UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2026

Commission File Number: 001-36771

Happen, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**51-0605731**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

88 Kearny Street, Suite 600,
San Francisco, CA 94108
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (415) 930-7440

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common stock, par value $0.01 per share	HAPN	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of July 17, 2026, there were 115,407,464 shares of the registrant's common stock outstanding.

HAPPEN, INC.

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Glossary

The following is a list of common acronyms and terms Happen, Inc. regularly uses in its financial reporting:

ACL	Allowance for Credit Losses (includes the allowance for loan and lease losses, allowance for securities available for sale and the reserve for unfunded lending commitments)
AFS	Available for Sale
ALLL	Allowance for Loan and Lease Losses
Annual Report	Annual Report on Form 10-K for the year ended December 31, 2025
ASU	Accounting Standards Update
AUM	Assets Under Management (outstanding balances of Loan Originations serviced on the Company's platform including loans sold to investors as well as loans retained by the Company)
Balance Sheet	Condensed Consolidated Balance Sheets
CECL	Current Expected Credit Losses (Accounting Standards Update 2016-13, Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments)
CET1	Common Equity Tier 1
CET1 Capital Ratio	Common Equity Tier 1 capital divided by total risk-weighted assets as defined under the Basel III capital framework
DCF	Discounted Cash Flow
EPS	Earnings Per Share
Exchange Act	Securities Exchange Act of 1934, as amended
FRB or Federal Reserve	Board of Governors of the Federal Reserve System and, as applicable, Federal Reserve Bank(s)
GAAP	Accounting Principles Generally Accepted in the United States of America
Happen Bank	Happen Bank, National Association
Happen, Inc., the Company, we, us, or our	Happen, Inc. and its subsidiaries
HFI	Loans which are retained by the Company and held for investment
HFS	Held for sale loans expected to be sold to investors
Income Statement	Condensed Consolidated Statements of Income
Loan Originations	Unsecured consumer loans, secured consumer auto loans and small business loans originated by the Company or facilitated by third-party issuing banks
N/M	Not meaningful
Parent	Happen, Inc. (the Parent Company of Happen Bank, National Association and other subsidiaries)
SEC	United States Securities and Exchange Commission
Securities Act	Securities Act of 1933, as amended
Statement of Cash Flow	Condensed Consolidated Statements of Cash Flows
Structured Program transactions	Asset-backed securitization transactions where certain accredited investors and qualified institutional buyers have the opportunity to invest in securities backed by a pool of unsecured consumer loans
Tier 1 Capital Ratio	Tier 1 capital, which includes Common Equity Tier 1 capital plus non-cumulative perpetual preferred equity that qualifies as additional tier 1 capital, divided by total risk-weighted assets as defined under the Basel III capital framework
Tier 1 Leverage Ratio	Tier 1 capital, which includes Common Equity Tier 1 capital plus non-cumulative perpetual preferred equity that qualifies as additional tier 1 capital, divided by quarterly adjusted average assets as defined under the Basel III capital framework

Total Capital Ratio	Total capital, which includes Common Equity Tier 1 capital, Tier 1 capital and allowance for credit losses and qualifying subordinated debt that qualifies as Tier 2 capital, divided by total risk-weighted assets as defined under the Basel III capital framework
Unsecured consumer loans	Unsecured consumer loans originated on the Company’s platforms, including an online direct to consumer platform (unsecured personal loans) and platforms connected with networks of education and patient finance providers and home improvement merchants and contractors (purchase finance loans)
VIE	Variable Interest Entity

On June 22, 2026, we changed our corporate name from LendingClub Corporation to Happen, Inc. In connection with the corporate name change, we also changed the name of our wholly-owned banking subsidiary from LendingClub Bank, National Association to Happen Bank, National Association (Happen Bank). We do not distinguish between our prior and current names and refer to our current names throughout this Quarterly Report on Form 10-Q. As such, unless expressly indicated or as the context requires otherwise, as used herein, “Happen, Inc.,” “Company,” “we,” “us,” and “our,” refer to Happen, Inc., a Delaware corporation, and, where appropriate, its consolidated subsidiaries, including Happen Bank, and various entities established to facilitate loan sale transactions under Happen, Inc.’s Structured Program.

Forward-looking Statements

This Quarterly Report on Form 10-Q (Report) contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (Securities Act), and Section 21E of the Securities Exchange Act of 1934, as amended (Exchange Act). Forward-looking statements in this Report include, without limitation, statements regarding borrowers, credit scoring, our strategy, future operations, expected losses, future financial position, future revenue, projected costs, prospects, plans, objectives of management, expected market growth and the impact on our business. You can identify these forward-looking statements by words such as “anticipate,” “appear,” “believe,” “continue,” “could,” “estimate,” “expect,” “forecast,” “future,” “intend,” “may,” “opportunity,” “outlook,” “plan,” “predict,” “project,” “should,” “strategy,” “target,” “will,” “would,” or similar expressions.

These forward-looking statements include, among other things, statements about:

- our compliance, and that of third-party partners or providers, with applicable local, state and federal laws, regulations and regulatory developments or court decisions affecting our business;
- the impact of accounting standards, policies, elections or methodologies;
- the results of examinations of us by regulatory authorities and the possibility that any such regulatory authority may, among other things, require us to limit our business activities, increase our allowance for loan losses, increase our capital levels, or affect our ability to borrow funds or maintain or increase deposits;
- our ability to effectively manage capital or liquidity to support our evolving business or operational needs, while remaining compliant with regulatory or supervisory requirements and appropriate risk-management standards;
- the impact of changes to our deposit base;
- the impact of the continuation of, or changes in, the interest rate environment and economic climate;
- the ability and willingness of borrowers to repay loans;
- our belief that certain loans and leases in our commercial loan portfolio will be fully repaid in accordance with the contractual loan terms;
- our ability to maintain investor confidence in the operation of our platform;
- the performance of our loan products and expected rates of return for investors;
- the impact of, and our ability to resolve, pending litigation and governmental inquiries and investigations;
- our intention not to sell our available for sale (AFS) investment portfolio securities in loss positions;
- our financial condition and performance, including the impact that management’s estimates have on our financial performance and the relationship between interim period and full year results;
- the inputs used in the fair value measurement of our financial instruments;
- our estimate of our interest rate sensitivity;
- our calculation of expected credit losses for our collateral-dependent loans;
- our estimated maximum exposure to losses;
- our expectation of loan servicing fee revenue based on forecasted prepayments and estimated market rate of servicing at the time of loan sale;
- capital expenditures;
- our compliance with contractual obligations or restrictions;
- our ability to develop and maintain effective internal controls;
- our ability to continue to realize the financial and strategic benefits of our digital marketplace bank business model;

- our tax profile;
- the effects of natural disasters, public health issues, acts of war or terrorism, geopolitical uncertainty and other external events on our customers and business;
- shares acquired under, and the impact of, our share repurchase and acquisition program; and
- other risk factors listed from time to time in reports we file with the SEC.

We caution you that the foregoing list may not contain all of the forward-looking statements in this Report. We may not actually achieve the plans, intentions or expectations disclosed in forward-looking statements, and you should not place undue reliance on forward-looking statements. We have included important factors in the "Risk Factors" section of this Report and our Annual Report on Form 10-K for the year ended December 31, 2025, as well as in our condensed consolidated financial statements, related notes, and other information appearing elsewhere in this Report and our other filings with the SEC that could, among other things, cause actual results or events to differ materially from forward-looking statements contained in this Report. Forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments we may make.

You should read this Report carefully and completely and with the understanding that actual future results may be materially different from what we expect. We do not assume any obligation to update or revise any forward-looking statements, whether as a result of new information, actual results, future events or otherwise, other than as required by law.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

HAPPEN, INC.
Condensed Consolidated Balance Sheets
(In Thousands, Except Share and Per Share Amounts)
(Unaudited)

	June 30, 2026	December 31, 2025
Assets		
Cash and due from banks	$ 11,957	$ 11,749
Interest-bearing deposits in banks	900,810	905,905
Total cash and cash equivalents	912,767	917,654
Restricted cash	15,455	12,783
Securities available for sale at fair value ($4,103,026 and $3,733,780 at amortized cost, respectively)	4,046,761	3,706,709
Loans held for sale at fair value	1,773,052	1,762,396
Loans held for investment at fair value	2,085,066	473,314
Loans and leases held for investment at amortized cost	3,186,145	4,272,812
Allowance for loan and lease losses	(192,893)	(275,743)
Loans and leases held for investment at amortized cost, net	2,993,252	3,997,069
Property, equipment and software, net	276,454	254,088
Goodwill	75,717	75,717
Other assets	370,516	368,086
Total assets	$ 12,549,040	$ 11,567,816
Liabilities and Equity		
Deposits:		
Interest-bearing	$ 10,336,236	$ 9,459,483
Noninterest-bearing	429,031	374,387
Total deposits	10,765,267	9,833,870
Other liabilities	216,308	233,518
Total liabilities	10,981,575	10,067,388
Equity		
Common stock, $0.01 par value; 180,000,000 shares authorized; 115,407,464 and 115,368,987 shares issued and outstanding, respectively	1,154	1,154
Additional paid-in capital	1,697,357	1,719,233
Accumulated deficit	(92,048)	(201,799)
Accumulated other comprehensive loss	(38,998)	(18,160)
Total equity	1,567,465	1,500,428
Total liabilities and equity	$ 12,549,040	$ 11,567,816

See Notes to Condensed Consolidated Financial Statements.

HAPPEN, INC.
Condensed Consolidated Statements of Income
(In Thousands, Except Share and Per Share Amounts)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	**2025**	**2026**	**2025**
Interest income:				
Interest on loans[1]	$ 206,397	$ 174,645	$ 406,294	$ 340,818
Interest on securities available for sale	55,114	55,339	109,525	111,619
Other interest income	7,424	7,113	14,323	16,719
Total interest income	268,935	237,097	530,142	469,156
Interest expense:				
Interest on deposits	89,916	82,845	174,887	164,945
Other interest expense	2	3	4	5
Total interest expense	89,918	82,848	174,891	164,950
Net interest income	179,017	154,249	355,251	304,206
Non-interest income:				
Origination fees[1]	164,006	87,578	294,094	157,522
Servicing fees[1]	12,890	16,395	26,003	29,143
Gain on sales of loans[1]	21,461	13,540	37,730	25,742
Net fair value adjustments[1]	(121,145)	(27,869)	(210,070)	(57,120)
Other non-interest income	6,626	4,542	12,098	6,653
Total non-interest income	83,838	94,186	159,855	161,940
Total net revenue	262,855	248,435	515,106	466,146
Provision for credit losses	(10,917)	39,733	(10,527)	97,882
Non-interest expense:				
Compensation and benefits	68,221	61,989	133,735	120,378
Marketing	62,580	33,580	117,995	62,819
Equipment and software	15,846	14,495	31,139	29,139
Depreciation and amortization	18,152	15,460	33,971	29,369
Professional services	11,989	10,300	23,756	20,064
Occupancy	4,982	4,787	11,373	9,132
Other non-interest expense	16,345	14,107	30,679	27,684
Total non-interest expense	198,115	154,718	382,648	298,585
Income before income tax expense	75,657	53,984	142,985	69,679
Income tax expense	(17,509)	(15,806)	(33,234)	(19,830)
Net income	$ 58,148	$ 38,178	$ 109,751	$ 49,849
Earnings per share:				
Basic EPS	$ 0.50	$ 0.33	$ 0.95	$ 0.44
Diluted EPS	$ 0.50	$ 0.33	$ 0.94	$ 0.43
Weighted-average common shares – Basic	115,376,906	114,409,231	115,388,669	114,053,292
Weighted-average common shares – Diluted	117,274,710	115,692,969	117,304,006	115,936,910

[1] Prior period amounts have been reclassified to conform to the current period presentation. See "*Note 1. Summary of Significant Accounting Policies*" for additional information.

See Notes to Condensed Consolidated Financial Statements.

HAPPEN, INC.
Condensed Consolidated Statements of Comprehensive Income
(In Thousands)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	**2025**	**2026**	**2025**
Net income	$ 58,148	$ 38,178	$ 109,751	$ 49,849
Other comprehensive loss:				
Net unrealized loss on securities available for sale	(13,662)	(4,294)	(27,672)	(811)
Income tax effect	3,375	538	6,834	(951)
Other comprehensive loss, net of tax	(10,287)	(3,756)	(20,838)	(1,762)
Total comprehensive income	$ 47,861	$ 34,422	$ 88,913	$ 48,087

See Notes to Condensed Consolidated Financial Statements.

HAPPEN, INC.
Condensed Consolidated Statements of Changes in Equity
(In Thousands, Except Share Data)
(Unaudited)

	Common Stock										
	Shares		Amount		Additional Paid-in Capital		Accumulated Other Comprehensive Loss		Accumulated Deficit		Total Equity
Balance at March 31, 2026	**115,497,890**	**$**	**1,155**	**$**	**1,701,280**	**$**	**(28,711)**	**$**	**(150,196)**	**$**	**1,523,528**
Stock-based compensation	—		—		7,966		—		—		7,966
Net issuances under equity incentive plans	384,705		4		(4,090)		—		—		(4,086)
Share repurchases	(475,131)		(5)		(7,799)		—		—		(7,804)
Net unrealized loss on securities available for sale, net of tax	—		—		—		(10,287)		—		(10,287)
Net income	—		—		—		—		58,148		58,148
Balance at June 30, 2026	**115,407,464**	**$**	**1,154**	**$**	**1,697,357**	**$**	**(38,998)**	**$**	**(92,048)**	**$**	**1,567,465**

	Common Stock										
	Shares		Amount		Additional Paid-in Capital		Accumulated Other Comprehensive Loss		Accumulated Deficit		Total Equity
Balance at December 31, 2025	**115,368,987**	**$**	**1,154**	**$**	**1,719,233**	**$**	**(18,160)**	**$**	**(201,799)**	**$**	**1,500,428**
Stock-based compensation	—		—		16,500		—		—		16,500
Net issuances under equity incentive plans	1,260,415		13		(17,968)		—		—		(17,955)
Share repurchases	(1,221,938)		(13)		(20,408)		—		—		(20,421)
Net unrealized loss on securities available for sale, net of tax	—		—		—		(20,838)		—		(20,838)
Net income	—		—		—		—		109,751		109,751
Balance at June 30, 2026	**115,407,464**	**$**	**1,154**	**$**	**1,697,357**	**$**	**(38,998)**	**$**	**(92,048)**	**$**	**1,567,465**

	Common Stock										
	Shares		Amount		Additional Paid-in Capital		Accumulated Other Comprehensive Loss		Accumulated Deficit		Total Equity
Balance at March 31, 2025	**114,199,832**	**$**	**1,142**	**$**	**1,711,429**	**$**	**(22,249)**	**$**	**(325,805)**	**$**	**1,364,517**
Stock-based compensation	—		—		10,506		—		—		10,506
Net issuances under equity incentive plans	540,315		5		(3,415)		—		—		(3,410)
Net unrealized loss on securities available for sale, net of tax	—		—		—		(3,756)		—		(3,756)
Net income	—		—		—		—		38,178		38,178
Balance at June 30, 2025	**114,740,147**	**$**	**1,147**	**$**	**1,718,520**	**$**	**(26,005)**	**$**	**(287,627)**	**$**	**1,406,035**

	Common Stock										
	Shares		Amount		Additional Paid-in Capital		Accumulated Other Comprehensive Loss		Accumulated Deficit		Total Equity
Balance at December 31, 2024	**113,383,917**	**$**	**1,134**	**$**	**1,702,316**	**$**	**(24,243)**	**$**	**(337,476)**	**$**	**1,341,731**
Stock-based compensation	—		—		20,427		—		—		20,427
Net issuances under equity incentive plans	1,356,230		13		(4,223)		—		—		(4,210)
Net unrealized loss on securities available for sale, net of tax	—		—		—		(1,762)		—		(1,762)
Net income	—		—		—		—		49,849		49,849
Balance at June 30, 2025	**114,740,147**	**$**	**1,147**	**$**	**1,718,520**	**$**	**(26,005)**	**$**	**(287,627)**	**$**	**1,406,035**

See Notes to Condensed Consolidated Financial Statements.

HAPPEN, INC.
Condensed Consolidated Statements of Cash Flows
(In Thousands)
(Unaudited)

	Six Months Ended June 30,	
	2026	**2025**
Cash Flows from Operating Activities:		
Net income	$ 109,751	$ 49,849
Adjustments to reconcile net income to net cash used for operating activities:		
Net fair value adjustments	210,070	57,120
Change in fair value of loan servicing assets	32,411	30,723
Gain on sales of loans	(37,730)	(25,742)
Provision for credit losses	(10,527)	97,882
Accretion of deferred origination fees and marketing costs	(26,343)	(31,547)
Stock-based compensation, net	14,528	17,584
Depreciation and amortization	33,971	29,369
Other, net	120	5,893
Net change to loans held for sale	(1,518,806)	(1,317,153)
Net change in operating assets and liabilities:		
Other assets	14,874	24,077
Other liabilities	(14,199)	9,595
Net cash used for operating activities	(1,191,880)	(1,052,350)
Cash Flows from Investing Activities:		
Net change in loans and leases held for investment	(663,906)	85,143
Purchases of securities available for sale	(67,196)	(6,202)
Proceeds from maturities and paydowns of securities available for sale	1,081,630	815,390
Purchases of property, equipment and software, net	(53,751)	(103,760)
Other investing activities	(691)	(3,088)
Net cash provided by investing activities	296,086	787,483
Cash Flows from Financing Activities:		
Net change in deposits	931,955	65,953
Net issuances under equity incentive plans	(17,955)	(4,161)
Share repurchases	(20,421)	—
Net cash provided by financing activities	893,579	61,792
Net decrease in cash, cash equivalents and restricted cash	$ (2,215)	$ (203,075)
Cash, cash equivalents and restricted cash, beginning of period	$ 930,437	$ 977,396
Cash, cash equivalents and restricted cash, end of period	$ 928,222	$ 774,321
Supplemental cash flow information:		
Cash paid for interest	$ 172,131	$ 165,439
Cash paid for income taxes	$ 3,497	$ 2,459
Cash paid for operating leases included in the measurement of lease liabilities	$ 4,602	$ 6,693
Supplemental non-cash investing activity:		
Net securities retained from Structured Program transactions	$ 1,381,832	$ 880,511

HAPPEN, INC.
Condensed Consolidated Statements of Cash Flows (Continued)
(In Thousands)
(Unaudited)

The following presents cash, cash equivalents and restricted cash by category within the Condensed Consolidated Balance Sheets (Balance Sheet):

	June 30, 2026	June 30, 2025
Cash and cash equivalents	$ 912,767	$ 752,562
Restricted cash	15,455	21,759
Total cash, cash equivalents and restricted cash	$ 928,222	$ 774,321

See Notes to Condensed Consolidated Financial Statements.

1. Summary of Significant Accounting Policies

Basis of Presentation

On June 22, 2026, LendingClub Corporation changed its corporate name to Happen, Inc., and changed the name of its wholly-owned banking subsidiary from LendingClub Bank, National Association to Happen Bank, National Association (Happen Bank). The Company was founded in 2006 and operates a leading, nationally chartered, digital marketplace bank that leverages data and technology to increase access to credit, reduce borrowing costs, and improve returns on savings for its members. Happen, Inc. is registered as a bank holding company and operates the vast majority of its business through its wholly-owned subsidiary, Happen Bank.

All intercompany balances and transactions have been eliminated in consolidation. These condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) for interim financial information and, in the opinion of management, contain all adjustments, including normal recurring adjustments, necessary for the fair statement of the results and financial position for the periods presented. These accounting principles require management to make certain estimates and assumptions that affect the amounts in the accompanying financial statements. These estimates and assumptions are inherently subjective in nature and actual results may differ from these estimates and assumptions, and the differences could be material. Results reported in interim periods are not necessarily indicative of results for the full year or any other interim period.

The Company made the following presentation changes in the condensed consolidated financial statements and accompanying notes in the first quarter of 2026:

- The components previously aggregated under “Marketplace revenue” on the Condensed Consolidated Statements of Income (Income Statement), namely “Origination fees,” “Servicing fees,” “Gain on sales of loans,” and “Net fair value adjustments,” are now presented as separate line items on the Income Statement.

- “Interest on loans held for sale,” “Interest and fees on loans and leases held for investment,” and “Interest on loans held for investment at fair value,” which previously appeared as separate line items on the Income Statement, have been combined into a single line item titled “Interest on loans.”

In all instances, the respective prior period amounts have been reclassified to conform to the current period presentation.

The accompanying interim condensed consolidated financial statements and these related notes should be read in conjunction with the consolidated financial statements and related notes included in the Company’s Annual Report on Form 10-K for the year ended December 31, 2025 (Annual Report) filed on February 12, 2026.

Election of Fair Value Option

Effective January 1, 2026, the Company elected the fair value option to account for held for investment (HFI) loans that were originated on or after that date. Prior to this election, loans that were originated as HFI were, and will continue to be, accounted for at amortized cost, which required the initial recognition of a CECL allowance for lifetime expected credit losses, recognized within "Provision for credit losses" on the Income Statement. The Company believes that applying the fair value option, rather than amortized cost accounting with the CECL methodology, to HFI loans more accurately reflects the in-period economic performance of the loans by better aligning the value of the loan to its then fair value. Under the fair value option, origination fee revenue and marketing costs are recognized at the time of loan origination within "Origination fees" and "Marketing expense," respectively, on the Income Statement, rather than being deferred. Fair value adjustments on loans are also recognized in current period earnings within "Net fair value adjustments" and include the impact of credit losses that previously would have been recognized within "Provision for credit losses" under CECL. Further, by applying the fair value option to HFI loans, the Company is applying the same accounting methodology to all loans it originates on or after January 1, 2026, as both HFI and held for sale (HFS) loans will be measured at fair value.

Significant Accounting Policies

The Company's significant accounting policies are discussed in "*Part II – Item 8. Financial Statements and Supplementary Data – Note 1. Summary of Significant Accounting Policies*" in the Annual Report. There have been no changes to these significant accounting policies for the six months ended June 30, 2026.

Adoption of New Accounting Standards

The Company did not adopt new accounting standards during the six months ended June 30, 2026.

New Accounting Standards Not Yet Adopted

In December 2025, the FASB issued ASU 2025-12, *Codification Improvements,* which makes incremental improvements to GAAP. The updates cover a broad range of topics arising from technical corrections, unintended applications of the codification, and other minor improvements. The new standard is effective for annual reporting periods beginning after December 15, 2026 and interim reporting periods within those annual reporting periods. The standard can be applied prospectively or retrospectively on a topic by topic basis. Early adoption is also permitted on a topic by topic basis. The Company is evaluating the impact of this ASU but does not expect it to be material.

In December 2025, the FASB issued ASU 2025-11, *Interim Reporting (Topic 270) – Narrow-Scope Improvements,* which improves the navigability of the required interim disclosures and clarifies when the guidance is applicable. The amendments also provide guidance on what disclosures are required during the interim reporting periods. Additionally, the amendments also include a disclosure principle that requires entities to disclose events since the end of the last reporting period that have a material impact. The amendments of this standard are effective for interim reporting periods beginning after December 15, 2027. The amendments can be applied either prospectively or retrospectively. Early adoption is also permitted. The Company is evaluating the impact of this ASU but does not expect it to be material.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

In September 2025, the FASB issued ASU 2025-06, *Intangibles – Goodwill and Other – Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software,* which modernizes the guidance to reflect the software development approaches currently used. Specifically, the ASU eliminates accounting consideration of software project development stages and enhances the guidance around the "probable-to-complete" threshold. The new standard is effective for annual reporting periods beginning after December 15, 2027, and interim reporting periods within those annual reporting periods. The amendments of this standard can be applied retrospectively, prospectively or on a modified prospective basis. Early adoption is also permitted. The Company is evaluating the impact of this ASU but does not expect it to be material.

In November 2024, the FASB issued ASU 2024-03, *Income Statement (Topic 220) – Reporting Comprehensive Income – Expense Disaggregation Disclosures*, which improves income statement expense disclosure requirements, primarily through disaggregated disclosures of certain expense captions into specified categories within the footnotes to the financial statements. The new standard is effective for annual reporting periods beginning after December 15, 2026 and interim reporting periods within annual reporting periods beginning after December 15, 2027. The amendments of this standard should be applied prospectively, with retrospective application permitted. Early adoption is also permitted. The Company is evaluating the impact of this ASU but does not expect it to be material.

2. Earnings Per Share

The following table details the computation of the Company's basic and diluted earnings per share (EPS):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	**2025**	**2026**	**2025**
Basic EPS:				
Net income	$ 58,148	$ 38,178	$ 109,751	$ 49,849
Weighted-average common shares – Basic	115,376,906	114,409,231	115,388,669	114,053,292
Basic EPS	$ 0.50	$ 0.33	$ 0.95	$ 0.44
Diluted EPS:				
Net income	$ 58,148	$ 38,178	$ 109,751	$ 49,849
Weighted-average common shares – Diluted	117,274,710	115,692,969	117,304,006	115,936,910
Diluted EPS	$ 0.50	$ 0.33	$ 0.94	$ 0.43

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

3. Securities Available for Sale

The amortized cost, gross unrealized gains and losses, and fair value of available for sale (AFS) securities were as follows:

June 30, 2026	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Allowance for Credit Losses	Fair Value
Senior asset-backed securities related to Structured Program transactions[1]	$ 3,390,657	$ 8,791	$ (5,394)	$ —	$ 3,394,054
Other asset-backed securities related to Structured Program transactions[2]	266,096	186	(4,481)	(3,981)	257,820
U.S. agency residential mortgage-backed securities	277,218	235	(34,078)	—	243,375
U.S. agency securities	81,467	—	(11,185)	—	70,282
Mortgage-backed securities	59,188	16	(5,398)	—	53,806
Municipal securities	3,205	—	(527)	—	2,678
Other securities	25,195	—	(449)	—	24,746
Total securities available for sale	$ 4,103,026	$ 9,228	$ (61,512)	$ (3,981)	$ 4,046,761

December 31, 2025	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Allowance for Credit Losses	Fair Value
Senior asset-backed securities related to Structured Program transactions[1]	$ 3,065,885	$ 26,525	$ —	$ —	$ 3,092,410
Other asset-backed securities related to Structured Program transactions[2]	224,802	28	(1,367)	(4,093)	219,370
U.S. agency residential mortgage-backed securities	267,853	504	(32,296)	—	236,061
U.S. agency securities	84,464	—	(10,602)	—	73,862
Mortgage-backed securities	60,423	135	(4,961)	—	55,597
Municipal securities	3,215	—	(609)	—	2,606
Other securities	27,138	45	(380)	—	26,803
Total securities available for sale	$ 3,733,780	$ 27,237	$ (50,215)	$ (4,093)	$ 3,706,709

(1) Excludes the basis adjustment for securities previously designated in fair value hedges under the portfolio layer method. See "*Note 7. Derivative Instruments and Hedging Activities*" for additional information.

(2) As of June 30, 2026 and December 31, 2025, $226.7 million and $200.0 million, respectively, of the other asset-backed securities related to Structured Program transactions at fair value are subject to restrictions on transfer pursuant to the Company's obligations as a "sponsor" under the U.S. Risk Retention Rules.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

A summary of AFS securities with unrealized losses, aggregated by period of continuous unrealized loss, is as follows:

	Less than 12 months		12 months or longer		Total	
June 30, 2026	**Fair Value**	**Unrealized Losses**	**Fair Value**	**Unrealized Losses**	**Fair Value**	**Unrealized Losses**
Senior asset-backed securities related to Structured Program transactions	$ 1,662,202	$ (5,394)	$ —	$ —	$ 1,662,202	$ (5,394)
U.S. agency residential mortgage-backed securities	57,131	(1,041)	172,276	(33,037)	229,407	(34,078)
Other asset-backed securities related to Structured Program transactions	158,040	(2,926)	44,543	(1,555)	202,583	(4,481)
U.S. agency securities	—	—	70,282	(11,185)	70,282	(11,185)
Mortgage-backed securities	21,519	(260)	30,184	(5,138)	51,703	(5,398)
Municipal securities	—	—	2,678	(527)	2,678	(527)
Other securities	5,928	(64)	8,338	(385)	14,266	(449)
Total securities with unrealized losses	$ 1,904,820	$ (9,685)	$ 328,301	$ (51,827)	$ 2,233,121	$ (61,512)

	Less than 12 months		12 months or longer		Total	
December 31, 2025	**Fair Value**	**Unrealized Losses**	**Fair Value**	**Unrealized Losses**	**Fair Value**	**Unrealized Losses**
U.S. agency residential mortgage-backed securities	$ 20,017	$ (266)	$ 181,150	$ (32,030)	$ 201,167	$ (32,296)
Other asset-backed securities related to Structured Program transactions	95,494	(1,034)	23,719	(333)	119,213	(1,367)
U.S. agency securities	—	—	73,862	(10,602)	73,862	(10,602)
Mortgage-backed securities	1,874	(5)	36,167	(4,956)	38,041	(4,961)
Municipal securities	—	—	2,606	(609)	2,606	(609)
Other securities	1,610	(10)	9,544	(370)	11,154	(380)
Total securities with unrealized losses	$ 118,995	$ (1,315)	$ 327,048	$ (48,900)	$ 446,043	$ (50,215)

The majority of unrealized losses as of both June 30, 2026 and December 31, 2025 were related to U.S. agency-backed securities and mortgage-backed securities. Management considers these securities to be of the highest credit quality and rating given the guarantee of principal and interest by certain U.S. government agencies or government-sponsored agencies. Most of the remaining securities in an unrealized loss position in the Company's AFS investment portfolio at June 30, 2026 were rated investment grade. Substantially all of these unrealized losses were caused by prior increases in interest rates. Additionally, the Company does not intend to sell the securities in loss positions, nor is it more likely than not that it will be required to sell the securities prior to recovery of the amortized cost basis. For a description of management's quarterly evaluation of AFS securities in an unrealized loss position, see "*Part II – Item 8. Financial Statements and Supplementary Data – Note 1. Summary of Significant Accounting Policies*" in our Annual Report.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

The following table presents the activity in the allowance for credit losses (ACL) for AFS securities, by security type:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	**2025**	**2026**	**2025**
Other asset-backed securities related to Structured Program transactions:				
Allowance for credit losses, beginning of period	$ 3,816	$ 4,848	$ 4,093	$ 3,527
Credit loss expense (benefit) for securities available for sale	165	(819)	(112)	502
Allowance for credit losses, end of period	$ 3,981	$ 4,029	$ 3,981	$ 4,029

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

The contractual maturities of AFS securities were as follows:

June 30, 2026	Amortized Cost	Fair Value	Weighted-average Yield[1]
Due within 1 year:			
U.S. agency securities	$ 3,000	$ 2,978	
Total due within 1 year	3,000	2,978	3.00 %
Due after 1 year through 5 years:			
Senior asset-backed securities related to Structured Program transactions	3,390,657	3,394,054	
Other asset-backed securities related to Structured Program transactions	266,096	257,820	
Mortgage-backed securities	2,517	2,370	
U.S. agency securities	1,850	1,790	
Municipal securities	457	431	
U.S. agency residential mortgage-backed securities	101	97	
Other securities	10,430	10,430	
Total due after 1 year through 5 years	3,672,108	3,666,992	5.98 %
Due after 5 years through 10 years:			
U.S. agency securities	39,464	34,844	
U.S. agency residential mortgage-backed securities	2,355	2,265	
Mortgage-backed securities	863	760	
Municipal securities	153	141	
Other securities	8,148	8,061	
Total due after 5 years through 10 years	50,983	46,071	3.44 %
Due after 10 years:			
U.S. agency residential mortgage-backed securities	274,762	241,013	
Mortgage-backed securities	55,808	50,676	
U.S. agency securities	37,153	30,670	
Municipal securities	2,595	2,106	
Other securities	6,617	6,255	
Total due after 10 years	376,935	330,720	3.15 %
Total securities available for sale	$ 4,103,026	$ 4,046,761	5.67 %

(1) The weighted-average yield is computed using the average month-end amortized cost during the six months ended June 30, 2026.

