends are declared by the Board of Directors, and shall include all accumulated and compounded (if applicable) and unpaid dividends on the SoFi Series 1 Preferred Stock as of [●]¹, 2021, if any (“Accrued SoFi Dividends”). Any dividend payment made on the Series 1 Preferred Stock shall first be credited against the earliest accumulated and compounded (if applicable), but unpaid dividend, due with respect to the Series 1 Preferred Stock.

c. Dividends will be payable semi-annually in arrears on the 30th day of June and the 31st day of December of each year, only when, as and if declared by the Board of Directors, provided that if any dividend payment date is not a Business Day (as defined below), then the dividend which would otherwise have been payable on that dividend payment date may be paid on the next succeeding Business Day. “Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York or San Francisco, California are required or authorized by law or executive order to close. The Corporation shall be under no obligation to declare such dividends, subject to the other terms set forth in this Article V. Dividends payable on the Series 1 Preferred Stock will accrue on a daily basis and will be computed based on the actual number of days in a dividend period and a semi-annual dividend period of one hundred and eighty two and a half (182.5) days (treating the semi-annual period during which the SoFi Merger closes as a single dividend period). Dollar amounts resulting from that calculation will be rounded to the nearest cent, with one-half cent being rounded upwards. Dividends will be payable to holders of record of Series 1 Preferred Stock as they appear on the Corporation’s books at the close of business on the applicable record date, which shall be the fifteenth (15th) calendar day before the applicable dividend payment date, or such other record date, no earlier than thirty (30) calendar days before the applicable dividend payment date, as shall be fixed by the Board of Directors or a duly authorized committee of the Board of Directors.

¹ Insert closing date.

d. The Corporation may defer any scheduled dividend payment on the Series 1 Preferred Stock (which may include any scheduled dividend payment on the SoFi Series 1 Preferred Stock), for up to three (3) semi-annual dividend periods subject to such deferred dividend accumulating and compounding at the applicable Dividend Rate. If the Corporation defers any single scheduled dividend payment on the Series 1 Preferred Stock (including any deferred scheduled dividend payment on the SoFi Series 1 Preferred Stock) for four (4) or more semi-annual dividend periods (a “Dividend Default”), the Dividend Rate applicable to (i) the compounding following the date of such Dividend Default on all then-deferred dividend payments (whether or not deferred for four (4) or more semi-annual dividend periods) applied on a go-forward basis and not retroactively, and (ii) all new dividends accruing from and after the date of such Dividend Default and the compounding on such dividends if such new dividends are deferred, shall be equal to the otherwise applicable Dividend Rate plus four hundred (400) basis points (such additional basis points, the “Default Increase”). The Default Increase shall continue to apply (in addition to any applicable future Dividend Rate reset scheduled to occur on every Dividend Reset Date) until the Corporation pays all deferred dividends that resulted in the Dividend Default (including the applicable compounding thereon). Once the Corporation is current in all such dividends, it may again commence deferral of any scheduled dividend payment up to three (3) semi-annual dividend periods, which dividends will accrue at the then applicable Dividend Rate without any Default Increase until the occurrence of another Dividend Default. Except for any Default Increase that may become payable with respect to the Series 1 Preferred Stock as provided above, no interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series 1 Preferred Stock that may be in arrears

e. Dividends on the Series 1 Preferred Stock are payable only when, as and if declared by the Board of Directors. Unless full cumulative dividends on the Series 1 Preferred Stock (after giving effect to any applicable Default Increase) have been or contemporaneously are declared and paid or declared and a sum sufficient for the payment thereof has been or contemporaneously is set apart for payment for all past dividend periods, (i) no dividends (payable other than in Series 1 Junior Stock or rights entitling the holder thereof to receive, directly or indirectly, additional shares of Series 1 Junior Stock) shall be declared or paid or set aside for payment upon shares of Series 1 Junior Stock, (ii) no other distribution (payable other than in Series 1 Junior Stock or rights entitling the holder thereof to receive, directly or indirectly, additional shares of Series 1 Junior Stock) shall be declared or made upon shares of Series 1 Junior Stock, and (iii) no shares of Series 1 Junior Stock shall be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any such shares) by the Corporation (except by reclassification or conversion into or exchange for other Series 1 Junior Stock for other Series 1 Junior Stock or rights entitling the holder thereof to receive, directly or indirectly, additional shares of Series 1 Junior Stock), except (x) from employees, officers, directors, consultants or other persons performing services for the Corporation or any subsidiary upon the occurrence of certain events, such as the termination of employment, or (y) in connection with the exercise of any right of first refusal held by the Corporation.

f. On the fifth (5th) anniversary of May 29, 2019 (May 29, 2019 being referred to as the “Series 1 Original Issue Date”) and on every one (1) year anniversary of the Series 1 Original Issue Date subsequent to the fifth (5th) anniversary of the Series 1

Original Issue Date (such fifth (5th) anniversary date and each subsequent one (1) year anniversary date, a “Dividend Reset Date”), the Dividend Rate shall reset to a new fixed rate equal to six-month LIBOR as in effect on the second London banking day prior to such Dividend Reset Date (which date is the “dividend determination date” with respect to such Dividend Reset Date) (the “Base Dividend Rate”) plus a spread of 9.9399% per annum, as reasonably determined by the Corporation. The Corporation’s reasonable determination of the Dividend Rate as of each Dividend Reset Date will be binding and conclusive on holders of Series 1 Preferred Stock, any transfer agent for such stock and the Corporation. A “London banking day” is any day on which dealings in deposits in U.S. dollars are transacted in the London interbank market.

g. The term “six-month LIBOR” means, for any dividend determination date with respect to an applicable Dividend Reset Date, the London interbank offered rate for deposits in U.S. dollars having an index maturity of six months commencing on such dividend determination date as administered by the ICE Benchmark Administration (or any other person that takes over the administration of such rate) appearing on Reuters Screen LIBOR01 page (or any successor page) as of approximately 11:00 a.m., London, England time, on such dividend determination date; provided, that, in the event such rate does not appear on such page or service or if such page or service shall cease to be available, six-month LIBOR shall be reasonably determined by the Corporation by reference to such other comparable publicly available service for displaying six-month LIBOR as may be reasonably selected by the Corporation. If at any time, the Corporation reasonably determines that no such service is available or either (w) the supervisor for the administrator of six-month LIBOR has made a public statement that such administrator is insolvent (and there is no successor administrator that will continue publication of six-month LIBOR), (x) the administrator of six-month LIBOR has made a public statement identifying a specific date after which six-month LIBOR will permanently or indefinitely cease to be published by it (and there is no successor administrator that will continue publication of six-month LIBOR), (y) the supervisor for the administrator of six-month LIBOR has made a public statement identifying a specific date after which six-month LIBOR will permanently or indefinitely cease to be published or (z) the supervisor for the administrator of six-month LIBOR has made a public statement identifying a specific date after which six-month LIBOR may no longer be used for determining interest rates for loans, then an alternate Base Dividend Rate to six-month LIBOR that is equal to the alternative rate of interest established under the Corporation’s Revolving Credit Agreement, dated as of September 27, 2018, among the Corporation, the lenders and issuing banks party thereto and Goldman Sachs Bank USA, as the administrative agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Facility”), shall apply, or if no such alternative rate of interest has been established under the Credit Facility, or if the Credit Facility no longer exists at such time, then the Corporation shall select an alternate Base Dividend Rate to six-month LIBOR that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loan facilities similar to the Credit Facility in the United States at such time and which is reasonably acceptable to the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock. This paragraph C(2) of this Article V shall be automatically amended by the Corporation without any further action by the holders of capital stock of the Corporation to reflect such alternate Base Dividend Rate, and, with the approval of the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock, such other related

changes to this paragraph C(2) of this Article V as may be applicable. In the event the Corporation does not select an alternate Base Dividend Rate that is reasonably acceptable to the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock, the Corporation shall appoint a calculation agent (the “Calculation Agent”) reasonably acceptable to the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock, which Calculation Agent shall establish an alternate Base Dividend Rate to six-month LIBOR that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loan facilities similar to the Credit Facility in the United States at such time (provided, that if such alternate Base Dividend Rate as so determined would be less than zero, such Base Dividend Rate shall be deemed to be zero for the purposes of this paragraph C(2) of this Article V, and, absent manifest error by the Calculation Agent, this paragraph C(2) of this Article V shall be automatically amended by the Corporation without any further action by the holders of capital stock of the Corporation, to reflect such alternate Base Dividend Rate and, with the approval of the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock, such other related changes to this paragraph C(2) of this Article V as may be applicable. If a Calculation Agent is appointed, the Corporation may, with the consent of the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock, remove such Calculation Agent in accordance with the agreement between the Corporation and the Calculation Agent; provided, that the Corporation shall appoint a successor Calculation Agent who shall be reasonably acceptable to the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock and who shall accept such appointment prior to or contingent upon the effectiveness of such removal. Upon any such removal or appointment, the Corporation shall send written notice thereof to the holders of the Series 1 Preferred Stock. The Corporation shall be responsible for the compensation of the Calculation Agent.

3. Redemption. The Series 1 Preferred Stock is perpetual and has no stated maturity and will not be subject to any sinking fund or, except upon exercise of any Put Right as provided in paragraph (C)(4) of this Article V below, mandatory redemption. The Series 1 Preferred Stock is redeemable at the Corporation’s option, as provided in paragraph (C)(3)(a) and (b) of this Article V below. Except as expressly provided herein, the Corporation is not required to set apart for payment any funds to redeem the Series 1 Preferred Stock.

a. Optional Redemption. Unless prohibited by Delaware law, the Corporation may at any time but no more than three (3) times, at its option, redeem the Series 1 Preferred Stock, in whole or in part (provided any partial redemption is for (x) at least a number of shares of Series 1 Preferred Stock having an aggregate Series 1 Price of one-third (1/3) of the aggregate Series 1 Price of all shares of Series 1 Preferred Stock outstanding as of [●]², 2021 or (y) the remaining shares of Series 1 Preferred Stock then outstanding (such number of shares of Series 1 Preferred Stock being the “Minimum Redemption Amount”)), for cash at a redemption price equal to (i) 100.0% of the Series 1 Price plus (ii) an amount in cash equal to any accumulated and compounded (if applicable) and unpaid dividends thereon (including all Accrued SoFi Dividends, if any, in each case whether or not authorized or declared, and after giving effect to any applicable Default Increase) to, but excluding, the payment date (collectively, the “Series 1 Redemption Price,” and any date on which payment

² Insert closing date.

for such redemption is to be made, the “Optional Redemption Date”); provided, that if any such redemption pursuant to this paragraph (C)(3)(a) of this Article V occurs either (x) prior to the fifth (5th) anniversary of the Series 1 Original Issue Date, or (y) after the fifth (5th) anniversary of the Series 1 Original Issue Date and not on a Dividend Reset Date, a holder of Series 1 Preferred Stock shall also be entitled to receive an amount in cash equal to any dividends that would have otherwise been payable to such holder on such redeemed shares of Series 1 Preferred Stock (after giving effect to any applicable Default Increase) for all dividend periods (even if any are less than a full semi-annual dividend period) following the applicable Optional Redemption Date up to and including the Dividend Reset Date immediately following such Optional Redemption Date (discounted back to such Optional Redemption Date at a rate equal to the greater of (x) the Adjusted Treasury Rate plus fifty (50) basis points and (y) zero (0) per annum) (collectively, the “Redemption Premium”). For the avoidance of doubt, any such Redemption Premium shall not be included in the definition of Series 1 Redemption Price hereunder.

“Adjusted Treasury Rate” means, as of the date of the applicable Repurchase Notice (as defined below), the weekly average rounded to the nearest one hundredth ($1/100^{\text{th}}$) of a percentage point (for the most recently completed week for which such information is available as of the date that is two Business Days prior to the date of such Repurchase Notice) of the yield to maturity of United States Treasury securities with a constant maturity (as compiled and published in Federal Reserve Statistical Release H.15 with respect to each applicable day during such week or, if such release is no longer published, any publicly available source of similar market data) most nearly equal to the period from the date of such Repurchase Notice to the Dividend Reset Date immediately following the applicable Optional Redemption Date; provided, however, that if the period from the date of such Repurchase Notice to the Dividend Reset Date immediately following the applicable Optional Redemption Date is not equal to the constant maturity of a United States Treasury security for which such a yield is given, the Adjusted Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth ($1/12$) of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the date of such Repurchase Notice to the Dividend Reset Date immediately following the applicable Optional Redemption Date is less than one (1) year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one (1) year shall be used. Any such Adjusted Treasury Rate shall be determined, and the information required to be obtained for its calculation shall be obtained, by the Corporation or its designee.

b. Special Optional Redemption. In addition to the redemption rights described in paragraph (C)(3)(a) of this Article V above, and without limiting the rights of the holders of the Series 1 Preferred Stock described in paragraph (C)(4) of this Article V below, unless prohibited by Delaware law, the Corporation, may, at its option, redeem the Series 1 Preferred Stock in whole but not in part upon the occurrence of a Change of Control, within one hundred and twenty (120) days after the first date on which such Change of Control occurred, for cash at a redemption price equal to the Series I Redemption Price.

A “Change of Control” is deemed to occur when, after [●]³, the following have occurred and are continuing: (x) the acquisition by any person, including any syndicate or group deemed to be a “person” under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, of beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of purchases, mergers or other acquisition transactions of the Corporation’s stock entitling that person to exercise more than 50% of the total voting power of all of the Corporation’s stock entitled to vote generally in the election of its directors (except that such person will be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition); and (y) following the closing of any transaction referred to in clause (x) of this paragraph, neither the Corporation nor the acquiring or surviving entity in such transaction has a class of common securities (or American Depositary Receipts representing such securities) listed on the NYSE, the NYSE American or the Nasdaq Stock Market, or listed or quoted on an exchange or quotation system that is a successor to the NYSE, the NYSE American or the Nasdaq Stock Market.

c. Redemption Procedures. In connection with an Optional Redemption pursuant to paragraph (C)(3)(a) of this Article V above or a Special Optional Redemption pursuant to paragraph (C)(3)(b) of this Article V above, the Corporation will make a single payment not less than fifteen (15) days, and not more than sixty (60) days after delivery by the Corporation of the Repurchase Notice (as defined below) to the holders of Series 1 Preferred Stock (the date on which payment for such redemption is to be made, the “Payment Date”). If the Corporation elects to redeem less than all outstanding shares of Series 1 Preferred Stock, then the Corporation shall redeem from each holder, on a pro rata basis in accordance with the number of shares of Series 1 Preferred Stock owned by such holder, that number of outstanding shares of Series 1 Preferred Stock (rounded down to the nearest whole share of Series 1 Preferred Stock) determined by multiplying (x) the total number of shares of outstanding Series 1 Preferred Stock that the Corporation has elected to redeem (which, for the avoidance of doubt, shall not be less than the Minimum Redemption Amount) by (y) the ratio obtained by dividing (i) the total number of shares of Series 1 Preferred Stock held by such holder by (ii) the total number of shares of Series 1 Preferred Stock outstanding, each as of the date of the Repurchase Notice. If on the Payment Date, Delaware law prohibits the Corporation from redeeming all shares of Series 1 Preferred Stock to be redeemed, the Corporation shall ratably redeem the maximum number of shares that it may redeem consistent with such law, and may redeem the remaining shares as soon as it may lawfully do so.

d. Repurchase Notice. The Corporation shall send written notice of the redemption pursuant to this paragraph (C)(3) of this Article V (the “Repurchase Notice”) to each holder of record of Series 1 Preferred Stock not less than fifteen (15) days and not more than sixty (60) days prior to the Payment Date, and in the event of a Special Optional Redemption pursuant to paragraph (C)(3)(b) of this Article V above, not later than 105 days after the applicable Change of Control. Each Repurchase Notice shall state:

³ Note to Draft: To be the first business day following the Closing Date.

i. the aggregate number of shares of Series 1 Preferred Stock that the Corporation shall redeem on the Payment Date;

ii. the number of shares of Series 1 Preferred Stock held by the holder that the Corporation shall redeem;

iii. the Series 1 Redemption Price and, if applicable, the Redemption Premium, and the Payment Date; and

iv. for holders of shares of Series 1 Preferred Stock in certificated form, that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Series 1 Preferred Stock to be redeemed.

e. Surrender of Certificates; Payment. On or before the applicable Payment Date or Put Right Payment Date (as defined below), each holder of shares of Series 1 Preferred Stock to be redeemed on such Payment Date or repurchased on such Put Right Payment Date, shall, if a holder of shares in certificated form, surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Repurchase Notice or Put Right Notice (as defined below), and thereupon the Series 1 Redemption Price and, if applicable, the Redemption Premium, for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the event less than all of the shares of Series 1 Preferred Stock represented by a certificate are redeemed or repurchased, a new certificate, instrument, or book entry representing the unredeemed or unrepurchased shares of Series 1 Preferred Stock shall promptly be issued to such holder.

f. Rights Subsequent to Redemption. If the Repurchase Notice or Put Right Notice shall have been duly given, and if on the applicable Payment Date or Put Right Payment Date, the Series 1 Redemption Price and, if applicable, the Redemption Premium, payable upon redemption or repurchase of the shares of Series 1 Preferred Stock to be redeemed on such Payment Date or repurchased on such Put Right Payment Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that any certificates evidencing any of the shares of Series 1 Preferred Stock so called for redemption or subject to such Put Right shall not have been surrendered, dividends with respect to such shares of Series 1 Preferred Stock shall cease to accrue after such Payment Date or Put Right Payment Date and all rights with respect to such shares shall forthwith after the Payment Date or Put Right Payment Date terminate, except only the right of the holders to receive the Series 1 Redemption Price and, if applicable, the Redemption Premium, without interest upon surrender of any such certificate or certificates therefor.

4. Put Rights.

a. Change of Control Put Right. Provided the Corporation does not exercise its right to redeem the Series 1 Preferred Stock pursuant to paragraph (C)(3) of this Article V above, upon the occurrence of a Change of Control, within one hundred and twenty (120) days after the first date on which such Change of Control occurred, each holder of Series 1 Preferred Stock will have the right (a “Change of Control Put Right”) to require the Corporation, at the holder’s election, to purchase for cash some or all of the shares of Series 1 Preferred Stock held by such holder on the applicable Put Right Payment Date at a redemption price equal to the Series 1 Redemption Price.

b. Dividend Default Put Right. If the Series 1 Preferred Stock is not earlier redeemed by the Corporation, if a Dividend Default occurs and is continuing as of any Dividend Reset Date, during the six-month period immediately following such Dividend Reset Date, each holder of Series 1 Preferred Stock will have the right (the “Dividend Default Put Right”) to require the Corporation, at the holder’s election, to purchase for cash some or all of the shares of Series 1 Preferred Stock held by such holder on the applicable Put Right Payment Date at a redemption price equal to the Series 1 Redemption Price.

c. Covenant Default Put Right. If the Series 1 Preferred Stock is not earlier redeemed by the Corporation, if a Covenant Default (as defined in the Amended and Restated Series 1 Investors’ Agreement) occurs and is not cured within the applicable Cure Period (as defined in the Amended and Restated Series 1 Investors’ Agreement), during the six-month period immediately following the expiration of such Cure Period, each holder of Series 1 Preferred Stock will have the right (the “Covenant Default Put Right” and, together with the Change of Control Put Right and the Dividend Default Put Right, the “Put Rights”) to require the Corporation, at the holder’s election, to purchase for cash some or all of the shares of Series 1 Preferred Stock held by such holder on the applicable Put Right Payment Date at a redemption price equal to the Series 1 Redemption Price.

d. Notice. In the event any holder of Series 1 Preferred Stock shall exercise a Put Right, the Corporation shall send written notice (the “Put Right Notice”) confirming such exercise to each holder of record of Series 1 Preferred Stock not later than ten (10) days following the date of such exercise. Each Put Right Notice shall state:

i. the Series 1 Redemption Price and the Put Right Payment Date; and

ii. for holders of shares of Series 1 Preferred Stock in certificated form, that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Series 1 Preferred Stock to be repurchased by the Corporation.

e. Waiver. Any Dividend Default Put Right or Covenant Default Put Right, once exercisable by the holders of Series 1 Preferred Stock, may be waived prior to the first Put Right Payment Date with respect to such Dividend Default Put Right or

Covenant Default Put Right with the written consent of the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock.

f. Payment. The Corporation shall deliver the amount payable upon exercise of a Put Right on a Business Day on or prior to the date that is forty-five (45) days following the date such Put Right is exercised in writing (the date on which payment for such purchase is to be made, the “Put Right Payment Date”), provided such Put Right is not thereafter waived in accordance with paragraph (C)(4)(e) of this Article V.

g. Remedies.

i. The Default Increase and the Dividend Default Put Right shall be the sole and exclusive remedy of the holders of Series 1 Preferred Stock for a Dividend Default. The Default Increase and the Covenant Default Put Right shall be the sole and exclusive remedy of the holders of Series 1 Preferred Stock for a Covenant Default. The Default Increase, if applicable, shall apply without duplication, regardless of whether there is more than one Covenant Default that remains uncured at the expiration of the Cure Period. This paragraph (C)(4)(g)(i) of this Article V shall not be applicable to the remedies available in the event the Corporation shall fail to pay any of the Change of Control Put Right, Dividend Default Put Right or Covenant Default Put Right for any reason.

ii. Upon exercise of a Put Right, and subject to this paragraph (C)(4)(g) of this Article V, the Corporation shall apply all of its assets to any such repurchase, and to no other corporate purpose, except to the extent prohibited by Delaware law. If the Corporation shall fail to pay any Put Right for any reason (including due to a limitation imposed by its credit facility or any other agreement, Delaware law or any other applicable law), the holders of Series 1 Preferred Stock shall be entitled to seek damages for such failure to pay and the Corporation shall take all actions (as determined by the Board of Directors in good faith and consistent with its fiduciary duties) to generate sufficient funds to pay the applicable Put Right, including by way of selling assets, reducing indebtedness, raising equity or other financing or otherwise, and any such funds shall immediately (and in no event more than five (5) Business Days thereafter) be used to pay such Put Right. Until the Change of Control Put Right, Dividend Default Put Right or Covenant Default Put Right, as applicable, is paid, the shares of Series 1 Preferred Stock that are the subject of such Put Right shall continue to bear cumulative dividends at the Dividend Rate (after giving effect to any applicable Default Increase) in accordance with paragraph (C)(2) of this Article V. If on any Put Right Payment Date, Delaware law prohibits the Corporation from repurchasing all shares of Series 1 Preferred Stock that are subject to the applicable Put Right, the Corporation shall ratably repurchase the maximum number of shares of Series 1 Preferred Stock that it may repurchase consistent with such law from each holder exercising such Put Right, and shall redeem the remaining shares of Series 1 Preferred Stock as soon as it may lawfully do so under such law.

5. Voting Rights and Powers.

a. Each holder of Series 1 Preferred Stock shall be entitled to vote on each matter submitted to a vote of holders of Common Stock and shall be entitled to [one]⁴ vote for each share of Series 1 Preferred Stock held of record by such holder as of the record date for determining stockholders entitled to vote on such matter. The holders of Common Stock and Series 1 Preferred Stock shall vote together as a single class on all matters submitted to a vote of stockholders. Except as expressly provided by this Certificate of Incorporation or to the extent required by Section 242(b)(2) of the DGCL, holders of Series 1 Preferred Stock shall have no voting power, and no right to vote on any matter at any time, either as a separate series or class or together with any other series or class of shares of capital stock, and shall not be entitled to call a meeting of such holders for any purpose.

b. So long as any shares of Series 1 Preferred Stock remain outstanding, the affirmative vote or consent of the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock is required for the Corporation to amend, alter or repeal any provision of this Certificate of Incorporation or the Bylaws, whether by merger, consolidation or otherwise, in a manner that materially adversely affects the holders of the Series 1 Preferred Stock (provided that an amendment that authorizes Series 1 Senior Stock otherwise in accordance with this Certificate of Incorporation shall not be deemed to materially adversely affect the holders of the Series 1 Preferred Stock). Except to the extent required by the DGCL, an amendment of any provision of this paragraph (C) of this Article V shall only require the consent of the Corporation and the affirmative vote or consent of the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock, if any remain outstanding.

The foregoing voting provisions will not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series 1 Preferred Stock shall have been redeemed or called for redemption upon proper notice and sufficient funds shall have been irrevocably set aside by the Corporation separate and apart from its other assets, in trust for the benefit of the holders of any shares of Series 1 Preferred Stock so called for redemption so as to be and continue to be available therefor.

c. If a Dividend Default shall occur, the number of directors of the Corporation shall be increased by one within ten (10) days of the occurrence of such Dividend Default, and the holders of a majority of the outstanding shares of Series 1 Preferred Stock may, in their sole discretion, appoint one (1) additional member of the Board of Directors (the “Series 1 Director”), which director shall serve until full cumulative dividends on the Series 1 Preferred Stock (after giving effect to any applicable Default Increase) have been or contemporaneously are declared and paid or declared and a sum sufficient for the payment thereof has been, or contemporaneously is, set apart for payment for all past dividend periods and the then-current dividend period. Holders of a majority of the shares of Series 1 Preferred Stock shall also have the right to remove from office such director, to fill any vacancy caused

⁴ Note to Draft: The total voting power of the Series 1 Preferred Stock will aggregate to approximately 1% of the outstanding voting power at the Closing.

by the resignation or death of such director and to fill any vacancy caused by the removal of such director. Upon such payment, or such declaration and setting apart for payment in full, the term of the additional director so elected shall forthwith terminate, and the number of directors shall be reduced by one (1), and such voting right of the holders of shares of Series 1 Preferred Stock shall cease, in each case without further action by the Board of Directors, the Corporation or any other person, subject to increase in the number of directors of the Corporation as described above and to revesting of such voting right in the event of each and every additional Dividend Default.

6. Conversion Rights. The holders of shares of Series 1 Preferred Stock shall not have any rights to convert such shares into shares of any other class or series of securities of the Corporation.

ARTICLE VI

The name and mailing address of the Sole Incorporator is as follows:

Name:
[•]

Address:
[•]

ARTICLE VII

For the management of the business and for the conduct of the affairs of the Corporation it is further provided that:

A. The directors shall be elected at the annual meetings of stockholders as specified in this Certificate of Incorporation, except as otherwise provided in this Certificate of Incorporation and in the Bylaws, and each director shall hold office until his or her successor is duly elected and qualified or until his or her earlier death, resignation, disqualification or removal in accordance with this Certificate of Incorporation and the Bylaws. No decrease in the number of directors shall shorten the term of any incumbent director.

B. Subject to the special rights of the holders of one or more outstanding series of Preferred Stock to elect directors, the election of directors shall be determined by a plurality of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon.

C. Except as otherwise expressly provided by the DGCL or this Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The number of directors that shall constitute the whole Board of Directors shall be fixed exclusively by one or more resolutions adopted from time to time by the Board of Directors in accordance with the Bylaws.

D. Subject to the special rights of the holders of one or more outstanding series of Preferred Stock to elect directors, the Board of Directors or any individual director may be removed from office at any time, with or without cause, by the affirmative vote of the holders of

at least a majority of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

E. Subject to the special rights of the holders of one or more outstanding series of Preferred Stock to elect directors, except as otherwise provided by law, any vacancies on the Board of Directors resulting from death, resignation, disqualification, retirement, removal or other causes and any newly created directorships resulting from any increase in the number of directors shall be filled exclusively by a majority of the directors then in office, even though less than a quorum, or by a sole remaining director, and shall not be filled by the stockholders. Any director appointed in accordance with the preceding sentence shall hold office for a term expiring at the next annual meeting of stockholders and until his or her successor has been elected and qualified, subject, however, to such director's earlier death, resignation, retirement, disqualification or removal.

F. Whenever the holders of any one or more series of Preferred Stock issued by the Corporation shall have the right, voting separately as a series or separately as a class with one or more such other series, to elect directors at an annual or special meeting of stockholders, the election, term of office, removal and other features of such directorships shall be governed by the terms of this Certificate of Incorporation (including any Certificate of Designation). Notwithstanding anything to the contrary in this Article VII, the number of directors that may be elected by the holders of any such series of Preferred Stock shall be in addition to the number fixed pursuant to paragraph C of this Article VII, and the total number of directors constituting the whole Board of Directors shall be automatically adjusted accordingly. Except as otherwise provided in the Certificate of Designation(s) in respect of one or more series of Preferred Stock, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such Certificate of Designation(s), the terms of office of all such additional directors elected by the holders of such series of Preferred Stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate (in which case each such director thereupon shall cease to be qualified as, and shall cease to be, a director) and the total authorized number of directors of the Corporation shall automatically be reduced accordingly.

G. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws, subject to the power of the stockholders of the Corporation entitled to vote with respect thereto to adopt, amend or repeal the Bylaws. The stockholders of the Corporation shall also have the power to adopt, amend or repeal the Bylaws; provided, that in addition to any vote of the holders of any class or series of stock of the Corporation required by applicable law or by this Certificate of Incorporation (including any Certificate of Designation in respect of one or more series of Preferred Stock) or the Bylaws of the Corporation, the adoption, amendment or repeal of the Bylaws of the Corporation by the stockholders of the Corporation shall require the affirmative vote of the holders

of at least two-thirds of the voting power of all of the then outstanding shares of voting stock of the Corporation entitled to vote generally in an election of directors.

H. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

ARTICLE VIII

A. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of the stockholders of the Corporation, and shall not be taken by written consent of the stockholders. Notwithstanding the foregoing, any action required or permitted to be taken by the holders of any series of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided by the applicable Certificate of Designation relating to such series of Preferred Stock, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares of the relevant series of Preferred Stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation in accordance with the applicable provisions of the DGCL.

B. Subject to the special rights of the holders of one or more series of Preferred Stock, and to the requirements of applicable law, special meetings of the stockholders of the Corporation may be called only by or at the direction of the Board of Directors, the Chairperson of the Board of Directors or the Chief Executive Officer, in each case, in accordance with the Bylaws, and shall not be called by any other person or persons. Any such special meeting so called may be postponed, rescheduled or cancelled by the Board of Directors or other person calling the meeting.

C. Advance notice of stockholder nominations for the election of directors and of other business proposed to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws. Any business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes identified in the notice of meeting.

ARTICLE IX

No director of the Corporation shall have any personal liability to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or hereafter may be amended. Any amendment, repeal or modification of this Article IX, or the adoption of any provision of the Certificate of Incorporation of the Corporation inconsistent with this Article IX, shall not adversely affect any right or protection of a director of the Corporation with respect to any act or omission occurring prior to such amendment, repeal, modification or adoption. If the DGCL is amended after approval by the stockholders of this Article IX to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended.

ARTICLE X

The Corporation shall indemnify its directors and officers to the fullest extent authorized or permitted by applicable law, as now or hereafter in effect, and such right to indemnification shall continue as to a person who has ceased to be a director or officer of the Corporation and shall inure to the benefit of his or her heirs, executors and personal and legal representatives; provided, however, that, except for proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or personal or legal representatives) in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors. The right to indemnification conferred by this Article X shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition upon receipt by the Corporation of an undertaking by or on behalf of the director or officer receiving advancement to repay the amount advanced if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation under this Article X. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article X to directors and officers of the Corporation. The rights to indemnification and to the advancement of expenses conferred in this Article X shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation, the Bylaws, any statute, agreement, vote of stockholders or disinterested directors or otherwise. Any repeal or modification of this Article X by the stockholders of the Corporation shall, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to provide broader indemnification rights on a retroactive basis than permitted prior thereto), and shall not adversely affect any rights to indemnification and to the advancement of expenses of a director, officer, employee or agent of the Corporation (collectively, the “Covered Persons”) existing at the time of such repeal or modification in respect of any proceeding (regardless of when such proceeding is first threatened, commenced or completed) arising out of, or related to, any act or omission occurring prior to such repeal or modification of such inconsistent provision.

The Corporation hereby acknowledges that certain Covered Persons may have rights to indemnification and advancement of expenses (directly or through insurance obtained by any such entity) provided by one or more third parties (collectively, the “Other Indemnitors”), and which may include third parties for whom such Covered Person serves as a manager, member, officer, employee or agent. The Corporation hereby agrees and acknowledges that notwithstanding any such rights that a Covered Person may have with respect to any Other Indemnitor(s), (i) the Corporation is the indemnitor of first resort with respect to all Covered Persons in respect of all obligations to indemnify and provide advancement of expenses to Covered Persons, (ii) the Corporation shall be required to indemnify and advance the full amount of expenses incurred by the Covered Persons, to the fullest extent required by law, the terms of this Certificate of Incorporation, the Bylaws, any agreement to which the Corporation is a party, any vote of the stockholders or the Board of Directors, or otherwise, without regard to any rights the Covered Persons may have against the Other Indemnitors and (iii) to the fullest extent permitted by law, the Corporation irrevocably waives, relinquishes and releases the Other Indemnitors from any and all claims for contribution, subrogation or any other recovery of any kind in respect thereof. The Corporation further agrees that no advancement or payment by the Other Indemnitors with respect

to any claim for which the Covered Persons have sought indemnification from the Corporation shall affect the foregoing and the Other Indemnitors shall have a right of contribution and/or be subrogated to the extent of any such advancement or payment to all of the rights of recovery of the Covered Persons against the Corporation. These rights shall be a contract right, and the Other Indemnitors are express third party beneficiaries of the terms of this paragraph. Notwithstanding anything to the contrary herein, the obligations of the Corporation under this paragraph shall only apply to Covered Persons in their capacity as Covered Persons.

ARTICLE XI

A. The Corporation hereby acknowledges that to the fullest extent permitted by applicable law: (1) each of the Sponsor, the SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors (including (a) their respective Affiliates, (b) any portfolio company in which they or any of their respective Affiliates or investment fund Affiliates have made a debt or equity investment (and vice versa) or (c) any of their respective limited partners, non-managing members or other similar direct or indirect investors) and the director nominees of the foregoing has the right to, and shall have no duty (fiduciary, contractual or otherwise) not to, directly or indirectly engage in and possess interests in other business ventures of every type and description, including those engaged in the same or similar business activities or lines of business as the Corporation or any of its subsidiaries or deemed to be competing with the Corporation or any of its subsidiaries, on its own account, or in partnership with, or as an employee, officer, director or shareholder of any other Person, with no obligation to offer to the Corporation or any of its subsidiaries, or any other investor or holder of capital stock of the Company the right to participate therein; (2) each of the Sponsor, the SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors (including (a) their respective Affiliates, (b) any portfolio company in which they or any of their respective Affiliates or investment fund Affiliates have made a debt or equity investment (and vice versa) or (c) any of their respective limited partners, non-managing members or other similar direct or indirect investors) and the director nominees of the foregoing may invest in, or provide services to, any Person that directly or indirectly competes with the Corporation or any of its subsidiaries; and (iii) in the event that any of the Sponsor, the SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors (including (a) their respective Affiliates, (b) any portfolio company in which they or any of their respective Affiliates or investment fund Affiliates have made a debt or equity investment (and vice versa) or (c) any of their respective limited partners, non-managing members or other similar direct or indirect investors) or any director nominee of the foregoing, respectively, acquires knowledge of a potential transaction or matter that may be a corporate or other business opportunity for the Corporation or any of its subsidiaries, such Person shall have no duty (fiduciary, contractual or otherwise) to communicate or present such corporate opportunity to the Corporation or any of its subsidiaries or any other investor or holder of capital stock of the Company, as the case may be, and shall not be liable to the Corporation or any of its subsidiaries or any other investor or holder of capital stock of the Corporation (or its respective Affiliates) for breach of any duty (fiduciary, contractual or otherwise) by reason of the fact that such Person, directly or indirectly, pursues or acquires such opportunity for itself, directs such opportunity to another Person or does not present such opportunity to the Corporation or any of its subsidiaries or any other investor or holder of capital stock of the Corporation (or its respective Affiliates). For the avoidance of doubt, the parties acknowledge that, subject to paragraph B of this Article XI, this paragraph A of this Article XI is intended to disclaim and renounce, to the fullest extent

permitted by applicable law, any right of the Corporation or any of its subsidiaries with respect to the opportunities expressly disclaimed by this paragraph A of this Article XI, and this paragraph A of this Article XI shall be construed to effect such disclaimer and renunciation to the fullest extent permitted by law.

B. Notwithstanding anything to the contrary in this Article XI, this Article XI shall not apply to any potential transaction or matter that may be a corporate or other business opportunity for the Corporation or any of its subsidiaries presented in writing to any director nominee of the Sponsor, SoftBank Investors, Silver Lake Investors, QIA Investors, or Red Crow Investors expressly in each such Person's capacity as a director or employee of the Corporation or any of its subsidiaries (and not in any other capacity).

C. For the purpose of this Article XI:

1. "Affiliated Fund" means an affiliated fund or entity of a stockholder, which means with respect to a limited liability company or a limited liability partnership, a fund or entity managed by the same manager or managing member or general partner or management company or by an entity controlling, controlled by, or under common control with such manager or managing member or general partner or management company, or advised by the same investment adviser.

2. "Red Crow Investors" means, [●] and any Affiliated Fund of the foregoing to whom the foregoing have transferred shares of capital stock of the Corporation.

3. "Silver Lake Investors" means, collectively, Silver Lake Partners IV, L.P. and Silver Lake Technology Investors IV (Delaware II), L.P. and any Affiliated Fund of the foregoing to whom the foregoing have transferred shares of capital stock of the Corporation.

4. "SoftBank Investors" means, collectively, SoftBank Group Capital Limited and SB Sonic Holdco (UK) Limited and any Affiliated Fund of the foregoing to whom the foregoing have transferred shares of capital stock of the Corporation.

5. "Sponsor" shall mean SCH Sponsor V LLC, a Cayman Islands limited liability company.

6. "QIA Investors" means QIA FIG Holding LLC and any Affiliated Fund of the foregoing to whom it has transferred shares of capital stock of the Corporation.

ARTICLE XII

D. The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation (including any Certificate of Designation), in the manner now or hereafter prescribed by this Certificate of Incorporation and the DGCL. Notwithstanding anything contained in this Certificate of Incorporation to the contrary, in addition to any vote required by applicable law, the following provisions in this Certificate of Incorporation may be amended, altered, repealed or rescinded, in whole or in part, or any provision inconsistent therewith or herewith may be adopted, only by the affirmative vote of the holders of at least 66 2/3% of the total voting power of all the then

outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class: Article V, Article VII, Article VIII, Article IX, Article X, Article XI and this Article XI.

E. If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not, to the fullest extent permitted by applicable law, in any way be affected or impaired thereby and (ii) to the fullest extent permitted by applicable law, the provisions of this Certificate of Incorporation (including, without limitation, each such portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

I, THE UNDERSIGNED, being the Sole Incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the DGCL, do make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this [●] day of [●], 2021.

[●]

Sole Incorporator

[●]

(a Delaware corporation)

BYLAWS

As Adopted [●], 2021 and

As Effective [●], 2021

ARTICLE I**OFFICES**

Section 1.1 Registered Office. The registered office of [●] (the “Corporation”) within the State of Delaware shall be located at either: (a) the principal place of business of the Corporation in the State of Delaware; or (b) the office of the corporation or individual acting as the Corporation’s registered agent in Delaware.

Section 1.2 Additional Offices. The Corporation may, in addition to its registered office in the State of Delaware, have such other offices and places of business, both within and outside the State of Delaware, as the Board of Directors of the Corporation (the “Board”) may from time to time determine or as the business and affairs of the Corporation may require.

ARTICLE II**STOCKHOLDERS MEETINGS**

Section 2.1 Annual Meetings. The annual meeting of stockholders shall be held at such place, either within or without the State of Delaware, and time and on such date as shall be determined by the Board and stated in the notice of the meeting; provided that the Board may in its sole discretion determine that the meeting shall not be held at any place, but may instead be held solely by means of remote communication pursuant to Section 9.5(a). At each annual meeting, the stockholders entitled to vote on such matters shall elect those directors of the Corporation to fill any term of a directorship that expires on the date of such annual meeting and may transact any other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Subject to the rights of the holders of any outstanding series of the preferred stock of the Corporation (the “Preferred Stock”), and to the requirements of applicable law, special meetings of the stockholders may be called only by the Chairperson of the Board, Chief Executive Officer or by the Board of Directors pursuant to a resolution adopted by a majority of the total number of directors which the Corporation would have if there were no vacancies (the “Whole Board”) and shall not be called by any other person or persons. Special meetings of stockholders shall be held at such place, either within or without the State of Delaware, and at such time and on such date as shall be determined by the Board and stated in the Corporation’s notice of the meeting; provided that the Board may in its sole discretion determine

that the meeting shall not be held at any place, but may instead be held solely by means of remote communication pursuant to Section 9.5(a).

Section 2.3 Notices. Written notice of each stockholders meeting stating the place, if any, date, and time of the meeting, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting and the record date for determining the stockholders entitled to vote at the meeting, if such date is different from the record date for determining stockholders entitled to notice of the meeting, shall be given in the manner permitted by Section 9.3 to each stockholder entitled to vote thereat as of the record date for determining the stockholders entitled to notice of the meeting, by the Corporation not less than 10 nor more than 60 days before the date of the meeting unless otherwise required by the General Corporation Law of the State of Delaware (the “DGCL”). If said notice is for a stockholders meeting other than an annual meeting, it shall in addition state the purpose or purposes for which the meeting is called, and the business transacted at such meeting shall be limited to the matters so stated in the Corporation’s notice of meeting (or any supplement thereto). Any meeting of stockholders as to which notice has been given may be postponed, and any meeting of stockholders as to which notice has been given may be cancelled, by the Board upon public announcement (as defined in Section 2.7(c)) given before the date previously scheduled for such meeting.

Section 2.4 Quorum. Except as otherwise provided by applicable law, the Corporation’s Certificate of Incorporation, as the same may be amended or restated from time to time (the “Certificate of Incorporation”) or these Bylaws, the presence, in person or by proxy, at a stockholders meeting of the holders of a majority of the voting power of all outstanding shares of the Corporation entitled to vote generally in the election of directors shall constitute a quorum for the transaction of business at such meeting, except that when specified business is to be voted on by a class or series of stock voting as a class, the holders of shares representing a majority of the voting power of the outstanding shares of such class or series shall constitute a quorum of such class or series for the transaction of such business. If a quorum shall not be present or represented by proxy at any meeting of the stockholders of the Corporation, the chairperson of the meeting may adjourn the meeting from time to time in the manner provided in Section 2.6 until a quorum shall attend. The stockholders present at a duly convened meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the voting power of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation or any such other corporation to vote shares held by it in a fiduciary capacity.

Section 2.5 Voting of Shares.

(a) Voting Lists. The Secretary of the Corporation (the “Secretary”) shall prepare, or shall cause the officer or agent who has charge of the stock ledger of the Corporation to prepare, at least 10 days before every meeting of stockholders, a complete list of the stockholders of record entitled to vote at such meeting and showing the address and the number and class of shares registered in the name of each stockholder. Nothing contained in this Section 2.5(a) shall require the Corporation to include electronic mail addresses or other electronic contact information

on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least 10 days prior to the meeting: (i) on a reasonably accessible electronic network; provided that the information required to gain access to such list is provided with the notice of the meeting; or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If a meeting of stockholders is to be held solely by means of remote communication as permitted by Section 9.5(a), the list shall be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of meeting. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list required by this Section 2.5(a) or to vote in person or by proxy at any meeting of stockholders.

(b) Manner of Voting. At any stockholders meeting, every stockholder entitled to vote may vote in person or by proxy. If authorized by the Board, the voting by stockholders or proxy holders at any meeting conducted by remote communication may be effected by a ballot submitted by electronic transmission (as defined in Section 9.3); provided that any such electronic transmission must either set forth or be submitted with information from which the Corporation can determine that the electronic transmission was authorized by the stockholder or proxy holder. The Board, in its discretion, or the chairperson of the meeting of stockholders, in such person's discretion, may require that any votes cast at such meeting shall be cast by written ballot.

(c) Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. Proxies need not be filed with the Secretary until the meeting is called to order, but shall be filed with the Secretary before being voted. Without limiting the manner in which a stockholder may authorize another person or persons to act for such stockholder as proxy, either of the following shall constitute a valid means by which a stockholder may grant such authority. No stockholder shall have cumulative voting rights.

(i) A stockholder may execute a writing authorizing another person or persons to act for such stockholder as proxy. Execution may be accomplished by the stockholder or such stockholder's authorized officer, director, employee or agent signing such writing or causing such person's signature to be affixed to such writing by any reasonable means, including, but not limited to, by facsimile signature.

(ii) A stockholder may authorize another person or persons to act for such stockholder as proxy by transmitting or authorizing the transmission of an electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission; provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic

transmission was authorized by the stockholder. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission authorizing another person or persons to act as proxy for a stockholder may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used; provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

(d) Required Vote. Subject to the rights of the holders of one or more series of the Preferred Stock, voting separately by class or series, to elect directors pursuant to the terms of one or more series of Preferred Stock, at all meetings of stockholders at which a quorum is present, the election of directors shall be determined by a plurality of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon. Except as otherwise provided by law, the Certificate of Incorporation, or these Bylaws, in all matters other than the election of directors, the affirmative vote of a majority of the voting power of the shares present in person or represented by proxy at the meeting and entitled to vote on the matter shall be the act of the stockholders.

(e) Inspectors of Election. The Board may, and shall if required by law, in advance of any meeting of stockholders, appoint one or more persons as inspectors of election, who may be employees of the Corporation or otherwise serve the Corporation in other capacities, to act at such meeting of stockholders or any adjournment thereof and to make a written report thereof. The Board may appoint one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspectors of election or alternates are appointed by the Board, the chairperson of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before discharging his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall ascertain and report the number of outstanding shares and the voting power of each; determine the number of shares present in person or represented by proxy at the meeting and the validity of proxies and ballots; count all votes and ballots and report the results; determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors; and certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. No person who is a candidate for an office at an election may serve as an inspector at such election. Each report of an inspector shall be in writing and signed by the inspector or by a majority of them if there is more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors.

Section 2.6 Adjournments. Any meeting of stockholders, annual or special, may be adjourned by the chairperson of the meeting, from time to time, whether or not there is a quorum, to reconvene at the same or some other place. Notice need not be given of any such adjourned meeting if the date, time, and place, if any, thereof, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting the stockholders, or the holders of any class or series of stock entitled to vote separately as a class, as the case may be, may transact any business that might have been transacted at the original meeting. If the adjournment is for more than 30 days, notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the

adjournment a new record date for stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix a new record date for notice of such adjourned meeting in accordance with Section 9.2, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date fixed for notice of such adjourned meeting.

Section 2.7 Advance Notice for Business.

(a) Annual Meetings of Stockholders. No business may be transacted at an annual meeting of stockholders, other than business that is either: (i) specified in the Corporation's notice of meeting (or any supplement thereto) given by or at the direction of the Board; (ii) otherwise properly brought before the annual meeting by or at the direction of the Board; or (iii) otherwise properly brought before the annual meeting by any stockholder of the Corporation: (A) who is a stockholder of record entitled to vote at such annual meeting on the date of the giving of the notice provided for in this Section 2.7(a) and on the record date for the determination of stockholders entitled to vote at such annual meeting; and (B) who complies with the notice procedures set forth in this Section 2.7(a). Notwithstanding anything in this Section 2.7(a) to the contrary, only persons nominated for election as a director to fill any term of a directorship that expires on the date of the annual meeting pursuant to Section 3.2 will be considered for election at such meeting.

(i) In addition to any other applicable requirements, for business (other than nominations) to be properly brought before an annual meeting by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary and such business must otherwise be a proper matter for stockholder action. Subject to Section 2.7(a)(iii), a stockholder's notice to the Secretary with respect to such business, to be timely, must be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the 90th day nor earlier than the opening of business on the 120th day before the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that in the event that the date of the annual meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the 120th day prior to such annual meeting and not later than the close of business on the later of the 90th day prior to such annual meeting or, if the first public announcement of the date of such annual meeting is less than one hundred (100) days prior to the date of such annual meeting, the 10th day following the day on which public announcement of the date of such meeting is first made by the Corporation. The public announcement of an adjournment or postponement of an annual meeting shall not commence a new time period (or extend any time period) for the giving of a stockholder's notice as described in this Section 2.7(a). In addition, to be considered timely, a stockholder's notice shall further be updated and supplemented, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to the Secretary at the principal executive offices of the Corporation not later than ten (10) business days after the record date for the meeting in the case of the update and supplement required to be made as of the record date, and not later than eight (8) business days prior to the date for the meeting or any adjournment or postponement thereof in the case of the update and supplement required to be made as of ten (10) business days prior to the

meeting or any adjournment or postponement thereof. For the avoidance of doubt, the obligation to update and supplement as set forth in this paragraph or any other Section of these Bylaws shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any proposal or to submit any new proposal, including by changing or adding nominees, matters, business and or resolutions proposed to be brought before a meeting of the stockholders.

(ii) To be in proper written form, a stockholder's notice to the Secretary with respect to any business (other than nominations) must set forth as to each such matter such stockholder proposes to bring before the annual meeting: (A) a brief description of the business desired to be brought before the annual meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event such business includes a proposal to amend these Bylaws, the language of the proposed amendment) and the reasons for conducting such business at the annual meeting; (B) the name and record address of such stockholder, as they appear on the Corporation's books, and the name and address of the beneficial owner, if any, on whose behalf the proposal is made and their respective affiliates or associates or others acting in concert therewith; (C) the class or series and number of shares of capital stock of the Corporation that are owned beneficially and of record by such stockholder and by the beneficial owner, if any, on whose behalf the proposal is made and their respective affiliates or associates or others acting in concert therewith; (D) a description of all arrangements or understandings between such stockholder and the beneficial owner, if any, on whose behalf the proposal is made and any other person or persons (including their names) in connection with the proposal of such business by such stockholder; (E) any material interest of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made in such business; (F) a representation that such stockholder (or a qualified representative of such stockholder) intends to appear in person or by proxy at the annual meeting to bring such business before the meeting; (G) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, or any derivative or synthetic arrangement having the characteristics of a long position in any class or series of shares of the Corporation, or any contract, derivative, swap or other transaction or series of transactions designed to produce economic benefits and risks that correspond substantially to the ownership of any class or series of shares of the Corporation, including due to the fact that the value of such contract, derivative, swap or other transaction or series of transactions is determined by reference to the price, value or volatility of any class or series of shares of the Corporation, whether or not such instrument, contract or right shall be subject to settlement in the underlying class or series of shares of the Corporation, through the delivery of cash or other property, or otherwise, and without regard to whether the stockholder of record, the beneficial owner, if any, or any affiliates or associates or others acting in concert therewith, may have entered into transactions that hedge or mitigate the economic effect of such instrument, contract or right, or any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation (any of the foregoing, a "Derivative Instrument") directly or indirectly owned beneficially by such stockholder, the beneficial owner, if any, or any affiliates or associates or others acting in concert therewith; (H) any proxy, contract, arrangement, understanding, or relationship pursuant to which such stockholder, such beneficial owner or any of their respective affiliates or associates or others

acting in concert therewith has any right to vote any class or series of shares of the Corporation; (I) any agreement, arrangement, understanding, relationship or otherwise, including any repurchase or similar so-called “stock borrowing” agreement or arrangement, involving such stockholder, such beneficial owner or any of their respective affiliates or associates or others acting in concert therewith, directly or indirectly, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of any class or series of the shares of the Corporation by, manage the risk of share price changes for, or increase or decrease the voting power of, such stockholder, such beneficial owner or any of their respective affiliates or associates or others acting in concert therewith with respect to any class or series of the shares of the Corporation, or which provides, directly or indirectly, the opportunity to profit or share in any profit derived from any decrease in the price or value of any class or series of the shares of the Corporation (any of the foregoing, a “Short Interest”); (J) any rights to dividends on the shares of the Corporation owned beneficially by such stockholder, such beneficial owner or any of their respective affiliates or associates or others acting in concert therewith that are separated or separable from the underlying shares of the Corporation; (K) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such stockholder, such beneficial owner or any of their respective affiliates or associates or others acting in concert therewith is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership; (L) any performance-related fees (other than an asset-based fee) that such stockholder, such beneficial owner or any of their respective affiliates or associates or others acting in concert therewith is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, including without limitation any such interests held by members of the immediate family sharing the same household of such stockholder, such beneficial owner and their respective affiliates or associates or others acting in concert therewith; (M) any significant equity interests or any Derivative Instruments or Short Interests in any principal competitor of the Corporation held by such stockholder, such beneficial owner or any of their respective affiliates or associates or others acting in concert therewith; (N) any direct or indirect interest of such stockholder, such beneficial owner and their respective affiliates or associates or others acting in concert therewith in any contract with the Corporation, any affiliate of the Corporation or any principal competitor of the Corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement); (O) all information that would be required to be set forth in a Schedule 13D filed pursuant to Rule 13d-1(a) or an amendment pursuant to Rule 13d-2(a) if such a statement were required to be filed under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and the rules and regulations promulgated thereunder by such stockholder, such beneficial owner and their respective affiliates or associates or others acting in concert therewith, if any; and (P) any other information relating to such stockholder, such beneficial owner or any of their respective affiliates or associates or others acting in concert therewith, if any, that would be required to be disclosed in a proxy statement and form or proxy or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder.

(iii) The foregoing notice requirements of this Section 2.7(a) shall be deemed satisfied by a stockholder as to any proposal (other than nominations) if the stockholder has notified the Corporation of such stockholder’s intention to present such proposal at an annual meeting in compliance with Rule 14a-8 (or any successor thereof) of the Exchange Act and such

stockholder has complied with the requirements of such Rule for inclusion of such proposal in a proxy statement prepared by the Corporation to solicit proxies for such annual meeting. No business shall be conducted at the annual meeting of stockholders except business brought before the annual meeting in accordance with the procedures set forth in this Section 2.7(a); provided, however, that once business has been properly brought before the annual meeting in accordance with such procedures, nothing in this Section 2.7(a) shall be deemed to preclude discussion by any stockholder of any such business. If the Board or the chairperson of the annual meeting determines that any stockholder proposal was not made in accordance with the provisions of this Section 2.7(a) or that the information provided in a stockholder's notice does not satisfy the information requirements of this Section 2.7(a), such proposal shall not be presented for action at the annual meeting. Notwithstanding the foregoing provisions of this Section 2.7(a), if the stockholder (or a qualified representative of the stockholder) does not appear at the annual meeting of stockholders of the Corporation to present the proposed business, such proposed business shall not be transacted, notwithstanding that proxies in respect of such matter may have been received by the Corporation.

(iv) In addition to the provisions of this Section 2.7(a), a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein. Nothing in this Section 2.7(a) shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting only pursuant to Section 3.2.

(c) Public Announcement. For purposes of these Bylaws, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act (or any successor thereto).

Section 2.8 Conduct of Meetings. The chairperson of each annual and special meeting of stockholders shall be the Chairperson of the Board or, in the absence (or inability or refusal to act) of the Chairperson of the Board, the Chief Executive Officer (if he or she shall be a director) or, in the absence (or inability or refusal to act) of the Chief Executive Officer or if the Chief Executive Officer is not a director, the President (if he or she shall be a director) or, in the absence (or inability or refusal to act) of the President or if the President is not a director, such other person as shall be appointed by the Board. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the chairperson of the meeting. The Board may adopt such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with these Bylaws or such rules and regulations as adopted by the Board, the chairperson of any meeting of stockholders shall have the right and authority to convene and to adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as,

in the judgment of such chairperson, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairperson of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) rules and procedures for maintaining order at the meeting and the safety of those present; (c) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairperson of the meeting shall determine; (d) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (e) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board or the chairperson of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure. The secretary of each annual and special meeting of stockholders shall be the Secretary or, in the absence (or inability or refusal to act) of the Secretary, an Assistant Secretary so appointed to act by the chairperson of the meeting. In the absence (or inability or refusal to act) of the Secretary and all Assistant Secretaries, the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 2.9 No Consents in Lieu of Meeting. Any action required or permitted to be taken by the stockholders of the Corporation must be effected by a duly called annual or special meeting of such stockholders and may not be effected by written consent of the stockholders.

ARTICLE III

DIRECTORS

Section 3.1 Powers; Number; Qualifications. The business and affairs of the Corporation shall be managed by or under the direction of the Board, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws required to be exercised or done by the stockholders. Directors need not be stockholders or residents of the State of Delaware. Subject to the Certificate of Incorporation, the number of directors shall be fixed exclusively by resolution of the Board. A director of the Corporation shall at all times meet all statutory and regulatory qualifications for a director of a publicly held bank holding company under Applicable Banking Laws (as defined below), as well as all requirements of the Corporation's primary regulators in their supervisory capacity. The directors shall be elected at the annual meetings of stockholders as specified in the Certificate of Incorporation, except as otherwise provided in the Certificate of Incorporation and in these Bylaws, and each director of the Corporation shall hold office until such director's successor is elected and qualified or until such director's earlier death, resignation or removal. No decrease in the number of directors shall shorten the term of any incumbent director.

Section 3.2 Advance Notice for Nomination of Directors.

(a) Only persons who are nominated in accordance with the following procedures or, with respect to [●] and their respective affiliates, in accordance with the procedures set forth in the Shareholders' Agreement by and among the Corporation and the stockholders party thereto, dated as of [●] (the "Shareholders' Agreement"), shall be eligible for election as directors of the Corporation, except as may be otherwise provided by the terms of one or more series of Preferred Stock with respect to the rights of holders of one or more series of Preferred Stock to

elect directors. Nominations of persons for election to the Board at any annual meeting of stockholders, or at any special meeting of stockholders called for the purpose of electing directors as set forth in the Corporation's notice of such special meeting, may be made: (i) by or at the direction of the Board; or (ii) by any stockholder of the Corporation: (A) who is a stockholder of record entitled to vote in the election of directors on the date of the giving of the notice provided for in this Section 3.2 and on the record date for the determination of stockholders entitled to vote at such meeting; and (B) who complies with the notice procedures set forth in this Section 3.2 (including the completed and signed questionnaire, representation and agreement required by Section 3.2(h) of these Bylaws). Notwithstanding anything in this Section 3.2 to the contrary, the advance notice procedures set forth in this Section 3.2 shall not apply with respect to the nomination of any director pursuant to and in accordance with the Shareholders' Agreement (such as a director, a "Designated Director"), and the nomination of a Designated Director shall instead be governed by the procedures set forth in the Shareholders' Agreement; provided, that the procedures set forth in Section 3.2(d), Section 3.2(e), Section 3.2(g) and Section 3.2(h) shall apply to all directors, including all Designated Directors.

(b) In addition to any other applicable requirements, for a nomination to be made by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary. To be timely, a stockholder's notice to the Secretary must be received by the Secretary at the principal executive offices of the Corporation: (i) in the case of an annual meeting, not later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the 120th day prior to such annual meeting and not later than the close of business on the later of the 90th day prior to such annual meeting or, if the first public announcement of the date of such annual meeting is less than one hundred (100) days prior to the date of such annual meeting, the 10th day following the day on which public announcement of the date of such meeting is first made by the Corporation; and (ii) in the case of a special meeting of stockholders called for the purpose of electing directors, not later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the date of such special meeting or, if the first public announcement of the date of such annual meeting is less than one hundred (100) days prior to the date of such special meeting, the 10th day following the day on which public announcement of the date of the special meeting is first made by the Corporation. In no event shall the public announcement of an adjournment or postponement of an annual meeting or special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described in this Section 3.2. In addition, to be considered timely, a stockholder's notice shall further be updated and supplemented, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to the Secretary at the principal executive offices of the Corporation not later than ten (10) business days after the record date for the meeting in the case of the update and supplement required to be made as of the record date, and not later than eight (8) business days prior to the date for the meeting or any adjournment or postponement thereof in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof. For the avoidance of doubt, the obligation

to update and supplement as set forth in this paragraph or any other Section of these Bylaws shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any proposal or to submit any new proposal, including by changing or adding nominees, matters, business and or resolutions proposed to be brought before a meeting of the stockholders.

(c) Notwithstanding anything in paragraph (b) to the contrary, in the event that the number of directors to be elected to the Board at an annual meeting is greater than the number of directors whose terms expire on the date of the annual meeting and there is no public announcement by the Corporation naming all of the nominees for the additional directors to be elected or specifying the size of the increased Board before the close of business on the 100th day prior to the anniversary date of the immediately preceding annual meeting of stockholders, a stockholder's notice required by this Section 3.2 shall also be considered timely, but only with respect to nominees for the additional directorships created by such increase that are to be filled by election at such annual meeting, if it shall be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the date on which such public announcement was first made by the Corporation.

(d) To be in proper written form, a stockholder's notice to the Secretary must set forth: (i) as to each person whom the stockholder proposes to nominate for election as a director: (A) the name, age, business address and residence address of the person; (B) the principal occupation or employment of the person; (C) the class or series and number of shares of capital stock of the Corporation, if any, that are owned beneficially or of record by the person; (D) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder; and (E) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such stockholder and beneficial owner, if any, and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made, if any, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant; and (ii) as to the stockholder giving the notice: (A) the name and record address of such stockholder, as they appear on the Corporation's books, and the name and address of the beneficial owner, if any, on whose behalf the nomination is made, and their respective affiliates or associates or others acting in concert therewith; (B) the class or series and number of shares of capital stock of the Corporation that are owned beneficially and of record by such stockholder and the beneficial owner, if any, on whose behalf the nomination is made, and their respective affiliates or associates or others acting in concert therewith; (C) a description of all arrangements or understandings relating to the nomination to be made by such stockholder among such stockholder, the beneficial owner, if any, on whose behalf the nomination is made, each proposed nominee and any other person or persons (including their names); (D) a representation that such stockholder (or a

qualified representative of such stockholder) intends to appear in person or by proxy at the meeting to nominate the persons named in its notice; (E) any Derivative Instrument directly or indirectly owned beneficially by such stockholder, the beneficial owner, if any, or any affiliates or associates or others acting in concert therewith; (F) any proxy, contract, arrangement, understanding, or relationship pursuant to which such stockholder, such beneficial owner or any of their respective affiliates or associates or others acting in concert therewith has any right to vote any class or series of shares of the Corporation; (G) any Short Interest; (H) any rights to dividends on the shares of the Corporation owned beneficially by such stockholder, such beneficial owner or any of their respective affiliates or associates or others acting in concert therewith that are separated or separable from the underlying shares of the Corporation; (I) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such stockholder, such beneficial owner or any of their respective affiliates or associates or others acting in concert therewith is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership; (J) any performance-related fees (other than an asset-based fee) that such stockholder, such beneficial owner or any of their respective affiliates or associates or others acting in concert therewith is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, including without limitation any such interests held by members of the immediate family sharing the same household of such stockholder, such beneficial owner and their respective affiliates or associates or others acting in concert therewith; (K) any significant equity interests or any Derivative Instruments or Short Interests in any principal competitor of the Corporation held by such stockholder, such beneficial owner or any of their respective affiliates or associates or others acting in concert therewith; (L) any direct or indirect interest of such stockholder, such beneficial owner and their respective affiliates or associates or others acting in concert therewith in any contract with the Corporation, any affiliate of the Corporation or any principal competitor of the Corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement); (M) all information that would be required to be set forth in a Schedule 13D filed pursuant to Rule 13d-1(a) or an amendment pursuant to Rule 13d-2(a) if such a statement were required to be filed under the Exchange Act and the rules and regulations promulgated thereunder by such stockholder, such beneficial owner and their respective affiliates or associates or others acting in concert therewith, if any; and (N) any other information relating to such stockholder and the beneficial owner, if any, on whose behalf the nomination is made that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected.

(e) With respect to each individual, if any, whom the stockholder proposes to nominate for election or reelection to the Board of Directors, a stockholder's notice must, in addition to the matters set forth in paragraphs (d) above, also include a completed and signed questionnaire, representation and agreement required by Section 3.2(h) of these Bylaws. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as an independent director of the Corporation or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee. Notwithstanding anything to the contrary, only persons who are nominated in accordance with the

procedures set forth in these Bylaws, including without limitation this Section 3.2 and the Shareholders' Agreement, shall be eligible for election as directors.

(f) If the Board or the chairperson of the meeting of stockholders determines that any nomination was not made in accordance with the provisions of this Section 3.2 or that the information provided in a stockholder's notice does not satisfy the information requirements of this Section 3.2, then such nomination shall not be considered at the meeting in question. Notwithstanding the foregoing provisions of this Section 3.2, if the stockholder (or a qualified representative of the stockholder) does not appear at the meeting of stockholders of the Corporation to present the nomination, such nomination shall be disregarded, notwithstanding that proxies in respect of such nomination may have been received by the Corporation.

(g) In addition to the provisions of this Section 3.2, a stockholder shall also comply with all of the applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein. Nothing in this Section 3.2 shall be deemed to affect any rights of the holders of Preferred Stock to elect directors pursuant to the Certificate of Incorporation.

(h) To be eligible to be a nominee of any stockholder for election or reelection as a director of the Corporation, a person must deliver (in accordance with the time periods prescribed for delivery of notice under Section 3.2 of these Bylaws) to the Secretary at the principal executive offices of the Corporation:

(i) a written questionnaire with respect to the background and qualification of such individual and the background of any other person or entity on whose behalf, directly or indirectly, the nomination is being made (which questionnaire shall be provided by the Secretary upon written request);

(ii) a written representation and agreement (in the form provided by the Secretary upon written request) that such individual (A) is not and will not become a party to (1) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation, and (2) any Voting Commitment that could limit or interfere with such individual's ability to comply, if elected as a director of the corporation, with such individual's fiduciary duties under applicable law, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein, (C) in such individual's personal capacity and on behalf of any person or entity on whose behalf, directly or indirectly, the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply, with all applicable corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation publicly disclosed from time to time and (D) consents to being named as a nominee in the Corporation's proxy statement pursuant to Rule 14a-4(d) under the Exchange Act and any associated proxy card of the Corporation and agrees to serve if elected as a director;

(iii) a confirmation or a certified representation or attestation of the applicable governmental authorities or other evidence satisfactory to the Board that the proposed nomination and election of such nominee would not violate any applicable state or federal laws, rules or regulations applicable to depository institutions or depository institution holding companies, including, but not limited to, the Bank Holding Company Act of 1956, the Change in Bank Control Act of 1978, any applicable state banking laws and all rules and regulations promulgated thereunder (“Applicable Banking Laws”); and

(iv) evidence satisfactory to the Board that all approvals, non-objections, and non-control determinations required under Applicable Banking Laws for the proposed nomination or election of such nominee to the Board have been obtained.

Section 3.3 Compensation. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board shall have the authority to fix the compensation of directors, including for service on a committee of the Board, and may be paid either a fixed sum for attendance at each meeting of the Board or other compensation as director. The directors may be reimbursed their expenses, if any, of attendance at each meeting of the Board. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of committees of the Board may be allowed like compensation and reimbursement of expenses for service on the committee.

Section 3.4 Newly Created Directorships and Vacancies. Unless otherwise provided by the Certificate of Incorporation, newly created directorships resulting from an increase in the number of directors and any vacancies on the Board resulting from death, resignation, retirement, disqualification, removal or other cause shall be filled solely by a majority vote of the remaining directors then in office, even if less than a quorum, or by a sole remaining director (and not by stockholders), and any director so chosen shall hold office for a term expiring at the next annual meeting of stockholders and until such director’s successor shall have been duly elected and qualified, subject, however, to such director’s earlier death, resignation, retirement, disqualification or removal. No decrease in the number of authorized directors constituting the Whole Board shall shorten the term of any incumbent director.

Section 3.5 Chairperson of the Board. The Board shall, from time to time by vote of the Board, elect a Chairperson of the Board. The Chairperson of the Board shall preside when present at all meetings of the stockholders and the Board. In the absence (or inability or refusal to act) of the Chairperson of the Board, the Chief Executive Officer (if he or she shall be a director) shall preside when present at all meetings of the stockholders and the Board. The position of Chairperson of the Board and Chief Executive Officer may be held by the same person.

ARTICLE IV

BOARD MEETINGS

Section 4.1 Annual Meetings. The Board shall meet as soon as practicable after the adjournment of each annual stockholders meeting at the place of the annual stockholders meeting unless the Board shall fix another time and place and give notice thereof in the manner required

herein for special meetings of the Board. No notice to the directors shall be necessary to legally convene this meeting, except as provided in this Section 4.1.

Section 4.2 Regular Meetings. Regularly scheduled, periodic meetings of the Board may be held without notice at such times, dates and places (within or without the State of Delaware) as shall from time to time be determined by the Board.

Section 4.3 Special Meetings. Special meetings of the Board: (a) may be called by the Chairperson of the Board or Chief Executive Officer; and (b) shall be called by the Chairperson of the Board, Chief Executive Officer or Secretary on the written request of at least a majority of directors then in office, or the sole director, as the case may be, and shall be held at such time, date and place (within or without the State of Delaware) as may be determined by the person calling the meeting or, if called upon the request of directors or the sole director, as specified in such written request. Notice of each special meeting of the Board shall be given, as provided in Section 9.3, to each director: (i) at least 24 hours before the meeting if such notice is oral notice given personally or by telephone or written notice given by hand delivery or by means of a form of electronic transmission and delivery; (ii) at least two days before the meeting if such notice is sent by a nationally recognized overnight delivery service; and (iii) at least five days before the meeting if such notice is sent through the United States mail. If the Secretary shall fail or refuse to give such notice, then the notice may be given by the officer who called the meeting or the directors who requested the meeting. Any and all business that may be transacted at a regular meeting of the Board may be transacted at a special meeting. Except as may be otherwise expressly provided by applicable law, the Certificate of Incorporation, or these Bylaws, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in the notice or waiver of notice of such meeting. A special meeting may be held at any time without notice if all the directors are present or if those not present waive notice of the meeting in accordance with Section 9.4.

Section 4.4 Quorum; Required Vote. A majority of the Whole Board shall constitute a quorum for the transaction of business at any meeting of the Board, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by applicable law, the Certificate of Incorporation or these Bylaws. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 4.5 Consent In Lieu of Meeting. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board or any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions (or paper reproductions thereof) are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 4.6 Organization. The chairperson of each meeting of the Board shall be the Chairperson of the Board or, in the absence (or inability or refusal to act) of the Chairperson of the

Board, the Chief Executive Officer (if he or she shall be a director) or, in the absence (or inability or refusal to act) of the Chief Executive Officer or if the Chief Executive Officer is not a director, the President (if he or she shall be a director) or in the absence (or inability or refusal to act) of the President or if the President is not a director, a chairperson elected from the directors present. The Secretary shall act as secretary of all meetings of the Board. In the absence (or inability or refusal to act) of the Secretary, an Assistant Secretary shall perform the duties of the Secretary at such meeting. In the absence (or inability or refusal to act) of the Secretary and all Assistant Secretaries, the chairperson of the meeting may appoint any person to act as secretary of the meeting.

ARTICLE V

COMMITTEES OF DIRECTORS

Section 5.1 Establishment. The Board may by resolution of the Board designate one or more committees, each committee to consist of one or more of the directors of the Corporation. Each committee shall keep regular minutes of its meetings and report the same to the Board when required by the resolution designating such committee. The Board shall have the power at any time to fill vacancies in, to change the membership of, or to dissolve any such committee.

Section 5.2 Available Powers. Any committee established pursuant to Section 5.1 hereof, to the extent permitted by applicable law and by resolution of the Board, shall have and may exercise all of the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it.

Section 5.3 Alternate Members. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member.

Section 5.4 Procedures. Unless the Board otherwise provides, the time, date, place, if any, and notice of meetings of a committee shall be determined by such committee. At meetings of a committee, a majority of the number of members of the committee (but not including any alternate member, unless such alternate member has replaced any absent or disqualified member at the time of, or in connection with, such meeting) shall constitute a quorum for the transaction of business. The act of a majority of the members present at any meeting at which a quorum is present shall be the act of the committee, except as otherwise specifically provided by applicable law, the Certificate of Incorporation, these Bylaws or the Board. If a quorum is not present at a meeting of a committee, the members present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present. Unless the Board otherwise provides and except as provided in these Bylaws, each committee designated by the Board may make, alter, amend and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board is authorized to conduct its business pursuant to Article III and Article IV of these Bylaws.

ARTICLE VI

OFFICERS

Section 6.1 Officers. The officers of the Corporation elected by the Board shall be a Chief Executive Officer, a Chief Financial Officer, a Secretary and such other officers (including without limitation, a President, Vice Presidents, Assistant Secretaries and a Treasurer) as the Board from time to time may determine. Officers elected by the Board shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article VI. Such officers shall also have such powers and duties as from time to time may be conferred by the Board. The Chief Executive Officer or President may also appoint such other officers (including without limitation one or more Vice Presidents and Controllers) as may be necessary or desirable for the conduct of the business of the Corporation. Such other officers shall have such powers and duties and shall hold their offices for such terms as may be provided in these Bylaws or as may be prescribed by the Board or, if such officer has been appointed by the Chief Executive Officer or President, as may be prescribed by the appointing officer.

(a) Chief Executive Officer. Subject to such supervisory powers, if any, as may be given by the Board to the Chairperson of the Board, if any, the Chief Executive Officer of the Corporation shall, subject to the control of the Board, have general supervision, direction, and control of the business and affairs and the officers of the Corporation and shall have the general powers and duties of management usually vested in the office of chief executive officer of a corporation and shall have such other powers and duties as may be prescribed by the Board or these Bylaws. In the absence (or inability or refusal to act) of the Chairperson of the Board, the Chief Executive Officer (if he or she shall be a director) shall preside when present at all meetings of the stockholders and the Board. The position of Chief Executive Officer and President may be held by the same person.

(b) President. Subject to such supervisory powers, if any, as may be given by the Board to the Chairperson of the Board or the Chief Executive Officer, the President (if any) shall have general supervision, direction, and control of the business and other officers of the Corporation. He or she shall have the general powers and duties of management usually vested in the office of president of a corporation and such other powers and duties as may be prescribed by the Board or these Bylaws. The person serving as President shall also be the acting Chief Executive Officer of the Corporation whenever no other person is then serving in such capacity.

(c) Vice Presidents. In the absence (or inability or refusal to act) of the Chief Executive Officer and President (if any), the Vice President (if any), or, if there be more than one, the Vice Presidents, in the order designated by the Board, shall perform the duties and have the powers of, and be subject to the restrictions upon, the President. The Vice Presidents (if any) shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors, these Bylaws, the Chief Executive Officer, the President (if any) or the Chairperson of the Board.

(d) Secretary.

(i) The Secretary shall attend all meetings of the stockholders, the Board and (as required) committees of the Board and shall record the proceedings of such meetings in books to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board and shall perform such other duties as may be prescribed by the Board, the Chairperson of the Board, Chief Executive Officer or President. The Secretary shall have custody of the corporate seal of the Corporation and the Secretary, or any Assistant Secretary, shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by his or her signature or by the signature of such Assistant Secretary. The Board may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing thereof by his or her signature.

