CONFIDENTIAL INFORMATION STATEMENT – ACTION REQUIRED

LENDUP GLOBAL, INC.

1750 Broadway, 3rd Floor
Oakland, CA 94612

December 17, 2018

Dear Stockholder of LendUp Global, Inc. (the "***Company***"):

As you may know, the Company intends to enter into an Asset Sale Agreement by and among Mission Lane LLC, a Utah limited liability company ("***Purchaser***"), Mission Lane Holdings Inc., a Delaware corporation ("***Parent***"), the Company and its applicable subsidiaries (the "***Agreement***"). Pursuant to the Agreement, the Company, LendUp Card Services, Inc. ("***LUCS***"), LendUp Card Holdings LLC ("***LUCH***") and LendUp Technologies, Inc. ("***LUT***" and collectively with the Company, LUCS and LUCH, the "***Sellers***") will sell all of the Sellers' interests in the assets owned, licensed, used or held for use by the Sellers in connection with, relating to or necessary for the operation of the credit card business of the Sellers (including the portfolio of credit card accounts) (collectively, the "***Business***") to Purchaser, on the terms and subject to the conditions of the Agreement (the "***Asset Sale***"). A copy of the Agreement is attached as Annex A to this Confidential Information Statement (this "***Confidential Information Statement***"). Capitalized terms used and not defined herein shall have the meaning set forth in the Agreement.

The Board of Directors of the Company (the "***Company Board***"), the Board of Directors of LUCS and LUT and the Manager of LUCH have approved the Agreement and the transactions contemplated thereby, and expect that, if the Agreement is executed, the Asset Sale will close on the date of execution, which is anticipated to be on or about December 19, 2018. This Confidential Information Statement is being sent to you on or about December 17, 2018. The purpose of this Confidential Information Statement is to:

- provide you with additional information regarding the Company, the Asset Sale, and the Agreement;

- solicit your approval of, among other things, the adoption of the Agreement and the Asset Sale by your execution of the Company Stockholder Consent in the form attached hereto as Annex C (the "***Company Stockholder Consent***");

- solicit your execution of the General Release Agreement in the form attached hereto as Annex D (the "***General Release Agreement***"); and

- solicit your approval of the 280G Stockholder Written Consent attached hereto as Annex E (the "***280G Stockholder Written Consent***") pursuant to which you, as a Company stockholder, are being asked to approve certain Compensatory Payments as defined and described below in the section titled "Information Relating to the Written Consent to Approve Certain Compensatory Payments." **This vote is entirely separate from the vote to approve the Asset Sale and stockholders may vote to approve the Asset Sale without voting to approve the Compensatory Payments**.

Background

The Company Board and senior management regularly review and discuss the Company's performance, risks, opportunities, and overall strategic direction. As part of these discussions, the Company Board and senior management have, from time to time, evaluated the possibility of pursuing various strategic alternatives as part of their ongoing effort to strengthen the Company's overall business and enhance stockholder value. For some time, the Company Board and senior management have noted that the Business being sold in the Asset Sale has had a negative impact on the Company's loans business, the Company's balance sheet, and the overall financial condition of the Company. For several months, as described in more detail below, the Company has sought and failed at securing additional equity financing to fund the Business. Accordingly, the Company does not believe that it can succeed while operating the Business at this time and believes it is in the best interests of the Company to sell the Business. The Company has also considered winding down the Business and focusing on its loans business on a go-forward basis, but has concluded a sale of the Business is preferable to winding down the Business.

In May 2018, the Company retained Credit Suisse to act as financial advisor and assist the Company in securing additional equity financing for the Company as a whole. Despite several months of efforts and outreach to potential investors and strategic partners, such efforts did not materialize into any actionable offers. As a result, the Company engaged in discussions with existing equity and debt investors to secure additional funding in the form of convertible debt or equity financing. In September 2018, the Company executed a term sheet with an existing investor who also has an ownership interest in Purchaser for a Series D Preferred Stock financing at a pre-money valuation that was significantly lower than the Company's pre-money valuation for its Series C Preferred Stock financing and that required obtaining significant investment from other parties as a condition to any closing. The Company Board ultimately decided that a Series D Preferred Stock financing was only needed if the Company wished to retain the Business and would result in a recapitalization of the Company that would materially and adversely impact existing shareholder value. Furthermore, management had not succeeded in obtaining any commitments for additional funding on such terms and there was risk that the Company would not be able to satisfy the conditions to closing such Series D Preferred Stock financing. The Company Board thus decided to forego a Series D Prefered Stock financing and instead engaged in further discussion with Purchaser to sell the Business.

Purchaser and the Company commenced serious discussions regarding a possible acquisition of the Business by Purchaser in October 2018. The Company's outside advisors advised the Company in connection with several rounds of discussions and negotiations with Purchaser and Purchaser's outside legal counsel for the Asset Sale, Latham & Watkins, LLP, regarding possible terms and conditions of an acquisition of the Business, and it was ultimately concluded by the Company and the Company Board that the proposed Asset Sale represented the highest and best value reasonably available to the Company and the stockholders of the Company (the "***Stockholders***") in a sale of the Business and considering the alternatives reasonably available to the Company, including equity or debt financing.

Representatives of Purchaser and the Company conducted business, legal, accounting, technical and financial confirmatory due diligence between October 2018 and through the date hereof. Acting via a unanimous written consent of the Company Board, which was effective as of December 16, 2018, the Company Board unanimously adopted resolutions approving the Agreement and the Asset Sale and other transactions contemplated thereby. The Agreement requires as a closing deliverable that the Company obtain general releases in the form attached hereto as Annex D from Stockholders representing at least 75% of the issued and outstanding voting shares of capital stock of the Company (on an as-converted to common stock basis) as of the Closing, including each holder of at least 3% of the issued and outstanding shares common stock of the Company (including shares of common stock issuable upon conversion of preferred stock). Accordingly, the Company Board also resolved to recommend to the Stockholders that

they adopt and approve the Agreement and Asset Sale and other related matters when submitted to them and grant the required releases.

Reasons for the Asset Sale; Company Board Recommendation

In reaching its decision to approve the Agreement and the Asset Sale, the Company Board independently considered the Agreement and consulted with Company senior management and the Company's legal counsel at Fenwick & West LLP regarding the terms of the Agreement and the Asset Sale, their fiduciary duties, and legal due diligence matters. In unanimously approving the Agreement and the Asset Sale, the members of the Company Board also considered a number of factors, including the following:

- The consideration to be received by the Company;
- The Company's prospects for its products and ability to repay its debt obligations if it did not enter into the Asset Sale with Purchaser;
- The financial condition, results of operations and business and strategic objectives of the Company and the Business, on both a historical and prospective basis;
- The Excluded Assets and Excluded Liabilities following the consummation of the Asset Sale (as described below under the section titled "Principal Asset Sale Terms");
- The terms of the Agreement, including the parties' representations, warranties, covenants, conditions to their respective obligations, and indemnification obligations;
- Current industry, economic and market conditions and the Company's current financial condition and resources;
- The lack of available alternative opportunities for the sale or winding down of the Business under more favorable terms and/or to obtain additional financing for the Company as a whole;
- The Company Board's fiduciary duties;
- The potential impact of the Asset Sale on the Company's employees;
- The post-acquisition employment arrangements of certain Company employees with Purchaser;
- The tax effects of the Asset Sale;
- The interests of the directors and certain stockholders in Purchaser, which may be different from the interests of the disinterested Stockholders (and which are discussed in more detail below);
- The requirement under the Agreement that certain of the Stockholders execute a general release; and
- The risks involved with the Asset Sale.

After assessing the factors set forth above, the Company Board concluded that it was in the best interests of the Company and the Stockholders to proceed with the Asset Sale.

The preceding discussion is not meant to be an exhaustive description of the information and factors considered by the Company Board. In view of the wide variety of factors considered in connection with its evaluation of the Asset Sale and the complexity of these matters, the Company Board did not find it practicable to, and did not, quantify or otherwise attempt to assign relative weights to the various factors considered in reaching its decision. In considering the factors described above, individual members of the Company Board may have given different weight to different factors.

The Company Board unanimously recommends that the Stockholders consent to and approve the actions set forth above by signing the enclosed Company Stockholder Consent and grant the requested releases by signing the enclosed General Release Agreement.

While the Company Board has unanimously recommended approval of the actions set forth above, it is noted that the Company Board may consist of "interested directors" with respect to the Asset Sale. A description of the interests of directors and potential conflicts are described below under the section titled "Interests of Cetain Persons in the Asset Sale." You are asked to pay particular attention to and carefully review the disclosures regarding the interests and conflicts presented by the Asset Sale and other transactions contemplated hereby.

The remainder of this Confidential Information Statement provides only a high level and simplified summary of certain terms of the Agreement and the Asset Sale transaction documents and other matters which we are requesting you to approve as a Stockholder by signing the Company Stockholder Consent. The terms and conditions of the Asset Sale as described in this letter are qualified in their entirety by the more detailed provisions contained in the Agreement and associated documents. **Stockholders are urged to carefully read the Agreement and the other Asset Sale Materials, which are enclosed in this package for the definitive details of the proposed Asset Sale.**

Time Sensitive – Prompt Action Required

You are requested to provide signatures as part of the Closing of the Asset Sale.

You are receiving two packets of documents:

- **Asset Sale Materials** – This packet contains the Agreement and related documents for your review:

Asset Purchase Agreement	Annex A
Transition Services Agreement	Annex B
Written Consent of the Stockholders	Annex C
General Release Agreement	Annex D
280G Stockholder Written Consent	Annex E

- **Signature/Action Pages** – Contains only the signature pages of the following documents that need to be signed and completed by you:

Written Consent of Stockholders	Annex F
General Release Agreement	Annex G
280G Stockholder Written Consent	Annex H

Because of the tight timeline for getting the Asset Sale closed, we request that you deliver your signed and completed Company Stockholder Consent and 280G Stockholder Written Consent (together, the "*Consents*") per the Signature/Action Pages packet to us by 12:00 PM (PACIFIC TIME) ON WEDNESDAY, DECEMBER 19, 2018.

Please complete the forms and execute the signature pages of the Consents in the Signature/Action Pages packet (as described below) and deliver by email or overnight mail by one of the following means:

Email scan: vzavala@fenwick.com – ***Preferred Method***

Overnight mail: Attn: Myrela Magahiz
Fenwick & West LLP
801 California Street
Mountain View, CA 94041

Principal Asset Sale Terms

This section briefly explains the principal terms of the Asset Sale in plain, simplified language. You should, however, read the Agreement and the other agreements that you are being requested to sign in their entirety.