There were no sales of AFS securities during the second quarters and first halves of 2026 and 2025.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

4. Loans

The Company's loan portfolios consist of the following:

	June 30, 2026	December 31, 2025
Loans held for sale at fair value	$ 1,773,052	$ 1,762,396
Loans held for investment at fair value	2,085,066	473,314
Total loans at fair value	3,858,118	2,235,710
Loans and leases held for investment at amortized cost, net	2,993,252	3,997,069
Total loans and leases	$ 6,851,370	$ 6,232,779

For loans held at fair value, see "*Note 5. Fair Value Measurements*" for the assumptions used in the Company's fair value model.

Loans and Leases Held for Investment at Amortized Cost, Net

The Company defines its loans and leases HFI portfolio segments as (i) consumer and (ii) commercial. The following table presents the components of each portfolio segment by class of financing receivable:

	June 30, 2026	December 31, 2025
Unsecured consumer	$ 2,207,014	$ 3,191,430
Residential mortgages	147,460	151,073
Secured consumer	190,778	261,045
Total consumer loans held for investment at amortized cost	2,545,252	3,603,548
Equipment finance[1]	33,249	39,757
Commercial real estate[2][3]	460,203	472,489
Commercial and industrial	147,441	157,018
Total commercial loans and leases held for investment at amortized cost	640,893	669,264
Total loans and leases held for investment at amortized cost[4]	3,186,145	4,272,812
Allowance for loan and lease losses	(192,893)	(275,743)
Loans and leases held for investment at amortized cost, net	$ 2,993,252	$ 3,997,069

(1) Comprised of sales-type leases for equipment. See "*Note 16. Leases*" for additional information.

(2) Includes $279.6 million and $286.8 million in loans originated through the Small Business Administration (SBA) as of June 30, 2026 and December 31, 2025, respectively.

(3) As of both June 30, 2026 and December 31, 2025, the Commercial Real Estate (CRE) office loan balance was under $35 million.

(4) Accrued interest receivable is excluded from the amortized cost basis of loans and leases HFI and is reported within "Other assets" on the Balance Sheet. Net accrued interest receivable related to loans and leases HFI at amortized cost was $13.4 million and $17.9 million as of June 30, 2026 and December 31, 2025, respectively.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

The following table presents the components of the allowance for loan and lease losses (ALLL):

	June 30, 2026	December 31, 2025
Gross allowance for loan and lease losses[1]	$ 227,500	$ 312,667
Recovery asset value[2]	(34,607)	(36,924)
Allowance for loan and lease losses	$ 192,893	$ 275,743

[1] Represents the allowance for future estimated net charge-offs on existing portfolio balances.

[2] Represents the negative allowance for expected recoveries of amounts previously charged-off.

June 30, 2026	Consumer	Commercial	Total
Loans and leases held for investment at amortized cost	$ 2,545,252	$ 640,893	$ 3,186,145
Allowance for loan and lease losses	$ 176,727	$ 16,166	$ 192,893
Allowance ratio[1]	6.9 %	2.5 %	6.1 %
Gross allowance for loan and lease losses	$ 211,334	$ 16,166	$ 227,500
Gross allowance ratio[1]	8.3 %	2.5 %	7.1 %

December 31, 2025	Consumer	Commercial	Total
Loans and leases held for investment at amortized cost	$ 3,603,548	$ 669,264	$ 4,272,812
Allowance for loan and lease losses	$ 258,811	$ 16,932	$ 275,743
Allowance ratio[1]	7.2 %	2.5 %	6.5 %
Gross allowance for loan and lease losses	$ 295,735	$ 16,932	$ 312,667
Gross allowance ratio[1]	8.2 %	2.5 %	7.3 %

[1] Calculated as ALLL or gross ALLL, where applicable, to the corresponding portfolio segment balance of loans and leases HFI at amortized cost.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

The activity in the ACL by portfolio segment was as follows:

	Three Months Ended June 30,					
	2026			2025		
	Consumer	Commercial	Total	Consumer	Commercial	Total
Allowance for loan and lease losses:						
Beginning of period	$ 221,196	$ 16,501	$ 237,697	$ 227,608	$ 16,585	$ 244,193
Credit loss (benefit) expense	(10,486)	(399)	(10,885)	41,133	(537)	40,596
Charge-offs	(46,395)	(32)	(46,427)	(48,956)	(898)	(49,854)
Recoveries	12,412	96	12,508	17,648	406	18,054
End of period	$ 176,727	$ 16,166	$ 192,893	$ 237,433	$ 15,556	$ 252,989
Reserve for unfunded lending commitments:						
Beginning of period	$ —	$ 830	$ 830	$ —	$ 1,629	$ 1,629
Credit loss benefit	—	(197)	(197)	—	(44)	(44)
End of period[(1)]	$ —	$ 633	$ 633	$ —	$ 1,585	$ 1,585

	Six Months Ended June 30,					
	2026			2025		
	Consumer	Commercial	Total	Consumer	Commercial	Total
Allowance for loan and lease losses:						
Beginning of period	$ 258,811	$ 16,932	$ 275,743	$ 212,598	$ 24,136	$ 236,734
Credit loss (benefit) expense	(9,085)	(954)	(10,039)	97,081	(103)	96,978
Charge-offs	(99,039)	(158)	(99,197)	(107,300)	(9,130)	(116,430)
Recoveries	26,040	346	26,386	35,054	653	35,707
End of period	$ 176,727	$ 16,166	$ 192,893	$ 237,433	$ 15,556	$ 252,989
Reserve for unfunded lending commitments:						
Beginning of period	$ —	$ 1,009	$ 1,009	$ —	$ 1,183	$ 1,183
Credit loss (benefit) expense	—	(376)	(376)	—	402	402
End of period[(1)]	$ —	$ 633	$ 633	$ —	$ 1,585	$ 1,585

(1) Relates to $35.2 million and $103.4 million of unfunded commitments as of June 30, 2026 and 2025, respectively.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

As a result of the Company's election of the fair value option, all loan originations in the first half of 2026 were accounted for at fair value. See "*Note 1. Summary of Significant Accounting Policies*" for additional information. Accordingly, no originations subsequent to 2025 are presented in the tables below.

The following table presents charge-offs by origination year for the first half of 2026:

	Gross Charge-Offs by Origination Year					
	2025	**2024**	**2023**	**2022**	**Prior**	**Total**
Unsecured consumer[1]	$ 40,631	$ 28,086	$ 13,687	$ 12,900	$ 2,270	$ 97,574
Residential mortgages	—	—	—	—	—	—
Secured consumer	461	214	413	312	65	1,465
Total consumer loans held for investment at amortized cost	41,092	28,300	14,100	13,212	2,335	99,039
Equipment finance	—	—	—	—	—	—
Commercial real estate	—	—	—	—	—	—
Commercial and industrial	—	—	32	126	—	158
Total commercial loans and leases held for investment at amortized cost	—	—	32	126	—	158
Total loans and leases held for investment at amortized cost	$ 41,092	$ 28,300	$ 14,132	$ 13,338	$ 2,335	$ 99,197

(1) Unsecured consumer loans are generally charged-off when a borrower is contractually 120 days past due.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Consumer Lending Credit Quality Indicators

The Company evaluates the credit quality of its consumer loan portfolio based on the aging status of the loan and by payment activity. Loan delinquency reporting is based upon borrower payment activity relative to the contractual terms of the loan. The following tables present the classes of financing receivables within the consumer portfolio segment by credit quality indicator based on delinquency status and origination year:

June 30, 2026	**Term Loans and Leases by Origination Year**					
	2025	**2024**	**2023**	**2022**	**Prior**	**Total**
Unsecured consumer						
Current	$ 1,285,108	$ 501,367	$ 201,392	$ 163,284	$ 11,819	$ 2,162,970
30-59 days past due	7,453	4,833	2,130	1,802	340	16,558
60-89 days past due	6,663	3,628	1,664	1,617	246	13,818
90 or more days past due	6,145	3,607	1,686	1,522	312	13,272
Total unsecured consumer[1]	1,305,369	513,435	206,872	168,225	12,717	2,206,618
Residential mortgages						
Current	—	—	—	39,964	106,534	146,498
30-59 days past due	—	—	—	—	—	—
60-89 days past due	—	—	—	—	—	—
90 or more days past due	—	—	—	—	962	962
Total residential mortgages	—	—	—	39,964	107,496	147,460
Secured consumer						
Current	103,550	34,012	29,314	16,854	3,999	187,729
30-59 days past due	871	246	413	543	126	2,199
60-89 days past due	308	119	133	121	20	701
90 or more days past due	61	—	22	44	22	149
Total secured consumer	104,790	34,377	29,882	17,562	4,167	190,778
Total consumer loans held for investment at amortized cost	**$ 1,410,159**	**$ 547,812**	**$ 236,754**	**$ 225,751**	**$ 124,380**	**$ 2,544,856**

[1] Excludes basis adjustment for loans previously designated in fair value hedges under the portfolio layer method. As of June 30, 2026, the remaining unamortized basis adjustment totaled $0.4 million and represents an increase to the amortized cost of the previously hedged loans. See "*Note 7. Derivative Instruments and Hedging Activities*" for additional information.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

December 31, 2025	Term Loans and Leases by Origination Year						
	2025	2024	2023	2022	2021	Prior	Total
Unsecured consumer							
Current	$ 1,741,108	$ 740,483	$ 326,147	$ 283,513	$ 39,605	$ —	$ 3,130,856
30-59 days past due	9,084	5,680	3,533	3,591	603	—	22,491
60-89 days past due	6,500	5,447	2,887	3,051	665	—	18,550
90 or more days past due	4,862	6,049	3,105	3,223	697	—	17,936
Total unsecured consumer[(1)]	1,761,554	757,659	335,672	293,378	41,570	—	3,189,833
Residential mortgages							
Current	—	—	—	40,931	50,129	59,039	150,099
30-59 days past due	—	—	—	—	—	—	—
60-89 days past due	—	—	—	—	—	888	888
90 or more days past due	—	—	—	—	—	86	86
Total residential mortgages	—	—	—	40,931	50,129	60,013	151,073
Secured consumer							
Current	134,255	47,453	42,332	26,961	3,769	2,278	257,048
30-59 days past due	778	261	816	941	210	—	3,006
60-89 days past due	131	128	109	177	51	—	596
90 or more days past due	78	31	133	153	—	—	395
Total secured consumer	135,242	47,873	43,390	28,232	4,030	2,278	261,045
Total consumer loans held for investment at amortized cost	**$ 1,896,796**	**$ 805,532**	**$ 379,062**	**$ 362,541**	**$ 95,729**	**$ 62,291**	**$ 3,601,951**

(1) Excludes cumulative basis adjustment for loans designated in fair value hedges under the portfolio layer method. As of December 31, 2025, the basis adjustment totaled $1.6 million and represents an increase to the amortized cost of the hedged loans. See "*Note 7. Derivative Instruments and Hedging Activities*" for additional information.

Commercial Lending Credit Quality Indicators

The Company evaluates the credit quality of its commercial loan portfolio based on regulatory risk ratings. The Company categorizes loans and leases into risk ratings based on relevant information about the quality and realizable value of collateral, if any, and the ability of obligors to service their debts, such as current financial information, historical payment experience, credit documentation, public information, and current economic trends, among other factors. The Company analyzes loans and leases individually by classifying the loans and leases based on their associated credit risk and performs this analysis whenever credit is extended, renewed or modified, or when an observable event occurs indicating a potential decline in credit quality, and no less than annually for large balance loans. Risk rating classifications consist of the following:

Pass – Loans and leases that the Company believes will fully repay in accordance with the contractual loan terms.

Special Mention – Loans and leases with a potential weakness that deserve management's close attention. If left uncorrected, these potential weaknesses may result in deterioration of the repayment prospects for the loan or the Company's credit position at some future date.

Substandard – Loans and leases that are inadequately protected by the current sound worth and paying capacity of the obligor or of the collateral pledged, if any. Loans and leases so classified have a well-defined weakness or weaknesses that jeopardize the repayment and liquidation of the debt. They are characterized by the distinct possibility that the Company will sustain some loss if the deficiencies are not corrected. Normal payment from the borrower is in jeopardy, although loss of principal, while still possible, is not imminent.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Doubtful – Loans and leases that have all the weaknesses inherent in those classified as Substandard, with the added characteristic that the weaknesses make collection or liquidation in full, on the basis of currently known facts, conditions, and values, highly questionable and improbable.

Loss – Loans and leases that are considered uncollectible and of little value.

The following tables present the classes of financing receivables within the commercial portfolio segment by risk rating and origination year:

June 30, 2026	**Term Loans and Leases by Origination Year**						
	2025	**2024**	**2023**	**2022**	**Prior**	**Total**	**Guaranteed Amount[(1)]**
Equipment finance							
Pass	$ —	$ —	$ —	$ 18,817	$ 8,961	$ 27,778	$ —
Special mention	—	—	—	2,016	33	2,049	—
Substandard	—	—	—	—	2,728	2,728	—
Doubtful	—	—	—	694	—	694	—
Loss	—	—	—	—	—	—	—
Total equipment finance	—	—	—	21,527	11,722	33,249	—
Commercial real estate							
Pass	96,288	35,495	63,273	92,421	147,568	435,045	29,645
Special mention	—	520	—	453	5,967	6,940	709
Substandard	—	—	—	422	15,980	16,402	3,834
Doubtful	—	—	—	—	60	60	—
Loss	—	—	—	1,121	635	1,756	1,536
Total commercial real estate	96,288	36,015	63,273	94,417	170,210	460,203	35,724
Commercial and industrial							
Pass	23,977	26,420	13,198	12,056	25,422	101,073	68,584
Special mention	—	—	—	5,876	—	5,876	4,499
Substandard	—	2,635	9,175	11,238	6,872	29,920	20,677
Doubtful	—	—	—	2,880	1,443	4,323	3,444
Loss	—	751	1,783	3,715	—	6,249	6,249
Total commercial and industrial	23,977	29,806	24,156	35,765	33,737	147,441	103,453
Total commercial loans and leases held for investment at amortized cost	**$ 120,265**	**$ 65,821**	**$ 87,429**	**$ 151,709**	**$ 215,669**	**$ 640,893**	**$ 139,177**

(1) Represents loan balances guaranteed by the SBA.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

December 31, 2025	Term Loans and Leases by Origination Year							
	2025	2024	2023	2022	2021	Prior	Total	Guaranteed Amount[1]
Equipment finance								
Pass	$ —	$ —	$ —	$ 21,283	$ 1,990	$ 9,762	$ 33,035	$ —
Special mention	—	—	—	2,587	227	—	2,814	—
Substandard	—	—	—	—	3,212	—	3,212	—
Doubtful	—	—	—	696	—	—	696	—
Loss	—	—	—	—	—	—	—	—
Total equipment finance	—	—	—	24,566	5,429	9,762	39,757	—
Commercial real estate								
Pass	95,736	36,356	63,750	94,771	32,452	121,231	444,296	30,959
Special mention	—	—	—	—	—	6,088	6,088	—
Substandard	—	—	—	428	8,433	11,370	20,231	7,005
Doubtful	—	—	—	—	—	61	61	—
Loss	—	—	—	1,121	271	421	1,813	1,543
Total commercial real estate	95,736	36,356	63,750	96,320	41,156	139,171	472,489	39,507
Commercial and industrial								
Pass	21,987	28,942	16,580	18,108	19,441	7,879	112,937	75,216
Special mention	—	—	—	8,535	2,959	67	11,561	9,264
Substandard	—	1,438	8,275	5,153	3,126	3,010	21,002	13,790
Doubtful	—	—	—	3,456	1,348	511	5,315	4,353
Loss	—	751	1,766	3,686	—	—	6,203	6,203
Total commercial and industrial	21,987	31,131	26,621	38,938	26,874	11,467	157,018	108,826
Total commercial loans and leases held for investment at amortized cost	**$ 117,723**	**$ 67,487**	**$ 90,371**	**$ 159,824**	**$ 73,459**	**$ 160,400**	**$ 669,264**	**$ 148,333**

(1) Represents loan balances guaranteed by the SBA.

The following tables present loans and leases HFI at amortized cost within the commercial portfolio segment by delinquency status:

June 30, 2026	Current	30-59 Days	60-89 Days	90 or More Days	Total
Equipment finance	$ 29,827	$ —	$ —	$ 3,422	$ 33,249
Commercial real estate	452,065	1,765	—	6,373	460,203
Commercial and industrial	118,763	2,560	2,888	23,230	147,441
Total commercial loans and leases held for investment at amortized cost	$ 600,655	$ 4,325	$ 2,888	$ 33,025	$ 640,893

December 31, 2025	Current	30-59 Days	60-89 Days	90 or More Days	Total
Equipment finance	$ 35,973	$ 696	$ —	$ 3,088	$ 39,757
Commercial real estate	461,307	—	—	11,182	472,489
Commercial and industrial	133,526	1,540	1,878	20,074	157,018
Total commercial loans and leases held for investment at amortized cost	$ 630,806	$ 2,236	$ 1,878	$ 34,344	$ 669,264

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Loan Modifications

The Company has loan modification programs to assist borrowers experiencing financial difficulty and to mitigate losses and maximize collections for loans serviced by the Company. The table below presents the amortized cost of loans that were modified during the periods presented, by modification type:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	**2025**	**2026**	**2025**
Short-term payment reduction	$ 5,829	$ 6,892	$ 10,835	$ 12,686
Permanent loan modification	1,384	1,764	3,007	3,286
Debt settlement	2,373	2,859	2,383	2,903
Total loan modifications – unsecured consumer loans	$ 9,586	$ 11,515	$ 16,225	$ 18,875
% of unsecured consumer loans at amortized cost as of period end	0.4 %	0.3 %	0.7 %	0.6 %

The Company expanded its digital channels to enable borrowers experiencing financial difficulty to qualify for a short-term payment reduction modification program. Under this program, borrowers may receive a temporary payment reduction for three months. If the borrower meets the temporary payment reduction requirements during the first three-month term, they may qualify for a payment reduction for an additional three months. Receiving an additional three months of payment reduction is considered an other-than-insignificant payment delay and becomes a short-term payment reduction modification. The short-term payment reduction modification results in a term extension of four to nine months compared to the original maturity date of the loan and does not include any principal or interest forgiveness. At the time of receiving a payment reduction, a delinquent loan resets to current status. However, if a borrower fails to comply with the modified terms, the delinquency status returns to the original contractual terms of the loan. Borrowers who were in their first three months of temporary payment reduction had a total of $9.9 million of loan balances at amortized cost outstanding as of June 30, 2026, and may subsequently be eligible for a short-term payment reduction modification.

Permanent loan modifications include both a reduction in contractual interest rates and an extension to the contractual maturity date of up to twelve months and do not include any principal forgiveness. To qualify for this modification, borrowers must meet the Company's debt-to-income ratio requirements. During the second quarter and first half of 2026, the weighted-average interest rate reduction under this program was approximately 8.8% for both periods. During the second quarter and first half of 2025, the weighted-average interest rate reduction under this program was approximately 8.0% and 8.1%, respectively. The weighted-average maturity date extension was approximately twelve months for all periods.

Debt settlement modifications, which include engaging with debt settlement companies, reduce the principal and interest amounts owed by borrowers. The Company typically charges-off such loans within a few months following the modification, as payments under the modified agreement are less than the original contractual amounts.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

The following table presents the delinquency status of the amortized cost of loan modifications as of the periods presented below that were modified during the preceding twelve months:

	June 30, 2026			June 30, 2025		
	Short-term Payment Reduction	**Permanent Loan Modification**	**Debt Settlement**	**Short-term Payment Reduction**	**Permanent Loan Modification**	**Debt Settlement**
Unsecured consumer loans						
Current	$ 14,475	$ 5,244	$ 7	$ 17,743	$ 5,433	$ —
30-59 days	1,191	180	10	1,372	135	—
60-89 days	840	143	225	1,240	242	535
90 or more days	575	64	2,145	1,074	153	2,374
Total loan modifications	$ 17,081	$ 5,631	$ 2,387	$ 21,429	$ 5,963	$ 2,909

A modified loan is generally charged-off in the event of a borrower defaulting at 120 days past due. The table below presents the total amount of charge-offs during the period for loan modifications that were entered into within the preceding twelve months of charge-off:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	**2025**	**2026**	**2025**
Short-term payment reduction	$ 1,944	$ 2,132	$ 3,790	$ 4,718
Permanent loan modification	228	381	667	903
Debt settlement	7,343	8,829	16,011	22,165
Total loan modifications – unsecured consumer loans	$ 9,515	$ 11,342	$ 20,468	$ 27,786

Nonaccrual Assets

Nonaccrual loans and leases are those for which accrual of interest has been suspended. Loans and leases are generally placed on nonaccrual status when contractually past due 90 days or more, or earlier if management believes that the probability of collection does not warrant further accrual.

Certain loans on nonaccrual status may be considered collateral-dependent loans if the borrower is experiencing financial difficulty and repayment of the loan is expected to be substantially through sale of the collateral. Such loans are secured by various types of collateral, including real estate, auto and equipment, among others. Expected credit losses for the Company’s collateral-dependent loans are calculated as the difference between the amortized cost basis and the fair value of the underlying collateral less costs to sell, if applicable. The fair value of the underlying collateral is generally based on third-party appraisals, which are updated on a case-by-case basis.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

The following table presents nonaccrual loans and leases HFI at amortized cost:

	June 30, 2026		December 31, 2025	
	Nonaccrual	**Nonaccrual with no related ACL**(1)	**Nonaccrual**	**Nonaccrual with no related ACL**(1)
Unsecured consumer	$ 13,272	$ —	$ 17,936	$ —
Residential mortgages	1,230	1,230	431	431
Secured consumer	149	—	395	—
Total nonaccrual consumer loans held for investment at amortized cost	14,651	1,230	18,762	431
Equipment finance	3,422	—	3,088	—
Commercial real estate	6,809	1,857	11,253	5,799
Commercial and industrial	30,437	10,997	27,329	10,137
Total nonaccrual commercial loans and leases held for investment at amortized cost(2)	40,668	12,854	41,670	15,936
Total nonaccrual loans and leases held for investment at amortized cost	$ 55,319	$ 14,084	$ 60,432	$ 16,367

(1) Subset of total nonaccrual loans and leases HFI at amortized cost.

(2) Includes $28.3 million and $29.7 million in loan balances guaranteed by the SBA as of June 30, 2026 and December 31, 2025, respectively.

	June 30, 2026		December 31, 2025	
	Nonaccrual	**Nonaccrual Ratios**(1)	**Nonaccrual**	**Nonaccrual Ratios**(1)
Total nonaccrual consumer loans held for investment at amortized cost	$ 14,651	0.6 %	$ 18,762	0.5 %
Total nonaccrual commercial loans and leases held for investment at amortized cost	40,668	6.3 %	41,670	6.2 %
Total nonaccrual loans and leases held for investment at amortized cost	$ 55,319	1.7 %	$ 60,432	1.4 %

(1) Calculated as the ratio of nonaccrual loans and leases to loans and leases HFI at amortized cost.

5. Fair Value Measurements

For a description of the fair value hierarchy and the Company's fair value methodologies, see "*Part II – Item 8. Financial Statements and Supplementary Data – Note 1. Summary of Significant Accounting Policies*" in the Annual Report. The Company records certain assets and liabilities at fair value as listed in the following tables.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Recurring Fair Value Measurements

The following tables present, by level within the fair value hierarchy, the Company's assets and liabilities measured at fair value on a recurring basis:

June 30, 2026	**Level 1**	**Level 2**	**Level 3**	**Balance at Fair Value**
Assets:				
Loans held for sale at fair value	$ —	$ —	$ 1,773,052	$ 1,773,052
Loans held for investment at fair value	—	—	2,085,066	2,085,066
Securities available for sale:				
Senior asset-backed securities related to Structured Program transactions	—	—	3,394,054	3,394,054
Other asset-backed securities related to Structured Program transactions	—	—	257,820	257,820
U.S. agency residential mortgage-backed securities	—	243,375	—	243,375
U.S. agency securities	—	70,282	—	70,282
Mortgage-backed securities	—	53,806	—	53,806
Municipal securities	—	2,678	—	2,678
Other securities	—	14,359	10,387	24,746
Total securities available for sale	—	384,500	3,662,261	4,046,761
Servicing assets	—	—	72,974	72,974
Other assets	—	10,820	—	10,820
Total assets	$ —	$ 395,320	$ 7,593,353	$ 7,988,673
Liabilities:				
Other liabilities	$ —	$ 1,845	$ —	$ 1,845
Total liabilities	$ —	$ 1,845	$ —	$ 1,845

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

December 31, 2025	Level 1	Level 2	Level 3	Balance at Fair Value
Assets:				
Loans held for sale at fair value	$ —	$ —	$ 1,762,396	$ 1,762,396
Loans held for investment at fair value	—	—	473,314	473,314
Securities available for sale:				
Senior asset-backed securities related to Structured Program transactions	—	—	3,092,410	3,092,410
U.S. agency residential mortgage-backed securities	—	236,061	—	236,061
Other asset-backed securities related to Structured Program transactions	—	—	219,370	219,370
U.S. agency securities	—	73,862	—	73,862
Mortgage-backed securities	—	55,597	—	55,597
Municipal securities	—	2,606	—	2,606
Other securities	—	16,720	10,083	26,803
Total securities available for sale	—	384,846	3,321,863	3,706,709
Servicing assets	—	—	65,167	65,167
Other assets	—	2,099	—	2,099
Total assets	$ —	$ 386,945	$ 5,622,740	$ 6,009,685
Liabilities:				
Other liabilities	$ —	$ 3,918	$ 1,865	$ 5,783
Total liabilities	$ —	$ 3,918	$ 1,865	$ 5,783

Financial instruments are categorized in the valuation hierarchy based on the significance of observable or unobservable factors in the overall fair value measurement. For the financial instruments listed in the tables above that do not trade in an active market with readily observable prices, the Company uses significant unobservable inputs to measure the fair value of these assets and liabilities. The Company primarily uses a discounted cash flow (DCF) model to estimate the fair value of Level 3 instruments based on the present value of estimated future cash flows. This model uses inputs that inherently require judgment and reflect the Company's best estimates of the assumptions a market participant would use to calculate fair value. The Company did not transfer any assets or liabilities in or out of Level 3 during the second quarters and first halves of 2026 or 2025.

The following significant unobservable inputs, as applicable, were used in the fair value measurement of the Company's Level 3 assets:

- *Discount rate* – The weighted-average rate at which the expected cash flows are discounted to arrive at the net present value of the loan. The discount rate is primarily determined based on the Company's estimate of market participants' return expectations.
- *Annualized net credit loss rate* – The annualized rate of lifetime charge-offs, net of recoveries, expressed as a percentage of the average lifetime principal balance of loan pools with similar risk characteristics.
- *Annualized prepayment rate* – The annualized rate of lifetime prepayments expressed as a percentage of the average lifetime principal balance of loan pools with similar risk characteristics.

An increase in each of the inputs above, in isolation, would result in a decrease in the fair value measurement.

The sensitivity calculations are hypothetical and should not be considered to be predictive of future performance. The effect on fair value of a variation in assumptions generally cannot be determined because the relationship of the change in assumptions to the fair value may not be linear. Changes in one factor may lead to changes in other factors, which could impact the hypothetical results.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Loans Held for Sale at Fair Value

Significant Unobservable Inputs

The following significant unobservable inputs were used in the fair value measurement of HFS loans:

	June 30, 2026			December 31, 2025		
	Minimum	**Maximum**	**Weighted-Average[1]**	**Minimum**	**Maximum**	**Weighted-Average[1]**
Discount rate	6.9 %	8.9 %	7.5 %	6.6 %	9.0 %	7.1 %
Annualized net credit loss rate	3.4 %	12.8 %	6.6 %	3.3 %	16.0 %	6.3 %
Annualized prepayment rate	20.3 %	27.8 %	25.9 %	20.5 %	26.0 %	25.5 %

(1) The weighted-average rate is calculated using the principal balance of each loan pool with similar risk characteristics.

