



Business Conduct & Ethics Policy.

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1. Purpose

Each of the Boards of Directors (the “Board”) and management of LendingClub Bank, National Association (“LendingClub Bank” or “the Bank”) and LendingClub Corporation (the “Company”) are committed to establishing and maintaining a program that promotes a strong, proactive culture of risk management, and safe and sound business practices. In this Policy, the term “LendingClub” is intended to refer to either entity in an individual or both in a combined capacity, as applicable. To that end, LendingClub and any subsidiaries have adopted this Business Conduct and Ethics Policy to:

- Promote honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest;
- Promote full, fair, accurate, timely and clear disclosure in reports and documents that LendingClub files with, or submits to, regulators or other authorities with jurisdiction over LendingClub, and in other public communications made by LendingClub or its affiliates;
- Promote compliance with applicable laws, rules and regulations;
- Promote the protection of LendingClub assets, including corporate opportunities and confidential information;
- Promote fair dealing practices;
- Deter wrongdoing by LendingClub or its associates including without limitation any conduct that results in impermissible actual or perceived conflict of interest, directly or indirectly, with those of LendingClub; and
- Promote adherence to LendingClub’s Employee Handbook or any other Company policy or standard that supports part or all of this policy.

2. Scope

This policy applies to all of LendingClub's directors, officers, and employees (individually, or collectively, “associates”) and authorized third-party representatives of LendingClub. It is intended to supplement and not to replace existing company policies and procedures. LendingClub may create procedures to implement this policy or modify or update these more specific policies and procedures from time to time and adopt new company policies and procedures in the future.

Nothing in this policy is intended to alter the existing legal rights and obligations of LendingClub or any of its associates, including “at will” employment arrangements or the terms of any employment-related agreements.

All LendingClub associates and authorized third party representatives, where their job duties require, are responsible for becoming familiar with our standards of business conduct and ethics to understand their importance to our business.

Officers and employees are responsible for complying with standard operating procedures applicable to their job role and applying the guidance and principles of this policy (and other policies referenced within this policy) whenever their responsibilities may be unclear.

Directors and officers are responsible for adhering to the guidance and principles of this policy (and other policies referenced within this policy) whenever acting on behalf of LendingClub. Additionally, directors and officers are ultimately responsible and accountable for establishing an appropriate “tone at the top” to foster a culture of compliance and ethical conduct within LendingClub, and processes to appropriately address instances of non-adherence.

3. Policy Statement

LendingClub operates an online marketplace bank that relies on gaining and keeping the trust of consumer and commercial customers, depositors, investors, borrowers, and other important stakeholders. Further, LendingClub is a regulated financial institution subject to supervision by federal regulators. Our success relies upon each associate and authorized third-party representative performing their duties in compliance with applicable laws and LendingClub policies, standards, and procedures. Accordingly, associates and authorized third-party representatives are expected to: (i) understand the legal and regulatory requirements that apply to LendingClub’s business and to their specific area of responsibility and (ii) recognize situations that require them to consult with others to determine the appropriate course of action.

Legal and regulatory compliance is only a part of our ethical responsibility, however, and should be viewed as the minimum acceptable standard of conduct. LendingClub strives to act with the utmost integrity, not just in its most important corporate decisions, but also in the actions taken every day by its associates and third-party representatives. An important aim of this policy is to help LendingClub associates to recognize common ethical issues, and raise questions when unsure. Acting ethically will help us become a better company, a better commercial partner for other companies, and a better corporate citizen.

4. Administration

The Responsible Owner is responsible for the administration of this Policy. The Responsible Owner, must, at least annually, review and update this Policy, considering changes to processes, regulatory changes, industry developments, and continuous enhancements. The Policy is reviewed by the Accountable Owner at least annually (once per calendar year). Additionally, the Board, or its designated committee, can review and update this policy as it deems appropriate, and is responsible for final approval.

5. Definitions

Business conduct: The behavior of an associate, as expressed in communications, actions, reactions, or inactions in his or her capacity as an associate of LendingClub, or representing LendingClub in any form to any outside entity or individual(s).

Ethics: The principles that govern the behavior of an associate, above and beyond legal and regulatory minimum standards, when confronted with ambiguity or choices that raise questions of fairness or apparently conflicting interests or values.