(ii) The Secretary shall keep, or cause to be kept, at the principal executive office of the Corporation or at the office of the Corporation's transfer agent or registrar, if one has been appointed, a stock ledger, or duplicate stock ledger, showing the names of the stockholders and their addresses, the number and classes of shares held by each and, with respect to certificated shares, the number and date of certificates issued for the same and the number and date of certificates cancelled.

(e) Assistant Secretaries. The Assistant Secretary or, if there be more than one, the Assistant Secretaries in the order determined by the Board shall, in the absence (or inability or refusal to act) of the Secretary, perform the duties and have the powers of the Secretary.

(f) Chief Financial Officer. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and shares. The books of account shall at all reasonable times be open to inspection by any member of the Board. The Chief Financial Officer shall render to the Chief Executive Officer, the President, or the Board, upon request, an account of all his or her transactions as Chief Financial Officer and of the financial condition of the Corporation. He or she shall have the general powers and duties usually vested in the office of chief financial officer of a corporation and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws. The person serving as the Chief Financial Officer shall also be the acting treasurer of the Corporation whenever no other person is then serving in such capacity. Subject to such supervisory powers, if any, as may be given by the Board to another officer of the Corporation, the Chief Financial Officer shall supervise and direct the responsibilities of the treasurer whenever someone other than the Chief Financial Officer is serving as treasurer of the Corporation.

(g) Treasurer. The treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records with respect to all bank accounts, deposit accounts, cash management accounts and other investment accounts of the Corporation. The books of account shall at all reasonable times be open to inspection by any member of the Board. The Treasurer shall deposit, or cause to be deposited, all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board. He or she shall disburse the funds of the Corporation as may be ordered by the Board and shall render to

the Chief Financial Officer, the Chief Executive Officer, the President or the Board, upon request, an account of all his or her transactions as Treasurer. He or she shall have the general powers and duties usually vested in the office of treasurer of a corporation and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

Section 6.2 Term of Office; Removal; Vacancies. The elected officers of the Corporation shall be appointed by the Board and shall hold office until their successors are duly elected and qualified by the Board or until their earlier death, resignation, retirement, disqualification, or removal from office. Any officer may be removed, with or without cause, at any time by the Board. Any officer appointed by the Chief Executive Officer or President may also be removed, with or without cause, by the Chief Executive Officer or President, as the case may be, unless the Board otherwise provides. Any vacancy occurring in any elected office of the Corporation may be filled by the Board. Any vacancy occurring in any office appointed by the Chief Executive Officer or President may be filled by the Chief Executive Officer, or President, as the case may be, unless the Board then determines that such office shall thereupon be elected by the Board, in which case the Board shall elect such officer.

Section 6.3 Other Officers. The Board may delegate the power to appoint such other officers and agents, and may also remove such officers and agents or delegate the power to remove same, as it shall from time to time deem necessary or desirable.

Section 6.4 Multiple Officeholders; Stockholder and Director Officers. Any number of offices may be held by the same person unless the Certificate of Incorporation or these Bylaws otherwise provide. Officers need not be stockholders or residents of the State of Delaware.

ARTICLE VII

SHARES

Section 7.1 Certificated and Uncertificated Shares. The interest of each stockholder of the Corporation may be evidenced by certificates for shares of stock in such form as the appropriate officers of the Corporation may from time to time prescribe or be uncertificated.

Section 7.2 Transfer of Shares. The shares of the stock of the Corporation shall be transferred on the books of the Corporation, in the case of certificated shares of stock, by the holder thereof in person or by such person's attorney duly authorized in writing, upon surrender for cancellation of certificates for at least the same number of shares, with an assignment and power of transfer endorsed thereon or attached thereto, duly executed, with such proof of the authenticity of the signature as the Corporation or its agents may reasonably require; and, in the case of uncertificated shares of stock, upon receipt of proper transfer instructions from the registered holder of the shares or by such person's attorney duly authorized in writing, and upon compliance with appropriate procedures for transferring shares in uncertificated form. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred. The certificates of stock, if any, shall be signed, countersigned and registered in such manner as the Board may by resolution prescribe, which resolution may permit all or any of the signatures on such certificates to be in facsimile. In case any officer, transfer agent or registrar who has signed

or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue. Notwithstanding anything to the contrary in these Bylaws, at all times that the Corporation's stock is listed on a stock exchange, the shares of the stock of the Corporation listed on any such exchange shall comply with all direct registration system eligibility requirements established by such exchange, including any requirement that shares of the Corporation's stock be eligible for issue in book-entry form. All issuances and transfers of shares of the Corporation's stock subject to such requirements shall be entered on the books of the Corporation with all information necessary to comply with such direct registration system eligibility requirements, including the name and address of the person to whom the shares of stock are issued, the number of shares of stock issued and the date of issue. The Board shall have the power and authority to make such rules and regulations as it may deem necessary or proper concerning the issue, transfer and registration of shares of stock of the Corporation in both certificated and uncertificated form.

Section 7.3 Lost, Stolen or Destroyed Certificates. No certificate for shares of stock in the Corporation shall be issued in place of any certificate alleged to have been lost, destroyed or stolen, except on production of such evidence of such loss, destruction or theft and on delivery to the Corporation of a bond of indemnity in such amount, upon such terms and secured by such surety, as the Board or any officer may in its or such person's discretion require.

Section 7.4 Record Owners. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise required by applicable law.

Section 7.5 Transfer and Registry Agents. The Corporation may from time to time maintain one or more transfer offices or agencies and registry offices or agencies at such place or places as may be determined from time to time by the Board or by the Chief Executive Officer or President.

Section 7.6 Lock-Up.

(a) Subject to Section 7.6(b), the holders (the "Lock-up Holders") of common stock of the Corporation, par value of \$0.001 per share ("Common Stock") issued (i) as consideration pursuant to the merger of Plutus Merger Sub Inc., a Delaware corporation, with and into Social Finance, Inc., a Delaware corporation (the "SoFi Transaction") or (ii) to directors, officers and employees of the Corporation upon the settlement or exercise of restricted stock units, stock options or other equity awards outstanding as of immediately following the closing of the SoFi Transaction in respect of awards of Social Finance, Inc. outstanding immediately prior to the closing of the SoFi Transaction (excluding, for the avoidance of doubt, the Acquiror Warrants (as defined in the that certain Agreement and Plan of Merger, dated as of [●], by and among the Corporation, Plutus Merger Sub Inc. and Social Finance, Inc. (the "Merger Agreement")))) (such shares referred to in Section 7.6(a)(ii), the "SoFi Equity Award Shares"), may not Transfer any Lock-up Shares until the end of the Lock-up Period (the "Lock-up"):

(b) Notwithstanding the provisions set forth in Section 7.6(a), the Lock-up Holders or their respective Permitted Transferees may Transfer the Lock-up Shares during the Lock-up Period (i) to (A) the Corporation's officers or directors, (B) any affiliates or family members of the Corporation's officers or directors or (C) the other Lock-up Holders or any direct or indirect partners, members or equity holders of the Lock-up Holders, any affiliates of the Lock-up Holders or any related investment funds or vehicles controlled or managed by such persons or entities or their respective affiliates; (ii) in the case of an individual, by gift to a member of the individual's immediate family or to a trust, the beneficiary of which is a member of the individual's immediate family or an affiliate of such person or entity, or to a charitable organization; (iii) in the case of an individual, by virtue of laws of descent and distribution upon death of the individual; (iv) in the case of an individual, pursuant to a qualified domestic relations order; (v) in connection with any bona fide mortgage, encumbrance or pledge to a financial institution in connection with any bona fide loan or debt transaction or enforcement thereunder, including foreclosure thereof; (vi) to the Corporation; or (vii) in connection with a liquidation, merger, stock exchange, reorganization, tender offer approved by the Board or a duly authorized committee thereof or other similar transaction which results in all of the Corporation's stockholders having the right to exchange their shares of common stock for cash, securities or other property subsequent to the closing date of the SoFi Transaction.

(c) If any Lock-up Holder is granted a release or waiver from the Lock-Up provided in this Section 7.6 (such holder a "Triggering Holder"), then each other Lock-up Holder shall also be granted an early release from its obligations hereunder or under any contractual lock-up agreement with the Company on the same terms and on a pro-rata basis with respect to such number of Lock-Up Shares rounded down to the nearest whole security equal to the product of (i) the total percentage of Lock-Up Shares held by the Triggering Holder immediately following the consummation of the SoFi Transaction that are being released from the Lock-Up agreement multiplied by (ii) the total number of Lock-Up Shares held by such other Lock-Up Holder immediately following the consummation of the SoFi Transaction.

(d) Notwithstanding the other provisions set forth in this Section 7.6, but subject to paragraph (c) above, the Board may, in its sole discretion, determine to waive, amend, or repeal the Lock-up obligations set forth herein.

(e) For purposes of this Section 7.6:

(i) (a) the term "Lock-up Period" means the period beginning on the closing date of the SoFi Transaction and ending on the day that is 30 days after the closing date of the SoFi Transaction;

(ii) (b) the term "Lock-up Shares" means the shares of Common Stock held by the Lock-up Holders immediately following the closing of the SoFi Transaction (other than shares of Common Stock acquired in the public market or pursuant to a transaction exempt from registration under the Securities Act of 1933, as amended, pursuant to a subscription agreement where the issuance of Common Stock occurs on or after the closing of the SoFi Transaction) and the SoFi Equity Award Shares; provided, that, for clarity, shares of Common Stock issued in connection with the Domestication (as defined in the Merger Agreement) or the PIPE Investment (as defined in the Merger Agreement) shall not constitute Lock-up Shares;

(iii) (c) the term “Permitted Transferees” means, prior to the expiration of the Lock-up Period, any person or entity to whom such Lock-up Holder is permitted to transfer such shares of common stock prior to the expiration of the Lock-up Period pursuant to Section 7.6(b); and

(iv) the term “Transfer” means the (A) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security, (B) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (C) public announcement of any intention to effect any transaction specified in clause (A) or (B). A “Transfer” does not include the conversion of shares of Common Stock into shares of Non-Voting Common Stock, par value \$0.0001 (“Non-Voting Common Stock”), of the Corporation or the conversion of shares of Non-Voting Common Stock into shares of Common Stock; provided that any shares of Non-Voting Common Stock or Common Stock into which any Lock-Up Shares are converted shall continue to be Lock-Up Shares for the duration of the Lock-Up Period.

ARTICLE VIII

INDEMNIFICATION

Section 8.1 Right to Indemnification. To the fullest extent permitted by applicable law, as the same exists or may hereafter be amended, the Corporation shall indemnify and hold harmless each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a “*proceeding*”), by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, other enterprise or nonprofit entity, including service with respect to an employee benefit plan (an “*Indemnitee*”), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, or in any other capacity while serving as a director, officer, employee or agent, against all liability and loss suffered and expenses (including, without limitation, attorneys’ fees, judgments, fines, ERISA excise taxes and penalties and amounts paid in settlement) reasonably incurred by such Indemnitee in connection with such proceeding; provided, however, that, except as provided in Section 8.3 with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify an Indemnitee in connection with a proceeding (or part thereof) initiated by such Indemnitee only if such proceeding (or part thereof) was authorized by the Board.

Section 8.2 Right to Advancement of Expenses. In addition to the right to indemnification conferred in Section 8.1, an Indemnitee shall also have the right to be paid by the Corporation to the fullest extent not prohibited by applicable law the expenses (including, without limitation, attorneys’ fees) incurred in defending or otherwise participating in any such proceeding in advance of its final disposition (hereinafter an “*advancement of expenses*”); provided, however,

that, if the DGCL requires, an advancement of expenses incurred by an Indemnitee in his or her capacity as a director or officer of the Corporation (and not in any other capacity in which service was or is rendered by such Indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon the Corporation's receipt of an undertaking (hereinafter an "***undertaking***"), by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined that such Indemnitee is not entitled to be indemnified under this Article VIII or otherwise.

Section 8.3 Right of Indemnitee to Bring Suit. If a claim under Section 8.1 or Section 8.2 is not paid in full by the Corporation within 60 days after a written claim therefor has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (a) any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by an Indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (b) any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final judicial decision from which there is no further right to appeal (hereinafter a "***final adjudication***") that, the Indemnitee has not met any applicable standard for indemnification set forth in the DGCL. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including a determination by its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the Indemnitee has not met such applicable standard of conduct, shall create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnitee, shall be a defense to such suit. In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VIII or otherwise shall be on the Corporation.

Section 8.4 Non-Exclusivity of Rights. The rights provided to any Indemnitee pursuant to this Article VIII shall not be exclusive of any other right, which such Indemnitee may have or hereafter acquire under applicable law, the Certificate of Incorporation, these Bylaws, an agreement, a vote of stockholders or disinterested directors, or otherwise.

Section 8.5 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and/or any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

Section 8.6 Primacy of Indemnification. The Corporation hereby acknowledges that each Designated Director may have certain rights to indemnification, advancement of expenses and/or insurance provided by the stockholder entitled to designate such Designated Director or certain of their respective affiliates (each, an “*Other Indemnitor*”). The Corporation hereby agrees (i) that it is the indemnitor of first resort with respect to the indemnification obligations to a Designated Director pursuant to these Bylaws, the Certificate of Incorporation or any other agreement between the Company and a Designated Director (*i.e.*, such obligations to each Designated Director are primary and any obligation of an Other Indemnitor to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such Designated Director are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by each Designated Director and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of these Bylaws, the Certificate of Incorporation or any other agreement between the Company and a Designated Director, without regard to any rights a Designated Director may have against an Other Indemnitor, and (iii) that it irrevocably waives, relinquishes and releases each Other Indemnitor from any and all claims against such Other Indemnitor for contribution, subrogation or any other recovery of any kind in respect thereof. The Corporation further agrees that no advancement or payment by an Other Indemnitor on behalf of a Designated Director with respect to any claim for which such Designated Director has sought indemnification from the Corporation shall affect the foregoing and that each Other Indemnitor shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Designated Director against the Corporation. The Other Indemnitors are express third party beneficiaries of this Section 8.6. Notwithstanding anything to the contrary herein, the obligations of the Corporation under this Section 8.6 shall only apply to Designated Directors in their capacity as Designated Directors.

Section 8.7 Indemnification of Other Persons. This Article VIII shall not limit the right of the Corporation to the extent and in the manner authorized or permitted by law to indemnify and to advance expenses to persons other than Indemnitees. Without limiting the foregoing, the Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation and to any other person who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, to the fullest extent of the provisions of this Article VIII with respect to the indemnification and advancement of expenses of Indemnitees under this Article VIII.

Section 8.8 Amendments. Any repeal or amendment of this Article VIII by the Board or the stockholders of the Corporation or by changes in applicable law, or the adoption of any other provision of these Bylaws inconsistent with this Article VIII, will, to the extent permitted by applicable law, be prospective only (except to the extent such amendment or change in applicable law permits the Corporation to provide broader indemnification rights to Indemnitees on a retroactive basis than permitted prior thereto), and will not in any way diminish or adversely affect any right or protection existing hereunder in respect of any act or omission occurring prior to such repeal or amendment or adoption of such inconsistent provision.

Section 8.9 Certain Definitions. For purposes of this Article VIII: (a) references to “other enterprise” shall include any employee benefit plan; (b) references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; (c) references to “serving at the request of the Corporation” shall include any service that imposes duties on, or involves services by, a person with respect to any employee benefit plan, its participants, or beneficiaries; and (d) a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interest of the Corporation” for purposes of Section 145 of the DGCL.

Section 8.10 Contract Rights. The rights provided to Indemnitees pursuant to this Article VIII shall be contract rights and such rights shall continue as to an Indemnitee who has ceased to be a director, officer, agent or employee and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators.

Section 8.11 Severability. If any provision or provisions of this Article VIII shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Article VIII shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Article VIII (including, without limitation, each such portion of this Article VIII containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Place of Meetings. If the place of any meeting of stockholders, the Board or committee of the Board for which notice is required under these Bylaws is not designated in the notice of such meeting, such meeting shall be held at the principal business office of the Corporation; provided, however, if the Board has, in its sole discretion, determined that a meeting shall not be held at any place, but instead shall be held by means of remote communication pursuant to Section 9.5 hereof, then such meeting shall not be held at any place.

Section 9.2 Fixing Record Dates.

(a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the business day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the business day next preceding the day on which the

meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance with the foregoing provisions of this Section 9.2(a) at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

Section 9.3 Means of Giving Notice.

(a) Notice to Directors. Whenever under applicable law, the Certificate of Incorporation or these Bylaws notice is required to be given to any director, such notice may be given: (i) in writing and sent either by hand delivery, through the United States mail, or by a nationally recognized delivery service; (ii) by means of facsimile telecommunication or other form of electronic transmission; or (iii) by oral notice given personally or by telephone. A notice to a director will be deemed given as follows: (A) if given by hand delivery, orally, or by telephone, when actually received by the director; (B) if sent through the United States mail, when deposited in the United States mail, with postage and fees thereon prepaid, addressed to the director at the director's address appearing on the records of the Corporation; (C) if sent for by a nationally recognized delivery service, when deposited with such service, with fees thereon prepaid, addressed to the director at the director's address appearing on the records of the Corporation; (D) if sent by facsimile telecommunication, when sent to the facsimile transmission number for such director appearing on the records of the Corporation; (E) if sent by electronic mail, when sent to the electronic mail address for such director appearing on the records of the Corporation; or (F) if sent by any other form of electronic transmission, when sent to the address, location or number (as applicable) for such director appearing on the records of the Corporation.

(b) Notice to Stockholders. Whenever under applicable law, the Certificate of Incorporation or these Bylaws notice is required to be given to any stockholder, such notice may be given: (i) in writing and sent either by hand delivery, through the United States mail, or by a nationally recognized delivery service; or (ii) by means of a form of electronic transmission consented to by the stockholder, to the extent permitted by, and subject to the conditions set forth in Section 232 of the DGCL. A notice to a stockholder shall be deemed given as follows: (A) if given by hand delivery, when actually received by the stockholder; (B) if sent through the United States mail, when deposited in the United States mail, with postage and fees thereon prepaid, addressed to the stockholder at the stockholder's address appearing on the stock ledger of the Corporation; (C) if sent for delivery by a nationally recognized delivery service, when deposited with such service, with fees thereon prepaid, addressed to the stockholder at the stockholder's address appearing on the stock ledger of the Corporation; and (D) if given by a form of electronic

transmission consented to by the stockholder to whom the notice is given and otherwise meeting the requirements set forth above: (1) if by facsimile transmission, when directed to a number at which the stockholder has consented to receive notice; (2) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (3) if by a posting on an electronic network together with separate notice to the stockholder of such specified posting, upon the later of: (x) such posting; and (y) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the stockholder. A stockholder may revoke such stockholder's consent to receiving notice by means of electronic communication by giving written notice of such revocation to the Corporation. Any such consent shall be deemed revoked if: (x) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with such consent; and (y) such inability becomes known to the Secretary or an Assistant Secretary or to the Corporation's transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

(c) Electronic Transmission. "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, including but not limited to transmission by telex, facsimile telecommunication, electronic mail, telegram and cablegram.

(d) Notice to Stockholders Sharing Same Address. Without limiting the manner by which notice otherwise may be given effectively by the Corporation to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these Bylaws shall be effective if given by a single written notice to stockholders who share an address if consented to by the stockholders at that address to whom such notice is given. A stockholder may revoke such stockholder's consent by delivering written notice of such revocation to the Corporation. Any stockholder who fails to object in writing to the Corporation within 60 days of having been given written notice by the Corporation of its intention to send such a single written notice shall be deemed to have consented to receiving such single written notice.

(e) Exceptions to Notice Requirements. Whenever notice is required to be given, under the DGCL, the Certificate of Incorporation or these Bylaws, to any person with whom communication is unlawful, the giving of such notice to such person shall not be required and there shall be no duty to apply to any governmental authority or agency for a license or permit to give such notice to such person. Any action or meeting that shall be taken or held without notice to any such person with whom communication is unlawful shall have the same force and effect as if such notice had been duly given. In the event that the action taken by the Corporation is such as to require the filing of a certificate with the Secretary of State of Delaware, the certificate shall state, if such is the fact and if notice is required, that notice was given to all persons entitled to receive notice except such persons with whom communication is unlawful.

Whenever notice is required to be given by the Corporation, under any provision of the DGCL, the Certificate of Incorporation or these Bylaws, to any stockholder to whom: (1) notice of two consecutive annual meetings of stockholders and all notices of stockholder meetings to such stockholder during the period between such two consecutive annual meetings; or (2) all, and at

least two payments (if sent by first-class mail) of dividends or interest on securities during a 12-month period, have been mailed addressed to such stockholder at such stockholder's address as shown on the records of the Corporation and have been returned undeliverable, the giving of such notice to such stockholder shall not be required. Any action or meeting that shall be taken or held without notice to such stockholder shall have the same force and effect as if such notice had been duly given. If any such stockholder shall deliver to the Corporation a written notice setting forth such stockholder's then current address, the requirement that notice be given to such stockholder shall be reinstated. In the event that the action taken by the Corporation is such as to require the filing of a certificate with the Secretary of State of Delaware, the certificate need not state that notice was not given to persons to whom notice was not required to be given pursuant to Section 230(b) of the DGCL. The exception in subsection (1) of the first sentence of this paragraph to the requirement that notice be given shall not be applicable to any notice returned as undeliverable if the notice was given by electronic transmission.

Section 9.4 Waiver of Notice. Whenever any notice is required to be given under applicable law, the Certificate of Incorporation, or these Bylaws, a written waiver of such notice, signed by the person or persons entitled to said notice, or a waiver by electronic transmission by the person entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to such required notice. All such waivers shall be kept with the books of the Corporation. Attendance at a meeting shall constitute a waiver of notice of such meeting, except where a person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

Section 9.5 Meeting Attendance via Remote Communication Equipment.

(a) Stockholder Meetings. If authorized by the Board in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, stockholders entitled to vote at such meeting and proxy holders not physically present at a meeting of stockholders may, by means of remote communication:

- (i) participate in a meeting of stockholders; and
- (ii) be deemed present in person and vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by means of remote communication; provided that: (A) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxy holder; (B) the Corporation shall implement reasonable measures to provide such stockholders and proxy holders a reasonable opportunity to participate in the meeting and, if entitled to vote, to vote on matters submitted to the applicable stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (C) if any stockholder or proxy holder votes or takes other action at the meeting by means of remote communication, a record of such votes or other action shall be maintained by the Corporation.

(b) Board Meetings. Unless otherwise restricted by applicable law, the Certificate of Incorporation or these Bylaws, members of the Board or any committee thereof may participate in a meeting of the Board or any committee thereof by means of conference telephone

or other communications equipment by means of which all persons participating in the meeting can hear each other. Such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

Section 9.6 Dividends. The Board may from time to time declare, and the Corporation may pay, dividends (payable in cash, property or shares of the Corporation's capital stock) on the Corporation's outstanding shares of capital stock, subject to applicable law and the Certificate of Incorporation.

Section 9.7 Reserves. The Board may set apart out of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve.

Section 9.8 Contracts and Negotiable Instruments. Except as otherwise provided by applicable law, the Certificate of Incorporation or these Bylaws, any contract, bond, deed, lease, mortgage or other instrument may be executed and delivered in the name and on behalf of the Corporation by such officer or officers or other employee or employees of the Corporation as the Board may from time to time authorize. Such authority may be general or confined to specific instances as the Board may determine. The Chairperson of the Board, the Chief Executive Officer, the President, the Chief Financial Officer, the Treasurer or any Vice President may execute and deliver any contract, bond, deed, lease, mortgage or other instrument in the name and on behalf of the Corporation. Subject to any restrictions imposed by the Board, the Chairperson of the Board, Chief Executive Officer, President, the Chief Financial Officer, the Treasurer or any Vice President may delegate powers to execute and deliver any contract, bond, deed, lease, mortgage or other instrument in the name and on behalf of the Corporation to other officers or employees of the Corporation under such person's supervision and authority, it being understood, however, that any such delegation of power shall not relieve such officer of responsibility with respect to the exercise of such delegated power.

Section 9.9 Fiscal Year. The fiscal year of the Corporation shall be fixed by the Board.

Section 9.10 Seal. The Board may adopt a corporate seal, which shall be in such form as the Board determines. The seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced.

Section 9.11 Books and Records. The books and records of the Corporation may be kept within or outside the State of Delaware at such place or places as may from time to time be designated by the Board.

Section 9.12 Resignation. Any director, committee member or officer may resign by giving notice thereof in writing or by electronic transmission to the Chairperson of the Board, the Chief Executive Officer, the President or the Secretary. The resignation shall take effect at the time it is delivered unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9.13 Securities of Other Corporations. Powers of attorney, proxies, waivers of notice of meeting, consents in writing and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chairperson of the Board, Chief Executive Officer, President, any Vice President or any officers authorized by the Board. Any such officer, may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities, or to consent in writing, in the name of the Corporation as such holder, to any action by such corporation, and at any such meeting or with respect to any such consent shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed. The Board may from time to time confer like powers upon any other person or persons.

Section 9.14 Exclusive Forum.

(a) Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for

(i) any derivative action or proceeding brought on behalf of the Corporation;

(ii) any action asserting a claim for or based on a breach of a fiduciary duty owed by any current or former director or officer or other employee of the Corporation to the Corporation or to the Corporation's stockholders, including a claim alleging the aiding and abetting of such a breach of fiduciary duty;

(iii) any action asserting a claim against the Corporation or any current or former director or officer or other employee of the Corporation arising pursuant to any provision of the DGCL or the Certificate of Incorporation or these Bylaws (as either may be amended from time to time);

(iv) any action asserting a claim related to or involving the Corporation that is governed by the internal affairs doctrine; or

(v) any action asserting an "internal corporate claim" as that term is defined in Section 115 of the DGCL

shall be a state court located within the State of Delaware (or, if no state court located within the State of Delaware has jurisdiction, the federal court for the District of Delaware).

(b) Unless the Corporation consents in writing to the selection of an alternative forum, the sole and exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, shall be the federal district courts of the United States of America.

(c) Failure to enforce the foregoing provisions would cause the Corporation irreparable harm, and the Corporation shall be entitled to equitable relief, including injunctive relief and specific performance, to enforce the foregoing provisions. Any person or entity

purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section.

ARTICLE X

AMENDMENTS

Section 10.1 By the Stockholders. Subject to the provisions of the Certificate of Incorporation, these Bylaws may be altered, amended or repealed, or new Bylaws enacted, at any special meeting of the stockholders, if duly called for that purpose, or at any annual meeting (provided, that, in the notice of such special meeting or annual meeting, notice of such purpose shall be given), by the affirmative vote of a majority of the voting power of all outstanding shares of the Corporation entitled to vote generally in the election of directors; provided, however, that any amendment of, or adoption of any provision inconsistent with, any of Section 2.2, Section 2.5, Section 2.7, Section 2.9, Section 3.1, Section 3.2, Article VIII, Section 9.14 or this Article X by the stockholders pursuant to this Section 10.1 shall require the affirmative vote of 66 2/3% of the voting power of all outstanding shares of the Corporation entitled to vote generally in the election of directors.

Section 10.2 By the Board. Subject to the laws of the State of Delaware, the Certificate of Incorporation and these Bylaws, these Bylaws may also be altered, amended or repealed, or new Bylaws enacted, by the Board.

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this “**Agreement**”), dated as of [●], 2021, is made and entered into by and among [SoFi Technologies, Inc.], a Delaware corporation (the “**Company**”) (formerly known as Social Capital Hedosophia Holdings Corp. V, a Cayman Islands exempted company limited by shares prior to its domestication as a Delaware corporation), SCH Sponsor V LLC, a Cayman Islands limited liability company (the “**Sponsor**”), certain stockholders of Social Finance, Inc., a Delaware corporation (“**SoFi**”), as set forth on Schedule 1 hereto (such stockholders, the “**SoFi Holders**”), Jay Parikh and Jennifer Dulski (together with Jay Parikh, the “**Director Holders**”) and the parties set forth on Schedule 2 hereto¹ (collectively, the “**Investor Stockholders**” and, collectively with the Sponsor, the SoFi Holders, the Director Holders and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.2 or Section 5.10 of this Agreement, the “**Holders**” and each, a “**Holder**”).

RECITALS

WHEREAS, the Company, the Sponsor and the Director Holders are party to that certain Registration Rights Agreement, dated as of October 8, 2020 (the “**Original RRA**”);

WHEREAS, the Company has entered into that certain Agreement and Plan of Merger, dated as of January 7, 2021, (as it may be amended or supplemented from time to time, the “**Merger Agreement**”), by and among the Company, SoFi and the other parties thereto;

WHEREAS, on the date hereof, pursuant to the Merger Agreement, the SoFi Holders received shares of [Common Stock], par value \$0.0001 per share (the “**Common Stock**”), of the Company;

WHEREAS, on the date hereof, the Investor Stockholders purchased an aggregate of [20,000,000] shares of Common Stock (the “**Investor Shares**”) in a transaction exempt from registration under the Securities Act pursuant to the respective Subscription Agreements, each dated as of [●], 2021, entered into by and between the Company and each of the Investor Stockholders (each, a “**Subscription Agreement**” and, collectively, the “**Subscription Agreements**”);

WHEREAS, pursuant to Section 5.5 of the Original RRA, the provisions, covenants and conditions set forth therein may be amended or modified upon the written consent of the Company and the Holders (as defined in the Original RRA) of at least a majority-in-interest of the Registrable Securities (as defined in the Original RRA) at the time in question, and the Sponsor and the Director Holders are Holders in the aggregate of at least a majority-in-interest of the Registrable Securities as of the date hereof; and

¹ Note to Draft: To be entities designated by Sponsor. Parties to discuss which entities would be a party to this Agreement in light of the MFN in the Subscription Agreements.

WHEREAS, the Company, the Sponsor and the Director Holders desire to amend and restate the Original RRA in its entirety and enter into this Agreement, pursuant to which the Company shall grant the Holders certain registration rights with respect to certain securities of the Company, as set forth in this Agreement, and terminate the Original RRA.

NOW, THEREFORE, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

“Additional Holder” shall have the meaning given in Section 5.10.

“Additional Holder Common Stock” shall have the meaning given in Section 5.10.

“Adverse Disclosure” shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or the Chief Financial Officer of the Company, after consultation with counsel to the Company, (i) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (ii) would not be required to be made at such time if the Registration Statement were not being filed, declared effective or used, as the case may be, and (iii) either (A) could reasonably be expected to have a material adverse effect on the Company’s ability to effect a material proposed acquisition, disposition, financing, reorganization, recapitalization or similar transaction or (B) relates to information the accuracy of which has yet to be determined by the Company or which is the subject of an ongoing investigation or inquiry; *provided* that the Company takes all action as necessary to as expeditiously as possible make such determination and conclude such investigation or inquiry.

“Agreement” shall have the meaning given in the Preamble hereto.

“Block Trade” shall have the meaning given in Section 2.4.1.

“Board” shall mean the Board of Directors of the Company.

“Closing” shall have the meaning given in the Merger Agreement.

“Closing Date” shall have the meaning given in the Merger Agreement.

“Commission” shall mean the Securities and Exchange Commission.

“Common Stock” shall have the meaning given in the Recitals hereto.

“Company” shall have the meaning given in the Preamble hereto and includes the Company’s successors by recapitalization, merger, consolidation, spin-off, reorganization or similar transaction.

“Competing Registration Rights” shall have the meaning given in Section 5.7.

“Demanding Holder” shall have the meaning given in Section 2.1.4.

“Director Holders” shall have the meaning given in the Preamble hereto.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

“Form S-1 Shelf” shall have the meaning given in Section 2.1.1.

“Form S-3 Shelf” shall have the meaning given in Section 2.1.1.

“Holder Information” shall have the meaning given in Section 4.1.2.

“Holders” shall have the meaning given in the Preamble hereto, for so long as such person or entity holds any Registrable Securities.

“Investor Shares” shall have the meaning given in the Recitals hereto.

“Investor Stockholders” shall have the meaning given in the Preamble hereto.

“Joinder” shall have the meaning given in Section 5.10.

“Maximum Number of Securities” shall have the meaning given in Section 2.1.5.

“Merger Agreement” shall have the meaning given in the Recitals hereto.

“Minimum Takedown Threshold” shall have the meaning given in Section 2.1.4.

“Misstatement” shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus or necessary to make the statements in a Registration Statement or Prospectus (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading.

“Original RRA” shall have the meaning given in the Recitals hereto.

“Permitted Transferees” shall mean any person or entity to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities, including prior to the expiration of any lock-up period applicable to such Registrable Securities, subject to and in accordance with any applicable agreement between such Holder and/or their respective Permitted Transferees and the Company and any transferee thereafter.

“Piggyback Registration” shall have the meaning given in Section 2.2.1.

“Prospectus” shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

“Registrable Security” shall mean (a) any outstanding shares of Common Stock or any other equity security (including warrants to purchase shares of Common Stock and shares of Common Stock issued or issuable upon the exercise of any other equity security) of the Company held by a Holder immediately following the Closing (including any securities distributable pursuant to the Merger Agreement and any Investor Shares); (b) any Additional Holder Common Stock; and (c) any other equity security of the Company or any of its subsidiaries issued or issuable with respect to any securities referenced in clause (a) or (b) above by way of a stock dividend or stock split or in connection with a recapitalization, merger, consolidation, spin-off, reorganization or similar transaction; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities upon the earliest to occur of: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement by the applicable Holder; (B) so long as such Holder and its affiliates beneficially own less than one percent (1%) of the outstanding shares of the Common Stock in the aggregate, new certificates for such securities not bearing (or book entry positions not subject to) a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (C) such securities shall have ceased to be outstanding; (D) so long as such Holder and its affiliates beneficially own less than one percent (1%) of the outstanding shares of the Common Stock in the aggregate, such securities may be sold without registration pursuant to Rule 144 or any successor rule promulgated under the Securities Act (but with no volume or other restrictions or limitations including as to manner or timing of sale); (E) such securities have been sold without registration pursuant to Section 4(a)(1) of the Securities Act or Rule 145 promulgated under the Securities Act or any successor rules promulgated under the Securities Act; and (F) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

“Registration” shall mean a registration, including any related Shelf Takedown, effected by preparing and filing a registration statement, Prospectus or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

“Registration Expenses” shall mean the documented, out-of-pocket expenses of a Registration, including, without limitation, the following:

(A) all registration, listing and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any national securities exchange on which the Common Stock is then listed;

(B) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of outside counsel for the Underwriters in connection with blue

sky qualifications of Registrable Securities and the fees and expenses of any “qualified independent underwriter” as such term is defined in FINRA Rule 5121);

(C) printing, messenger, telephone and delivery expenses;

(D) fees and disbursements of counsel for the Company;

(E) fees and disbursements of all independent registered public accountants of the Company and any other persons, including special experts, retained by the Company, incurred in connection with such Registration;

(F) all expenses in connection with the preparation, printing and filing of a Registration Statement, any Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to any Holders, underwriters and dealers and all expenses incidental to delivery of the Registrable Securities;

(G) the expenses incurred in connection with making “road show” presentations and holding meetings with potential investors to facilitate the sale of Registrable Securities in an Underwritten Offering; and

(H) in an Underwritten Offering, reasonable fees and expenses of one (1) legal counsel selected by the majority-in-interest of the Demanding Holders.

“Registration Statement” shall mean any registration statement that covers Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

“Requesting Holders” shall have the meaning given in Section 2.1.5.

“Securities Act” shall mean the Securities Act of 1933, as amended from time to time.

“Shelf” shall mean the Form S-1 Shelf, the Form S-3 Shelf or any Subsequent Shelf Registration Statement, as the case may be.

“Shelf Registration” shall mean a registration of securities pursuant to a registration statement filed with the Commission in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).

“Shelf Takedown” shall mean an Underwritten Shelf Takedown or any proposed transfer or sale using a Registration Statement, including a Piggyback Registration.

“SoFi” shall have the meaning given in the Preamble hereto.

“SoFi Holders” shall have the meaning given in the Preamble hereto.

“Sponsor” shall have the meaning given in the Preamble hereto.

“Subsequent Shelf Registration Statement” shall have the meaning given in Section 2.1.2.

“Transfer” shall mean the (a) sale or assignment of, offer to sell, contract or agreement to sell, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).

“Underwriter” shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer’s market-making activities.

“Underwritten Offering” shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

“Underwritten Shelf Takedown” shall have the meaning given in Section 2.1.4.

“Withdrawal Notice” shall have the meaning given in Section 2.1.6.

ARTICLE II

REGISTRATIONS AND OFFERINGS

2.1 Shelf Registration.

2.1.1 Filing. As soon as practicable but no later than forty-five (45) calendar days following the Closing Date, the Company shall submit to or file with the Commission a Registration Statement for a Shelf Registration on Form S-1 (the ***“Form S-1 Shelf”***) or a Registration Statement for a Shelf Registration on Form S-3 (the ***“Form S-3 Shelf”***), if the Company is then eligible to use a Form S-3 Shelf, in each case, covering the resale of all the Registrable Securities (determined as of two (2) business days prior to such submission or filing) on a delayed or continuous basis and shall use its commercially reasonable efforts to have such Shelf declared effective as soon as practicable after the filing thereof, but no later than the earlier of (a) the ninetieth (90th) calendar day following the filing date thereof if the Commission notifies the Company that it will “review” the Registration Statement and (b) the tenth (10th) business day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be “reviewed” or will not be subject to further review. Such Shelf shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. The Company shall maintain a Shelf in accordance with the terms hereof, and shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements as may be necessary to keep a Shelf continuously effective, available for use to permit the Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. In the event the Company files a Form S-1 Shelf, the Company shall use its commercially reasonable efforts to convert the Form S-1 Shelf (and any Subsequent

Shelf Registration Statement) to a Form S-3 Shelf as soon as practicable after the Company is eligible to use Form S-3. The Company's obligation under this Section 2.1.1, shall, for the avoidance of doubt, be subject to Section 3.4.

2.1.2 Subsequent Shelf Registration. If any Shelf ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, the Company shall, subject to Section 3.4, use its commercially reasonable efforts to as promptly as is reasonably practicable cause such Shelf to again become effective under the Securities Act (including using its commercially reasonable efforts to obtain the prompt withdrawal of any order suspending the effectiveness of such Shelf), and shall use its commercially reasonable efforts to as promptly as is reasonably practicable amend such Shelf in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf or file an additional registration statement as a Shelf Registration (a "***Subsequent Shelf Registration Statement***") registering the resale of all Registrable Securities (determined as of two (2) business days prior to such filing). If a Subsequent Shelf Registration Statement is filed, the Company shall use its commercially reasonable efforts to (i) cause such Subsequent Shelf Registration Statement to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that the Subsequent Shelf Registration Statement shall be an automatic shelf registration statement (as defined in Rule 405 promulgated under the Securities Act) if the Company is a well-known seasoned issuer (as defined in Rule 405 promulgated under the Securities Act) at the most recent applicable eligibility determination date) and (ii) keep such Subsequent Shelf Registration Statement continuously effective, available for use to permit the Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. Any such Subsequent Shelf Registration Statement shall be on Form S-3 to the extent that the Company is eligible to use such form. Otherwise, such Subsequent Shelf Registration Statement shall be on another appropriate form. The Company's obligation under this Section 2.1.2, shall, for the avoidance of doubt, be subject to Section 3.4.

2.1.3 Additional Registrable Securities. Subject to Section 3.4, in the event that any Holder holds Registrable Securities that are not registered for resale on a delayed or continuous basis, the Company, upon written request of the Sponsor, a SoFi Holder, an Investor Stockholder or a Director Holder, shall cause the resale of such Registrable Securities to be covered by either, at the Company's option, any then available Shelf (including by means of a post-effective amendment) or by filing a Subsequent Shelf Registration Statement and cause the same to become effective as soon as practicable after such filing and such Shelf or Subsequent Shelf Registration Statement shall be subject to the terms hereof; provided, however, that the Company shall only be required to cause such Registrable Securities to be so covered twice per calendar year for each of the Sponsor, each SoFi Holder, each Investor Stockholder and each Director Holder; provided further that prior to making such filing with respect to any written request by a Holder, the Company shall notify the other Holders and provide such other Holders a reasonable opportunity to include additional Registrable Securities held by such other Holders in such filing.

2.1.4 Requests for Underwritten Shelf Takedowns. Subject to Section 3.4, at any time and from time to time when an effective Shelf is on file with the Commission, the Sponsor, an Investor Stockholder or a SoFi Holder (any of the Sponsor, an Investor Stockholder or a SoFi Holder being in such case, a "***Demanding Holder***") may request to sell all or any portion of its

Registrable Securities in an Underwritten Offering that is registered pursuant to the Shelf (each, an “**Underwritten Shelf Takedown**”); provided that the Company shall only be obligated to effect an Underwritten Shelf Takedown if such offering shall include Registrable Securities proposed to be sold by the Demanding Holder, either individually or together with other Demanding Holders, with a total offering price reasonably expected to exceed, in the aggregate, \$50²million (the “**Minimum Takedown Threshold**”). All requests for Underwritten Shelf Takedowns shall be made by giving written notice to the Company, which shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Shelf Takedown. Subject to Section 2.4.4, the Underwriters for such offering (which shall consist of one or more reputable nationally recognized investment banks) shall be selected by the majority-in-interest of the Demanding Holders, subject to the Company’s prior approval (which shall not be unreasonably withheld, conditioned or delayed). The Sponsor, an Investor Stockholder and a SoFi Holder may each demand not more than (i) one (1) Underwritten Shelf Takedown pursuant to this Section 2.1.4 within any six (6) month period or (ii) two (2) Underwritten Shelf Takedowns pursuant to this Section 2.1.4 in any twelve (12) month period. Notwithstanding anything to the contrary in this Agreement, the Company may affect any Underwritten Offering pursuant to any then effective Registration Statement, including a Form S-3, that is then available for such offering.

2.1.5 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Shelf Takedown, in good faith, advises the Company, the Demanding Holders and the Holders requesting piggy back rights pursuant to this Agreement with respect to such Underwritten Shelf Takedown (the “**Requesting Holders**”) (if any) in writing that the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other shares of Common Stock or other equity securities that the Company desires to sell and all other shares of Common Stock or other equity securities, if any, that have been requested to be sold in such Underwritten Offering pursuant to separate written contractual piggy-back registration rights held by any other stockholders, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the “**Maximum Number of Securities**”), then the Company shall include in such Underwritten Offering, before including any shares of Common Stock or other equity securities proposed to be sold by Company or by other holders of Common Stock or other equity securities, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities that each Demanding Holder and Requesting Holder (if any) has requested be included in such Underwritten Shelf Takedown and the aggregate number of Registrable Securities that the Demanding Holders and Requesting Holders have requested be included in such Underwritten Shelf Takedown) that can be sold without exceeding the Maximum Number of Securities.

² Note to GP: Underwriters have advised that \$100M is typically the min threshold for their participation in an underwritten offering. They may go down to \$50M in special circumstances but would not otherwise participate in a smaller offering.

2.1.6 Withdrawal. Prior to the filing of the applicable “red herring” prospectus or prospectus supplement used for marketing such Underwritten Shelf Takedown, any Demanding Holder initiating an Underwritten Shelf Takedown shall have the right to withdraw from such Underwritten Shelf Takedown for any or no reason whatsoever upon written notification (a “**Withdrawal Notice**”) to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Underwritten Shelf Takedown; provided that the Sponsor, an Investor Stockholder or a SoFi Holder may elect to have the Company continue an Underwritten Shelf Takedown if the Minimum Takedown Threshold would still be satisfied by the Registrable Securities proposed to be sold in the Underwritten Shelf Takedown by the Sponsor, the Investor Stockholders, the SoFi Holders or any of their respective Permitted Transferees, as applicable. If withdrawn by a Demanding Holder, the Sponsor, an Investor Stockholder or a SoFi Holder may elect to continue an Underwritten Shelf Takedown pursuant to the proviso in the immediately preceding sentence and such Underwritten Shelf Takedown shall instead count as an Underwritten Shelf Takedown demanded by the Sponsor, such Investor Stockholder or such SoFi Holder, as applicable, for purposes of Section 2.1.4. Following the receipt of any Withdrawal Notice, the Company shall promptly forward such Withdrawal Notice to any other Holders that had elected to participate in such Shelf Takedown and shall not include the Registrable Securities of such withdrawing Demanding Holder in the applicable registration and such Registrable Securities shall continue to be Registrable Securities for all purposes of this Agreement (subject to the other terms and conditions of this Agreement). Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Shelf Takedown prior to its withdrawal under this Section 2.1.6, other than if a Demanding Holder elects to pay such Registration Expenses pursuant to clause (ii) of the second sentence of this Section 2.1.6.

2.2 Piggyback Registration.

2.2.1 Piggyback Rights. Subject to Section 2.4.3, if the Company or any Holder proposes to conduct a registered offering of, or if the Company proposes to file a Registration Statement under the Securities Act with respect to the Registration of, equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of the Company (or by the Company and by the stockholders of the Company including, without limitation, an Underwritten Shelf Takedown pursuant to Section 2.1), other than a Registration Statement (or any registered offering with respect thereto) (i) filed in connection with any employee stock option or other benefit plan, (ii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iii) for an offering of debt that is convertible into equity securities of the Company, (iv) for a dividend reinvestment plan, (v) a Block Trade or (vi) filed in connection with a confidentially marketed public offering by the Company of primary shares, then the Company shall give written notice of such proposed offering to all of the Holders of Registrable Securities as soon as practicable but not less than ten (10) days before the anticipated filing date of such Registration Statement or, in the case of an Underwritten Offering pursuant to a Shelf Registration, the applicable “red herring” prospectus or prospectus supplement used for marketing such offering, which notice shall (A) describe the amount and type of securities to be included in such offering, the proposed filing date, the intended method(s) of distribution, the name of the proposed managing Underwriter or Underwriters, if any, in such offering and to the extent then known a good faith estimate of the proposed minimum

offering price, and (B) offer to all of the Holders of Registrable Securities the opportunity to include in such registered offering such number of Registrable Securities as such Holders may request in writing within five (5) days after receipt of such written notice (such registered offering, a “**Piggyback Registration**”). Subject to Section 2.2.2, the Company shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and, if applicable, shall use its commercially reasonable efforts to cause the managing Underwriter or Underwriters of such Piggyback Registration to permit the Registrable Securities requested by the Holders pursuant to this Section 2.2.1 to be included therein on the same terms and conditions as any similar securities of the Company included in such registered offering and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. The inclusion of any Holder’s Registrable Securities in a Piggyback Registration shall be subject to such Holder agreement to enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering.

2.2.2 Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Offering that is to be a Piggyback Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of shares of Common Stock or other equity securities that the Company desires to sell, taken together with (i) the shares of Common Stock or other equity securities, if any, as to which Registration or a registered offering has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which registration has been requested pursuant to Section 2.2 hereof, and (iii) the shares of Common Stock or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Holders of Registrable Securities hereunder, exceeds the Maximum Number of Securities, then:

(a) if the Registration or registered offering is undertaken for the Company’s account, the Company shall include in any such Registration or registered offering (A) first, the shares of Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 2.2.1, pro rata, based on the respective number of Registrable Securities that each Holder has requested be included in such Underwritten Offering and the aggregate number of Registrable Securities that the Holders have requested to be included in such Underwritten Offering, which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the shares of Common Stock or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Holders of Registrable Securities hereunder, which can be sold without exceeding the Maximum Number of Securities;

(b) if the Registration or registered offering is pursuant to a demand by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration or registered offering (A) first, the shares of Common Stock or other

equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities, subject to Section 5.7; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 2.2.1, pro rata, based on the respective number of Registrable Securities that each Holder has requested be included in such Underwritten Offering and the aggregate number of Registrable Securities that the Holders have requested to be included in such Underwritten Offering, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the shares of Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), the shares of Common Stock or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Holders of Registrable Securities hereunder, which can be sold without exceeding the Maximum Number of Securities; and

(c) if the Registration or registered offering and Underwritten Shelf Takedown is pursuant to a request by Holder(s) of Registrable Securities pursuant to Section 2.1 hereof, then the Company shall include in any such Registration or registered offering securities in the priority set forth in Section 2.1.5.

2.2.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities (other than a Demanding Holder, whose right to withdraw from an Underwritten Shelf Takedown, and related obligations, shall be governed by Section 2.1.6) shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration or, in the case of a Piggyback Registration pursuant to a Shelf Registration, the filing of the applicable “red herring” prospectus or prospectus supplement with respect to such Piggyback Registration used for marketing such transaction. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons or entities pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration (which, in no circumstance, shall include a Shelf) at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement (other than Section 2.1.6), the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this Section 2.2.3.

2.2.4 Unlimited Piggyback Registration Rights. For purposes of clarity, subject to Section 2.1.6, any Piggyback Registration effected pursuant to Section 2.2 hereof shall not be counted as a demand for an Underwritten Shelf Takedown under Section 2.1.4 hereof.

2.3 Market Stand-off. In connection with any Underwritten Offering of equity securities of the Company (other than a Block Trade) in which a Holder participates, such Holder agrees that it shall not Transfer any shares of Common Stock or other equity securities of the

Company (other than those included in such offering pursuant to this Agreement), without the prior written consent of the Company, during the ninety (90)-day period (or such shorter time agreed to by the managing Underwriters) beginning on the date of pricing of such offering, except as expressly permitted by such lock-up agreement or in the event the managing Underwriters otherwise agree by written consent. Each Holder agrees to execute a customary lock-up agreement in favor of the Underwriters to such effect (in each case on substantially the same terms and conditions as all such Holders).

2.4 Block Trades.

2.4.1 Notwithstanding any other provision of this Article II, but subject to Section 3.4, at any time and from time to time when an effective Shelf is on file with the Commission, if a Demanding Holder wishes to engage in an underwritten registered offering not involving a “roadshow,” an offer commonly known as a “block trade” (a “**Block Trade**”), with a total offering price reasonably expected to exceed, in the aggregate, either (x) \$50³ million or (y) all remaining Registrable Securities held by the Demanding Holder, then such Demanding Holder shall notify the Company of its request to engage in a Block Trade and, subject to Section 3.1.8 or the waiver thereof by such Demanding Holder, the Company shall as expeditiously as possible use its commercially reasonable efforts to facilitate such Block Trade; provided that such Demanding Holder shall use commercially reasonable efforts to work with the Company and any Underwriters prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Block Trade.

2.4.2 Prior to the filing of the applicable “red herring” prospectus or prospectus supplement used in connection with a Block Trade, the Demanding Holders initiating such Block Trade shall have the right to submit a Withdrawal Notice to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Block Trade. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a block trade prior to its withdrawal under this Section 2.4.2.

2.4.3 Notwithstanding anything to the contrary in this Agreement, Section 2.2 shall not apply to a Block Trade initiated by a Demanding Holder pursuant to this Agreement.

2.4.4 The Demanding Holder in a Block Trade shall have the right to select the Underwriters for such Block Trade (which shall consist of one or more reputable nationally recognized investment banks).

2.4.5 A Holder in the aggregate may make unlimited demands in respect of Block Trades pursuant to this Section 2.4. For the avoidance of doubt, any Block Trade effected pursuant to this Section 2.4 shall not be counted as a demand for an Underwritten Shelf Takedown pursuant to Section 2.1.4 hereof.

³ Note to GP: See comment above re: threshold.

ARTICLE III

COMPANY PROCEDURES

3.1 General Procedures. In connection with any Shelf and/or Shelf Takedown, the Company shall use its commercially reasonable efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as possible:

3.1.1 prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities have ceased to be Registrable Securities;

3.1.2 without limiting the provisions set forth in Section 2.1.3, prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by any Holder that holds at least one percent (1%) of the Registrable Securities registered on such Registration Statement or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), any free writing prospectus (as defined in Rule 405 of the Securities Act) and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may request (including any comment letter from the Commission), and all such documents shall be subject to the review and reasonable comment of such counsel who shall, if requested, have a reasonable opportunity to participate in the preparation of such documents in order to facilitate the disposition of the Registrable Securities owned by such Holders. The Company shall not file any such Registration Statement or Prospectus, or any amendment or supplement thereto, to which a majority-in-interest of the Holders of Registrable Securities included in such Registration or their respective counsels shall reasonably object in writing on a timely basis;

3.1.4 prior to any public offering of Registrable Securities, use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request (or provide evidence satisfactory to such Holders that the

Registrable Securities are exempt from such registration or qualification) and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each national securities exchange on which similar securities issued by the Company are then listed and, if no such securities are so listed, use commercially reasonable efforts to cause such Registrable Securities to be listed on the New York Stock Exchange or the Nasdaq Stock Market;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 at least five (5) days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus (or such shorter period of time as may be (a) necessary in order to comply with the Securities Act, the Exchange Act, and the rules and regulations promulgated under the Securities Act or Exchange Act, as applicable or (b) advisable in order to reduce the number of days that sales are suspended pursuant to Section 3.4), furnish a copy thereof to each seller of such Registrable Securities or its counsel (excluding any exhibits thereto and any filing made under the Exchange Act that is to be incorporated by reference therein);

3.1.9 as promptly as practicable notify the Holders in writing upon any of the following events: (A) the filing of the Registration Statement, any Prospectus and any amendment or supplement thereto, and, with respect to the Registration Statement or any post-effective amendment thereto, when the same has become effective; (B) any request by the Commission or any other U.S. or state governmental authority for amendments or supplements to the Registration Statement or any Prospectus or for additional information; (C) the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the securities or "blue sky" laws of any jurisdiction or the initiation or threat of any proceeding for such purpose; (D) if at any time the representations and warranties of the Company contained in any underwriting agreement contemplated by Section 3.1.13 below cease to be true and correct in any material respect, provided that notice shall only be required if required to be given to the underwriters pursuant to such underwriting agreement; and (E) at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities

Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4;

3.1.10 in the event of an Underwritten Offering, (A) permit representatives of the Holders, the Underwriters or other financial institutions facilitating such Underwritten Offering, if any, and any attorney, consultant or accountant retained by such Holders or Underwriter to participate, at each such person's or entity's own expense, in the preparation of the Registration Statement, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, financial institution, attorney, consultant or accountant in connection with the Registration, including to enable them to exercise their due diligence responsibility; provided, however, that such representatives, Underwriters or financial institutions agree to confidentiality arrangements in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information and (B) cause the officers, directors and employees of the Company and its subsidiaries (and use its commercially reasonable efforts to cause its auditors) to participate in customary due diligence calls;

3.1.11 obtain a "cold comfort" letter from the Company's independent registered public accountants in the event of an Underwritten Offering, a Block Trade or a sale by a broker, placement agent or sales agent pursuant to such Registration (subject to such broker, placement agent or sales agent providing such certification or representation reasonably requested by the Company's independent registered public accountants and the Company's counsel) in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.12 in the event of an Underwritten Offering, on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the participating Holders, the broker, placement agents or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the participating Holders, broker, placement agent, sales agent or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters;

3.1.13 in an Underwritten Offering, enter into an underwriting agreement in form, scope and substance as is customary in underwritten offerings and in connection therewith, (A) make representations and warranties to the Holders of such Registrable Securities and the Underwriters, if any, with respect to the business of the Company and its subsidiaries, and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope as are customarily made by issuers in underwritten offerings, and, if true, confirm the same if and when requested, (B) include in the underwriting agreement indemnification provisions and procedures substantially to the effect set forth in Article IV hereof with respect to the Underwriters and all parties to be indemnified pursuant to said Article except as otherwise agreed by the majority-in-interest of the participating Holders and (C) deliver such documents and certificates as are reasonably requested

by the majority-in-interest of the participating Holders, their counsel and the Underwriters to evidence the continued validity of the representations and warranties made pursuant to sub-clause (A) above and to evidence compliance with any customary conditions contained in the underwriting agreement;

3.1.14 in the event of any Underwritten Offering, a Block Trade or sale by a broker, placement agent or sales agent pursuant to such Registration, enter into and perform its obligations under an underwriting or other purchase or sales agreement, in usual and customary form, with the managing Underwriter or the broker, placement agent or sales agent of such offering or sale;

3.1.15 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule then in effect);

3.1.16 with respect to an Underwritten Offering pursuant to Section 2.1.4, make available senior executives of the Company to participate in meetings with analysts or customary "road show" presentations that may be reasonably requested by the Underwriter in such Underwritten Offering;

3.1.17 cooperate with the participating Holders and the Underwriters, if any, to facilitate the timely preparation and delivery of certificates (if such securities are certificated and which shall not bear any restrictive legends unless required under applicable law) representing securities sold under any Registration Statement, and enable such securities to be in such denominations and registered in such names as such Holders or Underwriters may request and keep available and make available to the Company's transfer agent prior to the effectiveness of such Registration Statement a supply of such certificates (if such securities are certificated);

3.1.18 cooperate with each participating Holder and Underwriter, if any, and their respective counsels in connection with any filings required to be made with FINRA; and

3.1.19 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the participating Holders, consistent with the terms of this Agreement, in connection with such Registration.

Notwithstanding the foregoing, the Company shall not be required to provide any documents or information to an Underwriter, broker, sales agent or placement agent if such Underwriter, broker, sales agent or placement agent has not then been selected as an Underwriter, broker, sales agent or placement agent, as applicable, with respect to the applicable Underwritten Offering or other offering involving a registration.

3.2 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all Underwriters' commissions and discounts, brokerage fees, Underwriter marketing costs, transfer taxes and, other than as set forth in the definition of "Registration Expenses," all fees and expenses of any legal counsel representing the Holders.

3.3 Requirements for Participation in Registration Statement in Offerings. Notwithstanding anything in this Agreement to the contrary, if any Holder does not provide the Company with its requested Holder Information, the Company may exclude such Holder's Registrable Securities from the applicable Registration Statement or Prospectus if the Company determines, based on the advice of counsel, that such information is necessary to effect the registration and such Holder continues thereafter to withhold such information. No person or entity may participate in any Underwritten Offering or other offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person or entity (i) agrees to sell such person's or entity's securities on the basis provided in any underwriting, sales, distribution or placement arrangements approved by the Company and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting or other agreements and other customary documents as may be reasonably required under the terms of such underwriting, sales, distribution or placement arrangements. The exclusion of a Holder's Registrable Securities as a result of this Section 3.3 shall not affect the registration of the other Registrable Securities to be included in such Registration.

3.4 Suspension of Sales; Adverse Disclosure; Restrictions on Registration Rights.

3.4.1 Upon receipt of written notice from the Company that: (a) a Registration Statement or Prospectus contains a Misstatement; or (b) any request by the Commission for any amendment or supplement to any Registration Statement or Prospectus or for additional information or of the occurrence of an event requiring the preparation of a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of the securities covered by such Registration Statement or Prospectus, such Registration Statement or Prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, each of the Holders shall forthwith discontinue disposition of Registrable Securities pursuant to such Registration Statement covering such Registrable Securities until it has received copies of a supplemented or amended Prospectus (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice) or until it is advised in writing by the Company that the use of the Prospectus may be resumed, and, if so directed by the Company, each such Holder will deliver to the Company all copies, other than permanent file copies then in such Holder's possession, of the most recent Prospectus covering such Registrable Securities at the time of receipt of such notice. In the event that a Holder exercises a demand right pursuant to Section 2.1 and the related offering is expected to, or may, occur during a quarterly earnings blackout period of the Company (such blackout periods determined in accordance with the Company's written insider trading compliance program adopted by the Board), the Company and such Holder shall act reasonably and work cooperatively in view of such quarterly earnings blackout period.

3.4.2 Subject to Section 3.4.3, if the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would (a) require the Company to make an Adverse Disclosure or (b) be seriously detrimental to the Company and as a result that it is essential to defer such filing, initial effectiveness or continued use at such time, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of

time determined in good faith by the Company to be necessary for such purpose; *provided*, that in the event of an Adverse Disclosure in respect of clause (iii)(B) of the definition thereof, any such delay or suspension shall not in any event exceed 15 days. In the event the Company exercises its rights under this Section 3.4.2, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities until such Holder receives written notice from the Company that such sales or offers of Registrable Securities may be resumed, and in each case maintain the confidentiality of such notice and its contents.

3.4.3 (a) During the period starting with the date thirty (30) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date ninety (90) days after the effective date of, a Company-initiated Registration, and provided that the Company continues to actively employ, in good faith, all reasonable efforts to maintain the effectiveness of the applicable Shelf Registration Statement, the Company may, upon giving prompt written notice of such action to the Holders, delay any other registered offering pursuant to Section 2.1.4 and, (b) during the period starting with the date fifteen (15) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date forty five (45) days after the effective date of, a Company-initiated Registration, and provided that the Company continues to actively employ, in good faith, all reasonable efforts to maintain the effectiveness of the applicable Shelf Registration Statement, the Company may, upon giving prompt written notice of such action to the Holders, delay any other registered offering pursuant to Section 2.4.

3.4.4 The right to delay or suspend any filing, initial effectiveness or continued use of a Registration Statement pursuant to Section 3.4.2 or a registered offering pursuant to Section 3.4.3 shall be exercised by the Company, in the aggregate, on not more than three occasions or for more than ninety (90) consecutive calendar days, or more than one hundred and twenty (120) total calendar days in each case during any twelve-month period.

3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings; *provided* that any documents publicly filed or furnished with the Commission pursuant to the Electronic Data Gathering, Analysis and Retrieval System shall be deemed to have been furnished or delivered to the Holders pursuant to this Section 3.5. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of Common Stock held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule then in effect). Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

ARTICLE IV

INDEMNIFICATION AND CONTRIBUTION

4.1 Indemnification.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers, directors, partners, members and agents and each person or entity who controls such Holder (within the meaning of the Securities Act), against all losses, claims, damages, liabilities and out-of-pocket expenses (including, without limitation, reasonable outside attorneys' fees and reasonable expenses of investigation) arising out of, resulting from or based upon any untrue or alleged untrue statement of material fact contained in or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information or affidavit so furnished in writing to the Company by such Holder expressly for use therein. The Company shall indemnify the Underwriters, their officers and directors and each person or entity who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish (or cause to be furnished) to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus (the "**Holder Information**") and, to the extent permitted by law, shall indemnify the Company, its directors, officers, partners, members and agents and each person or entity who controls the Company (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and out-of-pocket expenses (including, without limitation, reasonable outside attorneys' fees and reasonable expenses of investigation) arising out of, resulting from or based upon any untrue or alleged untrue statement of material fact contained or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement is contained in (or not contained in, in the case of an omission) any Holder Information so furnished in writing by or on behalf of such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds actually received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person or entity who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company.

4.1.3 Any person or entity entitled to indemnification herein shall give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's or entity's right to

indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party through the forfeiture of substantive rights or defenses) and in no event shall such failure relieve the indemnifying party from any other liability that it may have to such indemnified party. and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Article IV for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation, unless (i) such indemnified party reasonably objects to such assumption on the grounds that there may be defenses available to it which are different from or in addition to the defenses available to such indemnifying party, (ii) the indemnifying party shall have failed within a reasonable period of time to assume such defense or, having assumed such defense, has not conducted the defense of such claim actively and diligently or (iii) the named parties in any such proceeding (including any impleaded parties) include both the indemnified party and the indemnifying party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them, in which case the indemnified party shall be promptly reimbursed by the indemnifying party for the expenses incurred in connection with retaining one separate legal counsel, in addition to any local counsel (for the avoidance of doubt, for all indemnified parties in connection therewith)). If such defense is assumed, (A) the indemnifying party shall keep the indemnified party informed as to the status of such claim at all stages thereof (including all settlement negotiations and offers), promptly submit to such indemnified party copies of all pleadings, responsive pleadings, motions and other similar legal documents and paper received or filed in connection therewith, permit such indemnified party and their respective counsels to confer with the indemnifying party and its counsel with respect to the conduct of the defense thereof, and permit indemnified party and its counsel a reasonable opportunity to review all legal papers to be submitted prior to their submission and (B) the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). In any action hereunder as to which the indemnifying party has assumed the defense thereof with counsel satisfactory to the indemnified party, the indemnified party shall continue to be entitled to participate in the defense thereof, with counsel of its own choice, but the indemnifying party shall not be obligated hereunder to reimburse the indemnified party for the costs thereof. No indemnifying party shall, without the prior written consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement includes a statement or admission of fault, culpability or failure to act on the part of such indemnified party or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation that shall be in form and substance satisfactory to such indemnified party.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person or entity of such indemnified party and shall survive the transfer of securities.

4.1.5 If the indemnification provided under Section 4.1 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and out-of-pocket expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and out-of-pocket expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by (or not made by, in the case of an omission), or relates to information supplied by (or not supplied by in the case of an omission), such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this Section 4.1.5 shall be limited to the amount of the net proceeds actually received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or out-of-pocket expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this Section 4.1.5. No person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 4.1.5 from any person or entity who was not guilty of such fraudulent misrepresentation.

4.1.6 The obligations of the parties under this Article IV shall be in addition to any liability which any party may otherwise have to any other party.

ARTICLE V

MISCELLANEOUS

5.1 Notices. Any notice or communication under this Agreement must be in writing and given by (i) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service providing evidence of delivery, or (iii) transmission by hand delivery, electronic mail or facsimile. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery, electronic mail or facsimile, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to: [•], and, if to any Holder, at such Holder's address, electronic mail address or facsimile number as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by

written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 5.1.

5.2 Assignment; No Third Party Beneficiaries.

5.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

5.2.2 Subject to Section 5.2.4 and Section 5.2.5, this Agreement and the rights, duties and obligations of a Holder hereunder may be assigned in whole or in part to such Holder's Permitted Transferees; provided, that, with respect to the SoFi Holders, the Investor Stockholders, the Director Holders and the Sponsor, the rights hereunder that are personal to such Holders may not be assigned or delegated in whole or in part, except that (x) each of the SoFi Holders shall be permitted to transfer its rights hereunder as the SoFi Holders to one or more affiliates or any direct or indirect partners, members or equity holders of such SoFi Holder (it being understood that no such transfer shall reduce any rights of such SoFi Holder or such transferees), (y) each of the Investor Stockholders shall be permitted to transfer its rights hereunder as the Investor Stockholders to one or more affiliates or any direct or indirect partners, members or equity holders of such Investor Stockholder (it being understood that no such transfer shall reduce any rights of such Investor Stockholder or such transferees) and (z) the Sponsor shall be permitted to transfer its rights hereunder as the Sponsor to one or more affiliates or any direct or indirect partners, members or equity holders of the Sponsor (it being understood that no such transfer shall reduce any rights of the Sponsor or such transferees).

5.2.3 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders, which shall include Permitted Transferees.

5.2.4 This Agreement shall not confer any rights or benefits on any persons or entities that are not parties hereto, other than as expressly set forth in this Agreement and Section 5.2.

5.2.5 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 5.1 hereof and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 5.2 shall be null and void.

5.3 Counterparts. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature,

physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

5.4 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT (1) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AND (2) THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THIS AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN NEW YORK COUNTY IN THE STATE OF NEW YORK

5.5 TRIAL BY JURY. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

5.6 Amendments and Modifications. Upon the written consent of (a) the Company and (b) the Holders of a majority of the total Registrable Securities, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof shall also require the written consent of the Sponsor so long as the Sponsor and its affiliates hold, in the aggregate, at least one percent (1%) of the outstanding shares of Common Stock of the Company; provided, further, that notwithstanding the foregoing, any amendment hereto or waiver hereof shall also require the written consent of each Investor Stockholder so long as such Investor Stockholder and its respective affiliates hold, in the aggregate, at least one percent (1%) of the outstanding shares of Common Stock of the Company; provided, further, that notwithstanding the foregoing, any amendment hereto or waiver hereof shall also require the written consent of each SoFi Holder so long as such SoFi Holder and its affiliates hold, in the aggregate, at least one percent (1%) of the outstanding shares of Common Stock of the Company; and provided, further, that any amendment hereto or waiver hereof that adversely affects one Holder, solely in its capacity as a holder of the shares of capital stock of the Company, in a manner that is different from the other Holders (in such capacity) shall require the consent of the Holder so affected. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party. Notwithstanding anything herein to the contrary, any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party.

5.7 Other Registration Rights. Other than as provided in the Warrant Agreement, dated as of April 21, 2020, between the Company and Continental Stock Transfer & Trust Company and the Subscription Agreements, the Company represents and warrants that no person or entity, other than a Holder of Registrable Securities, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration Statement filed by the Company for the sale of securities for its own account or for the account of any other person or entity. For so long as (a) the Sponsor and its affiliates hold, in the aggregate, at least one percent (1%) of the outstanding shares of Common Stock of the Company, the Company hereby agrees and covenants that it will not grant rights to register any Common Stock (or securities convertible into or exchangeable for Common Stock) pursuant to the Securities Act that are more favorable, *pari passu* or senior to those granted to the Holders hereunder (such rights “**Competing Registration Rights**”) without the prior written consent of the Sponsor, (b) an Investor Stockholder and its affiliates hold, in the aggregate, at least one percent (1%) of the outstanding shares of Common Stock of the Company, the Company hereby agrees and covenants that it will not grant Competing Registration Rights without the prior written consent of such Investor Stockholder, and (c) a SoFi Holder and its affiliates hold, in the aggregate, at least one percent (1%) of the outstanding shares of Common Stock of the Company, the Company hereby agrees and covenants that it will not grant Competing Registration Rights without the prior written consent of such SoFi Holder. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

5.8 Term. This Agreement shall terminate, with respect to any Holder, on the date that such Holder no longer holds any Registrable Securities. The provisions of Sections 3.2 and 3.5 and Articles IV and V shall survive any termination.

5.9 Holder Information. Each Holder agrees, if requested in writing, to represent to the Company the total number of Registrable Securities held by such Holder in order for the Company to make determinations hereunder.

5.10 Additional Holders; Joinder. In addition to persons or entities who may become Holders pursuant to Section 5.2 hereof, subject to the prior written consent of each of the Sponsor, each SoFi Holder and each Investor Stockholder (in each case, so long as such Holder and its affiliates hold, in the aggregate, at least one percent (1%) of the outstanding shares of Common Stock of the Company), the Company may make any person or entity who acquires Common Stock or rights to acquire Common Stock after the date hereof a party to this Agreement (each such person or entity, an “**Additional Holder**”) by obtaining an executed joinder to this Agreement from such Additional Holder in the form of Exhibit A attached hereto (a “**Joinder**”). Such Joinder shall specify the rights and obligations of the applicable Additional Holder under this Agreement. Upon the execution and delivery and subject to the terms of a Joinder by such Additional Holder, the Common Stock of the Company then owned, or underlying any rights then owned, by such Additional Holder (the “**Additional Holder Common Stock**”) shall be Registrable Securities to the extent provided herein and therein and such Additional Holder shall be a Holder under this Agreement with respect to such Additional Holder Common Stock.

5.11 Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

5.12 Specific Performance. Each of the parties acknowledges and agrees that the other parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached or violated. Accordingly, to the fullest extent permitted by law, each of the parties agrees that, without posting bond or other undertaking, the other parties will be entitled to an injunction or injunctions to prevent breaches or violations of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action, claim or suit in addition to any other remedy to which it may be entitled, at law or in equity. Each party further agrees that, in the event of any action for specific performance in respect of such breach or violation, it will not assert that the defense that a remedy at law would be adequate.

5.13 Entire Agreement; Restatement. This Agreement constitutes the full and entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. Upon the Closing, the Original RRA shall no longer be of any force or effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

[Newco]
a Delaware corporation

By: _____
Name:
Title:

HOLDERS:

SCH Sponsor V LLC
a Cayman Islands limited liability company

By: _____
Name:
Title:

[Entity SoFi Holders]⁴
a [●]

By: _____
Name:
Title:

[Individual SoFi Holders]⁵

Jay Parikh

⁴ Note to Draft: To be updated with names of each SoFi Holder that is an entity.

⁵ Note to Draft: To be updated with names of each SoFi Holder that is an individual.

Jennifer Dulski

[Investor Stockholders]⁶
a [●]

By: _____
Name:
Title:

⁶ NTD: To be updated with Investor Stockholder entities.

Schedule 1
SoFi Holders

[TO COME]

Schedule 2
Investor Stockholders

[TO COME]

Exhibit A

REGISTRATION RIGHTS AGREEMENT JOINDER

The undersigned is executing and delivering this joinder (this “**Joinder**”) pursuant to the Amended and Restated Registration Rights Agreement, dated as of [●], 2021 (as the same may hereafter be amended, the “**Registration Rights Agreement**”), among [NewCo], a Delaware corporation (the “**Company**”), and the other persons or entities named as parties therein. Capitalized terms used but not otherwise defined herein shall have the meanings provided in the Registration Rights Agreement.

By executing and delivering this Joinder to the Company, and upon acceptance hereof by the Company upon the execution of a counterpart hereof, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the Registration Rights Agreement as a Holder of Registrable Securities in the same manner as if the undersigned were an original signatory to the Registration Rights Agreement, and the undersigned’s shares of Common Stock shall be included as Registrable Securities under the Registration Rights Agreement to the extent provided therein; provided, however, that the undersigned and its permitted assigns (if any) shall not have any rights as a Holder, and the undersigned’s (and its transferees’) shares of Common Stock shall not be included as Registrable Securities, for purposes of the Excluded Sections.

For purposes of this Joinder, “**Excluded Sections**” shall mean [_____].

Accordingly, the undersigned has executed and delivered this Joinder as of the _____ day of _____, 20__.

Signature of Stockholder

Print Name of Stockholder
Its:

Address: _____

Agreed and Accepted as of
_____, 20__

[Newco]

By: _____
Name:
Its:

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this “*Agreement*”), dated as of [●], 2021, is made and entered into by and among [SoFi Technologies, Inc.], a Delaware corporation (the “*Company*”) (formerly known as Social Capital Hedosophia Holdings Corp. V, a Cayman Islands exempted company limited by shares prior to its domestication as a Delaware corporation), and certain stockholders of Social Finance, Inc., a Delaware corporation (“*SoFi*”), as set forth on Schedule 1 hereto (such stockholders, the “*Series 1 Holders*” and, together with any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.2 of this Agreement, the “*Holders*” and each, a “*Holder*”).

RECITALS

WHEREAS, the Company has entered into that certain Agreement and Plan of Merger, dated as of January 7, 2021, (as it may be amended or supplemented from time to time, the “*Merger Agreement*”), by and among the Company, SoFi and Plutus Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of the Company;

WHEREAS, on the date hereof, pursuant to the Merger Agreement, the Series 1 Holders received shares of Series 1 Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock, par value \$0.0000025 per share (the “*Series 1 Preferred Stock*”) of the Company;

WHEREAS, the Company and the Series 1 Holders desire to enter into this Agreement, pursuant to which the Company shall grant the Series 1 Holders certain registration rights with respect to the Series 1 Preferred Stock as set forth in this Agreement.

NOW, THEREFORE, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

“*Adverse Disclosure*” shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or the Chief Financial Officer of the Company, after consultation with counsel to the Company, (i) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (ii) would not be required to be made at such time if the Registration Statement were not being filed, declared effective or used, as the case may be, and (iii) either (A) could reasonably

be expected to have a material adverse effect on the Company's ability to effect a material proposed acquisition, disposition, financing, reorganization, recapitalization or similar transaction or (B) relates to information the accuracy of which has yet to be determined by the Company or which is the subject of an ongoing investigation or inquiry; *provided* that the Company takes all action as necessary to as expeditiously as possible make such determination and conclude such investigation or inquiry.