Fair Value Sensitivity

The sensitivity of HFS loans at fair value to adverse changes in key assumptions was as follows:

	June 30, 2026	December 31, 2025
Loans held for sale at fair value	$ 1,773,052	$ 1,762,396
Expected remaining weighted-average life (in years)	1.2	1.4
Discount rate:		
100 basis point increase	$ (19,743)	$ (21,458)
200 basis point increase	$ (39,096)	$ (42,471)
Annualized net credit loss rate:		
10% increase	$ (22,606)	$ (20,970)
20% increase	$ (45,403)	$ (41,766)
Annualized prepayment rate:		
10% increase	$ (7,760)	$ (5,703)
20% increase	$ (14,574)	$ (10,546)

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Fair Value Reconciliation

The following table presents the activity for HFS loans at fair value:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	**2025**	**2026**	**2025**
Fair value at beginning of period	$ 1,836,121	$ 703,378	$ 1,762,396	$ 636,352
Originations	2,033,047	1,654,313	3,735,730	2,918,045
Sales	(1,815,442)	(1,217,166)	(3,199,716)	(2,314,095)
Principal payments	(214,534)	(101,107)	(400,955)	(169,662)
Realized charge-offs, net of recoveries, recorded in earnings	(18,494)	(4,663)	(30,560)	(11,367)
Fair value adjustments recorded in earnings[1]	(47,646)	(26,587)	(93,843)	(51,105)
Fair value at end of period	$ 1,773,052	$ 1,008,168	$ 1,773,052	$ 1,008,168

[1] Includes unrealized fair value adjustments related to HFS loans at fair value held at the end of the periods presented of $3.9 million and $1.0 million for the second quarters of 2026 and 2025, respectively, and $27.2 million and $4.5 million for the first halves of 2026 and 2025, respectively.

The following table summarizes the aggregate fair value of the Company's HFS loans as of the periods presented, as well as the amount that was 90 days or more past due:

	June 30, 2026		December 31, 2025	
	Total	**90 or more days past due**	**Total**	**90 or more days past due**
Aggregate unpaid principal balance	$ 1,833,689	$ 7,048	$ 1,795,818	$ 3,931
Cumulative fair value adjustments	(60,637)	(5,751)	(33,422)	(3,176)
Fair value of loans held for sale	$ 1,773,052	$ 1,297	$ 1,762,396	$ 755

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Loans Held for Investment at Fair Value

Effective January 1, 2026, the Company elected the fair value option for HFI loans originated on or after that date. As a result, the current period includes all newly originated loans across multiple products, including unsecured consumer loans (personal loans and purchase finance loans), auto loans, and small business loans. In periods prior to this election, the Company's HFI loan portfolio measured at fair value consisted solely of purchased unsecured personal loans that it had previously originated and sold. Accordingly, the significant unobservable inputs presented in the table below reflect a different loan product mix in the current period compared to the prior period.

Significant Unobservable Inputs

The following significant unobservable inputs were used in the fair value measurement of HFI loans:

	June 30, 2026			December 31, 2025		
	Minimum	Maximum	Weighted-Average[1]	Minimum	Maximum	Weighted-Average[1]
Discount rate	5.5 %	11.2 %	7.1 %	6.5 %	8.5 %	7.0 %
Annualized net charge-off rate	0.3 %	13.4 %	5.0 %	4.1 %	19.1 %	7.4 %
Annualized prepayment rate	18.3 %	46.5 %	25.4 %	19.6 %	21.1 %	20.0 %

(1) The weighted-average rate is calculated using the principal balance of each loan pool with similar risk characteristics.

Fair Value Sensitivity

The sensitivity of HFI loans at fair value to adverse changes in key assumptions was as follows:

	June 30, 2026	December 31, 2025
Loans held for investment at fair value	$ 2,085,066	$ 473,314
Expected remaining weighted-average life (in years)	1.6	0.7
Discount rate:		
100 basis point increase	$ (29,672)	$ (2,832)
200 basis point increase	$ (58,442)	$ (5,633)
Annualized net credit loss rate:		
10% increase	$ (22,396)	$ (5,738)
20% increase	$ (42,903)	$ (13,161)
Annualized prepayment rate:		
10% increase	$ (8,147)	$ (2,490)
20% increase	$ (16,582)	$ (4,979)

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Fair Value Reconciliation

The following table presents the activity for HFI loans at fair value:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Fair value at beginning of period	$ 1,237,850	$ 818,882	$ 473,314	$ 1,027,798
Originations	1,101,924	—	2,049,125	—
Purchases	58,600	—	86,235	12,744
Principal payments	(255,726)	(184,327)	(432,382)	(402,787)
Realized charge-offs, net of recoveries, recorded in earnings	(6,680)	(14,278)	(10,281)	(41,483)
Fair value adjustments recorded in earnings[1]	(50,902)	11,459	(80,945)	35,464
Fair value at end of period	$ 2,085,066	$ 631,736	$ 2,085,066	$ 631,736

(1) Represents unrealized fair value adjustments recorded in earnings related to HFI loans at fair value held at the end of the periods presented.

The following table summarizes the aggregate fair value of the Company's HFI loans at fair value as of the periods presented, as well as the amount that was 90 days or more past due:

	June 30, 2026		December 31, 2025	
	Total	90 or more days past due	Total	90 or more days past due
Aggregate unpaid principal balance	$ 2,189,229	$ 6,292	$ 495,649	$ 5,177
Cumulative fair value adjustments	(104,163)	(5,171)	(22,335)	(4,183)
Fair value of loans held for investment	$ 2,085,066	$ 1,121	$ 473,314	$ 994

Asset-Backed Securities Related to Structured Program Transactions

Senior Asset-Backed Securities Related to Structured Program Transactions

Significant Unobservable Inputs

The following significant unobservable input, which includes credit spreads, was used in the fair value measurement of senior asset-backed securities related to Structured Program transactions:

	June 30, 2026			December 31, 2025		
	Minimum	Maximum	Weighted-Average	Minimum	Maximum	Weighted-Average
Discount rate	5.3 %	6.8 %	5.6 %	5.0 %	5.4 %	5.2 %

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Fair Value Sensitivity

The sensitivity in the fair value of senior asset-backed securities related to Structured Program transactions to adverse changes in key assumptions was as follows:

	June 30, 2026	December 31, 2025
Fair value of interests held	$ 3,394,054	$ 3,092,410
Expected remaining weighted-average life (in years)	1.1	1.1
Discount rate:		
100 basis point increase	$ (37,308)	$ (32,467)
200 basis point increase	$ (74,616)	$ (64,934)

Fair Value Reconciliation

The following table presents the activity for senior asset-backed securities related to Structured Program transactions:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Fair value at beginning of period	$ 3,246,380	$ 2,869,281	$ 3,092,410	$ 2,899,824
Additions	686,670	495,771	1,313,260	819,887
Cash received	(527,341)	(398,286)	(988,488)	(749,951)
Change in unrealized loss	(11,655)	(4,291)	(23,128)	(7,285)
Fair value at end of period	$ 3,394,054	$ 2,962,475	$ 3,394,054	$ 2,962,475

Other Asset-Backed Securities Related to Structured Program Transactions

Significant Unobservable Inputs

The following significant unobservable inputs were used in the fair value measurement of other asset-backed securities related to Structured Program transactions:

	June 30, 2026			December 31, 2025		
	Minimum	Maximum	Weighted-Average[1]	Minimum	Maximum	Weighted-Average[1]
Discount rate	6.9 %	8.9 %	7.3 %	6.6 %	8.6 %	6.9 %
Annualized net charge-off rate	3.4 %	6.5 %	5.6 %	3.1 %	6.2 %	5.0 %
Annualized prepayment rate	21.5 %	28.0 %	26.6 %	22.8 %	27.4 %	25.8 %

(1) The weighted-average rate is calculated using the principal balance of each security.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Fair Value Sensitivity

The sensitivity in the fair value of other asset-backed securities related to Structured Program transactions to adverse changes in key assumptions was as follows:

	June 30, 2026	December 31, 2025
Fair value of interests held	$ 257,820	$ 219,370
Expected remaining weighted-average life (in years)	1.1	1.2
Discount rate:		
100 basis point increase	$ (2,706)	$ (2,285)
200 basis point increase	$ (5,361)	$ (4,529)
Annualized net charge-off rate:		
10% increase	$ (2,793)	$ (2,077)
20% increase	$ (5,617)	$ (4,112)
Annualized prepayment rate:		
10% increase	$ (1,148)	$ (674)
20% increase	$ (2,136)	$ (1,227)

Fair Value Reconciliation

The following table presents the activity for other asset-backed securities related to Structured Program transactions:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Fair value at beginning of period	$ 238,349	$ 172,544	$ 219,370	$ 169,948
Additions	60,030	35,738	112,988	60,624
Cash received	(38,918)	(24,622)	(71,694)	(45,925)
Credit loss (expense) benefit for securities available for sale	(165)	819	112	(502)
Change in unrealized loss	(1,476)	(447)	(2,956)	(113)
Fair value at end of period	$ 257,820	$ 184,032	$ 257,820	$ 184,032

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Servicing Assets

Significant Unobservable Inputs

The following significant unobservable inputs were used in the fair value measurement for servicing assets related to loans sold to investors:

	June 30, 2026			December 31, 2025		
	Minimum	Maximum	Weighted-Average	Minimum	Maximum	Weighted-Average
Discount rate	8.9 %	16.2 %	10.3 %	8.9 %	16.2 %	10.4 %
Annualized net charge-off rate(1)	3.4 %	12.8 %	6.1 %	3.3 %	19.5 %	6.5 %
Annualized prepayment rate(1)	19.7 %	27.7 %	26.0 %	19.9 %	25.9 %	24.6 %
Market servicing rate(2)	0.58 %	0.58 %	0.58 %	0.58 %	0.58 %	0.58 %

(1) The weighted-average rate is calculated using the principal balance of each loan pool with similar risk characteristics.

(2) The fees a willing market participant would require for the servicing of loans with similar characteristics as those in the Company's serviced portfolio.

Fair Value Sensitivity

The sensitivity of the fair value of servicing assets to adverse changes in key assumptions was as follows:

	June 30, 2026	December 31, 2025
Fair value of servicing assets	$ 72,974	$ 65,167
Expected remaining weighted-average life (in years)	1.2	1.2
Discount rate:		
100 basis point increase	$ (648)	$ (567)
200 basis point increase	$ (1,296)	$ (1,134)
Annualized net charge-off rate:		
10% increase	$ (573)	$ (536)
20% increase	$ (1,146)	$ (1,071)
Annualized prepayment rate:		
10% increase	$ (2,212)	$ (1,892)
20% increase	$ (4,424)	$ (3,785)

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

The Company's selection of the most representative market servicing rates for servicing assets inherently require judgment. The Company reviews third-party servicing rates for its loans, loans in similar credit sectors, and market servicing benchmarking analyses provided by third-party valuation firms, when available. The table below shows the impact on the estimated fair value of servicing assets, calculated using different market servicing rate assumptions:

	June 30, 2026	December 31, 2025
Weighted-average market servicing rate assumptions	0.58 %	0.58 %
Change in fair value from:		
Market servicing rate increase by 0.10%	$ (8,123)	$ (7,289)
Market servicing rate decrease by 0.10%	$ 8,123	$ 7,289

Fair Value Reconciliation

The following table presents activity for servicing assets:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Fair value at beginning of period	$ 67,078	$ 56,904	$ 65,167	$ 60,697
Issuances[(1)]	22,733	14,670	40,218	27,935
Change in fair value[(2)]	(16,837)	(13,665)	(32,411)	(30,723)
Fair value at end of period	$ 72,974	$ 57,909	$ 72,974	$ 57,909

(1) Represents the servicing assets recorded when the loans are sold. Included in "Gain on sales of loans" on the Income Statement.

(2) Included in "Net fair value adjustments" on the Income Statement.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Financial Instruments Not Recorded at Fair Value

The following tables present the carrying amount and estimated fair values, by level within the fair value hierarchy, of the Company's assets and liabilities that are not recorded at fair value on a recurring basis:

June 30, 2026	Carrying Amount	Level 1	Level 2	Level 3	Balance at Fair Value
Assets:					
Loans and leases held for investment at amortized cost, net	$ 2,993,252	$ —	$ —	$ 3,161,857	$ 3,161,857
Other assets	46,929	—	46,929	—	46,929
Total assets	$ 3,040,181	$ —	$ 46,929	$ 3,161,857	$ 3,208,786
Liabilities:					
Deposits[1]	$ 2,858,839	$ —	$ —	$ 2,858,081	$ 2,858,081
Other liabilities	37,119	—	14,496	22,623	37,119
Total liabilities	$ 2,895,958	$ —	$ 14,496	$ 2,880,704	$ 2,895,200

December 31, 2025	Carrying Amount	Level 1	Level 2	Level 3	Balance at Fair Value
Assets:					
Loans and leases held for investment at amortized cost, net	$ 3,997,069	$ —	$ —	$ 4,251,852	$ 4,251,852
Other assets	47,470	—	47,312	453	47,765
Total assets	$ 4,044,539	$ —	$ 47,312	$ 4,252,305	$ 4,299,617
Liabilities:					
Deposits[1]	$ 2,434,422	$ —	$ —	$ 2,437,209	$ 2,437,209
Other liabilities	40,931	—	11,926	29,005	40,931
Total liabilities	$ 2,475,353	$ —	$ 11,926	$ 2,466,214	$ 2,478,140

[1] Excludes deposit liabilities with no defined or contractual maturities.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

6. Structured Program Transactions and Variable Interest Entities

The Company's VIEs relate to its Structured Program transactions. As of both June 30, 2026 and December 31, 2025, the Company did not consolidate any VIEs. Accordingly, holders of the related securities can look only to the assets of the VIEs that issued the securities and there is no direct recourse to the Company's assets.

The following table presents the classifications of assets and liabilities on the Company's Balance Sheet for its transactions with unconsolidated VIEs:

	June 30, 2026	December 31, 2025
Assets		
Securities available for sale at fair value	$ 3,651,874	$ 3,311,780
Other assets	61,786	53,660
Total assets	3,713,660	3,365,440
Liabilities		
Other liabilities	—	1,023
Total liabilities	—	1,023
Total net assets (maximum loss exposure)	$ 3,713,660	$ 3,364,417

Maximum loss exposure represents estimated loss that would be incurred under severe, hypothetical circumstances, for which the Company believes the possibility is extremely remote, such as where the value of interests declines to zero. Accordingly, this required disclosure is not an indication of expected losses.

The following table summarizes activity related to unconsolidated VIEs where the transfers were accounted for as a sale on the Company's financial statements:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Fair value of consideration received:				
Cash	$ 453,853	$ 182,675	$ 869,951	$ 331,054
Net securities retained from Structured Program transactions	746,700	531,509	1,381,832	880,511
Other assets, net	14,605	10,682	27,190	16,656
Total consideration	1,215,158	724,866	2,278,973	1,228,221
Fair value of loans sold	(1,201,218)	(715,210)	(2,253,004)	(1,213,268)
Gain on sales of loans[1]	$ 13,940	$ 9,656	$ 25,969	$ 14,953
Cash proceeds from continuing involvement:				
Servicing and other administrative fees	$ 12,178	$ 8,850	$ 23,528	$ 17,746
Interest received on securities retained from Structured Program transactions	$ 50,747	$ 50,147	$ 101,743	$ 101,281

(1) Consists primarily of servicing assets recognized at the time of loan sale, less any transaction costs, and excludes origination fees and fair value adjustments recognized prior to the sale.

As of June 30, 2026, the aggregate unpaid principal balance attributable to off-balance sheet loans held by unconsolidated VIEs was $5.2 billion, of which $67.7 million was 30 days or more past due. As of December 31, 2025, the aggregate unpaid principal balance attributable to off-balance sheet loans held by unconsolidated VIEs was $4.4 billion, of which $64.9 million was 30 days or more past due. For such loans, the Company would only experience a loss if it was required to repurchase a loan due to a breach in representations and warranties associated with its loan sale or servicing contracts.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

7. Derivative Instruments and Hedging Activities

The Company uses derivative instruments, including interest rate contracts such as caps and swaps, to manage exposure to interest rate risk associated with its fixed-rate assets. The Company's interest rate contracts are indexed to the Secured Overnight Financing Rate (SOFR). Interest rate swaps involve the payment of fixed-rate amounts to a counterparty in exchange for the receipt of variable-rate payments. With interest rate caps, the Company receives payments from a counterparty when SOFR exceeds a specified strike rate.

Derivatives Not Designated as Accounting Hedges

During the first quarter of 2026, the Company voluntarily de-designated all of its interest rate swaps previously designated as fair value hedges. Following de-designation, changes in the fair value of these derivatives are recorded in "Net fair value adjustments" on the Income Statement, and the remaining unamortized basis adjustments on the previously hedged items are amortized through interest income over the remaining life of the underlying instruments. As of June 30, 2026, the remaining unamortized basis adjustment totaled $0.4 million for previously hedged unsecured consumer loans and $0.1 million for previously hedged AFS securities.

The table below presents the notional and gross fair value amounts of the Company's derivatives:

	June 30, 2026			December 31, 2025		
	Notional	Derivative Asset[1]	Derivative Liability[1]	Notional	Derivative Asset[1]	Derivative Liability[1]
Credit derivatives	$ —	$ —	$ —	$ 3,737	$ —	$ (1,327)
Interest rate contracts:						
Interest rate caps	775,000	7,801	—	325,000	528	—
Interest rate swaps	1,325,000	1,872	(698)	125,000	—	(234)
Total interest rate contracts	$ 2,100,000	$ 9,673	$ (698)	$ 450,000	$ 528	$ (234)
Total	$ 2,100,000	$ 9,673	$ (698)	$ 453,737	$ 528	$ (1,561)

(1) Recorded in "Other assets" or "Other liabilities" on a net basis, as applicable, on the Balance Sheet and in "Operating activities" on the Statement of Cash Flows.

The table below presents the gains (losses) recognized on the Company's derivatives:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Credit derivatives[1]	$ —	$ 957	$ 289	$ 2,116
Interest rate contracts[2]	3,186	(10)	6,087	(70)
Total gains	$ 3,186	$ 947	$ 6,376	$ 2,046

(1) The initial fair value of the credit derivative liabilities is recorded in "Gain on sales of loans" with incremental changes in the fair value recorded in "Net fair value adjustments," both on the Income Statement.

(2) Recorded in "Net fair value adjustments" on the Income Statement.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Derivatives Designated as Accounting Hedges

As of June 30, 2026, there were no derivatives designated as hedging instruments. Prior period amounts in the tables below reflect periods in which hedge accounting was applied.

The table below presents the notional and gross fair value amounts of the Company's interest rate swaps that were designated as fair value hedges:

	December 31, 2025		
	Notional	**Derivative Asset**[1]	**Derivative Liability**[1]
Unsecured consumer loans	$ 575,000	$ 81	$ (1,566)
Securities available for sale	475,000	146	(774)
Total interest rate swaps	$ 1,050,000	$ 227	$ (2,340)

[1] Recorded in "Other assets" or "Other liabilities," as applicable, on the Balance Sheet and in "Operating activities" on the Statement of Cash Flows.

The following table summarizes the gain (loss) recognized on the Company's fair value hedges:

	Three Months Ended June 30, 2025	**Six Months Ended June 30, 2025**
Gains (losses) recognized on:		
Unsecured consumer loans:		
Hedged item	$ (406)	$ (153)
Derivatives	348	70
Interest settlement on derivative[1]	147	(388)
Total gain (loss) on hedged unsecured consumer loans[2]	89	(471)
Securities available for sale:		
Hedged item	383	2,242
Derivatives	(413)	(2,346)
Interest settlement on derivative[1]	699	1,315
Total gain on hedged securities available for sale[3]	669	1,211
Total gain on fair value hedges	$ 758	$ 740

[1] Includes accrued interest receivable and accrued interest payable.

[2] Recorded in "Interest on loans" on the Income Statement.

[3] Recorded in "Interest on securities available for sale" on the Income Statement.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

The following table presents the cumulative basis adjustments for fair value hedges:

	December 31, 2025	
Balance Sheet Line Item	**Carrying Amount of Closed Portfolio**[1]	**Cumulative Fair Value Adjustment Included in the Carrying Amount of the Hedged Items**
Loans and leases held for investment at amortized cost	$ 1,283,622	$ 1,597
Securities available for sale	$ 1,091,921	$ 727

[1] Represents the total closed portfolio of assets (at amortized cost) designated in a portfolio method hedge relationship in which the hedged item is a stated layer that is expected to be remaining at the end of the hedging relationship. At December 31, 2025, the amortized cost of unsecured consumer loans and AFS securities, designated as the hedged items in the portfolio layer hedging relationship, was $575.0 million and $475.0 million, respectively.

8. Property, Equipment and Software, Net

Property, equipment and software, net, consist of the following:

	June 30, 2026	December 31, 2025
Software[1]	$ 263,966	$ 259,773
Land, building and building improvements[2]	97,569	81,601
Leasehold improvements	10,157	30,686
Computer equipment	7,528	5,829
Furniture and fixtures	4,469	5,554
Total property, equipment and software	383,689	383,443
Accumulated depreciation and amortization	(107,235)	(129,355)
Total property, equipment and software, net	$ 276,454	$ 254,088

[1] Includes $36.0 million and $28.3 million of development in progress for internally-developed software and $6.9 million and $6.8 million of development in progress to customize purchased software as of June 30, 2026 and December 31, 2025, respectively.

[2] Includes $7.7 million of building improvements in progress as December 31, 2025.

Depreciation and amortization expense on property, equipment and software was $15.4 million and $30.5 million for the second quarter and first half of 2026, respectively. Depreciation and amortization expense on property, equipment and software was $14.8 million and $27.9 million for the second quarter and first half of 2025, respectively.

The Company recognized impairment expense of $2.1 million on its internally-developed software for the second quarter and first half of 2026. This was recorded within "Depreciation and amortization" expense on the Income Statement. No impairment expense was recorded for the second quarter and first half of 2025.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

9. Goodwill and Intangible Assets

Goodwill

The Company's goodwill balance was $75.7 million as of both June 30, 2026 and December 31, 2025. The Company did not record any goodwill impairment expense during the second quarters and first halves of 2026 and 2025. Goodwill is not amortized, but is subject to annual impairment tests that are performed in the fourth quarter of each calendar year. For additional detail, see "*Part II – Item 8. Financial Statements and Supplementary Data – Note 1. Summary of Significant Accounting Policies*" in the Annual Report.

Intangible Assets

Intangible assets consist primarily of customer relationships. These intangible assets are amortized on an accelerated basis from ten to fourteen years.

Intangible assets, net of accumulated amortization, are included in "Other assets" on the Balance Sheet. The gross and net carrying values and accumulated amortization were as follows:

	June 30, 2026	December 31, 2025
Gross carrying value	$ 56,490	$ 56,490
Accumulated amortization	(50,457)	(49,071)
Net carrying value	$ 6,033	$ 7,419

Amortization expense associated with intangible assets for the second quarter and first half of 2026 was $0.6 million and $1.4 million, respectively. Amortization expense associated with intangible assets for the second quarter and first half of 2025 was $0.7 million and $1.5 million, respectively. There was no impairment loss for the second quarters and first halves of 2026 and 2025.

The expected future amortization expense for intangible assets as of June 30, 2026, is as follows:

2026	$ 1,250
2027	1,943
2028	1,179
2029	729
2030	456
Thereafter	476
Total	$ 6,033

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

10. Other Assets

Other assets consist of the following:

	June 30, 2026	December 31, 2025
Deferred tax assets, net[1]	$ 91,683	$ 96,159
Servicing assets[2]	73,066	65,326
Nonmarketable equity investments	49,153	48,462
Accrued interest receivable	46,929	43,918
Operating lease assets	9,403	12,942
Intangible assets, net[3]	6,033	7,419
Other	94,249	93,860
Total other assets	$ 370,516	$ 368,086

(1) See "*Note 15. Income Taxes*" for additional detail.

(2) Loans underlying servicing assets had a total outstanding principal balance of $8.3 billion and $7.6 billion as of June 30, 2026 and December 31, 2025, respectively.

(3) See "*Note 9. Goodwill and Intangible Assets*" for additional detail.

11. Deposits

Deposits consist of the following:

	June 30, 2026	December 31, 2025
Interest-bearing deposits:		
Savings and money market accounts	$ 7,059,536	$ 6,599,737
Certificates of deposit	2,858,839	2,434,422
Checking accounts	417,861	425,324
Total	10,336,236	9,459,483
Noninterest-bearing deposits	429,031	374,387
Total deposits	$ 10,765,267	$ 9,833,870

Total certificates of deposit at June 30, 2026 are scheduled to mature as follows:

2026	$ 1,576,853
2027	1,262,821
2028	6,792
2029	10,473
2030	1,259
Thereafter	641
Total certificates of deposit[1]	$ 2,858,839

(1) Certificates of deposit in excess of the FDIC insurance limit of $250 thousand per account holder totaled $163.6 million at June 30, 2026.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

12. Borrowings

The Company did not have any debt outstanding as of June 30, 2026 or December 31, 2025.

Borrowing Capacity

The following table summarizes the Company's available borrowing capacity and the related pledged collateral:

	June 30, 2026		December 31, 2025	
	Available Borrowing Capacity	Pledged Collateral[1]	Available Borrowing Capacity	Pledged Collateral[2]
FRB Discount Window	$ 3,446,444	$ 4,489,394	$ 3,294,827	$ 4,245,845
FHLB of Des Moines	672,819	843,283	679,361	861,913
Total	$ 4,119,263	$ 5,332,677	$ 3,974,188	$ 5,107,758

(1) As of June 30, 2026, the Company had $4.5 billion in loans pledged under the Federal Reserve System (FRB) Discount Window, and $467.7 million in loans and $375.6 million in securities available for sale at fair value pledged to the Federal Home Loan Bank (FHLB) of Des Moines.

(2) As of December 31, 2025, the Company had $4.2 billion in loans pledged under the FRB Discount Window, and $486.2 million in loans and $375.7 million in securities available for sale at fair value pledged to the FHLB of Des Moines.

13. Other Liabilities

Other liabilities consist of the following:

	June 30, 2026	December 31, 2025
Accounts payable and accrued expenses	$ 83,540	$ 87,341
Due to borrowers[1]	42,255	60,254
Payable to investors[2]	14,496	11,926
Operating lease liabilities	11,369	15,826
Other	64,648	58,171
Total other liabilities	$ 216,308	$ 233,518

(1) Represents originated loans for which disbursement of funds is pending to borrowers.

(2) Represents principal and interest on loans collected by the Company and pending disbursement to investors.

14. Equity

Share Repurchases

On November 4, 2025, the Company's Board of Directors approved a program to repurchase and acquire up to $100 million of the Company's common stock through December 31, 2026. During the six months ended June 30, 2026, the Company repurchased 1,221,938 shares of Happen, Inc. common stock on the open market at an average price of $16.68 per share and retired those shares upon repurchase.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Employee Incentive Plans

The Company's equity incentive plans provide for granting awards, including restricted stock units (RSUs), performance-based restricted stock units (PBRSUs), cash awards and stock options to employees, officers and directors.

Stock-based Compensation

Stock-based compensation expense, included in "Compensation and benefits" expense on the Income Statement, was as follows for the periods presented:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
RSUs	$ 6,708	$ 9,236	$ 14,237	$ 18,310
PBRSUs	1,258	1,270	2,263	2,117
Stock-based compensation expense, gross	7,966	10,506	16,500	20,427
Less: Capitalized stock-based compensation expense	1,012	1,441	1,972	2,843
Stock-based compensation expense, net	$ 6,954	$ 9,065	$ 14,528	$ 17,584

Restricted Stock Units

The following table summarizes the Company's RSU activity:

	Number of Units	Weighted-Average Grant Date Fair Value
Unvested at December 31, 2025	4,278,687	$ 10.73
Granted	1,979,722	$ 15.58
Vested	(1,867,714)	$ 9.50
Forfeited	(510,128)	$ 12.72
Unvested at June 30, 2026	3,880,567	$ 13.53

During the first half of 2026, the Company granted 1,979,722 RSUs with an aggregate fair value of $30.8 million.

As of June 30, 2026, there was $47.0 million of unrecognized compensation cost related to unvested RSUs, which is expected to be recognized over a weighted-average period of approximately 1.9 years, subject to any forfeitures.

Performance-based Restricted Stock Units

The Company's outstanding PBRSU awards consist of awards with a market-based metric and awards with an operating-based metric, all with a three-year performance period, following which any earned portion is immediately vested. With respect to PBRSU awards with a market-based metric, the compensation expense of the award is fixed at the time of grant (incorporating the probability of achieving the market-based metric) and expensed over the performance period. With respect to PBRSU awards with an operating-based metric, the compensation expense of the award is set at the time of grant (assuming a target level of achievement), subsequently adjusted for actual performance during the performance period and expensed over the performance/vesting period.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

The following table summarizes the Company's PBRSU activity:

	Number of Units	Weighted-Average Grant Date Fair Value
Unvested at December 31, 2025	1,160,819	$ 8.86
Granted	641,982	$ 14.72
Vested	(485,134)	$ 7.62
Forfeited	(43,690)	$ 12.88
Unvested at June 30, 2026	1,273,977	$ 12.14

During the first half of 2026, the Company granted 641,982 PBRSUs with an aggregate fair value of $9.4 million.

As of June 30, 2026, there was $10.0 million of unrecognized compensation cost related to unvested PBRSUs, which is expected to be recognized over a weighted-average period of approximately 1.8 years, subject to any forfeitures.

15. Income Taxes

For the second quarter and first half of 2026, the Company recorded an income tax expense of $17.5 million and $33.2 million, respectively, representing an effective tax rate of 23.1% and 23.2%, respectively. For the second quarter and first half of 2025, the Company recorded an income tax expense of $15.8 million and $19.8 million, respectively, representing an effective tax rate of 29.3% and 28.5%, respectively. The effective tax rate differs from the federal statutory rate primarily due to state taxes, the favorable impact of recurring items such as tax credits, the unfavorable impact of the non-deductible portions of executive compensation, and the net discrete impact of stock-based compensation. The decrease in the effective tax rate period over period was primarily driven by the discrete tax expense recognized in the second quarter of 2025 related to the revaluation of the Company's deferred tax assets following the enactment of California Senate Bill 132 on June 27, 2025, and the reduction in the overall effective state tax rate resulting from the law's requirement that banks and financial companies use a single-sales-factor apportionment formula, effective for tax years beginning in 2025.

The following table summarizes the Company's net deferred tax assets:

	June 30, 2026	December 31, 2025
Deferred tax assets, net of liabilities	$ 139,730	$ 144,206
Valuation allowance	(48,047)	(48,047)
Deferred tax assets, net of valuation allowance	$ 91,683	$ 96,159

16. Leases

Lessee Arrangements

Following the expiration of its prior headquarters lease, the Company relocated its headquarters in April 2026 to an office building in San Francisco, California.