Family member: Any spouse, registered domestic partner, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, step-brother, step-sister, aunt, uncle, niece, nephew, parent-in-law, daughter-in-law, son-in-law, brother-in-law and sister-in-law, including any of the foregoing due to an adoptive relationship.

Close personal relationship: Romantic relationship, roommate or other co-habitant, or a formal guardianship arrangement not listed above, not listed above.

Close business relationship: Business relationship, outside of LendingClub, in which the associate, a family member and/or close personal relationship is involved, that may result in an actual or perceived conflict of interest, directly or indirectly, with those of LendingClub.

6. Policy Requirements

6.1. International Business Laws; Embargoes; Export Controls and Anti-Boycott Compliance

Your position may require you to travel outside the United States on behalf of LendingClub. As an associate, you are expected to comply with all applicable laws wherever you travel on LendingClub business, including laws prohibiting bribery, corruption, other financial crimes, or the conduct of business with specified individuals, entities, or countries. We also expect you to continue to comply with U.S. laws, rules, and regulations governing the conduct of business by U.S. citizens and corporations outside of the U.S..

U.S. embargoes - restricts or, in some cases, prohibits U.S. persons, corporations and, in some cases, foreign subsidiaries from doing business with certain countries, entities, or individuals.

Export controls (including tariffs) - restricts travel to designated countries or prohibits or restricts the export of goods, services, and technology from the United States to designated countries, identified persons or entities, or the re-export of U.S.-origin goods, including technology, from the country of original destination to such designated countries or identified companies or entities.

Anti-boycott compliance - prohibits U.S. companies from taking any action that has the effect of furthering any unsanctioned boycott of a country friendly to the United States.

Financial Crimes – LendingClub has specific policies governing financial crimes including but not limited to bribery, corruption, fraud and money laundering.

If you have questions as to whether an activity is restricted or prohibited, contact the Owners of this Policy or Chief Risk Officer or their designees before taking any action.

6.2. Conflicts of Interest

A conflict of interest occurs when an individual's personal interest (or the interest of a member of their family) interferes, or even appears to interfere, with the interests of LendingClub as a whole. A conflict of interest can arise when you (or a family member, or someone with whom you have a close personal relationship or close business relationship) take actions or have interests that adversely affects or may reasonably be expected to adversely affect your work for LendingClub. Conflicts of

interest also arise when you (or a family member, or someone with whom you have a close personal relationship or close business relationship) receive benefits because of your position with LendingClub.

You must avoid situations where loyalties may be or appear to be divided between LendingClub's interests and your own interests. You should also seek to avoid the appearance of a conflict of interest. If you are considering engaging in a transaction or activity that would reasonably present a conflict of interest or the appearance of a conflict of interest, you must disclose the matter to the Responsible Owner of this policy, so that, if appropriate, the Responsible Owner has sufficient time to review and approve your engagement that transaction or activity. Identifying conflicts of interest is often a matter of applying common sense and judgement—if you have trouble determining whether there is a conflict, disclose the issue.

In evaluating whether an actual or contemplated activity may involve a conflict of interest, consider all of the following:

- Whether the activity would appear improper to an outsider
- Whether the activity could or appear to interfere with your own job performance or that of another LendingClub employee
- Whether you have access to confidential company information or influence over significant company resources or decisions
- The potential impact of the activity on LendingClub's business relationships (or potential relationships), including but not limited to such relationships with borrowers, depositors, customers, investors, partners, vendors, and service providers
- The extent to which the activity could benefit you or your relative, directly or indirectly
- Whether the activity requires a choice between two competing interests, values or principles.

A few examples of activities and entities or individuals that could involve conflicts of interests include (Note: these examples are not meant to be exhaustive; questions should be directed to the Responsible Owner of this Policy):

- **Aiding LendingClub's competitors.** Aiding LendingClub's competitors can include, without limitation, passing confidential company information to a competitor or accepting payments or other benefits from a competitor.
- **Involvement in any company that does business with LendingClub or seeks to do business with LendingClub.** Employment by or service on the board of a borrower, depositor, customer, investor, vendor, partner, or service provider is generally discouraged, and you must seek approval in advance from the Responsible Owner of this policy if you plan to have such a relationship.
- **Owning a significant financial interest in a competitor or a company that does business with LendingClub or seeks to do business with us.** In evaluating whether these interests (directly or indirectly) pose a conflict, LendingClub will consider:
 - The size and nature of the interest
 - The nature of LendingClub's relationship with the other entity or individual
 - Whether you have access to confidential information of LendingClub