THE PROPOSED ASSET SALE IS A COMPLEX TRANSACTION. THIS CONFIDENTIAL INFORMATION STATEMENT ONLY PROVIDES A HIGH LEVEL AND SIMPLIFIED SUMMARY OF THE PROPOSED TRANSACTION. ACCORDINGLY, YOU SHOULD CAREFULLY REVIEW THE ATTACHED AGREEMENT AND THE OTHER DOCUMENTS THAT ARE INCLUDED IN THIS PACKAGE IN THEIR ENTIRETY. YOU SHOULD ALSO CONSULT WITH YOUR OWN LEGAL, FINANCIAL, TAX AND ACCOUNTING ADVISORS REGARDING THE CONSEQUENCES OF THE PROPOSED ASSET SALE TO YOU.

Purchase Consideration

General. Purchaser is proposing to acquire the Purchased Assets and assume the Assumed Liabilities (as set forth in the Agreement, and broadly encompassing certain liabilities related to the Business and the Purchased Assets) of the Company for $29,166,000 in cash (the "***Base Cash Amount***"), subject to certain adjustments explained below (the "***Purchase Consideration***"). The Purchase Consideration will be adjusted as follows: (A) upwards by the Acquired Business Cash; (B) downwards by the amount of Indebtedness included in the Assumed Liabilities; and (C) downwards by the Seller R&W Policy Cost.

The cash portion of the purchase price to be paid at the Closing by Purchaser to the Sellers pursuant to Section 1.4 of the Agreement (as adjusted, the "***Estimated Closing Date Cash Purchase Price***") will be equal to the Base Cash Amount (A) plus the Acquired Business Cash as of the Closing; (B) minus the the Indebtedness included in the Assumed Liabilities as of the Closing; and (C) minus the Seller R&W Policy Cost. Within three business days following the final determination of the Closing Amounts (as defined below) and the Final Adjustment Amount, (A) if Purchaser owes a Final Adjustment Amount to the Sellers in an aggregate amount equal to or greater than $100,000, Purchaser will pay the Sellers such Final Adjustment Amount and (B) if the Sellers owe a Final Adjustment Amount to Purchaser in an aggregate amount equal to or greater than $100,000, the Sellers will pay Purchaser such Final Adjustment Amount. All amounts payable pursuant to Section 1.5(c) of the Agreement shall be netted to a single amount which will be referred to herein as the "***Final Adjustment Amount***". In addition to the foregoing, the Final Adjustment Amount will be adjusted as necessary to pro rate expenditures that cover periods both before and after the Closing Date under the Purchased Contracts.

Within 90 days following the Closing Date, Purchaser will prepare and deliver to the Company a written statement setting forth (i) a balance sheet as of the Closing for the Business prepared in accordance with the Accounting Principles (the "***Closing Balance Sheet***"); (ii) its calculations, based on the Closing Balance Sheet, of (A) the Indebtedness of the Business included in the Assumed Liabilities as of the Closing (the "***Closing Indebtedness***") and (B) the Acquired Business Cash as of the Closing (the "***Closing Acquired Business Cash***" and together with the Closing Indebtedness the "***Closing Amounts***"); and (iii) its calculation of the Final Adjustment Amount.

Indebtedness Pursuant to the terms of the Agreement, prior to any distribution of the Purchase Consideration to the Company, such Purchase Consideration will be adjusted downward pursuant to the outstanding Indebtedness included in the Assumed Liabilities (if any).

Please note that the dollar amounts set forth herein are estimates only. Since the actual amount of Indebtedness included in the Assumed Liabilities and other adjustments cannot be finally determined until the Closing, such amounts could be higher or lower than the estimates set forth above.

Excluded Assets and Liabilities Purchaser will not be acquiring (i) the Company's cash other than Acquired Business Cash (which represents the cash and cash equivalents of the Business under arrangements with banks, lenders and/or financial partners in connection with the Purchased Contracts) or (ii) or any asset not expressly included as a Purchased Asset. In addition, Purchaser will not be assuming obligations for taxes, indebtedness, obligations to guarantors of the loan with Victory Park Capital, certain liabilities to employees, liabilities to pay legal and other fees relating to the transactions contemplated by the Agreement, unknown contingent liabilities, and certain other liabilities (the "***Excluded Liabilities***").

Effect of the Asset Sale and Use of Proceeds No cash or other consideration will be paid, delivered or deliverable to the holders of outstanding shares of the Company's capital stock (including the Company's Common Stock, Series A Preferred Stock, Series A-1 Preferred Stock, Series B Preferred Stock or Series C Preferred Stock). The Purchase Consideration will be used to pay transaction fees and other one-time expenses incurred in connection with the Asset Sale and to pay off holders of certain convertible promissory notes (the "***LendUp Convertible Notes***"); provided, however, that the Company is required to maintain at least $15,000,000 of unrestricted cash as of the closing of the Asset Sale, after taking into account any partial repayment of the LendUp Convertible Notes.

Indemnification Obligations

Indemnifiable Matters Subject to the limitations described below, the Sellers have agreed to jointly and severally hold harmless and indemnify Purchaser, current and future Affiliates of Purchaser, Representatives of the foregoing, and their respective successors and assigns (the "***Indemnitees***") for any Damages that are suffered or incurred by any of the Indemnitees or to which any of the Indemnitees may otherwise become subject at any time (regardless of whether or not such Damages relate to any third party claim) arising from the following matters, which are more fully described in Section 4.2(a) of the Agreement:

i. any breach of any representation or warranty made by the Sellers in the Agreement;
ii. any breach of any representation or warranty made by the Sellers in any other agreement, instrument, certificate or other document delivered by or on behalf of the Sellers in connection with this Agreement or any of the Transactions;
iii. any breach of any covenant, agreement, undertaking or obligation of the Sellers contained in this Agreement, or of the Sellers in any other agreement, instrument, certificate or other document delivered by or on behalf of the Sellers in connection with this

Agreement or any of the Transactions;

iv. any Liability of the Sellers, other than the Assumed Liabilities;

v. any claims by equity holders of the Sellers arising out of or relating to the Sellers, the Business or the Transactions; or

vi. willful misconduct or Fraud by or on behalf of Sellers.

In addition, Purchaser and Parent will jointly and severally indemnify the Sellers against claims for any Damages incurred by the Sellers as a result of any or all the following matters, among others, which are more fully described in Section 4.2(b) of the Agreement:

i. any breach of any representation or warranty made by Purchaser or Parent in the Agreement, or any other agreement, instrument, certificate or other document delivered by or on behalf of Purchaser or Parent in connection with the Agreement or any of the Transactions;

ii. any breach of any covenant, agreement, undertaking or obligation of Purchaser or Parent contained in this Agreement, or any other agreement, instrument, certificate or other document delivered by or on behalf of Purchaser or Parent in connection with this Agreement or any of the Transactions;

iii. willful misconduct or Fraud by or on behalf of Purchaser or Parent; or

iv. the Assumed Liabilities.

Purchaser will obtain buyer-side representation and warranty insurance coverage (the "***R&W Policy***") underwritten by AIG Specialty Insurance Company to provide Indemnitees partial security against claims for any Damages incurred by Indemnitees as a result of any breach of any representation or warranty made by the Sellers in the Agreement, other than with respect to any Excluded Matters (as defined below).

The Sellers will have no liability to indemnify any Indemnitee for Damages pursuant to, and recourse to the R&W Policy will be the sole and exclusive remedy of the Indemnitees in respect of, any and all claims for indemnification made for breaches of any representation or warranty made by the Sellers, other than (i) claims arising from Excluded Matters, (ii) claims based on breaches of the Special Representations (including, for the avoidance of doubt, any Excluded Matters arising from breaches of Special Representations) and (iii) claims under Sections 4.2(a)(iii)-(vii) (inclusive) of the Agreement (the "***Seller Indemnifiable Matters***"). The "***Special Representations***" means those representations and warranties contained in the following sections of the Agreement – Sections 2.1 (Due Organization; Subsidiaries; Etc.), 2.2 (Authority; Binding Nature Of Agreements; Non-Contravention), 2.3 (Capitalization and Related Matters), 2.6(a) (Title to Purchased Assets; Sufficiency), 2.13 (Taxes), 2.16 (Environmental Matters), 2.20 (Brokers), 3.1 (Organization and Good Standing; Authority; Binding Nature of Agreements), 3.2 (Authority; Binding Nature Of Agreements; Non-Contravention) and 3.5 (Brokers).

The Sellers will also indemnify the Indemnitees for any Damages incurred as a result of any breach of any representation or warranty made by the Sellers related to certain matters excluded under the R&W Policy (such matters as more fully described in the R&W Policy, the "***Excluded Matters***") (excluding Excluded Matters arising from breaches of Special Representations) solely to the extent such Damages exceed $565,000 (the "***Basket***") in the aggregate, in which case the Indemnitee may make claims of indemnification in excess of the Basket but only up to $8,000,000. Furthermore, in no event will the Indemnitees be entitled to recover Damages in respect of (1) breaches of the Special Representations

(including, for the avoidance of doubt, any Excluded Matters arising from breaches of Special Representations) and (2) claims under Sections 4.2(a)(iii)-(vii) of the Agreement in an aggregate amount in excess of $29,166,000, less any amounts recovered under the R&W Policy. The maximum aggregrate liability of the Sellers under the Transaction Documents is also capped at $29,166,000, except for Fraud (in which case the liability is uncapped).

Transition Services Agreement and License Agreement In connection with execution of the Agreement, the Company will also enter into a Transition Services Agreement, in substantially the form attached hereto as Annex B (the "***Transition Services Agreement***"), and License Agreement with Purchaser, pursuant to which the Sellers will provide services to Purchaser that will allow Purchaser to operate the Business in the ordinary course following the Closing. At or prior to Closing, Purchaser will deposit with the Escrow Agent, in cash an amount equal to $5,000,000 (the "***Milestone Payment***") as consideration for services performed by the Company under the Transition Services Agreement due and payable to the Company upon occurrence of certain milestones set forth therein. Of this amount, Purchaser and the Company will instruct the Escrow Agent to release to the Company an amount equal to $3,500,000 ("***M1 Milestone Payment***") on the M1 Go Live (as defined in Schedule 7 to the Transition Services Agreement), provided that, (i) if the M1 Go Live occurs after June 30, 2019 but on or prior to September 30, 2019, the M1 Milestone Payment will be reduced by $1,000,000, and $2,500,000 will be payable to the Company (plus any interest, investment income or proceeds received by the Escrow Agent from the investment of the Milestone Payment from time to time pursuant to the Escrow Agreement); and (ii) if the M1 Go Live has not occurred on or prior to September 30, 2019, no amount shall be payable to the Company and Purchaser and the Company will instruct the Escrow Agent to release an amount equal to $3,500,000 from the Escrow Account to Purchaser. Furthermore, Purchaser and the Company will instruct the Escrow Agent to release to the Company an amount equal to $1,500,000 (plus any interest, investment income or proceeds received by the Escrow Agent from the investment of the Milestone Payment from time to time pursuant to the Escrow Agreement) on the earlier of (i) the M3 Completion Date (as defined in Schedule 7 to the Transition Services Agreement) and (ii) December 31, 2019, provided that the M3 Completion Date (as defined in the Transition Services Agreement) occurs on or prior to December 31, 2019. If the M3 Completion Date has not occurred on or prior to December 31, 2019, no amount shall be payable to the Company and the remaining funds in the Escrow Account shall be released to Purchaser.