"Agreement" shall have the meaning given in the Preamble hereto.

"Block Trade" shall have the meaning given in Section 2.4.1.

"Board" shall mean the Board of Directors of the Company.

"Closing" shall have the meaning given in the Merger Agreement.

"Closing Date" shall have the meaning given in the Merger Agreement.

"Commission" shall mean the Securities and Exchange Commission. **"Company"** shall have the meaning given in the Preamble hereto and includes the Company's successors by recapitalization, merger, consolidation, spin-off, reorganization or similar transaction. **"Demanding Holder"** shall have the meaning given in Section 2.1.4. **"Exchange Act"** shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"Form S-1 Shelf" shall have the meaning given in Section 2.1.1.

"Form S-3 Shelf" shall have the meaning given in Section 2.1.1.

"Holder Information" shall have the meaning given in Section 4.1.2.

"Holders" shall have the meaning given in the Preamble hereto, for so long as such person or entity holds any Registrable Securities. **"Maximum Number of Securities"** shall have the meaning given in Section 4.1.2.

"Merger Agreement" shall have the meaning given in the Recitals hereto.

"Minimum Takedown Threshold" shall have the meaning given in Section 4.1.2.

"Misstatement" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus or necessary to make the statements in a Registration Statement or Prospectus (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading.

"Permitted Transferees" shall mean any person or entity to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities, including prior to the expiration of any lock-up period applicable to such Registrable Securities, subject to and in accordance with any applicable agreement between such Holder and/or their respective permitted transferees and the company and any transferee thereafter.

“Piggyback Registration” shall have the meaning given in Section 2.2.1.

“Prospectus” shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

“Redeemable Preferred Stock” has the meaning assigned to such term in the Company’s certificate of incorporation.

“Registrable Security” shall mean (a) any outstanding shares of Series 1 Preferred Stock; and (b) any other equity security of the Company or any of its subsidiaries issued or issuable with respect to shares of Series 1 Preferred Stock by way of a stock dividend or stock split or in connection with a recapitalization, merger, consolidation, spin-off, reorganization or similar transaction; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities upon the earliest to occur of: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement by the applicable Holder; (B) so long as such Holder and its affiliates beneficially own less than one (1.0)% of the outstanding shares of the Series 1 Preferred Stock in the aggregate, new certificates for such securities not bearing (or book entry positions not subject to) a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (C) such securities shall have ceased to be outstanding; (D) so long as such Holder and its affiliates beneficially own less than one percent (1%) of the outstanding shares of the Series 1 Preferred Stock in the aggregate, such securities may be sold without registration pursuant to Rule 144 or any successor rule promulgated under the Securities Act (but with no volume or other restrictions or limitations including as to manner or timing of sale); (E) such securities have been sold without registration pursuant to Section 4(a)(1) of the Securities Act or Rule 145 promulgated under the Securities Act or any successor rules promulgated under the Securities Act; and (F) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

“Registration” shall mean a registration, including any related Shelf Takedown, effected by preparing and filing a registration statement, Prospectus or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

“Registration Expenses” shall mean the documented, out-of-pocket expenses of a Registration, including, without limitation, the following:

(A) all registration, listing and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any national securities exchange on which the Series 1 Preferred Stock is then listed;

(B) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of outside counsel for the Underwriters in connection with blue

sky qualifications of Registrable Securities and the fees and expenses of any “qualified independent underwriter” as such term is defined in FINRA Rule 5121);

(C) printing, messenger, telephone and delivery expenses;

(D) fees and disbursements of counsel for the Company;

(E) fees and disbursements of all independent registered public accountants of the Company and any other persons, including special experts, retained by the Company, incurred in connection with such Registration;

(F) all expenses in connection with the preparation, printing and filing of a Registration Statement, any Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to any Holders, underwriters and dealers and all expenses incidental to delivery of the Registrable Securities;

(G) the expenses incurred in connection with making “road show” presentations and holding meetings with potential investors to facilitate the sale of Registrable Securities in an Underwritten Offering; and

(H) in an Underwritten Offering, reasonable fees and expenses of one (1) legal counsel selected by the majority-in-interest of the Demanding Holders.

“Registration Statement” shall mean any registration statement that covers Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

“Requesting Holders” shall have the meaning given in Section 2.1.5.

“Securities Act” shall mean the Securities Act of 1933, as amended from time to time.

“Series 1 Holders” shall have the meaning given in the Preamble hereto.

“Series 1 Preferred Stock” shall have the meaning given in the Recitals hereto.

“Shelf” shall mean the Form S-1 Shelf, the Form S-3 Shelf or any Subsequent Shelf Registration Statement, as the case may be.

“Shelf Registration” shall mean a registration of securities pursuant to a registration statement filed with the Commission in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).

“Shelf Takedown” shall mean an Underwritten Shelf Takedown or any proposed transfer or sale using a Registration Statement, including a Piggyback Registration.

“SoFi” shall have the meaning given in the Preamble hereto.

“Subsequent Shelf Registration Statement” shall have the meaning given in Section 2.1.2.

“Transfer” shall mean the (a) sale or assignment of, offer to sell, contract or agreement to sell, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).

“Underwriter” shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer’s market-making activities.

“Underwritten Offering” shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

“Underwritten Shelf Takedown” shall have the meaning given in Section 2.1.4.

“Withdrawal Notice” shall have the meaning given in Section 2.1.6.

ARTICLE II

REGISTRATIONS AND OFFERINGS

2.1 Shelf Registration.

2.1.1 Filing. As soon as practicable but no later than forty-five (45) calendar days following the Closing Date, the Company shall submit to or file with the Commission a Registration Statement for a Shelf Registration on Form S-1 (the ***“Form S-1 Shelf”***) or a Registration Statement for a Shelf Registration on Form S-3 (the ***“Form S-3 Shelf”***), if the Company is then eligible to use a Form S-3 Shelf, in each case, covering the resale of all the Registrable Securities (determined as of two (2) business days prior to such submission or filing) on a delayed or continuous basis and shall use its commercially reasonable efforts to have such Shelf declared effective as soon as practicable after the filing thereof, but no later than the earlier of (a) the ninetieth (90th) calendar day following the filing date thereof if the Commission notifies the Company that it will “review” the Registration Statement and (b) the tenth (10th) business day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be “reviewed” or will not be subject to further review. Such Shelf shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. The Company shall maintain a Shelf in accordance with the terms hereof, and shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements as may be necessary to keep a Shelf continuously effective, available for use to permit the Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. In the event the Company files a Form S-1 Shelf, the Company shall use its commercially reasonable efforts to convert the Form S-1 Shelf (and any Subsequent

Shelf Registration Statement) to a Form S-3 Shelf as soon as practicable after the Company is eligible to use Form S-3. The Company's obligation under this Section 2.1.1, shall, for the avoidance of doubt, be subject to Section 3.4.

2.1.2 Subsequent Shelf Registration. If any Shelf ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, the Company shall, subject to Section 3.4, use its commercially reasonable efforts to as promptly as is reasonably practicable cause such Shelf to again become effective under the Securities Act (including using its commercially reasonable efforts to obtain the prompt withdrawal of any order suspending the effectiveness of such Shelf), and shall use its commercially reasonable efforts to as promptly as is reasonably practicable amend such Shelf in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf or file an additional registration statement as a Shelf Registration (a "***Subsequent Shelf Registration Statement***") registering the resale of all Registrable Securities (determined as of two (2) business days prior to such filing). If a Subsequent Shelf Registration Statement is filed, the Company shall use its commercially reasonable efforts to (i) cause such Subsequent Shelf Registration Statement to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that the Subsequent Shelf Registration Statement shall be an automatic shelf registration statement (as defined in Rule 405 promulgated under the Securities Act) if the Company is a well-known seasoned issuer (as defined in Rule 405 promulgated under the Securities Act) at the most recent applicable eligibility determination date) and (ii) keep such Subsequent Shelf Registration Statement continuously effective, available for use to permit the Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. Any such Subsequent Shelf Registration Statement shall be on Form S-3 to the extent that the Company is eligible to use such form. Otherwise, such Subsequent Shelf Registration Statement shall be on another appropriate form. The Company's obligation under this Section 2.1.2, shall, for the avoidance of doubt, be subject to Section 3.4.

2.1.3 Additional Registrable Securities. Subject to Section 3.4, in the event that any Holder holds Registrable Securities that are not registered for resale on a delayed or continuous basis, the Company, upon written request of a Series 1 Holder, shall cause the resale of such Registrable Securities to be covered by either, at the Company's option, any then available Shelf (including by means of a post-effective amendment) or by filing a Subsequent Shelf Registration Statement and cause the same to become effective as soon as practicable after such filing and such Shelf or Subsequent Shelf Registration Statement shall be subject to the terms hereof; provided, however, that the Company shall only be required to cause such Registrable Securities to be so covered twice per calendar year for each Series 1 Holder; provided further that prior to making such filing with respect to any written request by a Holder, the Company shall notify the other Holders and provide such other Holders a reasonable opportunity to include additional Registrable Securities held by such other Holders in such filing.

2.1.4 Requests for Underwritten Shelf Takedowns. Subject to Section 3.4, at any time and from time to time when an effective Shelf is on file with the Commission, a Series 1 Holder (any Series 1 Holder being in such case, a "***Demanding Holder***") may request to sell all or any portion of its Registrable Securities in an Underwritten Offering that is registered pursuant to the Shelf (each, an "***Underwritten Shelf Takedown***"); provided that the Company shall only be

obligated to effect an Underwritten Shelf Takedown if such offering shall include Registrable Securities proposed to be sold by the Demanding Holder, either individually or together with other Demanding Holders, with a total offering price reasonably expected to exceed, in the aggregate, \$50million (the “**Minimum Takedown Threshold**”). All requests for Underwritten Shelf Takedowns shall be made by giving written notice to the Company, which shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Shelf Takedown. Subject to Section 2.4.4, the Underwriters for such offering (which shall consist of one or more reputable nationally recognized investment banks) shall be selected by the majority-interest of the Demanding Holders, subject to the Company’s prior approval (which shall not be unreasonably withheld, conditioned or delayed). Any Series 1 Holder may demand not more than (i) one (1) Underwritten Shelf Takedown within any six (6) month period or (ii) two (2) Underwritten Shelf Takedowns pursuant to this Section 2.1.4 in any twelve (12) month period. Notwithstanding anything to the contrary in this Agreement, the Company may affect any Underwritten Offering pursuant to any then effective Registration Statement, including a Form S-3, that is then available for such offering.

2.1.5 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Shelf Takedown, in good faith, advises the Company, the Demanding Holders and the Holders requesting piggy back rights pursuant to this Agreement with respect to such Underwritten Shelf Takedown (the “**Requesting Holders**”) (if any) in writing that the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other shares of Series 1 Preferred Stock or other Redeemable Preferred Stock that the Company desires to sell and all other shares of Series 1 Preferred Stock or other Redeemable Preferred Stock, if any, that have been requested to be sold in such Underwritten Offering pursuant to separate written contractual piggy-back registration rights held by any other stockholders, exceeds the maximum dollar amount or maximum number of shares of Series 1 Preferred Stock or other Redeemable Preferred Stock that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the “**Maximum Number of Securities**”), then the Company shall include in such Underwritten Offering, before including any shares of Series 1 Preferred Stock or other Redeemable Preferred Stock proposed to be sold by Company or by other holders of Series 1 Preferred Stock or other Redeemable Preferred Stock, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities that each Demanding Holder and Requesting Holder (if any) has requested be included in such Underwritten Shelf Takedown and the aggregate number of Registrable Securities that the Demanding Holders and Requesting Holders have requested be included in such Underwritten Shelf Takedown) that can be sold without exceeding the Maximum Number of Securities.

2.1.6 Withdrawal. Prior to the filing of the applicable “red herring” prospectus or prospectus supplement used for marketing such Underwritten Shelf Takedown, any Demanding Holder initiating an Underwritten Shelf Takedown shall have the right to withdraw from such Underwritten Shelf Takedown for any or no reason whatsoever upon written notification (a “**Withdrawal Notice**”) to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Underwritten Shelf Takedown; provided that a Series 1 Holder may elect to have the Company continue an Underwritten Shelf Takedown if the Minimum

Takedown Threshold would still be satisfied by the Registrable Securities proposed to be sold in the Underwritten Shelf Takedown by the Series 1 Holders or any of their respective Permitted Transferees, as applicable. If withdrawn by a Demanding Holder, a Series 1 Holder may elect to continue an Underwritten Shelf Takedown pursuant to the proviso in the immediately preceding sentence and such Underwritten Shelf Takedown shall instead count as an Underwritten Shelf Takedown demanded by such Series 1 Holder for purposes of Section 2.1.4. Following the receipt of any Withdrawal Notice, the Company shall promptly forward such Withdrawal Notice to any other Holders that had elected to participate in such Shelf Takedown and shall not include the Registrable Securities of such withdrawing Demanding Holder in the applicable registration and such Registrable Securities shall continue to be Registrable Securities for all purposes of this Agreement (subject to the other terms and conditions of this Agreement). Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Shelf Takedown prior to its withdrawal under this Section 2.1.6, other than if a Demanding Holder elects to pay such Registration Expenses pursuant to clause (ii) of the second sentence of this Section 2.1.6.

2.2 Piggyback Registration.

2.2.2 Piggyback Rights. Subject to Section 2.4.3, if the Company or any Holder proposes to conduct a registered offering of, or if the Company proposes to file a Registration Statement under the Securities Act with respect to the Registration of, either Registrable Securities or other Redeemable Preferred Stock, or securities or other obligations exercisable or exchangeable for, or convertible into either Registrable Securities or other Redeemable Preferred Stock, for its own account or for the account of stockholders of the Company (or by the Company and by the stockholders of the Company including, without limitation, an Underwritten Shelf Takedown pursuant to Section 2.1), other than a Registration Statement (or any registered offering with respect thereto) (i) filed in connection with any employee stock option or other benefit plan, (ii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iii) for an offering of debt that is convertible into equity securities of the Company, (iv) a dividend reinvestment plan or (v) a Block Trade or (vi) filed in connection with a confidentially marketed public offering by the Company of primary shares, then the Company shall give written notice of such proposed offering to all of the Holders of Registrable Securities as soon as practicable but not less than ten (10) days before the anticipated filing date of such Registration Statement or, in the case of an Underwritten Offering pursuant to a Shelf Registration, the applicable “red herring” prospectus or prospectus supplement used for marketing such offering, which notice shall (A) describe the amount and type of securities to be included in such offering, the proposed filing date, the intended method(s) of distribution, the name of the proposed managing Underwriter or Underwriters, if any, in such offering and to the extent then known a good faith estimate of the proposed minimum offering price, and (B) offer to all of the Holders of Registrable Securities the opportunity to include in such registered offering such number of Registrable Securities as such Holders may request in writing within five (5) days after receipt of such written notice (such registered offering, a **“Piggyback Registration”**). Subject to Section 2.2.3, the Company shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and, if applicable, shall use its commercially reasonable efforts to cause the managing Underwriter or Underwriters of such Piggyback Registration to permit the Registrable Securities requested by the Holders pursuant to this Section 2.2.1 to be included therein on the same terms and conditions as any similar securities

of the Company included in such registered offering and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. The inclusion of any Holder's Registrable Securities in a Piggyback Registration shall be subject to such Holder agreement to enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering.

2.2.3 Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Offering that is to be a Piggyback Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of shares of Series 1 Preferred Stock or other Redeemable Preferred Stock that the Company desires to sell, taken together with (i) the shares of Series 1 Preferred Stock or other Redeemable Preferred Stock, if any, as to which Registration or a registered offering has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which registration has been requested pursuant to **Section Error! Reference source not found.** hereof, and (iii) the shares of Series 1 Preferred Stock or other Redeemable Preferred Stock, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Holders of Registrable Securities hereunder, exceeds the Maximum Number of Securities, then:

(a) if the Registration or registered offering is undertaken for the Company's account, the Company shall include in any such Registration or registered offering (A) first, the shares of Series 1 Preferred Stock or other Redeemable Preferred Stock that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 2.2.1, pro rata, based on the respective number of Registrable Securities that each Holder has requested be included in such Underwritten Offering and the aggregate number of Registrable Securities that the Holders have requested to be included in such Underwritten Offering, which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the shares of Series 1 Preferred Stock or other Redeemable Preferred Stock, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Holders of Registrable Securities hereunder, which can be sold without exceeding the Maximum Number of Securities;

(b) if the Registration or registered offering is pursuant to a demand by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration or registered offering (A) first, the shares of Series 1 Preferred Stock or other Redeemable Preferred Stock, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities, subject to Section 5.7; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 2.2.1, pro rata, based on the respective number of Registrable Securities that each Holder has requested be

included in such Underwritten Offering and the aggregate number of Registrable Securities that the Holders have requested to be included in such Underwritten Offering, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the shares of Series 1 Preferred Stock or other Redeemable Preferred Stock that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), the shares of Series 1 Preferred Stock or other Redeemable Preferred Stock, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Holders of Registrable Securities hereunder, which can be sold without exceeding the Maximum Number of Securities; and

(c) if the Registration or registered offering and Underwritten Shelf Takedown is pursuant to a request by Holder(s) of Registrable Securities pursuant to Section 2.1 hereof, then the Company shall include in any such Registration or registered offering securities in the priority set forth in Section 2.1.5.

2.2.4 Piggyback Registration Withdrawal. Any Holder of Registrable Securities (other than a Demanding Holder, whose right to withdraw from an Underwritten Shelf Takedown, and related obligations, shall be governed by Section 2.1.6) shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration or, in the case of a Piggyback Registration pursuant to a Shelf Registration, the filing of the applicable “red herring” prospectus or prospectus supplement with respect to such Piggyback Registration used for marketing such transaction. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons or entities pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration (which, in no circumstance, shall include a Shelf) at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement (other than Section 2.1.6), the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this Section 2.2.4.

2.2.5 Unlimited Piggyback Registration Rights. For purposes of clarity, subject to Section 2.1.6, any Piggyback Registration effected pursuant to Section Error! Reference source not found. hereof shall not be counted as a demand for an Underwritten Shelf Takedown under Section 2.1.4 hereof.

2.3 Market Stand-off. In connection with any Underwritten Offering of Series 1 Preferred Stock or other Redeemable Preferred Stock (other than a Block Trade) in which a Holder participates, such Holder agrees that it shall not Transfer any shares of Series 1 Preferred Stock or other Redeemable Preferred Stock (other than those included in such offering pursuant to this Agreement), without the prior written consent of the Company, during the ninety (90)-day period (or such shorter time agreed to by the managing Underwriters) beginning on the date of pricing of such offering, except as expressly permitted by such lock-up agreement or in the event the

managing Underwriters otherwise agree by written consent. Each Holder agrees to execute a customary lock-up agreement in favor of the Underwriters to such effect (in each case on substantially the same terms and conditions as all such Holders).

2.4 Block Trades.

2.4.1 Notwithstanding any other provision of this Article II, but subject to Section 3.4, at any time and from time to time when an effective Shelf is on file with the Commission, if a Demanding Holder wishes to engage in an underwritten registered offering not involving a “roadshow,” an offer commonly known as a “block trade” (a “**Block Trade**”), with a total offering price reasonably expected to exceed, in the aggregate, either (x) \$50¹ million or (y) all remaining Registrable Securities held by the Demanding Holder, then such Demanding Holder shall notify the Company of its request to engage in a Block Trade and , subject to Section 3.1.8 or the waiver thereof by such Demanding Holder, the Company shall as expeditiously as possible use its commercially reasonable efforts to facilitate such Block Trade; provided that such Demanding Holder shall use commercially reasonable efforts to work with the Company and any Underwriters prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Block Trade.

2.4.2 Prior to the filing of the applicable “red herring” prospectus or prospectus supplement used in connection with a Block Trade, the Demanding Holders initiating such Block Trade shall have the right to submit a Withdrawal Notice to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Block Trade. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a block trade prior to its withdrawal under this Section 2.4.2.

2.4.3 Notwithstanding anything to the contrary in this Agreement, Section 2.2 shall not apply to a Block Trade initiated by a Demanding Holder pursuant to this Agreement.

2.4.4 The Demanding Holder in a Block Trade shall have the right to select the Underwriters for such Block Trade (which shall consist of one or more reputable nationally recognized investment banks).

2.4.5 A Holder in the aggregate may make unlimited demands in respect of Block Trades pursuant to this Section 2.4. For the avoidance of doubt, any Block Trade effected pursuant to this Section 2.4 shall not be counted as a demand for an Underwritten Shelf Takedown pursuant to Section 2.1.4 hereof.

ARTICLE III

COMPANY PROCEDURES

3.1 General Procedures. In connection with any Shelf and/or Shelf Takedown, the Company shall use its commercially reasonable efforts to effect such Registration to permit the

¹ **Note to Draft:** Amount TBD based on post-Closing market cap and pro forma capitalization table.

sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as possible:

3.1.1 prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities have ceased to be Registrable Securities;

3.1.2 without limiting the provisions set forth in Section 2.1.3, prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by any Holder that holds at least one (1%) percent of the Registrable Securities registered on such Registration Statement or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), any free writing prospectus (as defined in Rule 405 of the Securities Act) and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may request (including any comment letter from the Commission), and all such documents shall be subject to the review and reasonable comment of such counsel who shall, if requested, have a reasonable opportunity to participate in the preparation of such documents in order to facilitate the disposition of the Registrable Securities owned by such Holders. The Company shall not file any such Registration Statement or Prospectus, or any amendment or supplement thereto, to which a majority-in-interest of the Holders of Registrable Securities included in such Registration or their respective counsels shall reasonably object in writing on a timely basis;

3.1.4 prior to any public offering of Registrable Securities, use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request (or provide evidence satisfactory to such Holders that the Registrable Securities are exempt from such registration or qualification) and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable

Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each national securities exchange on which similar securities issued by the Company are then listed and, if no such securities are so listed, use commercially reasonable efforts to cause such Registrable Securities to be listed on the New York Stock Exchange or the nasdaq Stock Market;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 at least five (5) days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus (or such shorter period of time as may be (a) necessary in order to comply with the Securities Act, the Exchange Act, and the rules and regulations promulgated under the Securities Act or Exchange Act, as applicable or (b) advisable in order to reduce the number of days that sales are suspended pursuant to Section 3.4), furnish a copy thereof to each seller of such Registrable Securities or its counsel (excluding any exhibits thereto and any filing made under the Exchange Act that is to be incorporated by reference therein);

3.1.9 as promptly as practicable notify the Holders in writing upon any of the following events: (A) the filing of the Registration Statement, any Prospectus and any amendment or supplement thereto, and, with respect to the Registration Statement or any post-effective amendment thereto, when the same has become effective; (B) any request by the Commission or any other U.S. or state governmental authority for amendments or supplements to the Registration Statement or any Prospectus or for additional information; (C) the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the securities or “blue sky” laws of any jurisdiction or the initiation or threat of any proceeding for such purpose; (D) if at any time the representations and warranties of the Company contained in any underwriting agreement contemplated by Section 3.1.13 below cease to be true and correct in any material respect, provided that notice shall only be required if required to be given to the underwriters pursuant to such underwriting agreement; and (E) at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4;

3.1.10 in the event of an Underwritten Offering, (A) permit representatives of the Holders, the Underwriters or other financial institutions facilitating such Underwritten Offering, if

any, and any attorney, consultant or accountant retained by such Holders or Underwriter to participate, at each such person's or entity's own expense, in the preparation of the Registration Statement, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, financial institution, attorney, consultant or accountant in connection with the Registration, including to enable them to exercise their due diligence responsibility; provided, however, that such representatives, Underwriters or financial institutions agree to confidentiality arrangements in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information and (B) cause the officers, directors and employees of the Company and its subsidiaries (and use its commercially reasonable efforts to cause its auditors) to participate in customary due diligence calls;

3.1.11 obtain a "cold comfort" letter from the Company's independent registered public accountants in the event of an Underwritten Offering, a Block Trade or a sale by a broker, placement agent or sales agent pursuant to such Registration (subject to such broker, placement agent or sales agent providing such certification or representation reasonably requested by the Company's independent registered public accountants and the Company's counsel) in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.12 in the event of an Underwritten Offering, on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the participating Holders, the broker, placement agents or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the participating Holders, broker, placement agent, sales agent or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters;

3.1.13 in an Underwritten Offering, enter into an underwriting agreement in form, scope and substance as is customary in underwritten offerings and in connection therewith, (A) make representations and warranties to the Holders of such Registrable Securities and the Underwriters, if any, with respect to the business of the Company and its subsidiaries, and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope as are customarily made by issuers in underwritten offerings, and, if true, confirm the same if and when requested, (B) include in the underwriting agreement indemnification provisions and procedures substantially to the effect set forth in Article IV hereof with respect to the Underwriters and all parties to be indemnified pursuant to said Article except as otherwise agreed by the majority-in-interest of the participating Holders and (C) deliver such documents and certificates as are reasonably requested by the majority-in-interest of the participating Holders, their counsel and the Underwriters to evidence the continued validity of the representations and warranties made pursuant to sub-clause (A) above and to evidence compliance with any customary conditions contained in the underwriting agreement;

3.1.14 in the event of any Underwritten Offering, a Block Trade or sale by a broker, placement agent or sales agent pursuant to such Registration, enter into and perform its obligations under an underwriting or other purchase or sales agreement, in usual and customary form, with the managing Underwriter or the broker, placement agent or sales agent of such offering or sale;

3.1.15 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule then in effect);

3.1.16 with respect to an Underwritten Offering pursuant to Section 2.1.4, make available senior executives of the Company to participate in meetings with analysts or customary "road show" presentations that may be reasonably requested by the Underwriter in such Underwritten Offering;

3.1.17 cooperate with the participating Holders and the Underwriters, if any, to facilitate the timely preparation and delivery of certificates (if such securities are certificated and which shall not bear any restrictive legends unless required under applicable law) representing securities sold under any Registration Statement, and enable such securities to be in such denominations and registered in such names as such Holders or Underwriters may request and keep available and make available to the Company's transfer agent prior to the effectiveness of such Registration Statement a supply of such certificates (if such securities are certificated);

3.1.18 cooperate with each participating Holder and Underwriter, if any, and their respective counsels in connection with any filings required to be made with FINRA; and

3.1.19 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the participating Holders, consistent with the terms of this Agreement, in connection with such Registration.

Notwithstanding the foregoing, the Company shall not be required to provide any documents or information to an Underwriter, broker, sales agent or placement agent if such Underwriter, broker, sales agent or placement agent has not then been selected as an Underwriter, broker, sales agent or placement agent, as applicable, with respect to the applicable Underwritten Offering or other offering involving a registration.

3.2 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all Underwriters' commissions and discounts, brokerage fees, Underwriter marketing costs, transfer taxes and, other than as set forth in the definition of "Registration Expenses," all fees and expenses of any legal counsel representing the Holders.

3.3 Requirements for Participation in Registration Statement in Offerings. Notwithstanding anything in this Agreement to the contrary, if any Holder does not provide the Company with its requested Holder Information, the Company may exclude such Holder's Registrable Securities from the applicable Registration Statement or Prospectus if the Company determines, based on the advice of counsel, that such information is necessary to effect the

registration and such Holder continues thereafter to withhold such information. No person or entity may participate in any Underwritten Offering or other offering for Series 1 Preferred Stock or other Redeemable Preferred Stock pursuant to a Registration initiated by the Company hereunder unless such person or entity (i) agrees to sell such person's or entity's securities on the basis provided in any underwriting, sales, distribution or placement arrangements approved by the Company and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting or other agreements and other customary documents as may be reasonably required under the terms of such underwriting, sales, distribution or placement arrangements. The exclusion of a Holder's Registrable Securities as a result of this Section 3.3 shall not affect the registration of the other Registrable Securities to be included in such Registration.

3.4 Suspension of Sales; Adverse Disclosure; Restrictions on Registration Rights.

3.4.1 Upon receipt of written notice from the Company that: (a) a Registration Statement or Prospectus contains a Misstatement; or (b) any request by the Commission for any amendment or supplement to any Registration Statement or Prospectus or for additional information or of the occurrence of an event requiring the preparation of a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of the securities covered by such Registration Statement or Prospectus, such Registration Statement or Prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, each of the Holders shall forthwith discontinue disposition of Registrable Securities pursuant to such Registration Statement covering such Registrable Securities until it has received copies of a supplemented or amended Prospectus (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice) or until it is advised in writing by the Company that the use of the Prospectus may be resumed, and, if so directed by the Company, each such Holder will deliver to the Company all copies, other than permanent file copies then in such Holder's possession, of the most recent Prospectus covering such Registrable Securities at the time of receipt of such notice. In the event that a Holder exercises a demand right pursuant to Section 2.1 and the related offering is expected to, or may, occur during a quarterly earnings blackout period of the Company (such blackout periods determined in accordance with the Company's written insider trading compliance program adopted by the Board), the Company and such Holder shall act reasonably and work cooperatively in view of such quarterly earnings blackout period.

3.4.2 Subject to Section 3.4.4, if the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would (a) require the Company to make an Adverse Disclosure or (b) be seriously detrimental to the Company and as a result that it is essential to defer such filing, initial effectiveness or continued use at such time, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time determined in good faith by the Company to be necessary for such purpose; provided, that in the event of an Adverse Disclosure in respect of clause (iii)(B) of the definition thereof, any such delay or suspension shall not in any event exceed 15 days. In the event the Company exercises its rights under this Section 3.4.2, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with

any sale or offer to sell Registrable Securities until such Holder receives written notice from the Company that such sales or offers of Registrable Securities may be resumed, and in each case maintain the confidentiality of such notice and its contents.

3.4.3 (a) During the period starting with the date thirty (30) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date ninety (90) after the effective date of, a Company-initiated Registration and provided that the Company continues to actively employ, in good faith, all reasonable efforts to maintain the effectiveness of the applicable Shelf Registration Statement, the Company may, upon giving prompt written notice of such action to the Holders, delay any other registered offering pursuant to Section 2.1.4 and, (b) during the period starting with the date fifteen (15) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date forty five (45) days after the effective date of, a Company-initiated Registration, and provided that the Company continues to actively employ, in good faith, all reasonable efforts to maintain the effectiveness of the applicable Shelf Registration Statement, the Company may, upon giving prompt written notice of such action to the Holders, delay any other registered offering pursuant to Section.or 2.4.

3.4.4 The right to delay or suspend any filing, initial effectiveness or continued use of a Registration Statement pursuant to Section 3.4.2 or registered offering pursuant to Section 3.4.3 shall be exercised by the Company, in the aggregate, on not more than three occasions or for more than ninety (90)

consecutive calendar days, or more than one hundred and twenty (120) total calendar days in each case during any twelve-month period.

3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings; provided that any documents publicly filed or furnished with the Commission pursuant to the Electronic Data Gathering, Analysis and Retrieval System shall be deemed to have been furnished or delivered to the Holders pursuant to this Section 3.5. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of Series 1 Preferred Stock held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule then in effect). Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

ARTICLE IV

INDEMNIFICATION AND CONTRIBUTION

4.1 Indemnification.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers, directors, partners, members and agents and each person or entity who controls such Holder (within the meaning of the Securities Act), against all losses, claims, damages, liabilities and out-of-pocket expenses (including, without limitation, reasonable outside attorneys' fees and reasonable expenses of investigation) arising out of, resulting from or based upon any untrue or alleged untrue statement of material fact contained in or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information or affidavit so furnished in writing to the Company by such Holder expressly for use therein. The Company shall indemnify the Underwriters, their officers and directors and each person or entity who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish (or cause to be furnished) to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus (the "**Holder Information**") and, to the extent permitted by law, shall indemnify the Company, its directors, officers, partners, members and agents and each person or entity who controls the Company (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and out-of-pocket expenses (including, without limitation, reasonable outside attorneys' fees and reasonable expenses of

investigation) arising out of, resulting from or based upon any untrue or alleged untrue statement of material fact contained or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement is contained in (or not contained in, in the case of an omission) any Holder Information so furnished in writing by or on behalf of such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds actually received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person or entity who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company.

4.1.3 Any person or entity entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's or entity's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party through the forfeiture of substantive rights or defenses) and in no event shall such failure relieve the indemnifying party from any other liability that it may have to such indemnified party, and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Article IV for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation, unless (i) such indemnified party reasonably objects to such assumption on the grounds that there may be defenses available to it which are different from or in addition to the defenses available to such indemnifying party, (ii) the indemnifying party shall have failed within a reasonable period of time to assume such defense or, having assumed such defense, has not conducted the defense of such claim actively and diligently or (iii) the named parties in any such proceeding (including any impleaded parties) include both the indemnified party and the indemnifying party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them, in which case the indemnified party shall be promptly reimbursed by the indemnifying party for the expenses incurred in connection with retaining one separate legal counsel, in addition to any local counsel (for the avoidance of doubt, for all indemnified parties in connection therewith)). If such defense is assumed, (A) the indemnifying party shall keep the indemnified party informed as to the status of such claim at all stages thereof (including all settlement negotiations and offers), promptly submit to such indemnified party copies of all pleadings, responsive pleadings, motions and other similar legal documents and paper received or filed in connection therewith, permit such indemnified party and their respective counsels to confer with the indemnifying party and its counsel with respect to the conduct of the defense thereof, and permit indemnified party and its counsel a reasonable opportunity to review all legal papers to be submitted prior to their submission and (B) the indemnifying party shall not be subject to any liability for any settlement made by the indemnified

party without its consent (but such consent shall not be unreasonably withheld). In any action hereunder as to which the indemnifying party has assumed the defense thereof with counsel satisfactory to the indemnified party, the indemnified party shall continue to be entitled to participate in the defense thereof, with counsel of its own choice, but the indemnifying party shall not be obligated hereunder to reimburse the indemnified party for the costs thereof. No indemnifying party shall, without the prior written consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement includes a statement or admission of fault, culpability or failure to act on the part of such indemnified party or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation that shall be in form and substance satisfactory to such indemnified party.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person or entity of such indemnified party and shall survive the transfer of securities.

4.1.5 If the indemnification provided under Section 4.1 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and out-of-pocket expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and out-of-pocket expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by (or not made by, in the case of an omission), or relates to information supplied by (or not supplied by in the case of an omission), such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this Section 4.1.5 shall be limited to the amount of the net proceeds actually received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or out-of-pocket expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this Section 4.1.5. No person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 4.1.5 from any person or entity who was not guilty of such fraudulent misrepresentation.

4.1.6 The obligations of the parties under this Article IV shall be in addition to any liability which any party may otherwise have to any other party.

ARTICLE V

MISCELLANEOUS

5.1 Notices. Any notice or communication under this Agreement must be in writing and given by (i) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service providing evidence of delivery, or (iii) transmission by hand delivery, electronic mail or facsimile. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery, electronic mail or facsimile, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to: [●], and, if to any Holder, at such Holder's address, electronic mail address or facsimile number as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 5.1.

5.2 Assignment; No Third Party Beneficiaries.

5.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

5.2.2 Subject to Section 5.2.4 and Section 5.2.5, this Agreement and the rights, duties and obligations of a Holder hereunder may be assigned in whole or in part to such Holder's Permitted Transferees; provided, that the rights hereunder that are personal to such Holders may not be assigned or delegated in whole or in part, except that each of the Holders shall be permitted to transfer its rights hereunder as the Holder to one or more affiliates or any direct or indirect partners, members or equity holders of such Holder (it being understood that no such transfer shall reduce any rights of such Holder or such transferees),

5.2.3 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders, which shall include Permitted Transferees.

5.2.4 This Agreement shall not confer any rights or benefits on any persons or entities that are not parties hereto, other than as expressly set forth in this Agreement and Section 5.2.

5.2.5 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 5.1 hereof and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 5.2 shall be null and void.

5.3 Counterparts. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

5.4 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT (1) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AND (2) THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THIS AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN NEW YORK COUNTY IN THE STATE OF NEW YORK

5.5 TRIAL BY JURY. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

5.6 Amendments and Modifications. Upon the written consent of (a) the Company and (b) the Holders of a majority of the total Registrable Securities, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, that any amendment hereto or waiver hereof that adversely affects one Holder, solely in its capacity as a holder of shares of Series 1 Preferred Stock shall require the consent of the Holder so affected. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party. Notwithstanding anything herein to the contrary, any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party.

5.7 Other Registration Rights. Other than as provided in the Warrant Agreement, dated as of April 21, 2020, between the Company and Continental Stock Transfer & Trust Company and the Subscription Agreements, each dated as of [●], 2021, entered into by and between the Company and each of the stockholders of the Company party thereto, the Company represents and warrants that no person or entity, other than a Holder of Registrable Securities, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration Statement filed by the Company for the sale of securities for its own account or for the account of any other person or entity. For so long as at least five percent (5%) of the shares of Series 1 Preferred Stock outstanding as of the date of this Agreement remain outstanding and constitute Registrable Securities, the Company hereby agrees and covenants that it will not grant rights to register any Series 1 Preferred Stock or any other class or series of Redeemable Preferred Stock pursuant to the Securities Act that are more favorable, *pari passu* or senior to those granted to the Holders hereunder without the prior written consent of the Holders of a majority of the total Registrable Securities.

5.8 Term. This Agreement shall terminate, with respect to any Holder, on the date that such Holder no longer holds any Registrable Securities. The provisions of Sections 3.2 and 3.5 and Articles IV and V shall survive any termination.

5.9 Holder Information. Each Holder agrees, if requested in writing, to represent to the Company the total number of Registrable Securities held by such Holder in order for the Company to make determinations hereunder.

5.10 [Reserved].

5.11 Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn

so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

5.12 Specific Performance. Each of the parties acknowledges and agrees that the other parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached or violated. Accordingly, to the fullest extent permitted by law, each of the parties agrees that, without posting bond or other undertaking, the other parties will be entitled to an injunction or injunctions to prevent breaches or violations of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action, claim or suit in addition to any other remedy to which it may be entitled, at law or in equity. Each party further agrees that, in the event of any action for specific performance in respect of such breach or violation, it will not assert that the defense that a remedy at law would be adequate.

5.13 Entire Agreement. This Agreement constitutes the full and entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

[SoFi Technologies, Inc]
a Delaware corporation

By: _____
Name:
Title:

HOLDERS:

QIA FIG Holding LLC

By: _____
Name:
Title:

Silver Lake Partners IV, L.P.

Name: Silver Lake Technology Associates
IV, L.P.
Title: General Partner

Name: SLTA IV (GP), L.L.C.
Title: General Partner

Name: Silver Lake Group, L.L.C.
Title: Managing Member

By: _____
Name:
Title:

**Silver Lake Technology Investors IV
(Delaware II), L.P.**

Name: Silver Lake Technology Associates
IV, L.P.
Title: General Partner

Name: SLTA IV (GP), L.L.C.
Title: General Partner

Name: Silver Lake Group, L.L.C.
Title: Managing Member

By: _____
Name:
Title:

Anthony Noto

Schedule 1

Holders

QIA FIG Holding LLC

Silver Lake Partners IV, L.P.

Silver Lake Technology Investors IV (Delaware II), L.P.

Anthony Noto

SHAREHOLDERS' AGREEMENT

This Shareholders' Agreement (this "Agreement") is made and entered into as of [●], by and among [SoFi Technologies, Inc.] a Delaware corporation (the "Company") (formerly known as Social Capital Hedosophia Holdings Corp. V, a Cayman Islands exempted company limited by shares prior to its domestication as a Delaware corporation), SCH Sponsor V LLC, a Cayman Islands limited liability company (the "Sponsor"), certain former shareholders of Social Finance, Inc., a Delaware corporation ("SoFi") identified on the signature pages hereto (such shareholders, the "SoFi Investors", and together with the Sponsor, the "Investors"). Each of the Investors and the Company are referred to herein as a "party" and collectively as "parties").

RECITALS

WHEREAS, the Company and SoFi entered into that certain Agreement and Plan of Merger, dated as of [●], (as it may be amended or supplemented from time to time, the "Merger Agreement"), by and among the Company, Plutus Merger Sub Inc., a Delaware corporation and a direct wholly owned subsidiary of the Company, and SoFi;

WHEREAS, on the date hereof, pursuant to the Merger Agreement, the SoFi Investors received shares of common stock, par value \$[0.0001] per share (the "Common Stock"), of the Company;

[WHEREAS, on the date hereof, pursuant to the Merger Agreement, certain SoFi Investors received shares of non-voting common stock, par value \$[0.0001] per share (the "Non-Voting Common Stock"), of the Company;]

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement; and

WHEREAS, the parties desire to set forth certain rights and obligations with respect to certain matters, including those relating to the Company's Board of Directors (the "Board").

AGREEMENT

In consideration of the foregoing and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms; Interpretation.

1.1 "Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, its capacity as a sole or managing member or otherwise; provided, that no Investor shall be deemed an Affiliate of the Company or any of its subsidiaries for purposes of this Agreement and neither the Company nor any of its Subsidiaries shall be deemed an Affiliate of any Investor for purposes of this Agreement; provided, further,

that none of the SoftBank Investors shall be deemed an Affiliate of Renren SF Holdings, Inc. for purposes of this Agreement.

1.2 “Affiliated Fund” means an affiliated fund or entity of an Investor, which means with respect to a limited liability company or a limited liability partnership, a fund or entity managed by the same manager or managing member or general partner or management company or by an entity controlling, controlled by, or under common control with such manager or managing member or general partner or management company, or advised by the same investment adviser.

1.3 “Aggregate Repurchase Amount” means two-hundred and fifty million dollars (\$250,000,000).

1.4 “Common Shares” means shares of Common Stock and Non-Voting Common Stock.

1.5 “NYSE” means the New York Stock Exchange.

1.6 “NYSE Listing Standard” means NYSE listing standards, taking into account the specific factors and guidance set forth in Section 303A.02 of the NYSE Listed Company Handbook, including the commentary thereto.

1.7 “Person” means any natural person, sole proprietorship, partnership, trust, unincorporated association, corporation, limited liability company, entity or Governmental Entity.

1.8 “Permitted Sale Shares” means the number of Common Shares sold by the applicable Repurchase Investor in the Bank Charter Repurchase or pursuant to Section 2.3.

1.9 “Pro Rata Share” means, with respect to any Repurchase Investor, the quotient obtained by dividing (i) the number of Common Shares beneficially owned by such Repurchase Investor as of immediately prior to a Covered Repurchase by (ii) the aggregate number of Common Shares beneficially owned by all Repurchase Investors as of immediately prior to a Covered Repurchase, expressed as a percentage.

1.10 “QIA Director Nomination Number” means (a) one (1) QIA Nominee for so long as the QIA Investors beneficially own in the aggregate such number of Common Shares equal to either (i) at least [●]¹ Common Shares (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) *minus* the Permitted Sale Shares or (ii) at least five percent of the issued and outstanding Common Shares and (b) zero (0) QIA Nominees at any time after the QIA Investors beneficially own in the aggregate such number of Common Shares equal to (i) less than [●]² Common Shares (subject to adjustment for stock splits,

¹ **Note to Draft:** To be 50% of the number of Common Shares beneficially owned by the QIA Investors immediately following the Effective Time.

² **Note to Draft:** To be 50% of the number of Common Shares beneficially owned by the QIA Investors immediately following the Effective Time.

reclassifications, combinations, stock dividends and similar adjustments) *minus* the Permitted Sale Shares and (ii) less than five percent of the issued and outstanding Common Shares.

1.11 “QIA Investors” means [QIA FIG Holding LLC] and any Affiliated Fund of the foregoing to whom it has transferred Common Shares.

1.12 “QIA Nominee” means [●], collectively with any Replacement QIA Nominee.

1.13 “Red Crow Director Nomination Number” means (a) one (1) Red Crow Nominee for so long as the Red Crow Investors beneficially own in the aggregate either (i) at least [●]³ Common Shares (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) or (ii) at least five percent of the issued and outstanding Common Shares and (b) zero (0) Red Crow Nominees at any time after the Red Crow Investors beneficially own in the aggregate (i) less than [●]⁴ Common Shares (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) and (ii) less than five percent of the issued and outstanding Common Shares.

1.14 “Red Crow Independent Nominee” means [●], collectively with any Replacement Red Crow Independent Nominee.

1.15 “Red Crow Investors” means, [●] and any Affiliated Fund of the foregoing to whom the foregoing have transferred Common Shares.

1.16 “Red Crow Nominee” means [●], collectively with any Replacement Red Crow Nominee.

1.17 “Repurchase Investors” means the Silver Lake Investors (collectively), the SoftBank Investors (collectively) and the QIA Investors (collectively).

1.18 “Silver Lake Director Nomination Number” means (a) one (1) Silver Lake Nominee for so long as the Silver Lake Investors beneficially own in the aggregate such number of Common Shares equal to either (i) at least [●]⁵ Common Shares (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) *minus* the Permitted Sale Shares or (ii) at least five percent of the issued and outstanding Common Shares and (b) zero (0) Silver Lake Nominees at any time after the Silver Lake Investors beneficially own in the aggregate such number of Common Shares equal to (i) less than [●]⁶ Common Shares (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) *minus* the Permitted Sale Shares and (ii) less than five percent of the issued and outstanding Common Shares.

³ **Note to Draft:** To be 50% of the number of Common Shares beneficially owned by the Red Crow Investors immediately following the Effective Time.

⁴ **Note to Draft:** To be 50% of the number of Common Shares beneficially owned by the Red Crow Investors immediately following the Effective Time.

⁵ **Note to Draft:** To be 50% of the number of Common Shares beneficially owned by the Silver Lake Investors immediately following the Effective Time.

⁶ **Note to Draft:** To be 50% of the number of Common Shares beneficially owned by the Silver Lake Investors immediately following the Effective Time.

1.19 “Silver Lake Investors” means, [collectively, Silver Lake Partners IV, L.P. and Silver Lake Technology Investors IV (Delaware II), L.P.] and any Affiliated Fund of the foregoing to whom the foregoing have transferred Common Shares.

1.20 “Silver Lake Nominee” means [●], collectively with any Replacement Silver Lake Nominee.

1.21 “SoftBank Director Nomination Number” means (a) two (2) SoftBank Nominees for so long as the SoftBank Investors beneficially own in the aggregate such number of Common Shares equal to at least [●]⁷ Common Shares (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) *minus* the Permitted Sale Shares, (b) one (1) SoftBank Nominee for so long as the SoftBank Investors beneficially own in the aggregate such number of Common Shares equal to either (i) at least [●]⁸ Common Shares (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) *minus* the Permitted Sale Shares or (ii) at least five percent of the issued and outstanding Common Shares and (c) zero (0) SoftBank Nominees at any time after the SoftBank Investors beneficially own such number of Common Shares equal to in the aggregate (i) less than [●]⁹ Common Shares (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) *minus* the Permitted Sale Shares and (ii) less than five percent of the issued and outstanding Common Shares.

1.22 “SoftBank Independent Nominee” means [●]¹⁰, collectively with any Replacement SoftBank Independent Nominee.

1.23 “SoftBank Investors” means, collectively, [SoftBank Group Capital Limited and SB Sonic Holdco (UK) Limited] and any Affiliated Fund of the foregoing to whom the foregoing have transferred Common Shares.

1.24 “SoftBank Nominees” means [●] and [●], collectively with any Replacement SoftBank Nominee.

1.25 “SoftBank-OPI Percentage” means, as of a specified time, the quotient obtained by dividing (i) (A) the number of Common Shares beneficially owned by the SoftBank Investors plus (B) the number of Common Shares beneficially owned by Renren SF Holdings Inc. or any of its Affiliates by (ii) the aggregate number of Common Shares issued and outstanding, expressed as a percentage.

1.26 “Sponsor Director Nomination Number” means (a) two (2) Sponsor Independent Nominees for so long the Sponsor Investors beneficially own in the aggregate at least [●]¹¹

⁷ **Note to Draft:** To be 50% of the number of Common Shares beneficially owned by the SoftBank Investors immediately following the Effective Time.

⁸ **Note to Draft:** To be 25% of the number of Common Shares beneficially owned by the SoftBank Investors immediately following the Effective Time.

⁹ **Note to Draft:** To be 25% of the number of Common Shares beneficially owned by the SoftBank Investors immediately following the Effective Time.

¹⁰ **Note to Draft:** To be one of G. Thompson Hutton, Steven Freiberg, Clara Liang or Magdalena Yesil.

¹¹ **Note to Draft:** To be 50% of the number of shares of Common Stock beneficially owned by the Sponsor Investors immediately following the Effective Time.

shares of Common Stock (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments), (b) one (1) Sponsor Independent Nominee for so long as the Sponsor Investors beneficially own in the aggregate either (i) at least [●]¹² shares of Common Stock (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) or (ii) at least five percent of the issued and outstanding shares of Common Stock and (c) zero (0) Sponsor Independent Nominees at any time after the Sponsor Investors beneficially own in the aggregate (i) less than [●]¹³ shares of Common Stock (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) and (ii) less than five percent of the issued and outstanding shares of Common Stock.

1.27 “Sponsor Investors” means the Sponsor and any Affiliated Fund of the Sponsor to whom the Sponsor has transferred shares of Common Stock.

1.28 “Sponsor Independent Nominees” means [●] and [●], collectively with any Replacement Sponsor Independent Nominee.

1.29 The phrase “beneficially owned” shall refer to beneficial ownership as determined under Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended.

2. Certain Repurchases of Common Shares.

2.1 Immediately following the Effective Time and on the same date as the Effective Time, prior to any repurchase of any Common Shares pursuant to Section 2.3, the Company and the SoftBank Investors shall execute and deliver to the other party a counterpart signature page to the Share Repurchase Agreement substantially in the form attached hereto as Exhibit A (“Share Repurchase Agreement”), committing the Company to repurchase, in the aggregate, one hundred and fifty million dollars (\$150,000,000) of Common Shares held by SoftBank Investors, at a price per share equal to ten dollars (\$10) (the “Bank Charter Repurchase”) on the terms, and subject to the conditions, set forth therein.¹⁴

2.2 If, following the completion of any Bank Charter Repurchase, the SoftBank-OPI Percentage is greater than 24.9% (or 14.9%, if the Board of Governors of the Federal Reserve System has provided written notice to the Company that the SoftBank Investors, Renren SF Holdings Inc. and their respective Affiliates, must own or control, collectively, 14.9% or less of the voting power of any class of voting securities of the Company in order for any of the SoftBank Investors, Renren SF Holdings Inc. or their respective Affiliates to not “control” the Company (within the meaning of the Bank Holding Company Act of 1956, as amended)) (the “Specified Regulatory Percentage”), then within [●] Business Days following delivery of a written request from the Company (which request shall be delivered in connection with the Company’s efforts to become a bank holding company (within the meaning of the Bank Holding Company Act of 1956, as amended)), the SoftBank Investors shall cause to be converted into

¹² **Note to Draft:** To be 25% of the number of shares of Common Stock beneficially owned by the Sponsor Investors immediately following the Effective Time.

¹³ **Note to Draft:** To be 25% of the number of shares of Common Stock beneficially owned by the Sponsor Investors immediately following the Effective Time.

¹⁴ **Note to Draft:** Closing of the SPA to be simultaneous with the execution of the SPA.

Non-Voting Common Stock such number of shares of Common Stock beneficially owned by the SoftBank Investors, Renren SF Holdings Inc. or any of their respective Affiliates as may be required such that, immediately following such conversion, the SoftBank Investors, Renren SF Holdings Inc. and their respective Affiliates, would not own or control, or be deemed to own or control, collectively, greater than the Specified Regulatory Percentage of the voting power of any class of voting securities of the Company.

2.3 Available Acquiror Cash Repurchase. If as of the Effective Time, the Available Acquiror Cash exceeds one billion, two-hundred and fifty million dollars (\$1,250,000,000) *minus* the aggregate amount of the net proceeds raised pursuant to that certain common stock purchase agreement, dated December 30, 2020, by and among SoFi and the investors specified therein, in the aggregate (the “Minimum Repurchase Threshold”), then, subject to the Board’s determination, in its sole discretion, to approve the repurchase of Common Shares from shareholders of the Company and applicable laws, from the date that is [10] days after such determination until the earlier of (x) the date that is [180] days following the Effective Time and (y) such time as the Company has effected repurchases of Common Shares with an aggregate purchase price of the Aggregate Repurchase Amount (any such repurchase, a “Covered Repurchase”), subject to applicable Law, the Company shall offer (a “Repurchase Offer”) each Repurchase Investor the opportunity to sell a number of Common Shares in such Covered Repurchase at a price per share equal to ten dollars (\$10) (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) (the “Repurchase Price”) up to a number of shares equal to such Repurchase Investor’s Pro Rata Share of the aggregate number of Common Shares with an aggregate purchase price equal to the Aggregate Repurchase Amount (such number of shares, an “Offered Amount”); provided, that if the SoftBank Investors have sold shares to the Company pursuant to Section 2.1, then prior to a Repurchase Offer being made to the SoftBank Investors, any Repurchase Offer made by the Company shall be made to the QIA Investors (collectively) and the Silver Lake Investors (collectively) for seven [(7)] days, in an aggregate amount of shares of Common Stock (allocated between the QIA Investors and the Silver Lake Investors based on such Repurchase Investors’ Pro Rata Shares calculated solely as between the QIA Investors and the Silver Lake Investors) equal to the number of shares of Common Stock they could have subscribed for pursuant to this Section 2.3 (without regard to this proviso) if a repurchase pursuant to Section 2.1 had not been made *minus* the number of shares of Common Stock they are able to subscribe for following the repurchase pursuant to this Section 2.3 (without regard to this proviso) (a “Catch-Up Offer”). If any Repurchase Investor elects to sell less than its Offered Amount in respect of any Repurchase Offer other than a Catch-Up Offer, each other Repurchase Investor that fully elected to sell its Offered Amount in respect of such Repurchase Offer shall have the right to sell an additional number of Common Shares equal to, with respect to each such Repurchase Investor, the product of (A) the number of Common Shares subject to a Repurchase Offer but not elected to be sold by a Repurchase Investor pursuant to the foregoing sentence multiplied by (B) a fraction, the numerator of which is the number of Common Shares sold by such Repurchase Investor electing to exercise its overallotment right pursuant to this sentence and the denominator of which is the aggregate number of Common Shares sold by all fully-participating Repurchase Investors electing to exercise their overallotment right pursuant to this sentence. The overallotment mechanism contemplated by the preceding sentence shall be repeated until either (1) all

Common Shares subject to a Repurchase Offer have been repurchased by the Company or (2) no Repurchase Investor desires to sell additional Common Shares subject to such Repurchase Offer.

2.4 The Company shall ensure that any Repurchase Offer is made to each of the applicable Repurchase Investors on the same price and terms and use reasonable best efforts to ensure that such Repurchase Offer is made substantially concurrently, and to the extent that more than one Repurchase Investor determines to participate in the applicable Covered Repurchase, that the consummation of such Covered Repurchase as between multiple Repurchase Investors occurs substantially concurrently. The Repurchase Investors shall provide the Company with reasonable cooperation to effect the foregoing. Any Covered Repurchase pursuant to a Repurchase Offer shall be subject to the mutual agreement of the Company and the applicable Repurchase Investors, and shall be effected using customary documentation and terms reasonably acceptable to the Company and the applicable Repurchase Investors (which shall contain terms no less favorable to the Repurchase Investors than the Share Repurchase Agreement).

2.5 For the avoidance of doubt, nothing in this Section 2 shall restrict or impede the Company's ability to repurchase shares of Common Stock pursuant to any equity incentive plan, award agreement or similar compensation arrangements in effect as of the date hereof.

3. **Board Matters.**

3.1 Initial Composition. As of the Effective Time, the size of the Board shall be thirteen (13), comprised as follows: [●], [●], [●], [●], [●], [●], [●], [●], [●], [●], [●], [●] and [●].

3.2 Chairman. As of the Effective Time, G. Thompson Hutton shall be elected as Chairperson of the Board, to serve in such capacity in accordance with the Amended and Restated Bylaws of the Company.

3.3 Independent Nominees.

(a) Independent Nominees.

(i) Sponsor. Until such time as the Sponsor Director Nomination Number is zero (0), then both (A) the Sponsor shall have the right and ability to recommend a number of Sponsor Independent Nominees equal to the Sponsor Director Nomination Number (who shall initially be [●] and [●], as set forth in Section 3.1) and (B) if any Sponsor Independent Nominee (or any Replacement Sponsor Independent Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, the Sponsor shall have the ability to recommend a substitute person in accordance with this Section 3.3(a) (any such replacement nominee shall be referred to as a "Replacement Sponsor Independent Nominee").

(ii) SoftBank Investors. Until such time as the SoftBank Investors beneficially own in the aggregate less than [●]¹⁵ Common Shares (subject to adjustment for stock

¹⁵ **Note to Draft:** To be 50% of the number of Common Shares beneficially owned by SoftBank immediately following the Effective Time.

splits, reclassifications, combinations, stock dividends and similar adjustments) *minus* the Permitted Sale Shares (the “SoftBank Independent Minimum Ownership Threshold”), then both (A) the SoftBank Investors shall have the right and ability to recommend a SoftBank Independent Nominee (who shall initially be [●], as set forth in Section 3.1) and (B) if the SoftBank Independent Nominee (or any Replacement SoftBank Independent Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, the SoftBank Investors shall have the ability to recommend a substitute person in accordance with this Section 3.3 (any such replacement nominee shall be referred to as a “Replacement SoftBank Independent Nominee”).

(iii) Red Crow Investors. Until such time as the Red Crow Investors beneficially own in the aggregate less than [●]¹⁶ Common Shares (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) (the “Red Crow Independent Minimum Ownership Threshold”), then both (A) the Red Crow Investors shall have the right and ability to recommend a Red Crow Independent Nominee (who shall initially be [●], as set forth in Section 3.1) and (B) if the Red Crow Independent Nominee (or any Replacement Red Crow Independent Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, the Red Crow Investors shall have the ability to recommend a substitute person in accordance with this Section 3.3 (any such replacement nominee shall be referred to as a “Replacement Red Crow Independent Nominee”).

(b) Replacement Independent Nominees. Any Replacement Sponsor Independent Nominee, Replacement SoftBank Independent Nominee or Replacement Red Crow Independent Nominees, as the case may be, must (A) qualify as “independent” pursuant to NYSE Listing Standards, (B) satisfy requirements under applicable Law (including that the election of such person would not violate any Applicable Banking Laws as defined in [Section 3.2(h)(iii)] of the Company’s Amended and Restated Bylaws) and, if the Company has any bank or insured depository institution subsidiaries, the requirements under applicable Law with respect to service on the boards of such subsidiaries and (C) be independent of the Sponsor Investors, SoftBank Investors or Red Crow Investors, as applicable. In addition, any Replacement SoftBank Independent Nominee must, solely for the first twelve (12) months following the Effective Time, be one of [●], [●], [●] or [●]¹⁷ (it being understood that if all such individuals are at the applicable time already serving on the Board, the Board shall be entitled to fill the vacancy created by the failure of the SoftBank Independent Nominee to serve in its discretion). The Nominating and Governance Committee of the Company (the “Nominating and Governance Committee”) shall make its determination and recommendation regarding whether such Replacement Sponsor Independent Nominee, Replacement SoftBank Independent Nominee or Replacement Red Crow Independent Nominees, as the case may be, meets the foregoing criteria within fifteen (15) business days after (1) such nominee has submitted to the Company (x) a fully completed copy of the Company’s standard director and officer questionnaire and other reasonable and customary director onboarding documentation (including an authorization form to conduct a background check, a representation agreement, consent to be named as a director in

¹⁶ **Note to Draft:** To be 50% of the number of Common Shares beneficially owned by Red Crow immediately following the Effective Time.

¹⁷ **Note to Draft:** To include the independent members of SoFi’s existing Board.

the Company's proxy statement and certain other agreements) applicable to new directors of the Company and (y) a written representation that such nominee, if elected as a director of the Company, would be in compliance, and will comply, with all applicable Company guidelines and policies and (2) representatives of the Board have conducted customary interview(s) of such nominee, if such interviews are requested by the Board or the Nominating and Governance Committee. The Company shall use its reasonable best efforts to conduct any interview(s) contemplated by this Section 3.3(b) as promptly as reasonably practicable. In the event the Nominating and Governance Committee does not accept a person recommended by the Sponsor as the Replacement Sponsor Independent Nominee, a person recommended by the SoftBank Investors as the Replacement SoftBank Independent Nominee, a person recommended by the Red Crow Investors as the Replacement Red Crow Independent Nominee, as the case may be, the Sponsor, the SoftBank Investors or the Red Crow Investors, as applicable, shall have the right to recommend additional substitute person(s) whose appointment shall be subject to the Nominating and Governance Committee recommending such person in accordance with the procedures described above. Upon the recommendation of a Replacement Sponsor Independent Nominee, Replacement SoftBank Independent Nominee or Replacement Red Crow Independent Nominee, as the case may be, by the Nominating and Governance Committee, the Board shall vote on the appointment of such Replacement Sponsor Independent Nominee, Replacement SoftBank Independent Nominee or Replacement Red Crow Independent Nominee, as the case may be, to the Board promptly after the Nominating and Governance Committee recommendation of such Replacement Sponsor Independent Nominee, Replacement SoftBank Independent Nominee or Replacement Red Crow Independent Nominee, as the case may be; provided, however, that if the Board does not appoint such Replacement Sponsor Independent Nominee, Replacement SoftBank Independent Nominee or Replacement Red Crow Independent Nominee, as the case may be, to the Board pursuant to this Section 3.3(b), the Company and the Sponsor, the SoftBank Investors or the Red Crow Investors, as applicable, shall continue to follow the procedures of this Section 3.3(b) until a Replacement Sponsor Independent Nominee, Replacement SoftBank Independent Nominee or Replacement Red Crow Independent Nominee, as applicable, is elected to the Board.

(c) Company Obligations. The Company agrees:

(i) that until such time as the Sponsor Director Nomination Number is zero (0), and provided that the Sponsor Independent Nominees are able and willing to continue to serve on the Board, the Company will include each applicable Sponsor Independent Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company shareholders at which directors are to be elected;

(ii) that until such time as the SoftBank Investors in the aggregate no longer meet the SoftBank Independent Minimum Ownership Threshold, and provided that the SoftBank Independent Nominee is able and willing to continue to serve on the Board, the Company will include each applicable SoftBank Independent Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company shareholders at which directors are to be elected;

(iii) that until such time as the Red Crow Investors in the aggregate no longer meet the Red Crow Independent Minimum Ownership Threshold, and provided that the

Red Crow Independent Nominee is able and willing to continue to serve on the Board, the Company will include each applicable Red Crow Independent Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company shareholders at which directors are to be elected; and

(iv) to recommend, support and solicit proxies for each such Sponsor Independent Nominees, SoftBank Independent Nominee and Red Crow Independent Nominee, in each such case, in substantially the same manner as it recommends, supports and solicits proxies for any other members of such slate of director nominees.

(d) Certain Investor Obligations.

(i) Each of Sponsor, the SoftBank Investors and the Red Crow Investors, severally and not jointly, agrees and commits solely with the Company (and not any other party) that such party will appear in person or by proxy at any meeting of Company shareholders at which directors are to be elected and vote all shares beneficially owned by such party in favor of each of the nominees on the slate of director nominees nominated by the Company and otherwise in accordance with the Board's recommendation on any other proposal relating to the appointment, election or removal of directors. The obligation for Sponsor to comply with this Section 3.3(d)(i) shall automatically terminate without any further action at such time as the Sponsor Director Nomination Number is zero (0). The obligation for the SoftBank Investors to comply with this Section 3.3(d)(i) shall automatically terminate without any further action at such time as the SoftBank Investors in the aggregate no longer meet the SoftBank Independent Minimum Ownership Threshold. The obligation for the Red Crow Investors to comply with this Section 3.3(d)(i) shall automatically terminate without any further action at such time as the Red Crow Investors in the aggregate no longer meet the Red Crow Independent Minimum Ownership Threshold.

(ii) Each of Sponsor, the SoftBank Investors and the Red Crow Investors, severally and not jointly, agrees and commits solely with the Company (and not any other party) that (x), solely in the case of Sponsor, prior to any Sponsor Independent Nominee (including any Replacement Sponsor Independent Nominee) being appointed to the Board, (y) solely in the case of the SoftBank Investors, prior to any SoftBank Independent Nominee (including any Replacement SoftBank Independent Nominee) being appointed to the Board and (z) solely in the case of the Red Crow Investors, prior to any Red Crow Independent Nominee (including any Replacement Red Crow Independent Nominee) being appointed to the Board, the Sponsor Independent Nominees, the SoftBank Independent Nominee and/or the Red Crow Independent Nominee, as the case may be, shall have submitted to the Board a duly executed irrevocable resignation letter pursuant to which such nominee(s) shall resign from the Board and all applicable committees thereof automatically and effective immediately if Sponsor in the aggregate (solely in the case of the Sponsor Independent Nominees), the SoftBank Investors in the aggregate (solely in the case of the SoftBank Independent Nominee) or the Red Crow Investors in the aggregate (solely in the case of the Red Crow Independent Nominee), fail(s) to have the right to nominate such nominee(s) to the Board. Sponsor shall promptly (and in any event within five (5) business days) provide written notice to the Company if the Sponsor Director Nomination Number is reduced to one (1) or reduced to zero (0) at any time. The SoftBank Investors shall promptly (and in any event within five (5) business days) provide

written notice to the Company if the SoftBank Investors, in the aggregate, fail to satisfy the SoftBank Independent Minimum Ownership Threshold at any time. The Red Crow Investors shall promptly (and in any event within five (5) business days) provide written notice to the Company if the Red Crow Director Nomination Number is zero (0) at any time.

3.4 Other Nominees.

(a) Other Nominees.

(i) SoftBank Investors. Until such time as the SoftBank Director Nomination Number is zero (0), then both (A) the SoftBank Investors shall have the right and ability to recommend a number of SoftBank Nominees equal to the SoftBank Director Nomination Number (who shall initially be [●] and [●], as set forth in Section 3.1) and (B) if any SoftBank Nominee (or any Replacement SoftBank Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, SoftBank shall have the ability to recommend a substitute person in accordance with this Section 3.4 (any such replacement nominee shall be referred to as a “Replacement SoftBank Nominee”).

(ii) Silver Lake Investors. Until such time as the Silver Lake Director Nomination Number is zero (0), then both (A) the Silver Lake Investors shall have the right and ability to recommend a Silver Lake Nominee (who shall initially be [●], as set forth in Section 3.1) and (B) if the Silver Lake Nominee (or any Replacement Silver Lake Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, the Silver Lake Investors shall have the ability to recommend a substitute person in accordance with this Section 3.4 (any such replacement nominee shall be referred to as a “Replacement Silver Lake Nominee”).

(iii) QIA Investors Until such time as the QIA Director Nomination Number is zero (0), then both (A) the QIA Investors shall have the right and ability to recommend a QIA Nominee (who shall initially be [●], as set forth in Section 3.1) and (B) if the QIA Nominee (or any Replacement QIA Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, the QIA Investors shall have the ability to recommend a substitute person in accordance with this Section 3.4 (any such replacement nominee shall be referred to as a “Replacement QIA Nominee”).

(iv) Red Crow Investors. Until such time as the Red Crow Director Nomination Number is zero (0), then both (A) the Red Crow Investors shall have the right and ability to recommend a Red Crow Nominee (who shall initially be [●], as set forth in Section 3.1) and (B) if the Red Crow Nominee (or any Replacement Red Crow Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, the Red Crow Investors shall have the ability to recommend a substitute person in accordance with this Section 3.4 (any such replacement nominee shall be referred to as a “Replacement Red Crow Nominee”).

(b) Replacement Nominees.

(i) Any Replacement SoftBank Nominee, Replacement Silver Lake Nominee, Replacement QIA Nominee or Replacement Red Crow Nominees, as the case may be, must satisfy requirements under applicable Law (including that the election of such person would not violate any Applicable Banking Laws as defined in [Section 3.2(h)(iii)] of the Company's Amended and Restated Bylaws). The Nominating and Governance Committee of the Company shall make its determination and recommendation regarding whether such Replacement SoftBank Nominee, Replacement Silver Lake Nominee, Replacement QIA Nominee or Replacement Red Crow Nominee, as the case may be, meets the foregoing criteria within fifteen (15) business days after such nominee has submitted to the Company (x) a fully completed copy of the Company's standard director and officer questionnaire and other reasonable and customary director onboarding documentation (including an authorization form to conduct a background check, a representation agreement, consent to be named as a director in the Company's proxy statement and certain other agreements) applicable to new directors of the Company and (y) a written representation that such nominee, if elected as a director of the Company, would be in compliance, and will comply, with all applicable Company guidelines and policies. If the Nominating and Governance Committee determines that such person meets such criteria, the Board shall vote to elect such person to the Board promptly following the Nominating and Governance Committee's determination. In the event the Nominating and Governance Committee determines that such person does not meet such criteria, the SoftBank Investors, the Silver Lake Investors, the QIA Investors or the Red Crow Investors, as applicable, shall have the right to recommend additional substitute person(s) whose appointment shall be subject to the Nominating and Governance Committee recommending such person in accordance with the procedures described above.

(ii) If the Company has any bank or insured depository institution subsidiaries, and such Replacement SoftBank Nominee, Replacement Silver Lake Nominee, Replacement QIA Nominee or Replacement Red Crow Nominee, as the case may be, would serve as a director of such insured depository institution subsidiary, then such Replacement SoftBank Nominee, Replacement Silver Lake Nominee, Replacement QIA Nominee or Replacement Red Crow Nominee, as the case may be, must meet the requirements under applicable Law (including that the election of such person would not violate any Applicable Banking Laws as defined in [Section 3.2(h)(iii)] of the Company's Amended and Restated Bylaws) with respect to service on the boards of such subsidiaries. For the avoidance of doubt, the failure of any Replacement SoftBank Nominee, Replacement Silver Lake Nominee, Replacement QIA Nominee or Replacement Red Crow Nominee, as the case may be, to meet the requirements for serving as a director of an insured depository institution subsidiary of the Company shall not disqualify such person from serving as a director of the Company.

(iii) If the eligibility of the Replacement QIA Nominee or a Replacement SoftBank Nominee to serve on the Board or the board of directors of any insured depository institution subsidiary of the Company would depend on obtaining a waiver of citizenship, residency or other requirements as to which waivers may be granted, then the Company agrees to seek such waiver (or cause its subsidiary insured depository institution subsidiary to seek such waiver) with respect to the Replacement QIA Nominee or a Replacement SoftBank Nominee, as applicable.

(c) Company Obligations. The Company agrees:

(i) that until such time as the SoftBank Director Nomination Number is zero (0), and provided that the SoftBank Nominees are able and willing to continue to serve on the Board, the Company will include each applicable SoftBank Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company shareholders at which directors are to be elected;

(ii) until such time that the Silver Lake Director Nomination Number is zero (0), and provided that the Silver Lake Nominee is able and willing to continue to serve on the Board, the Company will include the Silver Lake Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company shareholders at which directors are to be elected;

(iii) that until such time that the QIA Director Nomination Number is zero (0), and provided that the QIA Nominee is able and willing to continue to serve on the Board, the Company will include the QIA Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company shareholders at which directors are to be elected;

(iv) that until such time that the Red Crow Director Nomination Number is zero (0), and provided that the Red Crow Nominee is able and willing to continue to serve on the Board, the Company will include the Red Crow Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company shareholders at which directors are to be elected; and

(v) to recommend, support and solicit proxies for each such SoftBank Nominees, Silver Lake Nominee, QIA Nominee and Red Crow Nominee, in each such case, in substantially the same manner as it recommends, supports and solicits proxies for any other members of such slate of director nominees.

(d) Certain Investor Obligations.

(i) Each of the SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors, severally and not jointly, agrees and commits solely with the Company (and not any other party) that such party will appear in person or by proxy at any meeting of Company shareholders at which directors are to be elected and vote all shares beneficially owned by such party in favor of each of the nominees on the slate of director nominees nominated by the Company and otherwise in accordance with the Board's recommendation on any other proposal relating to the appointment, election or removal of directors. The obligation for the SoftBank Investors to comply with this Section 3.4(d)(i) shall automatically terminate without any further action at such time as the SoftBank Director Nomination Number is zero (0). The obligation for the Silver Lake Investors to comply with this Section 3.4(d)(i) shall automatically terminate without any further action at such time as the Silver Lake Director Nomination Number is zero (0). The obligation for the QIA Investors to comply with this Section 3.4(d)(i) shall automatically terminate without any further action at such time as the QIA Director Nomination Number is zero (0). The obligation for the Red Crow Investors to comply with this Section 3.4(d)(i) shall automatically terminate without any further action at such time as the Red Crow Director Nomination Number is zero (0).

(ii) Each of the SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors, severally and not jointly, agrees and commits solely with the Company (and not any other party) that (w) solely in the case of the SoftBank Investors, prior to any SoftBank Nominees (including any Replacement SoftBank Nominees) being appointed to the Board, (x) solely in the case of the Silver Lake Investors, prior to any Silver Lake Nominee (including any Replacement Silver Lake Nominee) being appointed to the Board, (y) solely in the case of the QIA Investors, prior to any QIA Nominee (including any Replacement QIA Nominee) being appointed to the Board and (z) solely in the case of the Red Crow Investors, prior to any Red Crow Nominee (including any Replacement Red Crow Nominee) being appointed to the Board, the SoftBank Nominees, the Silver Lake Nominee, the QIA Nominee and/or the Red Crow Nominee, as the case may be, shall have submitted to the Board a duly executed irrevocable resignation letter pursuant to which such nominee(s) shall resign from the Board and all applicable committees thereof automatically and effective immediately if the SoftBank Investors in the aggregate (solely in the case of the SoftBank Nominees), the Silver Lake Investors in the aggregate (solely in the case of the Silver Lake Nominee), the QIA Investors in the aggregate (solely in the case of the QIA Nominee) or the Red Crow Investors in the aggregate (solely in the case of the Red Crow Nominee), fail(s) to have the right to nominate such nominee(s) to the Board. The SoftBank Investors shall promptly (and in any event within five (5) business days) provide written notice to the Company if the SoftBank Director Nomination Number is reduced to one (1) or reduced to zero (0) at any time. The Silver Lake Investors shall promptly (and in any event within five (5) business days) provide written notice to the Company if the Silver Lake Director Nomination Number is reduced to zero (0) at any time. The QIA Investors shall promptly (and in any event within five (5) business days) provide written notice to the Company if the QIA Director Nomination Number is reduced to zero (0) at any time. The Red Crow Investors shall promptly (and in any event within five (5) business days) provide written notice to the Company if the Red Crow Director Nomination Number is reduced to zero (0) at any time.