- Whether you have an ability to influence LendingClub decisions that would affect the other entity or individual

If you have or want to acquire a significant financial interest in a competitor, or if you have direct or indirect business dealings (with approval responsibilities) with a current or prospective (if known to you) borrower, depositor, customer, investor, vendor, partner, or service provider, you must disclose it to or first consult with the Responsible Owner of this policy. Similarly, if you experience a change of position or seniority that results in direct or indirect business dealings with a borrower, depositor, customer, investor, vendor, partner, or service provider in which you already had a significant financial interest, you must disclose it to and consult with the Responsible Owner of this policy. In such a situation, it is likely that you will be recused from LendingClub's discussions, or negotiations with the party, and from any consideration of the merits of any proposed transaction or ongoing management of the relationship with the party.

- **Having authority on behalf of LendingClub over a co-worker who is also a family member or a close personal relationship, or transacting business on behalf of LendingClub with a family member, close personal relationship or close business relationship.** If you are involved in such a situation, you must inform the Responsible Owner of this policy to assess the situation and find an appropriate resolution.

You must avoid these situations (and others like them), whenever your loyalty to LendingClub, or LendingClub's ability to conduct its business in a manner consistent with this policy, could be compromised. If you believe you are involved in a potential conflict of interest, you must inform the Responsible Owner of this policy to assess the situation. Additionally, if the Company becomes aware of a situation as described herein, and the Responsible Owner of this policy contacts you to discuss, you must cooperate with that inquiry.

Like employees, directors must also seek to avoid conflicts of interest with their obligations to LendingClub. As a director, if you confront a conflict of interest in connection with a decision to be made by the Board of Directors then you must take steps to avoid or resolve the conflict of interest, including notifying the General Counsel, the Chair of the Board and/or the Chief Executive Officer. Additionally, in consultation with the General Counsel, the Chair of the Board and/or the Chief Executive Officer, or their designee(s), you must take all appropriate mitigation efforts, which may include recusing yourself from discussions by the Board that could be perceived to create such a conflict.

A supervisor may not authorize or approve conflict of interest matters or make determinations as to whether a problematic conflict of interest exists without first providing a written description of the activity to the Responsible Owner of this policy and receiving their written approval.

6.2.1. Gifts and Entertainment

Building strong relationships with borrowers, depositors, customers, investors, vendors, partners, and service providers is essential to LendingClub's business. Socializing with borrowers, depositors, customers, investors, vendors, partners, and service providers may help build those relationships. However, you should exercise good judgment in providing or accepting business meals and

entertainment or inexpensive gifts, so that all such conduct is consistent with customary and prudent business practices, and will not impair or be perceived to impair your ability to perform your job obligations impartially.

While individual circumstances differ, the overriding principle concerning gifts and entertainment is not to give or accept anything of value that could be perceived as creating an obligation on the part of the recipient (whether a company director or employee, borrower, depositor, customer, investor, partner, or service provider) to act other than in the best interests of their employer or otherwise to taint the objectivity of the individual's involvement.

Refer to "Gifts and Gratuities" in the Employee Handbook for information about rules for gifts and entertainment, as well as the Bank Bribery Act policy.

These principles apply to transactions everywhere in the world, even if they conflict with local custom. Under some statutes, such as the United States Foreign Corrupt Practices Act (see the Foreign Corrupt Practices Act policy), giving anything of value to a government official to obtain or retain business or favorable treatment is a criminal act subject to prosecution and conviction.

Relations with Government Employees

The U.S. government has various regulations prohibiting government personnel from accepting entertainment, gifts, gratuities or other business courtesies that may be acceptable in the private commercial sector. You may have to interact with governmental employees, and you must understand and comply with the letter and intent of such regulations. If you want to offer or give anything of value to a government employee, you must consult with the Responsible Owner of this policy for guidance prior to doing so.

Accepting Things of Value

Except as provided below, you may not solicit or accept for yourself or for a third party any tangible item(s) of value and/or intangible benefits from anyone in return for any business, favor, service or confidential information of LendingClub (subject to certain permitted transactions discussed below). Examples of tangible items of value include, but are not limited to gifts, meals, services and entertainment (e.g. conference attendance, event passes, tournament entrance fees, and/or tickets). Examples of intangible benefits include, but are not limited to favors, appointments to positions (i.e. board, government, diplomatic) and preferential treatment. You may not accept a business opportunity unavailable to other persons or that is made available due to your position with LendingClub by trading on your position with LendingClub or by accepting it from a person doing business with LendingClub. The purpose of this policy is to ensure that LendingClub's business is safeguarded from undue influence of bribery and personal favors.