Closing The Closing of the Asset Sale is expected to occur simultaneously with signing of the Agreement.

Post-Closing Covenants In connection with the Asset Sale and as a term of the Agreement, the Sellers will make certain covenants with Purchaser that will survive post-Closing. Purchaser has agreed to substantially similar covenants in favor of the Sellers.

i. *Non-Competition; Non-Solicitation*. The Sellers will agree, subject to certain exceptions, that for a period commencing on the Closing Date and ending on the second anniversary of the Closing Date, not to:
    - engage in, participate in or acquire any financial or beneficial interest in (which for the avoidance of doubt will include engagement as an independent contractor for), any business that engages in the Business or otherwise designs, develops, promotes, sponsors, markets, sells, supplies, resells, distributes, installs, supports, maintains, licenses, sublicenses, provides, performs or offers any product or service that is being offered by or on behalf of the Business on the date hereof; provided, however, that this restriction shall not prevent a Seller from (1) owning as a passive investment less than two percent (2%) of the outstanding shares of the capital stock (or ownership interests) of a publicly held company or

investment fund, if such Seller is not otherwise associated directly or indirectly with such company or any affiliate of such company or (2) performing services on behalf of the Sellers in the ordinary course of business;

- knowingly encourage, induce, or solicit any employee, independent contractor, consultant, or other service provider to leave his or her employment or engagement with Purchaser (it being understood that the placement of general advertisements that are not targeted directly or indirectly towards an employee shall not be deemed to be a breach of this covenant), or hire or attempt to hire any employee, independent contractor, consultant, or other service provider of Purchaser who was employed or engaged by any of the Sellers prior to becoming employed or engaged by Purchaser, and such employment or engagement relates to services principally provided in the Commonwealth of Virginia; or
- encourage, induce, or solicit any customer, distributor, vendor, marketer or sponsor of Purchaser to cease its customer, distributor, vendor, marketer or sponsor relationship with the Purchaser.

ii. *Non-Disparagement*. The Sellers will also agree not to, and will cause their respective Affiliates not to, directly or indirectly, alone or in connection with any Person, engage in any conduct or make any statement, whether in commercial or noncommercial speech, that disparages Purchaser.

Interests of Certain Persons in the Asset Sale As more fully summarized below, certain directors, officers, employees, advisors, and stockholders of the Company have interests in the Asset Sale that are in addition to, or may be different from, the interests of the holders of Company securities generally. As a result of these interests, such directors, officers, employees, advisors, and stockholders of the Company may be considered "interested parties" for the purposes of Section 144 of the Delaware General Corporation Law, Section 310 of the California Corporations Code, and/or otherwise. The following are the material financial interests that are known to the Company of certain directors, officers, employees, advisors, or stockholders in the Asset Sale:

Sasha Orloff (i) is the Chief Executive Officer and a director of the Company, (ii) is a stockholder of the Company; (iii) will be engaged as an advisor by Purchaser immediately after the Closing and (iv) will be entitled to a salary, certain benefits and a stock option grant from Parent with respect to his advising services. Mr. Orloff will resign as the Chief Executive Officer of the Company immediately after the Closing Date. As a result, Mr. Orloff may have interests related to the Closing of the Asset Sale and the success of Purchaser that are different from the interests of holders of Company securities generally;

Jacob Rosenberg (i) is the Chief Technology Officer and a director of the Company, (ii) is a stockholder of the Company; (iii) will be engaged as interim Chief Technology Officer of Purchaser immediately after the Closing Date; and (iv) will be granted a stock option grant by Parent with respect to his advising services. As a result, Mr. Rosenberg may have interests related to the Closing of the Asset Sale and the success of Purchaser that are different from the interests of holders of Company securities generally;

Nigel Morris (i) is a director of the Company, (ii) has financial interest in QED Fund II, L.P. (together with its affiliates, "***QED***"), which is a holder of certain LendUp Convertible Notes and thus may receive a portion of the Purchase Consideration payable pursuant to the Agreement and an opportunity to invest in Parent stock and (iii) QED will be a major stockholder in Parent. As a result, QED and Mr.

Morris may have interests related to the closing of the Asset Sale and the success of Purchaser that are different from the interests of holders of Company securities generally;

Frank Rotman (i) is a director of the Company, (ii) has financial interest in QED, which is a holder of certain LendUp Convertible Notes and thus may receive a portion of the Purchase Consideration payable pursuant to the Agreement and an opportunity to invest in Parent stock and (iii) QED will be a major stockholder in Parent. As a result, QED and Mr. Rotman may have interests related to the closing of the Asset Sale and the success of Purchaser that are different from the interests of holders of Company securities generally; and

Blake Byers (i) is a director of the Company, and (ii) has financial interests in GV 2012, L.P. and GV 2017, L.P. (together with their affiliates, "***GV***"), which are holders of certain LendUp Convertible Notes and thus may receive a portion of the Purchase Consideration payable pursuant to the Agreement and an opportunity to invest in Parent stock. As a result, GV and Mr. Byers may have interests related to the closing of the Asset Sale that are different from the interests of holders of Company securities generally.

On or about October 1, 2018, the Company Board appointed Jeff Foster to provide advisory services to the Company Board and Company with respect to potential equity financings and asset sales. Mr. Foster has negotiated the Asset Sale pursuant to the Company Board's direction. The terms of Mr. Foster's compensation includes a success fee that will become payable in connection with the closing of the Asset Sale. Furthermore, Mr. Foster has interests in Purchaser, including that he is owed a success fee in connection with Purchaser's fundraising efforts, some of which are related to the Asset Sale. While Mr. Foster is not an employee or stockholder of the Company, his interests and role in the Asset Sale are being disclosed to the stockholders generally in order to assist them in evaluating the Asset Sale.

In addition to the departures from the Company of Mr. Orloff and Mr. Rosenberg, certain executives of the Company, including Vijesh Iyer and Eric Nelson will be leaving the Company and joining Purchaser as employees either at the Closing or soon thereafter. Such executives, due to their experience with the Business, have been involved in the negotiation of the Asset Sale. Furthermore, as a result of their employment situations, such executives may have interests related to the closing of the Asset Sale that are different from the interests of holders of Company securities generally.

Certain other stockholders of the Company are also holders of the LendUp Convertible Notes and thus may receive a portion of the Purchase Consideration payable pursuant to the Agreement and may have an opportunity to invest in Parent stock, each due to their ownership of such LendUp Convertible Notes. As a result, such stockholders may have interests related to the closing of the Asset Sale that are different from the interests of holders of Company securities generally.

TABLE SUMMARY OF POTENTIAL CONFLICTS OF INTERESTS

Source of Conflict	**Affected Individuals***	**Description of Potential Conflict of Interests**
LendUp Convertible Notes	Invus (affiliated with Purchaser), QED, GV, Y Combinator Continuity Holdings I, LLC, Thomvest Ventures SRL, Durga and Sushila Argawal Family Partnership, Ltd, DCVC	Certain LendUp Convertible Promissory Notes are being accelerated and prepaid. As a result, holders of such notes may have incentives related to the Asset Sale and closing the Asset Sale that are different from incentives and interests of other

Source of Conflict	**Affected Individuals***	**Description of Potential Conflict of Interests**
	Opportunity Fund, L.P., Data Collective II, L.P., Cendana Investments, LP, Michael Gregory Komarnitsky and Li-Ming Ueng, Soroush Richard Shehabi, Mitchell D. Kapor Trust dated 12/03/99	Stockholders.
Parent Financing Equity	QED and other Stockholders who receive an opportunity invest in Parent stock by virtue of their ownership of certain LendUp Convertible Notes	Certain Stockholders are expected to be stockholders in Parent following Closing of the Asset Sale. As a result, such Stockholders may have different negotiation incentives (as between maximizing the position of Purchaser relative to the position of the Company) relative to the incentives and interests of other Stockholders.
Parent Option Grants	Sasha Orloff, Jacob Rosenberg, Vijesh Iyer, Eric Nelson	Certain executives of the Company will be granted option grants in Parent. As a result, such executives may have different negotiation incentives (as between maximizing the position of Purchaser relative to the position of the Company) relative to the incentives and interests of other Stockholders.

**Each reference to an individual in the below list includes reference to such person's affiliates, including affiliates trusts or funds.*

General Release

In addition, the Company is soliciting your execution of the General Release Agreement attached hereto as Annex D, which requires you to agree to (among other things):

(i) Release Purchaser, Parent, the Sellers and their affiliates from certain claims arising out of the Asset Sale and certain other related matters as set forth in greater detail in the General Release Agreement; and

(ii) Covenant not to sue any of the Released Parties (as defined in the General Release Agreement) with respect to the released claims.

It is a condition to the Closing of the Asset Sale that the Company to obtain executed General Release Agreements from Stockholders representing at least 75% of the issued and outstanding voting shares of capital stock of the Company (on an as-converted to common stock basis), including each holder of at least 3% of the issued and outstanding shares common stock of the Company (including shares of common stock issuable upon conversion of preferred stock of the Company).

We encourage you to carefully read and review the General Release Agreement and make an informed and knowledgeable decision before executing the General Release Agreement. As detailed in the General Release Agreement, you may not rely on Purchaser, Parent, the Sellers or any other Released Parties in deciding to enter into the General Release Agreement and will need to make your own independent analysis and decision to enter into the General Release Agreement.

No Appraisal Rights

Pursuant to Delaware and California Law, no stockholders of the Company will have any dissenters' or appraisal rights in connection with the Asset Sale.