The Company has various operating leases for office space in the Salt Lake City, Utah area, Boston, Massachusetts, and New York, New York, with remaining lease terms ranging from approximately two to three years as of June 30, 2026.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Balance sheet information related to leases was as follows:

ROU Assets and Lease Liabilities	Balance Sheet Classification	June 30, 2026	December 31, 2025
Operating lease assets	Other assets	$ 9,403	$ 12,942
Operating lease liabilities	Other liabilities	$ 11,369	$ 15,826

Net lease costs were $1.6 million and $4.4 million during the second quarter and first half of 2026, respectively. Such costs are recorded within "Occupancy" expense on the Income Statement. Net lease costs were $2.7 million and $5.5 million during the second quarter and first half of 2025, respectively.

The Company's future minimum undiscounted lease payments under operating leases as of June 30, 2026 were as follows:

	Operating Lease Payments
2026	$ 2,471
2027	5,010
2028	4,046
2029	909
Total lease payments	$ 12,436
Discount effect	(1,067)
Present value of future minimum lease payments	$ 11,369

The weighted-average remaining lease term and discount rate used in the calculation of the Company's operating lease assets and liabilities were as follows:

Lease Term and Discount Rate	June 30, 2026	December 31, 2025
Weighted-average remaining lease term (in years)	2.54	2.64
Weighted-average discount rate	4.32 %	4.56 %

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Lessor Arrangements

Operating Leases

The Company leases space in its office building to third-party tenants under operating lease agreements with initial term expiration dates extending until 2034. Some of the agreements include options to extend the lease term for an additional five years.

Rental income earned from such leases was as follows for the periods presented:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Rental income[1]	$ 1,415	$ 1,854	$ 3,407	$ 1,854

[1] Recorded in “Other non-interest income” on the Income Statement.

Future fixed lease payments to be received by the Company as of June 30, 2026, under non-cancelable operating leases, were as follows:

2026	$ 2,238
2027	3,356
2028	2,460
2029	1,932
2030	1,990
Thereafter	6,215
Total lease payments	$ 18,191

Sales-type Leases

The Company has sales-type leases for equipment (Equipment Finance). Such arrangements may include options to renew or to purchase the leased equipment at the end of the lease term.

Interest earned on Equipment Finance was as follows for the periods presented:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Interest earned[1]	$ 461	$ 709	$ 981	$ 1,556

[1] Recorded in “Interest on loans” on the Income Statement.

The components of Equipment Finance assets are as follows:

	June 30, 2026	December 31, 2025
Lease receivables	$ 17,418	$ 25,384
Unguaranteed residual asset values	18,631	17,907
Unearned income	(2,910)	(3,690)
Deferred costs	110	156
Total	$ 33,249	$ 39,757

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Future minimum lease payments based on maturity of the Company's sales-type leases as of June 30, 2026 were as follows:

2026	$	5,725
2027		7,292
2028		3,576
2029		1,381
Total lease payments	$	17,974
Discount effect		(556)
Present value of future minimum lease payments	$	17,418

17. Commitments and Contingencies

Operating Lease Commitments

For discussion regarding the Company's operating lease commitments, see "*Note 16. Leases.*"

Loan Repurchase Obligations

The Company is generally required to repurchase loans or interests therein from marketplace investors in cases of (i) confirmed identity theft or certain other types of fraud on the part of the borrower or a service provider; (ii) certain failures of loans to comply with the investor's purchase order or as an investor accommodation; or (iii) confirmed material breach of representations made with respect to such loans that result in a material adverse effect on such loan. The Company believes such provisions are customary and consistent with institutional loan and securitization market standards.

Unfunded Lending Commitments

As of June 30, 2026 and December 31, 2025, the contractual amount of unfunded lending commitments totaled $122.6 million and $98.2 million, respectively, of which $35.2 million and $52.0 million, respectively, are commitments for loans (at amortized cost) to be funded. See "*Note 4. Loans*" for additional detail related to the reserve for unfunded lending commitments.

Legal

The Company is subject to various claims brought in a litigation or regulatory context. These include lawsuits and regulatory exams, investigations, or inquiries. In accordance with applicable accounting standards, the Company accrues for costs related to contingencies when a loss from such claims is probable and the amount of loss can be reasonably estimated. In determining whether a loss from a claim is probable and the loss can be reasonably estimated, the Company reviews and evaluates its litigation and regulatory matters on at least a quarterly basis in light of potentially relevant factual and legal developments. If the Company determines an unfavorable outcome is not probable or the amount of loss cannot be reasonably estimated, the Company does not accrue for a potential litigation loss. In those situations, the Company discloses an estimate or range of the reasonably possible losses, if such estimates can be made.

Based on information available to the Company as of the date of this Report, the Company does not believe that the resolution of the pending claims will have a material adverse effect on its financial position, results of operations or cash flows.

Regulatory Examinations and Actions Relating to the Company's Business Practices, and Compliance with Applicable Laws

The Company is and has been subject to periodic inquiries, exams and enforcement actions brought by federal and state regulatory agencies relating to the Company's business practices, and operating in compliance with applicable laws.

In the past, the Company has successfully resolved such matters in a manner that was not material to its results of financial operations in any period and that did not materially limit the Company's ability to conduct its business. However, no assurances can be given as to the timing, outcome or consequences of these matters or other similar matters if or as they arise.

18. Regulatory Requirements

Happen, Inc. and Happen Bank are subject to comprehensive supervision, examination and enforcement, and regulation by the FRB and the Office of the Comptroller of the Currency (OCC), respectively, including generally similar capital adequacy requirements adopted by both agencies.

These requirements establish required minimum ratios for Common Equity Tier 1 (CET1) risk-based capital, Tier 1 risk-based capital, total risk-based capital and a Tier 1 leverage ratio; set risk-weighting for assets and certain other items for purposes of the risk-based capital ratios; and define what qualifies as capital for purposes of meeting the capital requirements. Failure to meet minimum capital requirements can result in certain mandatory and possibly additional discretionary actions by regulators that, if undertaken, could have a direct material effect on the Company. The minimum capital requirements under the Basel Committee on Banking Supervision standardized approach for U.S. banking organizations (Basel III) capital framework are: a CET1 risk-based capital ratio of 4.5%, a Tier 1 risk-based capital ratio of 6.0%, a total risk-based capital ratio of 8.0%, and a Tier 1 leverage ratio of 4.0%. Additionally, a capital conservation buffer of 2.5% must be maintained above the minimum risk-based capital requirements in order to avoid certain limitations on capital distributions, stock repurchases, and certain discretionary bonus payments. In addition to these guidelines, the regulators assess any particular institution's capital adequacy based on numerous factors and may require a particular banking organization to maintain capital at levels higher than the generally applicable minimums prescribed under the Basel III capital framework. The Federal Deposit Insurance Act provides for a system of "prompt corrective action" (PCA). The PCA framework provides for capitalization categories ranging from "well-capitalized" to "critically undercapitalized." An institution's PCA category is determined primarily by its regulatory capital ratios. The PCA requires remedial actions and imposes limitations that become increasingly stringent as its PCA capitalization category declines, including the ability to accept and/or rollover brokered deposits. At June 30, 2026 and December 31, 2025, the Company's and Happen Bank's regulatory capital ratios exceeded the thresholds required to be regarded as "well-capitalized" institutions and met all capital adequacy requirements to which they are subject. There have been no events or conditions since June 30, 2026 that management believes would change the Company's categorization.

The following table presents the actual capital amounts and ratios of the Company and Happen Bank as well as the regulatory minimum and “well capitalized” requirements (dollars in millions):

	June 30, 2026		December 31, 2025		Required Minimum[1]	Well-Capitalized Minimum
	Amount	Ratio	Amount	Ratio		
Happen, Inc.:						
CET1 capital[2]	$ 1,436.2	16.9 %	$ 1,342.6	17.4 %	7.0 %	N/A
Tier 1 capital	$ 1,436.2	16.9 %	$ 1,342.6	17.4 %	8.5 %	6.0 %
Total capital	$ 1,543.5	18.2 %	$ 1,441.0	18.7 %	10.5 %	10.0 %
Tier 1 leverage	$ 1,436.2	11.9 %	$ 1,342.6	12.0 %	4.0 %	N/A
Risk-weighted assets	$ 8,499.0	N/A	$ 7,696.1	N/A	N/A	N/A
Quarterly adjusted average assets	$ 12,048.2	N/A	$ 11,174.0	N/A	N/A	N/A
Happen Bank:						
CET1 capital[2]	$ 1,315.7	15.6 %	$ 1,183.9	15.5 %	7.0 %	6.5 %
Tier 1 capital	$ 1,315.7	15.6 %	$ 1,183.9	15.5 %	8.5 %	8.0 %
Total capital	$ 1,422.4	16.8 %	$ 1,281.8	16.8 %	10.5 %	10.0 %
Tier 1 leverage	$ 1,315.7	11.0 %	$ 1,183.9	10.7 %	4.0 %	5.0 %
Risk-weighted assets	$ 8,452.0	N/A	$ 7,652.0	N/A	N/A	N/A
Quarterly adjusted average assets	$ 11,987.1	N/A	$ 11,090.4	N/A	N/A	N/A

N/A – Not applicable
(1) Required minimums presented for risk-based capital ratios include the required capital conservation buffer of 2.5%.
(2) CET1 capital consists of common stockholders’ equity as defined under U.S. GAAP and certain adjustments made in accordance with regulatory capital guidelines, including deductions for goodwill and other intangible assets.

Federal laws and regulations limit the ability of national banks, such as Happen Bank, to pay dividends based upon, among other things, maintaining required levels of regulatory capital and retained net profits for the preceding two calendar years plus retained net profits up to the date of any dividend declaration in the current calendar year. Retained net profits, as defined by the OCC, consist of net income less dividends declared during the period. During the first quarter of 2025, Happen Bank paid a $50 million cash dividend to Happen, Inc. to return a capital contribution made by Happen, Inc. to Happen Bank in the second half of 2024. Happen Bank has not otherwise declared any dividends.

Federal law restricts the amount and the terms of both credit and non-credit transactions between a bank and its nonbank affiliates. These covered transactions may not exceed 10% of the bank’s capital and surplus (which for this purpose represents tier 1 and tier 2 capital, as calculated under the risk-based capital rules, plus the balance of the ACL excluded from tier 2 capital) with any single nonbank affiliate and 20% of the bank’s capital and surplus with all its nonbank affiliates. Covered transactions that are extensions of credit may require collateral to be pledged to provide added security to the bank.

19. Segment Reporting

Reportable Segments

The Company defines operating segments to be components of the Company for which discrete financial information is evaluated regularly by the Chief Operating Decision Maker (CODM) to allocate resources and evaluate financial performance. The measure of segment profit used by the CODM in this evaluation is net income. The CODM consists of the Company's Chief Executive Officer and Chief Financial Officer. This information is reviewed according to the legal organizational structure of the Company's operations with products and services presented separately for the parent bank holding company and its wholly-owned subsidiary, Happen Bank, which are both considered reportable segments. Income taxes are recorded on a separate entity basis whereby each operating segment determines income tax expense or benefit as if it filed a separate tax return.

Happen Bank

The Happen Bank operating segment represents the national bank legal entity and reflects operating activities after its formation. This segment provides a full complement of financial products and solutions, including loans and deposits. It originates loans to individuals and businesses, retains loans for investment, sells loans to marketplace investors and manages relationships with deposit holders.

Happen, Inc. (Parent Only)

The Happen, Inc. (Parent only) operating segment represents the holding company legal entity and predominately reflects the operations of the Company prior to the formation of Happen Bank. This activity includes, but is not limited to, servicing fee revenue on purchased servicing assets, and interest income and interest expense related to transactions entered into prior to Happen Bank's formation.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

Financial information for the segments is presented in the following tables:

	Happen Bank		Happen, Inc. (Parent only)		Total Reportable Segments	
Three Months Ended June 30,	**2026**	**2025**	**2026**	**2025**	**2026**	**2025**
Interest income:						
Interest income	$ 268,709	$ 236,958	$ 226	$ 139	$ 268,935	$ 237,097
Interest expense	(89,918)	(82,848)	—	—	(89,918)	(82,848)
Net interest income	178,791	154,110	226	139	179,017	154,249
Non-interest income:						
Origination fees[1]	163,656	87,574	350	4	164,006	87,578
Servicing fees[1]	5,638	2,512	5,147	7,652	10,785	10,164
Gain on sales of loans[1]	21,461	13,540	—	—	21,461	13,540
Net fair value adjustments[1]	(121,594)	(30,202)	449	2,333	(121,145)	(27,869)
Other non-interest income	11,317	14,095	1,677	1,789	12,994	15,884
Total non-interest income	80,478	87,519	7,623	11,778	88,101	99,297
Total net revenue	259,269	241,629	7,849	11,917	267,118	253,546
Provision for credit losses	10,917	(39,733)	—	—	10,917	(39,733)
Non-interest expense:						
Compensation and benefits	(66,728)	(60,207)	(1,493)	(1,782)	(68,221)	(61,989)
Marketing	(62,580)	(33,580)	—	—	(62,580)	(33,580)
Equipment and software	(15,814)	(14,474)	(32)	(21)	(15,846)	(14,495)
Depreciation and amortization	(17,742)	(14,251)	(410)	(1,209)	(18,152)	(15,460)
Professional services	(11,759)	(10,019)	(230)	(281)	(11,989)	(10,300)
Occupancy	(3,639)	(2,845)	(1,343)	(1,942)	(4,982)	(4,787)
Other non-interest expense	(16,928)	(15,557)	(3,680)	(3,661)	(20,608)	(19,218)
Total non-interest expense	(195,190)	(150,933)	(7,188)	(8,896)	(202,378)	(159,829)
Income tax expense	(17,174)	(13,534)	(335)	(2,272)	(17,509)	(15,806)
Net income[2]	$ 57,822	$ 37,429	$ 326	$ 749	$ 58,148	$ 38,178
Capital expenditures	$ 27,967	$ 90,694	$ —	$ —	$ 27,967	$ 90,694

(1) Prior period amounts have been reclassified to conform to the current period presentation. See "*Note 1. Summary of Significant Accounting Policies*" for additional information.
(2) Total net income from reportable segments reflects net income on a consolidated basis.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

	Happen Bank		Happen, Inc. (Parent only)		Total Reportable Segments	
Six Months Ended June 30,	**2026**	**2025**	**2026**	**2025**	**2026**	**2025**
Interest income:						
Interest income	$ 529,654	$ 468,713	$ 488	$ 443	$ 530,142	$ 469,156
Interest expense	(174,891)	(164,950)	—	—	(174,891)	(164,950)
Net interest income	354,763	303,763	488	443	355,251	304,206
Non-interest income:						
Origination fees[(1)]	293,644	157,507	450	15	294,094	157,522
Servicing fees[(1)]	10,980	2,710	10,138	12,564	21,118	15,274
Gain on sales of loans[(1)]	37,730	25,742	—	—	37,730	25,742
Net fair value adjustments[(1)]	(211,260)	(60,325)	1,190	3,205	(210,070)	(57,120)
Other non-interest income	22,447	27,036	3,805	3,780	26,252	30,816
Total non-interest income	153,541	152,670	15,583	19,564	169,124	172,234
Total net revenue	508,304	456,433	16,071	20,007	524,375	476,440
Provision for credit losses	10,527	(97,882)	—	—	10,527	(97,882)
Non-interest expense:						
Compensation and benefits	(130,823)	(117,070)	(2,912)	(3,308)	(133,735)	(120,378)
Marketing	(117,995)	(62,819)	—	—	(117,995)	(62,819)
Equipment and software	(31,107)	(29,093)	(32)	(46)	(31,139)	(29,139)
Depreciation and amortization	(32,734)	(26,794)	(1,237)	(2,575)	(33,971)	(29,369)
Professional services	(23,446)	(19,656)	(310)	(408)	(23,756)	(20,064)
Occupancy	(7,610)	(5,246)	(3,763)	(3,886)	(11,373)	(9,132)
Other non-interest expense	(34,224)	(30,004)	(5,724)	(7,974)	(39,948)	(37,978)
Total non-interest expense	(377,939)	(290,682)	(13,978)	(18,197)	(391,917)	(308,879)
Income tax expense	(32,069)	(18,406)	(1,165)	(1,424)	(33,234)	(19,830)
Net income[(2)]	$ 108,823	$ 49,463	$ 928	$ 386	$ 109,751	$ 49,849
Capital expenditures	$ 53,751	$ 103,760	$ —	$ —	$ 53,751	$ 103,760

(1) Prior period amounts have been reclassified to conform to the current period presentation. See "*Note 1. Summary of Significant Accounting Policies*" for additional information.
(2) Total net income from reportable segments reflects net income on a consolidated basis.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	**2025**	**2026**	**2025**
Total net revenue – reportable segments	$ 267,118	$ 253,546	$ 524,375	$ 476,440
Intercompany eliminations	(4,263)	(5,111)	(9,269)	(10,294)
Total net revenue – consolidated	$ 262,855	$ 248,435	$ 515,106	$ 466,146

Each expense item reported above represents the Company's "significant segment expenses" as they are separately evaluated by the CODM, with the exception of "Other non-interest expense" which represents "other segment items" and encompasses various miscellaneous operating expenses.

(Tabular Amounts in Thousands, Except Share and Per Share Amounts, Ratios, or as Noted)

	Happen Bank		Happen, Inc. (Parent only)		Total Reportable Segments	
	June 30, 2026	December 31, 2025	June 30, 2026	December 31, 2025	June 30, 2026	December 31, 2025
Assets						
Total cash and cash equivalents	$ 899,767	$ 901,246	$ 100,930	$ 127,087	$ 1,000,697	$ 1,028,333
Restricted cash	—	—	16,557	16,659	16,557	16,659
Securities available for sale at fair value	4,036,374	3,696,626	10,387	10,083	4,046,761	3,706,709
Loans held for sale at fair value	1,773,052	1,762,396	—	—	1,773,052	1,762,396
Loans held for investment at fair value	2,084,515	472,301	551	1,013	2,085,066	473,314
Loans and leases held for investment at amortized cost, net	2,993,252	3,997,069	—	—	2,993,252	3,997,069
Property, equipment and software, net	273,467	250,168	2,987	3,920	276,454	254,088
Investment in subsidiary	—	—	938,499	903,339	938,499	903,339
Goodwill	75,717	75,717	—	—	75,717	75,717
Other assets	340,699	316,488	33,683	72,323	374,382	388,811
Total assets	12,476,843	11,472,011	1,103,594	1,134,424	13,580,437	12,606,435
Liabilities and Equity						
Total deposits	10,854,299	9,948,426	—	—	10,854,299	9,948,426
Other liabilities	193,744	217,930	26,430	36,313	220,174	254,243
Total liabilities	11,048,043	10,166,356	26,430	36,313	11,074,473	10,202,669
Total equity	1,428,800	1,305,655	1,077,164	1,098,111	2,505,964	2,403,766
Total liabilities and equity	$ 12,476,843	$ 11,472,011	$ 1,103,594	$ 1,134,424	$ 13,580,437	$ 12,606,435

	June 30, 2026	December 31, 2025
Total assets – reportable segments	$ 13,580,437	$ 12,606,435
Intercompany eliminations	(1,031,397)	(1,038,619)
Total assets – consolidated	$ 12,549,040	$ 11,567,816

	June 30, 2026	December 31, 2025
Total liabilities and equity – reportable segments	$ 13,580,437	$ 12,606,435
Intercompany eliminations – liabilities	(92,898)	(135,281)
Intercompany eliminations – equity	(938,499)	(903,338)
Total liabilities and equity – consolidated	$ 12,549,040	$ 11,567,816

Concentration and Geographic Information

No individual borrower or marketplace investor accounted for 10% or more of total net revenue for any of the periods presented. All of the Company’s revenue is generated in the United States, and all of the long-lived assets are based in the United States.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the condensed consolidated financial statements and related notes that appear in this Quarterly Report on Form 10-Q (Report). In addition to historical condensed consolidated financial information, the following discussion contains forward-looking statements that reflect our plans, estimates and beliefs. Our actual results could differ materially from those discussed in the forward-looking statements. Factors that could cause or contribute to these differences include those discussed below and elsewhere in this Report, and in "Part I – Item 1A. Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2025 (Annual Report) and, if applicable, as modified by "Part II – Item 1A. Risk Factors" in this Report. The forward-looking statements included in this Report are made only as of the date hereof and we do not assume any obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Overview

On June 22, 2026, we changed our corporate name from LendingClub Corporation to Happen, Inc., and the name of our wholly-owned banking subsidiary from LendingClub Bank, National Association to Happen Bank, National Association (Happen Bank). Happen, Inc. operates a leading, nationally chartered, digital marketplace bank that leverages data and technology to increase access to credit, reduce borrowing costs, and improve returns on savings for our members. Happen, Inc. is registered as a bank holding company and operates the vast majority of its business through its wholly-owned subsidiary, Happen Bank.

Election of Fair Value Option

Effective January 1, 2026, we elected the fair value option to account for held for investment (HFI) loans that were originated on or after that date (fair value option election). Prior to this election, loans that were originated as HFI were, and will continue to be, accounted for at amortized cost, which required the initial recognition of a CECL allowance for lifetime expected credit losses. We believe that applying the fair value option, rather than amortized cost accounting with the CECL methodology, to HFI loans more accurately reflects the in-period economic performance of the loans by better aligning the value of the loan to its then fair value. Under the fair value option, origination fee revenue and marketing costs are recognized in earnings at the time of loan origination, rather than being deferred. Fair value adjustments on loans are recognized in current period earnings within "Net fair value adjustments" and include the impact of credit losses that previously would have been recorded as a provision expense under CECL. Further, by applying the fair value option to HFI loans, we are applying the same accounting methodology to all loans we originate on or after January 1, 2026, as both HFI and held for sale (HFS) loans are now measured at fair value.

Financial Highlights

We delivered several financial achievements in the second quarter of 2026, including total net revenue of $262.9 million, an increase of 6% compared to the same period in the prior year. This growth was primarily driven by an increase in loan origination volume, an increase in loan sales and loan sale pricing, as well as higher net interest income due to an increase in total interest-earning assets. Net income grew to $58.1 million, with diluted EPS of $0.50, compared to $38.2 million, with diluted EPS of $0.33, in the prior year.

The following tables summarize our selected financial data:

	As of and for the three months ended			As of and for the six months ended June 30,	
	June 30, 2026	March 31, 2026	June 30, 2025	2026	2025
Net interest income	$ 179,017	$ 176,234	$ 154,249	$ 355,251	$ 304,206
Non-interest income	83,838	76,017	94,186	159,855	161,940
Total net revenue	262,855	252,251	248,435	515,106	466,146
Provision for credit losses	(10,917)	390	39,733	(10,527)	97,882
Non-interest expense	198,115	184,533	154,718	382,648	298,585
Income before income tax expense	75,657	67,328	53,984	142,985	69,679
Income tax expense	(17,509)	(15,725)	(15,806)	(33,234)	(19,830)
Net income	$ 58,148	$ 51,603	$ 38,178	$ 109,751	$ 49,849
Diluted EPS	$ 0.50	$ 0.44	$ 0.33	$ 0.94	$ 0.43
Total loan originations (in millions)[1]	$ 3,145	$ 2,669	$ 2,433	$ 5,814	$ 4,465
Current period originations sold or held for sale	$ 2,039	$ 1,717	$ 1,702	$ 3,756	$ 3,016
Current period originations held for investment	$ 1,107	$ 952	$ 731	$ 2,059	$ 1,448
Total servicing portfolio (in millions)[2]	$ 14,596	$ 13,854	$ 12,524		
Loans serviced for others	$ 8,231	$ 7,750	$ 7,185		

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

	As of and for the three months ended			As of and for the six months ended June 30,	
	June 30, 2026	March 31, 2026	June 30, 2025	2026	2025
Performance Metrics:					
Net interest margin	6.14 %	6.28 %	6.14 %	6.21 %	6.05 %
Profit margin[3]	28.8 %	26.7 %	21.7 %	27.8 %	14.9 %
Return on average equity (ROE)[4]	15.1 %	13.7 %	11.1 %	14.4 %	7.3 %
Return on tangible common equity (ROTCE)[5][6]	15.9 %	14.5 %	11.8 %	15.2 %	7.8 %
Return on average total assets (ROA)[7]	1.9 %	1.8 %	1.5 %	1.8 %	1.0 %
Marketing expense as a % of loan originations[1]	1.99 %	2.08 %	1.38 %	2.03 %	1.41 %
Average balance - total loans and leases held for investment	$ 5,108,678	$ 4,797,639	$ 4,899,272	$ 4,954,018	$ 4,965,101
Net charge-offs - total loans and leases held for investment	$ 40,599	$ 42,493	$ 46,078	$ 83,092	$ 122,206
Net charge-off ratio - total loans and leases held for investment[8]	3.2 %	3.5 %	3.8 %	3.4 %	4.9 %
Capital Metrics:					
Common equity tier 1 capital ratio	16.9 %	17.0 %	17.5 %		
Tier 1 leverage ratio	11.9 %	11.9 %	12.2 %		
Book value per common share	$ 13.58	$ 13.19	$ 12.25		
Tangible book value per common share[6]	$ 12.89	$ 12.49	$ 11.53		

(1) Beginning in the first quarter of 2026, includes all loans originated during the respective periods (unsecured consumer loans, auto loans and small business loans). Previously this included unsecured consumer loans and auto loans only. Prior periods have been reclassified to conform to the current period presentation. See "*Non-Interest Income*" for additional information.

(2) Reflects loans serviced on our platform, which includes unsecured consumer loans and auto loans serviced for others for which servicing rights are retained by the Company.

(3) Calculated as the ratio of income before income tax expense to total net revenue.

(4) Calculated as annualized net income divided by average equity for the period presented.

(5) Calculated as annualized net income divided by average tangible common equity for the period presented.

(6) Represents a non-GAAP financial measure. See "*Non-GAAP Financial Measures*" for additional information.

(7) Calculated as annualized net income divided by average total assets for the period presented.

(8) Beginning in the first quarter of 2026, the net charge-off ratio is calculated as annualized net charge-offs for total loans and leases held for investment (at amortized cost and fair value) divided by average total outstanding loans and leases held for investment during the period. Prior to the first quarter of 2026, this was calculated based on loans and leases held for investment at amortized cost only. Prior period amounts have been reclassified to conform to the current period presentation.

	As of the period ended		
	June 30, 2026	March 31, 2026	June 30, 2025
Balance Sheet Data:			
Securities available for sale	$ 4,046,761	$ 3,867,576	$ 3,527,142
Loans held for sale	$ 1,773,052	$ 1,836,121	$ 1,008,168
Loans and leases held for investment	$ 5,078,318	$ 4,700,990	$ 4,765,068
Total loans and leases	$ 6,851,370	$ 6,537,111	$ 5,773,236
Total assets	$ 12,549,040	$ 11,939,839	$ 10,775,333
Total deposits[1]	$ 10,765,267	$ 10,189,511	$ 9,136,124
Total liabilities	$ 10,981,575	$ 10,416,311	$ 9,369,298
Total equity	$ 1,567,465	$ 1,523,528	$ 1,406,035

(1) As of June 30, 2026, Federal Deposit Insurance Corporation (FDIC)-insured deposits represent approximately 88% of total deposits.

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

Credit Quality Indicators

We evaluate the credit quality of our loan and leases held for investment based on delinquency status and payment activity. The following tables present loans and leases held for investment (at amortized cost and fair value) by delinquency status:

June 30, 2026	Current	30-59 Days	60-89 Days	90 or More Days	Total	Guaranteed Amount[1]
Unsecured consumer[2]	$ 3,966,514	$ 19,724	$ 16,249	$ 14,386	$ 4,016,873	$ —
Residential mortgages	146,498	—	—	962	147,460	—
Secured consumer	406,339	2,378	741	157	409,615	—
Total consumer loans held for investment	4,519,351	22,102	16,990	15,505	4,573,948	—
Equipment finance[3]	29,827	—	—	3,422	33,249	—
Commercial real estate[4]	490,680	1,765	—	6,373	498,818	38,783
Commercial and industrial	136,122	2,560	2,888	23,230	164,800	115,001
Total commercial loans and leases held for investment	656,629	4,325	2,888	33,025	696,867	153,784
Total loans and leases held for investment	$ 5,175,980	$ 26,427	$ 19,878	$ 48,530	$ 5,270,815	$ 153,784

December 31, 2025	Current	30-59 Days	60-89 Days	90 or More Days	Total	Guaranteed Amount[1]
Unsecured consumer[2]	$ 3,600,434	$ 24,075	$ 19,685	$ 18,929	$ 3,663,123	$ —
Residential mortgages	150,099	—	888	86	151,073	—
Secured consumer	257,063	3,015	596	395	261,069	—
Total consumer loans held for investment	4,007,596	27,090	21,169	19,410	4,075,265	—
Equipment finance[3]	35,973	696	—	3,088	39,757	—
Commercial real estate[4]	461,307	—	—	11,182	472,489	39,507
Commercial and industrial	133,526	1,540	1,878	20,074	157,018	108,826
Total commercial loans and leases held for investment	630,806	2,236	1,878	34,344	669,264	148,333
Total loans and leases held for investment	$ 4,638,402	$ 29,326	$ 23,047	$ 53,754	$ 4,744,529	$ 148,333

(1) Represents loan balances guaranteed by the Small Business Administration (SBA).

(2) Excludes basis adjustment for loans previously designated in fair value hedges under the portfolio layer method of $0.4 million and $1.6 million as of June 30, 2026 and December 31, 2025, respectively.

(3) Comprised of sales-type leases for equipment.

(4) Includes $309.9 million and $286.8 million in loans originated through the SBA as of June 30, 2026 and December 31, 2025, respectively.

The above summary should be read in conjunction with this Management's Discussion and Analysis of Financial Condition and Results of Operations in its entirety. For additional discussion related to our operating segments, see "*Segment Information*."