You should refer to the provisions of the Bank Bribery Act policy that contains additional policy positions and guidance on receipt of gifts.

On an exception basis, transactions other than those described above may be approved in writing by the Responsible Owner of this policy, on a case-by-case basis, where tangible item(s) of value and/or intangible benefits are accepted in connection with LendingClub business.

6.2.2. Corporate Opportunities

You cannot compete with LendingClub or take personal advantage of business opportunities that LendingClub might want to pursue. You are prohibited from taking opportunities that personally benefit you (or your friends or family members or close personal relationships) through the use of LendingClub resources, property, information, or position. Additionally, you cannot use Company resources, property, information, or position for personal gain (including gain of friends, family members, close personal relationships, or close business relationships) and may not compete with LendingClub.

If you are interested in using LendingClub's resources, property or information, or in pursuing an opportunity that you discovered through your position with LendingClub, consult with the Responsible Owner of this policy to determine the appropriate course of action. Even opportunities that are acquired through independent sources may be questionable if they are related to our existing or proposed lines of business.

If you are making plans to work on a "side project" that could be related to LendingClub's business, you must contact the Responsible Owner of this policy to determine what types of work could be considered LendingClub intellectual property under your Proprietary Information and Intellectual Property Agreement with LendingClub. For example, a LendingClub engineer may need to get approval before working on a financial services application. In any instance, including approved "side projects," your performance expectations (including attendance and working hours) with LendingClub shall not be altered or lessened.

6.2.3. Employee Loans

Loans to you or your family members or those with whom you have a close personal relationship or a close business relationship by or through LendingClub, or guarantees of your loan obligations, could constitute an improper personal benefit to the recipients. Accordingly, LendingClub will not make loans to or facilitate loans for, or provide guarantees for employees, officers and directors.

If applicants for employment have borrowed through the platform, they must disclose that information as soon as possible, but no later than their first day of employment to the People Success Team (which could include a recruiter), which is responsible for consulting with the Responsible Owner of this policy, as appropriate. LendingClub employees are not allowed to perform servicing transactions on their own account including, but not limited to, inquiries, adjustments, credits, waivers, etc. Doing so may result in disciplinary action, up to and including termination. Further information on employees and LendingClub's product offerings is provided in the Employee Handbook.

6.2.4. Related-Party Transactions

A related-party transaction is a transaction, arrangement, or relationship (or any series of transactions, arrangements, or relationships): (i) between LendingClub, or any of its affiliates, and a related party, in which the aggregate amount of direct or indirect interest will or may be expected to exceed \$120,000 in any fiscal year, or (ii) between an executive officer or director of LendingClub and

an ecosystem partner or LendingClub vendor, in which the aggregate amount of direct or indirect interest will or may be expected to exceed \$120,000 in any fiscal year.

For more information, see the Related Party Transactions Policy.

6.3. Insider Trading

As an associate, you are prohibited from using “inside” or material nonpublic information about LendingClub Corporation (LendingClub’s publicly-traded parent company) when buying, selling or gifting LendingClub Corporation’s securities, including “tipping” others who might make an investment decision on the basis of this information. Further, if in the context of your service to LendingClub, you come into possession of inside information about a LendingClub business partner, then you are prohibited from engaging in transactions in such business partner’s securities or “tipping” another person with respect to such securities.

You must exercise the utmost care when in possession of material nonpublic information. Trading or tipping while in possession of material nonpublic information is illegal and may result in severe civil penalties and/or criminal prosecution; and it is a violation of this policy and other company policies (see Insider Trading Policy).

LendingClub Corporation’s Insider Trading Policy provides additional guidance.

6.4. Competition and Fair Dealing

LendingClub strives to compete vigorously and to gain advantages over its competitors through superior business performance, not through unethical or illegal business practices. Likewise, you must deal fairly and ethically with our borrowers, depositors, customers, investors, partners, service providers, competitors, employees, and anyone else with whom you have contact in the course of performing your job. You cannot take unfair advantage of anyone by manipulating, concealing, or abusing privileged information, misrepresenting information, omitting facts that might be important to the decision at hand, or any other unfair dealing.