(iii) The SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors agree to vote in favor of a requirement that a “say-on-pay” stockholder vote be conducted on an annual basis at each meeting of the stockholders where the stockholders are entitled to vote on such matter. The obligation for the SoftBank Investors to comply with this Section 3.4(d)(iii) shall automatically terminate without any further action at such time as the SoftBank Director Nomination Number is zero (0). The obligation for the Silver Lake Investors to comply with this Section 3.4(d)(iii) shall automatically terminate without any further action at such time as the Silver Lake Director Nomination Number is zero (0). The obligation for the QIA Investors to comply with this Section 3.4(d)(iii) shall automatically terminate without any further action at such time as the QIA Director Nomination Number is zero (0). The obligation for the Red Crow Investors to comply with this Section 3.4(d)(iii) shall automatically terminate without any further action at such time as the Red Crow Director Nomination Number is zero (0).

3.5 Committees; Corporate Governance.

(a) The Board shall promptly establish customary committees including an Audit Committee, a Nominating and Governance Committee a Compensation Committee and a Risk Committee.

(b) Subject to applicable law and qualification of the applicable designees as “independent” pursuant to the NYSE Listing Standards (including any heightened independence requirements for service on specific committees), for so long as the SoftBank Director Nomination Number is two (2), the SoftBank Investors shall be entitled to designate one member of each of two standing committees of the Board (as determined by the SoftBank Investors) and for so long as the SoftBank Director Nomination Number is one (1), the SoftBank Investors shall be entitled to designate one member of one standing committee of the Board (as determined by the SoftBank Investors). For so long as a SoftBank Nominee or SoftBank Independent Nominee serves on the Nominating and Governance Committee, the Compensation Committee or the Audit Committee, any such Committee not have fewer than four (4) members.

(c) Subject to applicable law and qualification of the applicable designee as “independent” pursuant to the NYSE Listing Standards (including any heightened independence requirements for service on specific committees), for so long as the Red Crow Investors are entitled to nominate both a Red Crow Nominee and a Red Crow Independent Nominee, the Red Crow Investors shall be entitled to designate one member of each of two standing committees of the Board (as determined by the Red Crow Investors) and for so long as the Red Crow Investors are entitled to nominate either a Red Crow Nominee or a Red Crow Independent Nominee, the Red Crow Investors shall be entitled to designate one member of one standing committee of the Board (as determined by the Red Crow Investors).

(d) Subject to applicable law and qualification as “independent” pursuant to the NYSE Listing Standards (including any heightened independence requirements for service on specific committees), for so long as the Silver Lake Investors are entitled to nominate a Silver Lake Nominee, the Silver Lake Investors shall be entitled to designate one member of one standing committee of the Board (as determined by the Silver Lake Investors).

3.6 Reimbursement of Expenses. The Company shall reimburse the directors for all reasonable out-of-pocket expenses incurred in connection with their participation in and/or attendance at, meetings of the Board and any committees thereof, including commercial air travel, lodging and meal expenses.

3.7 Indemnification. For so long as any Sponsor Independent Nominee, SoftBank Nominee, SoftBank Independent Nominee, Silver Lake Nominee, QIA Nominee, Red Crow Nominee or Red Crow Independent Nominee, in each case, serves as a director of the Company, (i) the Company shall provide such nominee with the same expense reimbursement, benefits, indemnity, exculpation and other arrangements provided to any of the other directors of the Company and (ii) the Company shall not amend, alter or repeal any right to expense reimbursement, indemnification or exculpation covering or benefiting any such nominee (except to the extent such amendment or alteration permits the Company to provide broader expense reimbursement, indemnification or exculpation rights than permitted prior thereto).

3.8 Other Business Opportunities.

(a) The parties expressly acknowledge and agree that to the fullest extent permitted by applicable law: (i) each of the Sponsor, the SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors (including (A) their respective

Affiliates, (B) any portfolio company in which they or any of their respective Affiliates or investment fund Affiliates have made a debt or equity investment (and vice versa) or (C) any of their respective limited partners, non-managing members or other similar direct or indirect investors) and the director nominees of the foregoing has the right to, and shall have no duty (fiduciary, contractual or otherwise) not to, directly or indirectly engage in and possess interests in other business ventures of every type and description, including those engaged in the same or similar business activities or lines of business as the Company or any of its subsidiaries or deemed to be competing with the Company or any of its subsidiaries, on its own account, or in partnership with, or as an employee, officer, director or shareholder of any other Person, with no obligation to offer to the Company or any of its subsidiaries, or any other Investor or holder of capital stock of the Company the right to participate therein; (ii) each of the Sponsor, the SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors (including (A) their respective Affiliates, (B) any portfolio company in which they or any of their respective Affiliates or investment fund Affiliates have made a debt or equity investment (and vice versa) or (C) any of their respective limited partners, non-managing members or other similar direct or indirect investors) and the director nominees of the foregoing may invest in, or provide services to, any Person that directly or indirectly competes with the Company or any of its subsidiaries; and (iii) in the event that any of the Sponsor, the SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors (including (A) their respective Affiliates, (B) any portfolio company in which they or any of their respective Affiliates or investment fund Affiliates have made a debt or equity investment (and vice versa) or (C) any of their respective limited partners, non-managing members or other similar direct or indirect investors) or any director nominee of the foregoing, respectively, acquires knowledge of a potential transaction or matter that may be a corporate or other business opportunity for the Company or any of its subsidiaries, such Person shall have no duty (fiduciary, contractual or otherwise) to communicate or present such corporate opportunity to the Company or any of its subsidiaries or any other Investor or holder of capital stock of the Company, as the case may be, and shall not be liable to the Company or any of its subsidiaries or any other Investor or holder of capital stock of the Company (or its respective Affiliates) for breach of any duty (fiduciary, contractual or otherwise) by reason of the fact that such Person, directly or indirectly, pursues or acquires such opportunity for itself, directs such opportunity to another Person or does not present such opportunity to the Company or any of its subsidiaries or any other Investor or holder of capital stock of the Company (or its respective Affiliates). For the avoidance of doubt, the parties acknowledge that, subject to Section 3.8(c), this Section 3.8(a) is intended to disclaim and renounce, to the fullest extent permitted by applicable law, any right of the Company or any of its subsidiaries with respect to the opportunities expressly disclaimed by this Section 3.8(a), and this Section 3.8(a) shall be construed to effect such disclaimer and renunciation to the fullest extent permitted by law.

(b) Each of the parties hereto agrees that the waivers, limitations, acknowledgments and agreements set forth in this Section 3.8 shall not apply to any alleged claim or cause of action against any of the Sponsor, the SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors based upon the breach or nonperformance by such Person of this Agreement or any other agreement to which such Person is a party.

(c) Notwithstanding anything to the contrary in this Section 3.8, this Section 3.8 shall not apply to any potential transaction or matter that may be a corporate or other business opportunity for the Company or any of its subsidiaries presented in writing to any Sponsor Independent Nominee, SoftBank Nominee, SofBank Independent Nominee, Silver Lake Nominee, QIA Nominee, Red Crow Nominee or Red Crow Independent Nominee expressly in each such Person's capacity as a director or employee of the Company or any of its subsidiaries (and not in any other capacity).

4. **Company Representations and Warranties.** The Company represents and warrants to each Investor that: (a) the Company has all requisite corporate power and authority to (i) execute and deliver this Agreement and the Share Repurchase Agreement, and (ii) consummate the transactions contemplated hereby and thereby and perform all obligations to be performed by it hereunder and thereunder; (b) the execution and delivery of this Agreement, the Share Repurchase Agreement and the consummation of the transactions contemplated hereby and thereby have been (i) duly and validly authorized and approved by the Board and (ii) determined by the Board as advisable to the Company and its stockholders; (c) no other corporate proceeding on the part of the Company is necessary to authorize this Agreement, the Share Repurchase Agreement and the transaction contemplated hereby and thereby; and (d) this Agreement has been duly and validly executed and delivered by the Company, and this Agreement constitutes, assuming the due authorization, execution and delivery by the other parties hereto, a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

5. **Miscellaneous.**

5.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and supersedes any and all other written or oral agreements relating to the subject matter hereof existing between the parties hereto.

5.2 **Successors and Assigns; Third Party Beneficiaries.** Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors, assigns and legal representatives of the parties; provided, that no party may assign its respective rights or delegate its respective obligations under this Agreement without the prior written consent of the other parties, and any assignment in contravention hereof shall be null and void; provided, that any Investor may assign any of its rights and obligations hereunder to an Affiliated Fund without the consent of the other parties, but no such assignment will relieve such Investor of its obligations hereunder; provided, further, that subject to Section 5.3, the Company may assign its rights and obligations hereunder without the consent of the other parties in connection with a merger, consolidation, business combination or other extraordinary transaction. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors, assigns and legal representatives any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

5.3 **Termination.** This Agreement shall terminate upon the mutual written agreement of all of the parties, or, if earlier, upon the direct or indirect Change of Control of the Company, including as a result of a merger, consolidation, business combination or other extraordinary transaction. A “Change of Control” shall mean a transaction in which the common equity holders of the Company or the ultimate parent of the Company immediately prior to such transaction own less than a majority of the outstanding common equity or voting securities of the surviving entity or ultimate parent of the surviving entity in such transaction as of immediately following such transaction. The obligations of any Investor pursuant to Article 2 shall automatically terminate at such time as such Investor is no longer entitled to nominate a director to the Board. Notwithstanding anything to the contrary in this Agreement, each of Section 3.6, Section 3.7 and Section 3.8 shall survive termination of this Agreement and each of the parties shall be entitled to enforce such provisions notwithstanding the termination of this Agreement.

5.4 **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of each of the parties hereto. No waiver or failure to insist on strict compliance with any term of this Agreement shall operate as a waiver of any subsequent or other failure of compliance.

5.5 **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier (upon customary confirmation of receipt) or sent by email (upon non-automated confirmation of receipt), or upon delivery thereof after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified only at such party’s address or email address as set forth on the signature page hereto, or as subsequently modified by written notice.

5.6 **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of this Agreement shall be interpreted as if such provision were so excluded and (c) the balance of this Agreement shall be enforceable in accordance with its terms.

5.7 **Expenses.** Except as provided in Sections 3.6 and/or 3.7, each party hereto shall bear its own costs and expenses (including attorneys’ fees) incurred in connection with this Agreement and the transactions contemplated hereby.

5.8 **Governing Law; Jurisdiction.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the Court of Chancery of the State of Delaware (or, to the extent such court does not have subject matter jurisdiction, the other state courts of the State of Delaware) and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the Court of Chancery of the State of Delaware (or, to the extent such court does not

have subject matter jurisdiction, the other state courts of the State of Delaware) or the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

5.9 **Waiver of Jury Trial.** EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

5.10 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Headings, Titles and Subtitles. The headings, titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

[Signature Pages Follow]

The parties have executed this Shareholders' Agreement as of the date first written above.

[SOFI TECHNOLOGIES, INC.]

By: _____
(Signature)

Name:

Title:

Address:

234 1st Street

San Francisco, CA 94105

Email: clapointe@sofi.org

with a copy (which shall not constitute notice) to:

Social Finance, Inc.

10701 Parkridge Blvd, Suite 120

Reston, VA 20191

Attention: Robert S. Lavet, General Counsel

Email: rlavet@sofi.org

Wachtell, Lipton, Rosen & Katz

51 West 52nd Street

New York, NY 10019

Attention: Raaj S. Narayan

Email: RSNarayan@wlrk.com

SIGNATURE PAGE TO THE SHAREHOLDERS' AGREEMENT OF [SOFI TECHNOLOGIES, INC.]

The parties have executed this Shareholders' Agreement as of the date first written above.

[INVESTOR]:

By: _____
(Signature)

Name: _____

Title: _____

Address:

Email:

**SIGNATURE PAGE TO THE SHAREHOLDERS' AGREEMENT OF [SOFI
TECHNOLOGIES, INC.]**

EXHIBIT A
SHARE REPURCHASE AGREEMENT

**SIGNATURE PAGE TO THE SHAREHOLDERS' AGREEMENT OF [SOFI
TECHNOLOGIES, INC.]**

FORM OF LOCK-UP AGREEMENT

THIS LOCK-UP AGREEMENT (this “**Agreement**”) is made and entered into as of [●], by and between [SoFi Technologies, Inc.], a Delaware corporation (the “**Company**”) (formerly known as Social Capital Hedosophia Holdings Corp. V, a Cayman Islands exempted company limited by shares prior to its domestication as a Delaware corporation), and each of SCH Sponsor V LLC, a Cayman Islands limited liability company (“**Sponsor**”), the Persons set forth on Schedule 1 hereto (the “**Sponsor Key Holders**”) and certain stockholders of Social Finance, Inc., a Delaware corporation (“**SoFi**”) set forth on Schedule 2 hereto (such stockholders, the “**SoFi Holders**”). The Sponsor, the Sponsor Key Holders, the SoFi Holders and any Person who hereafter becomes a party to this Agreement pursuant to Section 2 are referred to herein, individually, as a “**Holder**” and, collectively, as the “**Holders**.”

WHEREAS, capitalized terms used but not otherwise defined in this Agreement have the meaning ascribed to such terms in the Agreement and Plan of Merger, dated as of January 7, 2021, by and among the Company, Plutus Merger Sub Inc., and SoFi (as it may be amended or supplemented from time to time, the “**Merger Agreement**”).

WHEREAS, in connection with transactions contemplated by the Merger Agreement, and in view of the valuable consideration to be received by the parties thereunder, the Company and each of the Holders desire to enter into this Agreement, pursuant to which the Holders’ Lock-Up Shares shall become subject to limitations on Transfer as set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above, which are incorporated in this Agreement as if fully set forth below, and intending to be legally bound hereby, the Company hereby agrees with each of the Holders as follows:

1. **Definitions.** The terms defined in this Section 1 shall, for all purposes of this Agreement, have the respective meanings set forth below:

(a) “**Lock-Up Period**” shall mean the period beginning on the Closing Date and ending on the earlier of (i) the date that is 180 days after the Closing Date and (ii) (A) for 33% of the Lock-up Shares held by the Holders and their respective Permitted Transferees, the date on which the last reported sale price of Acquiror Common Stock equals or exceeds \$12.50 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any twenty (20) trading days within any thirty (30)-trading day period commencing at least thirty (30) days after the Closing Date and (B) for an additional 50% of the Lock-Up Shares held by the Holders and their respective Permitted Transferees (*i.e.*, clauses (A) plus (B) totaling an aggregate of 83% of the Lock-Up Shares held by the Holders and their respective Permitted Transferees), the date on which the last reported sale price of Acquiror Common Stock equals or exceeds \$15.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any twenty (20) trading days within any thirty (30)-trading day period commencing at least thirty (30) days after the Closing Date. For the avoidance of doubt, the Lock-up Period for any Lock-up Shares for which the Lock-up Period has not ended on the date that is 180 days after the Closing Date shall end on such 180th day after the Closing Date.

(b) “**Lock-Up Shares**” shall mean with respect to (i) Sponsor, the Sponsor Key Holders and their respective Permitted Transferees, the shares of Acquiror Common Stock held by the such Person immediately following the Closing (other than the PIPE Shares or shares of Acquiror Common Stock acquired in the public market) and (ii) the SoFi Holders and their respective Permitted Transferees, (A) the shares of Acquiror Common Stock held by such Person immediately following the Closing (other than the PIPE Shares or shares of Acquiror Common Stock acquired in the public market) and (B) shares of Acquiror Common Stock issued to directors and officers of the Company upon settlement or exercise of restricted stock units, stock options or other equity awards outstanding as of immediately following the Closing in respect of awards of SoFi outstanding immediately prior to the Closing.

(c) “**Permitted Transferee**” shall mean any Person to whom a Holder is permitted to transfer Lock-Up Shares prior to the expiration of the Lock-Up Period pursuant to Section 2(b).

(d) “**PIPE Shares**” shall means shares of Acquiror Common Stock purchased in the PIPE Investment.

(e) “**Transfer**” shall mean the (i) sale or assignment of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security, (ii) entry into any swap or other arrangement that transfers to another Person, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) public announcement of any intention to effect any transaction specified in clause (i) or (ii). A “Transfer” does not include the conversion of shares of Acquiror Common Stock into shares of Non-Voting Common Stock, par value \$0.0001, of the Company or the conversion of shares of Non-Voting Common Stock into shares of Common Stock; provided that any shares of Non-Voting Common Stock or Common Stock into which any Lock-Up Shares are converted shall continue to be Lock-Up Shares for the duration of the Lock-Up Period.

2. Lock-Up Provisions.

(a) Subject to Section 2(b), each Holder agrees that it shall not Transfer any Lock-Up Shares until the end of the applicable Lock-Up Period with respect to such Lock-Up Shares:

(b) Notwithstanding the provisions set forth in Section 2(a), each Holder or its respective Permitted Transferees may Transfer the Lock-Up Shares during the Lock-Up Period (i) to (A) the Company’s officers or directors, (B) any affiliates or family members of the Company’s officers or directors, (C) any direct or indirect partners, members or equity holders of the Sponsor or Sponsor Key Holders or any related investment funds or vehicles controlled or managed by such Persons or their respective affiliates, or (D) the SoFi Holders or any direct or indirect partners, members or equity holders of the SoFi Holders, any affiliates of the SoFi Holders or any related investment funds or vehicles controlled or managed by such persons or

entities or their respective affiliates; (ii) in the case of an individual, by gift to a member of the individual's immediate family or to a trust, the beneficiary of which is a member of the individual's immediate family or an affiliate of such person or entity, or to a charitable organization; (iii) in the case of an individual, by virtue of laws of descent and distribution upon death of the individual; (iv) in the case of an individual, pursuant to a qualified domestic relations order, divorce settlement, divorce decree or separation agreement; (v) to a nominee or custodian of a Person to whom a Transfer would be permitted under clauses (i) through (iv) above; (vi) to the partners, members or equity holders of such Holder by virtue of the Sponsor's certificate of incorporation or bylaws, as amended; (vii) in connection with any bona fide mortgage, encumbrance or pledge to a financial institution in connection with any bona fide loan or debt transaction or enforcement thereunder, including foreclosure thereof; (viii) to the Company; (ix) the exercise of stock options, including through a "net" or "cashless" exercise, or receipt of shares upon vesting of restricted stock units granted pursuant to an equity incentive plan; (x) forfeitures of shares of Acquiror Common Stock to satisfy tax withholding requirements upon the vesting of equity-based awards granted pursuant to an equity incentive plan; (xi) in connection with a liquidation, merger, stock exchange, reorganization, tender offer approved by the Board of Directors of the Company or a duly authorized committee thereof or other similar transaction which results in all of the Company's stockholders having the right to exchange their shares Common Stock for cash, securities or other property subsequent to the Closing Date; or (xii) in connection with any legal, regulatory or other order; provided, however, that in the case of clauses (i) through (vi) such Permitted Transferees must enter into a written agreement with the Company agreeing to be bound by the transfer restrictions in this Section 2.

(c) In order to enforce this Section 2, the Company may impose stop-transfer instructions with respect to the Lock-Up Shares until the end of the Lock-Up Period.

(d) For the avoidance of doubt, each Holder shall retain all of its rights as a stockholder of the Company with respect to the Lock-Up Shares during the Lock-Up Period, including the right to vote any Lock-Up Shares that such Holders is entitled to vote.

(e) If any Holder is granted a release or waiver from any lock-up agreement (such holder a "**Triggering Holder**") executed in connection with the Closing prior to the expiration of the Lock-up Period, then the undersigned shall also be granted an early release from its obligations hereunder on the same terms and on a pro-rata basis with respect to such number of Lock-Up Shares rounded down to the nearest whole security equal to the product of (i) the total percentage of Lock-Up Shares held by the Triggering Stockholder immediately following the consummation of the Closing that are being released from the lock-up agreement multiplied by (ii) the total number of Lock-Up Shares held by the undersigned immediately following the consummation of the Closing.

(f) The lock-up provisions in this Section 2 shall supersede the lock-up provisions contained in Section 7 of the certain letter agreement, dated as of October 8, 2020, by and among the Company, the Sponsor and certain of the Company's current and former officers and directors (the "**Insider Letter**"), which provision in Section 7 of the Insider Letter shall be of no further force or effect.

3. Miscellaneous.

(a) Governing Law. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement) will be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements executed and performed entirely within such State.

(b) Consent to Jurisdiction and Service of Process. THE PARTIES TO THIS AGREEMENT SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS LOCATED IN WILMINGTON, DELAWARE OR THE COURTS OF THE UNITED STATES LOCATED IN WILMINGTON, DELAWARE IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS AGREEMENT AND ANY RELATED AGREEMENT, CERTIFICATE OR OTHER DOCUMENT DELIVERED IN CONNECTION HERewith AND BY THIS AGREEMENT WAIVE, AND AGREE NOT TO ASSERT, ANY DEFENSE IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT AND ANY RELATED AGREEMENT, CERTIFICATE OR OTHER DOCUMENT DELIVERED IN CONNECTION HERewith, THAT THEY ARE NOT SUBJECT THERETO OR THAT SUCH ACTION MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SUCH COURTS OR THAT THIS AGREEMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS OR THAT THEIR PROPERTY IS EXEMPT OR IMMUNE FROM EXECUTION, THAT THE ACTION IS BROUGHT IN AN INCONVENIENT FORUM, OR THAT THE VENUE OF THE ACTION IS IMPROPER. SERVICE OF PROCESS WITH RESPECT THERETO MAY BE MADE UPON ANY PARTY TO THIS AGREEMENT BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT ITS ADDRESS AS PROVIDED IN SECTION 3(H).

(c) Waiver of Jury Trial. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (IV) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 3(C).

(d) Assignment; Third Parties. This Agreement and all of the provisions hereof will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. This Agreement and all obligations of a Holder are personal to such Holder and may not be transferred or delegated at any time. Nothing contained in this Agreement shall be construed to confer upon any person who is not a signatory hereto any rights or benefits, as a third party beneficiary or otherwise.

(e) Specific Performance. Each Holder acknowledges that its obligations under this Agreement are unique, recognizes and affirms that in the event of a breach of this Agreement by such Holder, money damages will be inadequate and the Company will have no adequate remedy at law, and agrees that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by such Holder in accordance with their specific terms or were otherwise breached. Accordingly, the Company shall be entitled to an injunction or restraining order to prevent breaches of this Agreement by a Holder and to enforce specifically the terms and provisions hereof, without the requirement to post any bond or other security or to prove that money damages would be inadequate, this being in addition to any other right or remedy to which such party may be entitled under this Agreement, at law or in equity.

(f) Amendment; Waiver. Upon (i) the approval of a majority of the total number of directors serving on the Board of Directors of the Company who are not nominated or designated pursuant to contractual rights of Holders and (ii) the written consent of the Holders of a majority of the total Lock-Up Shares, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived by the Company, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects a Holder, solely in its capacity as a holder of Lock-Up Shares, shall require the consent of the Holder so affected. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

(g) Interpretation. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement. In this Agreement, unless the context otherwise requires: (i) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa; (ii) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding or succeeding such term and shall be deemed in each case to be followed by the words “without limitation”; (iii) the words “herein,” “hereto,” and “hereby” and other words of similar import in this Agreement shall be deemed in each case to refer to this Agreement as a whole and not to any particular section or other subdivision of this Agreement; and (iv) the term “or” means “and/or”. The parties have participated jointly in the negotiation and drafting of this Agreement. Consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto,

and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(h) Notices. All notices and other communications among the parties hereto shall be in writing and shall be deemed to have been duly given (i) when delivered in person, (ii) when delivered after posting in the United States mail having been sent registered or certified mail return receipt requested, postage prepaid, (iii) when delivered by FedEx or other nationally recognized overnight delivery service or (iv) when e-mailed during normal business hours of the recipient (and otherwise as of the immediately following Business Day), addressed, if to the Company, to [●], and if to any Holder, at such Holder's address or email address as set forth in the Company's books and records.

(i) Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(j) Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled. Notwithstanding the foregoing, nothing in this Agreement shall limit any of the rights, remedies or obligations of the Company or any of the Holders under any other agreement between any of the Holders and the Company, and nothing in any other agreement, certificate or instrument shall limit any of the rights, remedies or obligations of any of the Holders or the Company under this Agreement.

(k) Several Liability: The liability of any Holder hereunder is several (and not joint). Notwithstanding any other provision of this Agreement, in no event will any Holder be liable for any other Holder's breach of such other Holder's obligations under this Agreement.

(l) Counterparts. This Agreement may be executed in two or more counterparts (any of which may be delivered by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Lock-Up Agreement as of the date first written above.

[SOFI TECHNOLOGIES, INC.]

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Lock-Up Agreement as of the date first written above.

SCH SPONSOR V LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Lock-Up Agreement as of the date first written above.

[●]

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Lock-Up Agreement as of the date first written above.

By: _____
Name:

SCHEDULE 1

SPONSOR KEY HOLDERS

SCHEDULE 2

SOFI HOLDERS

2021 STOCK OPTION AND INCENTIVE PLAN FOR SOCIAL FINANCE, INC.

SECTION 1. GENERAL PURPOSE OF THE PLAN; DEFINITIONS

The name of the plan is the Social Finance, Inc. 2021 Stock Option and Incentive Plan (the “Plan”). The purpose of the Plan is to encourage and enable the officers, employees, Non-Employee Directors and Consultants of Social Finance, Inc. (the “Company”) and its Affiliates upon whose judgment, initiative and efforts the Company largely depends for the successful conduct of its business to acquire a proprietary interest in the Company. It is anticipated that providing such persons with a direct stake in the Company’s welfare will assure a closer identification of their interests with those of the Company and its stockholders, thereby stimulating their efforts on the Company’s behalf and strengthening their desire to remain with the Company. Following the Effective Date, (i) the Company’s 2011 Stock Plan shall terminate and no additional awards shall be issued thereunder, (ii) any awards then outstanding under such 2011 Stock Plan shall continue in accordance with their terms, and (iii) shares issued pursuant to such awards will not be drawn from this Plan or otherwise have any effect on the number of shares described in Section 3(a) herein.

The following terms shall be defined as set forth below:

“*Act*” means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

“*Administrator*” means either the Board or the compensation committee of the Board and which is comprised of not less than two Non-Employee Directors who are independent pursuant to New York Stock Exchange listing standards, taking into account the specific factors and guidance set forth in Section 303A.02 of the NYSE Listed Company Handbook, including the commentary thereto.

“*Affiliate*” means, at the time of determination, any “parent” or “subsidiary” of the Company as such terms are defined in Rule 405 of the Act. The Board will have the authority to determine the time or times at which “parent” or “subsidiary” status is determined within the foregoing definition.

“*Award*” or “*Awards*,” except where referring to a particular category of grant under the Plan, shall include Incentive Stock Options, Non-Qualified Stock Options, Stock Appreciation Rights, Restricted Stock Units, Restricted Stock Awards, Unrestricted Stock Awards, Cash-Based Awards, and Dividend Equivalent Rights.

“*Award Certificate*” means a written or electronic document setting forth the terms and provisions applicable to an Award granted under the Plan. Each Award Certificate is subject to the terms and conditions of the Plan.

“*Board*” means the Board of Directors of the Company.

“Cash-Based Award” means an Award entitling the recipient to receive a cash-denominated payment.

“Code” means the Internal Revenue Code of 1986, as amended, and any successor Code, and related rules, regulations and interpretations.

“Consultant” means a consultant or adviser who provides *bona fide* services to the Company or an Affiliate as an independent contractor and who qualifies as a consultant or advisor under Instruction A.1.(a)(1) of Form S-8 under the Act.

“Dividend Equivalent Right” means an Award entitling the grantee to receive credits based on cash dividends that would have been paid on the shares of Stock specified in the Dividend Equivalent Right (or other award to which it relates) if such shares had been issued to and held by the grantee.

“Effective Date” means the Closing Date as defined in the Agreement and Plan of Merger by and among Social Capital Hedosophia Holdings Corp. V, Plutus Merger Sub Inc. and the Company, dated as of January [], 2021.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

“Fair Market Value” of the Stock on any given date means the fair market value of the Stock determined in good faith by the Administrator; provided, however, that if the Stock is listed on the National Association of Securities Dealers Automated Quotation System (“NASDAQ”), NASDAQ Global Market, The New York Stock Exchange or another national securities exchange or traded on any established market, the determination shall be made by reference to market quotations. If there are no market quotations for such date, the determination shall be made by reference to the last date preceding such date for which there are market quotations; provided further, however, that if the date for which Fair Market Value is determined is the Registration Date, the Fair Market Value shall be the “Price to the Public” (or equivalent) set forth on the cover page for the final prospectus relating to the Company’s initial public offering.

“Incentive Stock Option” means any Stock Option designated and qualified as an “incentive stock option” as defined in Section 422 of the Code.

“Non-Employee Director” means a member of the Board who is not also an employee of the Company or any Subsidiary.

“Non-Qualified Stock Option” means any Stock Option that is not an Incentive Stock Option.

“Option” or *“Stock Option”* means any option to purchase shares of Stock granted pursuant to Section 5.

“Overall Share Limit” means the sum of (i) []¹ shares of Stock and (ii) an annual increase on the first day of each calendar year beginning January 1, 2022 and ending on and including January 1, 2030 equal to the lesser of (A) a number equal to the excess (if any) of (1) 5% of the aggregate number of shares of Stock outstanding on the final day of the immediately preceding calendar year over (2) the number of shares of Stock then reserved for issuance under the Plan as of such date and (B) such smaller number of shares of Stock as is determined by the Board.

“Restricted Shares” means the shares of Stock underlying a Restricted Stock Award that remain subject to a risk of forfeiture or the Company’s right of repurchase.

“Restricted Stock Award” means an Award of Restricted Shares subject to such restrictions and conditions as the Administrator may determine at the time of grant.

“Restricted Stock Units” means an Award of stock units subject to such restrictions and conditions as the Administrator may determine at the time of grant.

“Sale Event” shall mean (i) the sale of all or substantially all of the assets of the Company on a consolidated basis to an unrelated person or entity, (ii) a merger, reorganization or consolidation pursuant to which the holders of the Company’s outstanding voting power and outstanding stock immediately prior to such transaction do not own a majority of the outstanding voting power and outstanding stock or other equity interests of the resulting or successor entity (or its ultimate parent, if applicable) immediately upon completion of such transaction, (iii) the sale of all of the Stock of the Company to an unrelated person, entity or group thereof acting in concert, or (iv) any other transaction in which the owners of the Company’s outstanding voting power immediately prior to such transaction do not own at least a majority of the outstanding voting power of the Company or any successor entity immediately upon completion of the transaction other than as a result of the acquisition of securities directly from the Company.

“Sale Price” means the value as determined by the Administrator of the consideration payable, or otherwise to be received by stockholders, per share of Stock pursuant to a Sale Event.

“Section 409A” means Section 409A of the Code and the regulations and other guidance promulgated thereunder.

“Service Relationship” means any relationship as an employee, director or Consultant of the Company or any Affiliate (e.g., a Service Relationship shall be deemed to continue without interruption in the event an individual’s status changes from full-time employee to part-time employee or Consultant).

“Stock” means the Class A common stock, par value \$0.001 per share, of the Company, subject to adjustments pursuant to Section 3.

¹ This amount shall represent 8% of post-closing outstanding capital stock on an as-converted basis, of which 3% of such amount shall be reserved for grants to the senior management team consistent with the terms of the letter of intent.

“Stock Appreciation Right” means an Award entitling the recipient to receive shares of Stock (or cash, to the extent explicitly provided for in the applicable Award Certificate) having a value equal to the excess of the Fair Market Value of the Stock on the date of exercise over the exercise price of the Stock Appreciation Right multiplied by the number of shares of Stock with respect to which the Stock Appreciation Right shall have been exercised.

“Subsidiary” means any corporation or other entity (other than the Company) in which the Company has at least a 50 percent interest, either directly or indirectly.

“Ten Percent Owner” means an employee who owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than 10 percent of the combined voting power of all classes of stock of the Company or any parent or subsidiary corporation.

“Unrestricted Stock Award” means an Award of shares of Stock free of any restrictions.

SECTION 2. ADMINISTRATION OF PLAN; ADMINISTRATOR AUTHORITY TO SELECT GRANTEES AND DETERMINE AWARDS

- (a) Administration of Plan. The Plan shall be administered by the Administrator.
- (b) Powers of Administrator. The Administrator shall have the power and authority to grant Awards consistent with the terms of the Plan, including the power and authority:
 - (i) to select the individuals to whom Awards may from time to time be granted;
 - (ii) to determine the time or times of grant, and the extent, if any, of Incentive Stock Options, Non-Qualified Stock Options, Stock Appreciation Rights, Restricted Stock Awards, Restricted Stock Units, Unrestricted Stock Awards, Cash-Based Awards, and Dividend Equivalent Rights, or any combination of the foregoing, granted to any one or more grantees;
 - (iii) to determine the number of shares of Stock to be covered by any Award;
 - (iv) to determine and modify from time to time the terms and conditions, including restrictions, not inconsistent with the terms of the Plan, of any Award, which terms and conditions may differ among individual Awards and grantees, and to approve the forms of Award Certificates;
 - (v) to accelerate at any time the exercisability or vesting of all or any portion of any Award;
 - (vi) subject to the provisions of Section 5(c), to extend at any time the period in which Stock Options may be exercised; and
 - (vii) at any time to adopt, alter and repeal such rules, guidelines and practices for administration of the Plan and for its own acts and proceedings as it shall deem advisable; to interpret the terms and provisions of the Plan and any Award (including related written instruments); to make all determinations it deems advisable for the administration of the Plan; to

decide all disputes arising in connection with the Plan; and to otherwise supervise the administration of the Plan.

All decisions and interpretations of the Administrator shall be binding on all persons, including the Company and Plan grantees.

(c) Delegation of Authority to Grant Awards. Subject to applicable law, the Administrator, in its discretion, may delegate to a committee consisting of one or more officers of the Company including the Chief Executive Officer of the Company all or part of the Administrator's authority and duties with respect to the granting of Awards to individuals who are (i) not subject to the reporting and other provisions of Section 16 of the Exchange Act and (ii) not members of the delegated committee. Any such delegation by the Administrator shall include a limitation as to the amount of Stock underlying Awards that may be granted during the period of the delegation and shall contain guidelines as to the determination of the exercise price and the vesting criteria. The Administrator may revoke or amend the terms of a delegation at any time but such action shall not invalidate any prior actions of the Administrator's delegate or delegates that were consistent with the terms of the Plan.

(d) Award Certificate. Awards under the Plan shall be evidenced by Award Certificates that set forth the terms, conditions and limitations for each Award which may include, without limitation, the term of an Award and the provisions applicable in the event employment or service terminates.

(e) Indemnification. Neither the Board nor the Administrator, nor any member of either or any delegate thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with the Plan, and the members of the Board and the Administrator (and any delegate thereof) shall be entitled in all cases to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, reasonable attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under the Company's articles or bylaws or any directors' and officers' liability insurance coverage which may be in effect from time to time and/or any indemnification agreement between such individual and the Company.

(f) Foreign Award Recipients. Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws in other countries in which the Company and its Subsidiaries operate or have employees or other individuals eligible for Awards, the Administrator, in its sole discretion, shall have the power and authority to: (i) determine which Subsidiaries shall be covered by the Plan; (ii) determine which individuals outside the United States are eligible to participate in the Plan; (iii) modify the terms and conditions of any Award granted to individuals outside the United States to comply with applicable foreign laws; (iv) establish subplans and modify exercise procedures and other terms and procedures, to the extent the Administrator determines such actions to be necessary or advisable (and such subplans and/or modifications shall be attached to this Plan as appendices); provided, however, that no such subplans and/or modifications shall increase the share limitations contained in Section 3(a) hereof; and (v) take any action, before or after an Award is made, that the Administrator determines to be necessary or advisable to obtain approval or comply with any local governmental regulatory exemptions or approvals. Notwithstanding the foregoing, the

Administrator may not take any actions hereunder, and no Awards shall be granted, that would violate the Exchange Act or any other applicable United States securities law, the Code, or any other applicable United States governing statute or law.

SECTION 3. STOCK ISSUABLE UNDER THE PLAN; MERGERS; SUBSTITUTION

(a) Stock Issuable. The maximum number of shares of Stock reserved and available for issuance under the Plan shall be the Overall Share Limit. Subject to such overall limitation, the maximum aggregate number of shares of Stock that may be issued in the form of Incentive Stock Options shall not exceed the Overall Share Limit, subject in all cases to adjustment as provided in this Section 3. For purposes of this limitation, the shares of Stock underlying any awards under the Plan that are forfeited, canceled or otherwise terminated (other than by exercise) shall be added back to the shares of Stock available for issuance under the Plan and, to the extent permitted under Section 422 of the Code and the regulations promulgated thereunder, the shares of Stock that may be issued as Incentive Stock Options. Notwithstanding the foregoing, the following shares shall not be added to the shares authorized for grant under the Plan: (i) shares tendered or held back upon exercise of an Option or settlement of an Award to cover the exercise price or tax withholding, and (ii) shares subject to a Stock Appreciation Right that are not issued in connection with the stock settlement of the Stock Appreciation Right upon exercise thereof. In the event the Company repurchases shares of Stock on the open market, such shares shall not be added to the shares of Stock available for issuance under the Plan. The shares available for issuance under the Plan may be authorized but unissued shares of Stock or shares of Stock reacquired by the Company.

(b) Changes in Stock. Subject to Section 3(c) hereof, if, as a result of any reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Company's capital stock, the outstanding shares of Stock are increased or decreased or are exchanged for a different number or kind of shares or other securities of the Company, or additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such shares of Stock or other securities, or, if, as a result of any merger or consolidation, sale of all or substantially all of the assets of the Company, the outstanding shares of Stock are converted into or exchanged for securities of the Company or any successor entity (or a parent or subsidiary thereof), the Administrator shall make an appropriate or proportionate adjustment in (i) the maximum number of shares reserved for issuance under the Plan, including the maximum number of shares that may be issued in the form of Incentive Stock Options, (ii) the number and kind of shares or other securities subject to any then outstanding Awards under the Plan, (iii) the repurchase price, if any, per share subject to each outstanding Restricted Stock Award, and (iv) the exercise price for each share subject to any then outstanding Stock Options and Stock Appreciation Rights under the Plan, without changing the aggregate exercise price (i.e., the exercise price multiplied by the number of shares subject to Stock Options and Stock Appreciation Rights) as to which such Stock Options and Stock Appreciation Rights remain exercisable. The Administrator shall also make equitable or proportionate adjustments in the number of shares subject to outstanding Awards and the exercise price and the terms of outstanding Awards to take into consideration cash dividends paid other than in the ordinary course or any other extraordinary corporate event. The adjustment by the Administrator shall be final, binding and conclusive. No fractional shares

of Stock shall be issued under the Plan resulting from any such adjustment, but the Administrator in its discretion may make a cash payment in lieu of fractional shares.

(c) Mergers and Other Transactions. In the case of and subject to the consummation of a Sale Event, the parties thereto may cause the assumption or continuation of Awards theretofore granted by the successor entity, or the substitution of such Awards with new Awards of the successor entity or parent thereof, with appropriate adjustment as to the number and kind of shares and, if appropriate, the per share exercise prices, as such parties shall agree. To the extent the parties to such Sale Event do not provide for the assumption, continuation or substitution of Awards, upon the effective time of the Sale Event, the Plan and all outstanding Awards granted hereunder shall terminate. In such case, except as may be otherwise provided in the relevant Award Certificate, all Options and Stock Appreciation Rights with time-based vesting conditions or restrictions that are not vested and/or exercisable immediately prior to the effective time of the Sale Event shall become fully vested and exercisable as of the effective time of the Sale Event, all other Awards with time-based vesting, conditions or restrictions shall become fully vested and nonforfeitable as of the effective time of the Sale Event, and all Awards with conditions and restrictions relating to the attainment of performance goals may become vested and nonforfeitable in connection with a Sale Event in the Administrator's discretion or to the extent specified in the relevant Award Certificate. In the event of such termination, (i) the Company shall have the option (in its sole discretion) to make or provide for a payment, in cash or in kind, to the grantees holding Options and Stock Appreciation Rights, in exchange for the cancellation thereof, in an amount equal to the difference between (A) the Sale Price multiplied by the number of shares of Stock subject to outstanding Options and Stock Appreciation Rights (to the extent then exercisable at prices not in excess of the Sale Price) and (B) the aggregate exercise price of all such outstanding Options and Stock Appreciation Rights (provided that, in the case of an Option or Stock Appreciation Right with an exercise price equal to or greater than the Sale Price, such Option or Stock Appreciation Right shall be cancelled for no consideration); or (ii) each grantee shall be permitted, within a specified period of time prior to the consummation of the Sale Event as determined by the Administrator, to exercise all outstanding Options and Stock Appreciation Rights (to the extent then exercisable) held by such grantee. The Company shall also have the option (in its sole discretion) to make or provide for a payment, in cash or in kind, to the grantees holding other Awards in an amount equal to the Sale Price multiplied by the number of vested shares of Stock under such Awards.

(d) Maximum Awards to Non-Employee Directors. Notwithstanding anything to the contrary in this Plan, the value of all Awards awarded under this Plan and all other cash compensation paid by the Company to any Non-Employee Director in any calendar year shall not exceed \$750,000. For the purpose of this limitation, the value of any Award shall be its grant date fair value, as determined in accordance with ASC 718 or successor provision but excluding the impact of estimated forfeitures related to service-based vesting provisions.

SECTION 4. ELIGIBILITY

Grantees under the Plan will be such employees, Non-Employee Directors or Consultants of the Company and its Affiliates as are selected from time to time by the Administrator in its sole discretion; provided that Awards may not be granted to employees, Directors or Consultants who are providing services only to any "parent" of the Company, as such term is defined in Rule

405 of the Act, unless (i) the stock underlying the Awards is treated as “service recipient stock” under Section 409A or (ii) the Company has determined that such Awards are exempt from or otherwise comply with Section 409A.

SECTION 5. STOCK OPTIONS

(a) Award of Stock Options. The Administrator may grant Stock Options under the Plan. Any Stock Option granted under the Plan shall be in such form as the Administrator may from time to time approve.

Stock Options granted under the Plan may be either Incentive Stock Options or Non-Qualified Stock Options. Incentive Stock Options may be granted only to employees of the Company or any Subsidiary that is a “subsidiary corporation” within the meaning of Section 424(f) of the Code. To the extent that any Option does not qualify as an Incentive Stock Option, it shall be deemed a Non-Qualified Stock Option.

Stock Options granted pursuant to this Section 5 shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator shall deem desirable. If the Administrator so determines, Stock Options may be granted in lieu of cash compensation at the optionee’s election, subject to such terms and conditions as the Administrator may establish.

(b) Exercise Price. The exercise price per share for the Stock covered by a Stock Option granted pursuant to this Section 5 shall be determined by the Administrator at the time of grant but shall not be less than 100 percent of the Fair Market Value on the date of grant. In the case of an Incentive Stock Option that is granted to a Ten Percent Owner, the exercise price of such Incentive Stock Option shall be not less than 110 percent of the Fair Market Value on the grant date. Notwithstanding the foregoing, Stock Options may be granted with an exercise price per share that is less than 100 percent of the Fair Market Value on the date of grant (i) pursuant to a transaction described in, and in a manner consistent with, Section 424(a) of the Code, (ii) to individuals who are not subject to U.S. income tax on the date of grant or (iii) the Stock Option is otherwise compliant with Section 409A.

(c) Option Term. The term of each Stock Option shall be fixed by the Administrator, but no Stock Option shall be exercisable more than ten years after the date the Stock Option is granted. In the case of an Incentive Stock Option that is granted to a Ten Percent Owner, the term of such Stock Option shall be no more than five years from the date of grant.

(d) Exercisability; Rights of a Stockholder. Stock Options shall become exercisable at such time or times, whether or not in installments, as shall be determined by the Administrator at or after the grant date. The Administrator may at any time accelerate the exercisability of all or any portion of any Stock Option. An optionee shall have the rights of a stockholder only as to shares acquired upon the exercise of a Stock Option and not as to unexercised Stock Options.

(e) Method of Exercise. Stock Options may be exercised in whole or in part, by giving written or electronic notice of exercise to the Company, specifying the number of shares to be purchased. Payment of the purchase price may be made by one or more of the following methods except to the extent otherwise provided in the Award Certificate:

(i) In cash, by certified or bank check or other instrument acceptable to the Administrator;

(ii) Through the delivery (or attestation to the ownership following such procedures as the Company may prescribe) of shares of Stock that are not then subject to restrictions under any Company plan. Such surrendered shares shall be valued at Fair Market Value on the exercise date;

(iii) By the optionee delivering to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company for the purchase price; provided that in the event the optionee chooses to pay the purchase price as so provided, the optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Company shall prescribe as a condition of such payment procedure; or

(iv) With respect to Stock Options that are not Incentive Stock Options, by a “net exercise” arrangement pursuant to which the Company will reduce the number of shares of Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price.

Payment instruments will be received subject to collection. The transfer to the optionee on the records of the Company or of the transfer agent of the shares of Stock to be purchased pursuant to the exercise of a Stock Option will be contingent upon receipt from the optionee (or a purchaser acting in his stead in accordance with the provisions of the Stock Option) by the Company of the full purchase price for such shares and the fulfillment of any other requirements contained in the Award Certificate or applicable provisions of laws (including the satisfaction of any withholding taxes that the Company is obligated to withhold with respect to the optionee). In the event an optionee chooses to pay the purchase price by previously-owned shares of Stock through the attestation method, the number of shares of Stock transferred to the optionee upon the exercise of the Stock Option shall be net of the number of attested shares. In the event that the Company establishes, for itself or using the services of a third party, an automated system for the exercise of Stock Options, such as a system using an internet website or interactive voice response, then the paperless exercise of Stock Options may be permitted through the use of such an automated system.

(f) Annual Limit on Incentive Stock Options. To the extent required for “incentive stock option” treatment under Section 422 of the Code, the aggregate Fair Market Value (determined as of the time of grant) of the shares of Stock with respect to which Incentive Stock Options granted under this Plan and any other plan of the Company or its parent and subsidiary corporations become exercisable for the first time by an optionee during any calendar year shall not exceed \$100,000. To the extent that any Stock Option exceeds this limit, it shall constitute a Non-Qualified Stock Option.

SECTION 6. STOCK APPRECIATION RIGHTS

(a) Award of Stock Appreciation Rights. The Administrator may grant Stock Appreciation Rights under the Plan. A Stock Appreciation Right is an Award entitling the

recipient to receive shares of Stock (or cash, to the extent explicitly provided for in the applicable Award Certificate) having a value equal to the excess of the Fair Market Value of a share of Stock on the date of exercise over the exercise price of the Stock Appreciation Right multiplied by the number of shares of Stock with respect to which the Stock Appreciation Right shall have been exercised.

(b) Exercise Price of Stock Appreciation Rights. The exercise price of a Stock Appreciation Right shall not be less than 100 percent of the Fair Market Value of the Stock on the date of grant.

(c) Grant and Exercise of Stock Appreciation Rights. Stock Appreciation Rights may be granted by the Administrator independently of any Stock Option granted pursuant to Section 5 of the Plan.

(d) Terms and Conditions of Stock Appreciation Rights. Stock Appreciation Rights shall be subject to such terms and conditions as shall be determined on the date of grant by the Administrator. The term of a Stock Appreciation Right may not exceed ten years. The terms and conditions of each such Award shall be determined by the Administrator, and such terms and conditions may differ among individual Awards and grantees.

SECTION 7. RESTRICTED STOCK AWARDS

(a) Nature of Restricted Stock Awards. The Administrator may grant Restricted Stock Awards under the Plan. A Restricted Stock Award is any Award of Restricted Shares subject to such restrictions and conditions as the Administrator may determine at the time of grant. Conditions may be based on continuing employment (or other Service Relationship) and/or achievement of pre-established performance goals and objectives.

(b) Rights as a Stockholder. Upon the grant of the Restricted Stock Award and payment of any applicable purchase price, a grantee shall have the rights of a stockholder with respect to the voting of the Restricted Shares and receipt of dividends; provided that if the restrictions with respect to the Restricted Stock Award have not lapsed, any dividends paid by the Company prior to such lapse shall accrue and shall not be paid to the grantee until and to the extent the restrictions lapse with respect to the Restricted Stock Award. Unless the Administrator shall otherwise determine, (i) uncertificated Restricted Shares shall be accompanied by a notation on the records of the Company or the transfer agent to the effect that they are subject to forfeiture until such Restricted Shares are vested as provided in Section 7(d) below, and (ii) certificated Restricted Shares shall remain in the possession of the Company until such Restricted Shares are vested as provided in Section 7(d) below, and the grantee shall be required, as a condition of the grant, to deliver to the Company such instruments of transfer as the Administrator may prescribe.

(c) Restrictions. Restricted Shares may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of except as specifically provided herein or in the Restricted Stock Award Certificate. Except as may otherwise be provided by the Administrator either in the Award Certificate or, subject to Section 16 below, in writing after the Award is issued, if a grantee's employment (or other Service Relationship) with the Company and its Subsidiaries

terminates for any reason, any Restricted Shares that have not vested at the time of termination shall automatically and without any requirement of notice to such grantee from or other action by or on behalf of, the Company be deemed to have been reacquired by the Company at its original purchase price (if any) from such grantee or such grantee's legal representative simultaneously with such termination of employment (or other Service Relationship), and thereafter shall cease to represent any ownership of the Company by the grantee or rights of the grantee as a stockholder. Following such deemed reacquisition of Restricted Shares that are represented by physical certificates, a grantee shall surrender such certificates to the Company upon request without consideration.

(d) Vesting of Restricted Shares. The Administrator at the time of grant shall specify the date or dates and/or the attainment of pre-established performance goals, objectives and other conditions on which the non-transferability of the Restricted Shares and the Company's right of repurchase or forfeiture shall lapse. Subsequent to such date or dates and/or the attainment of such pre-established performance goals, objectives and other conditions, the shares on which all restrictions have lapsed shall no longer be Restricted Shares and shall be deemed "vested."

SECTION 8. RESTRICTED STOCK UNITS

(a) Nature of Restricted Stock Units. The Administrator may grant Restricted Stock Units under the Plan. A Restricted Stock Unit is an Award of stock units that may be settled in shares of Stock (or cash, to the extent explicitly provided for in the Award Certificate) upon the satisfaction of such restrictions and conditions at the time of grant. Conditions may be based on continuing employment (or other Service Relationship) and/or achievement of pre-established performance goals and objectives. The terms and conditions of each such Award shall be determined by the Administrator, and such terms and conditions may differ among individual Awards and grantees. Except in the case of Restricted Stock Units with a deferred settlement date that complies with Section 409A, at the end of the vesting period, the Restricted Stock Units, to the extent vested, shall be settled in the form of shares of Stock. Restricted Stock Units with deferred settlement dates are subject to Section 409A and shall contain such additional terms and conditions as the Administrator shall determine in its sole discretion in order to comply with the requirements of Section 409A.

(b) Election to Receive Restricted Stock Units in Lieu of Compensation. The Administrator may, in its sole discretion, permit a grantee to elect to receive a portion of future cash compensation otherwise due to such grantee in the form of an award of Restricted Stock Units. Any such election shall be made in writing and shall be delivered to the Company no later than the date specified by the Administrator and in accordance with Section 409A and such other rules and procedures established by the Administrator. Any such future cash compensation that the grantee elects to defer shall be converted to a fixed number of Restricted Stock Units based on the Fair Market Value of Stock on the date the compensation would otherwise have been paid to the grantee if such payment had not been deferred as provided herein. The Administrator shall have the sole right to determine whether and under what circumstances to permit such elections and to impose such limitations and other terms and conditions thereon as the Administrator deems appropriate. Any Restricted Stock Units that are elected to be received in lieu of cash compensation shall be fully vested, unless otherwise provided in the Award Certificate.

(c) Rights as a Stockholder. A grantee shall have the rights as a stockholder only as to shares of Stock acquired by the grantee upon settlement of Restricted Stock Units; provided, however, that the grantee may be credited with Dividend Equivalent Rights with respect to the stock units underlying his Restricted Stock Units, subject to the provisions of Section 11 and such terms and conditions as the Administrator may determine.

(d) Termination. Except as may otherwise be provided by the Administrator either in the Award Certificate or, subject to Section 16 below, in writing after the Award is issued, a grantee's right in all Restricted Stock Units that have not vested shall automatically terminate upon the grantee's termination of employment (or cessation of Service Relationship) with the Company and its Subsidiaries for any reason.

SECTION 9. UNRESTRICTED STOCK AWARDS

Grant or Sale of Unrestricted Stock. The Administrator may grant (or sell at par value or such higher purchase price determined by the Administrator) Unrestricted Stock Awards under the Plan. An Unrestricted Stock Award is an Award pursuant to which the grantee may receive shares of Stock free of any restrictions under the Plan. Unrestricted Stock Awards may be granted in respect of past services or other valid consideration, or in lieu of cash compensation due to such grantee.

SECTION 10. CASH-BASED AWARDS

Grant of Cash-Based Awards. The Administrator may grant Cash-Based Awards under the Plan. A Cash-Based Award is an Award that entitles the grantee to a payment in cash upon the attainment of specified performance goals. The Administrator shall determine the maximum duration of the Cash-Based Award, the amount of cash to which the Cash-Based Award pertains, the conditions upon which the Cash-Based Award shall become vested or payable, and such other provisions as the Administrator shall determine. Each Cash-Based Award shall specify a cash-denominated payment amount, formula or payment ranges as determined by the Administrator. Payment, if any, with respect to a Cash-Based Award shall be made in accordance with the terms of the Award and may be made in cash.

SECTION 11. DIVIDEND EQUIVALENT RIGHTS

(a) Dividend Equivalent Rights. The Administrator may grant Dividend Equivalent Rights under the Plan. A Dividend Equivalent Right is an Award entitling the grantee to receive credits based on cash dividends that would have been paid on the shares of Stock specified in the Dividend Equivalent Right (or other Award to which it relates) if such shares had been issued to the grantee. A Dividend Equivalent Right may be granted hereunder to any grantee as a component of an award of Restricted Stock Units or as a freestanding award. The terms and conditions of Dividend Equivalent Rights shall be specified in the Award Certificate. Dividend equivalents credited to the holder of a Dividend Equivalent Right may be paid currently or may be deemed to be reinvested in additional shares of Stock, which may thereafter accrue additional equivalents. Any such reinvestment shall be at Fair Market Value on the date of reinvestment or such other price as may then apply under a dividend reinvestment plan sponsored by the Company, if any. Dividend Equivalent Rights may be settled in cash or shares of Stock or a

combination thereof, in a single installment or installments. A Dividend Equivalent Right granted as a component of an Award of Restricted Stock Units shall provide that such Dividend Equivalent Right shall be settled only upon settlement or payment of, or lapse of restrictions on, such other Award, and that such Dividend Equivalent Right shall expire or be forfeited or annulled under the same conditions as such other Award.

(b) Termination. Except as may otherwise be provided by the Administrator either in the Award Certificate or, subject to Section 16 below, in writing after the Award is issued, a grantee's rights in all Dividend Equivalent Rights shall automatically terminate upon the grantee's termination of employment (or cessation of Service Relationship) with the Company and its Subsidiaries for any reason.

SECTION 12. TRANSFERABILITY OF AWARDS

(a) Transferability. Except as provided in Section 12(b) below, during a grantee's lifetime, his or her Awards shall be exercisable only by the grantee, or by the grantee's legal representative or guardian in the event of the grantee's incapacity. No Awards shall be sold, assigned, transferred or otherwise encumbered or disposed of by a grantee other than by will or by the laws of descent and distribution or pursuant to a domestic relations order. No Awards shall be subject, in whole or in part, to attachment, execution, or levy of any kind, and any purported transfer in violation hereof shall be null and void.

(b) Administrator Action. Notwithstanding Section 12(a), the Administrator, in its discretion, may provide either in the Award Certificate regarding a given Award or by subsequent written approval that the grantee (who is an employee or director) may transfer his or her Non-Qualified Stock Options to his or her immediate family members, to trusts for the benefit of such family members, or to partnerships in which such family members are the only partners, provided that the transferee agrees in writing with the Company to be bound by all of the terms and conditions of this Plan and the applicable Award. In no event may an Award be transferred by a grantee for value.

(c) Family Member. For purposes of Section 12(b), "family member" shall mean a grantee's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing the grantee's household (other than a tenant of the grantee), a trust in which these persons (or the grantee) have more than 50 percent of the beneficial interest, a foundation in which these persons (or the grantee) control the management of assets, and any other entity in which these persons (or the grantee) own more than 50 percent of the voting interests.

(d) Designation of Beneficiary. To the extent permitted by the Company, each grantee to whom an Award has been made under the Plan may designate a beneficiary or beneficiaries to exercise any Award or receive any payment under any Award payable on or after the grantee's death. Any such designation shall be on a form provided for that purpose by the Administrator and shall not be effective until received by the Administrator. If no beneficiary has been designated by a deceased grantee, or if the designated beneficiaries have predeceased the grantee, the beneficiary shall be the grantee's estate.

SECTION 13. TAX WITHHOLDING

(a) Payment by Grantee. Each grantee shall, no later than the date as of which the value of an Award or of any Stock or other amounts received thereunder first becomes includable in the gross income of the grantee for Federal income tax purposes, pay to the Company, or make arrangements satisfactory to the Administrator regarding payment of, any Federal, state, or local taxes of any kind required by law to be withheld by the Company with respect to such income. The Company and its Subsidiaries shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the grantee. The Company's obligation to deliver evidence of book entry (or stock certificates) to any grantee is subject to and conditioned on tax withholding obligations being satisfied by the grantee.

(b) Payment in Stock. The Administrator may require the Company's tax withholding obligation to be satisfied, in whole or in part, by the Company withholding from shares of Stock to be issued pursuant to any Award a number of shares with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the withholding amount due; provided, however, that the amount withheld does not exceed the maximum statutory tax rate or such lesser amount as is necessary to avoid liability accounting treatment. For purposes of share withholding, the Fair Market Value of withheld shares shall be determined in the same manner as the value of Stock includible in income of the grantees. The Administrator may also require the Company's tax withholding obligation to be satisfied, in whole or in part, by an arrangement whereby a certain number of shares of Stock issued pursuant to any Award are immediately sold and proceeds from such sale are remitted to the Company in an amount that would satisfy the withholding amount due.

SECTION 14. SECTION 409A AWARDS

Awards are intended to be exempt from Section 409A to the greatest extent possible and to otherwise comply with Section 409A. The Plan and all Awards shall be interpreted in accordance with such intent. To the extent that any Award is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A (a "409A Award"), the Award shall be subject to such additional rules and requirements as specified by the Administrator from time to time in order to comply with Section 409A. In this regard, if any amount under a 409A Award is payable upon a "separation from service" (within the meaning of Section 409A) to a grantee who is then considered a "specified employee" (within the meaning of Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the grantee's separation from service, or (ii) the grantee's death, but only to the extent such delay is necessary to prevent such payment from being subject to interest, penalties and/or additional tax imposed pursuant to Section 409A. Further, the settlement of any 409A Award may not be accelerated except to the extent permitted by Section 409A.

SECTION 15. TERMINATION OF SERVICE RELATIONSHIP, TRANSFER, LEAVE OF ABSENCE, ETC.

(a) Termination of Service Relationship. If the grantee's Service Relationship is with an Affiliate and such Affiliate ceases to be an Affiliate, the grantee shall be deemed to have terminated his or her Service Relationship for purposes of the Plan.

(b) For purposes of the Plan, the following events shall not be deemed a termination of a Service Relationship:

(i) a transfer to the employment of the Company from an Affiliate or from the Company to an Affiliate, or from one Affiliate to another; or

(ii) an approved leave of absence for military service or sickness, or for any other purpose approved by the Company, if the employee's right to re-employment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Administrator otherwise so provides in writing.

SECTION 16. AMENDMENTS AND TERMINATION

The Board may, at any time, amend or discontinue the Plan and the Administrator may, at any time, amend or cancel any outstanding Award for the purpose of satisfying changes in law or for any other lawful purpose, but no such action shall materially and adversely affect rights under any outstanding Award without the holder's consent. To the extent required under the rules of any securities exchange or market system on which the Stock is listed, to the extent determined by the Administrator to be required by the Code to ensure that Incentive Stock Options granted under the Plan are qualified under Section 422 of the Code, Plan amendments shall be subject to approval by Company stockholders. Nothing in this Section 16 shall limit the Administrator's authority to take any action permitted pursuant to Section 3(b) or 3(c).

SECTION 17. STATUS OF PLAN

With respect to the portion of any Award that has not been exercised and any payments in cash, Stock or other consideration not received by a grantee, a grantee shall have no rights greater than those of a general creditor of the Company unless the Administrator shall otherwise expressly determine in connection with any Award or Awards. In its sole discretion, the Administrator may authorize the creation of trusts or other arrangements to meet the Company's obligations to deliver Stock or make payments with respect to Awards hereunder, provided that the existence of such trusts or other arrangements is consistent with the foregoing sentence.

SECTION 18. GENERAL PROVISIONS

(a) No Distribution. The Administrator may require each person acquiring Stock pursuant to an Award to represent to and agree with the Company in writing that such person is acquiring the shares without a view to distribution thereof.

(b) Issuance of Stock. To the extent certificated, stock certificates to grantees under this Plan shall be deemed delivered for all purposes when the Company or a stock transfer agent

of the Company shall have mailed such certificates in the United States mail, addressed to the grantee, at the grantee's last known address on file with the Company. Uncertificated Stock shall be deemed delivered for all purposes when the Company or a Stock transfer agent of the Company shall have given to the grantee by electronic mail (with proof of receipt) or by United States mail, addressed to the grantee, at the grantee's last known address on file with the Company, notice of issuance and recorded the issuance in its records (which may include electronic "book entry" records). Notwithstanding anything herein to the contrary, the Company shall not be required to issue or deliver any evidence of book entry or certificates evidencing shares of Stock pursuant to the exercise or settlement of any Award, unless and until the Administrator has determined, with advice of counsel (to the extent the Administrator deems such advice necessary or advisable), that the issuance and delivery is in compliance with all applicable laws, regulations of governmental authorities and, if applicable, the requirements of any exchange on which the shares of Stock are listed, quoted or traded. Any Stock issued pursuant to the Plan shall be subject to any stop-transfer orders and other restrictions as the Administrator deems necessary or advisable to comply with federal, state or foreign jurisdiction, securities or other laws, rules and quotation system on which the Stock is listed, quoted or traded. The Administrator may place legends on any Stock certificate or notations on any book entry to reference restrictions applicable to the Stock. In addition to the terms and conditions provided herein, the Administrator may require that an individual make such reasonable covenants, agreements, and representations as the Administrator, in its discretion, deems necessary or advisable in order to comply with any such laws, regulations, or requirements. The Administrator shall have the right to require any individual to comply with any timing or other restrictions with respect to the settlement or exercise of any Award, including a window-period limitation, as may be imposed in the discretion of the Administrator.

(c) Stockholder Rights. Until Stock is deemed delivered in accordance with Section 18(b), no right to vote or receive dividends or any other rights of a stockholder will exist with respect to shares of Stock to be issued in connection with an Award, notwithstanding the exercise of a Stock Option or any other action by the grantee with respect to an Award.

(d) Other Compensation Arrangements; No Employment Rights. Nothing contained in this Plan shall prevent the Board from adopting other or additional compensation arrangements, including trusts, and such arrangements may be either generally applicable or applicable only in specific cases. The adoption of this Plan and the grant of Awards do not confer upon any employee any right to continued employment with the Company or any Subsidiary.

(e) Trading Policy Restrictions. Option exercises and other Awards under the Plan shall be subject to the Company's insider trading policies and procedures, as in effect from time to time.

(f) Clawback Policy. Awards under the Plan shall be subject to the Company's clawback policy, as in effect from time to time.

SECTION 19. EFFECTIVE DATE OF PLAN

This Plan shall become effective upon the Effective Date and will be subject to stockholder approval in accordance with applicable state law, the Company's bylaws and articles of incorporation, and applicable stock exchange rules. No grants of Stock Options and other Awards may be made hereunder after the tenth anniversary of the Effective Date and no grants of Incentive Stock Options may be made hereunder after the tenth anniversary of the date the Plan is approved by the Board.

SECTION 20. GOVERNING LAW

This Plan and all Awards and actions taken thereunder shall be governed by, and construed in accordance with, the General Corporation Law of the State of Delaware as to matters within the scope thereof, and as to all other matters shall be governed by and construed in accordance with the internal laws of the State of Delaware, applied without regard to conflict of law principles.

DATE APPROVED BY BOARD OF DIRECTORS: _____, 2021

DATE APPROVED BY STOCKHOLDERS: _____, 2021

EXHIBIT 3

Shareholders Agreement

SHAREHOLDERS' AGREEMENT

This Shareholders' Agreement (this "Agreement") is made and entered into as of [●], by and among [SoFi Technologies, Inc.] a Delaware corporation (the "Company") (formerly known as Social Capital Hedosophia Holdings Corp. V, a Cayman Islands exempted company limited by shares prior to its domestication as a Delaware corporation), SCH Sponsor V LLC, a Cayman Islands limited liability company (the "Sponsor"), certain former shareholders of Social Finance, Inc., a Delaware corporation ("SoFi") identified on the signature pages hereto (such shareholders, the "SoFi Investors", and together with the Sponsor, the "Investors"). Each of the Investors and the Company are referred to herein as a "party" and collectively as "parties").

RECITALS

WHEREAS, the Company and SoFi entered into that certain Agreement and Plan of Merger, dated as of [●], (as it may be amended or supplemented from time to time, the "Merger Agreement"), by and among the Company, Plutus Merger Sub Inc., a Delaware corporation and a direct wholly owned subsidiary of the Company, and SoFi;

WHEREAS, on the date hereof, pursuant to the Merger Agreement, the SoFi Investors received shares of common stock, par value \$[0.0001] per share (the "Common Stock"), of the Company;

[WHEREAS, on the date hereof, pursuant to the Merger Agreement, certain SoFi Investors received shares of non-voting common stock, par value \$[0.0001] per share (the "Non-Voting Common Stock"), of the Company;]

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement; and

WHEREAS, the parties desire to set forth certain rights and obligations with respect to certain matters, including those relating to the Company's Board of Directors (the "Board").

AGREEMENT

In consideration of the foregoing and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Defined Terms; Interpretation.

1.1 "Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, its capacity as a sole or managing member or otherwise; provided, that no Investor shall be deemed an Affiliate of the Company or any of its subsidiaries for purposes of this Agreement and neither the Company nor any of its Subsidiaries shall be deemed an Affiliate of any Investor for purposes of this Agreement; provided, further,

that none of the SoftBank Investors shall be deemed an Affiliate of Renren SF Holdings, Inc. for purposes of this Agreement.

1.2 “Affiliated Fund” means an affiliated fund or entity of an Investor, which means with respect to a limited liability company or a limited liability partnership, a fund or entity managed by the same manager or managing member or general partner or management company or by an entity controlling, controlled by, or under common control with such manager or managing member or general partner or management company, or advised by the same investment adviser.

1.3 “Aggregate Repurchase Amount” means two-hundred and fifty million dollars (\$250,000,000).

1.4 “Common Shares” means shares of Common Stock and Non-Voting Common Stock.

1.5 “NYSE” means the New York Stock Exchange.

1.6 “NYSE Listing Standard” means NYSE listing standards, taking into account the specific factors and guidance set forth in Section 303A.02 of the NYSE Listed Company Handbook, including the commentary thereto.

1.7 “Person” means any natural person, sole proprietorship, partnership, trust, unincorporated association, corporation, limited liability company, entity or Governmental Entity.

1.8 “Permitted Sale Shares” means the number of Common Shares sold by the applicable Repurchase Investor in the Bank Charter Repurchase or pursuant to Section 2.3.

1.9 “Pro Rata Share” means, with respect to any Repurchase Investor, the quotient obtained by dividing (i) the number of Common Shares beneficially owned by such Repurchase Investor as of immediately prior to a Covered Repurchase by (ii) the aggregate number of Common Shares beneficially owned by all Repurchase Investors as of immediately prior to a Covered Repurchase, expressed as a percentage.

1.10 “QIA Director Nomination Number” means (a) one (1) QIA Nominee for so long as the QIA Investors beneficially own in the aggregate such number of Common Shares equal to either (i) at least [●]¹ Common Shares (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) *minus* the Permitted Sale Shares or (ii) at least five percent of the issued and outstanding Common Shares and (b) zero (0) QIA Nominees at any time after the QIA Investors beneficially own in the aggregate such number of Common Shares equal to (i) less than [●]² Common Shares (subject to adjustment for stock splits,

¹ **Note to Draft:** To be 50% of the number of Common Shares beneficially owned by the QIA Investors immediately following the Effective Time.

² **Note to Draft:** To be 50% of the number of Common Shares beneficially owned by the QIA Investors immediately following the Effective Time.

reclassifications, combinations, stock dividends and similar adjustments) *minus* the Permitted Sale Shares and (ii) less than five percent of the issued and outstanding Common Shares.

1.11 “QIA Investors” means [QIA FIG Holding LLC] and any Affiliated Fund of the foregoing to whom it has transferred Common Shares.

1.12 “QIA Nominee” means [●], collectively with any Replacement QIA Nominee.

1.13 “Red Crow Director Nomination Number” means (a) one (1) Red Crow Nominee for so long as the Red Crow Investors beneficially own in the aggregate either (i) at least [●]³ Common Shares (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) or (ii) at least five percent of the issued and outstanding Common Shares and (b) zero (0) Red Crow Nominees at any time after the Red Crow Investors beneficially own in the aggregate (i) less than [●]⁴ Common Shares (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) and (ii) less than five percent of the issued and outstanding Common Shares.

1.14 “Red Crow Independent Nominee” means [●], collectively with any Replacement Red Crow Independent Nominee.

1.15 “Red Crow Investors” means, [●] and any Affiliated Fund of the foregoing to whom the foregoing have transferred Common Shares.

1.16 “Red Crow Nominee” means [●], collectively with any Replacement Red Crow Nominee.

1.17 “Repurchase Investors” means the Silver Lake Investors (collectively), the SoftBank Investors (collectively) and the QIA Investors (collectively).

1.18 “Silver Lake Director Nomination Number” means (a) one (1) Silver Lake Nominee for so long as the Silver Lake Investors beneficially own in the aggregate such number of Common Shares equal to either (i) at least [●]⁵ Common Shares (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) *minus* the Permitted Sale Shares or (ii) at least five percent of the issued and outstanding Common Shares and (b) zero (0) Silver Lake Nominees at any time after the Silver Lake Investors beneficially own in the aggregate such number of Common Shares equal to (i) less than [●]⁶ Common Shares (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) *minus* the Permitted Sale Shares and (ii) less than five percent of the issued and outstanding Common Shares.

³ **Note to Draft:** To be 50% of the number of Common Shares beneficially owned by the Red Crow Investors immediately following the Effective Time.

⁴ **Note to Draft:** To be 50% of the number of Common Shares beneficially owned by the Red Crow Investors immediately following the Effective Time.

⁵ **Note to Draft:** To be 50% of the number of Common Shares beneficially owned by the Silver Lake Investors immediately following the Effective Time.

⁶ **Note to Draft:** To be 50% of the number of Common Shares beneficially owned by the Silver Lake Investors immediately following the Effective Time.

1.19 “Silver Lake Investors” means, [collectively, Silver Lake Partners IV, L.P. and Silver Lake Technology Investors IV (Delaware II), L.P.] and any Affiliated Fund of the foregoing to whom the foregoing have transferred Common Shares.

1.20 “Silver Lake Nominee” means [●], collectively with any Replacement Silver Lake Nominee.

1.21 “SoftBank Director Nomination Number” means (a) two (2) SoftBank Nominees for so long as the SoftBank Investors beneficially own in the aggregate such number of Common Shares equal to at least [●]⁷ Common Shares (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) *minus* the Permitted Sale Shares, (b) one (1) SoftBank Nominee for so long as the SoftBank Investors beneficially own in the aggregate such number of Common Shares equal to either (i) at least [●]⁸ Common Shares (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) *minus* the Permitted Sale Shares or (ii) at least five percent of the issued and outstanding Common Shares and (c) zero (0) SoftBank Nominees at any time after the SoftBank Investors beneficially own such number of Common Shares equal to in the aggregate (i) less than [●]⁹ Common Shares (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) *minus* the Permitted Sale Shares and (ii) less than five percent of the issued and outstanding Common Shares.

1.22 “SoftBank Independent Nominee” means [●]¹⁰, collectively with any Replacement SoftBank Independent Nominee.

1.23 “SoftBank Investors” means, collectively, [SoftBank Group Capital Limited and SB Sonic Holdco (UK) Limited] and any Affiliated Fund of the foregoing to whom the foregoing have transferred Common Shares.

1.24 “SoftBank Nominees” means [●] and [●], collectively with any Replacement SoftBank Nominee.

1.25 “SoftBank-OPI Percentage” means, as of a specified time, the quotient obtained by dividing (i) (A) the number of Common Shares beneficially owned by the SoftBank Investors plus (B) the number of Common Shares beneficially owned by Renren SF Holdings Inc. or any of its Affiliates by (ii) the aggregate number of Common Shares issued and outstanding, expressed as a percentage.

1.26 “Sponsor Director Nomination Number” means (a) two (2) Sponsor Independent Nominees for so long the Sponsor Investors beneficially own in the aggregate at least [●]¹¹

⁷ **Note to Draft:** To be 50% of the number of Common Shares beneficially owned by the SoftBank Investors immediately following the Effective Time.

⁸ **Note to Draft:** To be 25% of the number of Common Shares beneficially owned by the SoftBank Investors immediately following the Effective Time.

⁹ **Note to Draft:** To be 25% of the number of Common Shares beneficially owned by the SoftBank Investors immediately following the Effective Time.

¹⁰ **Note to Draft:** To be one of G. Thompson Hutton, Steven Freiberg, Clara Liang or Magdalena Yesil.

¹¹ **Note to Draft:** To be 50% of the number of shares of Common Stock beneficially owned by the Sponsor Investors immediately following the Effective Time.

shares of Common Stock (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments), (b) one (1) Sponsor Independent Nominee for so long as the Sponsor Investors beneficially own in the aggregate either (i) at least [●]¹² shares of Common Stock (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) or (ii) at least five percent of the issued and outstanding shares of Common Stock and (c) zero (0) Sponsor Independent Nominees at any time after the Sponsor Investors beneficially own in the aggregate (i) less than [●]¹³ shares of Common Stock (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) and (ii) less than five percent of the issued and outstanding shares of Common Stock.

1.27 “Sponsor Investors” means the Sponsor and any Affiliated Fund of the Sponsor to whom the Sponsor has transferred shares of Common Stock.

1.28 “Sponsor Independent Nominees” means [●] and [●], collectively with any Replacement Sponsor Independent Nominee.

1.29 The phrase “beneficially owned” shall refer to beneficial ownership as determined under Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended.