Section 280G Approval

Matters Covered

This notice is being furnished to Stockholders as of the record date of December 16, 2018 in connection with the solicitation by the Company Board of the 280G Stockholder Written Consent attached hereto as Annex E pursuant to which you, as a Stockholder, are being asked to approve a certain portion of Compensatory Payments described below in the section titled "Information Relating to the Written Consent to Approve Certain Compensatory Payments." ***This vote is entirely separate from the vote to approve the Asset Sale, and Stockholders may vote to approve the Asset Sale without voting to approve the Waived Payments (as defined below) submitted for Stockholder approval.***

Please complete and sign the signature page for the 280G Stockholder Written Consent, attached hereto as Annex E. Please send your executed signature page (you do not need to send the entire Confidential Information Statement) to Veronica Zavala of Fenwick & West LLP, counsel to the Company, via email at vzavala@fenwick.com as soon as possible and, in any event, no later than 12:00 p.m. Pacific Time on December 19, 2018.

Should you have any questions regarding the below or the 280G Stockholder Written Consent, please contact Veronica Zavala of Fenwick & West LLP, counsel to the Company, at vzavala@fenwick.com.

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INFORMATION RELATING TO THE WRITTEN CONSENT TO APPROVE CERTAIN COMPENSATORY PAYMENTS

Background

In connection with the Asset Sale, each of Vijesh Iyer, Eric Nelson, Sasha Orloff and Jacob Rosenberg (the "***Disqualified Individuals***") have received or may receive certain compensatory payments that could result in adverse tax consequences for such individuals, the Company, Parent and/or Purchaser under Sections 280G and 4999 of the Internal Revenue Code of 1986, as amended (the "***Code***"), and the Treasury Regulations thereunder (collectively, the "***Parachute Provisions***") unless stockholder approval is obtained for such payments in accordance with the requirements of the Parachute Provisions and such Disqualified Individuals waive their rights to a portion of such payments (as more fully explained below). Therefore, the Stockholders are being asked to approve a certain portion of the payments described below that may constitute Compensatory Payments (as defined below).

Golden Parachute Excise Tax

Under the Parachute Provisions, payments of compensation that are made to specified "disqualified individuals," which, for purposes of the Parachute Provisions, include (1) officers, (2) certain highly compensated individuals, and (3) certain significant stockholders and option holders, that (i) are treated as contingent on a change in ownership or control ("change in control") of a corporation and (ii) equal or exceed, in the aggregate, three times the disqualified individual's "base amount" (this "three times" amount, such disqualified individual's "***Parachute Threshold***") may be characterized as "***Parachute Payments***" within the meaning of the Parachute Provisions and therefore be subject to adverse tax treatment. The base amount is generally a disqualified individual's average annual taxable income from the corporation for the five taxable years preceding the taxable year of the change in control (or for the period of employment with the corporation if less than five years). All Parachute Payments in excess of one times the base amount are referred to as "***Excess Parachute Payments***" and may be subject to adverse tax consequences. The Asset Sale will constitute a change in control for purposes of the Parachute Provisions.

Payments made under an agreement entered into within the one-year period prior to a change in control are presumed to be contingent on the change in control. Furthermore, payments that are contingent on an event closely associated with and materially related to a change in control are treated as contingent on the change in control. The Parachute Provisions further provide that an event occurring within the period beginning one year before and ending one year after the date of a change in control is presumed to be materially related to the change in control. Pursuant to this rule, payments made upon a termination of employment or separation from service that occurs within the one-year period following a change in control are generally treated as payments contingent on the change in control. On the other hand, these payments may not be considered Parachute Payments if the taxpayer can show by clear and convincing evidence that they constitute reasonable compensation for personal services to be rendered after the change in control or that they are otherwise not contingent on the change in control.

Stockholder Vote Exception for Privately Held Companies

Excess Parachute Payments are generally nondeductible by the payor corporation and subject to a 20% excise tax imposed on the recipient (in addition to any regular income and employment taxes due with respect to such payments). An exception to the foregoing treatment applies in the case of payments made by non-publicly traded corporations, such as the Company, that immediately before the change in control, have no stock readily tradable on an established securities market or otherwise, if a Disqualified Individual's receipt or retention of payments in excess of the Parachute Threshold is contingent on the

approval of such payments by a separate vote of holders of stock possessing more than 75% of the voting power of all outstanding stock of the Company (excluding from both the numerator and the denominator in such calculation stock held by or attributed to the recipients of such payments and certain persons related to the recipients) immediately prior to the change of control and there is adequate disclosure of the material facts concerning such payments to all stockholders (based on stockholders of record as of any day within the six-month period immediately prior to and ending on the date of the change in control) entitled to vote pursuant to the Company's normal voting rules, in accordance with the provisions of Treasury Regulation §1.280G-1, Q&A-7 and in a manner that satisfies Section 280G(b)(5) of the Code (stockholder approval meeting the foregoing requirements, "***Stockholder Approval***"). If such Stockholder Approval is obtained, then the payments which would otherwise be "excess parachute payments" will not be subject to these tax consequences.

For purposes of the stockholder approval rules discussed above, any stockholder that is an entity may exercise its vote through any person authorized by such entity to approve the payment, unless such person is a Disqualified Individual whose Parachute Payments are subject to the stockholder approval, in which case certain other persons may exercise the vote. However, if a substantial portion of the assets of an entity stockholder consists (directly or indirectly) of the stock of the corporation that is undergoing a change in control (i.e., if the stock of the Company equals or exceeds one-third of the total gross fair market value of all of the assets of the entity stockholder), and the value of such stock is greater than one percent of the total value of the outstanding stock of such corporation, the payments must be approved by persons who, immediately before the change in control, own more than 75% of the voting power of the entity stockholder after such persons have received adequate disclosure of all material facts concerning the payments to be approved.

Valuation of the Payments

The discussion below sets forth the material facts of each Compensatory Payment to the Disqualified Individuals, as well as the Company's estimate of the value of such payments under the valuation rules set forth in the Parachute Provisions (such estimated value, the "***Estimated Section 280G Value***"). Application of those valuation rules involves considerable uncertainty for a number of reasons, including that the valuation of Company stock options granted or modified within one year prior to the change in control, and the valuation of Parent stock options, in each case, is based on valuation principles that are complex and require certain judgments regarding stock volatility, interest rates and other matters, none of which can be known at this time.

In applying the valuation principles of the Parachute Provisions, the Company has assumed that (i) all payments made to, and all Company equity awards granted to, the Disqualified Individuals within 12 months of the change in control are Compensatory Payments, (ii) the extension of the exercise periods for Company stock options granted more than one year prior to the change in control in connection with the Asset Sale constitute a material modification, such that the value of the extended exercise periods are treated as Compensatory Payments, even if such stock options were granted more than a year ago, (iii) the per share value of its common stock as of the Closing will be $0.80 per share and (iv) the Closing occurs on or about December 18, 2018. The Company has otherwise made such assumptions and judgments that result in the payments having the highest possible value reasonably determinable under the Parachute Provisions, based on information available as of the date of this Confidential Information Statement.[1] It is

[1] Because the Estimated Section 280G Values shown herein with respect to options and shares assume that the value of the shares equals the estimated closing date value ($0.80 per share of common stock for the Company and $0.07 per share of common stock for Parent) at all relevant times, the actual parachute values of payments that are considered to be made in the future under the Parachute Provisions may vary significantly from the values shown herein as the Company or Parent's common stock value varies from its closing date value. For purposes of

important to note, however, that the actual amounts and valuation of the Compensatory Payments under the Parachute Provisions may turn out to be higher or lower than the estimates presented in the tables below.

Effect of Stockholder Vote

Stockholder Approval is being sought with respect to the portion of the Compensatory Payments that exceeds three times such Disqualified Individual's base amount less $1.00 (such excess portion, the "***Waived Payments***"). Please note that the 280G Stockholder Written Consent will, if adopted, approve the Waived Payments to the Disqualified Individuals to the extent the Waived Payments actually exceed such Disqualified Individual's base amount less $1.00, and not necessarily the estimated value of such Compensatory Payments as set forth below.

Each of the Disqualified Individuals whose Compensatory Payments are described below has executed an irrevocable waiver that will apply if the Asset Sale is consummated and the stockholder vote is not favorable. Any Waived Payments for which the stockholder approval described above is not received in accordance with the Parachute Provisions will, therefore, be forfeited by the recipient to the extent the actual aggregate value thereof determined in accordance with the Parachute Provisions equals or exceeds the particular Disqualified Individual's Parachute Threshold. The waiver will be void in the event the Agreement is terminated prior to the Closing pursuant to its terms.

The vote to approve the Waived Payments is entirely separate from, and not contingent or otherwise conditioned on, any action on the part of any stockholder vote to approve the Asset Sale, and stockholders may vote to approve the Asset Sale without voting to approve the Waived Payments. The vote will be conducted on a "slate" basis, which means you must vote to approve or disapprove the Waived Payments of all Disqualified Individuals—you may not vote on the Waived Payments separately for each Disqualified Individual.

Description of Compensatory Payments

The Stockholders are being asked to approve a certain portion of the payments described in Sections 1 through 7 below (collectively, the "***Compensatory Payments***").

1. *Recent Option Grants*

The Company has granted options to purchase shares of its common stock ("***Company Options***") under the Company's 2012 Stock Plan to certain of the Disqualified Individuals within the one-year period ending on the expected closing date of the Asset Sale. For each of these Disqualified Individuals, the material terms of these Company Options granted in the previous one-year period and the Estimated Section 280G Value, which reflects the value attributed to these Company Options under the Parachute Provisions, is set forth in the table below.

The Estimated Section 280G Value relating to the Company Options is based on the safe harbor option valuation method set forth in IRS Rev. Proc. 2003-68, and takes into account the following assumptions: (i) a fair market value per share of $0.80, (ii) a "medium" volatility, (iii) an exercise price per share as set forth in the table above and (iv) an expected remaining life of seven years.

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determining both Company and Parent option values in this document, IRS-published guidelines and calculations have been used (specifically, the option valuation methods set forth in IRS Rev. Proc. 2003-68).

Disqualified Individual	Grant Date	Number of Shares of Company Common Stock Subject to the Company Option	Exercise Price Per Share	Estimated Section 280G Value[2]
Vijesh Iyer	July 14, 2018	1,000,000	$0.80	$148,466
Eric Nelson	February 15, 2018	36,100	$0.80	$3,152
Eric Nelson	June 12, 2018	86,172	$0.80	$7,525

Each of Messrs. Iyer and Nelson's Company Options generally vest monthly over four years, subject to continued service.