6.4.1. Antitrust Laws

Antitrust laws are designed to protect borrowers, depositors, customers, investors, and the competitive process. These laws generally prohibit us from establishing:

- Price-fixing arrangements with competitors
- Arrangements to share pricing information or other competitive marketing information, or to allocate markets, borrowers, depositors, customers, or investors, with competitors
- Agreements with competitors, borrowers, depositors, customers, or investors to boycott particular service providers, borrowers, depositors, customers, investors or competitors
- Monopoly or attempted monopoly through anti-competitive conduct.

Certain kinds of information, such as interest rate pricing, default rates, risk management procedures, and internal processes, should never be exchanged with competitors, regardless of how innocent or

casual the exchange may be (e.g., at a social or industry event), because even where no formal arrangement exists, merely exchanging this information can create the appearance of an improper arrangement.

Noncompliance with antitrust laws can have extremely negative consequences for LendingClub, including long and costly investigations and lawsuits, substantial fines or other damages, and negative publicity. Understanding the requirements of antitrust and unfair competition laws of the jurisdictions where LendingClub does business can be difficult, so you are urged to seek assistance from the Accountable or Responsible Owner of this policy if you have a question relating to these laws.

6.5. Maintaining Corporate Books, Records, and Accounts; Financial Integrity; Public Reporting

LendingClub strives to maintain complete integrity of its records and public disclosure. Our corporate and business records, including all supporting entries to its books of account, must be completed honestly, accurately, and intelligibly. Our records serve as a basis for managing LendingClub's business and are important in meeting our obligations to borrowers, depositors, customers, investors, suppliers, employees, and others with whom we do business.

To help ensure the integrity of our records and public disclosure, LendingClub requires that senior financial employees must:

- Not make or alter an entry in LendingClub's books and records that is intentionally false or misleading
- Support transactions with appropriate documentation
- Reflect the terms of loans and other commercial transactions accurately in the documentation for those transactions and reflect all such documentation accurately in LendingClub's books and records
- Comply with LendingClub's system of internal controls and be held accountable for your entries
- Clearly and appropriately disclose LendingClub's off-balance sheet arrangements, if any, as required under applicable United States Securities and Exchange Commission ("SEC") rules and regulations
- Not maintain any cash or other assets for any purpose in any unrecorded or "off-the books" fund or account
- Manage records according to the Data Handling, Retention, and Disposal Policy (see *also*, section 7.6, below)

LendingClub's disclosure controls and procedures are designed to help ensure that our public disclosures are full, fair, and accurate; that they fairly present our financial condition and results of operations; and that they are timely and understandable. If you collect, provide, or analyze information for these reports, or otherwise contribute to preparing or verifying these reports, you must adhere to all disclosure controls and procedures and generally assist LendingClub in producing financial disclosures that contain all company information that is required by law and that enables investors to understand LendingClub's business and its attendant risks. Per this requirement:

- You may not take or authorize any action that would cause LendingClub's or LendingClub Corporation's financial records or financial disclosures to fail to comply with the rules and regulations of the SEC or other applicable laws, rules and regulations
- You must cooperate fully with LendingClub's and LendingClub Corporation's Finance department, and their respective independent public accountants and counsel, respond to their questions with candor, and provide them with complete and accurate information in a timely manner to help ensure that such books and records, as well as reports filed with the SEC, are accurate and complete
- You must not knowingly make (or cause or encourage any other person to make) any false or misleading statement in any of LendingClub Corporation's reports filed with the SEC or any third party, or knowingly omit (or cause or encourage any other person to omit) any information necessary to make the disclosure in any of such reports accurate in all material respects

If you become aware that LendingClub's public disclosures are not full, fair, and accurate, or if you become aware of a transaction or development that you believe may require disclosure, or may render an existing disclosure misleading, you must report the matter immediately to the Accountable or Responsible Owner of this policy. See Employee and Director Reporting section of this policy for more information.

You may be asked for information about LendingClub by the media, trade groups, consultants and others collecting information for various purposes. You should not make public statements on behalf of LendingClub or provide confidential information in response to external inquiries unless you have been properly authorized to do so.

Some Associates must disclose confidential LendingClub information as a part of their job responsibilities. This policy on confidential information is not intended to prohibit such authorized disclosures.