2. Certain Repurchases of Common Shares.

2.1 Immediately following the Effective Time and on the same date as the Effective Time, prior to any repurchase of any Common Shares pursuant to Section 2.3, the Company and the SoftBank Investors shall execute and deliver to the other party a counterpart signature page to the Share Repurchase Agreement substantially in the form attached hereto as Exhibit A (“Share Repurchase Agreement”), committing the Company to repurchase, in the aggregate, one hundred and fifty million dollars (\$150,000,000) of Common Shares held by SoftBank Investors, at a price per share equal to ten dollars (\$10) (the “Bank Charter Repurchase”) on the terms, and subject to the conditions, set forth therein.¹⁴

2.2 If, following the completion of any Bank Charter Repurchase, the SoftBank-OPI Percentage is greater than 24.9% (or 14.9%, if the Board of Governors of the Federal Reserve System has provided written notice to the Company that the SoftBank Investors, Renren SF Holdings Inc. and their respective Affiliates, must own or control, collectively, 14.9% or less of the voting power of any class of voting securities of the Company in order for any of the SoftBank Investors, Renren SF Holdings Inc. or their respective Affiliates to not “control” the Company (within the meaning of the Bank Holding Company Act of 1956, as amended)) (the “Specified Regulatory Percentage”), then within [●] Business Days following delivery of a written request from the Company (which request shall be delivered in connection with the Company’s efforts to become a bank holding company (within the meaning of the Bank Holding Company Act of 1956, as amended)), the SoftBank Investors shall cause to be converted into

¹² **Note to Draft:** To be 25% of the number of shares of Common Stock beneficially owned by the Sponsor Investors immediately following the Effective Time.

¹³ **Note to Draft:** To be 25% of the number of shares of Common Stock beneficially owned by the Sponsor Investors immediately following the Effective Time.

¹⁴ **Note to Draft:** Closing of the SPA to be simultaneous with the execution of the SPA.

Non-Voting Common Stock such number of shares of Common Stock beneficially owned by the SoftBank Investors, Renren SF Holdings Inc. or any of their respective Affiliates as may be required such that, immediately following such conversion, the SoftBank Investors, Renren SF Holdings Inc. and their respective Affiliates, would not own or control, or be deemed to own or control, collectively, greater than the Specified Regulatory Percentage of the voting power of any class of voting securities of the Company.

2.3 Available Acquiror Cash Repurchase. If as of the Effective Time, the Available Acquiror Cash exceeds one billion, two-hundred and fifty million dollars (\$1,250,000,000) *minus* the aggregate amount of the net proceeds raised pursuant to that certain common stock purchase agreement, dated December 30, 2020, by and among SoFi and the investors specified therein, in the aggregate (the “Minimum Repurchase Threshold”), then, subject to the Board’s determination, in its sole discretion, to approve the repurchase of Common Shares from shareholders of the Company and applicable laws, from the date that is [10] days after such determination until the earlier of (x) the date that is [180] days following the Effective Time and (y) such time as the Company has effected repurchases of Common Shares with an aggregate purchase price of the Aggregate Repurchase Amount (any such repurchase, a “Covered Repurchase”), subject to applicable Law, the Company shall offer (a “Repurchase Offer”) each Repurchase Investor the opportunity to sell a number of Common Shares in such Covered Repurchase at a price per share equal to ten dollars (\$10) (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) (the “Repurchase Price”) up to a number of shares equal to such Repurchase Investor’s Pro Rata Share of the aggregate number of Common Shares with an aggregate purchase price equal to the Aggregate Repurchase Amount (such number of shares, an “Offered Amount”); provided, that if the SoftBank Investors have sold shares to the Company pursuant to Section 2.1, then prior to a Repurchase Offer being made to the SoftBank Investors, any Repurchase Offer made by the Company shall be made to the QIA Investors (collectively) and the Silver Lake Investors (collectively) for seven [(7)] days, in an aggregate amount of shares of Common Stock (allocated between the QIA Investors and the Silver Lake Investors based on such Repurchase Investors’ Pro Rata Shares calculated solely as between the QIA Investors and the Silver Lake Investors) equal to the number of shares of Common Stock they could have subscribed for pursuant to this Section 2.3 (without regard to this proviso) if a repurchase pursuant to Section 2.1 had not been made *minus* the number of shares of Common Stock they are able to subscribe for following the repurchase pursuant to this Section 2.3 (without regard to this proviso) (a “Catch-Up Offer”). If any Repurchase Investor elects to sell less than its Offered Amount in respect of any Repurchase Offer other than a Catch-Up Offer, each other Repurchase Investor that fully elected to sell its Offered Amount in respect of such Repurchase Offer shall have the right to sell an additional number of Common Shares equal to, with respect to each such Repurchase Investor, the product of (A) the number of Common Shares subject to a Repurchase Offer but not elected to be sold by a Repurchase Investor pursuant to the foregoing sentence multiplied by (B) a fraction, the numerator of which is the number of Common Shares sold by such Repurchase Investor electing to exercise its overallotment right pursuant to this sentence and the denominator of which is the aggregate number of Common Shares sold by all fully-participating Repurchase Investors electing to exercise their overallotment right pursuant to this sentence. The overallotment mechanism contemplated by the preceding sentence shall be repeated until either (1) all

Common Shares subject to a Repurchase Offer have been repurchased by the Company or (2) no Repurchase Investor desires to sell additional Common Shares subject to such Repurchase Offer.

2.4 The Company shall ensure that any Repurchase Offer is made to each of the applicable Repurchase Investors on the same price and terms and use reasonable best efforts to ensure that such Repurchase Offer is made substantially concurrently, and to the extent that more than one Repurchase Investor determines to participate in the applicable Covered Repurchase, that the consummation of such Covered Repurchase as between multiple Repurchase Investors occurs substantially concurrently. The Repurchase Investors shall provide the Company with reasonable cooperation to effect the foregoing. Any Covered Repurchase pursuant to a Repurchase Offer shall be subject to the mutual agreement of the Company and the applicable Repurchase Investors, and shall be effected using customary documentation and terms reasonably acceptable to the Company and the applicable Repurchase Investors (which shall contain terms no less favorable to the Repurchase Investors than the Share Repurchase Agreement).

2.5 For the avoidance of doubt, nothing in this Section 2 shall restrict or impede the Company's ability to repurchase shares of Common Stock pursuant to any equity incentive plan, award agreement or similar compensation arrangements in effect as of the date hereof.

3. **Board Matters.**

3.1 Initial Composition. As of the Effective Time, the size of the Board shall be thirteen (13), comprised as follows: [●], [●], [●], [●], [●], [●], [●], [●], [●], [●], [●] and [●].

3.2 Chairman. As of the Effective Time, G. Thompson Hutton shall be elected as Chairperson of the Board, to serve in such capacity in accordance with the Amended and Restated Bylaws of the Company.

3.3 Independent Nominees.

(a) Independent Nominees.

(i) Sponsor. Until such time as the Sponsor Director Nomination Number is zero (0), then both (A) the Sponsor shall have the right and ability to recommend a number of Sponsor Independent Nominees equal to the Sponsor Director Nomination Number (who shall initially be [●] and [●], as set forth in Section 3.1) and (B) if any Sponsor Independent Nominee (or any Replacement Sponsor Independent Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, the Sponsor shall have the ability to recommend a substitute person in accordance with this Section 3.3(a) (any such replacement nominee shall be referred to as a "Replacement Sponsor Independent Nominee").

(ii) SoftBank Investors. Until such time as the SoftBank Investors beneficially own in the aggregate less than [●]¹⁵ Common Shares (subject to adjustment for stock

¹⁵ **Note to Draft:** To be 50% of the number of Common Shares beneficially owned by SoftBank immediately following the Effective Time.

splits, reclassifications, combinations, stock dividends and similar adjustments) *minus* the Permitted Sale Shares (the “SoftBank Independent Minimum Ownership Threshold”), then both (A) the SoftBank Investors shall have the right and ability to recommend a SoftBank Independent Nominee (who shall initially be [●], as set forth in Section 3.1) and (B) if the SoftBank Independent Nominee (or any Replacement SoftBank Independent Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, the SoftBank Investors shall have the ability to recommend a substitute person in accordance with this Section 3.3 (any such replacement nominee shall be referred to as a “Replacement SoftBank Independent Nominee”).

(iii) Red Crow Investors. Until such time as the Red Crow Investors beneficially own in the aggregate less than [●]¹⁶ Common Shares (subject to adjustment for stock splits, reclassifications, combinations, stock dividends and similar adjustments) (the “Red Crow Independent Minimum Ownership Threshold”), then both (A) the Red Crow Investors shall have the right and ability to recommend a Red Crow Independent Nominee (who shall initially be [●], as set forth in Section 3.1) and (B) if the Red Crow Independent Nominee (or any Replacement Red Crow Independent Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, the Red Crow Investors shall have the ability to recommend a substitute person in accordance with this Section 3.3 (any such replacement nominee shall be referred to as a “Replacement Red Crow Independent Nominee”).

(b) Replacement Independent Nominees. Any Replacement Sponsor Independent Nominee, Replacement SoftBank Independent Nominee or Replacement Red Crow Independent Nominees, as the case may be, must (A) qualify as “independent” pursuant to NYSE Listing Standards, (B) satisfy requirements under applicable Law (including that the election of such person would not violate any Applicable Banking Laws as defined in [Section 3.2(h)(iii)] of the Company’s Amended and Restated Bylaws) and, if the Company has any bank or insured depository institution subsidiaries, the requirements under applicable Law with respect to service on the boards of such subsidiaries and (C) be independent of the Sponsor Investors, SoftBank Investors or Red Crow Investors, as applicable. In addition, any Replacement SoftBank Independent Nominee must, solely for the first twelve (12) months following the Effective Time, be one of [●], [●], [●] or [●]¹⁷ (it being understood that if all such individuals are at the applicable time already serving on the Board, the Board shall be entitled to fill the vacancy created by the failure of the SoftBank Independent Nominee to serve in its discretion). The Nominating and Governance Committee of the Company (the “Nominating and Governance Committee”) shall make its determination and recommendation regarding whether such Replacement Sponsor Independent Nominee, Replacement SoftBank Independent Nominee or Replacement Red Crow Independent Nominees, as the case may be, meets the foregoing criteria within fifteen (15) business days after (1) such nominee has submitted to the Company (x) a fully completed copy of the Company’s standard director and officer questionnaire and other reasonable and customary director onboarding documentation (including an authorization form to conduct a background check, a representation agreement, consent to be named as a director in

¹⁶ **Note to Draft:** To be 50% of the number of Common Shares beneficially owned by Red Crow immediately following the Effective Time.

¹⁷ **Note to Draft:** To include the independent members of SoFi’s existing Board.

the Company's proxy statement and certain other agreements) applicable to new directors of the Company and (y) a written representation that such nominee, if elected as a director of the Company, would be in compliance, and will comply, with all applicable Company guidelines and policies and (2) representatives of the Board have conducted customary interview(s) of such nominee, if such interviews are requested by the Board or the Nominating and Governance Committee. The Company shall use its reasonable best efforts to conduct any interview(s) contemplated by this Section 3.3(b) as promptly as reasonably practicable. In the event the Nominating and Governance Committee does not accept a person recommended by the Sponsor as the Replacement Sponsor Independent Nominee, a person recommended by the SoftBank Investors as the Replacement SoftBank Independent Nominee, a person recommended by the Red Crow Investors as the Replacement Red Crow Independent Nominee, as the case may be, the Sponsor, the SoftBank Investors or the Red Crow Investors, as applicable, shall have the right to recommend additional substitute person(s) whose appointment shall be subject to the Nominating and Governance Committee recommending such person in accordance with the procedures described above. Upon the recommendation of a Replacement Sponsor Independent Nominee, Replacement SoftBank Independent Nominee or Replacement Red Crow Independent Nominee, as the case may be, by the Nominating and Governance Committee, the Board shall vote on the appointment of such Replacement Sponsor Independent Nominee, Replacement SoftBank Independent Nominee or Replacement Red Crow Independent Nominee, as the case may be, to the Board promptly after the Nominating and Governance Committee recommendation of such Replacement Sponsor Independent Nominee, Replacement SoftBank Independent Nominee or Replacement Red Crow Independent Nominee, as the case may be; provided, however, that if the Board does not appoint such Replacement Sponsor Independent Nominee, Replacement SoftBank Independent Nominee or Replacement Red Crow Independent Nominee, as the case may be, to the Board pursuant to this Section 3.3(b), the Company and the Sponsor, the SoftBank Investors or the Red Crow Investors, as applicable, shall continue to follow the procedures of this Section 3.3(b) until a Replacement Sponsor Independent Nominee, Replacement SoftBank Independent Nominee or Replacement Red Crow Independent Nominee, as applicable, is elected to the Board.

(c) Company Obligations. The Company agrees:

(i) that until such time as the Sponsor Director Nomination Number is zero (0), and provided that the Sponsor Independent Nominees are able and willing to continue to serve on the Board, the Company will include each applicable Sponsor Independent Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company shareholders at which directors are to be elected;

(ii) that until such time as the SoftBank Investors in the aggregate no longer meet the SoftBank Independent Minimum Ownership Threshold, and provided that the SoftBank Independent Nominee is able and willing to continue to serve on the Board, the Company will include each applicable SoftBank Independent Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company shareholders at which directors are to be elected;

(iii) that until such time as the Red Crow Investors in the aggregate no longer meet the Red Crow Independent Minimum Ownership Threshold, and provided that the

Red Crow Independent Nominee is able and willing to continue to serve on the Board, the Company will include each applicable Red Crow Independent Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company shareholders at which directors are to be elected; and

(iv) to recommend, support and solicit proxies for each such Sponsor Independent Nominees, SoftBank Independent Nominee and Red Crow Independent Nominee, in each such case, in substantially the same manner as it recommends, supports and solicits proxies for any other members of such slate of director nominees.

(d) Certain Investor Obligations.

(i) Each of Sponsor, the SoftBank Investors and the Red Crow Investors, severally and not jointly, agrees and commits solely with the Company (and not any other party) that such party will appear in person or by proxy at any meeting of Company shareholders at which directors are to be elected and vote all shares beneficially owned by such party in favor of each of the nominees on the slate of director nominees nominated by the Company and otherwise in accordance with the Board's recommendation on any other proposal relating to the appointment, election or removal of directors. The obligation for Sponsor to comply with this Section 3.3(d)(i) shall automatically terminate without any further action at such time as the Sponsor Director Nomination Number is zero (0). The obligation for the SoftBank Investors to comply with this Section 3.3(d)(i) shall automatically terminate without any further action at such time as the SoftBank Investors in the aggregate no longer meet the SoftBank Independent Minimum Ownership Threshold. The obligation for the Red Crow Investors to comply with this Section 3.3(d)(i) shall automatically terminate without any further action at such time as the Red Crow Investors in the aggregate no longer meet the Red Crow Independent Minimum Ownership Threshold.

(ii) Each of Sponsor, the SoftBank Investors and the Red Crow Investors, severally and not jointly, agrees and commits solely with the Company (and not any other party) that (x), solely in the case of Sponsor, prior to any Sponsor Independent Nominee (including any Replacement Sponsor Independent Nominee) being appointed to the Board, (y) solely in the case of the SoftBank Investors, prior to any SoftBank Independent Nominee (including any Replacement SoftBank Independent Nominee) being appointed to the Board and (z) solely in the case of the Red Crow Investors, prior to any Red Crow Independent Nominee (including any Replacement Red Crow Independent Nominee) being appointed to the Board, the Sponsor Independent Nominees, the SoftBank Independent Nominee and/or the Red Crow Independent Nominee, as the case may be, shall have submitted to the Board a duly executed irrevocable resignation letter pursuant to which such nominee(s) shall resign from the Board and all applicable committees thereof automatically and effective immediately if Sponsor in the aggregate (solely in the case of the Sponsor Independent Nominees), the SoftBank Investors in the aggregate (solely in the case of the SoftBank Independent Nominee) or the Red Crow Investors in the aggregate (solely in the case of the Red Crow Independent Nominee), fail(s) to have the right to nominate such nominee(s) to the Board. Sponsor shall promptly (and in any event within five (5) business days) provide written notice to the Company if the Sponsor Director Nomination Number is reduced to one (1) or reduced to zero (0) at any time. The SoftBank Investors shall promptly (and in any event within five (5) business days) provide

written notice to the Company if the SoftBank Investors, in the aggregate, fail to satisfy the SoftBank Independent Minimum Ownership Threshold at any time. The Red Crow Investors shall promptly (and in any event within five (5) business days) provide written notice to the Company if the Red Crow Director Nomination Number is zero (0) at any time.

3.4 Other Nominees.

(a) Other Nominees.

(i) SoftBank Investors. Until such time as the SoftBank Director Nomination Number is zero (0), then both (A) the SoftBank Investors shall have the right and ability to recommend a number of SoftBank Nominees equal to the SoftBank Director Nomination Number (who shall initially be [●] and [●], as set forth in Section 3.1) and (B) if any SoftBank Nominee (or any Replacement SoftBank Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, SoftBank shall have the ability to recommend a substitute person in accordance with this Section 3.4 (any such replacement nominee shall be referred to as a “Replacement SoftBank Nominee”).

(ii) Silver Lake Investors. Until such time as the Silver Lake Director Nomination Number is zero (0), then both (A) the Silver Lake Investors shall have the right and ability to recommend a Silver Lake Nominee (who shall initially be [●], as set forth in Section 3.1) and (B) if the Silver Lake Nominee (or any Replacement Silver Lake Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, the Silver Lake Investors shall have the ability to recommend a substitute person in accordance with this Section 3.4 (any such replacement nominee shall be referred to as a “Replacement Silver Lake Nominee”).

(iii) QIA Investors Until such time as the QIA Director Nomination Number is zero (0), then both (A) the QIA Investors shall have the right and ability to recommend a QIA Nominee (who shall initially be [●], as set forth in Section 3.1) and (B) if the QIA Nominee (or any Replacement QIA Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, the QIA Investors shall have the ability to recommend a substitute person in accordance with this Section 3.4 (any such replacement nominee shall be referred to as a “Replacement QIA Nominee”).

(iv) Red Crow Investors. Until such time as the Red Crow Director Nomination Number is zero (0), then both (A) the Red Crow Investors shall have the right and ability to recommend a Red Crow Nominee (who shall initially be [●], as set forth in Section 3.1) and (B) if the Red Crow Nominee (or any Replacement Red Crow Nominee) is unable or unwilling to serve as a director and ceases to be a director, resigns as a director, is removed as a director, or for any other reason fails to serve as a director, the Red Crow Investors shall have the ability to recommend a substitute person in accordance with this Section 3.4 (any such replacement nominee shall be referred to as a “Replacement Red Crow Nominee”).

(b) Replacement Nominees.

(i) Any Replacement SoftBank Nominee, Replacement Silver Lake Nominee, Replacement QIA Nominee or Replacement Red Crow Nominees, as the case may be, must satisfy requirements under applicable Law (including that the election of such person would not violate any Applicable Banking Laws as defined in [Section 3.2(h)(iii)] of the Company's Amended and Restated Bylaws). The Nominating and Governance Committee of the Company shall make its determination and recommendation regarding whether such Replacement SoftBank Nominee, Replacement Silver Lake Nominee, Replacement QIA Nominee or Replacement Red Crow Nominee, as the case may be, meets the foregoing criteria within fifteen (15) business days after such nominee has submitted to the Company (x) a fully completed copy of the Company's standard director and officer questionnaire and other reasonable and customary director onboarding documentation (including an authorization form to conduct a background check, a representation agreement, consent to be named as a director in the Company's proxy statement and certain other agreements) applicable to new directors of the Company and (y) a written representation that such nominee, if elected as a director of the Company, would be in compliance, and will comply, with all applicable Company guidelines and policies. If the Nominating and Governance Committee determines that such person meets such criteria, the Board shall vote to elect such person to the Board promptly following the Nominating and Governance Committee's determination. In the event the Nominating and Governance Committee determines that such person does not meet such criteria, the SoftBank Investors, the Silver Lake Investors, the QIA Investors or the Red Crow Investors, as applicable, shall have the right to recommend additional substitute person(s) whose appointment shall be subject to the Nominating and Governance Committee recommending such person in accordance with the procedures described above.

(ii) If the Company has any bank or insured depository institution subsidiaries, and such Replacement SoftBank Nominee, Replacement Silver Lake Nominee, Replacement QIA Nominee or Replacement Red Crow Nominee, as the case may be, would serve as a director of such insured depository institution subsidiary, then such Replacement SoftBank Nominee, Replacement Silver Lake Nominee, Replacement QIA Nominee or Replacement Red Crow Nominee, as the case may be, must meet the requirements under applicable Law (including that the election of such person would not violate any Applicable Banking Laws as defined in [Section 3.2(h)(iii)] of the Company's Amended and Restated Bylaws) with respect to service on the boards of such subsidiaries. For the avoidance of doubt, the failure of any Replacement SoftBank Nominee, Replacement Silver Lake Nominee, Replacement QIA Nominee or Replacement Red Crow Nominee, as the case may be, to meet the requirements for serving as a director of an insured depository institution subsidiary of the Company shall not disqualify such person from serving as a director of the Company.

(iii) If the eligibility of the Replacement QIA Nominee or a Replacement SoftBank Nominee to serve on the Board or the board of directors of any insured depository institution subsidiary of the Company would depend on obtaining a waiver of citizenship, residency or other requirements as to which waivers may be granted, then the Company agrees to seek such waiver (or cause its subsidiary insured depository institution subsidiary to seek such waiver) with respect to the Replacement QIA Nominee or a Replacement SoftBank Nominee, as applicable.

(c) Company Obligations. The Company agrees:

(i) that until such time as the SoftBank Director Nomination Number is zero (0), and provided that the SoftBank Nominees are able and willing to continue to serve on the Board, the Company will include each applicable SoftBank Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company shareholders at which directors are to be elected;

(ii) until such time that the Silver Lake Director Nomination Number is zero (0), and provided that the Silver Lake Nominee is able and willing to continue to serve on the Board, the Company will include the Silver Lake Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company shareholders at which directors are to be elected;

(iii) that until such time that the QIA Director Nomination Number is zero (0), and provided that the QIA Nominee is able and willing to continue to serve on the Board, the Company will include the QIA Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company shareholders at which directors are to be elected;

(iv) that until such time that the Red Crow Director Nomination Number is zero (0), and provided that the Red Crow Nominee is able and willing to continue to serve on the Board, the Company will include the Red Crow Nominee in the Company's slate of director nominees to stand for election to the Board at any meeting of Company shareholders at which directors are to be elected; and

(v) to recommend, support and solicit proxies for each such SoftBank Nominees, Silver Lake Nominee, QIA Nominee and Red Crow Nominee, in each such case, in substantially the same manner as it recommends, supports and solicits proxies for any other members of such slate of director nominees.

(d) Certain Investor Obligations.

(i) Each of the SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors, severally and not jointly, agrees and commits solely with the Company (and not any other party) that such party will appear in person or by proxy at any meeting of Company shareholders at which directors are to be elected and vote all shares beneficially owned by such party in favor of each of the nominees on the slate of director nominees nominated by the Company and otherwise in accordance with the Board's recommendation on any other proposal relating to the appointment, election or removal of directors. The obligation for the SoftBank Investors to comply with this Section 3.4(d)(i) shall automatically terminate without any further action at such time as the SoftBank Director Nomination Number is zero (0). The obligation for the Silver Lake Investors to comply with this Section 3.4(d)(i) shall automatically terminate without any further action at such time as the Silver Lake Director Nomination Number is zero (0). The obligation for the QIA Investors to comply with this Section 3.4(d)(i) shall automatically terminate without any further action at such time as the QIA Director Nomination Number is zero (0). The obligation for the Red Crow Investors to comply with this Section 3.4(d)(i) shall automatically terminate without any further action at such time as the Red Crow Director Nomination Number is zero (0).

(ii) Each of the SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors, severally and not jointly, agrees and commits solely with the Company (and not any other party) that (w) solely in the case of the SoftBank Investors, prior to any SoftBank Nominees (including any Replacement SoftBank Nominees) being appointed to the Board, (x) solely in the case of the Silver Lake Investors, prior to any Silver Lake Nominee (including any Replacement Silver Lake Nominee) being appointed to the Board, (y) solely in the case of the QIA Investors, prior to any QIA Nominee (including any Replacement QIA Nominee) being appointed to the Board and (z) solely in the case of the Red Crow Investors, prior to any Red Crow Nominee (including any Replacement Red Crow Nominee) being appointed to the Board, the SoftBank Nominees, the Silver Lake Nominee, the QIA Nominee and/or the Red Crow Nominee, as the case may be, shall have submitted to the Board a duly executed irrevocable resignation letter pursuant to which such nominee(s) shall resign from the Board and all applicable committees thereof automatically and effective immediately if the SoftBank Investors in the aggregate (solely in the case of the SoftBank Nominees), the Silver Lake Investors in the aggregate (solely in the case of the Silver Lake Nominee), the QIA Investors in the aggregate (solely in the case of the QIA Nominee) or the Red Crow Investors in the aggregate (solely in the case of the Red Crow Nominee), fail(s) to have the right to nominate such nominee(s) to the Board. The SoftBank Investors shall promptly (and in any event within five (5) business days) provide written notice to the Company if the SoftBank Director Nomination Number is reduced to one (1) or reduced to zero (0) at any time. The Silver Lake Investors shall promptly (and in any event within five (5) business days) provide written notice to the Company if the Silver Lake Director Nomination Number is reduced to zero (0) at any time. The QIA Investors shall promptly (and in any event within five (5) business days) provide written notice to the Company if the QIA Director Nomination Number is reduced to zero (0) at any time. The Red Crow Investors shall promptly (and in any event within five (5) business days) provide written notice to the Company if the Red Crow Director Nomination Number is reduced to zero (0) at any time.

(iii) The SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors agree to vote in favor of a requirement that a “say-on-pay” stockholder vote be conducted on an annual basis at each meeting of the stockholders where the stockholders are entitled to vote on such matter. The obligation for the SoftBank Investors to comply with this Section 3.4(d)(iii) shall automatically terminate without any further action at such time as the SoftBank Director Nomination Number is zero (0). The obligation for the Silver Lake Investors to comply with this Section 3.4(d)(iii) shall automatically terminate without any further action at such time as the Silver Lake Director Nomination Number is zero (0). The obligation for the QIA Investors to comply with this Section 3.4(d)(iii) shall automatically terminate without any further action at such time as the QIA Director Nomination Number is zero (0). The obligation for the Red Crow Investors to comply with this Section 3.4(d)(iii) shall automatically terminate without any further action at such time as the Red Crow Director Nomination Number is zero (0).

3.5 Committees; Corporate Governance.

(a) The Board shall promptly establish customary committees including an Audit Committee, a Nominating and Governance Committee a Compensation Committee and a Risk Committee.

(b) Subject to applicable law and qualification of the applicable designees as “independent” pursuant to the NYSE Listing Standards (including any heightened independence requirements for service on specific committees), for so long as the SoftBank Director Nomination Number is two (2), the SoftBank Investors shall be entitled to designate one member of each of two standing committees of the Board (as determined by the SoftBank Investors) and for so long as the SoftBank Director Nomination Number is one (1), the SoftBank Investors shall be entitled to designate one member of one standing committee of the Board (as determined by the SoftBank Investors). For so long as a SoftBank Nominee or SoftBank Independent Nominee serves on the Nominating and Governance Committee, the Compensation Committee or the Audit Committee, any such Committee not have fewer than four (4) members.

(c) Subject to applicable law and qualification of the applicable designee as “independent” pursuant to the NYSE Listing Standards (including any heightened independence requirements for service on specific committees), for so long as the Red Crow Investors are entitled to nominate both a Red Crow Nominee and a Red Crow Independent Nominee, the Red Crow Investors shall be entitled to designate one member of each of two standing committees of the Board (as determined by the Red Crow Investors) and for so long as the Red Crow Investors are entitled to nominate either a Red Crow Nominee or a Red Crow Independent Nominee, the Red Crow Investors shall be entitled to designate one member of one standing committee of the Board (as determined by the Red Crow Investors).

(d) Subject to applicable law and qualification as “independent” pursuant to the NYSE Listing Standards (including any heightened independence requirements for service on specific committees), for so long as the Silver Lake Investors are entitled to nominate a Silver Lake Nominee, the Silver Lake Investors shall be entitled to designate one member of one standing committee of the Board (as determined by the Silver Lake Investors).

3.6 Reimbursement of Expenses. The Company shall reimburse the directors for all reasonable out-of-pocket expenses incurred in connection with their participation in and/or attendance at, meetings of the Board and any committees thereof, including commercial air travel, lodging and meal expenses.

3.7 Indemnification. For so long as any Sponsor Independent Nominee, SoftBank Nominee, SoftBank Independent Nominee, Silver Lake Nominee, QIA Nominee, Red Crow Nominee or Red Crow Independent Nominee, in each case, serves as a director of the Company, (i) the Company shall provide such nominee with the same expense reimbursement, benefits, indemnity, exculpation and other arrangements provided to any of the other directors of the Company and (ii) the Company shall not amend, alter or repeal any right to expense reimbursement, indemnification or exculpation covering or benefiting any such nominee (except to the extent such amendment or alteration permits the Company to provide broader expense reimbursement, indemnification or exculpation rights than permitted prior thereto).

3.8 Other Business Opportunities.

(a) The parties expressly acknowledge and agree that to the fullest extent permitted by applicable law: (i) each of the Sponsor, the SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors (including (A) their respective

Affiliates, (B) any portfolio company in which they or any of their respective Affiliates or investment fund Affiliates have made a debt or equity investment (and vice versa) or (C) any of their respective limited partners, non-managing members or other similar direct or indirect investors) and the director nominees of the foregoing has the right to, and shall have no duty (fiduciary, contractual or otherwise) not to, directly or indirectly engage in and possess interests in other business ventures of every type and description, including those engaged in the same or similar business activities or lines of business as the Company or any of its subsidiaries or deemed to be competing with the Company or any of its subsidiaries, on its own account, or in partnership with, or as an employee, officer, director or shareholder of any other Person, with no obligation to offer to the Company or any of its subsidiaries, or any other Investor or holder of capital stock of the Company the right to participate therein; (ii) each of the Sponsor, the SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors (including (A) their respective Affiliates, (B) any portfolio company in which they or any of their respective Affiliates or investment fund Affiliates have made a debt or equity investment (and vice versa) or (C) any of their respective limited partners, non-managing members or other similar direct or indirect investors) and the director nominees of the foregoing may invest in, or provide services to, any Person that directly or indirectly competes with the Company or any of its subsidiaries; and (iii) in the event that any of the Sponsor, the SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors (including (A) their respective Affiliates, (B) any portfolio company in which they or any of their respective Affiliates or investment fund Affiliates have made a debt or equity investment (and vice versa) or (C) any of their respective limited partners, non-managing members or other similar direct or indirect investors) or any director nominee of the foregoing, respectively, acquires knowledge of a potential transaction or matter that may be a corporate or other business opportunity for the Company or any of its subsidiaries, such Person shall have no duty (fiduciary, contractual or otherwise) to communicate or present such corporate opportunity to the Company or any of its subsidiaries or any other Investor or holder of capital stock of the Company, as the case may be, and shall not be liable to the Company or any of its subsidiaries or any other Investor or holder of capital stock of the Company (or its respective Affiliates) for breach of any duty (fiduciary, contractual or otherwise) by reason of the fact that such Person, directly or indirectly, pursues or acquires such opportunity for itself, directs such opportunity to another Person or does not present such opportunity to the Company or any of its subsidiaries or any other Investor or holder of capital stock of the Company (or its respective Affiliates). For the avoidance of doubt, the parties acknowledge that, subject to Section 3.8(c), this Section 3.8(a) is intended to disclaim and renounce, to the fullest extent permitted by applicable law, any right of the Company or any of its subsidiaries with respect to the opportunities expressly disclaimed by this Section 3.8(a), and this Section 3.8(a) shall be construed to effect such disclaimer and renunciation to the fullest extent permitted by law.

(b) Each of the parties hereto agrees that the waivers, limitations, acknowledgments and agreements set forth in this Section 3.8 shall not apply to any alleged claim or cause of action against any of the Sponsor, the SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors based upon the breach or nonperformance by such Person of this Agreement or any other agreement to which such Person is a party.

(c) Notwithstanding anything to the contrary in this Section 3.8, this Section 3.8 shall not apply to any potential transaction or matter that may be a corporate or other business opportunity for the Company or any of its subsidiaries presented in writing to any Sponsor Independent Nominee, SoftBank Nominee, SofBank Independent Nominee, Silver Lake Nominee, QIA Nominee, Red Crow Nominee or Red Crow Independent Nominee expressly in each such Person's capacity as a director or employee of the Company or any of its subsidiaries (and not in any other capacity).

4. **Company Representations and Warranties.** The Company represents and warrants to each Investor that: (a) the Company has all requisite corporate power and authority to (i) execute and deliver this Agreement and the Share Repurchase Agreement, and (ii) consummate the transactions contemplated hereby and thereby and perform all obligations to be performed by it hereunder and thereunder; (b) the execution and delivery of this Agreement, the Share Repurchase Agreement and the consummation of the transactions contemplated hereby and thereby have been (i) duly and validly authorized and approved by the Board and (ii) determined by the Board as advisable to the Company and its stockholders; (c) no other corporate proceeding on the part of the Company is necessary to authorize this Agreement, the Share Repurchase Agreement and the transaction contemplated hereby and thereby; and (d) this Agreement has been duly and validly executed and delivered by the Company, and this Agreement constitutes, assuming the due authorization, execution and delivery by the other parties hereto, a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

5. **Miscellaneous.**

5.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and supersedes any and all other written or oral agreements relating to the subject matter hereof existing between the parties hereto.

5.2 **Successors and Assigns; Third Party Beneficiaries.** Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors, assigns and legal representatives of the parties; provided, that no party may assign its respective rights or delegate its respective obligations under this Agreement without the prior written consent of the other parties, and any assignment in contravention hereof shall be null and void; provided, that any Investor may assign any of its rights and obligations hereunder to an Affiliated Fund without the consent of the other parties, but no such assignment will relieve such Investor of its obligations hereunder; provided, further, that subject to Section 5.3, the Company may assign its rights and obligations hereunder without the consent of the other parties in connection with a merger, consolidation, business combination or other extraordinary transaction. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors, assigns and legal representatives any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

5.3 **Termination.** This Agreement shall terminate upon the mutual written agreement of all of the parties, or, if earlier, upon the direct or indirect Change of Control of the Company, including as a result of a merger, consolidation, business combination or other extraordinary transaction. A “Change of Control” shall mean a transaction in which the common equity holders of the Company or the ultimate parent of the Company immediately prior to such transaction own less than a majority of the outstanding common equity or voting securities of the surviving entity or ultimate parent of the surviving entity in such transaction as of immediately following such transaction. The obligations of any Investor pursuant to Article 2 shall automatically terminate at such time as such Investor is no longer entitled to nominate a director to the Board. Notwithstanding anything to the contrary in this Agreement, each of Section 3.6, Section 3.7 and Section 3.8 shall survive termination of this Agreement and each of the parties shall be entitled to enforce such provisions notwithstanding the termination of this Agreement.

5.4 **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of each of the parties hereto. No waiver or failure to insist on strict compliance with any term of this Agreement shall operate as a waiver of any subsequent or other failure of compliance.

5.5 **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier (upon customary confirmation of receipt) or sent by email (upon non-automated confirmation of receipt), or upon delivery thereof after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified only at such party’s address or email address as set forth on the signature page hereto, or as subsequently modified by written notice.

5.6 **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of this Agreement shall be interpreted as if such provision were so excluded and (c) the balance of this Agreement shall be enforceable in accordance with its terms.

5.7 **Expenses.** Except as provided in Sections 3.6 and/or 3.7, each party hereto shall bear its own costs and expenses (including attorneys’ fees) incurred in connection with this Agreement and the transactions contemplated hereby.

5.8 **Governing Law; Jurisdiction.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the Court of Chancery of the State of Delaware (or, to the extent such court does not have subject matter jurisdiction, the other state courts of the State of Delaware) and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the Court of Chancery of the State of Delaware (or, to the extent such court does not

have subject matter jurisdiction, the other state courts of the State of Delaware) or the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

5.9 **Waiver of Jury Trial.** EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

5.10 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Headings, Titles and Subtitles. The headings, titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

[Signature Pages Follow]

The parties have executed this Shareholders' Agreement as of the date first written above.

[SOFI TECHNOLOGIES, INC.]

By: _____
(Signature)

Name:

Title:

Address:

234 1st Street

San Francisco, CA 94105

Email: clapointe@sofi.org

with a copy (which shall not constitute notice) to:

Social Finance, Inc.

10701 Parkridge Blvd, Suite 120

Reston, VA 20191

Attention: Robert S. Lavet, General Counsel

Email: rlavet@sofi.org

Wachtell, Lipton, Rosen & Katz

51 West 52nd Street

New York, NY 10019

Attention: Raaj S. Narayan

Email: RSNarayan@wlrk.com

SIGNATURE PAGE TO THE SHAREHOLDERS' AGREEMENT OF [SOFI TECHNOLOGIES, INC.]

The parties have executed this Shareholders' Agreement as of the date first written above.

[INVESTOR]:

By: _____
(Signature)

Name: _____

Title: _____

Address:

Email:

**SIGNATURE PAGE TO THE SHAREHOLDERS' AGREEMENT OF [SOFI
TECHNOLOGIES, INC.]**

EXHIBIT A
SHARE REPURCHASE AGREEMENT

**SIGNATURE PAGE TO THE SHAREHOLDERS' AGREEMENT OF [SOFI
TECHNOLOGIES, INC.]**

EXHIBIT 4

Amended and Restated Series 1 Investors' Agreement

AMENDED AND RESTATED SERIES 1 PREFERRED STOCK INVESTORS'
AGREEMENT

THIS AMENDED AND RESTATED SERIES 1 PREFERRED STOCK INVESTORS' AGREEMENT (this "Agreement") is made and entered into as of January 7, 2021, by and among Social Capital Hedosophia Holdings Corp. V, a Cayman Islands exempted company limited by shares (the "Company"), and the investors listed on Schedule 1 hereto (each of which is referred to herein as an "Investor"), who as of the date hereof are the holders of SoFi Series 1 Preferred Stock and who immediately following the Effective Time will be the holders of Series 1 Preferred Stock. This Agreement shall become effective only as of the Effective Time, except for Section 3.6, which shall have effect (and shall replace Section 3.6 of the SoFi Series 1 Preferred Stock Investors' Agreement) as of the date hereof.

RECITALS

WHEREAS, as of the date hereof, the Investors are the holders of shares of the Series 1 Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock (the "SoFi Series 1 Preferred Stock") of Social Finance, Inc., a Delaware corporation ("SoFi").

WHEREAS, SoFi and the Investors are party to that certain Series 1 Preferred Stock Investors' Agreement, dated as of May 29, 2019 (the "SoFi Series 1 Preferred Stock Investors' Agreement").

WHEREAS, concurrent with the execution and delivery of this Agreement, SoFi is entering into that certain Agreement and Plan of Merger, dated as of January 7, 2021, (as it may be amended or supplemented from time to time, the "Merger Agreement"), by and among the Company, SoFi and Plutus Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of the Company.

WHEREAS, at the Effective Time, by virtue of the Merger and without any action on the part of any Investor, each share of SoFi Series 1 Preferred Stock will be cancelled and converted into one share of Series 1 Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock, par value \$0.0000025 per share (the "Series 1 Preferred Stock"), of the Company.

WHEREAS, pursuant to Section 9.3 of the SoFi Series 1 Preferred Stock Investors' Agreement, the SoFi Series 1 Preferred Stock Investors' Agreement may be amended or waived only with the written consent of (a) SoFi, (b) QIA and (c) the holders of at least a majority of the SoFi Registrable Securities outstanding at the time in question, and the Investors are the holders of at least a majority of the SoFi Registrable Securities as of the date hereof.

WHEREAS, in connection with the Merger Agreement, SoFi wishes to assign to the Company, and the Company wishes to assume from SoFi, all of SoFi's rights, remedies, obligations, and liabilities under the SoFi Series 1 Preferred Stock Investors' Agreement, and SoFi, the Company and the Investors desire to enter into this Agreement to amend and restate the SoFi Series 1 Preferred Stock Investors' Agreement in its entirety to (a) provide for such assignment and assumption, and (b) provide the Investors (i) certain rights to receive information pertaining

to the Company, and (ii) the benefit of certain covenants contained herein, all on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investors and, solely as assignor, SoFi, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Definitions.

1.1 Definitions. For purposes of this Agreement:

(a) The term “Adjusted Consolidated Tangible Assets” means consolidated tangible assets as set forth on the most recent quarterly or annual consolidated balance sheet of the Company and its Subsidiaries as of such date (or, for any balance sheet dated prior to the Effective Time, the most recent quarterly or annual consolidated balance sheet of SoFi and its Subsidiaries as of such date, treating such balance sheet as if it were the balance sheet of the Company and treating SoFi as if it were the Company, *mutatis mutandis*), *less* the amount of Excluded Assets, *less* the amount of Custody Assets.

(b) The term “Affiliates” means, with respect to any specified Person, any other Person who, directly or indirectly, Controls, is Controlled by, or is under common Control with such Person, including, without limitation, any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is Controlled by one or more general partners or managing members of, or shares the same management company with, such Person, or any special purpose entity affiliated with such Person that is approved by the Board; *provided*, however, that, when used with respect to any Investor in the private equity fund business, “Affiliates” shall not include any portfolio company of such Investor or of any of its fund-level Affiliates.

(c) The term “Agreement” has the meaning assigned to such term in the preamble to this Agreement.

(d) The term “Alternative Methodology” means the determination of the value of any assets accounted for under ASC 820 Fair Value Measurement (or any substitute or similar guidance) by a mutually agreed upon third party valuation expert (which shall be one of Asset Valuation Specialists, Houlihan Lokey, Mountainview Valuation Specialists, Duff & Phelps, Anderson Tax or Merrill Corporation or, in each case, any successor, or any other firm mutually agreed upon by the Company and QIA) to exclude the impact of any temporary (which may be prolonged) market disruption that causes a substantial increase in the discount rate used in fair valuation of assets due to increased illiquidity. For the avoidance of doubt, the valuation should be carried out using the same accounting policies, principles, judgements, estimation techniques, measurement bases, practices and procedures as applied in the valuation reports used in the preparation of the last audited financial statements with the exception that the discount rate used in the valuation can be adjusted for the purposes of removing the impact of increased illiquidity.

(e) The term “Amended Credit Agreement” means the Revolving Credit Agreement, dated as of September 27, 2018, among SoFi, the lenders and issuing banks party thereto and Goldman Sachs Bank USA, as the administrative agent, as the same may hereafter be modified, supplemented, extended, amended, restated or amended and restated from time to time.

(f) The term “Board” means the Board of Directors of the Company.

(g) The term “Capital Lease Obligations” of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP; *provided* that any obligations relating to a lease that was accounted for by such Person as an operating lease as of September 27, 2018 (or that would have been accounted for as an operating lease if such lease was in effect as of September 27, 2018) shall be accounted for as obligations relating to an operating lease and not as Capital Lease Obligations.

(h) The term “Certificate of Incorporation” means the certificate of incorporation of the Company as of the Effective Time, which shall be in substantially the form attached to the Merger Agreement as Exhibit A thereto, as amended from time to time in accordance with the terms thereof.

(i) The term “Company” has the meaning assigned to such term in the preamble to this Agreement.

(j) The term “Compliance Certificate” has the meaning assigned to such term in Section 3.4(c).

(k) The term “Consolidated Tangible Net Worth” means, at any date of determination, stockholders’ equity as set forth on the most recent quarterly or annual consolidated balance sheet of the Company and its Subsidiaries (or, for any balance sheet dated prior to the Effective Time, the most recent quarterly or annual consolidated balance sheet of SoFi and its Subsidiaries, treating such balance sheet as if it were the balance sheet of the Company and treating SoFi as if it were the Company, *mutatis mutandis*) (excluding the Series 1 Preferred Stock (or, for any balance sheet dated prior to the Effective Time, the SoFi Series 1 Preferred Stock) and any other Disqualified Equity Interests then outstanding and including any Qualified Equity Interests then outstanding) less the amount of all intangible items included therein, including, without limitation, goodwill, franchises, licenses, patents, trademarks, trade names, copyrights, service marks, brand names and write-ups of intangible assets (but only to the extent that such items would be included on a consolidated balance sheet of the Company and its Subsidiaries in accordance with GAAP).

(l) The term “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise.

(m) The term “Covenant Default” has the meaning assigned to such term in Section 3.3.

(n) The term “Credit Agreement” means the Amended Credit Agreement as in effect on May 29, 2019, as the same may hereafter be modified, supplemented, extended, amended, restated or amended and restated from time to time with the consent of the holders of at least a majority of the shares of Series 1 Preferred Stock then outstanding (such consent not to be unreasonably withheld, conditioned or delayed).

(o) The term “CTNW Covenant” has the meaning assigned to such term in Section 3.2(a).

(p) The term “Cure Period” has the meaning assigned to such term in Section 3.5(b).

(q) The term “Custody Assets” means all assets held in any brokerage Subsidiary of the Company (or, for any date prior to the Effective Time, any brokerage Subsidiary of SoFi, treating SoFi as if it were the Company, *mutatis mutandis*) less (a) student loans, (b) personal loans, (c) mortgage loans, (d) servicing rights, (e) residual bonds, (f) credit card receivables, (g) receivables assets (unrelated to the brokerage business as determined by the Company or SoFi in good faith), (h) any securities issued by, and any Equity Interests of, any Special Purpose Financing Subsidiary or any Subsidiary of a Special Purpose Financing Subsidiary and any rights under any limited liability company agreement, trust agreement, shareholders agreement, organizational or formation documents or other agreement entered into in furtherance of the organization of such entity, and (i) any other assets and property to the extent securitized by the Company (unrelated to the brokerage business as determined by the Company or SoFi in good faith).

(r) The term “Debt Incurrence Covenant” has the meaning assigned to such term in Section 3.3(a).

(s) The term “Disqualified Equity Interests” means any Equity Interest which, by its terms (or by the terms of any security or other Equity Interests into which it is convertible or for which it is exchangeable) or upon the happening of any event or condition, (i) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise, (ii) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, or (iii) is or becomes convertible into or exchangeable for Indebtedness or any other Equity Interests that would constitute Disqualified Equity Interests.

(t) The term “Effective Time” has the meaning assigned to such term in the Merger Agreement.

(u) The term “Equity Interests” means shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity ownership interests in a Person, and any warrants, options or other rights entitling the holder thereof to purchase or acquire any such equity interest; *provided* that Equity Interests shall not include (x) any debt securities that are convertible into, or

exchangeable for, Equity Interests or (y) any Series 1 Senior Stock (as defined in the Certificate of Incorporation).

(v) The term “Equity to Assets Covenant” has the meaning assigned to such term in Section 3.2(d).

(w) The term “Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended (and any successor thereto) and the rules and regulations promulgated thereunder.

(x) The term “Excluded Assets” means trust assets such as the credit card and HELOC or other asset classes in which the Company or a Subsidiary does not hold economic interests in the static pool supporting the issued bonds, but holds the transferor’s interest or variable funding note (“VFN”), and the Company is required to consolidate such assets on the consolidated balance sheet of the Company and its Subsidiaries (or, for any date prior to the Effective Time, the consolidated balance sheet of SoFi, treating SoFi as if it were the Company, *mutatis mutandis*). For the avoidance of doubt, any funded portion of the transferor’s interest or VFN will not be considered Excluded Assets.

(y) The term “Financial Covenants” has the meaning assigned to such term in Section 3.2(d).

(z) The term “Financial Covenant Default” has the meaning assigned to such term in Section 3.2.

(aa) The term “Financial Officer” means any of the chief financial officer, principal accounting officer, vice president of finance or corporate controller or most senior financial officer of the Company or any similar officer of SoFi.

(bb) The term “Financing Assets” means any of the following assets (or interests therein) from time to time originated, acquired or otherwise owned by the Company (or, at or prior to the Effective Time, SoFi, treating SoFi as if it were the Company, *mutatis mutandis*) or any Subsidiary or in which the Company or any Subsidiary has any rights or interests, in each case, without regard to where such assets or interests are located: (a) student loans, (b) personal loans, (c) mortgage loans, (d) servicing rights, (e) residual bonds, (f) credit card receivables, (g) receivables assets, (h) franchise fees, royalties and other similar payments made related to the use of trade names and other intellectual property, business support, training and other services, (i) revenues related to distribution and merchandising of the products of the Company and its Subsidiaries, (j) intellectual property rights relating to the generation of any of the types of assets listed in this definition, (k) any securities issued by, and any Equity Interests of, any Special Purpose Financing Subsidiary or any Subsidiary of a Special Purpose Financing Subsidiary and any rights under any limited liability company agreement, trust agreement, shareholders agreement, organizational or formation documents or other agreement entered into in furtherance of the organization of such entity, (l) any fixed income debt or equity securities, (m) any income relating to any of the foregoing, and (n) any other assets and property to the extent customarily included in

securitization transactions of the relevant type in the applicable jurisdictions (as determined by the Company in good faith).

(cc) The term “GAAP” means generally accepted accounting principles in the United States of America.

(dd) The term “Guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Indebtedness of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Indebtedness of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Indebtedness; *provided*, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business, or customary indemnification obligations entered into in connection with any acquisition or disposition of assets or of other entities (other than to the extent that the primary obligations that are the subject of such indemnification obligation would be considered Indebtedness hereunder).

(ee) The term “Incurrence Covenant Default” has the meaning assigned to such term in Section 3.3.

(ff) The term “Indebtedness” of any Person at any date means, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than current trade payables incurred in the ordinary course of such Person’s business and excluding payroll liabilities, deferred compensation obligations, purchase price adjustments, royalties and earn-outs and other contingent or deferred payments of a similar nature), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all Indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (e) all Capital Lease Obligations of such Person, (f) Purchase Money Indebtedness of such Person, (g) all obligations of such Person, contingent or otherwise, as an account party or applicant under or in respect of bankers’ acceptances, letters of credit, surety bonds or similar arrangements, (h) the outstanding aggregate amount of any Series 1 Senior Stock (as defined in the Certificate of Incorporation), (i) all Guarantees of such Person in respect of obligations of the kind referred to in clauses (a) through (h) above, and (j) all obligations of the kind referred to in clauses (a) through (i) above secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including accounts and contract rights) owned or acquired by such Person, whether or not such Person has assumed or become liable for the payment of such

obligation; *provided* that Indebtedness shall not include (x) obligations incurred under, in respect of or in connection with Permitted Asset-Based Financings, (y) obligations with respect to any Third Party Funds, or (z) the Series 1 Preferred Stock and any other Disqualified Equity Interests then outstanding; *provided*, further, that any Indebtedness that is collateralized by a letter of credit, bankers acceptances or similar arrangement for which the Company or any Restricted Subsidiary is an account party or applicant shall be treated as only one item of Indebtedness in an amount equal to the greater of the maximum aggregate principal amount of such Indebtedness or the amount of such backstop letter of credit, bankers' acceptance or similar arrangement.

(gg) The term "Initial Closing Date Financing Arrangements" has the meaning set forth in the definition of Permitted Asset-Based Financing.

(hh) The term "Investor" has the meaning assigned to such term in the preamble to this Agreement.

(ii) The term "Leverage Ratio" means, as of any date, the ratio of (i) the total Indebtedness of the Company and its Restricted Subsidiaries on such date (or, for any date prior to the Effective Time, the Indebtedness of SoFi shall be treated as if it were the Indebtedness of Company and SoFi shall be treated as if it were the Company, *mutatis mutandis*) to (ii) Consolidated Tangible Net Worth on such date.

(jj) The term "Leverage Ratio Maintenance Covenant" has the meaning assigned to such term in Section 3.2(b).

(kk) The term "Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, and (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset.

(ll) The term "Merger" has the meaning assigned to such term in the Merger Agreement.

(mm) The term "Merger Agreement" has the meaning assigned to such term in the Recitals.

(nn) The term "Minimum Equity Amount" means, as of any date, (x) the amount of Adjusted Consolidated Tangible Assets multiplied by 10% plus (y) the amount of Custody Assets multiplied by 4%.

(oo) The term "Noncompliant Covenant" has the meaning assigned to such term in Section 3.5.

(pp) The term "Permitted Asset-Based Financing" means (a) any arrangements, including but not limited to credit agreements, Warehouse Facilities and repurchase agreements, in existence on May 29, 2019 and entered into by SoFi or any Subsidiary for the purpose of financing the origination of loan products or monetizing any Financing Assets

(the “Initial Closing Date Financing Arrangements”); (b) any other arrangement existing on or entered into after May 29, 2019 that is similar to the Initial Closing Date Financing Arrangements (as determined in good faith by the Company or SoFi); (c) any asset-backed securitization transaction in which the Company or a Subsidiary sells or transfers Financing Assets to a Special Purpose Financing Subsidiary, which issues debt and/or equity interests (rated or unrated) secured by the cash flows from such Financing Assets; (d) any credit facility, repurchase arrangement, warehouse or other similar financing arrangement (as determined in good faith by the Company or SoFi) initiated by the Company (or, at or prior to the Effective Time, the consolidated balance sheet of SoFi, treating SoFi as if it were the Company, *mutatis mutandis*) or any Subsidiary pursuant to which the Company or such Subsidiary, either directly or through one or more Subsidiaries, sells or pledges Financing Assets in return for advances, loans or other borrowings against such Financing Assets, (e) any hedge, swap, synthetic risk transfer or other derivative transaction designed to finance or refinance Financing Assets or (f) any transfer or sale (either directly or indirectly, including through a special purpose entity established by the Company (or, at or prior to the Effective Time, the consolidated balance sheet of SoFi, treating SoFi as if it were the Company, *mutatis mutandis*) or an Affiliate (as defined in the Credit Agreement) of the Company) of one or more Financing Assets, or a participation interest in Financing Assets, in the ordinary course of business.

(qq) The term “Person” means any natural person, corporation, partnership, trust, limited liability company, association or similar entity, or any “group” of such Persons that would be treated as a single “Person” under Section 13(d) of the Exchange Act.

(rr) The term “Preferred Incurrence Covenant” has the meaning assigned to such term in Section 3.3(b).

(ss) The term “Preferred Ratio” means, as of any date, the ratio of (i) the sum of (x) the outstanding aggregate amount of Series 1 Preferred Stock (or, for any date prior to the Effective Time, the SoFi Series 1 Preferred Stock, treating the SoFi Series 1 Preferred Stock as if it were the Series 1 Preferred Stock and treating SoFi as if it were the Company, *mutatis mutandis*) (with each such share of Series 1 Preferred Stock valued at the Series 1 Price (as defined in the Certificate of Incorporation) plus an amount equal to any accumulated but unpaid dividends thereon (whether or not authorized or declared and after giving effect to any applicable Default Increase (as defined in the Certificate of Incorporation)) to, but excluding, such date plus (y) the outstanding aggregate amount of any Series 1 Parity Stock (with each such share of such equity securities valued in a similar manner to the Series 1 Preferred Stock) ((x) and (y) together, “Preferred Securities”) to (ii) Consolidated Tangible Net Worth, in each case on such date.

(tt) The term “Preferred Ratio Maintenance Covenant” has the meaning assigned to such term in Section 3.2(c).

(uu) The term “Purchase Money Indebtedness” means Indebtedness incurred to finance the acquisition, construction or improvement of any fixed or capital asset to the extent incurred prior to or within 180 days following such acquisition, construction or improvement.

(vv) The term “QIA” means QIA FIG Holding LLC.

(ww) The term “Qualified Equity Interests” means Equity Interests other than Disqualified Equity Interests.

(xx) The term “Refinancing Indebtedness” means refinancings, extensions, renewals, or replacements of Indebtedness so long as (i) such refinancings, renewals, or extensions do not result in an increase in the principal amount of the Indebtedness so refinanced, renewed, or extended, other than by the amount equal to premium or other amount paid, and fees and expenses incurred, in connection with such refinancing, extensions, renewals or replacements and by the amount of unfunded commitments with respect thereto, (ii) the Refinancing Indebtedness is incurred by Persons who are the obligors of the original Indebtedness being refinanced and/or, in the case of Indebtedness of SoFi, the Company and (iii) the terms of any such Refinancing Indebtedness that are not substantially identical to the original Indebtedness being refinanced are not materially more favorable (taken as a whole) to the investors providing such Refinancing Indebtedness than those applicable to the original Indebtedness being refinanced, as determined by the Company or SoFi in good faith.

(yy) The term “Restricted Subsidiary” means any Subsidiary of the Company that is not an Unrestricted Subsidiary.

(zz) The term “SEC” means the U.S. Securities and Exchange Commission.

(aaa) The term “Securities Act” means the U.S. Securities Act of 1933, as amended (and any successor thereto) and the rules and regulations promulgated thereunder.

(bbb) The term “Series 1 Reference Price” has the meaning assigned to such term in the Merger Agreement.

(ccc) The term “Series H Preferred Stock” has the meaning set forth in the Merger Agreement.

(ddd) The term “SoFi” has the meaning assigned to such term in the Recitals.

(eee) The term “SoFi Registrable Securities” means “Registrable Securities” as such term is defined in the SoFi Series 1 Preferred Stock Investors’ Agreement.

(fff) The term “SoFi Series 1 Preferred Stock” has the meaning assigned to such term in the Recitals.

(ggg) The term “SoFi Series 1 Preferred Stock Investors’ Agreement” has the meaning assigned to such term in the Recitals.

(hhh) The term “Special Payment” has the meaning assigned to such term in Section 3.6(b).

(iii) The term “Special Payment Triggering Event” has the meaning assigned to such term in Section 3.6(a).

(jjj) The term “Special Purpose Financing Subsidiary” means (i) a direct or indirect Subsidiary of the Company established in connection with a Permitted Asset-Based Financing (including the issuers of the Initial Closing Date Financing Arrangements) for the acquisition, sale or financing of Financing Assets or interests therein, and which is organized in a manner (as determined by the Company or SoFi in good faith) intended to reduce the likelihood that it would be substantively consolidated with the Company or any of the Subsidiaries (other than Special Purpose Financing Subsidiaries) in the event the Company or any such Subsidiary becomes subject to a proceeding under the U.S. Bankruptcy Code (as defined in the Credit Agreement) (or other insolvency law) and (ii) any Subsidiary of a Special Purpose Financing Subsidiary.

(kkk) The term “Subsidiary” means, for any time (a) at or following the Effective Time, any subsidiary of the Company, including SoFi, and (b) prior to the Effective Time, any subsidiary of SoFi.

(lll) The term “subsidiary” means, with respect to any Person (the “parent”) at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, Controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent and which is required by GAAP to be consolidated in the consolidated financial statements of the parent.

(mmm) The term “Third Party Funds” means any accounts or funds, or any portion thereof, received by the Company or any of the Restricted Subsidiaries as agent on behalf of third parties in accordance with a written agreement that imposes a duty upon the Company or one or more of the Restricted Subsidiaries to collect and remit those funds to such third parties.

(nnn) The term “Unrestricted Subsidiary” means any Subsidiary of the Company that is designated as, and continues to be, an unrestricted subsidiary from time to time under the Amended Credit Agreement.

(ooo) The term “Warehouse Facility” means any debt facility entered into by SoFi (at or prior to the Effective Time), the Company (after the Effective Time) or any Subsidiary for the purpose of financing the origination of loan products.

2. **Reserved.**

3. **Covenants of the Company.**

3.1 **Reserved.**

3.2 **Financial Covenants.** For as long as the Series 1 Preferred Stock shall be outstanding, the Company shall not permit any of the following to occur, which such occurrence shall constitute a “Financial Covenant Default”:

(a) Consolidated Tangible Net Worth as of the end of any fiscal year of the Company (or for the fiscal year ended December 31, 2020, the fiscal year of SoFi) to be less than 50% of Consolidated Tangible Net Worth of SoFi as of May 29, 2019 (after giving effect to the issuance of the SoFi Series 1 Preferred Stock on May 29, 2019) (the “CTNW Covenant”);

(b) the Leverage Ratio as of the end of any fiscal year of the Company (or for the fiscal year ended December 31, 2020, the fiscal year of SoFi) to be greater than 2.0 to 1.0 (the “Leverage Ratio Maintenance Covenant”);

(c) the Preferred Ratio as of the end of any fiscal year of the Company (or for the fiscal year ended December 31, 2020, the fiscal year of SoFi) to be greater than 1.0 to 1.0 (the “Preferred Ratio Maintenance Covenant”); and

(d) the Consolidated Tangible Net Worth as of the end of any fiscal year of the Company (or for the fiscal year ended December 31, 2020, the fiscal year of SoFi) to be less than the Minimum Equity Amount (the “Equity to Assets Covenant” and, together with the CTNW Covenant, the Leverage Ratio Maintenance Covenant and the Preferred Ratio Maintenance Covenant, the “Financial Covenants”).

(e) For purposes of this Section 3.2 and related definitions, any asset, liability, transaction or other accounting entry in existence as of immediately prior to May 29, 2019 and taken into account in calculating any amount reflected on the compliance certificate delivered as of May 29, 2019 by SoFi pursuant to the SoFi Series 1 Preferred Stock Investors’ Agreement, and any asset, liability, transaction or other accounting entry of a similar nature arising from and after May 29, 2019, shall be treated as such asset, liability, transaction or other accounting entry was treated or would have been treated as of immediately prior to May 29, 2019, and shall not be retested, recharacterized or subjected to any other accounting treatment from and after May 29, 2019.

3.3 **Incurrence Covenants.** For as long as the Series 1 Preferred Stock shall be outstanding, the Company shall not permit any of the following to occur, which such occurrence (together with any Incurrence Covenant Default occurring under the SoFi Series 1 Preferred Stock Investors’ Agreement prior to the Effective Time that is uncured as of the Effective Time)

shall constitute an “Incurrence Covenant Default” and, together with any Financial Covenant Default, a “Covenant Default”:

(a) the creation, incurrence, assumption or permitting to exist by the Company or any Restricted Subsidiary of any Indebtedness other than (the “Debt Incurrence Covenant”):

(i) Indebtedness consisting of cash management services, including treasury, depository, overdraft, credit or debit card, purchasing cards, electronic funds transfer, cash pooling arrangements and other cash management arrangements of the Company or any Subsidiary, in each case, in the ordinary course of business;

(ii) Indebtedness in respect of (1) bid bonds, performance bonds, surety bonds and similar obligations, in each case, incurred by Company or any of its Restricted Subsidiaries in the ordinary course of business, (2) appeal bonds in respect of judgments not constituting a Default or an Event of Default (each as defined in the Credit Agreement) under the terms of the Credit Agreement, and (3) guarantees or obligations with respect to letters of credit supporting such bid bonds, performance bonds, surety bonds, appeal bonds and similar obligations;

(iii) Indebtedness representing the financing of insurance premiums in the ordinary course of business;

(iv) Guarantees of Indebtedness of the Company or any Restricted Subsidiary so long as such guaranteed Indebtedness is permitted hereunder;

(v) (1) Indebtedness constituting Capital Lease Obligations and Purchase Money Indebtedness and any Refinancing Indebtedness in respect thereof; *provided* that the aggregate principal amount of Indebtedness pursuant to this clause (v) shall not exceed \$250,000,000 at any time outstanding, and (2) any Refinancing Indebtedness in respect thereof;

(vi) (1) Indebtedness in an aggregate principal amount at any time outstanding not to exceed the sum of (i) \$500,000,000 plus (ii) so long as the Company or SoFi, as applicable, has provided the financial statements described in Section 3.4(a) or 3.4(b) or the financial statements described in Section 3.4(a) or 3.4(b) of the SoFi Series 1 Preferred Stock Investors’ Agreement, as applicable, any additional or other amount of Indebtedness, so long as, solely in this case of this clause (ii), the Leverage Ratio does not exceed 1.00 to 1.00, determined on a pro forma basis after giving effect to such Indebtedness as of the end of the most recently ended fiscal quarter of the Company for which financial statements have been delivered (or, for any fiscal quarter ended prior to the Effective Time, the most recently ended fiscal quarter of SoFi for which financial statements have been delivered pursuant to the SoFi Series 1 Preferred Stock Investors’ Agreement, treating such financial statements as if they were the financial statements of the Company and treating SoFi as if it were the Company, *mutatis mutandis*) and treating any New Commitments (as defined in Section 2.18(a) of the Credit Agreement) incurred on such date (or, in the case of a Limited Conditionality Acquisition (as defined in the Credit Agreement), to be incurred in connection with such acquisition) and any such Indebtedness consisting of a revolving credit facility, together with all Commitments (as defined in the Credit

Agreement), as fully drawn; *provided*, that, in the case of any such Indebtedness the proceeds of which are to be used primarily to consummate a Limited Conditionality Acquisition substantially concurrently with the issuance or incurrence of such Indebtedness, the Leverage Ratio shall be determined on the date the acquisition agreement with respect to such Limited Conditionality Acquisition is signed and not on the date such Indebtedness is incurred or issued; and (2) any Refinancing Indebtedness in respect of Indebtedness incurred under clause (vi)(1)(ii);

(vii) Obligations (as defined in the Credit Agreement) under the Amended Credit Agreement;

(viii) Indebtedness under letters of credit permitted to be incurred under the terms of the Credit Agreement and denominated in currencies not available under the terms of the Credit Agreement;

(ix) Indebtedness between or among the Company and any Restricted Subsidiary; and

(x) Indebtedness incurred in connection with any Permitted Asset-Based Financing, including any Guarantee thereof; and

(b) the issuance of any Series 1 Parity Stock (including additional shares of Series 1 Preferred Stock), unless the Company or SoFi, as applicable, has provided the financial statements described in Section 3.4(a) or 3.4(b) or the financial statements described in Section 3.4(a) or 3.4(b) of the SoFi Series 1 Preferred Stock Investors' Agreement, as applicable, and the Preferred Ratio does not exceed 0.5 to 1.00, determined on a pro forma basis after giving effect to such issuance, as of the end of the most recently ended fiscal quarter of the Company for which financial statements have been delivered (or, for any fiscal quarter ended prior to the Effective Time, the most recently ended fiscal quarter of SoFi for which financial statements have been delivered pursuant to the SoFi Series 1 Preferred Stock Investors' Agreement, treating such financial statements as if they were the financial statements of the Company and treating SoFi as if it were the Company, *mutatis mutandis*) (the "Preferred Incurrence Covenant") and, together with the Debt Incurrence Covenant, the "Incurrence Covenants", and together with the Financial Covenants, the "Covenants").

The Company will furnish to each Investor, prompt written notice of the occurrence of any Incurrence Covenant Default. Each such notice shall be accompanied by a statement of a Financial Officer or other executive officer of the Company setting forth the details of such Incurrence Covenant Default and any action taken or proposed to be taken with respect thereto.

3.4 Financial Statements and Other Information. For as long as the Series 1 Preferred Stock shall be outstanding, the Company shall deliver to QIA (so long as it holds any shares of Series 1 Preferred Stock) and, upon request, each other Investor who owns at least 250,000 shares (subject to adjustment for stock splits, stock dividends, reclassifications or the

like) of Series 1 Preferred Stock (other than an Investor reasonably deemed by the Company to be a competitor of the Company):

(a) within 90 days after each fiscal year end of the Company, its audited consolidated balance sheet and related statements of income and cash flows as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by Deloitte LLP, or other independent public accountants of recognized national standing (without a “going concern” or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied (or, for any fiscal year ended prior to the Effective Time, the audited consolidated balance sheet and related statements of income and cash flows for SoFi as of the end of and for such fiscal year, treating such fiscal year as if it were the fiscal year of the Company and treating SoFi as if it were the Company, *mutatis mutandis*);

(b) within 45 days after the end of each fiscal quarter of each fiscal year of the Company (including the fourth quarter of each fiscal year), its consolidated balance sheet and related statement of income 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 or periods of (or, in the case of the balance sheet, as of the end of) the previous fiscal year, all certified by one of its Financial Officers as presenting fairly in all material respects the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes (or, for any fiscal quarter ended prior to the Effective Time, the consolidated balance sheet and related statements of income for SoFi as of the end of and for such fiscal quarter, treating such fiscal quarter as if it were the fiscal quarter of the Company and treating SoFi as if it were the Company, *mutatis mutandis*);

(c) concurrently with delivery of any financial statements under clause (a) above, a compliance certificate of a Financial Officer of the Company in substantially the form of Exhibit 3.4(c) attached hereto (each, a “Compliance Certificate”) (i) certifying as to whether a Covenant Default has occurred and is continuing as of the date thereof and, if a Covenant Default has occurred and is continuing as of the date thereof, specifying the details thereof and any action taken or proposed to be taken with respect thereto, (ii) setting forth reasonably detailed calculations demonstrating compliance with Section 3.2 as of the last day of the applicable fiscal year for which such Compliance Certificate is being delivered, (iii) if and to the extent that any change in GAAP that has occurred since December 31, 2018 had an impact on such financial statements, setting forth a statement of reconciliation conforming such financial statements to GAAP, *provided* that such statement of reconciliation shall be required only if and to the extent necessary for the determination of compliance with Section 3.2, and (iv) certifying as to the current list of Unrestricted Subsidiaries; and

(d) concurrently with any delivery of financial statements under clause (a) or (b) above, the Company shall provide unaudited financial statements of the character and for

the dates and periods as in such clauses (a) and (b) covering the Unrestricted Subsidiaries on a combined basis (if any), together with a consolidating statement reflecting eliminations or adjustments required to reconcile the financial statements of such Unrestricted Subsidiaries to the financial statements delivered pursuant to such clauses (a) and (b); *provided* that the Company shall not be required to provide such financial statements unless the Company compiles such combined financial statements as part of its regular internal reporting processes or is able to compile such combined financial statements without undue effort or expense.

For so long as the Company is subject to the periodic reporting requirements of Sections 13 or 15(d) of the Exchange Act, the Company may satisfy its obligation to furnish the information required to be delivered pursuant to Section 3.4(a) and 3.4(b) by complying with the periodic reporting requirements under Sections 13 or 15(d) of the Exchange Act, and if so filed such information shall be deemed to have been delivered on the date on which the Company posts such information, or provides a link thereto on the Company's website on the Internet on any investor relations page at <http://www.sofi.com> (or any successor page), or the date on which such information is posted at <http://www.sec.gov>. Notwithstanding anything else in this Section 3.4 to the contrary, the Company may cease providing the information set forth in this Section 3.4(a), (b) and (d) during the period starting with the date 60 days before the Company's good-faith estimate of the date of filing of a registration statement with the SEC under the Securities Act if it reasonably concludes it must do so to comply with the SEC rules applicable to such registration statement and related offering.

3.5 Retesting Non-Compliant Covenants; Cure Period.

(a) In the event that any Compliance Certificate evidences noncompliance with any Financial Covenant contained in Section 3.2 as of the end of any fiscal year (a "Noncompliant Covenant"), Consolidated Tangible Net Worth as of the end of the most recent fiscal year of the Company (or, for any fiscal year ended prior to the Effective Time, as of the end of the most recent fiscal year of SoFi, treating such fiscal year as if it were the fiscal year of the Company and treating SoFi as if it were the Company, *mutatis mutandis*) used to calculate such Noncompliant Covenant shall be retested using the asset values as of the end of such fiscal year determined pursuant to the Alternative Methodology. If such Noncompliant Covenant meets the applicable compliance requirements with using the Alternative Methodology, such Financial Covenant shall be deemed to be in compliance for the relevant period and cause no Financial Covenant Default.

(b) In the event of a Covenant Default, and such Covenant Default is not cured within 180 days following (i) in the case of any Financial Covenant Default, the end of the fiscal year during which such Financial Covenant Default occurred, or (ii) in the case of any Incurrence Covenant Default, the occurrence of such Incurrence Covenant Default (such period with respect to each such Covenant Default, the "Cure Period"), the Default Increase (as defined in the Certificate of Incorporation) shall apply (for the avoidance of doubt, without duplication, regardless of whether there is more than one Covenant Default that remains uncured at the expiration of the Cure Period) in respect of any new dividends declared following the expiration of the Cure Period (but not dividends, if any, then in arrears) on the Series 1 Preferred Stock in accordance with the Certificate of Incorporation.

The Default Increase, if applicable, shall apply until the applicable Covenant Default is cured or a Put Right (as defined in the Certificate of Incorporation) is exercised and all shares of Series 1 Preferred Stock that are subject to such Put Right have been repurchased by the Company in accordance with the Certificate of Incorporation.

(c) For the purpose of curing any Covenant Default, any change in the outstanding amount of Indebtedness, Preferred Securities, other equity securities of the Company or assets or liabilities included in the calculation of Consolidated Tangible Net Worth (and the resulting change in Consolidated Tangible Net Worth, if any) during the Cure Period will be given pro forma effect from the respective balance measured as of (i) in the case of any Financial Covenant Default, the end of the fiscal year during which Financial Covenant Default occurred, or (ii) in the case of any Incurrence Covenant Default, the end of the fiscal quarter against which such Incurrence Covenant Default was measured. No other changes will be taken into account in measuring the efficacy of the cure.

3.6 Special Payment.

(a) The “Special Payment Triggering Event” shall occur upon (and only upon) and as a result of the Effective Time. Following payment of the Special Payment upon the Special Payment Triggering Event, the Company’s obligation to pay the Special Payment shall be discharged in full. For the avoidance of doubt, in no circumstance shall a Special Payment be payable more than once.

(b) The “Special Payment” shall be an amount for each share of SoFi Series 1 Preferred Stock with respect to which a holder of SoFi Series 1 Preferred Stock is entitled to receive a Special Payment pursuant to the Merger Agreement equal to (a) the product of (i) the amount (if positive, otherwise zero) by which \$19.2952 per share (as adjusted for stock splits, stock dividends, reclassification and the like) exceeds the Series 1 Reference Price (as adjusted for stock splits, stock dividends, reclassification and the like) and (ii) the number of outstanding shares of Series H Preferred Stock held by such holder as of immediately prior to the Effective Time; divided by (b) the number of outstanding shares of SoFi Series 1 Preferred Stock held by such holder as of immediately prior to the Effective Time. QIA represents and warrants that it is foreign government eligible for an exemption from U.S. federal withholding pursuant to Section 892 of the Internal Revenue Code of 1986, as amended (the “Code”). Provided the Company receives a valid, duly executed IRS Form W-8EXP from QIA, the Company agrees that it shall not deduct or withhold from the Special Payment absent written advice (which does not have to be in the form of an opinion and which may be in the form of an email) from its tax counsel (experienced in withholding tax matters) concluding that, as a result of a change in law after the date of the Merger Agreement, the Company is required to deduct or withhold with respect to the Special Payment under the Code and the rules and regulations promulgated thereunder, or under any provision of state, local or foreign tax law. In such instance, (i) the Company shall promptly deliver to QIA a copy of such written advice, and (ii) the Company and its tax counsel shall consider in good faith any claim by QIA that, and shall reasonably cooperate with QIA to determine if, such withholding is not required, or may be reduced, under applicable law. If, following such consideration and cooperation, tax counsel for the Company advises the Company that such withholding is required, the Company shall be entitled to deduct and

withhold from the Special Payment any amounts required to be deducted and withheld with respect thereto under Code and the rules and regulations promulgated thereunder, or under any provision of state, local or foreign tax law. Any such amounts withheld and paid over to the appropriate taxing authority in accordance with this Section 3.6 shall be treated for all purposes of this Agreement as having been paid to QIA; provided, further, that the Company shall not be obligated to gross-up or indemnify QIA with respect to any withholding of any such amounts.