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

Results of Operations

The following tables set forth the Income Statement data for each of the periods presented:

	Three Months Ended			Change (%)	
	June 30, 2026	March 31, 2026	June 30, 2025[(1)]	Q2 2026 vs Q1 2026	Q2 2026 vs Q2 2025
Interest income:					
Interest on loans	$ 206,397	$ 199,897	$ 174,645	3 %	18 %
Interest on securities available for sale	55,114	54,411	55,339	1 %	— %
Other interest income	7,424	6,899	7,113	8 %	4 %
Total interest income	268,935	261,207	237,097	3 %	13 %
Interest expense:					
Interest on deposits	89,916	84,971	82,845	6 %	9 %
Other interest expense	2	2	3	— %	(33)%
Total interest expense	89,918	84,973	82,848	6 %	9 %
Net interest income	179,017	176,234	154,249	2 %	16 %
Non-interest income:					
Origination fees	164,006	130,088	87,578	26 %	87 %
Servicing fees	12,890	13,113	16,395	(2)%	(21)%
Gain on sales of loans	21,461	16,269	13,540	32 %	59 %
Net fair value adjustments	(121,145)	(88,925)	(27,869)	(36)%	(335)%
Other non-interest income	6,626	5,472	4,542	21 %	46 %
Total non-interest income	83,838	76,017	94,186	10 %	(11)%
Total net revenue	262,855	252,251	248,435	4 %	6 %
Provision for credit losses	(10,917)	390	39,733	N/M	N/M
Non-interest expense:					
Compensation and benefits	68,221	65,514	61,989	4 %	10 %
Marketing	62,580	55,415	33,580	13 %	86 %
Equipment and software	15,846	15,293	14,495	4 %	9 %
Depreciation and amortization	18,152	15,819	15,460	15 %	17 %
Professional services	11,989	11,767	10,300	2 %	16 %
Occupancy	4,982	6,391	4,787	(22)%	4 %
Other non-interest expense	16,345	14,334	14,107	14 %	16 %
Total non-interest expense	198,115	184,533	154,718	7 %	28 %
Income before income tax expense	75,657	67,328	53,984	12 %	40 %
Income tax expense	(17,509)	(15,725)	(15,806)	11 %	11 %
Net income	$ 58,148	$ 51,603	$ 38,178	13 %	52 %

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

	Six Months Ended June 30,		
	2026	**2025**[(1)]	**Change (%)**
Interest income:			
Interest on loans	$ 406,294	$ 340,818	19 %
Interest on securities available for sale	109,525	111,619	(2)%
Other interest income	14,323	16,719	(14)%
Total interest income	530,142	469,156	13 %
Interest expense:			
Interest on deposits	174,887	164,945	6 %
Other interest expense	4	5	(20)%
Total interest expense	174,891	164,950	6 %
Net interest income	355,251	304,206	17 %
Non-interest income:			
Origination fees	294,094	157,522	87 %
Servicing fees	26,003	29,143	(11)%
Gain on sales of loans	37,730	25,742	47 %
Net fair value adjustments	(210,070)	(57,120)	(268)%
Other non-interest income	12,098	6,653	82 %
Total non-interest income	159,855	161,940	(1)%
Total net revenue	515,106	466,146	11 %
Provision for credit losses	(10,527)	97,882	N/M
Non-interest expense:			
Compensation and benefits	133,735	120,378	11 %
Marketing	117,995	62,819	88 %
Equipment and software	31,139	29,139	7 %
Depreciation and amortization	33,971	29,369	16 %
Professional services	23,756	20,064	18 %
Occupancy	11,373	9,132	25 %
Other non-interest expense	30,679	27,684	11 %
Total non-interest expense	382,648	298,585	28 %
Income before income tax expense	142,985	69,679	105 %
Income tax expense	(33,234)	(19,830)	68 %
Net income	$ 109,751	$ 49,849	120 %

(1) Prior period amounts have been reclassified to conform to the current period presentation. See "*Notes to Condensed Consolidated Financial Statements – Note 1. Summary of Significant Accounting Policies*" for additional information.

The analysis below is presented for the following periods: Second quarter of 2026 compared to the first quarter of 2026 (sequential), second quarter of 2026 compared to the second quarter of 2025 (year over year) and first half of 2026 compared to the first half of 2025 (six months over six months).

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

Net Interest Income

The following tables present net interest income information for interest-earning assets and interest-bearing funding sources for the periods presented, as well as an analysis of changes in interest income and interest expense resulting from changes in volume and rate. The average yield/rate is calculated by dividing the annualized period-end interest income/expense by the average balance.

	Three Months Ended June 30, 2026			Three Months Ended March 31, 2026			Three Months Ended June 30, 2025		
	Average Balance	**Interest Income/ Expense**	**Average Yield/ Rate**	**Average Balance**	**Interest Income/ Expense**	**Average Yield/ Rate**	**Average Balance**	**Interest Income/ Expense**	**Average Yield/ Rate**
Interest-earning assets[1]									
Cash, cash equivalents, restricted cash and other	$ 825,029	$ 7,424	3.60 %	$ 775,385	$ 6,899	3.56 %	$ 679,603	$ 7,113	4.19 %
Securities available for sale at fair value	3,880,678	55,114	5.68 %	3,737,199	54,411	5.82 %	3,411,020	55,339	6.49 %
Loans held for sale at fair value	1,850,763	64,039	13.84 %	1,910,017	64,531	13.51 %	1,061,845	32,489	12.24 %
Loans held for investment at fair value	1,667,694	46,540	11.16 %	807,486	25,467	12.62 %	722,685	19,761	10.94 %
Loans and leases held for investment at amortized cost:									
Unsecured consumer loans	2,438,480	80,830	13.26 %	2,934,584	94,763	12.92 %	3,177,439	107,829	13.57 %
Commercial and secured consumer loans	1,002,504	14,988	5.98 %	1,055,569	15,136	5.74 %	999,148	14,566	5.83 %
Loans and leases held for investment at amortized cost	3,440,984	95,818	11.14 %	3,990,153	109,899	11.02 %	4,176,587	122,395	11.72 %
Total loans and leases held for investment	5,108,678	142,358	11.15 %	4,797,639	135,366	11.29 %	4,899,272	142,156	11.61 %
Total interest-earning assets	11,665,148	268,935	9.22 %	11,220,240	261,207	9.31 %	10,051,740	237,097	9.44 %
Cash and due from banks and restricted cash	25,687			26,343			38,746		
Allowance for loan and lease losses	(218,977)			(262,466)			(247,133)		
Other non-interest earning assets	695,671			668,486			633,711		
Total assets	$ 12,167,529			$ 11,652,603			$ 10,477,064		
Interest-bearing liabilities									
Interest-bearing deposits[2]:									
Savings and money market accounts	$ 6,897,169	$ 61,372	3.57 %	$ 6,694,780	$ 58,714	3.56 %	$ 6,152,936	$ 58,934	3.84 %
Certificates of deposit	2,736,658	27,381	4.01 %	2,488,015	25,174	4.10 %	1,997,980	22,469	4.51 %
Checking accounts	389,934	1,163	1.20 %	393,963	1,083	1.12 %	426,107	1,442	1.36 %
Interest-bearing deposits	10,023,761	89,916	3.60 %	9,576,758	84,971	3.60 %	8,577,023	82,845	3.87 %
Other interest-bearing liabilities	220	2	3.81 %	222	2	3.79 %	220	3	4.54 %
Total interest-bearing liabilities	10,023,981	89,918	3.60 %	9,576,980	84,973	3.60 %	8,577,243	82,848	3.87 %

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

	Three Months Ended June 30, 2026			Three Months Ended March 31, 2026			Three Months Ended June 30, 2025		
	Average Balance	Interest Income/ Expense	Average Yield/ Rate	Average Balance	Interest Income/ Expense	Average Yield/ Rate	Average Balance	Interest Income/ Expense	Average Yield/ Rate
Noninterest-bearing deposits	343,281			334,136			282,113		
Other liabilities	256,029			233,776			236,509		
Total liabilities	$ 10,623,291			$ 10,144,892			$ 9,095,865		
Total equity	$ 1,544,238			$ 1,507,711			$ 1,381,199		
Total liabilities and equity	$ 12,167,529			$ 11,652,603			$ 10,477,064		
Interest rate spread			5.62 %			5.71 %			5.57 %
Net interest income and net interest margin		$ 179,017	6.14 %		$ 176,234	6.28 %		$ 154,249	6.14 %

(1) Nonaccrual loans and any related income are included in their respective loan categories.

(2) Prior period amounts have been reclassified to conform to the current period presentation.

	Three Months Ended June 30, 2026 Compared to Three Months Ended March 31, 2026		
	Increase (Decrease) Due to Change in:		
	Average Volume[(1)]	Average Yield/Rate[(1)]	Total
Interest-earning assets			
Cash, cash equivalents, restricted cash and other	$ 445	$ 80	$ 525
Securities available for sale at fair value	2,058	(1,355)	703
Loans held for sale at fair value	(2,029)	1,537	(492)
Loans held for investment at fair value	24,311	(3,238)	21,073
Loans and leases held for investment at amortized cost	(15,280)	1,199	(14,081)
Total increase (decrease) in interest income on interest-earning assets	$ 9,505	$ (1,777)	$ 7,728
Interest-bearing liabilities			
Savings and money market accounts	$ 2,386	$ 272	$ 2,658
Certificates of deposit	2,729	(522)	2,207
Checking accounts	(10)	90	80
Interest-bearing deposits	5,105	(160)	4,945
Other interest-bearing liabilities	—	—	—
Total increase (decrease) in interest expense on interest-bearing liabilities	$ 5,105	$ (160)	$ 4,945
Increase (decrease) in net interest income	$ 4,400	$ (1,617)	$ 2,783

(1) Volume and rate changes have been allocated on a consistent basis using the respective percentage changes in average balances and average rates.

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

	Three Months Ended June 30, 2026 Compared to Three Months Ended June 30, 2025		
	Increase (Decrease) Due to Change in:		
	Average Volume[1]	Average Yield/Rate[1]	Total
Interest-earning assets			
Cash, cash equivalents, restricted cash and other	$ 1,393	$ (1,082)	$ 311
Securities available for sale at fair value	7,122	(7,347)	(225)
Loans held for sale at fair value	26,824	4,726	31,550
Loans held for investment at fair value	26,364	415	26,779
Loans and leases held for investment at amortized cost	(20,720)	(5,857)	(26,577)
Total increase (decrease) in interest income on interest-earning assets	$ 40,983	$ (9,145)	$ 31,838
Interest-bearing liabilities			
Savings and money market accounts	$ 6,825	$ (4,387)	$ 2,438
Certificates of deposit	7,611	(2,699)	4,912
Checking accounts	(117)	(162)	(279)
Interest-bearing deposits	14,319	(7,248)	7,071
Other interest-bearing liabilities	—	(1)	(1)
Total increase (decrease) in interest expense on interest-bearing liabilities	$ 14,319	$ (7,249)	$ 7,070
Increase (decrease) in net interest income	$ 26,664	$ (1,896)	$ 24,768

(1) Volume and rate changes have been allocated on a consistent basis using the respective percentage changes in average balances and average rates.

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

	Six Months Ended June 30, 2026			Six Months Ended June 30, 2025		
	Average Balance	Interest Income/ Expense	Average Yield/ Rate	Average Balance	Interest Income/ Expense	Average Yield/ Rate
Interest-earning assets[1]						
Cash, cash equivalents, restricted cash and other	$ 800,344	$ 14,323	3.58 %	$ 786,920	$ 16,719	4.25 %
Securities available for sale at fair value	3,809,335	109,525	5.75 %	3,404,333	111,619	6.56 %
Loans held for sale at fair value	1,880,226	128,570	13.68 %	891,975	54,303	12.18 %
Loans held for investment at fair value	1,239,966	72,007	11.61 %	822,395	45,171	10.99 %
Loans and leases held for investment at amortized cost:						
Unsecured consumer loans	2,685,162	175,593	13.08 %	3,137,066	212,552	13.55 %
Commercial and secured consumer loans	1,028,890	30,124	5.86 %	1,005,640	28,792	5.73 %
Loans and leases held for investment at amortized cost	3,714,052	205,717	11.08 %	4,142,706	241,344	11.65 %
Total loans and leases held for investment	4,954,018	277,724	11.21 %	4,965,101	286,515	11.54 %
Total interest-earning assets	11,443,923	530,142	9.27 %	10,048,329	469,156	9.34 %
Cash and due from banks and restricted cash	26,013			34,391		
Allowance for loan and lease losses	(240,601)			(243,350)		
Other non-interest earning assets	682,154			613,615		
Total assets	$ 11,911,489			$ 10,452,985		
Interest-bearing liabilities						
Interest-bearing deposits[2]:						
Savings and money market accounts	$ 6,796,534	$ 120,085	3.56 %	$ 6,034,746	$ 114,815	3.84 %
Certificates of deposit	2,613,024	52,555	4.06 %	2,085,592	47,335	4.58 %
Checking accounts	391,938	2,247	1.16 %	428,290	2,795	1.32 %
Interest-bearing deposits	9,801,496	174,887	3.60 %	8,548,628	164,945	3.89 %
Other interest-bearing liabilities	221	4	3.80 %	221	5	4.51 %
Total interest-bearing liabilities	9,801,717	174,891	3.60 %	8,548,849	164,950	3.89 %
Noninterest-bearing deposits	338,734			302,055		
Other liabilities	244,963			236,833		
Total liabilities	$ 10,385,414			$ 9,087,737		
Total equity	$ 1,526,075			$ 1,365,248		
Total liabilities and equity	$ 11,911,489			$ 10,452,985		
Interest rate spread			5.67 %			5.45 %
Net interest income and net interest margin		$ 355,251	6.21 %		$ 304,206	6.05 %

(1) Nonaccrual loans and any related income are included in their respective loan categories.

(2) Prior period amounts have been reclassified to conform to the current period presentation.

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

	Six Months Ended June 30, 2026 Compared to Six Months Ended June 30, 2025		
	Increase (Decrease) Due to Change in:		
	Average Volume[(1)]	Average Yield/Rate[(1)]	Total
Interest-earning assets			
Cash, cash equivalents, restricted cash and other	$ 280	$ (2,676)	$ (2,396)
Securities available for sale at fair value	12,476	(14,570)	(2,094)
Loans held for sale at fair value	66,835	7,432	74,267
Loans held for investment at fair value	24,116	2,720	26,836
Loans and leases held for investment at amortized cost	(24,139)	(11,488)	(35,627)
Total increase (decrease) in interest income on interest-earning assets	$ 79,568	$ (18,582)	$ 60,986
Interest-bearing liabilities			
Savings and money market accounts	$ 13,921	$ (8,651)	$ 5,270
Certificates of deposit	11,092	(5,872)	5,220
Checking accounts	(225)	(323)	(548)
Interest-bearing deposits	24,788	(14,846)	9,942
Other interest-bearing liabilities	—	(1)	(1)
Total increase (decrease) in interest expense on interest-bearing liabilities	$ 24,788	$ (14,847)	$ 9,941
Increase (decrease) in net interest income	$ 54,780	$ (3,735)	$ 51,045

(1) Volume and rate changes have been allocated on a consistent basis using the respective percentage changes in average balances and average rates.

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

Non-Interest Income

Non-interest income consists of the following:

	Three Months Ended			Change (%)	
	June 30, 2026	March 31, 2026	June 30, 2025	Q2 2026 vs Q1 2026	Q2 2026 vs Q2 2025
Origination fees	$ 164,006	$ 130,088	$ 87,578	26 %	87 %
Servicing fees	12,890	13,113	16,395	(2)%	(21)%
Gain on sales of loans	21,461	16,269	13,540	32 %	59 %
Net fair value adjustments	(121,145)	(88,925)	(27,869)	(36)%	(335)%
Other non-interest income	6,626	5,472	4,542	21 %	46 %
Total non-interest income	$ 83,838	$ 76,017	$ 94,186	10 %	(11)%

	Six Months Ended June 30,		
	2026	2025	Change (%)
Origination fees	$ 294,094	$ 157,522	87 %
Servicing fees	26,003	29,143	(11)%
Gain on sales of loans	37,730	25,742	47 %
Net fair value adjustments	(210,070)	(57,120)	(268)%
Other non-interest income	12,098	6,653	82 %
Total non-interest income	$ 159,855	$ 161,940	(1)%

Origination Fees

Origination fees are fees charged to borrowers in connection with the origination of a loan. As a result of our fair value option election, origination fees for newly originated HFI loans are now recognized in earnings at the time of origination, rather than being deferred and recognized over time under amortized cost accounting. Accordingly, origination fee revenue beginning in the first quarter of 2026 includes revenue from both HFI and HFS loan originations, whereas prior periods reflect HFS loan originations only.

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

The following tables present loan origination volume during each of the periods set forth below, as well as the volume of loans originated under the fair value option, which is a key driver of origination fee revenue:

	Three Months Ended			Change (%)	
	June 30, 2026	March 31, 2026	June 30, 2025	Q2 2026 vs Q1 2026	Q2 2026 vs Q2 2025
Current period originations sold or held for sale	$ 2,038,544	$ 1,717,275	$ 1,702,108	19 %	20 %
Current period originations held for investment	1,106,631	951,898	730,702	16 %	51 %
Total loan originations[1]	$ 3,145,175	$ 2,669,173	$ 2,432,810	18 %	29 %
Fair value option loan originations	$ 3,145,175	$ 2,669,173	$ 1,702,108	18 %	85 %

	Six Months Ended June 30,		
	2026	2025	Change (%)
Current period originations sold or held for sale	$ 3,755,819	$ 3,016,372	25 %
Current period originations held for investment	2,058,529	1,448,155	42 %
Total loan originations[1]	$ 5,814,348	$ 4,464,527	30 %
Fair value option loan originations	$ 5,814,348	$ 3,016,372	93 %

[1] Beginning in the first quarter of 2026, includes all loans originated during the respective periods (unsecured consumer loans, auto loans and small business loans). Previously this included unsecured consumer loans and auto loans only. In the second and first quarters of 2026, this update included small business loan originations of $38 million and $15 million, respectively. Prior periods have been reclassified to conform to the current period presentation.

Sequential: Origination fees were $164.0 million and $130.1 million for the second and first quarters of 2026, respectively, an increase of 26%.

Year Over Year: Origination fees were $164.0 million and $87.6 million for the second quarter of 2026 and 2025, respectively, an increase of 87%.

Six Months Over Six Months: Origination fees were $294.1 million and $157.5 million for the first halves of 2026 and 2025, respectively, an increase of 87%.

The increases in origination fees were primarily driven by higher loan origination volume, including HFI loan originations which contribute to origination fee revenue following our election of the fair value option.

Servicing Fees

We receive servicing fees to compensate us for servicing loans on behalf of marketplace investors, including managing payments from borrowers and remittances to those investors. Servicing fee revenue related to loans sold also includes the change in fair value of servicing assets associated with the loans.

The tables below illustrate the average balance of loans sold and subsequently serviced on behalf of the investors on our marketplace platform (in millions):

	Three Months Ended			Change (%)	
	June 30, 2026	March 31, 2026	June 30, 2025	Q2 2026 vs Q1 2026	Q2 2026 vs Q2 2025
Average AUM – Loans sold	$ 7,991	$ 7,676	$ 7,158	4 %	12 %

	Six Months Ended June 30,		
	2026	2025	Change (%)
Average AUM – Loans sold	$ 7,861	$ 7,174	10 %

In addition to the loans serviced on our marketplace platform, we serviced $37.2 million, $38.3 million and $52.8 million in outstanding principal balance of commercial loans sold as of June 30, 2026, March 31, 2026 and June 30, 2025, respectively.

Sequential: Servicing fees were $12.9 million and $13.1 million for the second and first quarters of 2026, respectively, a decrease of 2%. The decrease was primarily driven by an increase in fair value amortization of the servicing asset, partially offset by higher servicing fees as a result of an increase in the average principal balance of loans serviced.

Year Over Year: Servicing fees were $12.9 million and $16.4 million for the second quarter of 2026 and 2025, respectively, a decrease of 21%. The decrease was primarily driven by an increase in fair value amortization of the servicing asset and a reduction in collection fees on delinquent loans, partially offset by higher servicing fees as a result of an increase in the average principal balance of loans serviced.

Six Months Over Six Months: Servicing fees were $26.0 million and $29.1 million for the first halves of 2026 and 2025, respectively, a decrease of 11%. The decrease was primarily driven by an increase in fair value amortization of the servicing asset and a reduction in collection fees on delinquent loans, partially offset by higher servicing fees as a result of an increase in the average principal balance of loans serviced.

Gain on Sales of Loans

In connection with loan sales to marketplace investors, we capitalize the initial fair value of servicing rights. A gain or loss is recorded based on the level to which the contractual servicing fee is above or below an estimated market rate of servicing at the time of sale. Additionally, we recognize transaction costs, if any, as a loss on sale of loans.

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

The following tables present the unpaid principal balance of the volume of loans sold, which is a key driver of our gain on sales revenue, during each of the periods set forth below:

	Three Months Ended			Change (%)	
	June 30, 2026	**March 31, 2026**	**June 30, 2025**	**Q2 2026 vs Q1 2026**	**Q2 2026 vs Q2 2025**
Loans sold	$ 1,859,157	$ 1,407,187	$ 1,242,740	32 %	50 %

	Six Months Ended June 30,		
	2026	**2025**	**Change (%)**
Loans sold	$ 3,266,344	$ 2,360,713	38 %

Sequential: Gain on sales of loans was $21.5 million and $16.3 million for the second and first quarters of 2026, respectively, an increase of 32%.

Year Over Year: Gain on sales of loans was $21.5 million and $13.5 million for the second quarter of 2026 and 2025, respectively, an increase of 59%.

Six Months Over Six Months: Gain on sales of loans was $37.7 million and $25.7 million for the first halves of 2026 and 2025, respectively, an increase of 47%.

The increases in gain on sales of loans were primarily driven by the increase in the volume of loans sold.

Net Fair Value Adjustments

We record adjustments to the carrying value of loans, for which we have elected to account for under the fair value option, to reflect their fair value. These adjustments include gains or losses from sale prices in excess of or less than the loan principal amount sold and realized net charge-offs. In addition, as loans are held on the Balance Sheet, incremental fair value adjustments on the loans are recorded in "Net fair value adjustments" within "Non-interest income," whereas the associated interest income is recorded within "Net interest income."

As a result of our fair value option election, net fair value adjustments beginning in the first quarter of 2026 include adjustments related to newly originated HFI loans in addition to HFS and purchased HFI loans measured at fair value, whereas prior periods included only HFS and purchased HFI loans.

The following tables present the volume of loans originated under the fair value option, which is a key driver of the initial recognition of fair value adjustments:

	Three Months Ended			Change (%)	
	June 30, 2026	**March 31, 2026**	**June 30, 2025**	**Q2 2026 vs Q1 2026**	**Q2 2026 vs Q2 2025**
Fair value option loan originations	$ 3,145,175	$ 2,669,173	$ 1,702,108	18 %	85 %

	Six Months Ended June 30,		
	2026	**2025**	**Change (%)**
Fair value option loan originations	$ 5,814,348	$ 3,016,372	93 %

Sequential: Net fair value adjustments were $(121.1) million and $(88.9) million for the second and first quarters of 2026, respectively, an increased negative fair value adjustment of $32.2 million.

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

Year Over Year: Net fair value adjustments were $(121.1) million and $(27.9) million for the second quarter of 2026 and 2025, respectively, an increased negative fair value adjustment of $93.3 million.

Six Months Over Six Months: Net fair value adjustments were $(210.1) million and $(57.1) million for the first halves of 2026 and 2025, respectively, an increased negative fair value adjustment of $153.0 million.

The increases in net fair value adjustments were primarily driven by a higher volume of loans originated under the fair value option, resulting in greater initial fair value marks, as well as recurring fair value adjustments on a higher balance of loans measured at fair value.

See "*Notes to Condensed Consolidated Financial Statements – Note 5. Fair Value Measurements*" for additional information on the significant unobservable inputs used in the fair value measurement of HFI and HFS loans, as well as activity within these loan portfolios.

Other Non-interest Income

Other non-interest income primarily consists of (i) rental income earned from third-party tenants under operating lease agreements and (ii) referral revenue that relates to fees earned from third-party companies when customers referred by us consider or purchase products or services from such third-party companies. The tables below illustrate the composition of other non-interest income for each period presented:

	Three Months Ended			Change (%)	
	June 30, 2026	**March 31, 2026**	**June 30, 2025**	**Q2 2026 vs Q1 2026**	**Q2 2026 vs Q2 2025**
Rental income	$ 1,415	$ 1,992	$ 1,854	(29)%	(24)%
Referral revenue	3,372	1,970	855	71 %	294 %
Other	1,839	1,510	1,833	22 %	— %
Other non-interest income	$ 6,626	$ 5,472	$ 4,542	21 %	46 %

	Six Months Ended June 30,		
	2026	**2025**	**Change (%)**
Rental income	$ 3,407	$ 1,854	84 %
Referral revenue	5,342	1,595	235 %
Other	3,349	3,204	5 %
Other non-interest income	$ 12,098	$ 6,653	82 %

Provision for Credit Losses

The allowance for loan and lease losses (ALLL) for lifetime expected losses under CECL on loans and leases HFI at amortized cost is initially recognized as "Provision for credit losses" at the time of origination. The ALLL is estimated using a discounted cash flow (DCF) approach, where effective interest rates are used to calculate the net present value (NPV) of expected cash flows. The effective interest rates are calculated based on the periodic interest income received from the loan's contractual cash flows and the net investment in the loan, which includes deferred origination fees and marketing costs, to provide a constant rate of return over the loan term. The NPV from the DCF approach is then compared to the amortized cost basis of the loans and leases to determine the ALLL. Under the DCF approach, the provision for credit losses in subsequent periods includes a credit loss expense related to the discounting effect due to the passage of time after the initial recognition of the ALLL on originated loans and leases HFI at amortized cost.

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

As a result of our fair value option election for HFI loans originated on or after January 1, 2026, there will no longer be an initial recognition of an allowance for lifetime expected credit losses as required under amortized cost accounting. Therefore, following this election, the provision for credit losses reflects changes in credit loss assumptions associated with HFI loans originated prior to January 1, 2026 that continue to be accounted for at amortized cost.

The table below illustrates the composition of the provision for credit losses for each period presented, as well as the loan originations HFI at amortized cost during each period, which was a key driver for credit loss expense:

	Three Months Ended			Six Months Ended June 30,	
	June 30, 2026	March 31, 2026	June 30, 2025	2026	2025
Credit loss (benefit) expense for loans and leases held for investment at amortized cost	$ (10,885)	$ 846	$ 40,596	$ (10,039)	$ 96,978
Credit loss expense (benefit) for securities available for sale	165	(277)	(819)	(112)	502
Credit loss (benefit) expense for unfunded lending commitments	(197)	(179)	(44)	(376)	402
Total provision for credit losses	$ (10,917)	$ 390	$ 39,733	$ (10,527)	$ 97,882
Loan originations held for investment at amortized cost[1]	$ —	$ —	$ 730,702	$ —	$ 1,448,155
Balance of loans and leases held for investment at amortized cost, net	$ 2,993,252	$ 3,463,140	$ 4,133,332	$ 2,993,252	$ 4,133,332

(1) Prior period amounts were reclassified to include small business loan origination volume. See "*Overview*" for additional information.

Sequential: The provision benefit was $10.9 million for the second quarter of 2026 compared to a provision expense of $0.4 million for the first quarter of 2026. The change in provision was primarily due to strong credit performance, including lower observed net charge-offs and an improved credit outlook on our loan portfolio.

Year Over Year: The provision benefit was $10.9 million for the second quarter of 2026 compared to a provision expense of $39.7 million for the second quarter of 2025. The change in provision was primarily due to our election of the fair value option in 2026, under which newly originated HFI loans no longer required an initial allowance for credit losses (ACL). The second quarter of 2026 also reflected strong credit performance, including lower observed net charge-offs and an improved credit outlook on our loan portfolio.

Six Months Over Six Months: The provision benefit was $10.5 million for the first half of 2026 compared to a provision expense of $97.9 million for the first half of 2025. The change in provision was primarily due to our election of the fair value option in 2026, under which newly originated HFI loans no longer required an initial ACL. The first half of 2026 also reflected strong credit performance, including lower observed net charge-offs and an improved credit outlook on our loan portfolio.

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

Allowance for Credit Losses

The activity in the ACL was as follows:

	Three Months Ended			Six Months Ended June 30,	
	June 30, 2026	March 31, 2026	June 30, 2025	2026	2025
Allowance for loan and lease losses:					
Beginning of period	$ 237,697	$ 275,743	$ 244,193	$ 275,743	$ 236,734
Credit loss (benefit) expense for loans and leases held for investment at amortized cost	(10,885)	846	40,596	(10,039)	96,978
Charge-offs	(46,427)	(52,770)	(49,854)	(99,197)	(116,430)
Recoveries	12,508	13,878	18,054	26,386	35,707
End of period	$ 192,893	$ 237,697	$ 252,989	$ 192,893	$ 252,989
Allowance for securities available for sale:					
Beginning of period	$ 3,816	$ 4,093	$ 4,848	$ 4,093	$ 3,527
Credit loss expense (benefit) for securities available for sale	165	(277)	(819)	(112)	502
End of period	$ 3,981	$ 3,816	$ 4,029	$ 3,981	$ 4,029
Reserve for unfunded lending commitments:					
Beginning of period	$ 830	$ 1,009	$ 1,629	$ 1,009	$ 1,183
Credit loss (benefit) expense for unfunded lending commitments	(197)	(179)	(44)	(376)	402
End of period[1]	$ 633	$ 830	$ 1,585	$ 633	$ 1,585

(1) Relates to $35.2 million, $44.1 million and $103.4 million of unfunded commitments as of June 30, 2026, March 31, 2026 and June 30, 2025, respectively.

The following table presents the components of the ALLL:

	June 30, 2026	March 31, 2026	June 30, 2025
Gross allowance for loan and lease losses[1]	$ 227,500	$ 274,256	$ 293,707
Recovery asset value[2]	(34,607)	(36,559)	(40,718)
Allowance for loan and lease losses	$ 192,893	$ 237,697	$ 252,989

(1) Represents the allowance for future estimated net charge-offs on existing portfolio balances.

(2) Represents a negative allowance for expected recoveries of amounts previously charged-off.

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

	June 30, 2026	March 31, 2026	June 30, 2025
Total loans and leases held for investment at amortized cost	$ 3,186,145	$ 3,700,837	$ 4,386,321
Allowance for loan and lease losses	$ 192,893	$ 237,697	$ 252,989
Allowance ratio[1]	6.1 %	6.4 %	5.8 %
Gross allowance for loan and lease losses	$ 227,500	$ 274,256	$ 293,707
Gross allowance ratio[1]	7.1 %	7.4 %	6.7 %

(1) Calculated as ALLL or gross ALLL, where applicable, to total loans and leases held for investment at amortized cost.

Net Charge-Offs

The following table presents information regarding average loan and lease balances at amortized cost, the associated net charge-offs and the annualized ratio of net charge-offs to average outstanding loans and leases HFI at amortized cost, net, during the period. Net charge-offs are impacted by the expected timing of the charge-offs, anticipated recoveries and the age of the overall portfolio.