A few examples of situations in which confidential information might properly be disclosed are:

- Disclosure of operational data to vendors or consultants in connection with providing services to LendingClub;
- Participation in legitimate and authorized industry surveys;
- Providing data to governmental agencies as part of required filings or supervisory activities and correspondence; or
- An authorized employee responding to media or financial analyst inquiries

You should be certain that you understand what you have been authorized to disclose, and to whom, prior to disclosing any confidential information.

6.6. Managing and Preserving Records

The Risk Department is responsible for developing, administering, and coordinating the record management program, and issuing retention guidelines for specific types of documents through the Data Handling, Retention, and Disposal Policy. These records must be maintained to comply with applicable statutory, regulatory, or contractual requirements, as well as those pursuant to prudent

business practices. Employees can refer to the Data Handling, Retention, and Disposal Policy for more information.

Notwithstanding such policy, under no circumstances shall any records that are known to be the subject of or germane to any anticipated, threatened or pending lawsuit, governmental or regulatory investigation, or bankruptcy proceeding be removed, concealed or destroyed.

6.7. Political Activities

LendingClub reserves the right to communicate its position on important issues to elected representatives and other government officials, which may include, but not be limited to, working on its own, with industry associations or through a political action committee. Additionally, individual executives or directors may decide to make personal contributions to political representatives, candidates or groups. Under all circumstances, it is our policy to comply fully with all local, state, federal, foreign and other applicable laws, rules, and regulations regarding political contributions.

LendingClub respects the right of its associates to engage in political activities and social activism in ways that are legal, and that do not involve LendingClub time or resources (including, but not limited to, communication methods including email, client lists, stationery, facilities or supplies). In engaging in such activities on your own time, you must ensure you represent yourself as an individual and not as a representative of LendingClub. It is important that you also comply with any special guidance or laws that may apply to your line of business or your position with LendingClub.

Prior approval by the Responsible Owner of this policy must be obtained before an appointment or nomination to any public office is accepted by an employee, or before an employee becomes a formal candidate for public office. The Responsible Owner will consider a variety of factors, including the level of interference with LendingClub job responsibilities, compliance requirements and potential conflicts of interest (including alienation of customers). The Responsible Owner will not base a decision on the party affiliations of the potential candidate.

6.7.1 Political Contributions and Activities

No LendingClub funds or assets, including the work time of any associate, may be contributed, loaned or made available, directly or indirectly, to any political party or to the campaign of any candidate for a local, state or federal office. You are, of course, free to work or contribute to any campaign on your own time and with your own funds. For additional information, please also consult the FCPA Compliance Policy, see Related Documents, below.

6.8. Confidentiality

Confidential Information includes all non-public information, regardless of its source, that might be of use to competitors or harmful to LendingClub or its borrowers, depositors, customers, and investors, if disclosed. This includes any proprietary information shared with LendingClub by its borrowers, depositors, customers, investors, and business partners or potential business partners, or information that has been acquired by an associate during the course of membership on another board of directors or working for a former employer. As a LendingClub associate, you are obligated to protect

against the unauthorized disclosure or misuse of such third-party confidential information. Anyone who has had access to confidential company information must keep it confidential at all times, both while working for LendingClub and after membership on the board of directors or employment ends.

What is Confidential Information?

What follows is not a complete list of what is considered to be Confidential Information, but it illustrates what is typically confidential unless it has been disclosed by LendingClub in a press release, public SEC disclosure or other authorized formal or official public communication:

- Financial performance, such as quarterly and year-end earnings or losses, and significant changes in financial performance;
- Projections of future financial performance that are believed to be reasonably accurate;
- Significant new product launches or the introduction of significant new business strategies;
- Acquisitions or dispositions of business units or significant assets;
- Public or private securities or debt offerings;
- Implementation of or changes to a dividend or stock repurchase program;
- Significant changes in senior management;
- Significant developments regarding loan performance, technology or business operations;
- Significant cybersecurity risks and incidents, such as vulnerabilities, breaches and data privacy failures; or
- Initiation, progress or settlement of a significant lawsuit or regulatory inquiry.

In general, if information about LendingClub has not been made public by LendingClub, it should be treated as confidential.