2. *Extended Option Exercise Periods*

In connection with the Asset Sale, the Company will extend the post-employment exercise periods of Company Options vested as of the Closing ("***Vested Company Options***") held by the Disqualified Individuals, from 3 months to 7 years. For each of these Disqualified Individuals, the material terms of these Company Options with such extended exercise periods and the Estimated Section 280G Value, which reflects the value attributable to the exercise period extension, is set forth in the table below. The Company will also extend the post-employment exercise periods of the Vested Company Options that were granted in the one-year period ending on the expected closing date of the Asset Sale, which value is taken into account in the Estimated Section 280G Values set forth in Section 1 above.

Disqualified Individual	Grant Date	Number of Option Shares	Estimated Section 280G Value
Vijesh Iyer	August 12, 2015	890,000	$261,660
Vijesh Iyer	September 29, 2016	661,176	$131,508
Eric Nelson	August 12, 2015	450,000	$129,076
Eric Nelson	May 10, 2017	10,000	$1,694

3. *Parent Options*

Each Disqualified Individual intends to become a service provider of Purchaser following Closing. Pursuant to their service provider agreements with Purchaser (the "***Service Agreements***"), it is

[2] Amount excludes the value associated with the value of the Company Options that will automatically be forfeited at the Closing due to the Disqualified Individual's termination of employment with the Company. The number of shares forfeited by Mr. Iyer under his July 14, 2018 grant is 645,834. The number of shares forfeited by Mr. Nelson under his February 15, 2018 and June 12, 2018 grants are 28,580 and 68,220, respectively.

proposed that Parent will grant stock options of Parent common stock ("***Parent Options***") under the Parent Equity Incentive Plan (the "***Parent Plan***") to each Disqualified Individual, which will vest according to the vesting schedules listed in the table below, provided that the applicable Disqualified Individual is continuously providing services to Purchaser on each vesting date. The vesting of certain Disqualified Individual's Parent Options will accelerate in the event such Disqualified Individual is terminated by the Company without Cause, by the Disqualified Individual for Good Reason, upon death and/or by Disability (each as defined in the applicable Service Agreement and each such termination a "***Qualifying Termination***"), including, for some Disqualified Individuals, within 12 months following a Change in Control (as defined in the Parent Plan). Furthermore, if Mr. Iyer has a Qualifying Termination within 12 months following the Closing, his Parent Options will accelerate as to that number of shares equal to (i) the total number of shares subject to his Parent Options *multiplied by* (ii) the product of 1/30 and the number of months since Closing that have passed at the time of his termination. In addition, if Messrs. Rosenberg and Orloff remain in continuous service through the consummation of a Change in Control of Purchaser, their Parent Options will vest and become exercisable in full immediately prior to the Change in Control. Finally, the Parent Options for certain of the Disqualified Individuals will remain exercisable for a period of up to seven years upon a Qualifying Termination. For each of the Disqualified Individuals, the material terms of these Parent Options and the Estimated Section 280G Value, which reflects the value attributed to these Parent Options, is set forth in the table below.

Certain payments, including these Parent Options are treated as potential Parachute Payments even though they are granted to a Disqualified Individual by Purchaser or Parent and not by Company, because under the Parachute Provisions, each Disqualified Individual's Parent Options are presumed to be granted contingent upon the Asset Sale such that the full value of the Parent Options is hereby included in calculating the Estimated Section 280G Value of the Disqualified Individual's potential Parachute Payments. The Estimated Section 280G Value relating to the Parent Options is based on the safe harbor option valuation method set forth in IRS Rev. Proc. 2003-68, taking into account the following assumptions: (i) a fair market value per share of $0.07, which is the fair market value of Parent common stock as of the assumed grant date of January 1, 2019, (ii) a "medium" volatility, (iii) an exercise price per share of $0.07 and (D) an expected remaining life of 120 months. While there may be an argument that all or a portion of these Parent Options is reasonable compensation for future services to be rendered to Purchaser after the closing of the Asset Sale and therefore, do not constitute a potential Parachute Payment under the Parachute Provisions, in an abundance of caution, the Company is treating the full value of each Parent Option as a potential Parachute Payment.

Disqualified Individual	Number of Option Shares	Vesting Schedule	Estimated Section 280G Value
Vijesh Iyer	37,500,000	(1)	$1,549,434
Eric Nelson	15,000,000	(1)	$619,774
Sasha Orloff	20,000,000	(2)	$826,365
Jacob Rosenberg	20,000,000	(2)	$826,365

(1) The Parent Option shall vest and become exercisable with respect to 40% of the shares underlying the Parent Option on the first anniversary of the closing date of the Asset Sale, and with respect to 1/60th of the shares on each monthly anniversary thereafter, subject to continuous service through the applicable vesting date.

(2) The Parent Option shall vest and become exercisable with respect to 1/12th of the shares underlying the Parent Option on each monthly anniversary of the closing date of the Asset Sale, subject to continuous service through the applicable vesting date.

4. *Purchaser Salary Increases*

Upon commencement of employment or advisory services (as applicable) with Purchaser, Messrs. Nelson and Rosenberg will receive an increase in their respective base compensation, as compared to their respective base compensation with the Company prior to the Closing. The net annual compensation increases have been included as potential Parachute Payments hereunder. For each of these Disqualified Individuals, the amount of the compensation increase and the Estimated Section 280G Value, which reflects the value of the increase, is set forth in the table below.

As discussed above with respect to the Parent Options, these increases are included as potential Parachute Payments even though the increases will be paid by Purchaser and not by Company, because under the Parachute Provisions, any increase in salary made pursuant to an agreement entered into with Purchaser within the one-year period preceding the anticipated date of Closing may be deemed to be contingent on a change in control, absent clear and convincing evidence that such an increase in salary is reasonable compensation for future services to be rendered to Purchaser. Out of an abundance of caution, the Company has included the full value of the Disqualified Individual's net compensation increase in calculating each Disqualified Individual's Potential Parachute Payments.

Disqualified Individual	Salary Increase	Estimated Section 280G Value
Eric Nelson	$50,000	$49,937
Jacob Rosenberg	$20,000	$19,975

5. *Purchaser Bonus Opportunity*

Upon commencement of employment with Purchaser, Messrs. Nelson, Iyer and Rosenberg will be eligible to receive new bonus opportunities, as compared to their respective compensation opportunities with the Company prior to the Closing. Messrs. Iyer and Nelson will have annual target bonus opportunities equal to 75% and 50% of their respective annual base salaries, and Mr. Rosenberg will be eligible to receive up to $50,000 based on the achievement of certain performance goals. For each of the Disqualified Individuals, the amount of these bonus opportunities and the Estimated Section 280G Value, which reflects the value of such bonus, is set forth in the table below.

As discussed above, these bonuses are included as potential Parachute Payments even though they will be paid by Purchaser and not by Company.

Disqualified Individual	Bonus Opportunity	Estimated Section 280G Value
Vijesh Iyer	$240,000	$239,700
Eric Nelson	$137,500	$137,328
Jacob Rosenberg	$50,000	$48,940

6. *Signing Bonus*

Pursuant to their respective Service Agreements, Messrs. Iyer, Nelson and Rosenberg will receive a cash signing bonus in the form of a lump-sum cash payment from Purchaser (the "***Signing Bonuses***"). Each Disqualified Individual's Signing Bonus is intended to be earned over six months, such that if the Disqualified Individual's service with Purchaser is terminated by the Company for Cause or by the Disqualified Individual without Good Reason prior to the six-month anniversary of the Closing Date, he will be required to repay Purchaser the full amount of the Signing Bonus. For each of these Disqualified Individuals, the amount of the signing bonus and the Estimated Section 280G Value, which reflects the value of such bonus, is set forth in the table below.

As discussed above, these Signing Bonuses are included as potential Parachute Payments even though they will be paid by Purchaser and not by the Company.

Disqualified Individual	Signing Bonus	Estimated Section 280G Value
Vijesh Iyer	$120,000	$119,700
Eric Nelson	$68,750	$68,578
Jacob Rosenberg	$62,500	$62,344

7. *Severance*

Pursuant to their respective Service Agreements, in the event Mr. Nelson or Mr. Iyer is terminated due to death or Disability, by Purchaser without Cause or by such Disqualified Individual for Good Reason, such Disqualified Individual will be entitled to (i) a cash payment equal to 12 months of his then-current base salary, to be paid according to Purchaser's normal payroll procedures over such period, and (ii) payment by Purchaser for a period of up to 12 months of COBRA premiums for continuation of health care. In the event Mr. Rosenberg is terminated by Purchaser without Cause or by Mr. Rosenberg for Good Reason, Mr. Rosenberg will be entitled to (i) a cash payment equal to up to 12 months of his then-current base salary, to be paid according to Purchaser's normal payroll procedures over such period, and (ii) payment by Purchaser for a period of up to 12 months of COBRA premiums for continuation of health care benefits. In addition, he will remain eligible to receive the payment of up to $50,000 in bonuses based upon the achievement of certain performance goals.

Furthermore, if Mr. Orloff's advisory services are terminated both by the Purchaser and the Company (in each case, without Cause as defined in the service arrangements between Mr. Orloff and each of the Purchaser and the Company), Mr. Orloff will be entitled to (i) a cash payment equal to up to 12 months of his then-current base salary (a portion of such cash payment is paid up-front by the Company, and another portion of the cash payment is paid by each of the Purchaser and the Company in accordance with their respective customary payroll practices, but not less than monthly, it being anticipated that Mr. Orloff's total cash payments will be split such that the Company pays 25% of such amount and the Purchaser pays 75% of such amount), and (ii) payment by the Company for a period of up to 18 months of COBRA premiums for continuation of health care benefits (with 75% of such payment reimbursed by the Purchaser to the Company) (such payments for the Disqualified Individuals, the "***Severance Payments***"). For each of the Disqualified Individuals, the amount of the Severance Payments

and the Estimated Section 280G Value, which reflects the value of such Severance Payments, is set forth in the table below.

It is not currently known if and when the Severance Payments will be triggered, but, in an abundance of caution, the Company has assumed for this purpose that the Severance Payments will be paid within one year of the date of the Closing and therefore treated those Severance Payments as Parachute Payments. The table below sets forth the Estimated Section 280G Value attributable to the Severance Payments, which is their full cash value.

As discussed above, these Severance Payments are included as potential Parachute Payments even though they will be paid, if at all, by Purchaser and not by Company.