3.7 Repurchase of Series 1 Junior Stock. For as long as the Series 1 Preferred Stock shall be outstanding and the Company has not deferred any dividends on the Series 1 Preferred Stock, the Company shall not redeem, purchase or otherwise acquire for any consideration any Series 1 Junior Stock (as defined in the Certificate of Incorporation), or pay to or make available any moneys or other consideration for a sinking fund for the redemption of any such shares of Series 1 Junior Stock, unless the Company or SoFi, as applicable, has provided the financial statements described in Section 3.4(a) or 3.4(b) or the financial statements described in Section 3.4(a) or 3.4(b) of the SoFi Series 1 Preferred Stock Investors' Agreement, as applicable, and (x) such redemption, purchase or other acquisition (or payment or making available of moneys or other consideration) would not have resulted in a Financial Covenant Default (which for this purpose shall be measured as of the end of the most recently ended fiscal quarter of the Company for which financial statements have been delivered in accordance with Section 3.4(a) or 3.4(b), as applicable, or for any fiscal quarter ended prior to the Effective Time, shall be measured as of the end of the most recently ended fiscal quarter of SoFi for which financial statements have been delivered in accordance with Section 3.4(a) or 3.4(b), as applicable, of the SoFi Series 1 Preferred Stock Investors' Agreement, treating such financial statements as if they were the financial statements of the Company and treating SoFi as if it were the Company, *mutatis mutandis*), determined on a pro forma basis after giving effect to such redemption, purchase or other acquisition (or payment or making available of moneys or other consideration), as of the end of such fiscal quarter, and (y) immediately prior to such redemption, purchase or other acquisition (or payment or making available of moneys or other consideration) and after giving effect thereto, the Company could incur at least \$1 of additional Indebtedness without violating the provisions of Section 3.3(a)(vi), regardless of whether such redemption, purchase or other acquisition (or payment or making available of moneys or other consideration) would otherwise be permitted under the Certificate of Incorporation.

4. Confidentiality. Each Investor shall keep confidential and shall not disclose, divulge or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement, unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Section 4 by such Investor), (b) is or has been independently developed or conceived by such Investor without use of the Company's confidential information, or (c) is or has been made known or disclosed to such Investor by a third party without a breach of any obligation of confidentiality such third party may have to the Company; *provided*, however, that an Investor may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company; (ii) to any prospective purchaser of any shares of Series 1 Preferred Stock from such Investor, if such prospective purchaser agrees to be bound by the provisions of this Section 4; (iii) to any Affiliate, partner, member, stockholder, wholly

owned subsidiary, or prospective limited partner of such Investor in the ordinary course of business, *provided* that such Investor informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information; or (iv) as may otherwise be legally required (including without limitation, pursuant to securities laws and regulations and any rules of securities exchange and as requested by any regulatory or supervisory authority with authority over such Investor), *provided* that other than in the case of where such disclosure is made in connection with an examination by any regulatory or supervisory authority such Investor promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

5. Voting; Waivers.

5.1 Series 1 Director.

(a) **Election of Series 1 Director.** If the holders of a majority of the outstanding shares of Series 1 Preferred Stock shall be entitled to appoint a Series 1 Director (as defined in Article V(C)5(c) of the Certificate of Incorporation) pursuant to Article V(C)5(c) of the Certificate of Incorporation, then each Investor shall vote, or cause to be voted, all shares of Series 1 Preferred Stock owned by such Investor, or over which such Investor has voting control, as shall be necessary to ensure that the person designated by QIA to serve as the Series 1 Director is elected to the Board as the Series 1 Director, as long as QIA owns at least 50% of the difference of (x) the shares of Series 1 Preferred Stock held by QIA as of immediately following the Effective Time less (y) any shares of Series 1 Preferred Stock redeemed from QIA in a partial redemption of Series 1 Preferred Stock by the Company pursuant to the Certificate of Incorporation.

(b) Appointment of Series 1 Director.

(i) For so long as QIA is entitled to designate the Series 1 Director pursuant to this Section 5, in the event of the resignation, death, removal or disqualification of the Series 1 Director designated pursuant to Section 5, QIA shall promptly nominate a new director, and, after written notice of the nomination has been given by QIA to the other parties, each Investor shall vote, or cause to be voted, all shares of Series 1 Preferred Stock owned by such Investor, or over which such Investor has voting control, to elect such nominee to the Board in accordance with the terms of this Section 5.

(ii) Promptly after the resignation, death, removal or disqualification of a Series 1 Director designated pursuant to this Agreement, the Company will take such actions as may be commercially reasonable to assist QIA with exercising QIA's rights under Section 5.1(b)(i), if applicable.

(c) **Removal.** For so long as QIA is entitled to designate the Series 1 Director pursuant to this Section 5, QIA may remove the Series 1 Director at any time and from time to time, with or without cause (subject to the Bylaws of the Company as in effect from time to time and any requirements of law), in its sole discretion, and after written notice to each of the parties hereto of the new nominee to replace such Series 1 Director, each Investor shall vote, or cause to be voted, all shares of Series 1 Preferred Stock owned by such Investor, or

over which such Investor has voting control, to elect such nominee to the Board in accordance with the terms of this Section 5.

(d) **Grant of Proxy.** Upon the failure of any party to this Agreement to vote such party's shares of Series 1 Preferred Stock in accordance with the terms of this Section 5.1 within five days of QIA's written request for such vote, such party hereby appoints and constitutes QIA as the attorney and proxy of such party with the full power of substitution and resubstitution, to the full extent of such party's rights, with respect to all shares of Series 1 Preferred Stock owned by such Investor, which proxy (the "Proxy") shall be irrevocable until this Agreement terminates pursuant to its terms or this Section 5.1(d) is amended to remove such party's grant of proxy in accordance with Section 9.3, to vote all shares of Series 1 Preferred Stock then held by such party in the manner provided in this Section 5. The parties agree that the Proxy is coupled with an interest and is given to secure the performance of each party's duties under this Section 5.

(e) **Specific Enforcement.** It is agreed and understood that monetary damages would not adequately compensate QIA for the breach of this Section 5 by any other party, that this Section 5 shall be specifically enforceable and that any breach or threatened breach of this Section 5 shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

(f) **Indemnification.** The Company and the Series 1 Director elected pursuant to this Section 5 shall execute the Company's standard form of indemnification agreement.

5.2 Waiver. The holders of the outstanding shares of Series 1 Preferred Stock hereby agree not (i) to waive any Dividend Default Put Right or Covenant Default Put Right (as such terms are defined in the Certificate of Incorporation) pursuant to Article V(C)4(e) of the Certificate of Incorporation, or (ii) provide any affirmative vote or consent pursuant to Article V(C)5(b) of the Certificate of Incorporation, in each case without the written consent of QIA, as long as QIA owns at least 50% of the difference of (x) the shares of Series 1 Preferred Stock held by QIA as of immediately following the Effective Time less (y) any shares of Series 1 Preferred Stock redeemed from QIA in a partial redemption of Series 1 Preferred Stock by the Company pursuant to the Certificate of Incorporation.

6. Reserved.

7. Reserved.

8. Termination of Agreement.

8.1 Termination Events. This Agreement shall terminate and have no further force or effect upon the earlier of:

(a) the liquidation, dissolution or indefinite cessation of the business operations of the Company;

(b) the execution by the Company of a general assignment for the benefit of creditors or the appointment of a receiver or trustee to take possession of the property and assets of the Company; or

(c) the date all of the shares of Series 1 Preferred Stock then outstanding are redeemed or are otherwise no longer issued and outstanding.

9. Miscellaneous.

9.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and supersedes any and all other written or oral agreements relating to the subject matter hereof existing between the parties hereto (including the SoFi Series 1 Preferred Stock Investors' Agreement). For the avoidance of doubt, except for the obligations of SoFi expressly set forth herein (including as a Subsidiary of the Company), if any, SoFi shall not have any obligations hereunder.

9.2 Successors and Assigns; Third Party Beneficiaries. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors, assigns and legal representatives of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors, assigns and legal representatives any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

9.3 Amendments and Waivers. Except as provided in Section 5.2, any term of this Agreement may be amended or waived only with the written consent of (a) the Company, (b) with respect to amendments of any specific right or obligation of QIA (as compared to all Investors) pursuant to this Agreement, QIA (as long as QIA owns at least 50% of the difference of (x) the shares of Series 1 Preferred Stock held by QIA as of immediately following the Effective Time less (y) any shares of Series 1 Preferred Stock redeemed from QIA in a partial redemption of Series 1 Preferred Stock by the Company pursuant to the Certificate of Incorporation) and (c) the holders of at least a majority of the shares of Series 1 Preferred Stock then outstanding. Notwithstanding the foregoing, this Agreement may not be amended and the observance of any term hereunder may not be waived with respect to any Investor without the written consent of such Investor if such amendment or waiver would alter, change or waive the rights or obligations of such Investor in a manner that is materially and adversely different than, or materially disproportionate to, the treatment by such amendment or waiver of the rights or obligations of all other Investors. Any amendment or waiver effected in accordance with this Section 9.3 shall be binding upon the Company, each Investor, and each of their respective successors and assigns.

9.4 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier or sent by email or fax (upon customary confirmation of receipt), or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to

the party to be notified only at such party's address or fax number as set forth on the signature page or Schedule 1 hereto, or as subsequently modified by written notice.

9.5 Aggregation of Stock. All shares of capital stock of the Company held or acquired by Affiliated Persons shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliated Persons may apportion such rights as among themselves in any manner they deem appropriate.

9.6 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of this Agreement shall be interpreted as if such provision were so excluded and (c) the balance of this Agreement shall be enforceable in accordance with its terms.

9.7 Governing Law; Jurisdiction. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of the State of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of the State of Delaware or the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

9.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

9.9 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

[Signature Pages Follow]

The parties have executed this Amended and Restated Series 1 Preferred Stock Investors' Agreement as of the date first written above.

THE ACQUIROR:

SOCIAL CAPITAL HEDOSOPHIA HOLDINGS CORP. V

By: Chamath Palihapitiya
(Signature)

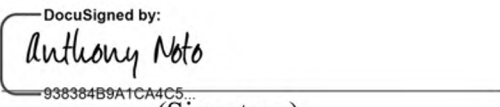
Name: Chamath Palihapitiya
Title: Chief Executive Officer

Address:
317 University Ave, Suite 200
Palo Alto, California 94301

The parties have executed this Amended and Restated Series 1 Preferred Stock Investors' Agreement as of the date first written above.

SOFI (as assignor):

SOCIAL FINANCE, INC.

By:  (Signature)

Name: Anthony Noto

Title: Chief Executive Officer

Address:

234 1st Street

San Francisco, CA 94105


The parties have executed this Amended and Restated Series 1 Preferred Stock Investors' Agreement as of the date first written above.

SILVER LAKE PARTNERS IV, L.P.

By: SILVER LAKE TECHNOLOGY
ASSOCIATES IV, L.P., its general partner

By: SLTA IV (GP), L.L.C., its general partner

By: SILVER LAKE GROUP, L.L.C., its managing
member

By: 
Name: Michael Bingle
Title: Managing Director

Address:
Silver Lake Partners
55 Hudson Yards
550 West 34th Street
40th Floor
New York, NY 10001
Attn: Mike Bingle
Andrew J. Schader
Fax: (212) 981-3564

A copy (which shall not constitute notice)
shall also be sent to:

Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, California 94304
Attention: Atif Azher
Email: aazher@stblaw.com


The parties have executed this Amended and Restated Series 1 Preferred Stock Investors' Agreement as of the date first written above.

**SILVER LAKE TECHNOLOGY INVESTORS IV
(DELAWARE II), L.P.**

By: SILVER LAKE TECHNOLOGY
ASSOCIATES IV, L.P., its general partner

By: SLTA IV (GP), L.L.C., its general partner

By: SILVER LAKE GROUP, L.L.C., its managing
member

By: 
Name: Michael Bingle
Title: Managing Director

Address:
Silver Lake Partners
55 Hudson Yards
550 West 34th Street
40th Floor
New York, NY 10001
Attn: Mike Bingle
Andrew J. Schader
Fax: (212) 981-3564

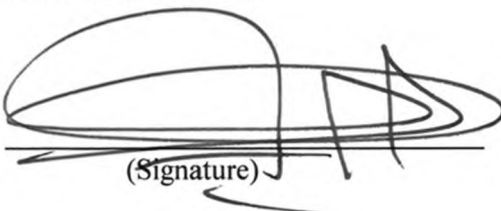
A copy (which shall not constitute notice)
shall also be sent to:

Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, California 94304
Attention: Atif Azher
Email: aazher@stblaw.com

The parties have executed this Amended and Restated Series 1 Preferred Stock Investors' Agreement as of the date first written above.

THE INVESTORS:

QIA FIG HOLDING LLC

By: 
(Signature)

Name: Ahmad Mohammed Al-Khanji

Title: Director

Address:: Ooredoo Tower (Building 14), Al Dafna Street (Street 801), Al Dafna (Zone 61),
Doha, Qatar

**SIGNATURE PAGE TO AMENDED AND RESTATED SERIES 1 PREFERRED
STOCK INVESTORS' AGREEMENT**

SJL

The parties have executed this Amended and Restated Series 1 Preferred Stock Investors' Agreement as of the date first written above.

THE INVESTORS:

ANTHONY NOTO

By: 
 938384B9A1CA4C5...
 (Signature)

Name: Anthony Noto
Address: c/o Social Finance, Inc.
234 1st Street
San Francisco CA 94105

Schedule 1
INVESTORS

QIA FIG HOLDING LLC

Office of the Legal Department Director
Legal Department
Qatar Investment Authority
Ooredoo Tower
Diplomatic Area Street, West Bay
Doha, Qatar
Email: notices.legal@qia.qa;
notices.M&A@qia.qa;
notices.FIG@qia.qa

A copy (which shall not constitute notice) shall also be sent to:

Shearman & Sterling LLP
535 Mission Street, 25th Floor
San Francisco, CA 94105
Attn: Michael S. Dorf (mdorf@shearman.com)

SILVER LAKE PARTNERS IV, L.P.

c/o Silver Lake Partners
9 West 57th Street
32nd Floor
New York, NY 10019

SILVER LAKE TECHNOLOGY INVESTORS IV (DELAWARE II), L.P.

c/o Silver Lake Partners
9 West 57th Street
32nd Floor
New York, NY 10019

ANTHONY NOTO

c/o Social Finance, Inc.
234 1st Street
San Francisco, CA 94105

Exhibit 3.4(c)

FORM OF COMPLIANCE CERTIFICATE

This Compliance Certificate is delivered to you pursuant to Section 3.4(c) of the Amended and Restated Series 1 Preferred Stock Investors' Agreement, dated as of [●], 2021 (as it may be amended, restated, amended and restated, supplemented, extended or modified from time to time, the "**Series 1 Investors' Agreement**"), by and among [NEWCO], a Delaware corporation. (the "**Company**") and the holders of Series 1 Preferred Stock of the Company listed on Schedule 1 thereto. Terms defined in the Series 1 Investors' Agreement and not otherwise defined herein are used herein as therein defined.

1. I am the duly elected, qualified and acting []¹ of the Company.
2. I have reviewed and am familiar with the contents of this Compliance Certificate and I have reviewed the terms of the Series 1 Investors' Agreement. I am providing this Compliance Certificate solely in my capacity as an officer of the Company.
3. The financial statements for the fiscal year of [the Company][SoFi] ended [_,_] are attached hereto as ANNEX 1 or have been otherwise delivered pursuant to the requirements of Section 3.4 of the Series 1 Investors' Agreement (the "**Financial Statements**").
4. No Covenant Default has occurred and is continuing as of the date hereof[, except for_] ².
5. Attached hereto as ANNEX 2 are the computations required by Section 3.4(c)(ii) of the Series 1 Investors' Agreement.³
6. [Attached hereto as ANNEX 3 is the statement of reconciliation required by Section 3.4(c)(iii) of the Series 1 Investors' Agreement.]⁴

¹ Certificate may be signed by any Financial Officer of the Company (any of the chief financial officer, principal accounting officer, vice president of finance or corporate controller or most senior financial officer of the Company).

² Specify the details of any Covenant Default, if any, and any action taken or proposed to be taken with respect thereto.

³ Set forth reasonably detailed calculations demonstrating compliance with Section 3.2 of the Series 1 Investors' Agreement as of the last day of the applicable fiscal year for which the Compliance Certificate is being delivered.

⁴ If and to the extent that any change in GAAP that has occurred since the date of the audited financial statements of SoFi as of and for the period ended December 31, 2019 provided to the Investors pursuant to the SoFi Series 1 Preferred Stock Investors' Agreement had an impact on such financial statements, include a statement of reconciliation conforming such financial statements to GAAP to the extent required pursuant to Section 3.2 of the Series 1 Investors' Agreement.

7. [Attached hereto as ANNEX 4 is a list of each Unrestricted Subsidiary of the Company as of the date of delivery of this Compliance Certificate (to the extent that there have been any changes in the list of Unrestricted Subsidiaries since the most recent list provided).]

IN WITNESS WHEREOF, I have executed this Compliance Certificate as of the date first written above.

[NEWCO]

By: _____
Name:
Title:

ANNEX 1

[Applicable Financial Statements to be attached]

ANNEX 2

The information described herein is as of [_,_] ⁵, (the “**Computation Date**”) and, except as otherwise indicated below, pertains to the period from [_,_] ⁶ to the Computation Date (the “**Relevant Period**”).

Consolidated Tangible Net Worth for the Relevant Period ended on the Computation Date	Amount
--	---------------

- | | |
|--|----|
| 1. Stockholders’ equity as set forth on the most recent quarterly or annual consolidated balance sheet of the Company and its Subsidiaries (or, for any balance sheet dated prior to the Effective Time, the most recent quarterly or annual consolidated balance sheet of SoFi and its Subsidiaries, treating such balance sheet as if it were the balance sheet of the Company and treating SoFi as if it were the Company, <i>mutatis mutandis</i>) (excluding the Series 1 Preferred Stock (or, for any balance sheet dated prior to the Effective Time, the SoFi Series 1 Preferred Stock) and any other Disqualified Equity Interests then outstanding and including any Qualified Equity Interests then outstanding) | \$ |
|--|----|

Less

- | | |
|---|----|
| 2. All intangible items included therein, including, without limitation, goodwill, franchises, licenses, patents, trademarks, trade names, copyrights, service marks, brand names and write-ups of intangible assets (but only to the extent that such items would be included on a consolidated balance sheet of the Company and its Subsidiaries in accordance with GAAP) | \$ |
|---|----|

\$

Leverage Ratio for the Relevant Period ended on the Computation Date	Amount
---	---------------

- | | |
|--|----|
| 1. Total Indebtedness of the Company and its Restricted Subsidiaries | \$ |
| 2. Consolidated Tangible Net Worth | \$ |

\$

⁵ Insert the last day of the respective fiscal year covered by the financial statements which are required to be accompanied by this Compliance Certificate.

⁶ Insert the first day of the respective fiscal year ended on the Computation Date.

Preferred Ratio for the Relevant Period ended on the Computation Date	Amount
---	--------

- | | |
|---|----------|
| 1. The outstanding aggregate amount of Series 1 Preferred Stock (with each such share of Series 1 Preferred Stock valued at the Series 1 Price (as defined in the Certificate of Incorporation) plus an amount equal to any accumulated but unpaid dividends thereon (whether or not authorized or declared and after giving effect to any applicable Default Increase (as defined in the Certificate of Incorporation)) to, but excluding, such date | \$ |
| <i>Plus</i> | |
| 2. The outstanding aggregate amount of any Series 1 Parity Stock (as defined in the Certificate of Incorporation) (with each such share of such equity securities valued in a similar manner to the Series 1 Preferred Stock) | \$ |
| 3. Consolidated Tangible Net Worth | \$ _____ |

Equity to Assets Covenant	Amount
---------------------------	--------

- | | |
|--|----|
| 1. Consolidated Tangible Net Worth | \$ |
| 2. Consolidated tangible assets as set forth on the most recent quarterly or annual consolidated balance sheet of the Company and its Subsidiaries as of such date (or, for any balance sheet dated prior to the Effective Time, the most recent quarterly or annual consolidated balance sheet of SoFi and its Subsidiaries as of such date, treating such balance sheet as if it were the balance sheet of the Company and treating SoFi as if it were the Company, <i>mutatis mutandis</i>); less the amount of trust assets such as the credit card and HELOC or other asset classes in which the Company or a Subsidiary does not hold economic interests in the static pool supporting the issued bonds, but holds the transferor's interest or variable funding note, and the Company is required to consolidate such assets on the consolidated balance sheet of the Company and its Subsidiaries; less the amount of all assets held in any brokerage Subsidiary of the Company less (a) student loans, (b) personal loans, (c) mortgage loans, (d) servicing rights, (e) residual bonds, (f) credit card receivables, (g) receivables assets (unrelated to the brokerage business as determined by the Company in good faith), (h) any securities issued by, and any Equity Interests of, any Special Purpose Financing Subsidiary or any Subsidiary of a | \$ |

Special Purpose Financing Subsidiary and any rights under any limited liability company agreement, trust agreement, shareholders agreement, organizational or formation documents or other agreement entered into in furtherance of the organization of such entity, and (i) any other assets and property to the extent securitized by the Company (unrelated to the brokerage business as determined by the Company in good faith); multiplied by 10%

3.	Custody Assets multiplied by 4%	\$
		<hr/>
		\$

EXHIBIT 5

Registration Rights Agreement

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this “**Agreement**”), dated as of [●], 2021, is made and entered into by and among [SoFi Technologies, Inc.], a Delaware corporation (the “**Company**”) (formerly known as Social Capital Hedosophia Holdings Corp. V, a Cayman Islands exempted company limited by shares prior to its domestication as a Delaware corporation), SCH Sponsor V LLC, a Cayman Islands limited liability company (the “**Sponsor**”), certain stockholders of Social Finance, Inc., a Delaware corporation (“**SoFi**”), as set forth on Schedule 1 hereto (such stockholders, the “**SoFi Holders**”), Jay Parikh and Jennifer Dulski (together with Jay Parikh, the “**Director Holders**”) and the parties set forth on Schedule 2 hereto¹ (collectively, the “**Investor Stockholders**” and, collectively with the Sponsor, the SoFi Holders, the Director Holders and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.2 or Section 5.10 of this Agreement, the “**Holders**” and each, a “**Holder**”).

RECITALS

WHEREAS, the Company, the Sponsor and the Director Holders are party to that certain Registration Rights Agreement, dated as of October 8, 2020 (the “**Original RRA**”);

WHEREAS, the Company has entered into that certain Agreement and Plan of Merger, dated as of January 7, 2021, (as it may be amended or supplemented from time to time, the “**Merger Agreement**”), by and among the Company, SoFi and the other parties thereto;

WHEREAS, on the date hereof, pursuant to the Merger Agreement, the SoFi Holders received shares of [Common Stock], par value \$0.0001 per share (the “**Common Stock**”), of the Company;

WHEREAS, on the date hereof, the Investor Stockholders purchased an aggregate of [20,000,000] shares of Common Stock (the “**Investor Shares**”) in a transaction exempt from registration under the Securities Act pursuant to the respective Subscription Agreements, each dated as of [●], 2021, entered into by and between the Company and each of the Investor Stockholders (each, a “**Subscription Agreement**” and, collectively, the “**Subscription Agreements**”);

WHEREAS, pursuant to Section 5.5 of the Original RRA, the provisions, covenants and conditions set forth therein may be amended or modified upon the written consent of the Company and the Holders (as defined in the Original RRA) of at least a majority-in-interest of the Registrable Securities (as defined in the Original RRA) at the time in question, and the Sponsor and the Director Holders are Holders in the aggregate of at least a majority-in-interest of the Registrable Securities as of the date hereof; and

¹ Note to Draft: To be entities designated by Sponsor. Parties to discuss which entities would be a party to this Agreement in light of the MFN in the Subscription Agreements.

WHEREAS, the Company, the Sponsor and the Director Holders desire to amend and restate the Original RRA in its entirety and enter into this Agreement, pursuant to which the Company shall grant the Holders certain registration rights with respect to certain securities of the Company, as set forth in this Agreement, and terminate the Original RRA.

NOW, THEREFORE, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

“Additional Holder” shall have the meaning given in Section 5.10.

“Additional Holder Common Stock” shall have the meaning given in Section 5.10.

“Adverse Disclosure” shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or the Chief Financial Officer of the Company, after consultation with counsel to the Company, (i) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (ii) would not be required to be made at such time if the Registration Statement were not being filed, declared effective or used, as the case may be, and (iii) either (A) could reasonably be expected to have a material adverse effect on the Company’s ability to effect a material proposed acquisition, disposition, financing, reorganization, recapitalization or similar transaction or (B) relates to information the accuracy of which has yet to be determined by the Company or which is the subject of an ongoing investigation or inquiry; *provided* that the Company takes all action as necessary to as expeditiously as possible make such determination and conclude such investigation or inquiry.

“Agreement” shall have the meaning given in the Preamble hereto.

“Block Trade” shall have the meaning given in Section 2.4.1.

“Board” shall mean the Board of Directors of the Company.

“Closing” shall have the meaning given in the Merger Agreement.

“Closing Date” shall have the meaning given in the Merger Agreement.

“Commission” shall mean the Securities and Exchange Commission.

“Common Stock” shall have the meaning given in the Recitals hereto.

“Company” shall have the meaning given in the Preamble hereto and includes the Company’s successors by recapitalization, merger, consolidation, spin-off, reorganization or similar transaction.

“Competing Registration Rights” shall have the meaning given in Section 5.7.

“Demanding Holder” shall have the meaning given in Section 2.1.4.

“Director Holders” shall have the meaning given in the Preamble hereto.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

“Form S-1 Shelf” shall have the meaning given in Section 2.1.1.

“Form S-3 Shelf” shall have the meaning given in Section 2.1.1.

“Holder Information” shall have the meaning given in Section 4.1.2.

“Holders” shall have the meaning given in the Preamble hereto, for so long as such person or entity holds any Registrable Securities.

“Investor Shares” shall have the meaning given in the Recitals hereto.

“Investor Stockholders” shall have the meaning given in the Preamble hereto.

“Joinder” shall have the meaning given in Section 5.10.

“Maximum Number of Securities” shall have the meaning given in Section 2.1.5.

“Merger Agreement” shall have the meaning given in the Recitals hereto.

“Minimum Takedown Threshold” shall have the meaning given in Section 2.1.4.

“Misstatement” shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus or necessary to make the statements in a Registration Statement or Prospectus (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading.

“Original RRA” shall have the meaning given in the Recitals hereto.

“Permitted Transferees” shall mean any person or entity to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities, including prior to the expiration of any lock-up period applicable to such Registrable Securities, subject to and in accordance with any applicable agreement between such Holder and/or their respective Permitted Transferees and the Company and any transferee thereafter.

“Piggyback Registration” shall have the meaning given in Section 2.2.1.

“Prospectus” shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

“Registrable Security” shall mean (a) any outstanding shares of Common Stock or any other equity security (including warrants to purchase shares of Common Stock and shares of Common Stock issued or issuable upon the exercise of any other equity security) of the Company held by a Holder immediately following the Closing (including any securities distributable pursuant to the Merger Agreement and any Investor Shares); (b) any Additional Holder Common Stock; and (c) any other equity security of the Company or any of its subsidiaries issued or issuable with respect to any securities referenced in clause (a) or (b) above by way of a stock dividend or stock split or in connection with a recapitalization, merger, consolidation, spin-off, reorganization or similar transaction; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities upon the earliest to occur of: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement by the applicable Holder; (B) so long as such Holder and its affiliates beneficially own less than one percent (1%) of the outstanding shares of the Common Stock in the aggregate, new certificates for such securities not bearing (or book entry positions not subject to) a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (C) such securities shall have ceased to be outstanding; (D) so long as such Holder and its affiliates beneficially own less than one percent (1%) of the outstanding shares of the Common Stock in the aggregate, such securities may be sold without registration pursuant to Rule 144 or any successor rule promulgated under the Securities Act (but with no volume or other restrictions or limitations including as to manner or timing of sale); (E) such securities have been sold without registration pursuant to Section 4(a)(1) of the Securities Act or Rule 145 promulgated under the Securities Act or any successor rules promulgated under the Securities Act; and (F) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

“Registration” shall mean a registration, including any related Shelf Takedown, effected by preparing and filing a registration statement, Prospectus or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

“Registration Expenses” shall mean the documented, out-of-pocket expenses of a Registration, including, without limitation, the following:

(A) all registration, listing and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any national securities exchange on which the Common Stock is then listed;

(B) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of outside counsel for the Underwriters in connection with blue

sky qualifications of Registrable Securities and the fees and expenses of any “qualified independent underwriter” as such term is defined in FINRA Rule 5121);

(C) printing, messenger, telephone and delivery expenses;

(D) fees and disbursements of counsel for the Company;

(E) fees and disbursements of all independent registered public accountants of the Company and any other persons, including special experts, retained by the Company, incurred in connection with such Registration;

(F) all expenses in connection with the preparation, printing and filing of a Registration Statement, any Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to any Holders, underwriters and dealers and all expenses incidental to delivery of the Registrable Securities;

(G) the expenses incurred in connection with making “road show” presentations and holding meetings with potential investors to facilitate the sale of Registrable Securities in an Underwritten Offering; and

(H) in an Underwritten Offering, reasonable fees and expenses of one (1) legal counsel selected by the majority-in-interest of the Demanding Holders.

“Registration Statement” shall mean any registration statement that covers Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

“Requesting Holders” shall have the meaning given in Section 2.1.5.

“Securities Act” shall mean the Securities Act of 1933, as amended from time to time.

“Shelf” shall mean the Form S-1 Shelf, the Form S-3 Shelf or any Subsequent Shelf Registration Statement, as the case may be.

“Shelf Registration” shall mean a registration of securities pursuant to a registration statement filed with the Commission in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).

“Shelf Takedown” shall mean an Underwritten Shelf Takedown or any proposed transfer or sale using a Registration Statement, including a Piggyback Registration.

“SoFi” shall have the meaning given in the Preamble hereto.

“SoFi Holders” shall have the meaning given in the Preamble hereto.

“Sponsor” shall have the meaning given in the Preamble hereto.

“Subsequent Shelf Registration Statement” shall have the meaning given in Section 2.1.2.

“Transfer” shall mean the (a) sale or assignment of, offer to sell, contract or agreement to sell, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).

“Underwriter” shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer’s market-making activities.

“Underwritten Offering” shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

“Underwritten Shelf Takedown” shall have the meaning given in Section 2.1.4.

“Withdrawal Notice” shall have the meaning given in Section 2.1.6.

ARTICLE II

REGISTRATIONS AND OFFERINGS

2.1 Shelf Registration.

2.1.1 Filing. As soon as practicable but no later than forty-five (45) calendar days following the Closing Date, the Company shall submit to or file with the Commission a Registration Statement for a Shelf Registration on Form S-1 (the ***“Form S-1 Shelf”***) or a Registration Statement for a Shelf Registration on Form S-3 (the ***“Form S-3 Shelf”***), if the Company is then eligible to use a Form S-3 Shelf, in each case, covering the resale of all the Registrable Securities (determined as of two (2) business days prior to such submission or filing) on a delayed or continuous basis and shall use its commercially reasonable efforts to have such Shelf declared effective as soon as practicable after the filing thereof, but no later than the earlier of (a) the ninetieth (90th) calendar day following the filing date thereof if the Commission notifies the Company that it will “review” the Registration Statement and (b) the tenth (10th) business day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be “reviewed” or will not be subject to further review. Such Shelf shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. The Company shall maintain a Shelf in accordance with the terms hereof, and shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements as may be necessary to keep a Shelf continuously effective, available for use to permit the Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. In the event the Company files a Form S-1 Shelf, the Company shall use its commercially reasonable efforts to convert the Form S-1 Shelf (and any Subsequent

Shelf Registration Statement) to a Form S-3 Shelf as soon as practicable after the Company is eligible to use Form S-3. The Company's obligation under this Section 2.1.1, shall, for the avoidance of doubt, be subject to Section 3.4.

2.1.2 Subsequent Shelf Registration. If any Shelf ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, the Company shall, subject to Section 3.4, use its commercially reasonable efforts to as promptly as is reasonably practicable cause such Shelf to again become effective under the Securities Act (including using its commercially reasonable efforts to obtain the prompt withdrawal of any order suspending the effectiveness of such Shelf), and shall use its commercially reasonable efforts to as promptly as is reasonably practicable amend such Shelf in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf or file an additional registration statement as a Shelf Registration (a "***Subsequent Shelf Registration Statement***") registering the resale of all Registrable Securities (determined as of two (2) business days prior to such filing). If a Subsequent Shelf Registration Statement is filed, the Company shall use its commercially reasonable efforts to (i) cause such Subsequent Shelf Registration Statement to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that the Subsequent Shelf Registration Statement shall be an automatic shelf registration statement (as defined in Rule 405 promulgated under the Securities Act) if the Company is a well-known seasoned issuer (as defined in Rule 405 promulgated under the Securities Act) at the most recent applicable eligibility determination date) and (ii) keep such Subsequent Shelf Registration Statement continuously effective, available for use to permit the Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. Any such Subsequent Shelf Registration Statement shall be on Form S-3 to the extent that the Company is eligible to use such form. Otherwise, such Subsequent Shelf Registration Statement shall be on another appropriate form. The Company's obligation under this Section 2.1.2, shall, for the avoidance of doubt, be subject to Section 3.4.

2.1.3 Additional Registrable Securities. Subject to Section 3.4, in the event that any Holder holds Registrable Securities that are not registered for resale on a delayed or continuous basis, the Company, upon written request of the Sponsor, a SoFi Holder, an Investor Stockholder or a Director Holder, shall cause the resale of such Registrable Securities to be covered by either, at the Company's option, any then available Shelf (including by means of a post-effective amendment) or by filing a Subsequent Shelf Registration Statement and cause the same to become effective as soon as practicable after such filing and such Shelf or Subsequent Shelf Registration Statement shall be subject to the terms hereof; provided, however, that the Company shall only be required to cause such Registrable Securities to be so covered twice per calendar year for each of the Sponsor, each SoFi Holder, each Investor Stockholder and each Director Holder; provided further that prior to making such filing with respect to any written request by a Holder, the Company shall notify the other Holders and provide such other Holders a reasonable opportunity to include additional Registrable Securities held by such other Holders in such filing.

2.1.4 Requests for Underwritten Shelf Takedowns. Subject to Section 3.4, at any time and from time to time when an effective Shelf is on file with the Commission, the Sponsor, an Investor Stockholder or a SoFi Holder (any of the Sponsor, an Investor Stockholder or a SoFi Holder being in such case, a "***Demanding Holder***") may request to sell all or any portion of its

Registrable Securities in an Underwritten Offering that is registered pursuant to the Shelf (each, an “**Underwritten Shelf Takedown**”); provided that the Company shall only be obligated to effect an Underwritten Shelf Takedown if such offering shall include Registrable Securities proposed to be sold by the Demanding Holder, either individually or together with other Demanding Holders, with a total offering price reasonably expected to exceed, in the aggregate, \$50²million (the “**Minimum Takedown Threshold**”). All requests for Underwritten Shelf Takedowns shall be made by giving written notice to the Company, which shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Shelf Takedown. Subject to Section 2.4.4, the Underwriters for such offering (which shall consist of one or more reputable nationally recognized investment banks) shall be selected by the majority-in-interest of the Demanding Holders, subject to the Company’s prior approval (which shall not be unreasonably withheld, conditioned or delayed). The Sponsor, an Investor Stockholder and a SoFi Holder may each demand not more than (i) one (1) Underwritten Shelf Takedown pursuant to this Section 2.1.4 within any six (6) month period or (ii) two (2) Underwritten Shelf Takedowns pursuant to this Section 2.1.4 in any twelve (12) month period. Notwithstanding anything to the contrary in this Agreement, the Company may affect any Underwritten Offering pursuant to any then effective Registration Statement, including a Form S-3, that is then available for such offering.

2.1.5 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Shelf Takedown, in good faith, advises the Company, the Demanding Holders and the Holders requesting piggy back rights pursuant to this Agreement with respect to such Underwritten Shelf Takedown (the “**Requesting Holders**”) (if any) in writing that the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other shares of Common Stock or other equity securities that the Company desires to sell and all other shares of Common Stock or other equity securities, if any, that have been requested to be sold in such Underwritten Offering pursuant to separate written contractual piggy-back registration rights held by any other stockholders, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the “**Maximum Number of Securities**”), then the Company shall include in such Underwritten Offering, before including any shares of Common Stock or other equity securities proposed to be sold by Company or by other holders of Common Stock or other equity securities, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities that each Demanding Holder and Requesting Holder (if any) has requested be included in such Underwritten Shelf Takedown and the aggregate number of Registrable Securities that the Demanding Holders and Requesting Holders have requested be included in such Underwritten Shelf Takedown) that can be sold without exceeding the Maximum Number of Securities.

² Note to GP: Underwriters have advised that \$100M is typically the min threshold for their participation in an underwritten offering. They may go down to \$50M in special circumstances but would not otherwise participate in a smaller offering.

2.1.6 Withdrawal. Prior to the filing of the applicable “red herring” prospectus or prospectus supplement used for marketing such Underwritten Shelf Takedown, any Demanding Holder initiating an Underwritten Shelf Takedown shall have the right to withdraw from such Underwritten Shelf Takedown for any or no reason whatsoever upon written notification (a “**Withdrawal Notice**”) to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Underwritten Shelf Takedown; provided that the Sponsor, an Investor Stockholder or a SoFi Holder may elect to have the Company continue an Underwritten Shelf Takedown if the Minimum Takedown Threshold would still be satisfied by the Registrable Securities proposed to be sold in the Underwritten Shelf Takedown by the Sponsor, the Investor Stockholders, the SoFi Holders or any of their respective Permitted Transferees, as applicable. If withdrawn by a Demanding Holder, the Sponsor, an Investor Stockholder or a SoFi Holder may elect to continue an Underwritten Shelf Takedown pursuant to the proviso in the immediately preceding sentence and such Underwritten Shelf Takedown shall instead count as an Underwritten Shelf Takedown demanded by the Sponsor, such Investor Stockholder or such SoFi Holder, as applicable, for purposes of Section 2.1.4. Following the receipt of any Withdrawal Notice, the Company shall promptly forward such Withdrawal Notice to any other Holders that had elected to participate in such Shelf Takedown and shall not include the Registrable Securities of such withdrawing Demanding Holder in the applicable registration and such Registrable Securities shall continue to be Registrable Securities for all purposes of this Agreement (subject to the other terms and conditions of this Agreement). Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Shelf Takedown prior to its withdrawal under this Section 2.1.6, other than if a Demanding Holder elects to pay such Registration Expenses pursuant to clause (ii) of the second sentence of this Section 2.1.6.

2.2 Piggyback Registration.

2.2.1 Piggyback Rights. Subject to Section 2.4.3, if the Company or any Holder proposes to conduct a registered offering of, or if the Company proposes to file a Registration Statement under the Securities Act with respect to the Registration of, equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of the Company (or by the Company and by the stockholders of the Company including, without limitation, an Underwritten Shelf Takedown pursuant to Section 2.1), other than a Registration Statement (or any registered offering with respect thereto) (i) filed in connection with any employee stock option or other benefit plan, (ii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iii) for an offering of debt that is convertible into equity securities of the Company, (iv) for a dividend reinvestment plan, (v) a Block Trade or (vi) filed in connection with a confidentially marketed public offering by the Company of primary shares, then the Company shall give written notice of such proposed offering to all of the Holders of Registrable Securities as soon as practicable but not less than ten (10) days before the anticipated filing date of such Registration Statement or, in the case of an Underwritten Offering pursuant to a Shelf Registration, the applicable “red herring” prospectus or prospectus supplement used for marketing such offering, which notice shall (A) describe the amount and type of securities to be included in such offering, the proposed filing date, the intended method(s) of distribution, the name of the proposed managing Underwriter or Underwriters, if any, in such offering and to the extent then known a good faith estimate of the proposed minimum

offering price, and (B) offer to all of the Holders of Registrable Securities the opportunity to include in such registered offering such number of Registrable Securities as such Holders may request in writing within five (5) days after receipt of such written notice (such registered offering, a “**Piggyback Registration**”). Subject to Section 2.2.2, the Company shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and, if applicable, shall use its commercially reasonable efforts to cause the managing Underwriter or Underwriters of such Piggyback Registration to permit the Registrable Securities requested by the Holders pursuant to this Section 2.2.1 to be included therein on the same terms and conditions as any similar securities of the Company included in such registered offering and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. The inclusion of any Holder’s Registrable Securities in a Piggyback Registration shall be subject to such Holder agreement to enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering.

2.2.2 Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Offering that is to be a Piggyback Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of shares of Common Stock or other equity securities that the Company desires to sell, taken together with (i) the shares of Common Stock or other equity securities, if any, as to which Registration or a registered offering has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which registration has been requested pursuant to Section 2.2 hereof, and (iii) the shares of Common Stock or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Holders of Registrable Securities hereunder, exceeds the Maximum Number of Securities, then:

(a) if the Registration or registered offering is undertaken for the Company’s account, the Company shall include in any such Registration or registered offering (A) first, the shares of Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 2.2.1, pro rata, based on the respective number of Registrable Securities that each Holder has requested be included in such Underwritten Offering and the aggregate number of Registrable Securities that the Holders have requested to be included in such Underwritten Offering, which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the shares of Common Stock or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Holders of Registrable Securities hereunder, which can be sold without exceeding the Maximum Number of Securities;

(b) if the Registration or registered offering is pursuant to a demand by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration or registered offering (A) first, the shares of Common Stock or other

equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities, subject to Section 5.7; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 2.2.1, pro rata, based on the respective number of Registrable Securities that each Holder has requested be included in such Underwritten Offering and the aggregate number of Registrable Securities that the Holders have requested to be included in such Underwritten Offering, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the shares of Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), the shares of Common Stock or other equity securities, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Holders of Registrable Securities hereunder, which can be sold without exceeding the Maximum Number of Securities; and

(c) if the Registration or registered offering and Underwritten Shelf Takedown is pursuant to a request by Holder(s) of Registrable Securities pursuant to Section 2.1 hereof, then the Company shall include in any such Registration or registered offering securities in the priority set forth in Section 2.1.5.

2.2.3 Piggyback Registration Withdrawal. Any Holder of Registrable Securities (other than a Demanding Holder, whose right to withdraw from an Underwritten Shelf Takedown, and related obligations, shall be governed by Section 2.1.6) shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration or, in the case of a Piggyback Registration pursuant to a Shelf Registration, the filing of the applicable “red herring” prospectus or prospectus supplement with respect to such Piggyback Registration used for marketing such transaction. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons or entities pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration (which, in no circumstance, shall include a Shelf) at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement (other than Section 2.1.6), the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this Section 2.2.3.

2.2.4 Unlimited Piggyback Registration Rights. For purposes of clarity, subject to Section 2.1.6, any Piggyback Registration effected pursuant to Section 2.2 hereof shall not be counted as a demand for an Underwritten Shelf Takedown under Section 2.1.4 hereof.

2.3 Market Stand-off. In connection with any Underwritten Offering of equity securities of the Company (other than a Block Trade) in which a Holder participates, such Holder agrees that it shall not Transfer any shares of Common Stock or other equity securities of the

Company (other than those included in such offering pursuant to this Agreement), without the prior written consent of the Company, during the ninety (90)-day period (or such shorter time agreed to by the managing Underwriters) beginning on the date of pricing of such offering, except as expressly permitted by such lock-up agreement or in the event the managing Underwriters otherwise agree by written consent. Each Holder agrees to execute a customary lock-up agreement in favor of the Underwriters to such effect (in each case on substantially the same terms and conditions as all such Holders).

2.4 Block Trades.

2.4.1 Notwithstanding any other provision of this Article II, but subject to Section 3.4, at any time and from time to time when an effective Shelf is on file with the Commission, if a Demanding Holder wishes to engage in an underwritten registered offering not involving a “roadshow,” an offer commonly known as a “block trade” (a “**Block Trade**”), with a total offering price reasonably expected to exceed, in the aggregate, either (x) \$50³ million or (y) all remaining Registrable Securities held by the Demanding Holder, then such Demanding Holder shall notify the Company of its request to engage in a Block Trade and, subject to Section 3.1.8 or the waiver thereof by such Demanding Holder, the Company shall as expeditiously as possible use its commercially reasonable efforts to facilitate such Block Trade; provided that such Demanding Holder shall use commercially reasonable efforts to work with the Company and any Underwriters prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Block Trade.

2.4.2 Prior to the filing of the applicable “red herring” prospectus or prospectus supplement used in connection with a Block Trade, the Demanding Holders initiating such Block Trade shall have the right to submit a Withdrawal Notice to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Block Trade. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a block trade prior to its withdrawal under this Section 2.4.2.

2.4.3 Notwithstanding anything to the contrary in this Agreement, Section 2.2 shall not apply to a Block Trade initiated by a Demanding Holder pursuant to this Agreement.

2.4.4 The Demanding Holder in a Block Trade shall have the right to select the Underwriters for such Block Trade (which shall consist of one or more reputable nationally recognized investment banks).

2.4.5 A Holder in the aggregate may make unlimited demands in respect of Block Trades pursuant to this Section 2.4. For the avoidance of doubt, any Block Trade effected pursuant to this Section 2.4 shall not be counted as a demand for an Underwritten Shelf Takedown pursuant to Section 2.1.4 hereof.

³ Note to GP: See comment above re: threshold.

ARTICLE III

COMPANY PROCEDURES

3.1 General Procedures. In connection with any Shelf and/or Shelf Takedown, the Company shall use its commercially reasonable efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as possible:

3.1.1 prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities have ceased to be Registrable Securities;

3.1.2 without limiting the provisions set forth in Section 2.1.3, prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by any Holder that holds at least one percent (1%) of the Registrable Securities registered on such Registration Statement or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), any free writing prospectus (as defined in Rule 405 of the Securities Act) and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may request (including any comment letter from the Commission), and all such documents shall be subject to the review and reasonable comment of such counsel who shall, if requested, have a reasonable opportunity to participate in the preparation of such documents in order to facilitate the disposition of the Registrable Securities owned by such Holders. The Company shall not file any such Registration Statement or Prospectus, or any amendment or supplement thereto, to which a majority-in-interest of the Holders of Registrable Securities included in such Registration or their respective counsels shall reasonably object in writing on a timely basis;

3.1.4 prior to any public offering of Registrable Securities, use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request (or provide evidence satisfactory to such Holders that the

Registrable Securities are exempt from such registration or qualification) and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each national securities exchange on which similar securities issued by the Company are then listed and, if no such securities are so listed, use commercially reasonable efforts to cause such Registrable Securities to be listed on the New York Stock Exchange or the Nasdaq Stock Market;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 at least five (5) days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus (or such shorter period of time as may be (a) necessary in order to comply with the Securities Act, the Exchange Act, and the rules and regulations promulgated under the Securities Act or Exchange Act, as applicable or (b) advisable in order to reduce the number of days that sales are suspended pursuant to Section 3.4), furnish a copy thereof to each seller of such Registrable Securities or its counsel (excluding any exhibits thereto and any filing made under the Exchange Act that is to be incorporated by reference therein);

3.1.9 as promptly as practicable notify the Holders in writing upon any of the following events: (A) the filing of the Registration Statement, any Prospectus and any amendment or supplement thereto, and, with respect to the Registration Statement or any post-effective amendment thereto, when the same has become effective; (B) any request by the Commission or any other U.S. or state governmental authority for amendments or supplements to the Registration Statement or any Prospectus or for additional information; (C) the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the securities or "blue sky" laws of any jurisdiction or the initiation or threat of any proceeding for such purpose; (D) if at any time the representations and warranties of the Company contained in any underwriting agreement contemplated by Section 3.1.13 below cease to be true and correct in any material respect, provided that notice shall only be required if required to be given to the underwriters pursuant to such underwriting agreement; and (E) at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities

Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4;

3.1.10 in the event of an Underwritten Offering, (A) permit representatives of the Holders, the Underwriters or other financial institutions facilitating such Underwritten Offering, if any, and any attorney, consultant or accountant retained by such Holders or Underwriter to participate, at each such person's or entity's own expense, in the preparation of the Registration Statement, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, financial institution, attorney, consultant or accountant in connection with the Registration, including to enable them to exercise their due diligence responsibility; provided, however, that such representatives, Underwriters or financial institutions agree to confidentiality arrangements in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information and (B) cause the officers, directors and employees of the Company and its subsidiaries (and use its commercially reasonable efforts to cause its auditors) to participate in customary due diligence calls;

3.1.11 obtain a "cold comfort" letter from the Company's independent registered public accountants in the event of an Underwritten Offering, a Block Trade or a sale by a broker, placement agent or sales agent pursuant to such Registration (subject to such broker, placement agent or sales agent providing such certification or representation reasonably requested by the Company's independent registered public accountants and the Company's counsel) in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.12 in the event of an Underwritten Offering, on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the participating Holders, the broker, placement agents or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the participating Holders, broker, placement agent, sales agent or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters;

3.1.13 in an Underwritten Offering, enter into an underwriting agreement in form, scope and substance as is customary in underwritten offerings and in connection therewith, (A) make representations and warranties to the Holders of such Registrable Securities and the Underwriters, if any, with respect to the business of the Company and its subsidiaries, and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope as are customarily made by issuers in underwritten offerings, and, if true, confirm the same if and when requested, (B) include in the underwriting agreement indemnification provisions and procedures substantially to the effect set forth in Article IV hereof with respect to the Underwriters and all parties to be indemnified pursuant to said Article except as otherwise agreed by the majority-in-interest of the participating Holders and (C) deliver such documents and certificates as are reasonably requested

by the majority-in-interest of the participating Holders, their counsel and the Underwriters to evidence the continued validity of the representations and warranties made pursuant to sub-clause (A) above and to evidence compliance with any customary conditions contained in the underwriting agreement;

3.1.14 in the event of any Underwritten Offering, a Block Trade or sale by a broker, placement agent or sales agent pursuant to such Registration, enter into and perform its obligations under an underwriting or other purchase or sales agreement, in usual and customary form, with the managing Underwriter or the broker, placement agent or sales agent of such offering or sale;

3.1.15 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule then in effect);

3.1.16 with respect to an Underwritten Offering pursuant to Section 2.1.4, make available senior executives of the Company to participate in meetings with analysts or customary "road show" presentations that may be reasonably requested by the Underwriter in such Underwritten Offering;

3.1.17 cooperate with the participating Holders and the Underwriters, if any, to facilitate the timely preparation and delivery of certificates (if such securities are certificated and which shall not bear any restrictive legends unless required under applicable law) representing securities sold under any Registration Statement, and enable such securities to be in such denominations and registered in such names as such Holders or Underwriters may request and keep available and make available to the Company's transfer agent prior to the effectiveness of such Registration Statement a supply of such certificates (if such securities are certificated);

3.1.18 cooperate with each participating Holder and Underwriter, if any, and their respective counsels in connection with any filings required to be made with FINRA; and

3.1.19 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the participating Holders, consistent with the terms of this Agreement, in connection with such Registration.

Notwithstanding the foregoing, the Company shall not be required to provide any documents or information to an Underwriter, broker, sales agent or placement agent if such Underwriter, broker, sales agent or placement agent has not then been selected as an Underwriter, broker, sales agent or placement agent, as applicable, with respect to the applicable Underwritten Offering or other offering involving a registration.

3.2 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all Underwriters' commissions and discounts, brokerage fees, Underwriter marketing costs, transfer taxes and, other than as set forth in the definition of "Registration Expenses," all fees and expenses of any legal counsel representing the Holders.

3.3 Requirements for Participation in Registration Statement in Offerings. Notwithstanding anything in this Agreement to the contrary, if any Holder does not provide the Company with its requested Holder Information, the Company may exclude such Holder's Registrable Securities from the applicable Registration Statement or Prospectus if the Company determines, based on the advice of counsel, that such information is necessary to effect the registration and such Holder continues thereafter to withhold such information. No person or entity may participate in any Underwritten Offering or other offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person or entity (i) agrees to sell such person's or entity's securities on the basis provided in any underwriting, sales, distribution or placement arrangements approved by the Company and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting or other agreements and other customary documents as may be reasonably required under the terms of such underwriting, sales, distribution or placement arrangements. The exclusion of a Holder's Registrable Securities as a result of this Section 3.3 shall not affect the registration of the other Registrable Securities to be included in such Registration.

3.4 Suspension of Sales; Adverse Disclosure; Restrictions on Registration Rights.

3.4.1 Upon receipt of written notice from the Company that: (a) a Registration Statement or Prospectus contains a Misstatement; or (b) any request by the Commission for any amendment or supplement to any Registration Statement or Prospectus or for additional information or of the occurrence of an event requiring the preparation of a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of the securities covered by such Registration Statement or Prospectus, such Registration Statement or Prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, each of the Holders shall forthwith discontinue disposition of Registrable Securities pursuant to such Registration Statement covering such Registrable Securities until it has received copies of a supplemented or amended Prospectus (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice) or until it is advised in writing by the Company that the use of the Prospectus may be resumed, and, if so directed by the Company, each such Holder will deliver to the Company all copies, other than permanent file copies then in such Holder's possession, of the most recent Prospectus covering such Registrable Securities at the time of receipt of such notice. In the event that a Holder exercises a demand right pursuant to Section 2.1 and the related offering is expected to, or may, occur during a quarterly earnings blackout period of the Company (such blackout periods determined in accordance with the Company's written insider trading compliance program adopted by the Board), the Company and such Holder shall act reasonably and work cooperatively in view of such quarterly earnings blackout period.

3.4.2 Subject to Section 3.4.3, if the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would (a) require the Company to make an Adverse Disclosure or (b) be seriously detrimental to the Company and as a result that it is essential to defer such filing, initial effectiveness or continued use at such time, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of

time determined in good faith by the Company to be necessary for such purpose; *provided*, that in the event of an Adverse Disclosure in respect of clause (iii)(B) of the definition thereof, any such delay or suspension shall not in any event exceed 15 days. In the event the Company exercises its rights under this Section 3.4.2, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities until such Holder receives written notice from the Company that such sales or offers of Registrable Securities may be resumed, and in each case maintain the confidentiality of such notice and its contents.

3.4.3 (a) During the period starting with the date thirty (30) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date ninety (90) days after the effective date of, a Company-initiated Registration, and provided that the Company continues to actively employ, in good faith, all reasonable efforts to maintain the effectiveness of the applicable Shelf Registration Statement, the Company may, upon giving prompt written notice of such action to the Holders, delay any other registered offering pursuant to Section 2.1.4 and, (b) during the period starting with the date fifteen (15) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date forty five (45) days after the effective date of, a Company-initiated Registration, and provided that the Company continues to actively employ, in good faith, all reasonable efforts to maintain the effectiveness of the applicable Shelf Registration Statement, the Company may, upon giving prompt written notice of such action to the Holders, delay any other registered offering pursuant to Section 2.4.

3.4.4 The right to delay or suspend any filing, initial effectiveness or continued use of a Registration Statement pursuant to Section 3.4.2 or a registered offering pursuant to Section 3.4.3 shall be exercised by the Company, in the aggregate, on not more than three occasions or for more than ninety (90) consecutive calendar days, or more than one hundred and twenty (120) total calendar days in each case during any twelve-month period.

3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings; *provided* that any documents publicly filed or furnished with the Commission pursuant to the Electronic Data Gathering, Analysis and Retrieval System shall be deemed to have been furnished or delivered to the Holders pursuant to this Section 3.5. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of Common Stock held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule then in effect). Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

ARTICLE IV

INDEMNIFICATION AND CONTRIBUTION

4.1 Indemnification.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers, directors, partners, members and agents and each person or entity who controls such Holder (within the meaning of the Securities Act), against all losses, claims, damages, liabilities and out-of-pocket expenses (including, without limitation, reasonable outside attorneys' fees and reasonable expenses of investigation) arising out of, resulting from or based upon any untrue or alleged untrue statement of material fact contained in or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information or affidavit so furnished in writing to the Company by such Holder expressly for use therein. The Company shall indemnify the Underwriters, their officers and directors and each person or entity who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish (or cause to be furnished) to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus (the "**Holder Information**") and, to the extent permitted by law, shall indemnify the Company, its directors, officers, partners, members and agents and each person or entity who controls the Company (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and out-of-pocket expenses (including, without limitation, reasonable outside attorneys' fees and reasonable expenses of investigation) arising out of, resulting from or based upon any untrue or alleged untrue statement of material fact contained or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement is contained in (or not contained in, in the case of an omission) any Holder Information so furnished in writing by or on behalf of such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds actually received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person or entity who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company.

4.1.3 Any person or entity entitled to indemnification herein shall give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's or entity's right to

indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party through the forfeiture of substantive rights or defenses) and in no event shall such failure relieve the indemnifying party from any other liability that it may have to such indemnified party. and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Article IV for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation, unless (i) such indemnified party reasonably objects to such assumption on the grounds that there may be defenses available to it which are different from or in addition to the defenses available to such indemnifying party, (ii) the indemnifying party shall have failed within a reasonable period of time to assume such defense or, having assumed such defense, has not conducted the defense of such claim actively and diligently or (iii) the named parties in any such proceeding (including any impleaded parties) include both the indemnified party and the indemnifying party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them, in which case the indemnified party shall be promptly reimbursed by the indemnifying party for the expenses incurred in connection with retaining one separate legal counsel, in addition to any local counsel (for the avoidance of doubt, for all indemnified parties in connection therewith)). If such defense is assumed, (A) the indemnifying party shall keep the indemnified party informed as to the status of such claim at all stages thereof (including all settlement negotiations and offers), promptly submit to such indemnified party copies of all pleadings, responsive pleadings, motions and other similar legal documents and paper received or filed in connection therewith, permit such indemnified party and their respective counsels to confer with the indemnifying party and its counsel with respect to the conduct of the defense thereof, and permit indemnified party and its counsel a reasonable opportunity to review all legal papers to be submitted prior to their submission and (B) the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). In any action hereunder as to which the indemnifying party has assumed the defense thereof with counsel satisfactory to the indemnified party, the indemnified party shall continue to be entitled to participate in the defense thereof, with counsel of its own choice, but the indemnifying party shall not be obligated hereunder to reimburse the indemnified party for the costs thereof. No indemnifying party shall, without the prior written consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement includes a statement or admission of fault, culpability or failure to act on the part of such indemnified party or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation that shall be in form and substance satisfactory to such indemnified party.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person or entity of such indemnified party and shall survive the transfer of securities.

4.1.5 If the indemnification provided under Section 4.1 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and out-of-pocket expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and out-of-pocket expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by (or not made by, in the case of an omission), or relates to information supplied by (or not supplied by in the case of an omission), such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this Section 4.1.5 shall be limited to the amount of the net proceeds actually received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or out-of-pocket expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this Section 4.1.5. No person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 4.1.5 from any person or entity who was not guilty of such fraudulent misrepresentation.

4.1.6 The obligations of the parties under this Article IV shall be in addition to any liability which any party may otherwise have to any other party.

ARTICLE V

MISCELLANEOUS

5.1 Notices. Any notice or communication under this Agreement must be in writing and given by (i) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service providing evidence of delivery, or (iii) transmission by hand delivery, electronic mail or facsimile. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery, electronic mail or facsimile, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to: [•], and, if to any Holder, at such Holder's address, electronic mail address or facsimile number as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by

written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 5.1.

5.2 Assignment; No Third Party Beneficiaries.

5.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

5.2.2 Subject to Section 5.2.4 and Section 5.2.5, this Agreement and the rights, duties and obligations of a Holder hereunder may be assigned in whole or in part to such Holder's Permitted Transferees; provided, that, with respect to the SoFi Holders, the Investor Stockholders, the Director Holders and the Sponsor, the rights hereunder that are personal to such Holders may not be assigned or delegated in whole or in part, except that (x) each of the SoFi Holders shall be permitted to transfer its rights hereunder as the SoFi Holders to one or more affiliates or any direct or indirect partners, members or equity holders of such SoFi Holder (it being understood that no such transfer shall reduce any rights of such SoFi Holder or such transferees), (y) each of the Investor Stockholders shall be permitted to transfer its rights hereunder as the Investor Stockholders to one or more affiliates or any direct or indirect partners, members or equity holders of such Investor Stockholder (it being understood that no such transfer shall reduce any rights of such Investor Stockholder or such transferees) and (z) the Sponsor shall be permitted to transfer its rights hereunder as the Sponsor to one or more affiliates or any direct or indirect partners, members or equity holders of the Sponsor (it being understood that no such transfer shall reduce any rights of the Sponsor or such transferees).

5.2.3 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders, which shall include Permitted Transferees.

5.2.4 This Agreement shall not confer any rights or benefits on any persons or entities that are not parties hereto, other than as expressly set forth in this Agreement and Section 5.2.

5.2.5 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 5.1 hereof and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 5.2 shall be null and void.

5.3 Counterparts. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature,

physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

5.4 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT (1) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AND (2) THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THIS AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN NEW YORK COUNTY IN THE STATE OF NEW YORK

5.5 TRIAL BY JURY. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

5.6 Amendments and Modifications. Upon the written consent of (a) the Company and (b) the Holders of a majority of the total Registrable Securities, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof shall also require the written consent of the Sponsor so long as the Sponsor and its affiliates hold, in the aggregate, at least one percent (1%) of the outstanding shares of Common Stock of the Company; provided, further, that notwithstanding the foregoing, any amendment hereto or waiver hereof shall also require the written consent of each Investor Stockholder so long as such Investor Stockholder and its respective affiliates hold, in the aggregate, at least one percent (1%) of the outstanding shares of Common Stock of the Company; provided, further, that notwithstanding the foregoing, any amendment hereto or waiver hereof shall also require the written consent of each SoFi Holder so long as such SoFi Holder and its affiliates hold, in the aggregate, at least one percent (1%) of the outstanding shares of Common Stock of the Company; and provided, further, that any amendment hereto or waiver hereof that adversely affects one Holder, solely in its capacity as a holder of the shares of capital stock of the Company, in a manner that is different from the other Holders (in such capacity) shall require the consent of the Holder so affected. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party. Notwithstanding anything herein to the contrary, any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party.

5.7 Other Registration Rights. Other than as provided in the Warrant Agreement, dated as of April 21, 2020, between the Company and Continental Stock Transfer & Trust Company and the Subscription Agreements, the Company represents and warrants that no person or entity, other than a Holder of Registrable Securities, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration Statement filed by the Company for the sale of securities for its own account or for the account of any other person or entity. For so long as (a) the Sponsor and its affiliates hold, in the aggregate, at least one percent (1%) of the outstanding shares of Common Stock of the Company, the Company hereby agrees and covenants that it will not grant rights to register any Common Stock (or securities convertible into or exchangeable for Common Stock) pursuant to the Securities Act that are more favorable, *pari passu* or senior to those granted to the Holders hereunder (such rights “**Competing Registration Rights**”) without the prior written consent of the Sponsor, (b) an Investor Stockholder and its affiliates hold, in the aggregate, at least one percent (1%) of the outstanding shares of Common Stock of the Company, the Company hereby agrees and covenants that it will not grant Competing Registration Rights without the prior written consent of such Investor Stockholder, and (c) a SoFi Holder and its affiliates hold, in the aggregate, at least one percent (1%) of the outstanding shares of Common Stock of the Company, the Company hereby agrees and covenants that it will not grant Competing Registration Rights without the prior written consent of such SoFi Holder. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail.

5.8 Term. This Agreement shall terminate, with respect to any Holder, on the date that such Holder no longer holds any Registrable Securities. The provisions of Sections 3.2 and 3.5 and Articles IV and V shall survive any termination.

5.9 Holder Information. Each Holder agrees, if requested in writing, to represent to the Company the total number of Registrable Securities held by such Holder in order for the Company to make determinations hereunder.

5.10 Additional Holders; Joinder. In addition to persons or entities who may become Holders pursuant to Section 5.2 hereof, subject to the prior written consent of each of the Sponsor, each SoFi Holder and each Investor Stockholder (in each case, so long as such Holder and its affiliates hold, in the aggregate, at least one percent (1%) of the outstanding shares of Common Stock of the Company), the Company may make any person or entity who acquires Common Stock or rights to acquire Common Stock after the date hereof a party to this Agreement (each such person or entity, an “**Additional Holder**”) by obtaining an executed joinder to this Agreement from such Additional Holder in the form of Exhibit A attached hereto (a “**Joinder**”). Such Joinder shall specify the rights and obligations of the applicable Additional Holder under this Agreement. Upon the execution and delivery and subject to the terms of a Joinder by such Additional Holder, the Common Stock of the Company then owned, or underlying any rights then owned, by such Additional Holder (the “**Additional Holder Common Stock**”) shall be Registrable Securities to the extent provided herein and therein and such Additional Holder shall be a Holder under this Agreement with respect to such Additional Holder Common Stock.

5.11 Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

5.12 Specific Performance. Each of the parties acknowledges and agrees that the other parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached or violated. Accordingly, to the fullest extent permitted by law, each of the parties agrees that, without posting bond or other undertaking, the other parties will be entitled to an injunction or injunctions to prevent breaches or violations of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action, claim or suit in addition to any other remedy to which it may be entitled, at law or in equity. Each party further agrees that, in the event of any action for specific performance in respect of such breach or violation, it will not assert that the defense that a remedy at law would be adequate.

5.13 Entire Agreement; Restatement. This Agreement constitutes the full and entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. Upon the Closing, the Original RRA shall no longer be of any force or effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

[Newco]
a Delaware corporation

By: _____
Name:
Title:

HOLDERS:

SCH Sponsor V LLC
a Cayman Islands limited liability company

By: _____
Name:
Title:

[Entity SoFi Holders]⁴
a [●]

By: _____
Name:
Title:

[Individual SoFi Holders]⁵

Jay Parikh

⁴ Note to Draft: To be updated with names of each SoFi Holder that is an entity.

⁵ Note to Draft: To be updated with names of each SoFi Holder that is an individual.

Jennifer Dulski

[Investor Stockholders]⁶
a [●]

By: _____
Name:
Title:

⁶ NTD: To be updated with Investor Stockholder entities.

Schedule 1
SoFi Holders

[TO COME]

Schedule 2
Investor Stockholders

[TO COME]

Exhibit A

REGISTRATION RIGHTS AGREEMENT JOINDER

The undersigned is executing and delivering this joinder (this “**Joinder**”) pursuant to the Amended and Restated Registration Rights Agreement, dated as of [●], 2021 (as the same may hereafter be amended, the “**Registration Rights Agreement**”), among [NewCo], a Delaware corporation (the “**Company**”), and the other persons or entities named as parties therein. Capitalized terms used but not otherwise defined herein shall have the meanings provided in the Registration Rights Agreement.

By executing and delivering this Joinder to the Company, and upon acceptance hereof by the Company upon the execution of a counterpart hereof, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the Registration Rights Agreement as a Holder of Registrable Securities in the same manner as if the undersigned were an original signatory to the Registration Rights Agreement, and the undersigned’s shares of Common Stock shall be included as Registrable Securities under the Registration Rights Agreement to the extent provided therein; provided, however, that the undersigned and its permitted assigns (if any) shall not have any rights as a Holder, and the undersigned’s (and its transferees’) shares of Common Stock shall not be included as Registrable Securities, for purposes of the Excluded Sections.

For purposes of this Joinder, “**Excluded Sections**” shall mean [_____].

Accordingly, the undersigned has executed and delivered this Joinder as of the _____ day of _____, 20__.

Signature of Stockholder

Print Name of Stockholder
Its:

Address: _____

Agreed and Accepted as of
_____, 20__

[Newco]

By: _____
Name:
Its:

EXHIBIT 6

Series 1 Registration Rights Agreement

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this “*Agreement*”), dated as of [●], 2021, is made and entered into by and among [SoFi Technologies, Inc.], a Delaware corporation (the “*Company*”) (formerly known as Social Capital Hedosophia Holdings Corp. V, a Cayman Islands exempted company limited by shares prior to its domestication as a Delaware corporation), and certain stockholders of Social Finance, Inc., a Delaware corporation (“*SoFi*”), as set forth on Schedule 1 hereto (such stockholders, the “*Series 1 Holders*” and, together with any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.2 of this Agreement, the “*Holders*” and each, a “*Holder*”).

RECITALS

WHEREAS, the Company has entered into that certain Agreement and Plan of Merger, dated as of January 7, 2021, (as it may be amended or supplemented from time to time, the “*Merger Agreement*”), by and among the Company, SoFi and Plutus Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of the Company;

WHEREAS, on the date hereof, pursuant to the Merger Agreement, the Series 1 Holders received shares of Series 1 Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock, par value \$0.0000025 per share (the “*Series 1 Preferred Stock*”) of the Company;

WHEREAS, the Company and the Series 1 Holders desire to enter into this Agreement, pursuant to which the Company shall grant the Series 1 Holders certain registration rights with respect to the Series 1 Preferred Stock as set forth in this Agreement.

NOW, THEREFORE, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

“*Adverse Disclosure*” shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or the Chief Financial Officer of the Company, after consultation with counsel to the Company, (i) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (ii) would not be required to be made at such time if the Registration Statement were not being filed, declared effective or used, as the case may be, and (iii) either (A) could reasonably

be expected to have a material adverse effect on the Company's ability to effect a material proposed acquisition, disposition, financing, reorganization, recapitalization or similar transaction or (B) relates to information the accuracy of which has yet to be determined by the Company or which is the subject of an ongoing investigation or inquiry; *provided* that the Company takes all action as necessary to as expeditiously as possible make such determination and conclude such investigation or inquiry.

"Agreement" shall have the meaning given in the Preamble hereto.

"Block Trade" shall have the meaning given in Section 2.4.1.

"Board" shall mean the Board of Directors of the Company.

"Closing" shall have the meaning given in the Merger Agreement.

"Closing Date" shall have the meaning given in the Merger Agreement.

"Commission" shall mean the Securities and Exchange Commission. **"Company"** shall have the meaning given in the Preamble hereto and includes the Company's successors by recapitalization, merger, consolidation, spin-off, reorganization or similar transaction. **"Demanding Holder"** shall have the meaning given in Section 2.1.4. **"Exchange Act"** shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"Form S-1 Shelf" shall have the meaning given in Section 2.1.1.

"Form S-3 Shelf" shall have the meaning given in Section 2.1.1.

"Holder Information" shall have the meaning given in Section 4.1.2.

"Holders" shall have the meaning given in the Preamble hereto, for so long as such person or entity holds any Registrable Securities. **"Maximum Number of Securities"** shall have the meaning given in Section 4.1.2.

"Merger Agreement" shall have the meaning given in the Recitals hereto.

"Minimum Takedown Threshold" shall have the meaning given in Section 4.1.2.

"Misstatement" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus or necessary to make the statements in a Registration Statement or Prospectus (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading.

"Permitted Transferees" shall mean any person or entity to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities, including prior to the expiration of any lock-up period applicable to such Registrable Securities, subject to and in accordance with any applicable agreement between such Holder and/or their respective permitted transferees and the company and any transferee thereafter.

“Piggyback Registration” shall have the meaning given in Section 2.2.1.

“Prospectus” shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

“Redeemable Preferred Stock” has the meaning assigned to such term in the Company’s certificate of incorporation.

“Registrable Security” shall mean (a) any outstanding shares of Series 1 Preferred Stock; and (b) any other equity security of the Company or any of its subsidiaries issued or issuable with respect to shares of Series 1 Preferred Stock by way of a stock dividend or stock split or in connection with a recapitalization, merger, consolidation, spin-off, reorganization or similar transaction; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities upon the earliest to occur of: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement by the applicable Holder; (B) so long as such Holder and its affiliates beneficially own less than one (1.0)% of the outstanding shares of the Series 1 Preferred Stock in the aggregate, new certificates for such securities not bearing (or book entry positions not subject to) a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (C) such securities shall have ceased to be outstanding; (D) so long as such Holder and its affiliates beneficially own less than one percent (1%) of the outstanding shares of the Series 1 Preferred Stock in the aggregate, such securities may be sold without registration pursuant to Rule 144 or any successor rule promulgated under the Securities Act (but with no volume or other restrictions or limitations including as to manner or timing of sale); (E) such securities have been sold without registration pursuant to Section 4(a)(1) of the Securities Act or Rule 145 promulgated under the Securities Act or any successor rules promulgated under the Securities Act; and (F) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

“Registration” shall mean a registration, including any related Shelf Takedown, effected by preparing and filing a registration statement, Prospectus or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

“Registration Expenses” shall mean the documented, out-of-pocket expenses of a Registration, including, without limitation, the following:

(A) all registration, listing and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any national securities exchange on which the Series 1 Preferred Stock is then listed;

(B) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of outside counsel for the Underwriters in connection with blue

sky qualifications of Registrable Securities and the fees and expenses of any “qualified independent underwriter” as such term is defined in FINRA Rule 5121);

(C) printing, messenger, telephone and delivery expenses;

(D) fees and disbursements of counsel for the Company;

(E) fees and disbursements of all independent registered public accountants of the Company and any other persons, including special experts, retained by the Company, incurred in connection with such Registration;

(F) all expenses in connection with the preparation, printing and filing of a Registration Statement, any Prospectus and amendments and supplements thereto and the mailing and delivering of copies thereof to any Holders, underwriters and dealers and all expenses incidental to delivery of the Registrable Securities;

(G) the expenses incurred in connection with making “road show” presentations and holding meetings with potential investors to facilitate the sale of Registrable Securities in an Underwritten Offering; and

(H) in an Underwritten Offering, reasonable fees and expenses of one (1) legal counsel selected by the majority-in-interest of the Demanding Holders.

“Registration Statement” shall mean any registration statement that covers Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

“Requesting Holders” shall have the meaning given in Section 2.1.5.

“Securities Act” shall mean the Securities Act of 1933, as amended from time to time.

“Series 1 Holders” shall have the meaning given in the Preamble hereto.

“Series 1 Preferred Stock” shall have the meaning given in the Recitals hereto.

“Shelf” shall mean the Form S-1 Shelf, the Form S-3 Shelf or any Subsequent Shelf Registration Statement, as the case may be.

“Shelf Registration” shall mean a registration of securities pursuant to a registration statement filed with the Commission in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).

“Shelf Takedown” shall mean an Underwritten Shelf Takedown or any proposed transfer or sale using a Registration Statement, including a Piggyback Registration.

“SoFi” shall have the meaning given in the Preamble hereto.

“Subsequent Shelf Registration Statement” shall have the meaning given in Section 2.1.2.

“Transfer” shall mean the (a) sale or assignment of, offer to sell, contract or agreement to sell, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).

“Underwriter” shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer’s market-making activities.

“Underwritten Offering” shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

“Underwritten Shelf Takedown” shall have the meaning given in Section 2.1.4.

“Withdrawal Notice” shall have the meaning given in Section 2.1.6.