6.8.1. Prohibition on Sharing Information with Third Parties

As an associate, you must not share LendingClub's Confidential information, or any Confidential Information of a borrower, depositor, customer, investor, service provider, or business partner or potential business partner, with anyone who has not been authorized to receive it, except when disclosure is authorized or legally mandated. Unauthorized use or distribution of confidential information is serious; it violates the confidentiality agreement you entered into with LendingClub and could be illegal or result in civil liability or criminal penalties.

LendingClub is entrusted with important information about individuals and businesses. It is essential that you respect the confidential nature of this information. LendingClub is legally obliged to protect the privacy of a consumer's personal financial information. LendingClub's privacy practices are set out in a privacy policy that is circulated to our customers and made available to the public. All Associates are expected to adhere to LendingClub's privacy policy.

Your obligations not to disclose LendingClub's confidential information and not to use it for unauthorized purposes continue after your affiliation with LendingClub ends.

6.8.2. Protecting Confidential Information

You must take precautions to prevent unauthorized disclosure of Confidential Information. Accordingly, you must take steps to ensure that, except when required for legitimate business purposes (e.g. personal device use), LendingClub business and business-related communication, paperwork and documents are produced, copied, scanned, faxed, filed, stored, and discarded within LendingClub systems in order to minimize the risk that unauthorized persons may access that information. Additionally, you must not discuss LendingClub's business in any internet chat room, blog, social media site, or other online forum, regardless of whether you use your own name or a pseudonym, or otherwise post LendingClub's information on the internet, without prior approval in accordance with our Corporate Communications Policy. All company emails, voicemails, and other communications are presumed confidential and belong to LendingClub and must not be forwarded or otherwise disseminated outside of LendingClub, except when required for legitimate business purposes.

Many associates have access to LendingClub Confidential Information in the course of their jobs and use it to perform important functions. It is vitally important that you handle Confidential Information properly to prevent the release of unauthorized or inappropriate information that might adversely affect LendingClub or its business. LendingClub will regularly test employees anonymously with various attack, phishing, and other schemes to assess compliance with computer and systems security, authentication, compliance with privacy and identity theft procedures, and security of non-public personal information.

You are required to observe the provisions of any other specific policy regarding privacy and confidential information that LendingClub may adopt from time to time.

6.9. Protecting and Properly Using LendingClub Assets

You are expected to protect LendingClub's assets and to ensure their use for legitimate business purposes. Theft, carelessness, and waste have a direct impact on LendingClub's profitability and reputation. You must use LendingClub's property, such as computer equipment, buildings, furniture and furnishings, office supplies and inventories, only for activities related to employment, although incidental personal use is permitted. You should bear in mind that LendingClub retains the right to access, review, monitor and disclose any information transmitted, received or stored using LendingClub's electronic equipment, with or without an employee's or third party's knowledge, consent, or approval. You must immediately report any misuse or suspected misuse of LendingClub's assets to their supervisor, Information Security, or People Success Business Partner. See the Physical Security Policy for more information.

LendingClub computer networks, e-mail and voice mail systems and Internet access generally must be used only for LendingClub business activities. Incidental personal use is permitted if it doesn't preempt or interfere with any LendingClub business activity or with employee productivity and consumes only a trivial amount of LendingClub resources. Incidental personal use is subject to the same policies as business use – including review by authorized LendingClub personnel.

In addition to any other prohibitions set forth in this policy or Related Documents, under no circumstances should company equipment, computer and telephone networks, e- mail and voice mail systems or Internet access be used:

- For any illegal activity;
- To communicate offensive sexual, racial or other remarks, jokes, slurs and obscenities;
- For private business, commercial or solicitation activities;
- For chain-letter communications of any kind;
- For charitable endeavors that are not LendingClub-sponsored or authorized, including any fundraising;
- For gambling; or
- For pornography.

6.10. Media Contacts and Public Communications

It is LendingClub's policy to disclose material information concerning LendingClub to the public only in accordance with its communications and disclosure guidelines and policies. It is essential for avoiding inappropriate publicity and for ensuring that information is disclosed in a manner that results in simultaneous, widespread dissemination to the public. For more information, please consult the Corporate Communications Policy and the Social Media guidelines, see Related Documents, below.

6.11. Compliance Standards, Procedures and Reporting

6.11.1. Compliance Resources

As an associate or representative of LendingClub, you have an obligation to promote ethical behavior. You are encouraged to talk to the Responsible Owner if you have questions regarding the application or meaning of any provision of this policy, or the concerns about a specific situation.