Name	Amount of Severance Payment	Estimated Section 280G Value
Vijesh Iyer	$356,000	$350,317
Eric Nelson	$311,000	$306,035
Jacob Rosenberg	$286,000	$281,434
Sasha Orloff	$324,000	$318,828

Requested Stockholder Approval

For each of the Disqualified Individuals whose Compensatory Payments are being submitted for stockholder approval, the base amount, Parachute Threshold less $1, the Estimated Section 280G Value of all Compensatory Payments and the Estimated Section 280G Value of the Waived Payments (i.e., the Compensatory Payments that stockholders are being asked to approve for such Disqualified Individual) are set forth in the following table:

The amounts set forth below represent estimates based on assumptions and judgments that the Company believes to be conservative so as to result in the Compensatory Payments having an estimated value at the high end of the range of values reasonably determinable under the Parachute Provisions based on information available as of the date of this Confidential Information Statement. The actual valuation of the Compensatory Payments under the Parachute Provisions may turn out to be higher or lower than the estimates presented in the tables below.

Disqualified Individual	Base Amount	Parachute Threshold Less $1	Estimated Section 280G Value of All Compensatory Payments	Estimated Section 280G Value of Waived Payments
Vijesh Iyer	$209,134	$627,401	$2,800,785	$2,173,384
Eric Nelson	$152,898	$458,693	$1,323,099	$864,406
Sasha Orloff	$171,155	$513,464	$1,145,193	$631,729
Jacob Rosenberg	$174,884	$524,651	$1,239,058	$714,407

* Ordinary rounding principles apply.

If the required stockholder approval is obtained with respect to the Waived Payments described above, each of the above Disqualified Individuals will retain his right to receive the full amount of his Compensatory Payments pursuant to their terms. Each Disqualified Individual has, however, agreed pursuant to the waiver described above to forfeit his Waived Payments (approximately the Estimated Section 280G Value of Waived Payments, as reflected above) in the event stockholder approval of such Waived Payments is not obtained hereunder by a vote as required under the Parachute Provisions. As noted above, this vote is independent of any vote of the Stockholders to approve the Asset Sale, and the stockholder approval of the Waived Payments is not a condition to the Closing.

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Annex A

Asset Purchase Agreement

(*See Attached.*)

Annex B

Transition Services Agreement

(*See Attached.*)

Annex C

Company Stockholder Consent

ACTION BY WRITTEN CONSENT

OF THE

STOCKHOLDERS OF

LENDUP GLOBAL, INC.

(a Delaware Corporation)

December __, 2018

In accordance with Section 228 of the Delaware General Corporation Law ("***DGCL***") and the Bylaws of LendUp Global, Inc., a Delaware corporation (the "***Company***"), the undersigned, constituting the holders of the Company's outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such actions at a meeting at which all shares entitled to vote thereon were present and voted, hereby take the following actions and adopt the following resolutions by written consent:

APPROVAL OF ASSET SALE TRANSACTION

WHEREAS, over time, certain aspects of the Company's credit card business have had a negative impact on the Company's loans business, the Company's balance sheet, and the overall financial condition of the Company.

WHEREAS, for several months, the Company has sought, but has not succeeded in securing, additional equity financing to further fund its credit card business and, as a result, the Board of Directors of the Company (the "***Board***") does not believe that the credit card business will be able to continue to operate without adversely affecting the Company as a whole.

WHEREAS, the Company has also considered winding down the credit card business in order to focus all of the Company's resources on its loans business on a go-forward basis, but has concluded a potential sale of the credit card business is the best course of action for the Company and its stockholders.

WHEREAS, the Board has approved the form, terms and provisions of, and the Company is proposing to enter into, that certain Asset Purchase Agreement by and among the Company, certain of its subsidiaries (collectively with the Company, the "***Selling Entities***"), Mission Lane Holdings Inc. (the "***Parent***") and Mission Lane LLC, a Utah limited liability company ("***Purchaser***") in substantially the form attached hereto as **Exhibit A** (the "***Asset Purchase Agreement***") pursuant to which the Selling Entities will sell, assign and transfer to Purchaser all of the properties, rights, interests and other tangible and intangible assets of the Sellers owned, licensed, used or held for use by the Sellers in connection with, relating to or necessary for the operation of the Company's credit card Business (as such term "Business" is defined in the Asset Purchase

Agreement) (the "***Transferred Assets***"), on the terms and subject to the conditions set forth in the Asset Purchase Agreement. Capitalized terms used and not otherwise defined herein have the respective meanings assigned to them in the Asset Purchase Agreement.

WHEREAS, in connection with the Asset Purchase Agreement and transactions contemplated thereby, certain Selling Entities will continue to provide services for the Purchaser related to the Business pursuant to the terms of a Transition Services Agreement (the "***Transition Services Agreement***"), and enter into a License Agreement (the "***License Agreement***"), each in substantially the form attached to the Asset Purchase Agreement, along with certain other documents and instruments related to the Asset Purchase Agreement (the "***Ancillary Agreements***,", collectively with the Asset Purchase Agreement, the Transition Services Agreement, and the License Agreement, the "***Transaction Documents***").

WHEREAS, in order to secure the consent of the Company's existing secured lender, Victory Park Capital, to the Asset Purchase Agreement and to consummate the transactions contemplated by the Transaction Documents, the Company must also make certain amendments to its existing secured lending facility with Victory Park Capital and a Note Amendment, as described in further detail in resolutions below, to those convertible promissory notes (the "***Convertible Promissory Notes***") issued pursuant to that certain Note and Warrant Purchase Agreement, dated December 15, 2017, (as amended thereafter, the "***Note Purchase Agreement***") (such amendments, together with the asset sale contemplated by the Transaction Documents, the "***Transactions***").

WHEREAS, in evaluating the Transactions, the Board considered a number of factors, including: (i) the market for the products of the Business and competition among current and potential providers of such products and the business, financial condition and competitive position of the Business in all of its addressable markets, (ii) the consideration proposed to be paid by Purchaser in the Transactions, (iii) the competitive nature of the Business' industry and the relative size and resources of the Business as compared to competitors and partners of the Business and potential competitors and partners of the Business, (iv) the Board's fiduciary duties to the Company's stockholders, (v) the terms of the Asset Purchase Agreement and the other Transaction Documents, (viii) current economic, industry and market conditions affecting the Company, (vi) the potential impact of the Transactions on the Company's employees, consultants, vendors and customers (including those of the Business), (vii) alternative transactions, including a winding down of the Business or equity financing for the Company as a whole and the likely terms of such financing (which the Board believes are unlikely to be favorable to the Company and its stockholders), (viii) the interests of certain directors and persons in the Transactions as described in the interested director disclosure below, and (ix) the risks involved with the Transactions, including the potential non-consummation of the Transactions and the risks of post-consummation indemnification claims under the Asset Purchase Agreement.

WHEREAS, the Asset Purchase Agreement requires that the Company obtain from holders of at least 75% of the shares of capital stock of the Company written approval and consent to the adoption and approval of the terms of the Transactions and the Transaction Documents and a general release of claims in respect of the Transactions (the "***Requisite Stockholders***").

WHEREAS, after extensive review and discussion concerning the terms of the

Transactions and the Transaction Documents, the Board has determined that the Transactions are in the Company's and its stockholders' best interests and approved the Transactions, the Asset Purchase Agreement and the other Transaction Documents.

WHEREAS, pursuant to Article (IV)(B), Section 6(h) of the Company's Restated Certificate of Incorporation, as amended from time to time (the "***Existing Certificate***"), so long as any shares of the Company's Preferred Stock are outstanding, the Company shall not, without first obtaining the approval of the holders of a majority of the then outstanding shares of the Company's Series Seed Preferred Stock, Series A Preferred Stock, Series A-1 Preferred Stock, Series B Preferred Stock and Series C Preferred Stock (the "***Preferred Majority***"), take any actions that result in the Company permitting any direct or indirect subsidiary of the Company to sell, lease or transfer, exclusively license or otherwise dispose of all or substantially all of the assets of such subsidiary (together, the "***Asset Sale Protective Provision***").

WHEREAS, the undersigned stockholders, who constitute the Preferred Majority, hereby wish to waive the Asset Sale Protective Provision, which may otherwise be triggered by the sale of the Business pursuant to the Asset Purchase Agreement and the other Transaction Documents.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that, the undersigned stockholders, who constitute the Requisite Stockholders and the Preferred Majority, hereby (i) approve and adopt the Transactions upon the terms and subject to the conditions set forth in the Asset Purchase Agreement and the other Transaction Documents, as the same may be amended, supplemented or modified from time to time in accordance with their terms, and (ii) waive the Asset Sale Protective Provisions with respect to the Asset Purchase Agreement and the other Transaction Documents.

RESOLVED FURTHER, that the Transactions and the terms and conditions of the Asset Purchase Agreement and the Transaction Documents, and each of the other agreements, certificates, documents and instruments contemplated thereby, including all schedules and exhibits thereto, are hereby adopted and approved by the undersigned stockholders; provided, however, that the Company's officers and legal counsel, or any of them, are hereby authorized to make such changes and amendments to such agreements as they may deem necessary or appropriate, including without limitation such amendments that may occur following the signing or closing of any of the Transaction Documents.

RESOLVED FURTHER, that the indemnification provisions of the Asset Purchase Agreement are approved and adopted in all respects.

RESOLVED FURTHER, that the undersigned stockholders acknowledge and agree with the Board's conclusion that the sale, assignment and transfer of the Transferred Assets to Purchaser is not a sale of all or substantially all of the assets of the Company.

RESOLVED FURTHER, that the Company's directors, officers, advisors and legal counsel, or any of them, are hereby authorized and directed to execute and deliver the Asset Purchase Agreement, the Transition Services Agreement, the License Agreement, and each of the other Transaction Documents, and such other agreements, certificates, documents and instruments as may be necessary or appropriate to consummate the transactions contemplated by the Asset Purchase Agreement, the Transition Services Agreement, the License Agreement and the other Transaction Documents, for and on

behalf of the Company, together with such modifications thereto as such director, officer, advisor or counsel may approve, and the execution of such documents by such officer, counsel or director shall conclusively establish the authority to make such changes and the approval and ratification by the undersigned stockholders of the changes so made.

RESOLVED FURTHER, that the Company's officers, directors or legal counsel, or any of them, are hereby authorized and directed, for and on behalf of the Company, to incur and pay such other costs and expenses, to take all such other actions, and to cause to be prepared and to execute, deliver, file and perform all other instruments, documents and certificates as in the judgment of such officer or counsel to the Company shall be necessary or advisable to carry out the intent of the foregoing resolutions, and the execution of any such instrument, document or certificate or the taking of such action in connection with the foregoing shall conclusively establish the authority to make such changes and take such actions and the approval and ratification by the undersigned stockholders of the authority of such officer or counsel with respect thereto, including without limitation any amendments to such documents or certificates that may occur following the signing or closing of any of the Transaction Documents.

RESOLVED FURTHER, that the prior actions by the Company's officers, directors, advisors or legal counsel in connection with the Transactions, the Asset Purchase Agreement, and the Transaction Documents are hereby approved, adopted and ratified.