	Three Months Ended			Six Months Ended June 30,	
	June 30, 2026	March 31, 2026	June 30, 2025	2026	2025
Average loans and leases held for investment at amortized cost	$ 3,440,984	$ 3,990,153	$ 4,176,587	$ 3,714,052	$ 4,142,706
Net charge-offs	$ 33,919	$ 38,892	$ 31,800	$ 72,811	$ 80,723
Net charge-off ratio	3.9 %	3.9 %	3.0 %	3.9 %	3.9 %

Nonaccrual

Loans and leases are generally placed on nonaccrual status when contractually past due 90 days or more, or earlier if management believes that the probability of collection does not warrant further accrual. Unsecured consumer loans are generally charged-off when a borrower is contractually 120 days past due.

The following table presents nonaccrual loans and leases HFI at amortized cost:

	June 30, 2026	March 31, 2026	June 30, 2025
Nonaccrual loans and leases held for investment at amortized cost	$ 55,319	$ 58,726	$ 56,964
% of total loans and leases held for investment at amortized cost	1.7 %	1.6 %	1.3 %

For additional information on the ACL and nonaccrual loans and leases, see "*Item 8. Financial Statements and Supplementary Data – Notes to Consolidated Financial Statements – Note 1. Summary of Significant Accounting Policies*" in our Annual Report and "*Notes to Condensed Consolidated Financial Statements – Note 4. Loans*" in this Report.

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

Non-Interest Expense

Non-interest expense primarily consists of (i) compensation and benefits, which include salaries and wages, benefits and stock-based compensation expense, (ii) marketing, which includes costs attributable to borrower and deposit customer acquisition efforts and building general brand awareness, (iii) equipment and software, (iv) depreciation and amortization, (v) professional services, which primarily consist of consulting fees, and (vi) occupancy, which includes rent expense and all other costs related to occupying our office spaces.

	Three Months Ended			Change (%)	
	June 30, 2026	March 31, 2026	June 30, 2025	Q2 2026 vs Q1 2026	Q2 2026 vs Q2 2025
Non-interest expense:					
Compensation and benefits	$ 68,221	$ 65,514	$ 61,989	4 %	10 %
Marketing	62,580	55,415	33,580	13 %	86 %
Equipment and software	15,846	15,293	14,495	4 %	9 %
Depreciation and amortization	18,152	15,819	15,460	15 %	17 %
Professional services	11,989	11,767	10,300	2 %	16 %
Occupancy	4,982	6,391	4,787	(22)%	4 %
Other non-interest expense	16,345	14,334	14,107	14 %	16 %
Total non-interest expense	$ 198,115	$ 184,533	$ 154,718	7 %	28 %

	Six Months Ended June 30,		
	2026	2025	Change (%)
Non-interest expense:			
Compensation and benefits	$ 133,735	$ 120,378	11 %
Marketing	117,995	62,819	88 %
Equipment and software	31,139	29,139	7 %
Depreciation and amortization	33,971	29,369	16 %
Professional services	23,756	20,064	18 %
Occupancy	11,373	9,132	25 %
Other non-interest expense	30,679	27,684	11 %
Total non-interest expense	$ 382,648	$ 298,585	28 %

Compensation and Benefits

Sequential: Compensation and benefits expense increased $2.7 million, or 4%, for the second quarter of 2026 compared to the first quarter of 2026. The increase in compensation and benefits expense was primarily due to an increase in variable compensation expense.

Year Over Year: Compensation and benefits expense increased $6.2 million, or 10%, for the second quarter of 2026 compared to the same period in 2025. The increase was primarily due to an increase in headcount.

Six Months Over Six Months: Compensation and benefits expense increased $13.4 million, or 11%, for the first half of 2026 compared to the same period in 2025. The increase in compensation and benefits expense was primarily due to an increase in headcount.

Marketing

As a result of our fair value option election, marketing expenses associated with newly originated HFI loans are now recognized in current period earnings at the time of origination, rather than being deferred and recognized over time under amortized cost accounting. Accordingly, marketing expense for the first half of 2026 includes costs associated with the origination of both HFI and HFS loans, whereas prior periods reflect only marketing expenses related to the origination of HFS loans.

Sequential: Marketing expense increased $7.2 million, or 13%, for the second quarter of 2026 compared to the first quarter of 2026.

Year Over Year: Marketing expense increased $29.0 million, or 86%, for the second quarter of 2026 compared to the same period in 2025.

Six Months Over Six Months: Marketing expense increased $55.2 million, or 88%, for the first half of 2026 compared to the same period in 2025.

The increases in marketing expense were primarily due to an increase in variable marketing expenses based on higher origination volume. In addition, marketing expense for 2026 includes the immediate recognition of marketing costs for newly originated HFI loans under the fair value option.

Equipment and Software

Sequential: Equipment and software expense remained relatively flat for the second quarter of 2026 compared to the first quarter of 2026.

Year Over Year: Equipment and software expense increased $1.4 million, or 9%, for the second quarter of 2026 compared to the same period in 2025.

Six Months Over Six Months: Equipment and software expense increased $2.0 million, or 7%, for the first half of 2026 compared to the same period in 2025.

The increases in equipment and software expense were primarily due to an increase in software license expense and cloud services.

Depreciation and Amortization

Sequential: Depreciation and amortization expense increased $2.3 million, or 15%, for the second quarter of 2026 compared to the first quarter of 2026.

Year Over Year: Depreciation and amortization expense increased $2.7 million, or 17%, for the second quarter of 2026 compared to the same period in 2025.

Six Months Over Six Months: Depreciation and amortization expense increased $4.6 million, or 16%, for the first half of 2026 compared to the same period in 2025.

The increases in depreciation and amortization expense were primarily due to impairment of internally-developed software recognized in the second quarter of 2026 and an increase in the amortization of internally-developed software placed into service.

Professional Services

Sequential: Professional services remained relatively flat for the second quarter of 2026 compared to the first quarter of 2026.

Year Over Year: Professional services increased $1.7 million, or 16%, for the second quarter of 2026 compared to the same period in 2025.

Six Months Over Six Months: Professional services increased $3.7 million, or 18%, for the first half of 2026 compared to the same period in 2025.

The increases in professional services expense were primarily due to an increase in business consulting services.

Occupancy

Sequential: Occupancy expense decreased $1.4 million, or 22%, for the second quarter of 2026 compared to the first quarter of 2026.

Year Over Year: Occupancy expense remained relatively flat for the second quarter of 2026 compared to the same period in 2025.

Six Months Over Six Months: Occupancy expense increased $2.2 million, or 25%, for the first half of 2026 compared to the same period in 2025.

The changes in occupancy expense were primarily due to costs incurred in the first quarter of 2026 in connection with the relocation of our headquarters, partially offset by the expiration of our former headquarters' lease in April 2026.

Other non-interest expense

Sequential: Other non-interest expense increased $2.0 million, or 14%, for the second quarter of 2026 compared to the first quarter of 2026.

Year Over Year: Other non-interest expense increased $2.2 million, or 16%, for the second quarter of 2026 compared to the same period in 2025.

Six Months Over Six Months: Other non-interest expense increased $3.0 million, or 11%, for the first half of 2026 compared to the same period in 2025.

The changes in other non-interest expense were primarily due to changes in miscellaneous operating expenses.

Income Taxes

For the second quarter and first half of 2026, we recorded an income tax expense of $17.5 million and $33.2 million, respectively, representing an effective tax rate of 23.1% and 23.2%, respectively. For the second quarter and first half of 2025, we recorded an income tax expense of $15.8 million and $19.8 million, respectively, representing an effective tax rate of 29.3% and 28.5%, respectively. The effective tax rate differs from the federal statutory rate primarily due to state taxes, the favorable impact of recurring items such as tax credits, the unfavorable impact of the non-deductible portions of executive compensation, and the net discrete impact of stock-based compensation. The decrease in the effective tax rate period over period was primarily driven by the discrete tax expense recognized in the second quarter of 2025 related to the revaluation of our deferred tax assets following the enactment of California Senate Bill 132 on June 27, 2025, and the reduction in the overall effective state tax rate resulting from the law's requirement that banks and financial companies use a single-sales-factor apportionment formula, effective for tax years beginning in 2025.

As of June 30, 2026, we maintained a valuation allowance of $48.0 million related to certain state net operating loss carryforwards (NOLs) and state tax credit carryforwards. The realization and timing of any remaining state NOLs and state tax credit carryforwards is uncertain and may expire before being utilized, based primarily on limitations related to the allocation of taxable income to the Parent and not related to our earnings. Changes to deferred tax asset valuation allowances and liabilities related to uncertain tax positions are recorded as current period income tax expense or benefit.

Income taxes are recorded on a separate entity basis whereby each operating segment determines income tax expense or benefit as if it filed a separate tax return. Differences between separate entity and consolidated tax returns are eliminated upon consolidation.

Segment Information

Reportable Segments

We define operating segments to be components of the Company for which discrete financial information is evaluated regularly by the Chief Operating Decision Maker (CODM) to allocate resources and evaluate financial performance. The measure of segment profit used by the CODM in this evaluation is net income. The CODM consists of our Chief Executive Officer and Chief Financial Officer. This information is reviewed according to the legal organizational structure of our operations with products and services presented separately for the parent bank holding company and its wholly-owned subsidiary, Happen Bank, which are both considered reportable segments. Income taxes are recorded on a separate entity basis whereby each operating segment determines income tax expense or benefit as if it filed a separate tax return.

Happen Bank

The Happen Bank operating segment represents the national bank legal entity and reflects operating activities after its formation. This segment provides a full complement of financial products and solutions, including loans and deposits. It originates loans to individuals and businesses, retains loans for investment, sells loans to marketplace investors and manages relationships with deposit holders.

Happen, Inc. (Parent Only)

The Happen, Inc. (Parent only) operating segment represents the holding company legal entity and predominately reflects the operations of the Company prior to the formation of Happen Bank. This activity includes, but is not limited to, servicing fee revenue on purchased servicing assets, and interest income and interest expense related to transactions entered into prior to Happen Bank's formation.

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

Financial information for the segments is presented in the following tables:

	Happen Bank		Happen, Inc. (Parent only)		Total Reportable Segments	
Three Months Ended June 30,	**2026**	**2025**	**2026**	**2025**	**2026**	**2025**
Interest income:						
Interest income	$ 268,709	$ 236,958	$ 226	$ 139	$ 268,935	$ 237,097
Interest expense	(89,918)	(82,848)	—	—	(89,918)	(82,848)
Net interest income	178,791	154,110	226	139	179,017	154,249
Non-interest income:						
Origination fees[(1)]	163,656	87,574	350	4	164,006	87,578
Servicing fees[(1)]	5,638	2,512	5,147	7,652	10,785	10,164
Gain on sales of loans[(1)]	21,461	13,540	—	—	21,461	13,540
Net fair value adjustments[(1)]	(121,594)	(30,202)	449	2,333	(121,145)	(27,869)
Other non-interest income	11,317	14,095	1,677	1,789	12,994	15,884
Total non-interest income	80,478	87,519	7,623	11,778	88,101	99,297
Total net revenue	259,269	241,629	7,849	11,917	267,118	253,546
Provision for credit losses	10,917	(39,733)	—	—	10,917	(39,733)
Non-interest expense:						
Compensation and benefits	(66,728)	(60,207)	(1,493)	(1,782)	(68,221)	(61,989)
Marketing	(62,580)	(33,580)	—	—	(62,580)	(33,580)
Equipment and software	(15,814)	(14,474)	(32)	(21)	(15,846)	(14,495)
Depreciation and amortization	(17,742)	(14,251)	(410)	(1,209)	(18,152)	(15,460)
Professional services	(11,759)	(10,019)	(230)	(281)	(11,989)	(10,300)
Occupancy	(3,639)	(2,845)	(1,343)	(1,942)	(4,982)	(4,787)
Other non-interest expense	(16,928)	(15,557)	(3,680)	(3,661)	(20,608)	(19,218)
Total non-interest expense	(195,190)	(150,933)	(7,188)	(8,896)	(202,378)	(159,829)
Income tax expense	(17,174)	(13,534)	(335)	(2,272)	(17,509)	(15,806)
Net income[(2)]	$ 57,822	$ 37,429	$ 326	$ 749	$ 58,148	$ 38,178
Capital expenditures	$ 27,967	$ 90,694	$ —	$ —	$ 27,967	$ 90,694

(1) Prior period amounts have been reclassified to conform to the current period presentation. See “*Notes to Condensed Consolidated Financial Statements – Note 1. Summary of Significant Accounting Policies*” for additional information.

(2) Total net income from reportable segments reflects net income on a consolidated basis.

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

	Happen Bank		Happen, Inc. (Parent only)		Total Reportable Segments	
Six Months Ended June 30,	**2026**	**2025**	**2026**	**2025**	**2026**	**2025**
Interest income:						
Interest income	$ 529,654	$ 468,713	$ 488	$ 443	$ 530,142	$ 469,156
Interest expense	(174,891)	(164,950)	—	—	(174,891)	(164,950)
Net interest income	354,763	303,763	488	443	355,251	304,206
Non-interest income:						
Origination fees[1]	293,644	157,507	450	15	294,094	157,522
Servicing fees[1]	10,980	2,710	10,138	12,564	21,118	15,274
Gain on sales of loans[1]	37,730	25,742	—	—	37,730	25,742
Net fair value adjustments[1]	(211,260)	(60,325)	1,190	3,205	(210,070)	(57,120)
Other non-interest income	22,447	27,036	3,805	3,780	26,252	30,816
Total non-interest income	153,541	152,670	15,583	19,564	169,124	172,234
Total net revenue	508,304	456,433	16,071	20,007	524,375	476,440
Provision for credit losses	10,527	(97,882)	—	—	10,527	(97,882)
Non-interest expense:						
Compensation and benefits	(130,823)	(117,070)	(2,912)	(3,308)	(133,735)	(120,378)
Marketing	(117,995)	(62,819)	—	—	(117,995)	(62,819)
Equipment and software	(31,107)	(29,093)	(32)	(46)	(31,139)	(29,139)
Depreciation and amortization	(32,734)	(26,794)	(1,237)	(2,575)	(33,971)	(29,369)
Professional services	(23,446)	(19,656)	(310)	(408)	(23,756)	(20,064)
Occupancy	(7,610)	(5,246)	(3,763)	(3,886)	(11,373)	(9,132)
Other non-interest expense	(34,224)	(30,004)	(5,724)	(7,974)	(39,948)	(37,978)
Total non-interest expense	(377,939)	(290,682)	(13,978)	(18,197)	(391,917)	(308,879)
Income tax expense	(32,069)	(18,406)	(1,165)	(1,424)	(33,234)	(19,830)
Net income[2]	$ 108,823	$ 49,463	$ 928	$ 386	$ 109,751	$ 49,849
Capital expenditures	$ 53,751	$ 103,760	$ —	$ —	$ 53,751	$ 103,760

(1) Prior period amounts have been reclassified to conform to the current period presentation. See "*Notes to Condensed Consolidated Financial Statements – Note 1. Summary of Significant Accounting Policies*" for additional information.

(2) Total net income from reportable segments reflects net income on a consolidated basis.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	**2025**	**2026**	**2025**
Total net revenue – reportable segments	$ 267,118	$ 253,546	$ 524,375	$ 476,440
Intercompany eliminations	(4,263)	(5,111)	(9,269)	(10,294)
Total net revenue – consolidated	$ 262,855	$ 248,435	$ 515,106	$ 466,146

An analysis of the Company's results of operations and material drivers and trends of the financial results of the segments presented above are consistent with those provided on a consolidated basis in "*Results of Operations*."

Non-GAAP Financial Measures

To supplement our financial statements, which are prepared and presented in accordance with GAAP, we use the following non-GAAP financial measures: Tangible Book Value (TBV) Per Common Share and Return on Tangible Common Equity (ROTCE). Our non-GAAP financial measures have limitations as analytical tools and you should not consider them in isolation or as a substitute for an analysis of our results under GAAP.

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

We believe these non-GAAP financial measures provide management and investors with useful supplemental information about the financial performance of our business, enable comparison of financial results between periods where certain items may vary independent of business performance, and enable comparison of our financial results with other public companies.

We believe TBV Per Common Share is an important measure used to evaluate the Company’s use of equity. TBV Per Common Share is a non-GAAP financial measure representing tangible common equity for the period (common equity reduced by goodwill and customer relationship intangible assets), divided by the ending number of common shares issued and outstanding.

We believe ROTCE is an important measure because it reflects the Company's ability to generate income from its core assets. ROTCE is a non-GAAP financial measure calculated by dividing annualized net income by the average tangible common equity for the applicable period.

The following table provides a reconciliation of TBV Per Common Share to the nearest GAAP measure:

As of		**June 30, 2026**		**March 31, 2026**		**June 30, 2025**
GAAP common equity	$	1,567,465	$	1,523,528	$	1,406,035
Less: Goodwill		(75,717)		(75,717)		(75,717)
Less: Customer relationship intangible assets		(4,492)		(5,039)		(7,068)
Tangible common equity	$	1,487,256	$	1,442,772	$	1,323,250
Book value per common share						
GAAP common equity	$	1,567,465	$	1,523,528	$	1,406,035
Common shares issued and outstanding		115,407,464		115,497,890		114,740,147
Book value per common share	$	13.58	$	13.19	$	12.25
Tangible book value per common share						
Tangible common equity	$	1,487,256	$	1,442,772	$	1,323,250
Common shares issued and outstanding		115,407,464		115,497,890		114,740,147
Tangible book value per common share	$	12.89	$	12.49	$	11.53

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

The following table provides a reconciliation of ROTCE to the nearest GAAP measure:

	Three Months Ended			Six Months Ended	
	June 30, 2026	**March 31, 2026**	**June 30, 2025**	**June 30, 2026**	**June 30, 2025**
Average GAAP common equity	$ 1,544,238	$ 1,507,711	$ 1,381,199	$ 1,526,075	$ 1,365,248
Less: Average goodwill	(75,717)	(75,717)	(75,717)	(75,717)	(75,717)
Less: Average customer relationship intangible assets	(4,766)	(5,362)	(7,423)	(5,072)	(7,811)
Average tangible common equity	$ 1,463,755	$ 1,426,632	$ 1,298,059	$ 1,445,286	$ 1,281,720
Return on average equity					
Annualized GAAP net income	$ 232,592	$ 206,412	$ 152,712	$ 219,502	$ 99,698
Average GAAP common equity	1,544,238	1,507,711	1,381,199	1,526,075	1,365,248
Return on average equity	15.1 %	13.7 %	11.1 %	14.4 %	7.3 %
Return on tangible common equity					
Annualized GAAP net income	$ 232,592	$ 206,412	$ 152,712	$ 219,502	$ 99,698
Average tangible common equity	1,463,755	1,426,632	1,298,059	1,445,286	1,281,720
Return on tangible common equity	15.9 %	14.5 %	11.8 %	15.2 %	7.8 %

Supervision and Regulatory Environment

We are subject to supervision, regulation, examination, enforcement and other proceedings by multiple federal banking regulatory bodies. Specifically, as a bank holding company, the Company is subject to ongoing and comprehensive supervision, regulation, examination and enforcement by the Board of Governors of the Federal Reserve System (FRB). Further, as a national bank, Happen Bank is subject to ongoing and comprehensive supervision, regulation, examination and enforcement by the Office of the Comptroller of the Currency (OCC). Additionally, as a depository institution with assets over $10 billion, Happen Bank is subject to supervision and enforcement authority relating to federal consumer financial laws and regulations by the Consumer Financial Protection Bureau (CFPB). Accordingly, we have been and continue to invest in regulatory compliance and be subject to certain parameters, obligations and/or limitations set forth by the banking regulations and regulators with respect to the operation of our business.

Further, we are subject to periodic supervision, regulation, examination, enforcement and other proceedings from various other federal and state regulatory and/or law enforcement agencies. Additionally, we are subject to claims, individual and class action lawsuits, and lawsuits alleging regulatory violations. Although historically the Company has generally resolved these matters in a manner that was not materially adverse to its financial results or business operations, no assurance can be given as to the timing, outcome or consequences of any of these matters in the future.

If we are found to not have complied with applicable laws, regulations or requirements, we could: (i) lose one or more of our licenses or authorizations, or be required to obtain a new license or authorization, (ii) become subject to a consent order or administrative enforcement action, (iii) face lawsuits (including class action lawsuits), sanctions, penalties, or other monetary losses due to judgments, orders, or settlements, (iv) be in breach of certain contracts, which may void or cancel such contracts, (v) decide or be compelled to modify or suspend certain of our business practices and/or (vi) be unable to execute on certain Company initiatives, which may have an adverse effect on our ability to operate and/or evolve our lending marketplace and other products and/or services; any of which may harm our business or financial results.

See "*Part I – Item 1. Business – Regulation and Supervision,*" "*Part I – Item 1A. Risk Factors – Risks Related to Regulation, Supervision and Compliance,*" and "*Part I – Item 1A. Risk Factors – Risks Related to Operating Our Business"* in our Annual Report for further discussion regarding our supervision and regulatory environment.

Capital Management

The prudent management of capital is fundamental to the successful achievement of our business initiatives. We actively review capital through a process that continuously assesses and monitors the Company's overall capital adequacy. Our objective is to maintain capital at an amount commensurate with our risk profile and risk tolerance objectives, and to meet both regulatory and market expectations.

The formation of Happen Bank as a nationally chartered association and the organization of the Company as a bank holding company subjects us to various capital adequacy guidelines issued by the OCC and the FRB, including the requirement to maintain regulatory capital ratios in accordance with the Basel Committee on Banking Supervision standardized approach for U.S. banking organizations (Basel III). As a Basel III standardized approach institution, we selected the one-time election to opt-out of the requirements to include all the components of accumulated other comprehensive income included in common stockholder's equity. The minimum capital requirements under the Basel III capital framework are: a Common Equity Tier 1 (CET1) risk-based capital ratio of 4.5%, a Tier 1 risk-based capital ratio of 6.0%, a total risk-based capital ratio of 8.0%, and a Tier 1 leverage ratio of 4.0%. Additionally, a capital conservation buffer of 2.5% must be maintained above the minimum risk-based capital requirements in order to avoid certain limitations on capital distributions, share repurchases, and certain discretionary bonus payments. In addition to these guidelines, the banking regulators may require a banking organization to maintain capital at levels higher than the minimum ratios prescribed under the Basel III capital framework. See "*Part I – Item 1. Business – Regulation and Supervision – Capital and Liquidity Requirements and Prompt Corrective Action*" in our Annual Report and "*Notes to Condensed Consolidated Financial Statements – Note 18. Regulatory Requirements"* of this Report for additional information regarding regulatory capital requirements.

The following table presents the actual capital amounts and ratios of the Company and Happen Bank as well as the regulatory capital minimum and "well capitalized" requirements (dollars in millions):

	June 30, 2026		December 31, 2025		Required Minimum[1]	Well Capitalized Minimum
	Amount	Ratio	Amount	Ratio		
Happen, Inc.:						
CET1 capital[2]	$ 1,436.2	16.9 %	$ 1,342.6	17.4 %	7.0 %	N/A
Tier 1 capital	$ 1,436.2	16.9 %	$ 1,342.6	17.4 %	8.5 %	6.0 %
Total capital	$ 1,543.5	18.2 %	$ 1,441.0	18.7 %	10.5 %	10.0 %
Tier 1 leverage	$ 1,436.2	11.9 %	$ 1,342.6	12.0 %	4.0 %	N/A
Risk-weighted assets	$ 8,499.0	N/A	$ 7,696.1	N/A	N/A	N/A
Quarterly adjusted average assets	$ 12,048.2	N/A	$ 11,174.0	N/A	N/A	N/A
Happen Bank:						
CET1 capital[2]	$ 1,315.7	15.6 %	$ 1,183.9	15.5 %	7.0 %	6.5 %
Tier 1 capital	$ 1,315.7	15.6 %	$ 1,183.9	15.5 %	8.5 %	8.0 %
Total capital	$ 1,422.4	16.8 %	$ 1,281.8	16.8 %	10.5 %	10.0 %
Tier 1 leverage	$ 1,315.7	11.0 %	$ 1,183.9	10.7 %	4.0 %	5.0 %
Risk-weighted assets	$ 8,452.0	N/A	$ 7,652.0	N/A	N/A	N/A
Quarterly adjusted average assets	$ 11,987.1	N/A	$ 11,090.4	N/A	N/A	N/A

N/A – Not applicable
(1) Required minimums presented for risk-based capital ratios include the required capital conservation buffer of 2.5%.
(2) CET1 capital consists of common stockholders' equity as defined under U.S. GAAP and certain adjustments made in accordance with regulatory capital guidelines, including deductions for goodwill and other intangible assets.

The higher risk-based capital ratios for the Company reflect higher capital at Happen, Inc. as compared with Happen Bank.

Liquidity

We manage liquidity to meet our cash flow and collateral obligations in a timely manner at a reasonable cost. We must maintain operating liquidity to meet our expected daily and forecasted cash flow requirements, as well as contingent liquidity to meet unexpected funding requirements.

As our primary business at Happen Bank involves taking deposits and originating loans, a key role of liquidity management is to ensure that customers have timely access to funds from deposits and for loans. Liquidity management also involves maintaining sufficient liquidity to repay borrowings, pay operating expenses and support extraordinary funding requirements when necessary.

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

Happen Bank Liquidity

The following table summarizes Happen Bank's primary sources of short-term liquidity as of the periods presented:

	June 30, 2026	December 31, 2025
Cash and cash equivalents	$ 899,767	$ 901,246
Securities available for sale[1]	$ 384,500	$ 384,846
Deposits	$ 10,854,299	$ 9,948,426
Available borrowing capacity:		
FRB Discount Window[2]	$ 3,446,444	$ 3,294,827
FHLB of Des Moines[3]	672,819	679,361
Total available borrowing capacity	$ 4,119,263	$ 3,974,188

(1) Excludes illiquid securities available for sale.

(2) As of June 30, 2026 and December 31, 2025, the Company had $4.5 billion and $4.2 billion in loans pledged under the FRB Discount Window, respectively.

(3) As of June 30, 2026, the Company had $467.7 million in loans and $375.6 million in securities pledged to the Federal Home Loan Bank (FHLB) of Des Moines. As of December 31, 2025, the Company had $486.2 million in loans and $375.7 million in securities pledged to the FHLB of Des Moines.

The primary uses of Happen Bank liquidity include (i) the funding/acquisition of loans and securities purchases, (ii) withdrawals, maturities and the payment of interest on deposits, (iii) compensation and benefits expense, (iv) taxes, (v) capital expenditures and (vi) costs associated with the continued development and support of our digital marketplace bank.

Deposits

Deposits represent an important source of funding for Happen Bank. We offer deposit accounts to our members, which include both interest-bearing and noninterest-bearing deposits. As of June 30, 2026 and December 31, 2025, the amount of uninsured deposits totaled $1.3 billion and $1.2 billion, respectively, or 12% of total deposits for both periods. Uninsured time deposits as of June 30, 2026, by remaining time to maturity, were as follows:

3 months or less	$ 51,896
Over 3 months through 6 months	39,871
Over 6 months through 12 months	68,202
Over 12 months	3,619
Total uninsured time deposits[1]	$ 163,588

(1) Consist of certificates of deposit accounts that are in excess of the FDIC insurance limit of $250 thousand per account holder.

Capital Expenditures

Net capital expenditures were $53.8 million, or 10.6% of total net revenue, and $103.8 million, or 22.7% of total net revenue, for the first halves of 2026 and 2025, respectively. Capital expenditures in 2026 are expected to be approximately $90 million, primarily driven by costs associated with the continued development and support of our digital marketplace bank as well as improvements to the office building we purchased.

Happen, Inc. Liquidity

The primary source of liquidity at the holding company is $100.9 million and $127.1 million in cash and cash equivalents as of June 30, 2026 and December 31, 2025, respectively. The decrease in cash and cash equivalents was primarily driven by share repurchases. Additionally, the holding company has the ability to access the capital markets through additional registrations and public equity offerings.

Uses of cash at the holding company include the routine cash flow requirements as a bank holding company, such as interest and expenses (including those associated with our office leases), share repurchases, the needs of Happen Bank for additional equity and, as required, its need for debt financing and support for extraordinary funding requirements when necessary.

Factors Impacting Liquidity

Our liquidity could be adversely impacted by deteriorating financial and market conditions, the inability or unwillingness of a creditor to provide funding, an idiosyncratic event (e.g., a major loss, causing a perceived or actual deterioration in our financial condition), an adverse systemic event (e.g., default or bankruptcy of a significant capital markets participant), or others.

We believe, based on our projections, that our cash on hand, liquid available for sale (AFS) securities, deposits, available borrowing capacity, and net cash flows from operating, investing and financing activities are sufficient to meet our liquidity needs for the next twelve months, as well as beyond the next twelve months. See "*Item 1. Financial Statements – Condensed Consolidated Statements of Cash Flows*" for additional detail regarding our cash flows.

Market Risk

Market risk represents the risk of potential losses arising from changes in interest rates, foreign exchange rates, equity prices, commodity prices, and/or other relevant market rates or prices. The primary market risk to which we are exposed is interest rate risk. Interest rate risk arises from financial instruments including loans, securities and borrowings, all entered into for purposes other than trading.

Interest Rate Sensitivity

Happen Bank

Our net interest income is affected by changes in the level of interest rates, the impact of interest rate fluctuations on asset prepayments, and the level and composition of deposits and liabilities, among other factors.

HFI loans and AFS securities at Happen Bank are funded primarily through our deposit base. The majority of HFI loans and AFS securities are fixed-rate instruments over the term of the loan or security. As a result, the primary component of interest rate risk on our financial instruments arises from the impact of fluctuations in loan, security, and deposit rates on our net interest income. Therefore, we use a sensitivity analysis to assess the impact of hypothetical changes in interest rates on our net interest income results. The outcome of the analysis is influenced by a variety of assumptions, including the maturity profile and prepayment level of our unsecured consumer loans and expected consumer responses to changes in rates paid on non-maturity deposit products. Our assumptions are periodically calibrated to observed data and/or expected outcomes. We actively monitor the level of exposure to movements in interest rates and have entered into interest rate hedging instruments to manage such risk. See "*Notes to Condensed Consolidated Financial Statements – Note 7. Derivative Instruments and Hedging Activities*" for additional information.