In addition to fielding questions with respect to interpretation or potential violations of this policy, the Legal Department and the People Success team, in conjunction with other applicable departments, including Audit, is responsible for:

- Investigating possible violations of this policy
- Training new associates in related policies and standards
- Conducting training sessions to refresh associates' familiarity with this policy
- Otherwise promoting an atmosphere of responsible and ethical conduct.

The most immediate resource available to you, as an employee, for matters related to this policy is your supervisor, who may have the information requested or may be able to refer the question to another appropriate source. In instances when you prefer not to go to your supervisor, or are not satisfied that your concerns have been addressed, discuss your concerns with anyone in a leadership position or with your People Success Business Partner.

6.11.2. Employee and Director Reporting

Even the appearance of impropriety could be very damaging to LendingClub. If you are or become aware of a suspected or actual violation of business conduct and ethics standards by others, you have a responsibility to report it. Reports can be made using any of the following channels:

- Directly reported to: any attorney in the Legal Department, any People Success Business Partner, any member of the Audit Department, the Chair of the Operational Risk Committee of the Board, and/or the full board of directors, if necessary.
- Confidentially or anonymously reported via the following ways:
 - By submitting a confidential and/or anonymous report electronically through the LendingClub Whistleblower Hotline. Your report will automatically be directed to the reviewing designee as described in the Whistleblower Policy.
 - By calling the Whistleblower hotline at 1-855-409-0188.
 - By sending a letter addressed to LendingClub's corporate headquarters marked "Attention: Chief Audit Executive."
 - Contacting the Chief Audit Executive via email (jschipper@lendingclub.com)

See the Whistleblower Policy for more information.

6.11.3. Investigation of Complaints, Responses to Violations

All information regarding suspected ethical violations or unlawful activity, as well as any resulting investigation or discipline, if necessary, will be received and kept as confidentially as possible. Reports are investigated promptly and with the highest degree of confidentiality that is possible under the specific circumstances and may include input from additional departments, the Board and Board committees, and outside legal counsel, as needed and necessary.

LendingClub will not tolerate adverse actions, or any retaliation taken against you for reporting violations of the law or of LendingClub's policies, or for participating in internal investigations. LendingClub prohibits any form of discipline, reprisal, intimidation or retaliation for reporting a potential conflict of interest or violation of this policy, or for cooperating in related investigations. Associate cooperation is expected in an investigation, and those whose cooperation is being requested shall provide complete and accurate information in response to any such inquiries.

If an investigation indicates that a violation of this policy occurred, LendingClub will take any actions it deems appropriate under the circumstances, including disciplinary action up to and including termination for cause and, in appropriate cases, civil action or referral for criminal prosecution. You may also be subject to "clawback" of certain compensation paid to you that is eligible for LendingClub to recover in response to certain situations. Appropriate action may also be taken to deter any future policy violations.

6.12. Exceptions

Each member of the Board or a committee thereof (in the case of a violation by a director or an executive officer) and the Legal Department, working with the Chief People Officer (in the case of a violation by any other person) may, in its discretion, waive or grant a reasonable exception to any violation of this policy. In any instance involving a director or an executive officer, any waiver or grant of a reasonable exception will be reported to the Board or applicable committee thereof, as appropriate. Further, any waiver or exception for a director or an executive officer may be disclosed if required by applicable laws, rules, and regulations.

6.13. No Rights Created

This policy is a statement of fundamental principles, policies, and procedures that govern LendingClub's employees, officers, and directors in the conduct of LendingClub's business. It is not intended to and does not create any legal rights for any borrower, depositor, customer, investor, partner, service provider, competitor, stockholder, or any other person or entity.

7. Communication

The most current version of this policy is accessible to LendingClub employees and officers on the Confluence intranet site, provided to directors periodically, and published publicly on the LendingClub website.

8. Enforcement and Exceptions

This policy will be strictly enforced, and exceptions will be made on a case-by-case basis as provided for in this policy. Violations of this policy could result in disciplinary action up to and including termination.

9. Related Documents

- Employee Handbook
- [FCPA Compliance Policy](#)
- [BSA/AML/OFAC Policy and Program](#)
- Insider Trading Policy
- Data Handling, Retention, and Disposal Policy
- Physical Security Policy
- Whistleblower and Complaint Policy
- Corporate Communications Policy
- Bank Bribery Act Policy
- Related Party Transactions Policy
- Incentive Compensation Policy