INTERESTED PARTIES DISCLOSURE

WHEREAS, pursuant to Section 144 of the DGCL, no contract or transaction between a corporation and one or more of its directors or officers, or between a corporation and any other corporation, partnership, association or other organization in which one or more of the officers or directors of the Company is an officer or director of, or has a financial interest in (any such party is referred to herein as an "***Interested Party***" and any such contract or transaction is referred to herein as an "***Interested Party Transaction***"), shall be void or voidable solely for that reason, or solely because the director or officer is present at or participates in the meeting of the Board which authorized the Interested Party Transaction or solely because the vote of any such director is counted for such purpose, if: (i) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board, and the Board in good faith authorizes the contract or transaction by affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (ii) the material facts as to the director's or officer's relationship or interest and as to the contract are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by a vote of the stockholders; or (iii) the contract or transaction is fair as to the Company as of the time it is authorized, approved or ratified by the Board or the stockholders.

WHEREAS, it is hereby disclosed and made known to the undersigned stockholders that Sasha Orloff (i) is the Chief Executive Officer and a director of the Company, (ii) is a stockholder of the Company, (iii) will be engaged as an advisor by Purchaser after the Closing and (iv) will be entitled to a salary, certain benefits and a stock option grant from Parent with respect to his advising services. Mr. Orloff will resign as the Chief Executive Officer of the Company immediately after Closing. As a result, Mr. Orloff may be deemed to be an Interested Party in the proposed Transactions.

WHEREAS, it is hereby disclosed and made known to the undersigned stockholders that Jacob Rosenberg (i) is the Chief Technology Officer and a director of the Company, (ii) is a stockholder of the Company, (iii) will be engaged as interim Chief Technology Officer of Purchaser immediately after Closing, and (iv) will be granted a stock option grant by Parent with respect to his advising services. As a result, Mr. Rosenberg may be deemed to be an Interested Party in the proposed Transactions.

WHEREAS, it is hereby disclosed and made known to the undersigned stockholders that Nigel Morris (i) is a director of the Company, (ii) has financial interest in QED Fund II, L.P. (together with its affiliates, "***QED***"), which is a holder of certain Convertible Promissory Notes and thus may receive a portion of the Cash Consideration payable pursuant to the Asset Purchase Agreement and an opportunity to invest in Parent stock and (iii) QED will be a major stockholder in the Purchaser, and as a result, QED and Mr. Morris may be deemed to be Interested Parties in the proposed Transactions.

WHEREAS, it is hereby disclosed and made known to the undersigned stockholders that Frank Rottman (i) is a director of the Company, (ii) has financial interest in QED, which is a holder of certain Convertible Promissory Notes and thus may receive a portion of the Cash Consideration payable pursuant to the Asset Purchase Agreement and an opportunity to invest in Parent stock and (iii) QED will be a major stockholder in the Purchaser, and as a result, QED and Mr. Rottman may be deemed to be Interested Parties in the proposed Transactions.

WHEREAS, it is hereby disclosed and made known to the undersigned stockholders that Blake Byers (i) is a director of the Company, and (ii) has financial interests in GV 2012, L.P. and GV 2017, L.P. (together with their affiliates, "***GV***"), which are holders of certain Convertible Promissory Notes and thus may receive a portion of the Cash Consideration and Purchaser stock payable pursuant to the Asset Purchase Agreement and as a result, GV and Mr. Byers may be deemed to be Interested Parties in the proposed Transactions.

WHEREAS, it is hereby disclosed and made known to the undersigned stockholders that (i) on or about October 1, 2018, the Company Board appointed Jeff Foster to provide advisory services to the Company Board and Company with respect to potential equity financings and asset sales, (ii) Mr. Foster has negotiated the Transactions pursuant to the Board's direction, (iii) the terms of Mr. Foster's compensation includes a success fee that will become payable in connection with Transactions, and (iv) Mr. Foster has interests in Purchaser, including that he is owed a success fee in connection with Purchaser's fundraising efforts, some of which are in connection with Transactions. While Mr. Foster is not an employee or stockholder of the Company, he has significant interests in the Transactions.

WHEREAS, it is hereby disclosed and made known to the undersigned stockholders that, in addition to the departures from the Company of Mr. Orloff and Mr. Rosenberg, certain executives of the Company, including Vijesh Iyer and Eric Nelson will be engaged by Purchaser as employees, and as a result, such executives may be deemed to be Interested Parties in the proposed Transactions.

WHEREAS, it is hereby disclosed and made known to the undersigned stockholders that certain other stockholders of the Company are also holders of the Convertible Promissory Notes and thus may receive a portion of the Cash Consideration payable pursuant to the Asset Purchase Agreement and Purchaser stock due to their ownership of such

Convertible Promissory Notes, and as a result, such stockholders may be deemed to be Interested Parties in the proposed Transactions.

WHEREAS, the undersigned stockholders are aware of the material facts related to the Transactions and have had an adequate opportunity to ask questions regarding, and investigate the nature of, the relationship and/or interest of the Interested Parties with and in the Company in connection with the Transactions.

NOW, THEREFORE, BE IT RESOLVED, that the undersigned stockholders hereby authorize, approve and ratify any direct or indirect participation of the Interested Parties in the proposed Transactions for all purposes, including for purposes of each provision and subsection of Section 144 of the DGCL.

AMENDMENT TO CONVERTIBLE NOTES AND WAIVER OF RIGHT OF FIRST REFUSAL

WHEREAS, in order to consummate the Transactions, the Company must amend the Convertible Promissory Notes pursuant to an Amendment to Note and Warrant Purchase Agreement, in substantially the form attached hereto as **Exhibit B** (the "***Note Amendment***"), which calls for, among other things, an extension of maturity date, an amendment to increase the interest rate, changes to the prepayment terms, and changes to the conversion terms, in each case with respect to each of the Convertible Promissory Notes.

WHEREAS, pursuant to Article (IV)(B), Section 6(c) of the Existing Certificate, so long as any shares of the Company's Preferred Stock are outstanding, the Company shall not, without first obtaining the approval of the Preferred Majority, issue or obligate itself to issue any debt security convertible into any equity security having rights, preferences or privileges with respect to dividends or liquidation senior to or on parity with the Company's Series A Preferred Stock, Series A-1 Preferred Stock, Series B Preferred Stock and Series C Preferred Stock (the "***Convertible Debt Protective Provision***").

WHEREAS, pursuant to that certain Amended and Restated Investors' Rights Agreement, dated as of May 6, 2016, by and among the Company and the Investors party thereto (the "***Investors' Rights Agreement***" and each capitalized term in this set of resolutions as defined therein), the Major Investors have certain rights, including a right of first offer and notice thereof, with respect to future sales by the Company of its Shares (the "***Right of First Offer***").

WHEREAS, pursuant to Section 5.3 of the Investors' Rights Agreement, the Right of First Offer may only be waived with the written consent of the Company and the Major Investors holding a majority of the Registrable Securities then held by all Major Investors (the "***Requisite Investors***").

WHEREAS, the undersigned stockholders, who constitute the Preferred Majority and the Requisite Investors, propose to (i) waive any application of the Convertible Debt Protective Provision with respect to the Note Amendment and any securities issued, or obligated to be issued, on conversion thereof, (ii) waive any application of the Right of First Offer or similar preemptive right with respect to the Note Amendment, (iii) waive the right to receive any notice, whether pursuant to the Investors' Rights Agreement or otherwise, in respect of such Right of First Offer and (iv) memorialize such waiver by

means of this written consent (such waivers, "***Note Amendment Waivers***").

NOW, THEREFORE, BE IT RESOLVED, that the undersigned stockholders, who constitute the Preferred Majority and the Requisite Investors, hereby approve the Note Amendment and the Note Amendment Waivers.

RESOLVED FURTHER that the officers and legal counsel of the Company be, and each of them hereby is, authorized and directed to execute the Note Amendment, and, for and in the name and on behalf of the Company, to execute and deliver to the appropriate parties the Note Amendment with such changes therein or additions thereto as the officer executing the same shall approve, with the advice of legal counsel, and the execution and delivery of such agreements by such officer or legal counsel shall be conclusive evidence of the approval of the undersigned stockholders thereof and all matters relating thereto.

OMNIBUS PROVISION

RESOLVED, that the undersigned stockholders hereby ratify, confirm and acknowledge all actions previously taken by the Company's officers, legal counsel, or directors that are approved by the foregoing resolutions, including, without limitation, the negotiation of the Transaction and preparation of the Asset Purchase Agreement and the Transaction Documents.

FURTHER RESOLVED, that the Company's officers or legal counsel, or any of them, are hereby authorized and directed to do or cause to be done any and all such further acts and things and to execute and deliver any and all such additional documents as they may deem necessary or appropriate in order to carry into effect the purposes and intent of the foregoing resolutions.

GENERAL AUTHORITY

RESOLVED, that the Company's officers or legal counsel are hereby authorized and directed, for and on behalf of the Company, to take all such steps and do all such acts and things as they shall deem or determine to be necessary, advisable or appropriate in connection with all matters contemplated by, and to carry out the intent and purpose of, the foregoing resolutions, including, without limitation, making any and all payments, making any and all filings, executing and delivering any and all instruments, certificates, applications, affidavits or other documents required in connection therewith, signing or endorsing any checks, posting any and all bonds and paying any and all fees in connection therewith, and the taking of any and all such actions and the execution and delivery of any and all such instruments, certificates, applications, affidavits or other documents in connection with the forgoing shall conclusively establish their authority therefor from the Company and the approval and ratification thereof by the undersigned stockholders.

RESOLVED FURTHER, that any and all acts and deeds of any officer or legal counsel of the Company taken prior to the date hereof that are within the authority conferred by the foregoing resolutions are hereby approved, adopted, ratified and confirmed in all respects as the Company's acts and deeds.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In witness whereof, by executing this Action by Written Consent, each undersigned stockholder is giving written consent with respect to all shares of the capital stock of the Company held by such stockholder. This Action by Written Consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this action may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used. This written consent shall be filed in the minute book of the Company and shall be effective for all purposes as of the date first set forth above.