ARTICLE II

REGISTRATIONS AND OFFERINGS

2.1 Shelf Registration.

2.1.1 Filing. As soon as practicable but no later than forty-five (45) calendar days following the Closing Date, the Company shall submit to or file with the Commission a Registration Statement for a Shelf Registration on Form S-1 (the ***“Form S-1 Shelf”***) or a Registration Statement for a Shelf Registration on Form S-3 (the ***“Form S-3 Shelf”***), if the Company is then eligible to use a Form S-3 Shelf, in each case, covering the resale of all the Registrable Securities (determined as of two (2) business days prior to such submission or filing) on a delayed or continuous basis and shall use its commercially reasonable efforts to have such Shelf declared effective as soon as practicable after the filing thereof, but no later than the earlier of (a) the ninetieth (90th) calendar day following the filing date thereof if the Commission notifies the Company that it will “review” the Registration Statement and (b) the tenth (10th) business day after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the Registration Statement will not be “reviewed” or will not be subject to further review. Such Shelf shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. The Company shall maintain a Shelf in accordance with the terms hereof, and shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements as may be necessary to keep a Shelf continuously effective, available for use to permit the Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. In the event the Company files a Form S-1 Shelf, the Company shall use its commercially reasonable efforts to convert the Form S-1 Shelf (and any Subsequent

Shelf Registration Statement) to a Form S-3 Shelf as soon as practicable after the Company is eligible to use Form S-3. The Company's obligation under this Section 2.1.1, shall, for the avoidance of doubt, be subject to Section 3.4.

2.1.2 Subsequent Shelf Registration. If any Shelf ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, the Company shall, subject to Section 3.4, use its commercially reasonable efforts to as promptly as is reasonably practicable cause such Shelf to again become effective under the Securities Act (including using its commercially reasonable efforts to obtain the prompt withdrawal of any order suspending the effectiveness of such Shelf), and shall use its commercially reasonable efforts to as promptly as is reasonably practicable amend such Shelf in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf or file an additional registration statement as a Shelf Registration (a "***Subsequent Shelf Registration Statement***") registering the resale of all Registrable Securities (determined as of two (2) business days prior to such filing). If a Subsequent Shelf Registration Statement is filed, the Company shall use its commercially reasonable efforts to (i) cause such Subsequent Shelf Registration Statement to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that the Subsequent Shelf Registration Statement shall be an automatic shelf registration statement (as defined in Rule 405 promulgated under the Securities Act) if the Company is a well-known seasoned issuer (as defined in Rule 405 promulgated under the Securities Act) at the most recent applicable eligibility determination date) and (ii) keep such Subsequent Shelf Registration Statement continuously effective, available for use to permit the Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. Any such Subsequent Shelf Registration Statement shall be on Form S-3 to the extent that the Company is eligible to use such form. Otherwise, such Subsequent Shelf Registration Statement shall be on another appropriate form. The Company's obligation under this Section 2.1.2, shall, for the avoidance of doubt, be subject to Section 3.4.

2.1.3 Additional Registrable Securities. Subject to Section 3.4, in the event that any Holder holds Registrable Securities that are not registered for resale on a delayed or continuous basis, the Company, upon written request of a Series 1 Holder, shall cause the resale of such Registrable Securities to be covered by either, at the Company's option, any then available Shelf (including by means of a post-effective amendment) or by filing a Subsequent Shelf Registration Statement and cause the same to become effective as soon as practicable after such filing and such Shelf or Subsequent Shelf Registration Statement shall be subject to the terms hereof; provided, however, that the Company shall only be required to cause such Registrable Securities to be so covered twice per calendar year for each Series 1 Holder; provided further that prior to making such filing with respect to any written request by a Holder, the Company shall notify the other Holders and provide such other Holders a reasonable opportunity to include additional Registrable Securities held by such other Holders in such filing.

2.1.4 Requests for Underwritten Shelf Takedowns. Subject to Section 3.4, at any time and from time to time when an effective Shelf is on file with the Commission, a Series 1 Holder (any Series 1 Holder being in such case, a "***Demanding Holder***") may request to sell all or any portion of its Registrable Securities in an Underwritten Offering that is registered pursuant to the Shelf (each, an "***Underwritten Shelf Takedown***"); provided that the Company shall only be

obligated to effect an Underwritten Shelf Takedown if such offering shall include Registrable Securities proposed to be sold by the Demanding Holder, either individually or together with other Demanding Holders, with a total offering price reasonably expected to exceed, in the aggregate, \$50million (the “**Minimum Takedown Threshold**”). All requests for Underwritten Shelf Takedowns shall be made by giving written notice to the Company, which shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Shelf Takedown. Subject to Section 2.4.4, the Underwriters for such offering (which shall consist of one or more reputable nationally recognized investment banks) shall be selected by the majority-interest of the Demanding Holders, subject to the Company’s prior approval (which shall not be unreasonably withheld, conditioned or delayed). Any Series 1 Holder may demand not more than (i) one (1) Underwritten Shelf Takedown within any six (6) month period or (ii) two (2) Underwritten Shelf Takedowns pursuant to this Section 2.1.4 in any twelve (12) month period. Notwithstanding anything to the contrary in this Agreement, the Company may affect any Underwritten Offering pursuant to any then effective Registration Statement, including a Form S-3, that is then available for such offering.

2.1.5 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Shelf Takedown, in good faith, advises the Company, the Demanding Holders and the Holders requesting piggy back rights pursuant to this Agreement with respect to such Underwritten Shelf Takedown (the “**Requesting Holders**”) (if any) in writing that the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other shares of Series 1 Preferred Stock or other Redeemable Preferred Stock that the Company desires to sell and all other shares of Series 1 Preferred Stock or other Redeemable Preferred Stock, if any, that have been requested to be sold in such Underwritten Offering pursuant to separate written contractual piggy-back registration rights held by any other stockholders, exceeds the maximum dollar amount or maximum number of shares of Series 1 Preferred Stock or other Redeemable Preferred Stock that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the “**Maximum Number of Securities**”), then the Company shall include in such Underwritten Offering, before including any shares of Series 1 Preferred Stock or other Redeemable Preferred Stock proposed to be sold by Company or by other holders of Series 1 Preferred Stock or other Redeemable Preferred Stock, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities that each Demanding Holder and Requesting Holder (if any) has requested be included in such Underwritten Shelf Takedown and the aggregate number of Registrable Securities that the Demanding Holders and Requesting Holders have requested be included in such Underwritten Shelf Takedown) that can be sold without exceeding the Maximum Number of Securities.

2.1.6 Withdrawal. Prior to the filing of the applicable “red herring” prospectus or prospectus supplement used for marketing such Underwritten Shelf Takedown, any Demanding Holder initiating an Underwritten Shelf Takedown shall have the right to withdraw from such Underwritten Shelf Takedown for any or no reason whatsoever upon written notification (a “**Withdrawal Notice**”) to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Underwritten Shelf Takedown; provided that a Series 1 Holder may elect to have the Company continue an Underwritten Shelf Takedown if the Minimum

Takedown Threshold would still be satisfied by the Registrable Securities proposed to be sold in the Underwritten Shelf Takedown by the Series 1 Holders or any of their respective Permitted Transferees, as applicable. If withdrawn by a Demanding Holder, a Series 1 Holder may elect to continue an Underwritten Shelf Takedown pursuant to the proviso in the immediately preceding sentence and such Underwritten Shelf Takedown shall instead count as an Underwritten Shelf Takedown demanded by such Series 1 Holder for purposes of Section 2.1.4. Following the receipt of any Withdrawal Notice, the Company shall promptly forward such Withdrawal Notice to any other Holders that had elected to participate in such Shelf Takedown and shall not include the Registrable Securities of such withdrawing Demanding Holder in the applicable registration and such Registrable Securities shall continue to be Registrable Securities for all purposes of this Agreement (subject to the other terms and conditions of this Agreement). Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Shelf Takedown prior to its withdrawal under this Section 2.1.6, other than if a Demanding Holder elects to pay such Registration Expenses pursuant to clause (ii) of the second sentence of this Section 2.1.6.

2.2 Piggyback Registration.

2.2.2 Piggyback Rights. Subject to Section 2.4.3, if the Company or any Holder proposes to conduct a registered offering of, or if the Company proposes to file a Registration Statement under the Securities Act with respect to the Registration of, either Registrable Securities or other Redeemable Preferred Stock, or securities or other obligations exercisable or exchangeable for, or convertible into either Registrable Securities or other Redeemable Preferred Stock, for its own account or for the account of stockholders of the Company (or by the Company and by the stockholders of the Company including, without limitation, an Underwritten Shelf Takedown pursuant to Section 2.1), other than a Registration Statement (or any registered offering with respect thereto) (i) filed in connection with any employee stock option or other benefit plan, (ii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iii) for an offering of debt that is convertible into equity securities of the Company, (iv) a dividend reinvestment plan or (v) a Block Trade or (vi) filed in connection with a confidentially marketed public offering by the Company of primary shares, then the Company shall give written notice of such proposed offering to all of the Holders of Registrable Securities as soon as practicable but not less than ten (10) days before the anticipated filing date of such Registration Statement or, in the case of an Underwritten Offering pursuant to a Shelf Registration, the applicable “red herring” prospectus or prospectus supplement used for marketing such offering, which notice shall (A) describe the amount and type of securities to be included in such offering, the proposed filing date, the intended method(s) of distribution, the name of the proposed managing Underwriter or Underwriters, if any, in such offering and to the extent then known a good faith estimate of the proposed minimum offering price, and (B) offer to all of the Holders of Registrable Securities the opportunity to include in such registered offering such number of Registrable Securities as such Holders may request in writing within five (5) days after receipt of such written notice (such registered offering, a “**Piggyback Registration**”). Subject to Section 2.2.3, the Company shall, in good faith, cause such Registrable Securities to be included in such Piggyback Registration and, if applicable, shall use its commercially reasonable efforts to cause the managing Underwriter or Underwriters of such Piggyback Registration to permit the Registrable Securities requested by the Holders pursuant to this Section 2.2.1 to be included therein on the same terms and conditions as any similar securities

of the Company included in such registered offering and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. The inclusion of any Holder's Registrable Securities in a Piggyback Registration shall be subject to such Holder agreement to enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering.

2.2.3 Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Offering that is to be a Piggyback Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that the dollar amount or number of shares of Series 1 Preferred Stock or other Redeemable Preferred Stock that the Company desires to sell, taken together with (i) the shares of Series 1 Preferred Stock or other Redeemable Preferred Stock, if any, as to which Registration or a registered offering has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which registration has been requested pursuant to **Section Error! Reference source not found.** hereof, and (iii) the shares of Series 1 Preferred Stock or other Redeemable Preferred Stock, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Holders of Registrable Securities hereunder, exceeds the Maximum Number of Securities, then:

(a) if the Registration or registered offering is undertaken for the Company's account, the Company shall include in any such Registration or registered offering (A) first, the shares of Series 1 Preferred Stock or other Redeemable Preferred Stock that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 2.2.1, pro rata, based on the respective number of Registrable Securities that each Holder has requested be included in such Underwritten Offering and the aggregate number of Registrable Securities that the Holders have requested to be included in such Underwritten Offering, which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the shares of Series 1 Preferred Stock or other Redeemable Preferred Stock, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Holders of Registrable Securities hereunder, which can be sold without exceeding the Maximum Number of Securities;

(b) if the Registration or registered offering is pursuant to a demand by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration or registered offering (A) first, the shares of Series 1 Preferred Stock or other Redeemable Preferred Stock, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities, subject to Section 5.7; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 2.2.1, pro rata, based on the respective number of Registrable Securities that each Holder has requested be

included in such Underwritten Offering and the aggregate number of Registrable Securities that the Holders have requested to be included in such Underwritten Offering, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the shares of Series 1 Preferred Stock or other Redeemable Preferred Stock that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), the shares of Series 1 Preferred Stock or other Redeemable Preferred Stock, if any, as to which Registration or a registered offering has been requested pursuant to separate written contractual piggy-back registration rights of persons or entities other than the Holders of Registrable Securities hereunder, which can be sold without exceeding the Maximum Number of Securities; and

(c) if the Registration or registered offering and Underwritten Shelf Takedown is pursuant to a request by Holder(s) of Registrable Securities pursuant to Section 2.1 hereof, then the Company shall include in any such Registration or registered offering securities in the priority set forth in Section 2.1.5.

2.2.4 Piggyback Registration Withdrawal. Any Holder of Registrable Securities (other than a Demanding Holder, whose right to withdraw from an Underwritten Shelf Takedown, and related obligations, shall be governed by Section 2.1.6) shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggyback Registration or, in the case of a Piggyback Registration pursuant to a Shelf Registration, the filing of the applicable “red herring” prospectus or prospectus supplement with respect to such Piggyback Registration used for marketing such transaction. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons or entities pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration (which, in no circumstance, shall include a Shelf) at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement (other than Section 2.1.6), the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this Section 2.2.4.

2.2.5 Unlimited Piggyback Registration Rights. For purposes of clarity, subject to Section 2.1.6, any Piggyback Registration effected pursuant to Section Error! Reference source not found. hereof shall not be counted as a demand for an Underwritten Shelf Takedown under Section 2.1.4 hereof.

2.3 Market Stand-off. In connection with any Underwritten Offering of Series 1 Preferred Stock or other Redeemable Preferred Stock (other than a Block Trade) in which a Holder participates, such Holder agrees that it shall not Transfer any shares of Series 1 Preferred Stock or other Redeemable Preferred Stock (other than those included in such offering pursuant to this Agreement), without the prior written consent of the Company, during the ninety (90)-day period (or such shorter time agreed to by the managing Underwriters) beginning on the date of pricing of such offering, except as expressly permitted by such lock-up agreement or in the event the

managing Underwriters otherwise agree by written consent. Each Holder agrees to execute a customary lock-up agreement in favor of the Underwriters to such effect (in each case on substantially the same terms and conditions as all such Holders).

2.4 Block Trades.

2.4.1 Notwithstanding any other provision of this Article II, but subject to Section 3.4, at any time and from time to time when an effective Shelf is on file with the Commission, if a Demanding Holder wishes to engage in an underwritten registered offering not involving a “roadshow,” an offer commonly known as a “block trade” (a “**Block Trade**”), with a total offering price reasonably expected to exceed, in the aggregate, either (x) \$50¹ million or (y) all remaining Registrable Securities held by the Demanding Holder, then such Demanding Holder shall notify the Company of its request to engage in a Block Trade and , subject to Section 3.1.8 or the waiver thereof by such Demanding Holder, the Company shall as expeditiously as possible use its commercially reasonable efforts to facilitate such Block Trade; provided that such Demanding Holder shall use commercially reasonable efforts to work with the Company and any Underwriters prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Block Trade.

2.4.2 Prior to the filing of the applicable “red herring” prospectus or prospectus supplement used in connection with a Block Trade, the Demanding Holders initiating such Block Trade shall have the right to submit a Withdrawal Notice to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Block Trade. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a block trade prior to its withdrawal under this Section 2.4.2.

2.4.3 Notwithstanding anything to the contrary in this Agreement, Section 2.2 shall not apply to a Block Trade initiated by a Demanding Holder pursuant to this Agreement.

2.4.4 The Demanding Holder in a Block Trade shall have the right to select the Underwriters for such Block Trade (which shall consist of one or more reputable nationally recognized investment banks).

2.4.5 A Holder in the aggregate may make unlimited demands in respect of Block Trades pursuant to this Section 2.4. For the avoidance of doubt, any Block Trade effected pursuant to this Section 2.4 shall not be counted as a demand for an Underwritten Shelf Takedown pursuant to Section 2.1.4 hereof.

ARTICLE III

COMPANY PROCEDURES

3.1 General Procedures. In connection with any Shelf and/or Shelf Takedown, the Company shall use its commercially reasonable efforts to effect such Registration to permit the

¹ **Note to Draft:** Amount TBD based on post-Closing market cap and pro forma capitalization table.

sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as possible:

3.1.1 prepare and file with the Commission as soon as practicable a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities have ceased to be Registrable Securities;

3.1.2 without limiting the provisions set forth in Section 2.1.3, prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by any Holder that holds at least one (1%) percent of the Registrable Securities registered on such Registration Statement or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), any free writing prospectus (as defined in Rule 405 of the Securities Act) and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may request (including any comment letter from the Commission), and all such documents shall be subject to the review and reasonable comment of such counsel who shall, if requested, have a reasonable opportunity to participate in the preparation of such documents in order to facilitate the disposition of the Registrable Securities owned by such Holders. The Company shall not file any such Registration Statement or Prospectus, or any amendment or supplement thereto, to which a majority-in-interest of the Holders of Registrable Securities included in such Registration or their respective counsels shall reasonably object in writing on a timely basis;

3.1.4 prior to any public offering of Registrable Securities, use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request (or provide evidence satisfactory to such Holders that the Registrable Securities are exempt from such registration or qualification) and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable

Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 cause all such Registrable Securities to be listed on each national securities exchange on which similar securities issued by the Company are then listed and, if no such securities are so listed, use commercially reasonable efforts to cause such Registrable Securities to be listed on the New York Stock Exchange or the nasdaq Stock Market;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

3.1.8 at least five (5) days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus (or such shorter period of time as may be (a) necessary in order to comply with the Securities Act, the Exchange Act, and the rules and regulations promulgated under the Securities Act or Exchange Act, as applicable or (b) advisable in order to reduce the number of days that sales are suspended pursuant to Section 3.4), furnish a copy thereof to each seller of such Registrable Securities or its counsel (excluding any exhibits thereto and any filing made under the Exchange Act that is to be incorporated by reference therein);

3.1.9 as promptly as practicable notify the Holders in writing upon any of the following events: (A) the filing of the Registration Statement, any Prospectus and any amendment or supplement thereto, and, with respect to the Registration Statement or any post-effective amendment thereto, when the same has become effective; (B) any request by the Commission or any other U.S. or state governmental authority for amendments or supplements to the Registration Statement or any Prospectus or for additional information; (C) the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the securities or "blue sky" laws of any jurisdiction or the initiation or threat of any proceeding for such purpose; (D) if at any time the representations and warranties of the Company contained in any underwriting agreement contemplated by Section 3.1.13 below cease to be true and correct in any material respect, provided that notice shall only be required if required to be given to the underwriters pursuant to such underwriting agreement; and (E) at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4;

3.1.10 in the event of an Underwritten Offering, (A) permit representatives of the Holders, the Underwriters or other financial institutions facilitating such Underwritten Offering, if

any, and any attorney, consultant or accountant retained by such Holders or Underwriter to participate, at each such person's or entity's own expense, in the preparation of the Registration Statement, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, financial institution, attorney, consultant or accountant in connection with the Registration, including to enable them to exercise their due diligence responsibility; provided, however, that such representatives, Underwriters or financial institutions agree to confidentiality arrangements in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information and (B) cause the officers, directors and employees of the Company and its subsidiaries (and use its commercially reasonable efforts to cause its auditors) to participate in customary due diligence calls;

3.1.11 obtain a "cold comfort" letter from the Company's independent registered public accountants in the event of an Underwritten Offering, a Block Trade or a sale by a broker, placement agent or sales agent pursuant to such Registration (subject to such broker, placement agent or sales agent providing such certification or representation reasonably requested by the Company's independent registered public accountants and the Company's counsel) in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;

3.1.12 in the event of an Underwritten Offering, on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the participating Holders, the broker, placement agents or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the participating Holders, broker, placement agent, sales agent or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters;

3.1.13 in an Underwritten Offering, enter into an underwriting agreement in form, scope and substance as is customary in underwritten offerings and in connection therewith, (A) make representations and warranties to the Holders of such Registrable Securities and the Underwriters, if any, with respect to the business of the Company and its subsidiaries, and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope as are customarily made by issuers in underwritten offerings, and, if true, confirm the same if and when requested, (B) include in the underwriting agreement indemnification provisions and procedures substantially to the effect set forth in Article IV hereof with respect to the Underwriters and all parties to be indemnified pursuant to said Article except as otherwise agreed by the majority-in-interest of the participating Holders and (C) deliver such documents and certificates as are reasonably requested by the majority-in-interest of the participating Holders, their counsel and the Underwriters to evidence the continued validity of the representations and warranties made pursuant to sub-clause (A) above and to evidence compliance with any customary conditions contained in the underwriting agreement;

3.1.14 in the event of any Underwritten Offering, a Block Trade or sale by a broker, placement agent or sales agent pursuant to such Registration, enter into and perform its obligations under an underwriting or other purchase or sales agreement, in usual and customary form, with the managing Underwriter or the broker, placement agent or sales agent of such offering or sale;

3.1.15 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule then in effect);

3.1.16 with respect to an Underwritten Offering pursuant to Section 2.1.4, make available senior executives of the Company to participate in meetings with analysts or customary "road show" presentations that may be reasonably requested by the Underwriter in such Underwritten Offering;

3.1.17 cooperate with the participating Holders and the Underwriters, if any, to facilitate the timely preparation and delivery of certificates (if such securities are certificated and which shall not bear any restrictive legends unless required under applicable law) representing securities sold under any Registration Statement, and enable such securities to be in such denominations and registered in such names as such Holders or Underwriters may request and keep available and make available to the Company's transfer agent prior to the effectiveness of such Registration Statement a supply of such certificates (if such securities are certificated);

3.1.18 cooperate with each participating Holder and Underwriter, if any, and their respective counsels in connection with any filings required to be made with FINRA; and

3.1.19 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the participating Holders, consistent with the terms of this Agreement, in connection with such Registration.

Notwithstanding the foregoing, the Company shall not be required to provide any documents or information to an Underwriter, broker, sales agent or placement agent if such Underwriter, broker, sales agent or placement agent has not then been selected as an Underwriter, broker, sales agent or placement agent, as applicable, with respect to the applicable Underwritten Offering or other offering involving a registration.

3.2 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all Underwriters' commissions and discounts, brokerage fees, Underwriter marketing costs, transfer taxes and, other than as set forth in the definition of "Registration Expenses," all fees and expenses of any legal counsel representing the Holders.

3.3 Requirements for Participation in Registration Statement in Offerings. Notwithstanding anything in this Agreement to the contrary, if any Holder does not provide the Company with its requested Holder Information, the Company may exclude such Holder's Registrable Securities from the applicable Registration Statement or Prospectus if the Company determines, based on the advice of counsel, that such information is necessary to effect the

registration and such Holder continues thereafter to withhold such information. No person or entity may participate in any Underwritten Offering or other offering for Series 1 Preferred Stock or other Redeemable Preferred Stock pursuant to a Registration initiated by the Company hereunder unless such person or entity (i) agrees to sell such person's or entity's securities on the basis provided in any underwriting, sales, distribution or placement arrangements approved by the Company and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting or other agreements and other customary documents as may be reasonably required under the terms of such underwriting, sales, distribution or placement arrangements. The exclusion of a Holder's Registrable Securities as a result of this Section 3.3 shall not affect the registration of the other Registrable Securities to be included in such Registration.

3.4 Suspension of Sales; Adverse Disclosure; Restrictions on Registration Rights.

3.4.1 Upon receipt of written notice from the Company that: (a) a Registration Statement or Prospectus contains a Misstatement; or (b) any request by the Commission for any amendment or supplement to any Registration Statement or Prospectus or for additional information or of the occurrence of an event requiring the preparation of a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of the securities covered by such Registration Statement or Prospectus, such Registration Statement or Prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, each of the Holders shall forthwith discontinue disposition of Registrable Securities pursuant to such Registration Statement covering such Registrable Securities until it has received copies of a supplemented or amended Prospectus (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice) or until it is advised in writing by the Company that the use of the Prospectus may be resumed, and, if so directed by the Company, each such Holder will deliver to the Company all copies, other than permanent file copies then in such Holder's possession, of the most recent Prospectus covering such Registrable Securities at the time of receipt of such notice. In the event that a Holder exercises a demand right pursuant to Section 2.1 and the related offering is expected to, or may, occur during a quarterly earnings blackout period of the Company (such blackout periods determined in accordance with the Company's written insider trading compliance program adopted by the Board), the Company and such Holder shall act reasonably and work cooperatively in view of such quarterly earnings blackout period.

3.4.2 Subject to Section 3.4.4, if the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would (a) require the Company to make an Adverse Disclosure or (b) be seriously detrimental to the Company and as a result that it is essential to defer such filing, initial effectiveness or continued use at such time, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time determined in good faith by the Company to be necessary for such purpose; provided, that in the event of an Adverse Disclosure in respect of clause (iii)(B) of the definition thereof, any such delay or suspension shall not in any event exceed 15 days. In the event the Company exercises its rights under this Section 3.4.2, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with

any sale or offer to sell Registrable Securities until such Holder receives written notice from the Company that such sales or offers of Registrable Securities may be resumed, and in each case maintain the confidentiality of such notice and its contents.

3.4.3 (a) During the period starting with the date thirty (30) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date ninety (90) after the effective date of, a Company-initiated Registration and provided that the Company continues to actively employ, in good faith, all reasonable efforts to maintain the effectiveness of the applicable Shelf Registration Statement, the Company may, upon giving prompt written notice of such action to the Holders, delay any other registered offering pursuant to Section 2.1.4 and, (b) during the period starting with the date fifteen (15) days prior to the Company's good faith estimate of the date of the filing of, and ending on a date forty five (45) days after the effective date of, a Company-initiated Registration, and provided that the Company continues to actively employ, in good faith, all reasonable efforts to maintain the effectiveness of the applicable Shelf Registration Statement, the Company may, upon giving prompt written notice of such action to the Holders, delay any other registered offering pursuant to Section.or 2.4.

3.4.4 The right to delay or suspend any filing, initial effectiveness or continued use of a Registration Statement pursuant to Section 3.4.2 or registered offering pursuant to Section 3.4.3 shall be exercised by the Company, in the aggregate, on not more than three occasions or for more than ninety (90)

consecutive calendar days, or more than one hundred and twenty (120) total calendar days in each case during any twelve-month period.

3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings; provided that any documents publicly filed or furnished with the Commission pursuant to the Electronic Data Gathering, Analysis and Retrieval System shall be deemed to have been furnished or delivered to the Holders pursuant to this Section 3.5. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of Series 1 Preferred Stock held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule then in effect). Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

ARTICLE IV

INDEMNIFICATION AND CONTRIBUTION

4.1 Indemnification.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers, directors, partners, members and agents and each person or entity who controls such Holder (within the meaning of the Securities Act), against all losses, claims, damages, liabilities and out-of-pocket expenses (including, without limitation, reasonable outside attorneys' fees and reasonable expenses of investigation) arising out of, resulting from or based upon any untrue or alleged untrue statement of material fact contained in or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information or affidavit so furnished in writing to the Company by such Holder expressly for use therein. The Company shall indemnify the Underwriters, their officers and directors and each person or entity who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish (or cause to be furnished) to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus (the "**Holder Information**") and, to the extent permitted by law, shall indemnify the Company, its directors, officers, partners, members and agents and each person or entity who controls the Company (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and out-of-pocket expenses (including, without limitation, reasonable outside attorneys' fees and reasonable expenses of

investigation) arising out of, resulting from or based upon any untrue or alleged untrue statement of material fact contained or incorporated by reference in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement is contained in (or not contained in, in the case of an omission) any Holder Information so furnished in writing by or on behalf of such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds actually received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person or entity who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company.

4.1.3 Any person or entity entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's or entity's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party through the forfeiture of substantive rights or defenses) and in no event shall such failure relieve the indemnifying party from any other liability that it may have to such indemnified party, and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Article IV for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation, unless (i) such indemnified party reasonably objects to such assumption on the grounds that there may be defenses available to it which are different from or in addition to the defenses available to such indemnifying party, (ii) the indemnifying party shall have failed within a reasonable period of time to assume such defense or, having assumed such defense, has not conducted the defense of such claim actively and diligently or (iii) the named parties in any such proceeding (including any impleaded parties) include both the indemnified party and the indemnifying party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them, in which case the indemnified party shall be promptly reimbursed by the indemnifying party for the expenses incurred in connection with retaining one separate legal counsel, in addition to any local counsel (for the avoidance of doubt, for all indemnified parties in connection therewith)). If such defense is assumed, (A) the indemnifying party shall keep the indemnified party informed as to the status of such claim at all stages thereof (including all settlement negotiations and offers), promptly submit to such indemnified party copies of all pleadings, responsive pleadings, motions and other similar legal documents and paper received or filed in connection therewith, permit such indemnified party and their respective counsels to confer with the indemnifying party and its counsel with respect to the conduct of the defense thereof, and permit indemnified party and its counsel a reasonable opportunity to review all legal papers to be submitted prior to their submission and (B) the indemnifying party shall not be subject to any liability for any settlement made by the indemnified

party without its consent (but such consent shall not be unreasonably withheld). In any action hereunder as to which the indemnifying party has assumed the defense thereof with counsel satisfactory to the indemnified party, the indemnified party shall continue to be entitled to participate in the defense thereof, with counsel of its own choice, but the indemnifying party shall not be obligated hereunder to reimburse the indemnified party for the costs thereof. No indemnifying party shall, without the prior written consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement includes a statement or admission of fault, culpability or failure to act on the part of such indemnified party or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation that shall be in form and substance satisfactory to such indemnified party.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person or entity of such indemnified party and shall survive the transfer of securities.

4.1.5 If the indemnification provided under Section 4.1 from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and out-of-pocket expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and out-of-pocket expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by (or not made by, in the case of an omission), or relates to information supplied by (or not supplied by in the case of an omission), such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this Section 4.1.5 shall be limited to the amount of the net proceeds actually received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or out-of-pocket expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this Section 4.1.5. No person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 4.1.5 from any person or entity who was not guilty of such fraudulent misrepresentation.

4.1.6 The obligations of the parties under this Article IV shall be in addition to any liability which any party may otherwise have to any other party.

ARTICLE V

MISCELLANEOUS

5.1 Notices. Any notice or communication under this Agreement must be in writing and given by (i) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service providing evidence of delivery, or (iii) transmission by hand delivery, electronic mail or facsimile. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery, electronic mail or facsimile, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to: [●], and, if to any Holder, at such Holder's address, electronic mail address or facsimile number as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 5.1.

5.2 Assignment; No Third Party Beneficiaries.

5.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

5.2.2 Subject to Section 5.2.4 and Section 5.2.5, this Agreement and the rights, duties and obligations of a Holder hereunder may be assigned in whole or in part to such Holder's Permitted Transferees; provided, that the rights hereunder that are personal to such Holders may not be assigned or delegated in whole or in part, except that each of the Holders shall be permitted to transfer its rights hereunder as the Holder to one or more affiliates or any direct or indirect partners, members or equity holders of such Holder (it being understood that no such transfer shall reduce any rights of such Holder or such transferees),

5.2.3 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders, which shall include Permitted Transferees.

5.2.4 This Agreement shall not confer any rights or benefits on any persons or entities that are not parties hereto, other than as expressly set forth in this Agreement and Section 5.2.

5.2.5 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 5.1 hereof and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 5.2 shall be null and void.

5.3 Counterparts. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

5.4 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT (1) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AND (2) THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THIS AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN NEW YORK COUNTY IN THE STATE OF NEW YORK

5.5 TRIAL BY JURY. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

5.6 Amendments and Modifications. Upon the written consent of (a) the Company and (b) the Holders of a majority of the total Registrable Securities, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, that any amendment hereto or waiver hereof that adversely affects one Holder, solely in its capacity as a holder of shares of Series 1 Preferred Stock shall require the consent of the Holder so affected. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party. Notwithstanding anything herein to the contrary, any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party.

5.7 Other Registration Rights. Other than as provided in the Warrant Agreement, dated as of April 21, 2020, between the Company and Continental Stock Transfer & Trust Company and the Subscription Agreements, each dated as of [●], 2021, entered into by and between the Company and each of the stockholders of the Company party thereto, the Company represents and warrants that no person or entity, other than a Holder of Registrable Securities, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration Statement filed by the Company for the sale of securities for its own account or for the account of any other person or entity. For so long as at least five percent (5%) of the shares of Series 1 Preferred Stock outstanding as of the date of this Agreement remain outstanding and constitute Registrable Securities, the Company hereby agrees and covenants that it will not grant rights to register any Series 1 Preferred Stock or any other class or series of Redeemable Preferred Stock pursuant to the Securities Act that are more favorable, *pari passu* or senior to those granted to the Holders hereunder without the prior written consent of the Holders of a majority of the total Registrable Securities.

5.8 Term. This Agreement shall terminate, with respect to any Holder, on the date that such Holder no longer holds any Registrable Securities. The provisions of Sections 3.2 and 3.5 and Articles IV and V shall survive any termination.

5.9 Holder Information. Each Holder agrees, if requested in writing, to represent to the Company the total number of Registrable Securities held by such Holder in order for the Company to make determinations hereunder.

5.10 [Reserved].

5.11 Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn

so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

5.12 Specific Performance. Each of the parties acknowledges and agrees that the other parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached or violated. Accordingly, to the fullest extent permitted by law, each of the parties agrees that, without posting bond or other undertaking, the other parties will be entitled to an injunction or injunctions to prevent breaches or violations of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action, claim or suit in addition to any other remedy to which it may be entitled, at law or in equity. Each party further agrees that, in the event of any action for specific performance in respect of such breach or violation, it will not assert that the defense that a remedy at law would be adequate.

5.13 Entire Agreement. This Agreement constitutes the full and entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

[SoFi Technologies, Inc]
a Delaware corporation

By: _____
Name:
Title:

HOLDERS:

QIA FIG Holding LLC

By: _____
Name:
Title:

Silver Lake Partners IV, L.P.

Name: Silver Lake Technology Associates
IV, L.P.
Title: General Partner

Name: SLTA IV (GP), L.L.C.
Title: General Partner

Name: Silver Lake Group, L.L.C.
Title: Managing Member

By: _____
Name:
Title:

**Silver Lake Technology Investors IV
(Delaware II), L.P.**

Name: Silver Lake Technology Associates
IV, L.P.
Title: General Partner

Name: SLTA IV (GP), L.L.C.
Title: General Partner

Name: Silver Lake Group, L.L.C.
Title: Managing Member

By: _____
Name:
Title:

Anthony Noto

Schedule 1

Holders

QIA FIG Holding LLC

Silver Lake Partners IV, L.P.

Silver Lake Technology Investors IV (Delaware II), L.P.

Anthony Noto

EXHIBIT 7

Share Repurchase Agreement

SHARE REPURCHASE AGREEMENT

dated as of

[●], 2021

between

SoftBank Group Capital Limited

and

[SoFi Technologies, Inc.]

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SHARE REPURCHASE AGREEMENT

This Share Repurchase Agreement, dated as of [●], 2021¹ (this “**Repurchase Agreement**”), is made between SoftBank Group Capital Limited, a private limited company incorporated in England and Wales (“**SBGC**” or “**Seller**”) and wholly owned subsidiary of SoftBank Group Corp., a Japanese *kabushiki kaisha* (“**SoftBank**”) and [SoFi Technologies, Inc.], a newly-formed Delaware corporation (formerly known as Social Capital Hedosophia Holdings Corp. V, a Cayman Islands exempted company limited by shares prior to its domestication as a Delaware corporation) (the “**Company**”).

WHEREAS, the Company entered into an Agreement and Plan of Merger, dated as of [●], 2021 (as amended, the “**Merger Agreement**”), by and among a direct wholly owned subsidiary of the Company, Social Finance, Inc., a Delaware corporation (“**SoFi**”) and the other parties thereto, pursuant to which the Seller, and other holders of SoFi capital stock, received shares of common stock, par value \$0.[0001] per share (“**Common Stock**”) of the Company;

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement;

WHEREAS, in connection with the transactions contemplated by the Merger Agreement, the Company entered into subscription agreements with the PIPE Investors, pursuant to which such PIPE Investors, substantially concurrently with the Effective Time, purchased shares of Common Stock from the Company (the proceeds received by the Company in such purchases, the “**PIPE Proceeds**”);

[**WHEREAS**, immediately prior to the Effective Time (as defined in the Merger Agreement), SoftBank, indirectly through SBGC and SB Sonic HoldCo (UK) Limited (“**SB Sonic**”), beneficially owned [69,930,854] shares of capital stock of SoFi, including, (A) with respect to SBGC, (i) [614,425] shares of common stock, par value \$0.0000025 per share, of the Company (the “**SoFi Common Stock**”); (ii) [6,634] shares of non-voting common stock, par value \$0.0000025 per share (“**SoFi Non-Voting Common Stock**”); and (iii) [34,421,364] shares of preferred stock, each with a par value of \$0.0000025 per share (“**SoFi Preferred Stock**”), including [117,860] shares of SoFi Series A Preferred Stock; [1,027,297] shares of SoFi Series B Preferred Stock; [31,825] shares of SoFi Series C Preferred Stock; [669,710] shares of SoFi Series D Preferred Stock; [514,034] shares of SoFi Series E Preferred Stock; [24,158,553] shares of SoFi Series F Preferred Stock; [5,644,720] shares of SoFi Series G Preferred Stock; and [2,257,365] shares of SoFi Series H Preferred Stock; and (B) with respect to SB Sonic, (i) [1,920,628] shares of SoFi Common Stock; (ii) [19,914] shares of SoFi Non-Voting Common Stock; and (iii) [32,947,889] shares of SoFi Preferred Stock, including [1,163,894] shares of SoFi Series A Preferred Stock; [348,616] shares of SoFi Series B Preferred Stock; [100,532] shares of SoFi Series C Preferred Stock; [9,548,184] shares of SoFi Series D Preferred Stock; [1,580,107] shares of SoFi Series E Preferred Stock; and [20,206,556] shares of SoFi Series F Preferred Stock;]

¹ **Note to Draft:** This agreement will be attached as an exhibit to the Shareholders’ Agreement and will be entered into immediately after the Effective Time of the Merger.

WHEREAS, immediately after the consummation of the transactions contemplated by the Merger Agreement, SoftBank, indirectly through SBCG and SB Sonic beneficially own [●] shares of Common Stock and [●] shares of non-voting common stock, par value \$0.0001 per share (“**Non-Voting Common Stock**” and together with the Common Stock, the “**Common Shares**”), including (i) [●] shares of Common Stock and [●] shares of Non-Voting Common Stock held by SBGC and (ii) [●] shares of Common Stock and [●] shares of Non-Voting Common Stock held by SB Sonic; and

WHEREAS, the Company desires to use a portion of the PIPE Proceeds to purchase from the Seller, and the Seller wishes to sell to the Company, the Repurchase Shares (as defined below) on the terms and subject to the conditions set forth in this Repurchase Agreement (the “**Repurchase Transaction**”).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Article 1

SALE AND REPURCHASE

1.1 Repurchase.

(a) On the terms and subject to the conditions set forth in this Repurchase Agreement, on the Repurchase Closing Date (as defined below), the Seller shall sell and transfer to the Company, and the Company shall purchase from the Seller, [●] shares of Common Stock and [●] shares of Non-Voting Common Stock (the “**Repurchase Shares**”).

(b) The aggregate purchase price for the Repurchase Shares (the “**Repurchase Price**”) shall be equal to \$150,000,000 in the aggregate at \$10 per share.

1.2 Closing. The closing of the purchase of the Repurchase Shares (the “**Repurchase Closing**”) shall occur on the date hereof and [be held at the offices of Morrison & Foerster LLP, at 250 West 55th Street, New York, New York 10019 at 10 a.m. New York City time], or such other date or place as the Company and the Seller may mutually agree, subject to the satisfaction or waiver of the conditions set forth in Section 1.3 below (the date on which the Repurchase Closing actually occurs is referred to herein as the “**Repurchase Closing Date**”). At the Repurchase Closing:

(a) the Seller shall deliver or cause to be delivered to the Company, to the account specified by the Company in Annex A, all right, title and interest in and to the Repurchase Shares free and clear of all liens, claims, security interests and other encumbrances (collectively, “**Encumbrances**”), together with all documentation reasonably necessary for transfer to the Company; and

(b) (i) the Company, shall immediately pay to the Seller in immediately available funds by wire transfer to the account specified by the Seller in Annex B the Repurchase Price,

net of any fees, and expenses incurred, which are to be borne by the Company, as consideration for the Repurchase Shares.

1.3 Closing Condition. The obligation of the Seller to sell the Repurchase Shares to the Company and the obligation of the Company to purchase and pay for the Repurchase Shares on the Repurchase Closing Date are subject to the condition that the representations and warranties of the Seller in Article 2 (in the case of the conditions to the Company's obligations) and the Company in Article 3 (in the case of the conditions to the Seller's obligations) shall be true and correct as of such Repurchase Closing Date as if then made.

Article 2

REPRESENTATIONS AND WARRANTIES OF SELLER

The Seller hereby makes the following representations and warranties to the Company:

2.1 Existence. The Seller is a private limited company incorporated and existing under the laws of England and Wales.

2.2 Power and Authority. The Seller has the full right, power and authority to execute and deliver this Repurchase Agreement and to perform its obligations hereunder; and all action required to be taken for the due and proper authorization, execution and delivery by it of this Repurchase Agreement and the consummation of the transaction contemplated hereby has been duly and validly taken.

2.3 Authorization. This Repurchase Agreement has been duly authorized, executed and delivered by or on behalf of the Seller and constitutes a valid and binding agreement of the Seller enforceable in accordance with its terms, except to the extent enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other laws affecting enforcement of creditors' rights or by general equitable principles.

2.4 No Conflicts. The execution, delivery and performance by the Seller of this Repurchase Agreement will not (a) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Seller is a party or by which the Seller is bound, (b) result in any violation of the provisions of the organizational documents of the Seller or (c) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (a) and (c) above, for any such conflict, breach, violation or default that would not materially and adversely affect the sale of the Repurchase Shares and the consummation of any other transaction herein contemplated.

2.5 Title. As of the date hereof and immediately prior to the delivery of the Repurchase Shares at any closing under this Repurchase Agreement, the Seller is the sole legal and beneficial owners of, and hold, and will hold, good and valid title to the Repurchase Shares, free and clear of all Encumbrances.

Article 3
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby makes the following representations and warranties to the Seller:

3.1 Existence. The Company has been duly organized and is validly existing and in good standing under the laws of the State of Delaware.

3.2 Power and Authority. The Company has the full right, power and authority to execute and deliver this Repurchase Agreement and to perform its obligations hereunder; and all action required to be taken for the due and proper authorization, execution and delivery by it of this Repurchase Agreement and the consummation of the transaction contemplated hereby has been duly and validly taken.

3.3 Authorization. This Repurchase Agreement has been duly authorized, executed and delivered by or on behalf of the Company and constitutes a valid and binding agreement of the Company enforceable in accordance with its terms, except to the extent enforcement thereof may be limited by bankruptcy, insolvency, reorganization or other laws affecting enforcement of creditors' rights or by general equitable principles.

3.4 No Conflicts. The execution, delivery and performance by the Company of this Repurchase Agreement will not (a) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company is a party or by which the Company is bound, (b) result in any violation of the provisions of the organizational documents of the Company or (c) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (a) and (c) above, for any such conflict, breach violation or default that would not materially and adversely affect the purchase of the Repurchase Shares and the consummation of any other transaction herein contemplated.

3.5 Company Board Approval. The Board of Directors of the Company has adopted resolutions in advance specifically approving, for purposes of Rule 16b-3 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), the Repurchase Transactions and any other transactions involving dispositions to, or acquisitions from, the Company of the Common Shares or other "equity securities" or "derivative securities" (each as defined for purposes of Section 16 of the Exchange Act and the rules and regulations promulgated by the Securities and Exchange Commission thereunder), as may be carried out in connection with the transactions contemplated herein.

Article 4
MISCELLANEOUS

4.1 Termination. This Repurchase Agreement may be terminated prior to the Repurchase Closing (i) by mutual written consent of the Company and the Seller or (ii) by either

the Company or the Seller on or after 11:59 p.m. ET on [●], 2021 if the Repurchase Closing shall not have occurred by such date.

4.2 Further Assurances. Each party hereto agrees to execute and deliver, or cause to be executed and delivered, such agreements, instruments and other documents, and take such other actions consistent with the terms of this Repurchase Agreement, as the other party may reasonably require from time to time in order to carry out the purposes of this Repurchase Agreement.

4.3 Survival. All representations and warranties contained herein or made in writing by any party in connection herewith shall survive the execution and delivery of this Repurchase Agreement and the consummation of the transactions contemplated thereby.

4.4 Amendments and Waivers. Except as otherwise provided herein, the provisions of this Repurchase Agreement may be amended or waived only by written agreement executed by the parties hereto.

4.5 Assignment; Binding Agreement. This Repurchase Agreement and the rights and obligations arising hereunder shall inure to the benefit of and be binding upon the parties hereto, and neither party may assign any of its rights or delegate any of its obligations hereunder without the express written consent of the other party, except that the Seller may transfer and assign all rights and obligations arising under this Repurchase Agreement to its affiliates; provided, that no such transfer shall relieve Seller of its obligations arising under this Repurchase Agreement.

4.6 No Third Party Beneficiaries. Nothing in this Repurchase Agreement shall convey any rights upon any person or entity which is not a party or a successor or permitted assignee of a party to this Repurchase Agreement.

4.7 Entire Agreement. This Repurchase Agreement constitutes the sole and entire agreement among the parties with respect to the subject matter of this Repurchase Agreement, and supersedes all prior representations, agreements and understandings, written or oral, with respect to the subject matter hereof.

4.8 Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be in any way impaired thereby, it being intended that all of the rights and privileges of the parties shall be enforceable to the fullest extent permitted by law. To the extent that any such provision is so held to be invalid, illegal or unenforceable, the parties shall in good faith use commercially reasonable efforts to find and effect an alternative means to achieve the same or substantially the same result as that contemplated by such provision.

4.9 Counterparts. This Repurchase Agreement may be signed in any number of counterparts, each of which shall be deemed an original (including signatures delivered via facsimile or electronic mail) with the same effect as if the signatures thereto and hereto were upon the same instrument. The parties hereto may deliver this Repurchase Agreement by

facsimile or by electronic mail and each party shall be permitted to rely on the signatures so transmitted to the same extent and effect as if they were original signatures.

4.10 Governing Law; Jurisdiction; Forum; Waiver of Trial by Jury.

(a) THIS REPURCHASE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE GOVERN UNDER ANY APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF. In any action between the parties arising out of or relating to this Repurchase Agreement, each of the parties (i) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware in and for New Castle County, Delaware, (ii) agrees that it will not attempt to deny or defeat such jurisdiction by motion or other request for leave from such court, and (iii) agrees that it will not bring any such action in any court other than the Court of Chancery for the State of Delaware in and for New Castle County, Delaware, or, if (and only if) such court finds it lacks subject matter jurisdiction, the federal court of the United States of America sitting in the State of Delaware, and appellate courts thereof, or, if (and only if) each of such Court of Chancery for the State of Delaware and such federal court finds it lacks subject matter jurisdiction, any state court within the State of Delaware. Service of process, summons, notice or document to any party's address and in the manner set forth in Section 4.11 shall be effective service of process for any such action.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS REPURCHASE AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS REPURCHASE AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (iii) IT MAKES SUCH WAIVER VOLUNTARILY AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS REPURCHASE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 4.10(b).

4.11 Notices.

(a) Unless otherwise provided in this Repurchase Agreement, all notices and other communications provided for hereunder shall be dated and in writing and shall be deemed to have been given (i) when delivered, if delivered personally, sent by confirmed telecopy or sent by registered or certified mail, return receipt requested, postage prepaid, provided that such

delivery is completed during normal business hours of the recipient, failing which such notice shall be deemed to have been given on the next business day, (ii) on the next business day if sent by overnight courier and delivered on such business day within ordinary business hours and, if not, the next business day following delivery; and (iii) when received, if received during normal business hours and, if not, the next business day after receipt, if delivered by means other than those specified above. Such notices shall be delivered to the address set forth below, or to such other address as a party shall have furnished to the other party in accordance with this Section.

If to the Seller, to:

SoftBank Group Capital Limited
1 Circle Star Way, 4F
San Carlos, California 94070
Attn: Stephen Lam
Email: sbgi-legal@softbank.com

with a copy (which shall not constitute notice) to:

Morrison & Foerster LLP
425 Market Street
San Francisco, California 94105
Attn: Susan H. Mac Cormac
Email: SMaccormac@mofo.com

If to the Company, to:

[SoFi Technologies, Inc.]
234 1st Street
San Francisco, CA 94129
Attention: Robert Lavet, General Counsel
Email: rlavet@sofi.org

with a copy to (which shall not constitute notice):

Wachtell, Lipton, Rosen & Katz
51 W. 52nd Street
New York, NY 10019
Attention: Raaj S. Narayan
Email: rsnarayan@wlrk.com

4.12 Interpretation. The headings contained in this Repurchase Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Repurchase Agreement.

[Signature Page Follows]

In witness whereof, the parties have caused this Repurchase Agreement to be executed and delivered as of the date first above written.

SOFTBANK GROUP CAPITAL LIMITED

By: _____
Name:
Title:

[SOFI TECHNOLOGIES, INC.]

By: _____
Name:
Title:

Annex A

Company Account: [●]

Annex B

Seller Account: [●]

EXHIBIT 8

Form of Articles of Incorporation for SoFi Technologies, Inc.

CERTIFICATE OF INCORPORATION
OF
[●]

ARTICLE I

The name of the corporation is [●] (the “Corporation”).

ARTICLE II

The address of the Corporation’s registered office in the State of Delaware is [●], and the name of its registered agent at such address is [●].

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the “DGCL”) as it now exists or may hereafter be amended and supplemented. In addition to the powers and privileges conferred upon the Corporation by law and those incidental thereto, the Corporation shall possess and may exercise all the powers and privileges that are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the Corporation.

ARTICLE IV

The Corporation is authorized to issue four classes of stock to be designated, respectively, “Common Stock,” “Non-Voting Common Stock,” “Preferred Stock” and “Redeemable Preferred Stock.” The total number of shares of capital stock that the Corporation shall have authority to issue is [●]. The total number of shares of Common Stock that the Corporation is authorized to issue is [●], having a par value of \$0.0001 per share, the total number of shares of Non-Voting Common Stock that the Corporation is authorized to issue is [●], having a par value of \$0.0001 per share, the total number of shares of Preferred Stock that the Corporation is authorized to issue is [●], having a par value of \$0.0001 per share, and the total number of shares of Redeemable Preferred Stock that the Corporation is authorized to issue is [●], having a par value of \$0.0000025 per share. References to Preferred Stock herein shall not include the Redeemable Preferred Stock or any series thereof, and references to Redeemable Preferred Stock herein shall not include the Preferred Stock or any series thereof.

ARTICLE V

The designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation are as follows:

A. Common Stock and Non-Voting Common Stock.

1. General. The voting, dividend, liquidation and other rights and powers of the Common Stock and the Non-Voting Common Stock are subject to and qualified by the rights, powers and preferences of any series of Preferred Stock or Redeemable Preferred Stock as may be

designated by the Board of Directors of the Corporation (the “Board of Directors”) and outstanding from time to time.

2. Voting. Except as otherwise provided herein or expressly required by law, each holder of Common Stock, as such, shall be entitled to vote on each matter submitted to a vote of stockholders and shall be entitled to one vote for each share of Common Stock held of record by such holder as of the record date for determining stockholders entitled to vote on such matter. Except to the extent required by Section 242(b)(2) of the DGCL, the Non-Voting Common Stock shall not have any voting rights or powers. Except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any Certificate of Designation (as defined below)) that relates solely to the rights, powers, preferences (or the qualifications, limitations or restrictions thereof) or other terms of one or more outstanding series of Preferred Stock or Redeemable Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any Certificate of Designation) or pursuant to the DGCL.

Subject to the rights of any holders of any outstanding series of Preferred Stock, the number of authorized shares of Common Stock and Non-Voting Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the DGCL.

3. Dividends. Subject to applicable law and the rights and preferences of any holders of any outstanding series of Preferred Stock, and to the prior rights of the holders of the Redeemable Preferred Stock to receive payments in accordance with Article V(C) below, the holders of Common Stock and Non-Voting Common Stock, as such, shall be entitled to the payment of dividends on the Common Stock and Non-Voting Common Stock when, as and if declared by the Board of Directors in accordance with applicable law; provided, that the Common Stock and the Non-Voting Common Stock shall be equal in all respects as to dividends; provided, further, that if the Corporation shall in any manner split, subdivide or combine the outstanding shares of Common Stock or Non-Voting Common Stock, the outstanding shares of the other series shall likewise be split, subdivided or combined in the same manner proportionately and on the same basis per share; provided, further, that no dividend or distribution payable in shares of Common Stock shall be declared on the Non-Voting Common Stock and no dividend or distribution payable in Non-Voting Common Stock shall be declared on the Common Stock, but instead, in the case of a stock dividend or distribution, such dividend or distribution shall be received in like stock (or in such other form as the Board of Directors of the Corporation may determine in accordance with applicable law).

4. Liquidation. Subject to the rights and preferences of any holders of any shares of any outstanding series of Preferred Stock, and to the prior rights of the holders of the Redeemable Preferred Stock to receive payments in accordance with Article V(C) below, in the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the funds and assets of the Corporation that may be legally distributed to the Corporation’s stockholders shall be distributed among the holders of the then outstanding Common Stock and Non-Voting Common Stock pro rata in accordance with the number of shares

of Common Stock and Non-Voting Common Stock held by each such holder; provided, that that the Common Stock and the Non-Voting Common Stock shall be equal in all respects as to rights in liquidation.

5. Transfer Rights. Subject to applicable law and the bylaws of the Corporation (as such bylaws may be amended from time to time, the “Bylaws”), shares of Common Stock and Non-Voting Common Stock shall be fully transferable.

6. Redemption. The Common Stock and Non-Voting Common Stock are not mandatorily redeemable.

7. Special Conversion Provisions. In addition and not in limitation of the provisions in this Certificate of Incorporation:

(i) Upon written notice (“Common Conversion Notice”) to the Corporation from SoftBank Group Capital Limited or SB Sonic Holdco (UK) Limited (each, a “SoftBank Holder” and collectively, the “SoftBank Holders”), such number of shares of Common Stock held by such SoftBank Holder as may be specified in the applicable Common Conversion Notice from such SoftBank Holder shall automatically convert into an equal number of fully paid and non-assessable shares of Non-Voting Common Stock. Each SoftBank holder shall be permitted to provide an unlimited number of Common Conversion Notices. In the event the Corporation becomes a bank holding company (within the meaning of the Bank Holding Company Act of 1956, as amended), then the minimum number of shares of Common Stock held by the SoftBank Holders shall automatically be converted into an equal number of fully paid and non-assessable shares of Non-Voting Common Stock so that the SoftBank Holders, together with their Affiliates, would not own or control, or be deemed to own or control, collectively, greater than 24.9% of the voting power of any class of voting securities of the Corporation.

(ii) Shares of Non-Voting Common Stock shall not be convertible into shares of Common Stock in the hands of any SoftBank Holder or its transferees; provided, that (1) each share of Non-Voting Common Stock shall automatically be converted into one share of Common Stock in a Permitted Regulatory Transfer and (2) in connection with any issuances of Common Stock by the Corporation, at the election of any SoftBank Holder, shares of Non-Voting Common Stock held by such SoftBank Holder may be converted into the same number of shares of Common Stock so long as such SoftBank Holder does not acquire a higher percentage of the outstanding Common Stock than such SoftBank Holder controlled immediately prior to such issuance.

(iii) The Corporation shall take all requisite actions to amend this Certificate of Incorporation to ensure that at all times there are sufficient authorized but unissued shares of Common Stock and Non-Voting Common Stock to permit the SoftBank Holders to convert (1) such number of their shares of Common Stock into Non-Voting Common Stock as set forth in a Common Conversion Notice and (2) all of their shares of Non-Voting Common Stock into Common Stock in a Permitted Regulatory Transfer.

(iv) Any automatic conversion pursuant to this Section 6 shall be deemed to have been made immediately prior to the close of business on the date immediately preceding the date on which the facts, events or occurrences giving rise to such automatic conversion first arose, existed or occurred, without any further action by the holder of such shares and whether or not any certificates representing such shares have been surrendered to the Corporation or its transfer agent, and the Persons entitled to receive the shares of stock issuable upon such automatic conversion shall be treated for all purposes as the record holders of such shares on such date; provided, however, that until any certificates for the shares that have been converted have been delivered to the Corporation or its transfer agent, the Corporation shall not be obligated to issue certificates representing the shares issued upon such automatic conversion.

(v) Certain Definitions:

(1) “Affiliate” of any particular Person means any other Person controlling, controlled by or under common control with such Person, where “control” means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, its capacity as a sole or managing member or otherwise; provided, that no stockholder shall be deemed an Affiliate of the Corporation or any of its subsidiaries for purposes of this paragraph (A)7 of Article V and Article XI, and neither the Corporation nor any of its Subsidiaries shall be deemed an Affiliate of any stockholder for purposes of this paragraph (A)7 of Article V and Article XI .

(2) “Permitted Regulatory Transfer” means a transfer of shares of Non-Voting Common Stock in any of the following transfers:

(a) in a widespread public distribution;

(b) to the Corporation;

(c) in transfers in which no transferee (or group of associated transferees) would receive two percent (2%) or more of the outstanding securities of any class of voting securities of the Corporation; and

(d) to a transferee that would control more than fifty percent (50%) of every class of voting securities of the issuing company without any transfer from the person;

(3) “Person” means any individual, general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so permits.

B. Preferred Stock.

1. Shares of Preferred Stock may be issued from time to time in one or more series, each of such series to have such terms as stated or expressed herein and in the resolution or resolutions providing for the creation and issuance of such series adopted by the Board of Directors as hereinafter provided.

2. Authority is hereby expressly granted to the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by adopting a resolution or resolutions providing for the issuance of the shares thereof and by filing a certificate of designation relating thereto in accordance with the DGCL (a "Certificate of Designation"), to determine and fix the number of shares of such series and such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation thereof, dividend rights, conversion rights, redemption privileges and liquidation preferences, and to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series as shall be stated and expressed in such resolutions, all to the fullest extent now or hereafter permitted by the DGCL. Without limiting the generality of the foregoing, but subject to the rights of the holders of the Redeemable Preferred Stock to receive payments in accordance with Article V(C) below, the resolution or resolutions providing for the creation and issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to any other series of Preferred Stock to the extent permitted by law and this Certificate of Incorporation (including any Certificate of Designation). Except as otherwise required by law, holders of any series of Preferred Stock shall be entitled only to such voting rights, if any, as shall expressly be granted thereto by this Certificate of Incorporation (including any Certificate of Designation).

3. Subject to the rights of any holders of any outstanding series of Preferred Stock or Redeemable Preferred Stock, the number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the DGCL.

C. Redeemable Preferred Stock. The Redeemable Preferred Stock authorized by this Restated Certificate may be issued from time to time in one or more series. [●] shares of Redeemable Preferred Stock shall be designated the "Series 1 Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock" (hereinafter referred to as the "Series 1 Preferred Stock"). Shares of outstanding Series 1 Preferred Stock that are redeemed, purchased or otherwise acquired by the Corporation shall be canceled and shall not be re-issuable by the Corporation. The powers, rights, preferences, privileges and restrictions granted to and

imposed on the Series 1 Preferred Stock are as set forth below in this paragraph C of this Article V.

1. Ranking. The shares of Series 1 Preferred Stock shall rank, with respect to rights to the payment of dividends and the distribution of assets upon the Corporation's liquidation, dissolution or winding up:

a. senior to all classes or series of Common Stock, Non-Voting Common Stock, Preferred Stock and any other class or series of capital stock of the Corporation now or hereafter authorized, issued or outstanding that, by its terms, does not expressly provide that it ranks senior to or *pari passu* with the Series 1 Preferred Stock with respect to rights to the payment of dividends and the distribution of assets upon the Corporation's liquidation, dissolution or winding up, as the case may be (collectively, "Series 1 Junior Stock");

b. on a parity with any other class or series of capital stock of the Corporation hereafter authorized, issued or outstanding that, by its terms, expressly provides that it ranks *pari passu* with the Series 1 Preferred Stock with respect to rights to the payment of dividends and the distribution of assets upon the Corporation's liquidation, dissolution or winding up, as the case may be (collectively, "Series 1 Parity Stock");

c. junior to any other class or series of capital stock of the Corporation hereafter authorized, issued or outstanding that, by its terms, expressly provides that it ranks senior to the Series 1 Preferred Stock with respect to rights to the payment of dividends and the distribution of assets upon the Corporation's liquidation, dissolution or winding up, as the case may be, or that is redeemable any earlier than the date that is ninety one (91) days after the date the last share of Series 1 Preferred Stock ceases to be outstanding, other than any Series 1 Parity Stock that is redeemable concurrent with any redemption of Series 1 Preferred Stock ratably in proportion to the preferential amount each holder of Series 1 Preferred Stock and Series 1 Parity Stock is otherwise entitled to receive (collectively, "Series 1 Senior Stock"); and

d. junior to all existing and future indebtedness of the Corporation (including indebtedness convertible into or exchangeable for capital stock of the Corporation) and to any indebtedness of (as well as any preferred equity interest held by others in) the Corporation's existing and future subsidiaries.

The Corporation may authorize and issue additional shares of Series 1 Junior Stock, Series 1 Senior Stock and Series 1 Parity Stock and may issue authorized but unissued shares of Series 1 Preferred Stock, in each case without the consent of the holders of the Series 1 Preferred Stock, provided that such issuance complies with the Incurrence Covenants (as defined in that certain Amended and Restated Series 1 Preferred Stock Investors' Agreement, dated as of [●], 2021, by and among the Corporation and the investors listed on Schedule 1 thereto (such agreement, as amended from time to time, the "Amended and Restated Series 1 Investors' Agreement")).

2. Dividends.

a. The holders of shares of Series 1 Preferred Stock shall be entitled to receive cumulative cash dividends, out of any assets legally available therefor, in parity with

each other, and prior and in preference to any declaration or payment of any dividend (payable other than in Series 1 Junior Stock or rights entitling the holder thereof to receive, directly or indirectly, additional shares of Series 1 Junior Stock) on any Series 1 Junior Stock, from and including the date of issuance of the shares of Series 1 Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock of Social Finance, Inc., a Delaware corporation (the “SoFi Series 1 Preferred Stock”) that were converted into the Series 1 Preferred Stock upon the merger of Social Finance, Inc. and Plutus Merger Sub Inc., a Delaware corporation and wholly owned subsidiary of the Corporation (the “SoFi Merger”), at a fixed rate equal to 12.5% per annum of the Series 1 Price (as defined below) for each outstanding share of Series 1 Preferred Stock then held by them (equivalent to \$12.50 per annum per share of Series 1 Preferred Stock, as adjusted for stock splits, stock dividends, recapitalizations and the like with respect to the Series 1 Preferred Stock), which rate shall reset on each Dividend Reset Date (as defined below) (as reset, if applicable, the “Dividend Rate”). “Series 1 Price” means \$100.00 per share (as adjusted for stock splits, stock dividends, reclassification and the like).

b. Notwithstanding anything to the contrary contained herein, dividends on the Series 1 Preferred Stock will accumulate and compound (if applicable) whether or not the Corporation has earnings, whether or not there are funds legally available for the payment of those dividends and whether or not those dividends are declared by the Board of Directors, and shall include all accumulated and compounded (if applicable) and unpaid dividends on the SoFi Series 1 Preferred Stock as of [●]¹, 2021, if any (“Accrued SoFi Dividends”). Any dividend payment made on the Series 1 Preferred Stock shall first be credited against the earliest accumulated and compounded (if applicable), but unpaid dividend, due with respect to the Series 1 Preferred Stock.

c. Dividends will be payable semi-annually in arrears on the 30th day of June and the 31st day of December of each year, only when, as and if declared by the Board of Directors, provided that if any dividend payment date is not a Business Day (as defined below), then the dividend which would otherwise have been payable on that dividend payment date may be paid on the next succeeding Business Day. “Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York or San Francisco, California are required or authorized by law or executive order to close. The Corporation shall be under no obligation to declare such dividends, subject to the other terms set forth in this Article V. Dividends payable on the Series 1 Preferred Stock will accrue on a daily basis and will be computed based on the actual number of days in a dividend period and a semi-annual dividend period of one hundred and eighty two and a half (182.5) days (treating the semi-annual period during which the SoFi Merger closes as a single dividend period). Dollar amounts resulting from that calculation will be rounded to the nearest cent, with one-half cent being rounded upwards. Dividends will be payable to holders of record of Series 1 Preferred Stock as they appear on the Corporation’s books at the close of business on the applicable record date, which shall be the fifteenth (15th) calendar day before the applicable dividend payment date, or such other record date, no earlier than thirty (30) calendar days before the applicable dividend payment date, as shall be fixed by the Board of Directors or a duly authorized committee of the Board of Directors.

¹ Insert closing date.

d. The Corporation may defer any scheduled dividend payment on the Series 1 Preferred Stock (which may include any scheduled dividend payment on the SoFi Series 1 Preferred Stock), for up to three (3) semi-annual dividend periods subject to such deferred dividend accumulating and compounding at the applicable Dividend Rate. If the Corporation defers any single scheduled dividend payment on the Series 1 Preferred Stock (including any deferred scheduled dividend payment on the SoFi Series 1 Preferred Stock) for four (4) or more semi-annual dividend periods (a “Dividend Default”), the Dividend Rate applicable to (i) the compounding following the date of such Dividend Default on all then-deferred dividend payments (whether or not deferred for four (4) or more semi-annual dividend periods) applied on a go-forward basis and not retroactively, and (ii) all new dividends accruing from and after the date of such Dividend Default and the compounding on such dividends if such new dividends are deferred, shall be equal to the otherwise applicable Dividend Rate plus four hundred (400) basis points (such additional basis points, the “Default Increase”). The Default Increase shall continue to apply (in addition to any applicable future Dividend Rate reset scheduled to occur on every Dividend Reset Date) until the Corporation pays all deferred dividends that resulted in the Dividend Default (including the applicable compounding thereon). Once the Corporation is current in all such dividends, it may again commence deferral of any scheduled dividend payment up to three (3) semi-annual dividend periods, which dividends will accrue at the then applicable Dividend Rate without any Default Increase until the occurrence of another Dividend Default. Except for any Default Increase that may become payable with respect to the Series 1 Preferred Stock as provided above, no interest, or sum of money in lieu of interest, shall be payable in respect of any dividend payment or payments on the Series 1 Preferred Stock that may be in arrears

e. Dividends on the Series 1 Preferred Stock are payable only when, as and if declared by the Board of Directors. Unless full cumulative dividends on the Series 1 Preferred Stock (after giving effect to any applicable Default Increase) have been or contemporaneously are declared and paid or declared and a sum sufficient for the payment thereof has been or contemporaneously is set apart for payment for all past dividend periods, (i) no dividends (payable other than in Series 1 Junior Stock or rights entitling the holder thereof to receive, directly or indirectly, additional shares of Series 1 Junior Stock) shall be declared or paid or set aside for payment upon shares of Series 1 Junior Stock, (ii) no other distribution (payable other than in Series 1 Junior Stock or rights entitling the holder thereof to receive, directly or indirectly, additional shares of Series 1 Junior Stock) shall be declared or made upon shares of Series 1 Junior Stock, and (iii) no shares of Series 1 Junior Stock shall be redeemed, purchased or otherwise acquired for any consideration (or any moneys be paid to or made available for a sinking fund for the redemption of any such shares) by the Corporation (except by reclassification or conversion into or exchange for other Series 1 Junior Stock for other Series 1 Junior Stock or rights entitling the holder thereof to receive, directly or indirectly, additional shares of Series 1 Junior Stock), except (x) from employees, officers, directors, consultants or other persons performing services for the Corporation or any subsidiary upon the occurrence of certain events, such as the termination of employment, or (y) in connection with the exercise of any right of first refusal held by the Corporation.

f. On the fifth (5th) anniversary of May 29, 2019 (May 29, 2019 being referred to as the “Series 1 Original Issue Date”) and on every one (1) year anniversary of the Series 1 Original Issue Date subsequent to the fifth (5th) anniversary of the Series 1

Original Issue Date (such fifth (5th) anniversary date and each subsequent one (1) year anniversary date, a “Dividend Reset Date”), the Dividend Rate shall reset to a new fixed rate equal to six-month LIBOR as in effect on the second London banking day prior to such Dividend Reset Date (which date is the “dividend determination date” with respect to such Dividend Reset Date) (the “Base Dividend Rate”) plus a spread of 9.9399% per annum, as reasonably determined by the Corporation. The Corporation’s reasonable determination of the Dividend Rate as of each Dividend Reset Date will be binding and conclusive on holders of Series 1 Preferred Stock, any transfer agent for such stock and the Corporation. A “London banking day” is any day on which dealings in deposits in U.S. dollars are transacted in the London interbank market.

g. The term “six-month LIBOR” means, for any dividend determination date with respect to an applicable Dividend Reset Date, the London interbank offered rate for deposits in U.S. dollars having an index maturity of six months commencing on such dividend determination date as administered by the ICE Benchmark Administration (or any other person that takes over the administration of such rate) appearing on Reuters Screen LIBOR01 page (or any successor page) as of approximately 11:00 a.m., London, England time, on such dividend determination date; provided, that, in the event such rate does not appear on such page or service or if such page or service shall cease to be available, six-month LIBOR shall be reasonably determined by the Corporation by reference to such other comparable publicly available service for displaying six-month LIBOR as may be reasonably selected by the Corporation. If at any time, the Corporation reasonably determines that no such service is available or either (w) the supervisor for the administrator of six-month LIBOR has made a public statement that such administrator is insolvent (and there is no successor administrator that will continue publication of six-month LIBOR), (x) the administrator of six-month LIBOR has made a public statement identifying a specific date after which six-month LIBOR will permanently or indefinitely cease to be published by it (and there is no successor administrator that will continue publication of six-month LIBOR), (y) the supervisor for the administrator of six-month LIBOR has made a public statement identifying a specific date after which six-month LIBOR will permanently or indefinitely cease to be published or (z) the supervisor for the administrator of six-month LIBOR has made a public statement identifying a specific date after which six-month LIBOR may no longer be used for determining interest rates for loans, then an alternate Base Dividend Rate to six-month LIBOR that is equal to the alternative rate of interest established under the Corporation’s Revolving Credit Agreement, dated as of September 27, 2018, among the Corporation, the lenders and issuing banks party thereto and Goldman Sachs Bank USA, as the administrative agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Facility”), shall apply, or if no such alternative rate of interest has been established under the Credit Facility, or if the Credit Facility no longer exists at such time, then the Corporation shall select an alternate Base Dividend Rate to six-month LIBOR that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loan facilities similar to the Credit Facility in the United States at such time and which is reasonably acceptable to the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock. This paragraph C(2) of this Article V shall be automatically amended by the Corporation without any further action by the holders of capital stock of the Corporation to reflect such alternate Base Dividend Rate, and, with the approval of the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock, such other related

changes to this paragraph C(2) of this Article V as may be applicable. In the event the Corporation does not select an alternate Base Dividend Rate that is reasonably acceptable to the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock, the Corporation shall appoint a calculation agent (the “Calculation Agent”) reasonably acceptable to the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock, which Calculation Agent shall establish an alternate Base Dividend Rate to six-month LIBOR that gives due consideration to the then prevailing market convention for determining a rate of interest for syndicated loan facilities similar to the Credit Facility in the United States at such time (provided, that if such alternate Base Dividend Rate as so determined would be less than zero, such Base Dividend Rate shall be deemed to be zero for the purposes of this paragraph C(2) of this Article V, and, absent manifest error by the Calculation Agent, this paragraph C(2) of this Article V shall be automatically amended by the Corporation without any further action by the holders of capital stock of the Corporation, to reflect such alternate Base Dividend Rate and, with the approval of the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock, such other related changes to this paragraph C(2) of this Article V as may be applicable. If a Calculation Agent is appointed, the Corporation may, with the consent of the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock, remove such Calculation Agent in accordance with the agreement between the Corporation and the Calculation Agent; provided, that the Corporation shall appoint a successor Calculation Agent who shall be reasonably acceptable to the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock and who shall accept such appointment prior to or contingent upon the effectiveness of such removal. Upon any such removal or appointment, the Corporation shall send written notice thereof to the holders of the Series 1 Preferred Stock. The Corporation shall be responsible for the compensation of the Calculation Agent.

3. Redemption. The Series 1 Preferred Stock is perpetual and has no stated maturity and will not be subject to any sinking fund or, except upon exercise of any Put Right as provided in paragraph (C)(4) of this Article V below, mandatory redemption. The Series 1 Preferred Stock is redeemable at the Corporation’s option, as provided in paragraph (C)(3)(a) and (b) of this Article V below. Except as expressly provided herein, the Corporation is not required to set apart for payment any funds to redeem the Series 1 Preferred Stock.

a. Optional Redemption. Unless prohibited by Delaware law, the Corporation may at any time but no more than three (3) times, at its option, redeem the Series 1 Preferred Stock, in whole or in part (provided any partial redemption is for (x) at least a number of shares of Series 1 Preferred Stock having an aggregate Series 1 Price of one-third (1/3) of the aggregate Series 1 Price of all shares of Series 1 Preferred Stock outstanding as of [●]², 2021 or (y) the remaining shares of Series 1 Preferred Stock then outstanding (such number of shares of Series 1 Preferred Stock being the “Minimum Redemption Amount”)), for cash at a redemption price equal to (i) 100.0% of the Series 1 Price plus (ii) an amount in cash equal to any accumulated and compounded (if applicable) and unpaid dividends thereon (including all Accrued SoFi Dividends, if any, in each case whether or not authorized or declared, and after giving effect to any applicable Default Increase) to, but excluding, the payment date (collectively, the “Series 1 Redemption Price,” and any date on which payment

² Insert closing date.

for such redemption is to be made, the “Optional Redemption Date”); provided, that if any such redemption pursuant to this paragraph (C)(3)(a) of this Article V occurs either (x) prior to the fifth (5th) anniversary of the Series 1 Original Issue Date, or (y) after the fifth (5th) anniversary of the Series 1 Original Issue Date and not on a Dividend Reset Date, a holder of Series 1 Preferred Stock shall also be entitled to receive an amount in cash equal to any dividends that would have otherwise been payable to such holder on such redeemed shares of Series 1 Preferred Stock (after giving effect to any applicable Default Increase) for all dividend periods (even if any are less than a full semi-annual dividend period) following the applicable Optional Redemption Date up to and including the Dividend Reset Date immediately following such Optional Redemption Date (discounted back to such Optional Redemption Date at a rate equal to the greater of (x) the Adjusted Treasury Rate plus fifty (50) basis points and (y) zero (0) per annum) (collectively, the “Redemption Premium”). For the avoidance of doubt, any such Redemption Premium shall not be included in the definition of Series 1 Redemption Price hereunder.