(Tabular Amounts in Thousands, Except Share and Per Share Data and Ratios, or as Noted)

The following table presents the change in projected net interest income for the next twelve months due to a hypothetical instantaneous parallel change in interest rates relative to current rates:

	June 30, 2026	December 31, 2025
Instantaneous Change in Interest Rates:		
+ 200 basis points	(6.8)%	(7.8)%
+ 100 basis points	(3.2)%	(3.8)%
– 100 basis points	3.4 %	3.2 %
– 200 basis points	6.5 %	5.9 %

As illustrated in the table above, net interest income is projected to decrease over the next twelve months during hypothetical rising interest rate environments primarily as a result of higher rates paid on interest-bearing deposits, partially offset by higher rates earned on new loans, security purchases, and cash and cash equivalents, offset by the impact of our hedging activity. Conversely, net interest income is projected to increase over the next twelve months during hypothetical declining interest rate environments. Interest rate sensitivity as of June 30, 2026 compared to December 31, 2025 primarily reflects changes in loan and deposit portfolio composition and interest rate hedging activity.

Although we believe that these measurements provide an estimate of our interest rate sensitivity, they do not account for potential changes in credit quality, balance sheet mix, size of our balance sheet, or other business developments that could affect net income. Actual results could differ materially from the estimated outcomes of our simulations.

For additional details regarding maturities of loans and leases HFI, see "*Part II – Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations – Market Risk*" in our Annual Report.

For the contractual maturities and weighted-average yields on the Company's AFS securities portfolio, see "*Notes to Condensed Consolidated Financial Statements – Note 3. Securities Available for Sale.*"

Happen, Inc.

At the holding company level, we continue to measure interest rate sensitivity by evaluating the change in fair value of certain assets and liabilities due to a hypothetical change in interest rates. Principal payments on our HFI loans continue to reduce the outstanding balance of this portfolio, and, as a result, the fair value impact from changes in interest rates continues to diminish.

Contingencies

For a comprehensive discussion of contingencies as of June 30, 2026, see "*Notes to Condensed Consolidated Financial Statements – Note 17. Commitments and Contingencies.*"

Critical Accounting Estimates

Certain of the Company's accounting policies that involve a higher degree of judgment and complexity are discussed in "*Part II – Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations – Critical Accounting Estimates*" in our Annual Report. There have been no significant changes to these critical accounting estimates during the first half of 2026, except as noted below, where the estimate has been updated to incorporate all loans held at fair value, regardless of their classification as HFS or HFI.

Loans at Fair Value

Loans that we elect to account for under fair value option are classified as Level 3 instruments. We use a DCF approach to calculate the NPV of expected cash flows. This model uses significant unobservable inputs that inherently require judgment and reflect our best estimates of the assumptions a market participant would use to calculate fair value. Those significant unobservable inputs used in the fair value measurement of loans include:

- *Discount Rate* – The weighted-average rate at which the expected cash flows are discounted to arrive at the net present value of the loan. The discount rate is primarily determined based on the Company's estimate of market participants' return expectations.

- *Annualized net credit loss rate* – The annualized rate of lifetime charge-offs, net of recoveries, expressed as a percentage of the average lifetime principal balance of loan pools with similar risk characteristics.

- *Annualized prepayment rate* – The annualized rate of lifetime prepayments expressed as a percentage of the average principal balance of loan pools with similar risk characteristics.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

For a comprehensive discussion regarding quantitative and qualitative disclosures about market risk, see "*Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations – Market Risk.*"

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The Company's management evaluated, with the participation of the Company's Chief Executive Officer (CEO) and Chief Financial Officer (CFO), the effectiveness of the Company's disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) as of June 30, 2026. In designing and evaluating its disclosure controls and procedures, the Company's management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance, not absolute assurance, of achieving the desired control objectives, and is required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Based on the evaluation, the Company's CEO and CFO concluded that the Company's disclosure controls and procedures as of June 30, 2026 were designed and functioned effectively to provide reasonable assurance that the information required to be disclosed by the Company in reports filed under the Exchange Act is (i) recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms, and (ii) accumulated and communicated to management, including the principal executive and principal financial officers, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

No change in the Company's internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) occurred during the second quarter of 2026, that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

For a comprehensive discussion of legal proceedings, see "*Part I. Financial Information – Item 1. Financial Statements – Notes to Condensed Consolidated Financial Statements – Note 17. Commitments and Contingencies – Legal,*" which is incorporated herein by reference.

Item 1A. Risk Factors

The risks described in "*Part I – Item 1A. Risk Factors*" in our Annual Report, could materially and adversely affect our business, financial condition, operating results and prospects, and the trading price of our common stock could decline. While we believe the risks and uncertainties described therein include all material risks currently known by us, it is possible that these may not be the only ones we face. Due to risks and uncertainties, known and unknown, our past financial results may not be a reliable indicator of future performance and historical trends should not be used to anticipate results or trends in future periods. The Risk Factors section of our Annual Report remains current in all material respects, with the exception below.

Our business operations may be adversely impacted by political events, terrorism, military conflict or acts of war, cyber-attacks, public health issues, natural disasters, severe weather, climate change, infrastructure failure or outages, labor disputes and other business interruptions.

Our business operations are subject to interruption by, among other things, political events, terrorism, military conflict or acts of war, cyber-attacks, public health issues, natural disasters, severe weather, climate change (including longer-term shifts in climate patterns, such as extreme heat, sea level rise and more frequent and prolonged drought), infrastructure failure or outages (including power outages), labor disputes and other events which could: (i) decrease demand for our products and services, (ii) adversely affect the macroeconomy and/or our customers, or (iii) make it difficult or impossible for us to deliver a satisfactory experience to our customers. Any such events could also affect the Company by impacting the stability of our deposit base, impairing the ability of our borrowers to repay their outstanding loans, causing significant property damage or otherwise impair the value of collateral securing our loans, and/or resulting in loss of revenue and/or causing us to incur additional expenses. While we may undertake measures indicated to mitigate the adverse impacts of such events, there are no assurances that any of the measures we take will be sufficient or successful.

Furthermore, in the event of any disruption to our operations or those of the companies with whom we do business, we could experience delays in product development, marketing, operations and customer service efforts, incur significant losses, require substantial recovery time and experience significant expenditures in order to resume or maintain operations, any of which could have a material adverse impact on our business, financial condition and results of operations.

Similarly, natural disasters have had, and likely will continue to have, unpredictable and/or adverse effects on our customers. With increases to the frequency, breadth and impact of natural disasters, such as fires and hurricanes, the potential for a single or series of natural disaster(s) to have a material adverse impact on our business is also increasing.

Finally, geopolitical conflicts as well as natural disasters, and their impacts, have had, and may continue to have, the effect of heightening many of the other risks described in "*Item 1A. Risk Factors*" and elsewhere in our Annual Report on Form 10-K, such as elevating inflation, macroeconomic uncertainty and the possibility of a decline in economic conditions. For example, although we do not have operations or customers in Iran, the 2026 Iran conflict is, among other things, impacting inflation in the United States which could have an adverse effect on our customers and thereby our business.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

We did not have any unregistered sales of equity securities during the three months ended June 30, 2026.

Issuer Purchases of Equity Securities

On November 4, 2025, our Board of Directors approved a program to repurchase and acquire up to $100 million of our common stock through December 31, 2026 (the Repurchase and Acquisition Program). The Repurchase and Acquisition Program is inclusive of the anticipated fair market value of shares of our common stock acquired by holding back a portion of vesting restricted stock units held by our employees to satisfy applicable tax withholding obligations. The timing, amount and methodology of shares acquired through the Repurchase and Acquisition Program are discretionary and will depend on our stock price, business and market conditions, and other factors.

The following table sets forth information on Happen, Inc.'s share repurchase activity for the second quarter of 2026 (dollars in millions, except per share data):

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program[(1)]	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program[(1)]
April 1 – April 30, 2026	186,387	$ 16.08	186,387	$ 58.6
May 1 – May 31, 2026	189,942	$ 16.12	189,942	$ 51.4
June 1 – June 30, 2026	98,802	$ 17.49	98,802	$ 49.7
Total	475,131	$ 16.39	475,131	

(1) In May 2026, we utilized $4.1 million to hold back 261,458 shares of our common stock at an average per share price of $15.63 to satisfy applicable tax withholding obligations in connection with the vesting of restricted units held by our employees. Since the inception of the program in November 2025 through June 30, 2026, we have utilized a total of $50.3 million of the $100 million authorization under the Repurchase and Acquisition Program to acquire a total of 2,991,083 shares of our common stock at an average per share price of $16.81 (inclusive of the amount held back to satisfy applicable tax withholding obligations).

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Rule 10b5-1 Trading Plans

The following table shows the trading arrangements intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) adopted by the Company's directors and executive officers during the second quarter of 2026:

Name and Title	Adoption Date	Expiration Date	Aggregate Number of Shares to be Sold
Fergal Stack, Principal Accounting Officer	May 5, 2026	November 6, 2026	Up to 115,000
Jordan Cheng, General Counsel and Corporate Secretary	May 7, 2026	February 5, 2027	Up to 16,800
Erin Selleck, Director	June 2, 2026	June 4, 2027	Up to 15,379[(1)]

(1) The aggregate number of shares to be sold pursuant to this trading arrangement includes shares from outstanding restricted stock units that are subject to applicable service-based vesting conditions.

Other than disclosed above, during the second quarter of 2026, none of the Company's directors or executive officers adopted or terminated any contract, instruction or written plan for the purchase or sale of the Company's securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any "non-Rule 10b5-1 trading arrangement."

Ninth Amended and Restated Certificate of Incorporation and Third Amended and Restated Bylaws

On June 2, 2026, the Company convened its annual meeting of stockholders at which the Company's stockholders approved (i) an amendment of the Company's Eighth Amended and Restated Certificate of Incorporation, as amended (the Certificate of Incorporation), to phase in declassification of the Company's Board of Directors (the Declassification Amendment) and (ii) an amendment of the Company's Certificate of Incorporation to remove the supermajority voting requirements to amend the Certificate of Incorporation or for the Company's stockholders to amend the Company's bylaws (the Supermajority Voting Amendment). The Declassification Amendment and the Supermajority Voting Amendment had each previously been approved, subject to stockholder approval, by the Company's Board of Directors.

On July 28, 2026, the Company filed a Ninth Amended and Restated Certificate of Incorporation (the Ninth Amended and Restated Certificate) with the Secretary of State of the State of Delaware to (i) effectuate the Declassification Amendment and the Supermajority Voting Amendment and (ii) incorporate a previous amendment to the Company's Certificate of Incorporation changing the name of the corporation from "LendingClub Corporation" to "Happen, Inc.". The foregoing description of the Ninth Amended and Restated Certificate is qualified in its entirety by reference to the complete text of the Ninth Amended and Restated Certificate, which is filed as Exhibit 3.2 to this Report and is incorporated herein by reference.

Effective July 28, 2026, the Company also amended and restated its bylaws (as amended and restated, the Third Amended and Restated Bylaws) to make revisions consistent with the Declassification Amendment. The foregoing description of the Third Amended and Restated Bylaws is qualified in its entirety by reference to the complete text of the Third Amended and Restated Bylaws, which is filed as Exhibit 3.4 to this Report and is incorporated herein by reference.

Item 6. Exhibits

Exhibit Index

The exhibits noted in the accompanying Exhibit Index are filed or incorporated by reference as a part of this Report and such Exhibit Index is incorporated herein by reference.

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
3.1	Certificate of Amendment of Eighth Amended and Restated Certificate of Incorporation, effective June 22, 2026	8-K	001-36771	3.1	June 22, 2026	
3.2	Ninth Amended and Restated Certificate of Incorporation, effective July 28, 2026					X
3.3	Second Amended and Restated Bylaws of the Company, effective June 22, 2026	8-K	001-36771	3.2	June 22, 2026	
3.4	Third Amended and Restated Bylaws of the Company, effective July 28, 2026					X
10.1	Non-Employee Director Compensation Policy, effective June 2, 2026					X
10.2	2014 Equity Incentive Plan, as amended and restated on June 8, 2023, and forms of award agreements thereunder					X
31.1	Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
31.2	Certification of Chief Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					X
32.1	Certification of Chief Executive Officer and Chief Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					X
101.INS	XBRL Instance Document‡					X
101.SCH	XBRL Taxonomy Extension Schema Document					X
101.CAL	XBRL Taxonomy Extension Calculation Linkbase					X
101.DEF	XBRL Taxonomy Extension Definition Linkbase					X
101.LAB	XBRL Taxonomy Extension Label Linkbase					X
101.PRE	XBRL Taxonomy Extension Presentation Linkbase					X
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)					

‡ The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

HAPPEN, INC.
(Registrant)

Date:	July 30, 2026	/s/ SCOTT SANBORN Scott Sanborn *Chief Executive Officer*
Date:	July 30, 2026	/s/ ANDREW LABENNE Andrew LaBenne *Chief Financial Officer*

HAPPEN, INC.

NINTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

Happen, Inc., a Delaware corporation (the "Corporation"), hereby certifies as follows.

1. The name of the Corporation is Happen, Inc. The date of filing its original Certificate of Incorporation with the Secretary of State was October 2, 2006 under the name SocBank Corporation.

2. The Ninth Amended and Restated Certificate of Incorporation of the Corporation attached hereto as Exhibit A, which is incorporated herein by this reference, and which restates, integrates and further amends the provisions of the Eighth Amended and Restated Certificate of Incorporation of this Corporation as previously amended or supplemented, has been duly adopted by the Corporation's Board of Directors and by the Corporation's stockholders in accordance with Sections 242 and 245 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, this Corporation has caused this Ninth Amended and Restated Certificate of Incorporation to be signed by its duly authorized officer and the foregoing facts stated herein are true and correct.

Dated: July 28, 2026

HAPPEN, INC.

By: /s/ Jordan Cheng

Name: Jordan Cheng

Title: General Counsel and Secretary

EXHIBIT A

HAPPEN, INC.

NINTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

ARTICLE I: NAME

The name of the corporation is Happen, Inc. (the "***Corporation***").

ARTICLE II: AGENT FOR SERVICE OF PROCESS

The address of the Corporation's registered office in the State of Delaware is 251 Little Falls Drive, City of Wilmington, County of New Castle, Delaware 19808. The name of the registered agent of the Corporation at that address is Corporation Service Company.

ARTICLE III: PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV: AUTHORIZED STOCK

1. Total Authorized. The total number of shares of all classes of stock that the Corporation has authority to issue is One Hundred Ninety Million (190,000,000) shares, consisting of two classes: One Hundred Eighty Million (180,000,000) shares of Common Stock, $0.01 par value per share ("***Common Stock***"), and Ten Million (10,000,000) shares of Preferred Stock, $0.01 par value per share ("***Preferred Stock***").

2. Designation of Additional Series.

2.1. The Board of Directors of the Corporation (the "***Board***") is authorized, subject to any limitations prescribed by the law of the State of Delaware, to provide for the issuance of the shares of Preferred Stock in one or more series, and, by filing a Certificate of Designation pursuant to the applicable law of the State of Delaware, to establish from time to time the number of shares to be included in each such series, to fix the designation, vesting, powers, preferences and relative, participating, optional or other rights, if any, of the shares of each such series and any qualifications, limitations or restrictions thereof, and to increase (but not above the total number of authorized shares of the class) or decrease (but not below the number of shares of such series then outstanding) the number of shares of any such series. The number of authorized shares of Preferred Stock may also be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of two-thirds of the voting power of all the then-outstanding shares of capital stock of the Corporation entitled to vote thereon, without a vote of the holders of the Preferred Stock, unless a vote of any such holders is required pursuant to the terms of any certificate or certificates establishing a series of Preferred Stock.

2.2 Except as otherwise expressly provided in any Certificate of Designation designating any series of Preferred Stock pursuant to the foregoing provisions of this Article IV, any new series of Preferred Stock may be designated, fixed and determined as provided herein by the Board without approval of the holders of Common Stock or the holders of Preferred Stock, or any series thereof, and any such new series may have powers, preferences and rights, including, without limitation, voting rights, dividend rights, liquidation rights, redemption rights and conversion rights, senior to, junior to or pari passu with the rights of the Common Stock, the Preferred Stock or any future class or series of Preferred Stock or Common Stock.

2.3 Each outstanding share of Common Stock shall entitle the holder thereof to one vote on each matter properly submitted to the stockholders of the Corporation for their vote; *provided, however*, that, except as otherwise required by law, holders of Common Stock shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any Certificate of Designation relating to any series of Preferred Stock) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any Certificate of Designation relating to any series of Preferred Stock).

ARTICLE V: AMENDMENT OF BYLAWS

The Board shall have the power to adopt, amend or repeal the Bylaws of the Corporation. Any adoption, amendment or repeal of the Bylaws of the Corporation by the Board shall require the approval of a majority of the Whole Board. For purposes of this Certificate of Incorporation, the term "***Whole Board***" shall mean the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships. The stockholders shall also have power to adopt, amend or repeal the Bylaws of the Corporation; *provided*, *however*, that in addition to any vote of the holders of any class or series of stock of the Corporation required by law or by this Certificate of Incorporation (including any Preferred Stock issued pursuant to a Certificate of Designation), the affirmative vote of the holders of at least a majority of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of the Bylaws of the Corporation.

ARTICLE VI: MATTERS RELATING TO THE BOARD OF DIRECTORS

1. Director Powers. The conduct of the affairs of the Corporation shall be managed by or under the direction of the Board. In addition to the powers and authority expressly conferred upon them by statute or by this Certificate of Incorporation or the Bylaws of the Corporation, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.

2. Number of Directors. Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, the number of directors shall be fixed from time to time exclusively by resolution adopted by a majority of the Whole Board.

3. Board Election. Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, the directors shall be divided, with respect to the time for which they severally hold office, into three classes designated as Class I, Class II and Class III, respectively (the "***Classified Board***"). The Board may assign members of the Board already in office to the Classified Board, which assignments shall become effective at the same time the Classified Board becomes effective. Directors shall be assigned to each class in accordance with a resolution or resolutions adopted by the Board, with the number of directors in each class to be divided as nearly equal as reasonably possible. The initial term of office of the Class I directors shall expire at the Corporation's first annual meeting of stockholders following the closing of the Corporation's initial public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, relating to the offer and sale of Common Stock to the public (the "***Initial Public Offering***"), the initial term of office of the Class II directors shall expire at the Corporation's second annual meeting of stockholders following the closing of the Initial Public Offering and the initial term of office of the Class III directors shall expire at the Corporation's third annual meeting of stockholders following the closing of the Initial Public Offering. At each annual meeting of stockholders following the closing of the Initial Public Offering, directors elected to succeed those directors of the class whose terms then expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election. Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, directors elected after the date of the annual meeting of stockholders to be held in 2026 shall stand for election as a director at the next annual meeting of stockholders and shall, if elected, hold office until the next annual meeting of stockholders and until such director's successor is elected and qualified, or until such director's earlier death, resignation or removal. At and after the annual meeting of stockholders to be held in 2029, the directors shall no longer be classified with respect to the time for which they hold office.

4. **Term and Removal**. Each director shall hold office until such director's successor is elected and qualified, or until such director's earlier death, resignation or removal. Any director may resign at any time upon notice to the Corporation given in writing or by any electronic transmission permitted in the Corporation's Bylaws. Until the annual meeting of stockholders to be held in 2029, subject to the rights of the holders of any series of Preferred Stock, no director may be removed except for cause and only by the affirmative vote of the holders of at least two-thirds of the voting power of the then-outstanding shares of capital stock of the Corporation then entitled to vote at an election of directors voting together as a single class. From and after the annual meeting of stockholders to be held in 2027, holders of a majority of the shares then entitled to vote at an election of directors voting together as a single class may remove any director or the entire Board with or without cause. No decrease in the authorized number of directors constituting the Board shall shorten the term of any incumbent director.

5. **Board Vacancies**. Subject to the rights of the holders of any series of Preferred Stock, any vacancy occurring in the Board for any cause, and any newly created directorship resulting from any increase in the authorized number of directors, shall, unless (a) the Board determines by resolution that any such vacancies or newly created directorships shall be filled by the stockholders or (b) as otherwise provided by law, be filled only by the affirmative vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director, and not by the stockholders. Any director elected in accordance with the preceding sentence shall hold office for a term expiring at the next annual meeting of stockholders (or, if so elected prior to the annual meeting of stockholders to be held in 2029, for a term expiring at the annual meeting of stockholders at which the term of office of the class to which the director has been assigned expires) and until such director's successor shall have been duly elected and qualified, or until such director's earlier death, resignation or removal.

6. **Vote by Ballot**. Election of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

ARTICLE VII: DIRECTOR LIABILITY

1. **Limitation of Liability**. To the fullest extent permitted by law, no director of the Corporation shall be personally liable for monetary damages for breach of fiduciary duty as a director.

Without limiting the effect of the preceding sentence, if the Delaware General Corporation Law is hereafter amended to authorize the further elimination or limitation of the liability of a director, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

2. **Change in Rights**. Neither any amendment nor repeal of this Article VII, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article VII, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such amendment, repeal or adoption of such an inconsistent provision.

ARTICLE VIII: MATTERS RELATING TO STOCKHOLDERS

1. **No Action by Written Consent of Stockholders**. Subject to the rights of any series of Preferred Stock, no action shall be taken by the stockholders of the Corporation except at a duly called annual or special meeting of stockholders and no action shall be taken by the stockholders by written consent.

2. **Special Meeting of Stockholders.** Special meetings of the stockholders of the Corporation may be called only by the Chairperson of the Board, the Chief Executive Officer, the President or the Board acting pursuant to a resolution adopted by a majority of the Whole Board.

3. **Advance Notice of Stockholder Nominations and Business Transacted at Special Meetings**. Advance notice of stockholder nominations for the election of directors of the Corporation and of business to be brought by stockholders before any meeting of stockholders of the Corporation shall be given in the manner provided in the Bylaws of the Corporation. Business transacted at special meetings of stockholders shall be confined to the purpose or purposes stated in the notice of meeting.

ARTICLE IX: CHOICE OF FORUM

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of the Corporation; (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders; (c) any action asserting a claim against the Corporation arising pursuant to any provision of the Delaware General Corporation Law, this Certificate of Incorporation or the Bylaws; (d) any action to interpret, apply, enforce or determine the validity of this Certificate of Incorporation or the Bylaws; or (e) any action asserting a claim against the Corporation governed by the internal affairs doctrine. Unless the Corporation consents in writing to the selection of an alternative forum, to the fullest extent permitted by law, the federal district courts of the United States of America shall be the sole and exclusive forum for the resolution of any complaint asserting a cause of action against the Corporation or any director, officer, employee or agent of the Corporation arising under the Securities Act of 1933, as amended. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article IX.

ARTICLE X: AMENDMENT OF CERTIFICATE OF INCORPORATION

If any provision of this Certificate of Incorporation becomes or is declared on any ground by a court of competent jurisdiction to be illegal, unenforceable or void, portions of such provision, or such provision in its entirety, to the extent necessary, shall be severed from this Certificate of Incorporation, and the court will replace such illegal, void or unenforceable provision of this Certificate of Incorporation with a valid and enforceable provision that most accurately reflects the Corporation's intent, in order to achieve, to the maximum extent possible, the same economic, business and other purposes of the illegal, void or unenforceable provision. The balance of this Certificate of Incorporation shall be enforceable in accordance with its terms.

The Corporation reserves the right to amend or repeal any provision contained in this Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware and all rights conferred upon stockholders are granted subject to this reservation.

ARTICLE XI: OFFICER LIABILITY

1. **Limitation of Liability**. To the fullest extent permitted by law, no officer of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as an officer. Without limiting the effect of the preceding sentence, if the Delaware General Corporation Law is hereafter amended to authorize the further elimination or limitation of the liability of an officer, then the liability of an officer of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware General Corporation Law, as so amended.

2. **Change in Rights.** Neither any amendment nor repeal of this Article XI, nor the adoption of any provision of this Certificate of Incorporation inconsistent with this Article XI, shall eliminate, reduce or otherwise adversely affect any limitation on the personal liability of an officer of the Corporation existing at the time of such amendment, repeal or adoption of such an inconsistent provision.

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HAPPEN, INC.,

a Delaware Corporation

<u>THIRD AMENDED AND RESTATED BYLAWS</u>

As Adopted July 28, 2026

HAPPEN, INC.,

a Delaware Corporation

THIRD AMENDED AND RESTATED BYLAWS

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HAPPEN, INC.,

a Delaware Corporation

THIRD AMENDED AND RESTATED BYLAWS

As Adopted July 28, 2026

ARTICLE I: STOCKHOLDERS

Section 1.1: **Annual Meetings.** An annual meeting of stockholders shall be held for the election of directors at such date and time as the Board of Directors of the Corporation (the "***Board***") shall each year fix. The meeting may be held either at a place, within or without the State of Delaware as permitted by the Delaware General Corporation Law (the "***DGCL***"), or by means of remote communication as the Board in its sole discretion may determine. Any proper business may be transacted at the annual meeting.

Section 1.2: **Special Meetings.** Special meetings of stockholders for any purpose or purposes may be called at any time by the Chairperson of the Board, the Chief Executive Officer, the President or the Board acting pursuant to a resolution adopted by a majority of the "***Whole Board***," which shall mean the total number of authorized directors, whether or not there exist any vacancies in previously authorized directorships. Special meetings may not be called by any other person or persons. The special meeting may be held either at a place, within or without the State of Delaware, or by means of remote communication as the Board in its sole discretion may determine.

Section 1.3: **Notice of Meetings.** Notice of all meetings of stockholders shall be given in writing or by electronic transmission in the manner provided by law (including, without limitation, as set forth in Section 7.1.1 of these Bylaws) stating the date, time and place, if any, of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise required by applicable law or the Certificate of Incorporation of the Corporation, as may be amended or restated from time to time (the "***Certificate of Incorporation***"), such notice shall be given not less than ten (10), nor more than sixty (60), days before the date of the meeting to each stockholder of record entitled to vote at such meeting.

Section 1.4: **Adjournments.** The chairperson of the meeting shall have the power to adjourn the meeting to another time, date and place (if any). Any meeting of stockholders may adjourn from time to time, and notice need not be given of any such adjourned meeting if the time, date and place (if any) thereof and the means of remote communications (if any) by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken; *provided, however*, that if the adjournment is for more than thirty (30) days, or if a new record date is fixed for the adjourned meeting, then a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. At the adjourned meeting the Corporation may transact any business that might have been transacted at the original meeting. To the fullest extent permitted by law, the Board may postpone or reschedule any previously scheduled special or annual meeting of stockholders before it is to be held, in which case notice shall be provided to the stockholders of the new date, time and place, if any, of the meeting as provided in Section 1.3 above.

Section 1.5: **Quorum.** At each meeting of stockholders the holders of a majority of the voting power of the shares of stock entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business, unless otherwise required by applicable law. Where a separate vote by a class or classes or series is required, a majority of the voting power of the shares of such class or classes or series present in person or represented by proxy shall constitute a quorum entitled to take action with respect to that vote on that matter. If a quorum shall fail to attend any meeting, the chairperson of the meeting or the holders of a majority of the shares entitled to vote who are present, in person or by proxy, at the meeting may adjourn the meeting. Shares of the Corporation's stock belonging to the Corporation (or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation are held, directly or indirectly, by the Corporation), shall neither be entitled to vote nor be counted for quorum purposes; *provided, however*, that the foregoing shall not limit the right of the Corporation or any other corporation to vote any shares of the Corporation's stock held by it in a fiduciary capacity and to count such shares for purposes of determining a quorum.

Section 1.6: Organization. Meetings of stockholders shall be presided over by such person as the Board may designate, or, in the absence of such a person, the Chairperson of the Board, or, in the absence of such person, the President of the Corporation, or, in the absence of such person, such person as may be chosen by the holders of a majority of the voting power of the shares entitled to vote who are present, in person or by proxy, at the meeting. Such person shall be chairperson of the meeting and, subject to Section 1.10 hereof, shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seems to him or her to be in order. The Secretary of the Corporation shall act as secretary of the meeting, but in such person's absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7: Voting; Proxies.

(a) Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy. Such a proxy may be prepared, transmitted and delivered in any manner permitted by applicable law. Except as may be required in the Certificate of Incorporation, directors shall be elected: (i) by a plurality of the votes cast for such nominee's election in the event the election is contested, or (ii) if the votes cast for such nominee's election exceed the votes cast against such nominee's election in the event such election is not contested. An election shall be deemed to be contested if (i) the number of nominees (or purported nominees) for the board exceeds the number of open board seats (at the time specified in clause (iii) below), (ii) the secretary of the corporation has received one or more notices that a stockholder or stockholders intend to nominate a person or persons for election to the board of directors, which notice(s) purport to be in compliance with Section 1.11 of these bylaws, as applicable, and (iii) all such nominations have not been withdrawn by the proposing stockholder(s) on or prior to the tenth (10th) day preceding the date the corporation first mails its notice of meeting for such meeting to its stockholders (regardless of whether all such nominations are subsequently withdrawn and regardless of whether the board of directors determines that any such notice is not in compliance with Section 1.11 of these bylaws, as applicable). If directors are to be elected by a plurality of the votes cast, stockholders shall not be permitted to vote against a nominee. Unless otherwise provided by applicable law, the rules of any stock exchange upon which the Corporation's securities are listed, the Certificate of Incorporation or these Bylaws, every matter other than a Contested Election shall be decided by a majority of the votes cast for or against the matter.

(b) In order for any person to become a nominee of the Board for service on the Board, such person must submit a resignation, contingent (i) on that person not receiving the required vote for election, and (ii) acceptance of that resignation by the Board in accordance with policies and procedures adopted by the Board for such purposes. A resignation pursuant to this Section 1.7(b) shall provide that it is irrevocable.

Section 1.8: Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, unless otherwise required by law, the Board may fix, in advance, a record date, which shall not precede the date upon which the resolution fixing the record date is adopted by the Board and which shall not be more than sixty (60), nor less than ten (10), days before the date of such meeting, nor more than sixty (60) days prior to any other action. If no record date is fixed by the Board, then the record date shall be as provided by applicable law. To the fullest extent permitted by law, a determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however*, that the Board may fix a new record date for the adjourned meeting.

Section 1.9: List of Stockholders Entitled to Vote. A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order and showing the address of each stockholder and the number of shares registered in the name of each stockholder, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either on a reasonably accessible electronic network as permitted by law (provided that the information required to gain access to the list is provided with the notice of the meeting) or during ordinary business hours at the principal place of business of the Corporation. If the meeting is held at a location where stockholders may attend in person, the list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present at the meeting. If the meeting is held solely by means of remote communication, then the list shall be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access the list shall be provided with the notice of the meeting.