STOCKHOLDERS:

IF AN INDIVIDUAL:

By: _____
(duly authorized signature)

Name: _____
(please print or type full name)

Date: _____

IF AN ENTITY:

_____
(please print or type complete name of entity)

By: _____
(duly authorized signature)

Name: _____
(please print or type full name)

Title: _____
(please print or type full title)

Date: _____

EXHIBIT A

ASSET PURCHASE AGREEMENT

EXHIBIT B

NOTE AMENDMENT

Annex D

General Release Agreement

(*See Attached.*)

Annex E

280G Stockholder Written Consent

SECTION 280G STOCKHOLDER WRITTEN CONSENT

The undersigned stockholder of LendUp Global, Inc., a Delaware corporation (the "***Company***"), hereby votes such stockholder's shares with respect to the proposals set forth below in the manner indicated and hereby adopt the following resolution by written consent pursuant to Section 228(a) of the General Corporation Law of the State of Delaware.

APPROVAL OF CERTAIN PARACHUTE PAYMENTS PURSUANT TO SECTION 280G OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

WHEREAS: The Company intends to enter into an Asset Purchase Agreement with Mission Lane Holdings, Inc., a Delaware corporation ("***Parent***"), Mission Lane LLC, a Utah limited liability company ("***Purchaser***"), and certain other parties, a copy of which agreement is attached as Annex A (the "***Agreement***") to the Confidential Information Statement (the "***Information Statement***") to which this Section 280G Stockholder Written Consent (this "***280G Stockholder Written Consent***") is attached as Annex E, pursuant to which the Company will sell assets owned, licensed, and used in connection with, relating to and necessary for the operation of the credit card business of the Company (including the portfolio of credit card accounts) to Purchaser (such transactions, collectively, the "***Asset Sale***").

WHEREAS: The undersigned stockholders have received, simultaneously with this 280G Stockholder Written Consent, the Information Statement, regarding certain benefits and compensatory payments described in the Information Statement (collectively, the "***Compensatory Payments***") that may be provided to each of Vijesh Iyer, Eric Nelson, Sasha Orloff and Jacob Rosenberg (each, an "***Executive***") in connection with the Asset Sale, and the undersigned stockholders have read and understood the Information Statement.

WHEREAS: Each Executive may be considered a "disqualified individual" (collectively, the "***Disqualified Individuals***") under Section 280G of the Internal Revenue Code of 1986, as amended (the "***Code***") and the regulations promulgated and rulings thereunder (collectively, "***Section 280G***"), and absent the waiver by the Executives (as described below in more detail) and the stockholder approval of the Waived Payments (as defined below) in accordance with Section 280G, the Compensatory Payments to be provided to each Executive could result in an "excess parachute payment" (within the meaning of Section 280G) for such Executive that could result in certain potential adverse tax consequences for the Company, Parent and their affiliates, including Purchaser, as well as the Disqualified Individuals, as set forth in the Information Statement in the section entitled "Information Relating to the Written Consent to Approve Certain Compensatory Payments."

WHEREAS: Each Executive has executed a waiver agreement with the Company pursuant to which he has agreed to forfeit his right or entitlement to receive or retain the Compensatory Payments to the extent the aggregate value of the Compensatory Payments exceed three times such Executive's "base amount" as described in the Information Statement less $1.00 (the value of such Compensatory Payments that exceeds three times the "base amount" less $1.00, the "***Waived Payments***"), unless each such Waived Payment is approved by the affirmative vote of the holders of more than 75% of the voting power of all outstanding shares of stock of the Company entitled to vote pursuant to the Company's normal voting rules, within the meaning and determined in a manner consistent with the requirements of Section 280G(b)(5) of the Code, disregarding for this purpose shares of Company capital stock held by any of the Executives and any Company capital stock treated as constructively owned by or for any of them, in

accordance with the provisions of Treasury Regulation § 1.280G-1, Q&A-7.

WHEREAS: For purposes of the approval of the Waived Payments, any undersigned stockholder that is not an individual (an "***Entity Stockholder***", and alternately referred to in Treasury Regulation Section 1.280G-1, Q&A-7(b)(3) as an "***Entity Shareholder***") may exercise its vote through any person authorized by such Entity Stockholder to approve the Waived Payments, provided that, if the stock of the Company held by an Entity Stockholder constitutes a "substantial portion" of all of the assets of the Entity Stockholder and the value of such stock is greater than 1% of the total value of the outstanding stock of the Company, the Waived Payments must be approved by persons who, immediately before the consummation of the Asset Sale, own more than 75% of the voting power of the Entity Stockholder entitled to vote pursuant to the Entity Stockholder's normal voting rules, within the meaning and determined in a manner consistent with the requirements of Section 280G(b)(5) of the Code, as of immediately prior to the consummation of the Asset Sale, disregarding for this purpose shares of Company capital stock held by any of the Executives and any Company capital stock treated as constructively owned by or for any of them, in accordance with the provisions of Treasury Regulation § 1.280G-1, Q&A-7.

WHEREAS: For purposes of the foregoing, stock represents a "substantial portion" of the assets of an Entity Stockholder if the total fair market value of the stock held by the Entity Stockholder in the entity undergoing the change in ownership or control is equal to or exceeds one-third of the total gross fair market value of all of the assets of the Entity Stockholder, and for purposes of the foregoing, "gross fair market value" means the value of the assets of the entity, determined without regard to any liabilities associated with such assets.

WHEREAS: The undersigned stockholders wish to approve the Compensatory Payments summarized in the Information Statement to the extent such Compensatory Payments constitute Waived Payments, in order to comply with the stockholder approval requirements of Code Section 280G(b)(5)(A)(ii).

WHEREAS: The vote to approve the Waived Payments is separate from the vote to approve the Asset Sale, and the Asset Sale may be approved by stockholders even if the Waived Payments are not approved by stockholders.

NOW, THEREFORE, BE IT RESOLVED: By checking the box "approve" below and executing this 280G Stockholder Written Consent, the below named stockholder of the Company hereby approves all of the Waived Payments to all of the Disqualified Individuals indicated in the Information Statement in the section entitled "Information Relating to the Written Consent to Approve Certain Compensatory Payments," or by checking the box "disapprove" below and executing this Stockholder Consent, the below named stockholder of the Company hereby disapproves all of the Waived Payments to all of the Disqualified Individuals indicated in the Information Statement in the section entitled "Information Relating to the Written Consent to Approve Certain Compensatory Payments."

FURTHER RESOLVED: The undersigned hereby further acknowledges and affirms that the undersigned has (i) received, read, understood and considered the information set forth in, the Information Statement in the section entitled "Information Relating to the Written Consent to Approve Certain Compensatory Payments"; (ii) been given full disclosure of (A) all material facts concerning the Compensatory Payments and the Waived Payments and (B) the significance of the stockholders' approval of such Waived Payments under the Code; and (iii) had the opportunity to obtain additional information regarding the Compensatory Payments, the Waived Payments and the Asset Sale, as he, she or it considers necessary or appropriate.

FURTHER RESOLVED: The stockholder acknowledges and agrees that this 280G Stockholder

Written Consent is, and is intended to be, approval of the Waived Payments described in the Information Statement in compliance with the requirements of Section 280G, and further acknowledges and agrees that this 280G Stockholder Written Consent is entirely separate from and not conditioned upon any vote to approve the Asset Sale.

FURTHER RESOLVED: That the approval of the Waived Payments shall be deemed effective upon the adoption, execution and delivery to the Company of this 280G Stockholder Written Consent by approving holders of more than 75% of the voting power of all outstanding stock of the Company entitled to vote within the meaning of Section 280G.

FURTHER RESOLVED: That this 280G Stockholder Written Consent may be executed in separate counterparts, each of which once so executed and delivered (including by facsimile or by e-mail as a portable document format (.pdf) file or image file attachment) shall be considered original, but all such counterparts shall together constitute one and the same instrument.

FURTHER RESOLVED: The Company's directors, legal counsel, and officers are, and each of them without the others is, authorized to take such other actions and sign such other documents as he, she and/or they deem necessary or advisable to carry out the intent of the foregoing resolution, and all prior actions taken in connection therewith are hereby ratified and approved.

THE ACTIONS TAKEN BY THIS 280G STOCKHOLDER WRITTEN CONSENT SHALL HAVE THE SAME FORCE AND EFFECT AS IF TAKEN AT ANY MEETING OF THE STOCKHOLDERS OF THE COMPANY, DULY CALLED AND CONSTITUTED PURSUANT TO THE LAWS OF THE STATE OF DELAWARE.

(*Signature page follows.*)

PLEASE EXECUTE THIS 280G STOCKHOLDER WRITTEN CONSENT AND EMAIL IT TO VERONICA ZAVALA OF FENWICK & WEST LLP, COUNSEL TO THE COMPANY, AT VZAVALA@FENWICK.COM. PLEASE RETURN THE ORIGINAL TO: MYRELA MAGAHIZ, C/O FENWICK & WEST LLP, 801 CALIFORNIA STREET, MOUNTAIN VIEW, CA 94041.

If signing as attorney, executor, trustee or guardian, please give your full title as such. If shares are held jointly, each owner should sign.

Please check the appropriate box to indicate your approval or disapproval for all of the Waived Payments to the Disqualified Individuals listed below.

Vijesh Iyer
Eric Nelson
Sasha Orloff
Jacob Rosenberg

☐ **APPROVE** ☐ **DISAPPROVE**

Sign exactly as your name(s) appears on the stock certificate(s). A corporation is requested to sign its name by its President or other authorized officer, with the office held designated. If signing as attorney, executive, trustee or guardian, please give your full title as such. If a stock certificate is registered in two names or held as joint tenants or as community property, both interested persons should sign.

This 280G Stockholder Written Consent has been executed by the undersigned stockholder of the Company on the date set forth below. By signing below, the undersigned stockholder further represents to the Company as follows:

1. The undersigned stockholder either:

(a) is not an "entity shareholder" within the meaning of Treasury Regulations, Section 1.280G-1, Q&A-7(b)(3) (*i.e.*, is an individual), or

(b) is an "entity shareholder" within the meaning of Treasury Regulations, Section 1.280G-1, Q&A-7(b)(3) and all the applicable requirements of Treasury Regulations, Section 1.280G-1, Q&A-7(b)(3) and (4) applicable to "entity shareholders" have been satisfied in respect of this vote.

2. If the undersigned is an "entity shareholder," the person executing this 280G Stockholder Written Consent on behalf of such entity shareholder is authorized to do so by such entity.

Company stockholders who have questions about the above representations are encouraged to contact their own tax and legal counsel.

Dated: _____ ____, 2018

_____
(Exact Name(s) in which shares are held)

_____
(Signature)

_____
(Name of Signatory, if entity stockholder)

_____
(Title of Signatory, if entity stockholder)

Annex F

Signature Page to Company Stockholder Consent

(*See Attached.*)

Annex G

Signature Page to the General Release Agreement

(*See Attached.*)

Annex H

Signature Page to 280G Stockholder Written Consent

(*See Attached.*)