“Adjusted Treasury Rate” means, as of the date of the applicable Repurchase Notice (as defined below), the weekly average rounded to the nearest one hundredth ($1/100^{\text{th}}$) of a percentage point (for the most recently completed week for which such information is available as of the date that is two Business Days prior to the date of such Repurchase Notice) of the yield to maturity of United States Treasury securities with a constant maturity (as compiled and published in Federal Reserve Statistical Release H.15 with respect to each applicable day during such week or, if such release is no longer published, any publicly available source of similar market data) most nearly equal to the period from the date of such Repurchase Notice to the Dividend Reset Date immediately following the applicable Optional Redemption Date; provided, however, that if the period from the date of such Repurchase Notice to the Dividend Reset Date immediately following the applicable Optional Redemption Date is not equal to the constant maturity of a United States Treasury security for which such a yield is given, the Adjusted Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth ($1/12$) of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from the date of such Repurchase Notice to the Dividend Reset Date immediately following the applicable Optional Redemption Date is less than one (1) year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one (1) year shall be used. Any such Adjusted Treasury Rate shall be determined, and the information required to be obtained for its calculation shall be obtained, by the Corporation or its designee.

b. Special Optional Redemption. In addition to the redemption rights described in paragraph (C)(3)(a) of this Article V above, and without limiting the rights of the holders of the Series 1 Preferred Stock described in paragraph (C)(4) of this Article V below, unless prohibited by Delaware law, the Corporation, may, at its option, redeem the Series 1 Preferred Stock in whole but not in part upon the occurrence of a Change of Control, within one hundred and twenty (120) days after the first date on which such Change of Control occurred, for cash at a redemption price equal to the Series I Redemption Price.

A “Change of Control” is deemed to occur when, after [●]³, the following have occurred and are continuing: (x) the acquisition by any person, including any syndicate or group deemed to be a “person” under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, of beneficial ownership, directly or indirectly, through a purchase, merger or other acquisition transaction or series of purchases, mergers or other acquisition transactions of the Corporation’s stock entitling that person to exercise more than 50% of the total voting power of all of the Corporation’s stock entitled to vote generally in the election of its directors (except that such person will be deemed to have beneficial ownership of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition); and (y) following the closing of any transaction referred to in clause (x) of this paragraph, neither the Corporation nor the acquiring or surviving entity in such transaction has a class of common securities (or American Depositary Receipts representing such securities) listed on the NYSE, the NYSE American or the Nasdaq Stock Market, or listed or quoted on an exchange or quotation system that is a successor to the NYSE, the NYSE American or the Nasdaq Stock Market.

c. Redemption Procedures. In connection with an Optional Redemption pursuant to paragraph (C)(3)(a) of this Article V above or a Special Optional Redemption pursuant to paragraph (C)(3)(b) of this Article V above, the Corporation will make a single payment not less than fifteen (15) days, and not more than sixty (60) days after delivery by the Corporation of the Repurchase Notice (as defined below) to the holders of Series 1 Preferred Stock (the date on which payment for such redemption is to be made, the “Payment Date”). If the Corporation elects to redeem less than all outstanding shares of Series 1 Preferred Stock, then the Corporation shall redeem from each holder, on a pro rata basis in accordance with the number of shares of Series 1 Preferred Stock owned by such holder, that number of outstanding shares of Series 1 Preferred Stock (rounded down to the nearest whole share of Series 1 Preferred Stock) determined by multiplying (x) the total number of shares of outstanding Series 1 Preferred Stock that the Corporation has elected to redeem (which, for the avoidance of doubt, shall not be less than the Minimum Redemption Amount) by (y) the ratio obtained by dividing (i) the total number of shares of Series 1 Preferred Stock held by such holder by (ii) the total number of shares of Series 1 Preferred Stock outstanding, each as of the date of the Repurchase Notice. If on the Payment Date, Delaware law prohibits the Corporation from redeeming all shares of Series 1 Preferred Stock to be redeemed, the Corporation shall ratably redeem the maximum number of shares that it may redeem consistent with such law, and may redeem the remaining shares as soon as it may lawfully do so.

d. Repurchase Notice. The Corporation shall send written notice of the redemption pursuant to this paragraph (C)(3) of this Article V (the “Repurchase Notice”) to each holder of record of Series 1 Preferred Stock not less than fifteen (15) days and not more than sixty (60) days prior to the Payment Date, and in the event of a Special Optional Redemption pursuant to paragraph (C)(3)(b) of this Article V above, not later than 105 days after the applicable Change of Control. Each Repurchase Notice shall state:

³ Note to Draft: To be the first business day following the Closing Date.

i. the aggregate number of shares of Series 1 Preferred Stock that the Corporation shall redeem on the Payment Date;

ii. the number of shares of Series 1 Preferred Stock held by the holder that the Corporation shall redeem;

iii. the Series 1 Redemption Price and, if applicable, the Redemption Premium, and the Payment Date; and

iv. for holders of shares of Series 1 Preferred Stock in certificated form, that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Series 1 Preferred Stock to be redeemed.

e. Surrender of Certificates; Payment. On or before the applicable Payment Date or Put Right Payment Date (as defined below), each holder of shares of Series 1 Preferred Stock to be redeemed on such Payment Date or repurchased on such Put Right Payment Date, shall, if a holder of shares in certificated form, surrender the certificate or certificates representing such shares (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate) to the Corporation, in the manner and at the place designated in the Repurchase Notice or Put Right Notice (as defined below), and thereupon the Series 1 Redemption Price and, if applicable, the Redemption Premium, for such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the event less than all of the shares of Series 1 Preferred Stock represented by a certificate are redeemed or repurchased, a new certificate, instrument, or book entry representing the unredeemed or unrepurchased shares of Series 1 Preferred Stock shall promptly be issued to such holder.

f. Rights Subsequent to Redemption. If the Repurchase Notice or Put Right Notice shall have been duly given, and if on the applicable Payment Date or Put Right Payment Date, the Series 1 Redemption Price and, if applicable, the Redemption Premium, payable upon redemption or repurchase of the shares of Series 1 Preferred Stock to be redeemed on such Payment Date or repurchased on such Put Right Payment Date is paid or tendered for payment or deposited with an independent payment agent so as to be available therefor in a timely manner, then notwithstanding that any certificates evidencing any of the shares of Series 1 Preferred Stock so called for redemption or subject to such Put Right shall not have been surrendered, dividends with respect to such shares of Series 1 Preferred Stock shall cease to accrue after such Payment Date or Put Right Payment Date and all rights with respect to such shares shall forthwith after the Payment Date or Put Right Payment Date terminate, except only the right of the holders to receive the Series 1 Redemption Price and, if applicable, the Redemption Premium, without interest upon surrender of any such certificate or certificates therefor.

4. Put Rights.

a. Change of Control Put Right. Provided the Corporation does not exercise its right to redeem the Series 1 Preferred Stock pursuant to paragraph (C)(3) of this Article V above, upon the occurrence of a Change of Control, within one hundred and twenty (120) days after the first date on which such Change of Control occurred, each holder of Series 1 Preferred Stock will have the right (a “Change of Control Put Right”) to require the Corporation, at the holder’s election, to purchase for cash some or all of the shares of Series 1 Preferred Stock held by such holder on the applicable Put Right Payment Date at a redemption price equal to the Series 1 Redemption Price.

b. Dividend Default Put Right. If the Series 1 Preferred Stock is not earlier redeemed by the Corporation, if a Dividend Default occurs and is continuing as of any Dividend Reset Date, during the six-month period immediately following such Dividend Reset Date, each holder of Series 1 Preferred Stock will have the right (the “Dividend Default Put Right”) to require the Corporation, at the holder’s election, to purchase for cash some or all of the shares of Series 1 Preferred Stock held by such holder on the applicable Put Right Payment Date at a redemption price equal to the Series 1 Redemption Price.

c. Covenant Default Put Right. If the Series 1 Preferred Stock is not earlier redeemed by the Corporation, if a Covenant Default (as defined in the Amended and Restated Series 1 Investors’ Agreement) occurs and is not cured within the applicable Cure Period (as defined in the Amended and Restated Series 1 Investors’ Agreement), during the six-month period immediately following the expiration of such Cure Period, each holder of Series 1 Preferred Stock will have the right (the “Covenant Default Put Right” and, together with the Change of Control Put Right and the Dividend Default Put Right, the “Put Rights”) to require the Corporation, at the holder’s election, to purchase for cash some or all of the shares of Series 1 Preferred Stock held by such holder on the applicable Put Right Payment Date at a redemption price equal to the Series 1 Redemption Price.

d. Notice. In the event any holder of Series 1 Preferred Stock shall exercise a Put Right, the Corporation shall send written notice (the “Put Right Notice”) confirming such exercise to each holder of record of Series 1 Preferred Stock not later than ten (10) days following the date of such exercise. Each Put Right Notice shall state:

i. the Series 1 Redemption Price and the Put Right Payment Date; and

ii. for holders of shares of Series 1 Preferred Stock in certificated form, that the holder is to surrender to the Corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares of Series 1 Preferred Stock to be repurchased by the Corporation.

e. Waiver. Any Dividend Default Put Right or Covenant Default Put Right, once exercisable by the holders of Series 1 Preferred Stock, may be waived prior to the first Put Right Payment Date with respect to such Dividend Default Put Right or

Covenant Default Put Right with the written consent of the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock.

f. Payment. The Corporation shall deliver the amount payable upon exercise of a Put Right on a Business Day on or prior to the date that is forty-five (45) days following the date such Put Right is exercised in writing (the date on which payment for such purchase is to be made, the “Put Right Payment Date”), provided such Put Right is not thereafter waived in accordance with paragraph (C)(4)(e) of this Article V.

g. Remedies.

i. The Default Increase and the Dividend Default Put Right shall be the sole and exclusive remedy of the holders of Series 1 Preferred Stock for a Dividend Default. The Default Increase and the Covenant Default Put Right shall be the sole and exclusive remedy of the holders of Series 1 Preferred Stock for a Covenant Default. The Default Increase, if applicable, shall apply without duplication, regardless of whether there is more than one Covenant Default that remains uncured at the expiration of the Cure Period. This paragraph (C)(4)(g)(i) of this Article V shall not be applicable to the remedies available in the event the Corporation shall fail to pay any of the Change of Control Put Right, Dividend Default Put Right or Covenant Default Put Right for any reason.

ii. Upon exercise of a Put Right, and subject to this paragraph (C)(4)(g) of this Article V, the Corporation shall apply all of its assets to any such repurchase, and to no other corporate purpose, except to the extent prohibited by Delaware law. If the Corporation shall fail to pay any Put Right for any reason (including due to a limitation imposed by its credit facility or any other agreement, Delaware law or any other applicable law), the holders of Series 1 Preferred Stock shall be entitled to seek damages for such failure to pay and the Corporation shall take all actions (as determined by the Board of Directors in good faith and consistent with its fiduciary duties) to generate sufficient funds to pay the applicable Put Right, including by way of selling assets, reducing indebtedness, raising equity or other financing or otherwise, and any such funds shall immediately (and in no event more than five (5) Business Days thereafter) be used to pay such Put Right. Until the Change of Control Put Right, Dividend Default Put Right or Covenant Default Put Right, as applicable, is paid, the shares of Series 1 Preferred Stock that are the subject of such Put Right shall continue to bear cumulative dividends at the Dividend Rate (after giving effect to any applicable Default Increase) in accordance with paragraph (C)(2) of this Article V. If on any Put Right Payment Date, Delaware law prohibits the Corporation from repurchasing all shares of Series 1 Preferred Stock that are subject to the applicable Put Right, the Corporation shall ratably repurchase the maximum number of shares of Series 1 Preferred Stock that it may repurchase consistent with such law from each holder exercising such Put Right, and shall redeem the remaining shares of Series 1 Preferred Stock as soon as it may lawfully do so under such law.

5. Voting Rights and Powers.

a. Each holder of Series 1 Preferred Stock shall be entitled to vote on each matter submitted to a vote of holders of Common Stock and shall be entitled to [one]⁴ vote for each share of Series 1 Preferred Stock held of record by such holder as of the record date for determining stockholders entitled to vote on such matter. The holders of Common Stock and Series 1 Preferred Stock shall vote together as a single class on all matters submitted to a vote of stockholders. Except as expressly provided by this Certificate of Incorporation or to the extent required by Section 242(b)(2) of the DGCL, holders of Series 1 Preferred Stock shall have no voting power, and no right to vote on any matter at any time, either as a separate series or class or together with any other series or class of shares of capital stock, and shall not be entitled to call a meeting of such holders for any purpose.

b. So long as any shares of Series 1 Preferred Stock remain outstanding, the affirmative vote or consent of the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock is required for the Corporation to amend, alter or repeal any provision of this Certificate of Incorporation or the Bylaws, whether by merger, consolidation or otherwise, in a manner that materially adversely affects the holders of the Series 1 Preferred Stock (provided that an amendment that authorizes Series 1 Senior Stock otherwise in accordance with this Certificate of Incorporation shall not be deemed to materially adversely affect the holders of the Series 1 Preferred Stock). Except to the extent required by the DGCL, an amendment of any provision of this paragraph (C) of this Article V shall only require the consent of the Corporation and the affirmative vote or consent of the holders of at least a majority of the outstanding shares of Series 1 Preferred Stock, if any remain outstanding.

The foregoing voting provisions will not apply if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all outstanding shares of Series 1 Preferred Stock shall have been redeemed or called for redemption upon proper notice and sufficient funds shall have been irrevocably set aside by the Corporation separate and apart from its other assets, in trust for the benefit of the holders of any shares of Series 1 Preferred Stock so called for redemption so as to be and continue to be available therefor.

c. If a Dividend Default shall occur, the number of directors of the Corporation shall be increased by one within ten (10) days of the occurrence of such Dividend Default, and the holders of a majority of the outstanding shares of Series 1 Preferred Stock may, in their sole discretion, appoint one (1) additional member of the Board of Directors (the “Series 1 Director”), which director shall serve until full cumulative dividends on the Series 1 Preferred Stock (after giving effect to any applicable Default Increase) have been or contemporaneously are declared and paid or declared and a sum sufficient for the payment thereof has been, or contemporaneously is, set apart for payment for all past dividend periods and the then-current dividend period. Holders of a majority of the shares of Series 1 Preferred Stock shall also have the right to remove from office such director, to fill any vacancy caused

⁴ Note to Draft: The total voting power of the Series 1 Preferred Stock will aggregate to approximately 1% of the outstanding voting power at the Closing.

by the resignation or death of such director and to fill any vacancy caused by the removal of such director. Upon such payment, or such declaration and setting apart for payment in full, the term of the additional director so elected shall forthwith terminate, and the number of directors shall be reduced by one (1), and such voting right of the holders of shares of Series 1 Preferred Stock shall cease, in each case without further action by the Board of Directors, the Corporation or any other person, subject to increase in the number of directors of the Corporation as described above and to revesting of such voting right in the event of each and every additional Dividend Default.

6. Conversion Rights. The holders of shares of Series 1 Preferred Stock shall not have any rights to convert such shares into shares of any other class or series of securities of the Corporation.

ARTICLE VI

The name and mailing address of the Sole Incorporator is as follows:

Name:
[•]

Address:
[•]

ARTICLE VII

For the management of the business and for the conduct of the affairs of the Corporation it is further provided that:

A. The directors shall be elected at the annual meetings of stockholders as specified in this Certificate of Incorporation, except as otherwise provided in this Certificate of Incorporation and in the Bylaws, and each director shall hold office until his or her successor is duly elected and qualified or until his or her earlier death, resignation, disqualification or removal in accordance with this Certificate of Incorporation and the Bylaws. No decrease in the number of directors shall shorten the term of any incumbent director.

B. Subject to the special rights of the holders of one or more outstanding series of Preferred Stock to elect directors, the election of directors shall be determined by a plurality of the votes cast by the stockholders present in person or represented by proxy at the meeting and entitled to vote thereon.

C. Except as otherwise expressly provided by the DGCL or this Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The number of directors that shall constitute the whole Board of Directors shall be fixed exclusively by one or more resolutions adopted from time to time by the Board of Directors in accordance with the Bylaws.

D. Subject to the special rights of the holders of one or more outstanding series of Preferred Stock to elect directors, the Board of Directors or any individual director may be removed from office at any time, with or without cause, by the affirmative vote of the holders of

at least a majority of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

E. Subject to the special rights of the holders of one or more outstanding series of Preferred Stock to elect directors, except as otherwise provided by law, any vacancies on the Board of Directors resulting from death, resignation, disqualification, retirement, removal or other causes and any newly created directorships resulting from any increase in the number of directors shall be filled exclusively by a majority of the directors then in office, even though less than a quorum, or by a sole remaining director, and shall not be filled by the stockholders. Any director appointed in accordance with the preceding sentence shall hold office for a term expiring at the next annual meeting of stockholders and until his or her successor has been elected and qualified, subject, however, to such director's earlier death, resignation, retirement, disqualification or removal.

F. Whenever the holders of any one or more series of Preferred Stock issued by the Corporation shall have the right, voting separately as a series or separately as a class with one or more such other series, to elect directors at an annual or special meeting of stockholders, the election, term of office, removal and other features of such directorships shall be governed by the terms of this Certificate of Incorporation (including any Certificate of Designation). Notwithstanding anything to the contrary in this Article VII, the number of directors that may be elected by the holders of any such series of Preferred Stock shall be in addition to the number fixed pursuant to paragraph C of this Article VII, and the total number of directors constituting the whole Board of Directors shall be automatically adjusted accordingly. Except as otherwise provided in the Certificate of Designation(s) in respect of one or more series of Preferred Stock, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such Certificate of Designation(s), the terms of office of all such additional directors elected by the holders of such series of Preferred Stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate (in which case each such director thereupon shall cease to be qualified as, and shall cease to be, a director) and the total authorized number of directors of the Corporation shall automatically be reduced accordingly.

G. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws, subject to the power of the stockholders of the Corporation entitled to vote with respect thereto to adopt, amend or repeal the Bylaws. The stockholders of the Corporation shall also have the power to adopt, amend or repeal the Bylaws; provided, that in addition to any vote of the holders of any class or series of stock of the Corporation required by applicable law or by this Certificate of Incorporation (including any Certificate of Designation in respect of one or more series of Preferred Stock) or the Bylaws of the Corporation, the adoption, amendment or repeal of the Bylaws of the Corporation by the stockholders of the Corporation shall require the affirmative vote of the holders

of at least two-thirds of the voting power of all of the then outstanding shares of voting stock of the Corporation entitled to vote generally in an election of directors.

H. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

ARTICLE VIII

A. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of the stockholders of the Corporation, and shall not be taken by written consent of the stockholders. Notwithstanding the foregoing, any action required or permitted to be taken by the holders of any series of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided by the applicable Certificate of Designation relating to such series of Preferred Stock, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares of the relevant series of Preferred Stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation in accordance with the applicable provisions of the DGCL.

B. Subject to the special rights of the holders of one or more series of Preferred Stock, and to the requirements of applicable law, special meetings of the stockholders of the Corporation may be called only by or at the direction of the Board of Directors, the Chairperson of the Board of Directors or the Chief Executive Officer, in each case, in accordance with the Bylaws, and shall not be called by any other person or persons. Any such special meeting so called may be postponed, rescheduled or cancelled by the Board of Directors or other person calling the meeting.

C. Advance notice of stockholder nominations for the election of directors and of other business proposed to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws. Any business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes identified in the notice of meeting.

ARTICLE IX

No director of the Corporation shall have any personal liability to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or hereafter may be amended. Any amendment, repeal or modification of this Article IX, or the adoption of any provision of the Certificate of Incorporation of the Corporation inconsistent with this Article IX, shall not adversely affect any right or protection of a director of the Corporation with respect to any act or omission occurring prior to such amendment, repeal, modification or adoption. If the DGCL is amended after approval by the stockholders of this Article IX to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended.

ARTICLE X

The Corporation shall indemnify its directors and officers to the fullest extent authorized or permitted by applicable law, as now or hereafter in effect, and such right to indemnification shall continue as to a person who has ceased to be a director or officer of the Corporation and shall inure to the benefit of his or her heirs, executors and personal and legal representatives; provided, however, that, except for proceedings to enforce rights to indemnification, the Corporation shall not be obligated to indemnify any director or officer (or his or her heirs, executors or personal or legal representatives) in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors. The right to indemnification conferred by this Article X shall include the right to be paid by the Corporation the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition upon receipt by the Corporation of an undertaking by or on behalf of the director or officer receiving advancement to repay the amount advanced if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation under this Article X. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this Article X to directors and officers of the Corporation. The rights to indemnification and to the advancement of expenses conferred in this Article X shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation, the Bylaws, any statute, agreement, vote of stockholders or disinterested directors or otherwise. Any repeal or modification of this Article X by the stockholders of the Corporation shall, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to provide broader indemnification rights on a retroactive basis than permitted prior thereto), and shall not adversely affect any rights to indemnification and to the advancement of expenses of a director, officer, employee or agent of the Corporation (collectively, the “Covered Persons”) existing at the time of such repeal or modification in respect of any proceeding (regardless of when such proceeding is first threatened, commenced or completed) arising out of, or related to, any act or omission occurring prior to such repeal or modification of such inconsistent provision.

The Corporation hereby acknowledges that certain Covered Persons may have rights to indemnification and advancement of expenses (directly or through insurance obtained by any such entity) provided by one or more third parties (collectively, the “Other Indemnitors”), and which may include third parties for whom such Covered Person serves as a manager, member, officer, employee or agent. The Corporation hereby agrees and acknowledges that notwithstanding any such rights that a Covered Person may have with respect to any Other Indemnitor(s), (i) the Corporation is the indemnitor of first resort with respect to all Covered Persons in respect of all obligations to indemnify and provide advancement of expenses to Covered Persons, (ii) the Corporation shall be required to indemnify and advance the full amount of expenses incurred by the Covered Persons, to the fullest extent required by law, the terms of this Certificate of Incorporation, the Bylaws, any agreement to which the Corporation is a party, any vote of the stockholders or the Board of Directors, or otherwise, without regard to any rights the Covered Persons may have against the Other Indemnitors and (iii) to the fullest extent permitted by law, the Corporation irrevocably waives, relinquishes and releases the Other Indemnitors from any and all claims for contribution, subrogation or any other recovery of any kind in respect thereof. The Corporation further agrees that no advancement or payment by the Other Indemnitors with respect

to any claim for which the Covered Persons have sought indemnification from the Corporation shall affect the foregoing and the Other Indemnitors shall have a right of contribution and/or be subrogated to the extent of any such advancement or payment to all of the rights of recovery of the Covered Persons against the Corporation. These rights shall be a contract right, and the Other Indemnitors are express third party beneficiaries of the terms of this paragraph. Notwithstanding anything to the contrary herein, the obligations of the Corporation under this paragraph shall only apply to Covered Persons in their capacity as Covered Persons.

ARTICLE XI

A. The Corporation hereby acknowledges that to the fullest extent permitted by applicable law: (1) each of the Sponsor, the SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors (including (a) their respective Affiliates, (b) any portfolio company in which they or any of their respective Affiliates or investment fund Affiliates have made a debt or equity investment (and vice versa) or (c) any of their respective limited partners, non-managing members or other similar direct or indirect investors) and the director nominees of the foregoing has the right to, and shall have no duty (fiduciary, contractual or otherwise) not to, directly or indirectly engage in and possess interests in other business ventures of every type and description, including those engaged in the same or similar business activities or lines of business as the Corporation or any of its subsidiaries or deemed to be competing with the Corporation or any of its subsidiaries, on its own account, or in partnership with, or as an employee, officer, director or shareholder of any other Person, with no obligation to offer to the Corporation or any of its subsidiaries, or any other investor or holder of capital stock of the Company the right to participate therein; (2) each of the Sponsor, the SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors (including (a) their respective Affiliates, (b) any portfolio company in which they or any of their respective Affiliates or investment fund Affiliates have made a debt or equity investment (and vice versa) or (c) any of their respective limited partners, non-managing members or other similar direct or indirect investors) and the director nominees of the foregoing may invest in, or provide services to, any Person that directly or indirectly competes with the Corporation or any of its subsidiaries; and (iii) in the event that any of the Sponsor, the SoftBank Investors, the Silver Lake Investors, the QIA Investors and the Red Crow Investors (including (a) their respective Affiliates, (b) any portfolio company in which they or any of their respective Affiliates or investment fund Affiliates have made a debt or equity investment (and vice versa) or (c) any of their respective limited partners, non-managing members or other similar direct or indirect investors) or any director nominee of the foregoing, respectively, acquires knowledge of a potential transaction or matter that may be a corporate or other business opportunity for the Corporation or any of its subsidiaries, such Person shall have no duty (fiduciary, contractual or otherwise) to communicate or present such corporate opportunity to the Corporation or any of its subsidiaries or any other investor or holder of capital stock of the Company, as the case may be, and shall not be liable to the Corporation or any of its subsidiaries or any other investor or holder of capital stock of the Corporation (or its respective Affiliates) for breach of any duty (fiduciary, contractual or otherwise) by reason of the fact that such Person, directly or indirectly, pursues or acquires such opportunity for itself, directs such opportunity to another Person or does not present such opportunity to the Corporation or any of its subsidiaries or any other investor or holder of capital stock of the Corporation (or its respective Affiliates). For the avoidance of doubt, the parties acknowledge that, subject to paragraph B of this Article XI, this paragraph A of this Article XI is intended to disclaim and renounce, to the fullest extent

permitted by applicable law, any right of the Corporation or any of its subsidiaries with respect to the opportunities expressly disclaimed by this paragraph A of this Article XI, and this paragraph A of this Article XI shall be construed to effect such disclaimer and renunciation to the fullest extent permitted by law.

B. Notwithstanding anything to the contrary in this Article XI, this Article XI shall not apply to any potential transaction or matter that may be a corporate or other business opportunity for the Corporation or any of its subsidiaries presented in writing to any director nominee of the Sponsor, SoftBank Investors, Silver Lake Investors, QIA Investors, or Red Crow Investors expressly in each such Person's capacity as a director or employee of the Corporation or any of its subsidiaries (and not in any other capacity).

C. For the purpose of this Article XI:

1. "Affiliated Fund" means an affiliated fund or entity of a stockholder, which means with respect to a limited liability company or a limited liability partnership, a fund or entity managed by the same manager or managing member or general partner or management company or by an entity controlling, controlled by, or under common control with such manager or managing member or general partner or management company, or advised by the same investment adviser.

2. "Red Crow Investors" means, [●] and any Affiliated Fund of the foregoing to whom the foregoing have transferred shares of capital stock of the Corporation.

3. "Silver Lake Investors" means, collectively, Silver Lake Partners IV, L.P. and Silver Lake Technology Investors IV (Delaware II), L.P. and any Affiliated Fund of the foregoing to whom the foregoing have transferred shares of capital stock of the Corporation.

4. "SoftBank Investors" means, collectively, SoftBank Group Capital Limited and SB Sonic Holdco (UK) Limited and any Affiliated Fund of the foregoing to whom the foregoing have transferred shares of capital stock of the Corporation.

5. "Sponsor" shall mean SCH Sponsor V LLC, a Cayman Islands limited liability company.

6. "QIA Investors" means QIA FIG Holding LLC and any Affiliated Fund of the foregoing to whom it has transferred shares of capital stock of the Corporation.

ARTICLE XII

D. The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation (including any Certificate of Designation), in the manner now or hereafter prescribed by this Certificate of Incorporation and the DGCL. Notwithstanding anything contained in this Certificate of Incorporation to the contrary, in addition to any vote required by applicable law, the following provisions in this Certificate of Incorporation may be amended, altered, repealed or rescinded, in whole or in part, or any provision inconsistent therewith or herewith may be adopted, only by the affirmative vote of the holders of at least 66 2/3% of the total voting power of all the then

outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class: Article V, Article VII, Article VIII, Article IX, Article X, Article XI and this Article XI.

E. If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not, to the fullest extent permitted by applicable law, in any way be affected or impaired thereby and (ii) to the fullest extent permitted by applicable law, the provisions of this Certificate of Incorporation (including, without limitation, each such portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

I, THE UNDERSIGNED, being the Sole Incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the DGCL, do make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this [●] day of [●], 2021.

[●]

Sole Incorporator

EXHIBIT 9

OCC Preliminary Conditional Approval, dated October 27, 2020



October 27, 2020

Paul Mayer
Vice President of Strategy
Social Finance, Inc.
234 First Street
San Francisco, CA 94105

Re: Preliminary Conditional Approval of the De Novo Charter Application and Granting
of Request to Waive Director Residency Requirements
SoFi Bank, National Association, Cottonwood Heights, Utah (proposed)
OCC Control Nos. 2020-WE-Charter-315294 and 2020-WE-Waiver-315536

Dear Mr. Mayer:

The Office of the Comptroller of the Currency (OCC) has reviewed your application to establish a new national bank with the title of SoFi Bank, National Association (Proposed Bank or Bank). The OCC hereby grants preliminary conditional approval of your charter application upon determining that your proposal meets certain regulatory and policy requirements.

I. Proposal and Preliminary Conditional Approval

This preliminary conditional approval is granted based on a thorough evaluation of all information available to the OCC, including the representations and commitments made in the application and by the Proposed Bank's representatives. We also made our decision to grant preliminary conditional approval with the understanding that the Proposed Bank will apply for Federal Reserve membership and will obtain deposit insurance from the Federal Deposit Insurance Corporation.

The OCC has granted preliminary conditional approval only. Final approval and authorization for the Proposed Bank to open will not be granted until all preopening requirements are met. Until final approval is granted, the OCC has the right to modify, suspend, or rescind this preliminary conditional approval should the OCC deem any interim development to warrant such action.

II. Public Comments and Analysis

The OCC received one comment related to the Proposed Bank's plans for complying with the Community Reinvestment Act (CRA, 12 USC 2901 et seq.), asserting, among other things, that the CRA plan included with the application only provides an outline of proposed activities without sufficient details. The OCC also received one other comment opposing approval of the charter application for reasons not related to the CRA and requesting an extension of the comment period.

The CRA requires that the OCC take a national bank's or federal savings association's (bank) CRA record into account when evaluating an application for a deposit facility. 12

USC 2903(a)(2). An application for a deposit facility is defined to mean, among other things, “a charter for a national bank or federal savings and loan association.” 12 USC 2902(3)(A). The CRA regulations require that “[a]n applicant... for a national bank charter must submit with its application a description of how it will meet its CRA objectives, if applicable.” 12 CFR 25.02(b).

The Proposed Bank’s charter application included a CRA plan that provided an initial description of how it proposes to help meet the credit needs of its community.

With regard to the commenter’s concerns about the sufficiency of the Proposed Bank’s CRA plan, the CRA requires the OCC to consider a proposed insured bank’s description of how it will meet the credit needs of its community in considering a charter application. 12 CFR 25.02(b). The OCC expects that organizers of a bank will begin to develop a CRA plan during the charter application phase; however, the OCC does not expect a bank to have a fully developed plan at this stage. The CRA plan should be finalized after a bank has received preliminary conditional approval from the OCC, but prior to final approval of the charter application. The Bank has demonstrated in its charter application and through discussions with OCC staff that it understands the requirements of the CRA and has begun to develop a CRA plan. The Bank is considering a strategic plan pursuant to 12 CFR 25.18, and the OCC will work with the Bank in the development of a strategic plan if this alternative is chosen.

III. Organizational Phase Requirements

The Proposed Bank’s initial paid-in capital, net of all organizational and preopening expenses, shall be no less than \$550 million, with a minimum of 30 percent of this capital to be contributed in cash and the remainder provided in high quality, held-for-sale loans as further described in the Bank’s application and business plan. The final valuation of these loans will be subject to OCC approval. Any deviation from these requirements will require prior written OCC notification.

If the capital transactions for the Bank are not completed as described within 12 months or if the Bank is not opened for business within 18 months from the preliminary conditional approval date, this approval expires. The OCC is opposed to granting extensions, except under the most extenuating circumstances and when the OCC determines that the delay is beyond the applicant’s control. The organizers are expected to proceed diligently, consistent with their application, for the Bank to open for business as soon as possible.

The OCC poses no objection to the following persons serving as executive officers, directors, and/or organizers as proposed in the application:

<u>Name</u>	<u>Title</u>
Pamela Dearden	Director
John Douglas	Director
Michelle Gill	Organizer/Co-head of Banking Products
Allyson Huve	Chief Financial Officer

Robert Lavet
Paul Mayer
Kris McIntire
Maria Renz
William Tanona
Aaron Webster

Organizer
Organizer/Director/President
Director
Co-head of Banking Products
Organizer/Director
Organizer/Chief Risk Officer

Prior to the Proposed Bank's opening, the Bank must obtain the OCC's prior written determination of no objection for any additional organizers or executive officers, or directors appointed or elected before the person assumes the position.

The OCC also grants your request to waive the residency requirements of 12 USC 72 for the five members of the board of directors of the Proposed Bank submitted as part of the application. This waiver is granted based upon a review of all available information, including the filing and any subsequent correspondence and conversations, and the Bank's representation that this waiver will not affect the board's responsibility to direct the Bank's operations in a safe, sound, and legal manner. The OCC reserves the right to withdraw or modify this waiver and, at its discretion, to request additional information at any time in the future.

The "Charters" booklet in the *Comptroller's Licensing Manual* provides guidance for organizing your bank. The booklet contains all the steps you must take to receive final approval and is located at the OCC's web site:
<https://www.occ.gov/publications/publications-by-type/licensing-manuals/charters.pdf>.

As detailed in the booklet, you may establish the corporate existence of and begin organizing the Proposed Bank as soon as you adopt and forward Articles of Association and the Organization Certificate to Senior Licensing Analyst Patricia Roberts for review and acceptance. As a "body corporate" or legal entity, you may begin taking those steps necessary for obtaining final approval. The Bank may not begin the business of banking until it fulfills all requirements for a bank in organization and the OCC grants final approval.

A "Pre-Opening Checklist for Organizers", which details certain procedural requirements that must be met before the bank opens, is also available and located at the OCC's web site:
<https://www.occ.gov/static/licensing/Preopening-Checklist-for-Organizers.doc>.

In addition, the Bank must satisfy the preopening requirements outlined in a separate letter of today's date (the "Supplementary Letter"). The requirements outlined in the Supplementary Letter must be satisfied prior to the Bank obtaining final approval to commence business.

IV. Conditions

This preliminary conditional approval is subject to the following condition:

If the Proposed Bank receives final approval, the Bank shall enter into, and thereafter implement and adhere to, a written Operating Agreement with the OCC, in a form acceptable to the OCC, within three (3) business days after the Bank's opening. This condition shall remain in effect during the Bank's first three years of operation.

The condition of this approval is a condition "imposed in writing by a Federal banking agency in connection with any action on any application, notice, or other request" within the meaning of 12 USC 1818. As such, the conditions are enforceable under 12 USC 1818.


V. Conclusion

This preliminary conditional approval and the activities and communications by OCC employees in connection with the filing do not constitute a contract, express or implied, or any other obligation binding upon the OCC, the United States, any agency or entity of the United States, or any officer or employee of the United States, and do not affect the ability of the OCC to exercise its supervisory, regulatory, and examination authorities under applicable law and regulations. Our preliminary conditional approval is based on the bank's representations, submissions, and information available to the OCC as of this date. The OCC may modify, suspend, or rescind this preliminary conditional approval if a material change in the information on which the OCC relied occurs prior to the date of the transaction to which this decision pertains. The foregoing may not be waived or modified by any employee or agent of the OCC or the United States.

If you have any questions, please contact Senior Licensing Analyst Patricia Roberts at (202) 649-6336 or by email at patricia.roberts@occ.treas.gov. Please include the OCC Control Nos. on all correspondence.

Sincerely,

**Stephen A.
Lybarger**

 Digitally signed by Stephen A.
Lybarger
Date: 2020.10.27 20:40:33 -04'00'

Stephen A. Lybarger
Deputy Comptroller for Licensing

EXHIBIT 10

Social Capital Hedosophia Holdings Corp. V Current Ownership Information

Social Capital Hedosophia Holdings Corp. V Ownership as of February 4, 2021

	Class A Ordinary Shares	Class A Ordinary Shares (%)	Class B Ordinary Shares ¹	Class B Ordinary Shares ¹ (%)	Ownership of Ordinary Shares ²	Ownership of Ordinary Shares ² (%)	Private Placement Warrants	Private Placement Warrants (%)
Majority Investors (>2%)								
SCH Sponsor V LLC*	-	-	20,025,000	99.5%	20,025,000	19.9%	8,000,000	100.0%
Chamath Palihapitiya*	-	-	20,025,000	99.5%	20,025,000	19.9%	8,000,000	100.0%
Ian Osborne*	-	-	20,025,000	99.5%	20,025,000	19.9%	8,000,000	100.0%
Empyrean Capital Partners**	4,733,273	5.9%	-	-	4,733,273	4.7%		
Millennium Management & Affiliates***	2,880,000	3.6%	-	-	2,880,000	2.9%		
Total Major Investors	7,613,273	9.5%	20,125,000	100.0%	27,738,273	27.6%	8,000,000	100.0%
Other Investors	72,886,727	90.5%	-	-	72,886,727	72.4%	-	-
Total Outstanding	80,500,000	100.0%	20,125,000	100.0%	100,625,000	100.0%	8,000,000	100.0%

Source: SEC Form 424B4 Prospectus filed 2020-10-13 (p.118, 145-146)

¹ Holders of SCH Class A ordinary shares and SCH Class B ordinary shares are entitled to one vote for each share held.

² Includes both Class A and Class B ordinary shares.

³ In connection with the Business Combination, each Private Placement Warrant will convert into a warrant to acquire one share of SoFi Technologies common stock pursuant. Each private placement warrant entitles the holder to purchase one SCH Class A ordinary share for \$11.50 per share.

*Chamath Palihapitiya and Ian Osborne may be deemed to beneficially own shares in SCH Sponsor V LLC by virtue of their shared control of the entity.

**Per SEC Form 13-G filed December 11, 2020

***Per SEC Form 13-G filed February 4, 2021

EXHIBIT 11

Pro Forma Management and Director Biographical Information

Pro Forma Management and Director Biographical Information

Ahmed Ali Al-Hammadi (Director at SoFi Technologies and SoFi, Inc.)

Mr. Al-Hammadi has served as a director of SoFi since May 2019. Mr. Al-Hammadi serves as the CIO of Europe, Russia and Turkey for the Qatar Investment Authority (“QIA”), the sovereign wealth fund of the State of Qatar, a position he has held since April 2020. He previously served as Head of Active Investments of QIA, from May 2015 to April 2020. Prior to joining QIA, Mr. Al-Hammadi worked at EFG-Hermes, a regional asset manager, and before that at the consulting firm Booz & Co. where he advised financial services clients on strategy, private equity investment opportunities, and organization structures. He is also a Board member of Heathrow Airport Holding Limited. Mr. Al-Hammadi holds a bachelor of science from the University of Pennsylvania’s Wharton School and a master of business administration from Harvard Business School.

Steve Atkin (Head of Compliance at SoFi Bank)

Mr. Atkin will serve as the Bank’s Chief Compliance Officer (in response to OCC feedback as part of the SoFi de novo process, we have shifted this role to a 100% Bank-dedicated position). Mr. Atkin has been with SoFi since December 2016 and is currently a Vice President and consumer lending lead within SoFi’s compliance department. Mr. Atkin has over 30 years’ experience in the financial services industry with American Express, American Express Centurion Bank and American Express Federal Savings Bank. Mr. Atkin holds the designation of Certified Regulatory Compliance Manager (CRCM), Certified Anti-Money Laundering Specialist (CAMS) and General Securities Principal with Series 7 and Series 24 licensure.

Jon Auxier (Treasurer at SoFi Technologies and SoFi, Inc.; Chief Financial Officer at SoFi Bank)

Mr. Auxier has been SoFi’s Treasurer since 2018. Among his responsibilities are liquidity management, market risk and hedging, and overseeing the firm’s financial operations. Prior to joining SoFi, Mr. Auxier led treasury and financial planning & analysis functions at Green Dot Corporation, technology-based bank holding company which specializes in serving low- and moderate-income communities and its bank subsidiary, Green Dot Bank. Mr. Auxier has also served in various treasury, finance, and controllership roles at Goldman Sachs Group, Inc., Goldman Sachs Bank USA, and Ernst and Young. Mr. Auxier holds a bachelor of science from the University of Utah.

Michael James Bingle (Director at SoFi Technologies and SoFi, Inc.)

Mr. Bingle has served as a director of SoFi since March 2017. Mr. Bingle is Vice Chairman at Silver Lake, a global investment firm with a focus on investing in technology companies, and has been with Silver Lake since 2000. Mr. Bingle has been a private equity investor for over 20 years, and he has invested in numerous fintech companies. Prior to joining Silver Lake, Mr. Bingle was a principal at Apollo Management and worked in the Investment

Banking Division of Goldman Sachs & Co. He has also served as a Board member of SolarWinds Corporation (NYSE: SWI) since February 2016, Achievers Solutions, Inc., Blackhawk Network Holdings, Inc. and Fanatics, Inc. and previously served as a Board member of TD Ameritrade Holding Corporation (NYSE: AMTD), Gartner, Inc. (NYSE: IT), Virtu Financial (NASDAQ: VIRT), Ancestry.com LLC, Credit Karma, Inc., Datek Online Holdings, Inc., Interactive Data Corporation, IPC Systems, Inc., Instinet, Inc., and Mercury Payment Systems. Mr. Bingle holds a bachelor of science in engineering from Duke University.

Michel Marie Alain Combes (Director at SoFi Technologies and SoFi, Inc.)

Mr. Combes has served as a director of SoFi since May 2020. Mr. Combes is President of SoftBank Group International, an affiliate of SoftBank Corp., a Japanese telecommunications company providing mobile communications services. Prior to joining SoftBank, Mr. Combes was President and Chief Executive Officer of Sprint Corporation, an American telecommunications company (“Sprint”), Chief Executive Officer of Altice, a communications and media company, and Chief Executive Officer of SFR Group, a French mobile communications company. He has also served as a Board member of Philip Morris International Inc. (NYSE: PM) since December 2020, F5 Networks (NASDAQ: FFIV) since July 2018 and as a member of the Business Advisory Group of McLaren Technology Group since July 2018. He has previously served on the Board of Directors of Sprint. Mr. Combes holds a masters degree from École Polytechnique, Télécom ParisTech and a Ph.D from Paris Dauphine University.

Pamela Joan Dearden (Director at SoFi Bank)

PJ Dearden was a Managing Director and Anti-Money Laundering (“AML”) Executive for JPMorgan Chase (“JPMC”) until 2019. In this capacity, Ms. Dearden was the bank’s designated officer to ensure compliance with the requirements of all AML & Sanctions regulatory enforcement actions. Previously, she held other senior executive roles at JPMC, including the bank’s Chief Culture & Conduct Officer, and was the board-designated Global Head for Financial Crimes Compliance.

Prior to JPMC, Ms. Dearden held similar senior positions at Citi and Deutsche Bank. Ms. Dearden has also held several senior positions in the U.S. federal government, serving as the Senior AML Coordinator for the Board of Governors of the Federal Reserve System, and Assistant Director and Counselor to the Director at the U.S. Department of Treasury Financial Crimes Enforcement Network. Ms. Dearden holds an M.S. in Management from Lesley College and a B.A. in Economics from Bates College.

John Lewis Douglas (Director at SoFi Bank)

Mr. Douglas is Senior Executive Vice President, Chief Oversight and Advocacy Officer for TIAA. He oversees the risk management, legal and compliance functions for the enterprise. Mr. Douglas has 40 years of experience advising financial institutions on legal, business and regulatory matters, including regulatory compliance, acquisitions, investments, and FinTech. He

has guided financial services companies through significant legislative and regulatory changes, from Garn-St. Germain to FIRREA to Dodd-Frank. Prior to joining TIAA in 2018, Mr. Douglas was a partner in Davis Polk's Financial Institutions Group, heading the firm's bank regulatory practice. During his tenure at the firm, he acted as a strategic legal advisor to TIAA regarding its 2017 acquisition of EverBank. As General Counsel of the FDIC in the 1980s, he supported the financial system through reform and restructuring efforts, participating in the landmark Financial Institutions Regulatory Reform and Restructuring Act of 1989 and assisting in the organization of the Resolution Trust Corporation. Mr. Douglas holds a B.A. degree from Davidson College, and a J.D. degree from the University of Georgia.

Steven Jay Freiberg (Vice Chairman of the Board of Directors at SoFi Technologies and SoFi, Inc.)

Mr. Freiberg has served as the Vice Chairman of the Board of Directors of SoFi since September 2017 and a director of SoFi since March 2017. Mr. Freiberg served as a senior advisor to SoFi from July 2018 to June 2019 and also served as SoFi's interim Chief Financial Officer from May 2017 to June 2018. Mr. Freiberg is a long-term veteran of the financial services sector, having served as the Chief Executive Officer of E*TRADE Financial Corporation, an electronic trading platform, and having held multiple positions at Citigroup over a 30 year period, including serving as the Co-Chairman and Chief Executive Officer of Citigroup's Global Consumer Group. He has also served as a Board member of MasterCard (NYSE: MA) since September 2006, Regional Management (NYSE: RM) since July 2014, Rewards Network since 2017, Purchasing Power, LLC since 2017, Fair Square Financial, LLC since 2016 and as a Founder of Grand Vista Partners, and a senior advisor to several companies including The Boston Consulting Group, Towerbook Capital Partners PE and Verisk Analytics (NASDAQ: VRSK). Mr. Freiberg holds a bachelor of business administration and a master of business administration from Hofstra University.

Michele Gill (Executive Vice President and Group Business Unit Leader of Lending and Capital Markets at SoFi Technologies and SoFi, Inc.; Organizer and Co-Head of Banking Products at SoFi Bank)

Ms. Gill has served as the Executive Vice President and Group Business Unit Leader for Lending & Capital Markets of SoFi since April 2020. She previously served as SoFi's Chief Financial Officer from May 2018 to April 2020. Prior to joining SoFi, Ms. Gill served as a Managing Director working on Americas Asset Investing Business at TPG Sixth Street Partners, a global investment firm, from July 2017 to April 2018. Prior to TPG Sixth Street Partners, Ms. Gill spent 14 years at Goldman Sachs where, most recently, she was a Partner co-heading the Structured Finance business. Ms. Gill holds a bachelor of arts from the University of California at Los Angeles and a juris doctor from Cornell Law School.

George Thompson Hutton (Chairman of the Board of Directors at SoFi Technologies and SoFi, Inc.)

Mr. Hutton has served as the Chairman of the Board of Directors of SoFi since September 2017 and a director of SoFi since June 2012. Mr. Hutton previously served as

interim Chief Executive Officer of SoFi from September 2017 to March 2018. Mr. Hutton has served as the Managing Partner of Thompson Hutton, LLC (“Thompson Hutton”), an investment management firm since 2000. He also founded and has served as Managing Partner of XL Innovate fund, a venture capital fund, since 2000. He has also served as a Board member of Lemonade Inc. (NYSE: LMND) since 2015 and previously served as a Board member of Safeco Field and Montpelier Re Holdings Ltd. Mr. Hutton holds a bachelor of arts and master of science from Stanford University and a master of business administration from Harvard Business School.

Christopher Lapointe (Chief Financial Officer at SoFi Technologies and SoFi, Inc.)

Mr. Lapointe has served as the Chief Financial Officer of SoFi since September 2020. Mr. Lapointe has served in multiple leadership roles at SoFi including interim Chief Financial Officer beginning in April 2020 and Head of Business Operations beginning in June 2018. Prior to joining SoFi, Mr. Lapointe served as the Global Head of FP&A, Corporate Finance and FinTech at Uber Technologies, Inc., a company providing ridesharing services, from November 2015 to June 2018. Previously, Mr. Lapointe served as the Vice President of Technology, Media & Telecommunications Investment Banking at Goldman Sachs from July 2012 to November 2015. Mr. Lapointe holds a bachelor of arts from Dartmouth College as well as a master of business administration from the Tuck School of Business at Dartmouth College.

Robert Steven Lavet (General Counsel at SoFi Technologies, SoFi, Inc. and SoFi Bank)

Mr. Lavet has served as General Counsel and Secretary of SoFi since 2012 and will serve in the same capacity with SoFi Technologies following the consummation of the Business Combination. In this role, Mr. Lavet is responsible for managing all legal affairs for SoFi and its affiliate entities. Prior to joining SoFi, Mr. Lavet served as a Principal in the Education and Litigation practice groups of the Washington, D.C. law firm of Powers, Pyles, Sutter & Verville PC (“PPSV”), where he represented financial institutions and post-secondary institutions on a wide variety of regulatory, litigation and transactional matters. Prior to PPSV, Mr. Lavet served as General Counsel to SLM Corporation (known as Sallie Mae), a Fortune 300 company and the largest provider of education finance. Before his 16-year career with Sallie Mae, Mr. Lavet was a trial attorney for the United States Department of Justice for three years and ultimately served as a Partner in the Washington D.C. law firm of Cole, Corette & Abrutyn, specializing in corporate and securities litigation. He was named a top Washington D.C. corporate counsel in 2015 and 2019. Mr. Lavet holds a bachelor of arts from the University of Pennsylvania and a juris doctor from Georgetown University Law Center.

Clara Liang (Director at SoFi Technologies and SoFi, Inc.)

Ms. Liang has served as a director of SoFi since October 2019. Ms. Liang is Vice President and head of geos at Airbnb, Inc. (“Airbnb”) (NASDAQ: ABNB), a community of millions of hosts who offer travel experiences in 220 countries and regions around the world. Prior to joining Airbnb, Ms. Liang served as Chief Product Officer at Jive Software, a provider of

communication and collaboration products, and spent 11 years at International Business Machines Corporation (“IBM”) in a number of technology and professional services roles. Ms. Liang holds a bachelor of science in Symbolic Systems from Stanford University and a master of science in technology commercialization from the University of Texas at Austin.

Carlos Madeiros (Director at SoFi Technologies and SoFi, Inc.)

Mr. Medeiros has served as a director of SoFi since September 2020. Mr. Medeiros is a Partner at SoftBank and has been with SoftBank since 2019. Prior to joining SoftBank, Mr. Medeiros led the direct investment practice at VR Investments, a New York-based investment firm focused on long-term investment horizon, for seven years. Mr. Medeiros’ previous experience also includes investment banking at UBS. He is also a Board member of Bancar Technologies Limited, UK. Mr. Medeiros graduated from Fundação Getulio Vargas in Brazil with a focus on government and financial analysis, and he holds a master in business administration from Columbia Business School.

Paul Mayer (Vice President of Strategy at SoFi Technologies and SoFi, Inc.; Director and President at SoFi Bank)

Mr. Mayer, who will be the SoFi Bank President, will serve as an inside director. Mr. Mayer has more than 30 years of professional experience, including more than 18 years in senior executive roles in financial services.

He was a founding Director of Sallie Mae Bank, which today has more than \$30 billion in assets. As a senior executive at Sallie Mae and a successor company, Navient, for 17 years, he oversaw corporate development and strategy, several operating lines of business (including Home Loans, Payments, and Upromise college savings), and the planning, startup, and initial operations of both Sallie Mae Bank and the federal government loan servicing business. He led the evaluation and acquisition of Earnest, a leading student loan refinance provider.

In addition, he led the evaluation and acquisition of a number of other companies spanning student lending, mortgage lending, loan servicing, financial processing, and other forms of business process outsourcing. In addition to his role at Sallie Mae Bank, Mr. Mayer gained additional banking experience at J.P. Morgan and Cross River Bank. He also spent 13 years as a strategy and organization management consultant, working with clients across the financial services, education, government, and non-profit sectors. He holds an undergraduate degree with honors from Cornell University and an MBA degree in Finance and Public Policy from the Wharton School of the University of Pennsylvania.

Kris Alan McIntire (Director at SoFi Bank)

Mr. McIntire is a Senior Advisor for Promontory Financial Group. He formerly worked as a banking regulator with the OCC. Mr. McIntire’s OCC career spanned 32 years, beginning in March 1987 and ending in May 2019. He held a variety of roles with increasing scope and responsibility, supervising community, mid-size, and large banks. These included serving as Deputy Comptroller for Large Bank Supervision and Examiner-in-Charge at three large financial institutions. Mr. McIntire developed broad banking expertise, with notable areas consisting of

corporate governance/risk management/management and board oversight, lending, Bank Secrecy Act/Anti-Money Laundering/Compliance, and accounting/finance.

In addition to direct supervision responsibilities, Mr. McIntire served on the OCC's National Risk Committee, coordinated interagency meetings with the FDIC and Federal Reserve Board, participated in the 2014 International Peer Review of OCC Midsize and Large Bank Supervision, and served as an international member of the Basel Committee on Bank Supervision's Cross Border Crisis Management Group. Mr. McIntire holds a bachelor's degree from the University of Iowa.

Anthony Joseph Noto (Director and Chief Executive Officer at SoFi Technologies and SoFi, Inc.)

Mr. Noto has served as the Chief Executive Officer of SoFi and as a member of its board of directors since February 2018. Before joining SoFi, Mr. Noto served as Twitter's Chief Operations Officer, a digital/mobile information network, from 2016 to 2017 and as Twitter's Chief Financial Officer from 2014 to 2017. Previously, Mr. Noto served for almost four years as co-head of Global Technology, Media and Telecom Investment Banking at Goldman Sachs, a multinational investment bank, from 2010 to 2014. Mr. Noto spent nearly three years as the Chief Financial Officer of the National Football League from 2008 to 2010. Mr. Noto holds a bachelor of science from the U.S. Military Academy, and a master of business administration from the University of Pennsylvania's Wharton School.

Jennifer Nuckles (Executive Vice President and Group Business Unit Leader of Partnerships, Content, @ Work, Relay, & Protect at SoFi Technologies and SoFi, Inc.)

Ms. Nuckles has served as the Executive Vice President and Group Business Unit Leader for Relay, Protect, Lantern, Content, At Work & Partnerships of SoFi since 2019. Prior to joining SoFi, Ms. Nuckles served as an officer at various consumer technology companies, including telemedicine leader Doctor On Demand, Inc. She previously served as the Chief Marketing Officer of Zynga Inc., a social game development company, from 2014 to 2016. Ms. Nuckles also spent almost a decade in leadership positions at The Clorox Company, a multinational manufacturer and marketer of consumer and professional products, running well-known, household-name brands. Ms. Nuckles began her career in consulting covering consumer and media at Arthur Andersen, a firm which provided auditing, tax and consulting services. Ms. Nuckles holds a bachelor of arts from the University of California, Berkeley and a master of business administration from Harvard Business School.

Maria Christine Renz (Executive Vice President and Group Business Leader of Money, Invest, and Credit Card at SoFi Technologies and SoFi, Inc.; Co-Head of Banking Products at SoFi Bank)

Ms. Renz has served as Executive Vice President and Group Business Unit Leader for SoFi Money, SoFi Invest and Credit Card since March 2020. Prior to joining SoFi, Ms. Renz was the Vice President of Customer Service and Delivery Experience at Amazon.com, Inc. ("Amazon"), from 2017 to 2020. Ms. Renz also held a variety of additional leadership

positions at Amazon, including Vice President and Technical Advisor to the CEO. Prior to joining Amazon, Ms. Renz worked in brand management at Kraft Foods, Inc., as well as Hallmark Cards, Inc. Ms. Renz currently serves as a Board member for DoorDash Inc., a food delivery company (NYSE: DASH). Ms. Renz holds a bachelor of science from Drexel University and a master of business administration from Vanderbilt University.

Angie Smedley (Community Reinvestment Act Officer at SoFi Bank)

Ms. Smedley has 20 years' experience in CRA. Her Banking career started at First Security Bank in Salt Lake City, Utah which then merged with Wells Fargo Bank. Ms. Smedley worked at Wells Fargo for 15 years on the CRA reporting, exam management and the Community Development side for numerous markets including Utah, California and Texas. Ms. Smedley then joined Capital One as a Senior Manager, primarily focusing on Community Development Qualification, exam preparation, and utilizing technology to create process improvements within CRA. Ms. Smedley has management experience leading Community Development Qualification teams at both institutions with results including #1 in Community Development lending amongst all banks numerous years and across both institutions. While at Capital One, Ms. Smedley was also actively engaged in the Houston, Texas market teaching Junior Achievement to elementary students and was a member of the healthcare advisory board for the United Way of Greater Houston and various grant committees.

William Francis Tanona (Senior Vice President of Corporate Development and Investor Relations at SoFi Technologies and SoFi, Inc.; Chairman of the Board of Directors at SoFi Bank)

Mr. Tanona is a CFA charter holder. He has more than 20 years of professional experience in financial services as an equity analyst, investor, Chief Financial Officer, and Head of Corporate Development and Investor Relations. As an equity analyst, he covered a number of financial services sub-sectors, including banking, and is deeply familiar with bank financial metrics, and the banking competitive environment.

He also served as CFO of a publicly traded late-stage venture capital firm, gaining hands-on experience in day to day financial management, and in the emerging technology/fintech sector. In his roles at SoFi to date, he has developed a deep understanding of the products and operating capabilities that will be operated inside SoFi Bank, as well as the overall financial management of SoFi Inc.

Aaron James Webster (Chief Risk Officer at SoFi Technologies, SoFi, Inc. and SoFi Bank)

Mr. Webster has served as the Chief Risk Officer of SoFi since 2019. Prior to joining SoFi, Mr. Webster served as Chief Risk Officer — U.S. Retail Bank and Mortgage and Head of Global Regulatory Analytics for Citi, the consumer division of the multinational financial services firm, from 2018 to 2019. Previously, Mr. Webster held several leadership roles at Toyota Financial Services, a leading automotive lender, beginning in 2008, with his most recent position as Managing Director, Americas Risk Management from 2008 to 2018. Previously, Mr. Webster served in various roles at GE Capital, Washington Mutual Bank

FSB, and Wachovia Bank, NA (now Wells Fargo & Company). Mr. Webster holds a bachelor of arts from the University of North Carolina at Chapel Hill.

Clay Wilkes (Director at SoFi Technologies and SoFi, Inc; Chief Executive Officer of Galileo)

Mr. Wilkes has served as a director of SoFi since May 2020. Mr. Wilkes founded Galileo in 2000 and has served as its Chief Executive Officer since its founding. Mr. Wilkes launched his professional career developing communications and operating systems for Sperry, IBM, and Novell, Inc. In 1994, Mr. Wilkes also founded I-Link, which developed Voice Over IP and the first switchless voice network. As Chief Executive Officer, Mr. Wilkes took I-Link public and authored patents for VOIP. Mr. Wilkes studied at the University of Oregon and Brigham Young University.

Magdalena Yesil (Director at SoFi Technologies and SoFi, Inc.)

Ms. Yesil has served as a director of SoFi since July 2018. Ms. Yeşil is a founder, entrepreneur, and venture capitalist of many technology companies. Ms. Yeşil is currently the co-founder and executive chair of Informed.IQ, an AI company that turns documents and data into decisions for the consumer finance industry. She is a former general partner at U.S. Venture Partners, a leading Silicon Valley venture capital firm, where she oversaw investments in more than 30 early-stage companies. Ms. Yeşil founded UUnet, CyberCash, Inc., and MarketPay Associates, LLC, some of the first companies dedicated to commercializing Internet access, e-commerce infrastructure, and electronic payments, which earned her the Entrepreneur of the Year title from Red Herring in 1997. She is also a founder of Broadway Angels, a group of female venture capitalists and angel investors. She is also a Board member of Smartsheet and Zuora and has previously served on the Board of Directors of salesforce.com, inc. (NYSE: CRM). Ms. Yeşil holds a bachelor of science and a master of science in electrical engineering from Stanford University.

EXHIBIT 12

List of Current Licenses

Federal Licenses

Company Name	License Name	Agency	License Status
SoFi Wealth, LLC	Registered Investment Advisor	SEC	Active
SoFi Securities LLC	Registered Broker Dealer	FINRA/SIPC	Active
SoFi Securities LLC	Registered Broker Dealer (registered in 52 states and territories)	SEC	Active
SoFi Capital Advisors, LLC	Registered Investment Advisor	SEC	Active

State Licenses

Company Name	License Name	State	License Status
SoFi Lending Corp.	Consumer Credit License	AL	Active
SoFi Lending Corp.	Collection Agency License	AR	Active
SoFi Lending Corp.	Combination Mortgage Banker-Broker-Servicer License	AR	Active
SoFi Lending Corp.	Consumer Credit License	AL	Active
SoFi Lending Corp.	Collection Agency License	AR	Active
SoFi Lending Corp.	Combination Mortgage Banker-Broker-Servicer License	AR	Active
SoFi Lending Corp.	Collection Agency License	AZ	Active
SoFi Lending Corp.	Mortgage Banker License	AZ	Active
SoFi Lending Corp.	DOC Finance Lenders Law License	CA	Active
SoFi Lending Corp.	DOC Student Loan Servicing License	CA	Active
SoFi Lending Corp.	Mortgage Company Registration	CO	Active
SoFi Lending Corp.	Supervised Lender License	CO	Active
SoFi Lending Corp.	Consumer Collection Agency License	CT	Active
SoFi Lending Corp.	Mortgage Lender License	CT	Active
SoFi Lending Corp.	Money Lender License	DC	Active
SoFi Lending Corp.	Mortgage Dual Authority License	DC	Active
SoFi Lending Corp.	Lender License	DE	Active
SoFi Lending Corp.	Mortgage Lender Servicer License	FL	Active
SoFi Lending Corp.	Mortgage Lender License/Registration	GA	Active
SoFi Lending Corp.	Master Loan Company Registration	IA	Active
SoFi Lending Corp.	Mortgage Banker License	IA	Active
SoFi Lending Corp.	Mortgage Broker/Lender License	ID	Active
SoFi Lending Corp.	Regulated Lender License	ID	Active
SoFi Lending Corp.	Consumer Installment Loan License	IL	Active
SoFi Lending Corp.	Residential Mortgage License	IL	Active
SoFi Lending Corp.	Student Loan Servicer License	IL	Active
SoFi Lending Corp.	Consumer Loan License	IN	Active
SoFi Lending Corp.	DFI Mortgage Lending License	IN	Active

SoFI Lending Corp.	Mortgage Company License	KS	Active
SoFI Lending Corp.	Supervised Loan License	KS	Active
SoFI Lending Corp.	Mortgage Company License	KY	Active
SoFI Lending Corp.	Licensed Lender Main Office (In-State and Out-Of-State with Lending Activity)	LA	Active
SoFI Lending Corp.	Residential Mortgage Lending License	LA	Active
SoFI Lending Corp.	Mortgage Broker License	MA	Active
SoFI Lending Corp.	Mortgage Lender License	MA	Active
SoFI Lending Corp.	Third Party Loan Servicer Registration	MA	Active
SoFI Lending Corp.	Collection Agency License	MD	Active
SoFI Lending Corp.	Consumer Loan License	MD	Active
SoFI Lending Corp.	Mortgage Lender License	MD	Active
SoFI Lending Corp.	Student Loan Servicer	ME	Active
SoFI Lending Corp.	Supervised Lender License	ME	Active
SoFI Lending Corp.	1st Mortgage Broker/Lender Registrant	MI	Active
SoFI Lending Corp.	Regulatory Loan License	MI	Active
SoFI Lending Corp.	Regulated Loan Company License	MN	Active
SoFI Lending Corp.	Residential Mortgage Originator License	MN	Active
SoFI Lending Corp.	Residential Mortgage Originator License Other Trade Name #1	MN	Active
SoFI Lending Corp.	Consumer Credit Loan Company	MO	Active
SoFI Lending Corp.	Mortgage Lender License	MS	Active
SoFI Lending Corp.	Consumer Loan License	MT	Active
SoFI Lending Corp.	Mortgage Lender License	MT	Active
SoFI Lending Corp.	Mortgage Lender License	NC	Active
SoFI Lending Corp.	Collection Agency License	ND	Active
SoFI Lending Corp.	Money Broker License	ND	Active
SoFI Lending Corp.	Mortgage Banker License	NE	Active
SoFI Lending Corp.	RMLA-Licensed Mortgage Servicer Registration	NJ	Active
SoFI Lending Corp.	Residential Mortgage Lender License	NJ	Active
SoFI Lending Corp.	Installment Loan Company	NV	Active
SoFI Lending Corp.	Mortgage Company License	NV	Active
SoFI Lending Corp.	Mortgage Banker License	NY	Active
SoFI Lending Corp.	General Loan Law Certificate of Registration	OH	Active
SoFI Lending Corp.	Residential Mortgage Lending Act Certificate of Registration	OH	Active
SoFI Lending Corp.	Supervised Lender License	OK	Active
SoFI Lending Corp.	Mortgage Lender License	OK	Active
SoFI Lending Corp.	Consumer Finance License	OR	Active
SoFI Lending Corp.	Mortgage Lending License	OR	Active
SoFI Lending Corp.	Consumer Discount Company	PA	Active
SoFI Lending Corp.	Mortgage Lender License	PA	Active

SoFI Lending Corp.	Mortgage Servicer License	PA	Active
SoFI Lending Corp.	Lender License	RI	Active
SoFI Lending Corp.	Student Loan Servicer Registration	RI	Active
SoFI Lending Corp.	BFI Mortgage Lender / Servicer License	SC	Active
SoFI Lending Corp.	BFI Mortgage Lender/Servicer License - Other Trade Name #1	SC	Active
SoFI Lending Corp.	Supervised Lender License	SC	Active
SoFI Lending Corp.	Money Lender License	SD	Active
SoFI Lending Corp.	Industrial Loan and Thrift Company Registration	TN	Active
SoFI Lending Corp.	Mortgage License	TN	Active
SoFI Lending Corp.	SML Mortgage Company License	TX	Active
SoFI Lending Corp.	Regulated Lender License	TX	Active
SoFI Lending Corp.	SML Residential Mortgage Loan Servicer Registration	TX	Active
SoFI Lending Corp.	DRE Mortgage Entity License	UT	Active
SoFI Lending Corp.	DRE Mortgage Entity License - Other Trade Name #1	UT	Active
SoFI Lending Corp.	Broker License	VA	Active
SoFI Lending Corp.	Lender License	VA	Active
SoFI Lending Corp.	Lender License	VT	Active
SoFI Lending Corp.	Lender License - Other Trade Name #1	VT	Active
SoFI Lending Corp.	Consumer Loan Company License	WA	Active
SoFI Lending Corp.	Mortgage Banker License	WI	Active
SoFI Lending Corp.	Mortgage Lender/Broker License	WY	Active
SoFI Lending Corp.	Supervised Lender License	WY	Active
Sofi Digital Assets, LLC	Money Transmitter License	AK	Active
Sofi Digital Assets, LLC	SC Money Transmitter License	AL	Active
Sofi Digital Assets, LLC	Money Transmitter License	AR	Active
Sofi Digital Assets, LLC	Money Transmitter License	AZ	Active
Sofi Digital Assets, LLC	Money Transmission License	CT	Active
Sofi Digital Assets, LLC	Money Transmitter License	DC	Active
Sofi Digital Assets, LLC	Check Seller, Money Transmitter License	DE	Active
Sofi Digital Assets, LLC	Money Services Businesses Part II	FL	Active
Sofi Digital Assets, LLC	Money Transmitter License	GA	Active
Sofi Digital Assets, LLC	Money Services License	IA	Active
Sofi Digital Assets, LLC	Money Transmitters	ID	Active
Sofi Digital Assets, LLC	Money Transmitter License	IL	Active
Sofi Digital Assets, LLC	Money Transmitter License	KS	Active
Sofi Digital Assets, LLC	Money Transmitter License	KY	Active
Sofi Digital Assets, LLC	Money Transmitter License	MD	Active
Sofi Digital Assets, LLC	Money Transmitter License	ME	Active
Sofi Digital Assets, LLC	Money Transmitter License	MI	Active
Sofi Digital Assets, LLC	Money Transmitter License	MN	Active

Sofi Digital Assets, LLC	Money Transmitter License	NC	Active
Sofi Digital Assets, LLC	Money Transmitter License	ND	Active
Sofi Digital Assets, LLC	Money Transmitter License	NE	Active
Sofi Digital Assets, LLC	Money Transmitter License	NJ	Active
Sofi Digital Assets, LLC	Money Transmission License	NM	Active
Sofi Digital Assets, LLC	Money Transmitter License	NY	Active
Sofi Digital Assets, LLC	Money Transmitter License	OH	Active
Sofi Digital Assets, LLC	DOB Money Transmission License	OK	Active
Sofi Digital Assets, LLC	Money Transmitter License	OR	Active
Sofi Digital Assets, LLC	Currency Transmitter	RI	Active
Sofi Digital Assets, LLC	Money Transmitter License	SD	Active
Sofi Digital Assets, LLC	Money Transmitter License	TN	Active
Sofi Digital Assets, LLC	Money Transmitter	VT	Active
Sofi Digital Assets, LLC	Money Transmitter (includes Currency Exchange)	WA	Active
Sofi Digital Assets, LLC	Seller of Checks	WI	Active

Insurance Licenses

Social Finance Life Insurance Agency, LLC has insurance producer licenses for life, property and casualty insurance licenses in all 50 states and the District of Columbia except for New York and Tennessee.

- In New York, Social Finance Life Insurance Agency, LLC has an insurance agency license for life insurance and a pending agency license for property and casualty insurance.
- In Tennessee, Social Finance Life Insurance Agency, LLC has a pending insurance agency license for life insurance for life insurance. An insurance agency license is not required, but is optional, in Tennessee.
- Social Finance Life Insurance Agency, LLC holds a residency license in Utah.

Company Name	State	License Status
Social Financial Life Insurance Agency, LLC	AK	Active
Social Financial Life Insurance Agency, LLC	AK	Active
Social Financial Life Insurance Agency, LLC	AL	Active
Social Financial Life Insurance Agency, LLC	AR	Active
Social Financial Life Insurance Agency, LLC	AZ	Active
Social Financial Life Insurance Agency, LLC	CA	Active
Social Financial Life Insurance Agency, LLC	CO	Active
Social Financial Life Insurance Agency, LLC	CT	Active
Social Financial Life Insurance Agency, LLC	DC	Active
Social Financial Life Insurance Agency, LLC	DE	Active

Social Financial Life Insurance Agency, LLC	FL	Active
Social Financial Life Insurance Agency, LLC	GA	Active
Social Financial Life Insurance Agency, LLC	HI	Active
Social Financial Life Insurance Agency, LLC	IA	Active
Social Financial Life Insurance Agency, LLC	ID	Active
Social Financial Life Insurance Agency, LLC	IL	Active
Social Financial Life Insurance Agency, LLC	IN	Active
Social Financial Life Insurance Agency, LLC	KS	Active
Social Financial Life Insurance Agency, LLC	KY	Active
Social Financial Life Insurance Agency, LLC	LA	Active
Social Financial Life Insurance Agency, LLC	MA	Active
Social Financial Life Insurance Agency, LLC	MD	Active
Social Financial Life Insurance Agency, LLC	ME	Active
Social Financial Life Insurance Agency, LLC	MI	Active
Social Financial Life Insurance Agency, LLC	MN	Active
Social Financial Life Insurance Agency, LLC	MO	Active
Social Financial Life Insurance Agency, LLC	MS	Active
Social Financial Life Insurance Agency, LLC	MT	Active
Social Financial Life Insurance Agency, LLC	NC	Active
Social Financial Life Insurance Agency, LLC	ND	Active
Social Financial Life Insurance Agency, LLC	NE	Active
Social Financial Life Insurance Agency, LLC	NH	Active
Social Financial Life Insurance Agency, LLC	NJ	Active
Social Financial Life Insurance Agency, LLC	NM	Active
Social Financial Life Insurance Agency, LLC	NV	Active
Social Financial Life Insurance Agency, LLC	NY	Active
Social Financial Life Insurance Agency, LLC	OH	Active
Social Financial Life Insurance Agency, LLC	OK	Active
Social Financial Life Insurance Agency, LLC	OR	Active
Social Financial Life Insurance Agency, LLC	PA	Active
Social Financial Life Insurance Agency, LLC	RI	Active
Social Financial Life Insurance Agency, LLC	SC	Active
Social Financial Life Insurance Agency, LLC	SD	Active
Social Financial Life Insurance Agency, LLC	TX	Active
Social Financial Life Insurance Agency, LLC	UT	Active
Social Financial Life Insurance Agency, LLC	VA	Active
Social Financial Life Insurance Agency, LLC	VT	Active

Social Financial Life Insurance Agency, LLC	WA	Active
Social Financial Life Insurance Agency, LLC	WI	Active
Social Financial Life Insurance Agency, LLC	WV	Active
Social Financial Life Insurance Agency, LLC	WY	Active

Other Licenses

Company Name	License Name	Regulator	License Status
		Hong Kong Securities Futures Commission	
SoFi Securities (Hong Kong) Limited	Type 1 (dealing in securities) and Type 4 (advising on securities) license	Hong Kong Stock Exchange	Active
SoFi Securities (Hong Kong) Limited	Member		Active

EXHIBIT 13

Form of Newspaper Notice

Form of Publication

Notice of Application to Form a Bank Holding Company and Acquire a Bank

Social Capital Hedosophia Holdings Corp. V, Palo Alto, California, that will become SoFi Technologies, Inc. (“SoFi Technologies”), San Francisco, California; Social Finance, Inc., (“SoFi, Inc.”), San Francisco, California; and Gemini Merger Sub, Inc. (“Merger Sub”), San Francisco, California, have applied to the Federal Reserve Board for permission to become bank holding companies and acquire a bank. SoFi Technologies, SoFi, Inc. and Merger Sub intend to acquire control of Golden Pacific Bancorp, Inc. (“GPBI”), Sacramento, California, SoFi Interim Bank, National Association, a temporary interim bank with its main office in Cottonwood Heights, Utah, that will be newly chartered to facilitate the transaction, and Golden Pacific Bank, National Association, Sacramento, California. Merger Sub is a subsidiary of SoFi, Inc. GPBI has agreed to merge with and into Merger Sub, with GPBI continuing as the surviving entity in the merger (the “Holdco Merger”). Immediately after the Holdco Merger, GPBI will be consolidated with and into SoFi, Inc. (the “Intermediate Merger”). Immediately after the Intermediate Merger, SoFi Interim Bank will merge with and into Golden Pacific Bank, with Golden Pacific Bank continuing as the surviving bank (the “Bank Merger”). Upon consummation of the Bank Merger, Golden Pacific Bank will be renamed “SoFi Bank, National Association.” SoFi Bank, National Association’s (“SoFi Bank”) main office will be in Cottonwood, Utah. The Federal Reserve considers a number of factors in deciding whether to approve the application including the record of performance of banks we own in helping to meet local credit needs.

You are invited to submit comments in writing on this application/notice to the Federal Reserve Bank of San Francisco, P.O. Box 7702, San Francisco, CA 94120-7702, or via email: SF.SC.Comments.Applications@sf.frb.org. The comment period will not end before *[date must be no less than 30 days from date of notice]* and may be somewhat longer. The Board's procedures for processing applications/notices may be found at 12 C.F.R. Part 262. Procedures for processing protested applications/notices may be found at 12 C.F.R. 262.25. To obtain a copy of the Federal Reserve Board's procedures, or if you need more information about how to submit your comments on the application/notice, contact Sebastian R. Astrada, Director, Applications, 415-974-2303. The Federal Reserve will consider your comments and any request for a public meeting or formal hearing on the application if they are received in writing by the Reserve Bank on or before the last day of the comment period.