Section 1.10: Inspectors of Elections.

1.10.1 Applicability. Unless otherwise required by the Certificate of Incorporation or by the DGCL, the following provisions of this Section 1.10 shall apply only if and when the Corporation has a class of voting stock that is: (a) listed on a national securities exchange; (b) authorized for quotation on an interdealer quotation system of a registered national securities association; or (c) held of record by more than two thousand (2,000) stockholders. In all other cases, observance of the provisions of this Section 1.10 shall be optional, and at the discretion of the Board.

1.10.2 Appointment. The Corporation shall, in advance of any meeting of stockholders, appoint one or more inspectors of election to act at the meeting and make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting.

1.10.3 Inspector's Oath. Each inspector of election, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability.

1.10.4 Duties of Inspectors. At a meeting of stockholders, the inspectors of election shall (a) ascertain the number of shares outstanding and the voting power of each share, (b) determine the shares represented at a meeting and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period of time a record of the disposition of any challenges made to any determination by the inspectors, and (e) certify their determination of the number of shares represented at the meeting, and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of the duties of the inspectors.

1.10.5 Opening and Closing of Polls. The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting. No ballot, proxies or votes, nor any revocations thereof or changes thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery upon application by a stockholder shall determine otherwise.

1.10.6 Determinations. In determining the validity and counting of proxies and ballots, the inspectors shall be limited to an examination of the proxies, any envelopes submitted with those proxies, any information provided in connection with proxies in accordance with any information provided pursuant to Section 211(a)(2)(b)(i) or (iii) of the DGCL, or Sections 211(e) or 212(c)(2) of the DGCL, ballots and the regular books and records of the Corporation, except that the inspectors may consider other reliable information for the limited purpose of reconciling proxies and ballots submitted by or on behalf of banks, brokers, their nominees or similar persons which represent more votes than the holder of a proxy is authorized by the record owner to cast or more votes than the stockholder holds of record. If the inspectors consider other reliable information for the limited purpose permitted herein, the inspectors at the time they make their certification of their determinations pursuant to this Section 1.10 shall specify the precise information considered by them, including the person or persons from whom they obtained the information, when the information was obtained, the means by which the information was obtained and the basis for the inspectors' belief that such information is accurate and reliable.

Section 1.11: Notice of Stockholder Business; Nominations.

1.11.1 Annual Meeting of Stockholders.

(a) Nominations of persons for election to the Board and the proposal of business to be considered by the stockholders shall be made at an annual meeting of stockholders (i) pursuant to the Corporation's notice of such meeting, (ii) by or at the direction of the Board or (iii) by any stockholder of the Corporation who was a stockholder of record at the time of giving of the notice provided for in this Section 1.11, who is entitled to vote at such meeting and who complies with the notice procedures set forth in this Section 1.11. For the avoidance of doubt, the foregoing clause (iii) shall be the exclusive means for a stockholder to make nominations or propose business (other than business included in the Corporation's proxy materials pursuant to Rule 14a-8 under the Securities Exchange Act of 1934, as amended (such act, and the rules and regulations promulgated thereunder, the "***Exchange Act***")), at an annual meeting of stockholders.

(b) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to Section 1.11.1(a):

(i) the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation;

(ii) such other business must otherwise be a proper matter for stockholder action;

(iii) if the stockholder, or the beneficial owner on whose behalf any such proposal or nomination is made, has provided the Corporation with a Solicitation Notice, as that term is defined in this Section, such stockholder or beneficial owner must, in the case of a proposal, have delivered a proxy statement and form of proxy to holders of at least the percentage of the Corporation's voting shares required under applicable law to carry any such proposal, or, in the case of a nomination or nominations, have delivered a proxy statement and form of proxy to holders of a percentage of the Corporation's voting shares reasonably believed by such stockholder or beneficial holder to be sufficient to elect the nominee or nominees proposed to be nominated by such stockholder, and must, in either case, have included in such materials the Solicitation Notice; and

(iv) if no Solicitation Notice relating thereto has been timely provided pursuant to this Section, the stockholder or beneficial owner proposing such business or nomination must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this Section.

To be timely, a stockholder's notice must be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the seventy-fifth (75th) day nor earlier than the close of business on the one hundred and fifth (105th) day prior to the first anniversary of the preceding year's annual meeting (except in the case of the Corporation's first annual meeting following its initial public offering, for which such notice shall be timely if delivered in the same time period as if such meeting were a special meeting governed by Section 1.11.2); *provided, however*, that in the event that the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder to be timely must be so delivered (A) no earlier than the close of business on the one hundred and fifth (105th) day prior to the currently proposed annual meeting and (B) no later than the close of business on the later of the seventy-fifth (75th) day prior to such annual meeting or the close of business on the tenth (10th) day following the day on which Public Announcement of the date of such meeting is first made by the Corporation. Such stockholder's notice shall set forth:

(x) as to each person whom the stockholder proposes to nominate for election or reelection as a director all information relating to such person that would be required to be disclosed in solicitations of proxies for election of directors, or would be otherwise required, in each case pursuant to Regulation 14A under the Exchange Act, including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected;

(y) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and

(z) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made, (aa) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, (bb) the class and number of shares of the Corporation that are owned beneficially and held of record by such stockholder and such beneficial owner, (cc) a description of any agreement, arrangement or understanding with respect to the nomination or proposal between or among such stockholder and such beneficial owner, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing, (dd) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, warrants, stock appreciation or similar rights, hedging transactions, and borrowed or loaned shares) that has been entered into as of the date of the stockholder's notice by, or on behalf of, such stockholder and such beneficial owners, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder or such beneficial owner, with respect to shares of stock of the Corporation, (ee) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination and (ff) whether either such stockholder or beneficial owner intends to deliver a proxy statement and form of proxy to holders of, in the case of a proposal, at least the percentage of the Corporation's voting shares required under applicable law to carry the proposal or, in the case of a nomination or nominations, a sufficient number of holders of the Corporation's voting shares to elect such nominee or nominees (an affirmative statement of such intent being a "***Solicitation Notice***"). If requested by the Corporation, the information required under clauses (bb), (cc) and (dd) of this subparagraph (z) shall be supplemented by such stockholder and beneficial owner, if any, not later than 10 days after the record date for the meeting to disclose such information as of the record date.

(c) Notwithstanding anything in the second sentence of Section 1.11.1(b) to the contrary, in the event that the number of directors to be elected to the Board is increased and there is no Public Announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board at least seventy five (75) days prior to the first anniversary of the preceding year's annual meeting (or, if the annual meeting is held more than thirty (30) days before or sixty (60) days after such anniversary date, at least seventy five (75) days prior to such annual meeting), a stockholder's notice required by this Section 1.11 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary of the Corporation at the principal executive office of the Corporation no later than the close of business on the tenth (10th) day following the day on which such Public Announcement is first made by the Corporation.

1.11.2 Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of such meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of such meeting (a) by or at the direction of the Board or (b) provided that the Board has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is a stockholder of record at the time of giving of notice of the special meeting, who shall be entitled to vote at the meeting and who complies with the notice procedures set forth in this Section 1.11. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board, any such stockholder may nominate a person or persons (as the case may be), for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice required by Section 1.11.1(b) shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation (i) no earlier than the one hundred fifth (105th) day prior to such special meeting and (ii) no later than the close of business on the later of the seventy fifth (75th) day prior to such special meeting or the tenth (10th) day following the day on which Public Announcement is first made of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting.

1.11.3 <u>General</u>.

(a) Only such persons who are nominated in accordance with the procedures set forth in this Section 1.11 shall be eligible to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 1.11. Except as otherwise provided by law or these Bylaws, the chairperson of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 1.11 and, if any proposed nomination or business is not in compliance herewith, to declare that such defective proposal or nomination shall be disregarded.

(b) For purposes of this Section 1.11, the term "***Public Announcement***" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

(c) Notwithstanding the foregoing provisions of this Section 1.11, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein. Nothing in this Section 1.11 shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

ARTICLE II: BOARD OF DIRECTORS

<u>Section 2.1</u>: <u>Number; Qualifications</u>. The Board shall consist of one or more members. The initial number of directors shall be fixed from time to time as set forth in the Certificate of Incorporation. No decrease in the authorized number of directors constituting the Board shall shorten the term of any incumbent director. Directors need not be stockholders of the Corporation.

<u>Section 2.2</u>: <u>Election; Resignation; Removal; Vacancies</u>. The directors shall be elected as provided in the Certificate of Incorporation. The resignation and removal of directors shall be as provided in the Certificate of Incorporation and in Article I, Section 1.7(b) of these Bylaws. Vacancies occurring in the Board and any newly created directorships resulting from any increase in the authorized number of directors shall be filled, as provided in the Certificate of Incorporation.

<u>Section 2.3</u>: <u>Regular Meetings</u>. Regular meetings of the Board may be held at such places, within or without the State of Delaware, and at such times as the Board may from time to time determine. Notice of regular meetings need not be given if the date, times and places thereof are fixed by resolution of the Board.

<u>Section 2.4</u>: <u>Special Meetings</u>. Special meetings of the Board may be called by the Chairperson of the Board, the President or a majority of the members of the Board then in office and may be held at any time, date or place, within or without the State of Delaware, as the person or persons calling the meeting shall fix. Notice of the time, date and place of such meeting shall be given, orally, in writing or by electronic transmission (including electronic mail), by the person or persons calling the meeting to all directors at least four (4) days before the meeting if the notice is mailed, or at least twenty-four (24) hours before the meeting if such notice is given by telephone, hand delivery, telegram, telex, mailgram, facsimile, electronic mail or other means of electronic transmission. Unless otherwise indicated in the notice, any and all business may be transacted at a special meeting.

<u>Section 2.5</u>: <u>Remote Meetings Permitted</u>. Members of the Board, or any committee of the Board, may participate in a meeting of the Board or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to conference telephone or other communications equipment shall constitute presence in person at such meeting.

<u>Section 2.6</u>: <u>Quorum; Vote Required for Action</u>. Subject to the Certificate of Incorporation regarding the ability of members of the Board to fill a vacancy occurring in the Board, a majority of the Whole Board shall constitute a quorum for the transaction of business. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date or time without further notice thereof. Except as otherwise provided herein or in the Certificate of Incorporation, or required by law, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 2.7: Organization. Meetings of the Board shall be presided over by the Chairperson of the Board, or in such person's absence by the President, or in such person's absence by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in such person's absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8: Written Action by Directors. Any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee, respectively, in the minute books of the Corporation. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 2.9: Powers. The Board may, except as otherwise required by law or the Certificate of Incorporation, exercise all such powers and manage and direct all such acts and things as may be exercised or done by the Corporation.

Section 2.10: Compensation of Directors. Members of the Board, as such, may receive, pursuant to a resolution of the Board, fees and other compensation for their services as directors, including without limitation their services as members of committees of the Board.

ARTICLE III: COMMITTEES

Section 3.1: Committees. The Board may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting of such committee who are not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in a resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority in reference to the following matters: (a) approving, adopting, or recommending to the stockholders any action or matter (other than the election or removal of members of the Board) expressly required by the DGCL to be submitted to stockholders for approval or (b) adopting, amending or repealing any bylaw of the Corporation.

Section 3.2: Committee Rules. Unless the Board otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article II of these Bylaws.

ARTICLE IV: OFFICERS

Section 4.1: Generally. The officers of the Corporation shall consist of a Chief Executive Officer (who may be the Chairperson of the Board or the President), a Secretary and a Treasurer and may consist of such other officers, including a Chief Financial Officer and one or more Vice Presidents, as may from time to time be appointed by the Board. All officers shall be elected by the Board; *provided, however*, that the Board may empower the Chief Executive Officer of the Corporation to appoint any officer other than the Chairperson of the Board, the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer. Each officer shall hold office until such person's successor is appointed or until such person's earlier resignation, death or removal. Any number of offices may be held by the same person. Any officer may resign at any time upon written notice to the Corporation. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled by the Board.

Section 4.2: **Chief Executive Officer.** Subject to the control of the Board and such supervisory powers, if any, as may be given by the Board, the powers and duties of the Chief Executive Officer of the Corporation are:

(a) To act as the general manager and, subject to the control of the Board, to have general supervision, direction and control of the business and affairs of the Corporation;

(b) Subject to Article I, Section 1.6, to preside at all meetings of the stockholders;

(c) Subject to Article I, Section 1.2, to call special meetings of the stockholders to be held at such times and, subject to the limitations prescribed by law or by these Bylaws, at such places as he or she shall deem proper;

(d) To affix the signature of the Corporation to all deeds, conveyances, mortgages, guarantees, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Board or which, in the judgment of the Chief Executive Officer, should be executed on behalf of the Corporation; to sign certificates for shares of stock of the Corporation; and, subject to the direction of the Board, to have general charge of the property of the Corporation and to supervise and control all officers, agents and employees of the Corporation; and

(e) To vote and otherwise act on, or to authorize any officer to vote or otherwise act on, on behalf of the Corporation, in person or by proxy, at any meeting of stockholders of or with respect to any action of stockholders of any other corporation in which this Corporation may hold securities and otherwise to exercise, or authorize any officer otherwise to exercise, any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation.

The President shall be the Chief Executive Officer of the Corporation unless the Board shall designate another officer to be the Chief Executive Officer. If there is no President, and the Board has not designated any other officer to be the Chief Executive Officer, then the Chairperson of the Board shall be the Chief Executive Officer.

Section 4.3: **Chairperson of the Board.** The Chairperson of the Board shall have the power to preside at all meetings of the Board and shall have such other powers and duties as provided in these Bylaws and as the Board may from time to time prescribe.

Section 4.4: **President.** The Chief Executive Officer shall be the President of the Corporation unless the Board shall have designated one individual as the President and a different individual as the Chief Executive Officer of the Corporation. Subject to the provisions of these Bylaws and to the direction of the Board, and subject to the supervisory powers of the Chief Executive Officer (if the Chief Executive Officer is an officer other than the President), and subject to such supervisory powers and authority as may be given by the Board to the Chairperson of the Board, and/or to any other officer, the President shall have the responsibility for the general management and control of the business and affairs of the Corporation and the general supervision and direction of all of the officers, employees and agents of the Corporation (other than the Chief Executive Officer, if the Chief Executive Officer is an officer other than the President) and shall perform all duties and have all powers that are commonly incident to the office of President or that are delegated to the President by the Board.

Section 4.5: **Vice President.** Each Vice President shall have all such powers and duties as are commonly incident to the office of Vice President, or that are delegated to him or her by the Board or the Chief Executive Officer. A Vice President may be designated by the Board to perform the duties and exercise the powers of the Chief Executive Officer in the event of the Chief Executive Officer's absence or disability.

Section 4.6: **Chief Financial Officer.** The Chief Financial Officer shall be the Treasurer of the Corporation unless the Board shall have designated another officer as the Treasurer of the Corporation. Subject to the direction of the Board and the Chief Executive Officer, the Chief Financial Officer shall perform all duties and have all powers that are commonly incident to the office of Chief Financial Officer.

<u>Section 4.7</u>: <u>Treasurer</u>. The Treasurer shall have custody of all moneys and securities of the Corporation. The Treasurer shall make such disbursements of the funds of the Corporation as are authorized and shall render from time to time an account of all such transactions. The Treasurer shall also perform such other duties and have such other powers as are commonly incident to the office of Treasurer, or as the Board or the Chief Executive Officer may from time to time prescribe.

<u>Section 4.8</u>: <u>Secretary</u>. The Secretary shall issue or cause to be issued all authorized notices for, and shall keep, or cause to be kept, minutes of all meetings of the stockholders and the Board. The Secretary shall have charge of the corporate minute books and similar records and shall perform such other duties and have such other powers as are commonly incident to the office of Secretary, or as the Board or the Chief Executive Officer may from time to time prescribe.

<u>Section 4.9</u>: <u>Delegation of Authority</u>. The Board may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

<u>Section 4.10</u>: <u>Removal</u>. Any officer of the Corporation shall serve at the pleasure of the Board and may be removed at any time, with or without cause, by the Board; provided that if the Board has empowered the Chief Executive Officer to appoint any Vice Presidents of the Corporation, then such Vice Presidents may be removed by the Chief Executive Officer. Such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation.

ARTICLE V: STOCK

<u>Section 5.1</u>: <u>Certificates</u>. The shares of capital stock of the Corporation shall be represented by certificates; provided, however, that the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock may be uncertificated shares. Notwithstanding the adoption of such resolution by the Board, each holder of stock represented by certificates shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairperson or Vice-Chairperson of the Board, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation, certifying the number of shares owned by such stockholder in the Corporation. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were an officer, transfer agent or registrar at the date of issue.

<u>Section 5.2</u>: <u>Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates or Uncertificated Shares</u>. The Corporation may issue a new certificate of stock, or uncertificated shares, in the place of any certificate previously issued by it, alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to agree to indemnify the Corporation and/or to give the Corporation a bond sufficient to indemnify it, against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

<u>Section 5.3</u>: <u>Other Regulations</u>. The issue, transfer, conversion and registration of stock certificates and uncertificated securities shall be governed by such other regulations as the Board may establish.

ARTICLE VI: INDEMNIFICATION

<u>Section 6.1</u>: <u>Indemnification of Officers and Directors</u>. Each person who was or is made a party to, or is threatened to be made a party to, or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "***Proceeding***"), by reason of the fact that such person (or a person of whom such person is the legal representative), is or was a member of the Board or officer of the Corporation or a Reincorporated Predecessor (as defined below) or is or was serving at the request of the Corporation or a Reincorporated Predecessor as a member of the board of directors, officer or trustee of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (for purposes of this

Article VI, an "***Indemnitee***"), shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the DGCL as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes and penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith, provided such Indemnitee acted in good faith and in a manner that the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or Proceeding, had no reasonable cause to believe the Indemnitee's conduct was unlawful. Such indemnification shall continue as to an Indemnitee who has ceased to be a director or officer and shall inure to the benefit of such Indemnitees' heirs, executors and administrators. Notwithstanding the foregoing, the Corporation shall indemnify any such Indemnitee seeking indemnity in connection with a Proceeding (or part thereof) initiated by such Indemnitee only if such Proceeding (or part thereof) was authorized by the Board or such indemnification is authorized by an agreement approved by the Board. As used herein, the term the "***Reincorporated Predecessor***" means a corporation that is merged with and into the Corporation in a statutory merger where (a) the Corporation is the surviving corporation of such merger; (b) the primary purpose of such merger is to change the corporate domicile of the Reincorporated Predecessor to Delaware. To the extent that a present or former director or officer of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described in this Section 6.1 or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 6.2: Advancement of Expenses. Except as otherwise provided in a written indemnification agreement between the Corporation and an Indemnitee, the Corporation shall pay all expenses (including attorneys' fees) incurred by such an Indemnitee in defending any such Proceeding as they are incurred in advance of its final disposition; *provided, however*, that if the DGCL then so requires, the payment of such expenses incurred by such Indemnitee in advance of the final disposition of such Proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such Indemnitee, to repay all amounts so advanced if it should be determined ultimately by final judicial decision from which there is no appeal that such Indemnitee is not entitled to be indemnified under this Article VI or otherwise. Expenses (including attorneys' fees) actually and reasonably incurred by an officer or director of the corporation in defending any Proceeding shall be paid by the corporation in advance of the final disposition of such Proceeding upon receipt of a written request therefor (together with documentation reasonably evidencing such expenses) and an undertaking by or on behalf of the person to repay such amounts if it shall ultimately be determined that the person is not entitled to be indemnified under this Article VI or the DGCL. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the corporation or by persons serving at the request of the corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the corporation deems appropriate. The right to advancement of expenses shall not apply to any claim for which indemnity is excluded pursuant to these bylaws, but shall apply to any Proceeding referenced in Section 6.1 prior to a determination that the person is not entitled to be indemnified by the corporation.

Section 6.3: Non-Exclusivity of Rights. The rights conferred on any person in this Article VI shall not be exclusive of any other right that such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, Bylaw, agreement, vote or consent of stockholders or disinterested directors, or otherwise. Additionally, nothing in this Article VI shall limit the ability of the Corporation, in its discretion, to indemnify or advance expenses to persons whom the Corporation is not obligated to indemnify or advance expenses pursuant to this Article VI.

Section 6.4: Indemnification Contracts. The Board is authorized to cause the Corporation to enter into indemnification contracts with any director, officer, employee or agent of the Corporation, or any person serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including employee benefit plans, that provide indemnification or advancement rights to such person. Such rights may be greater than those provided in this Article VI.

Section 6.5: Right of Indemnitee to Bring Suit. The following shall apply to the extent not in conflict with any indemnification contract provided for in Section 6.4 above.

6.5.1 Right to Bring Suit. If a claim under Section 6.1 or 6.2 of this Article VI is not paid in full by the Corporation within ninety (90) days after a written claim has been received by the Corporation, the Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (a) any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the Indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (b) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the Indemnitee has not met any applicable standard for indemnification set forth in applicable law.

6.5.2 Effect of Determination. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in applicable law, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel or its stockholders) that the Indemnitee has not met such applicable standard of conduct, shall create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnitee, be a defense to such suit.

6.5.3 Burden of Proof. In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VI, or otherwise, shall be on the Corporation.

Section 6.6: Nature of Rights. The rights conferred upon Indemnitees in this Article VI shall be contract rights and such rights shall continue as to an Indemnitee who has ceased to be a director, officer or trustee and shall inure to the benefit of the Indemnitee's heirs, executors and administrators. Any amendment, repeal or modification of any provision of this Article VI that adversely affects any right of an Indemnitee or an Indemnitee's successors shall be prospective only, and shall not adversely affect any right or protection conferred on a person pursuant to this Article VI and existing at the time of such amendment, repeal or modification.

Section 6.7: Insurance. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of the DGCL.

ARTICLE VII: NOTICES

Section 7.1: Notice.

7.1.1 Form and Delivery. Except as otherwise specifically required in these Bylaws (including, without limitation, Section 7.1.2 below) or by law, all notices required to be given pursuant to these Bylaws shall be in writing and may, (a) in every instance in connection with any delivery to a member of the Board, be effectively given by hand delivery (including use of a delivery service), by depositing such notice in the mail, postage prepaid, or by sending such notice by prepaid telegram, cablegram, overnight express courier, facsimile, electronic mail or other form of electronic transmission and (b) be effectively delivered to a stockholder when given by hand delivery, by depositing such notice in the mail, postage prepaid or, if specifically consented to by the stockholder as described in Section 7.1.2 of this Article VII by sending such notice by telegram, cablegram, facsimile, electronic mail or other form of electronic transmission. Any such notice shall be addressed to the person to whom notice is to be given at such person's address as it appears on the records of the Corporation. The notice shall be deemed given (a) in the case of hand delivery, when received by the person to whom notice is to be given or by any person accepting such notice on behalf of such person, (b) in the case of delivery by mail, upon deposit in the mail, (c) in the case of delivery by overnight express courier, when dispatched, and (d) in the case of delivery via telegram, cablegram, facsimile, electronic mail or other form of electronic transmission, when dispatched.

7.1.2 Electronic Transmission. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation, or these Bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given in accordance with Section 232 of the DGCL. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Any such consent shall be deemed revoked if (a) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with such consent and (b) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice; *provided*, *however*, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. Notice given pursuant to this Section 7.1.2 shall be deemed given: (i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice; (ii) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (iii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of such posting and the giving of such separate notice; and (iv) if by any other form of electronic transmission, when directed to the stockholder.

7.1.3 Affidavit of Giving Notice. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Corporation that the notice has been given in writing or by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Section 7.2: Waiver of Notice. Whenever notice is required to be given under any provision of the DGCL, the Certificate of Incorporation or these Bylaws, a written waiver of notice, signed by the person entitled to notice, or waiver by electronic transmission by such person, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in any waiver of notice.

ARTICLE VIII: INTERESTED DIRECTORS

Section 8.1: Interested Directors. No contract or transaction between the Corporation and one or more of its members of the Board or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are members of the board of directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof that authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if: (a) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (b) the material facts as to his, her or their relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board, a committee thereof, or the stockholders.

Section 8.2: Quorum. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes the contract or transaction.

ARTICLE IX: MISCELLANEOUS

Section 9.1: Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Board.

Section 9.2: Seal. The Board may provide for a corporate seal, which may have the name of the Corporation inscribed thereon and shall otherwise be in such form as may be approved from time to time by the Board.

Section 9.3: Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on or by means of, or be in the form of, diskettes, CDs, or any other information storage device or method, provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to any provision of the DGCL.

Section 9.4: Reliance upon Books and Records. A member of the Board, or a member of any committee designated by the Board shall, in the performance of such person's duties, be fully protected in relying in good faith upon records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees of the Board, or by any other person as to matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 9.5: Certificate of Incorporation Governs. In the event of any conflict between the provisions of the Certificate of Incorporation and Bylaws, the provisions of the Certificate of Incorporation shall govern.

Section 9.6: Severability. If any provision of these Bylaws shall be held to be invalid, illegal, unenforceable or in conflict with the provisions of the Certificate of Incorporation, then such provision shall nonetheless be enforced to the maximum extent possible consistent with such holding and the remaining provisions of these Bylaws (including without limitation, all portions of any section of these Bylaws containing any such provision held to be invalid, illegal, unenforceable or in conflict with the Certificate of Incorporation, that are not themselves invalid, illegal, unenforceable or in conflict with the Certificate of Incorporation) shall remain in full force and effect.

ARTICLE X: AMENDMENT

Notwithstanding any other provision of these Bylaws, any amendment or repeal of these Bylaws, or adoption of Bylaws, shall require the approval of the Board or the stockholders of the Corporation as provided in the Certificate of Incorporation.

EXHIBIT 10.1

Happen, Inc.
Non-Employee Director Compensation Policy
Effective as of June 2, 2026

Each non-employee member of the board of directors (the "***Board***") of Happen, Inc. (the "***Company***") shall be eligible to receive cash and equity compensation as set forth in this Non-Employee Director Compensation Policy (this "***Policy***"). The cash and equity compensation described in this Policy shall be paid or granted to each member of the Board who is not an employee of the Company or any subsidiary or affiliate of the Company (each, a "***Non-Employee Director***") who is eligible to receive such cash and/or equity compensation, unless such Non-Employee Director declines the receipt of such cash and/or equity compensation.

This Policy will be administered by the Board and supersedes any prior Non-Employee Director compensation policies. Any determination under this Policy by the Board shall be conclusive and binding on the Company and the relevant Non-Employee Director. The Policy will be governed by and construed in accordance with the laws of the State of Delaware. The Board may amend, repeal or replace this Policy in whole or in part at any time and may make exceptions to this Policy in any extraordinary circumstance as determined by the Board. The Company's General Counsel or his/her designee shall determine whether and to what extent a Non-Employee Director is eligible to receive the cash and/or equity compensation set forth in this Policy.

Cash Compensation

Board and Committee Service	**Cash Retainer**
All Non-Employee Directors	$40,000/year
Non-Executive Board Chairperson	$50,000/year
Audit Committee Chairperson	$25,000/year
Compensation Committee, Operational Risk Committee and Credit Risk and Finance Committee Chairperson	$17,500/year
Nominating and Corporate Governance Chairperson	$10,000/year
Audit Committee Member	$12,500/year
Compensation Committee, Operational Risk Committee and Credit Risk and Finance Committee Member	$8,000/year
Nominating and Corporate Governance Member	$5,000/year

For the avoidance of doubt, each committee chairperson shall not receive such committee's member retainer in addition to the chairperson retainer, *provided*, that the Non-Executive Board Chairperson shall receive the cash retainer as a Non-Employee Director and the cash retainer as Non-Executive Board Chairperson.

The cash retainers shall be paid in arrears in semi-annual installments (i.e., a payment in June for January through June service and a payment in December for July through December service), or more frequently as deemed advisable by the Company for administrative or other reasons. A Non-Employee Director who has served as a Non-Employee Director, or as a member of a committee (or as chairperson thereof), during only a portion of a calendar year shall receive a prorated portion of the applicable cash retainer(s).

Equity Compensation

Annual Award

On the date of each annual meeting of stockholders of the Company occurring on or after the effective date of this Policy, each Non-Employee Director who is elected to serve on the Board at such meeting or whose term is scheduled to continue through the date of such meeting shall receive a restricted stock unit ("***RSU***") award (the "***Annual Award***"). The number of shares of Company common stock ("***Common Stock***") subject to the Annual Award shall be determined by dividing (i) $240,000 by (ii) the closing Common Stock price on the grant date, and then rounding up to the nearest whole share; provided, however, that if the grant date is a date that the applicable stock exchange listing the Common Stock (the "***Stock Exchange***") is closed for trading, then the closing Common Stock price on the nearest date preceding the grant date and on which the Stock Exchange was open for trading shall apply and be used.

Each Annual Award shall vest quarterly over a one-year period beginning on the grant date, subject to the Non-Employee Director's continued service through each such vesting date.

Onboarding Award

Any Non-Employee Director who commences service on the Board shall receive on such start date a prorated RSU award (the "***Onboarding Award***"). The number of shares of Common Stock subject to the Onboarding Award shall be determined by dividing (i) the product of (A) $240,000 and (B) a fraction, the numerator of which is 365 minus the number of days that have elapsed between the date of the Company's most recently completed annual meeting of stockholders and the service commencement date for such Non-Employee Director, and the denominator of which is 365, by (ii) the closing Common Stock price on the grant date, and then rounding up to the nearest whole share; provided, however, that if the grant date is a date that the Stock Exchange is closed for trading, then the closing Common Stock price on the nearest date preceding the grant date and on which the Stock Exchange was open for trading shall apply and be used.

The foregoing notwithstanding, in no event shall the number of shares subject to an Onboarding Award be less than $1,000 divided by the closing Common Stock price on the grant date, and then rounding up to the nearest whole share; provided, however, that if the grant date is a date that the Stock Exchange is closed for trading, then the closing Common Stock price on the nearest date preceding the grant date and on which the Stock Exchange was open for trading shall apply and be used.

$1,000 of the shares subject to the Onboarding Award shall vest on the grant date, and the remainder of the Onboarding Award shall vest on the one-year anniversary of the date of the most recently completed annual meeting of stockholders, subject to the Non-Employee Director's continued service through such vesting date.

Bank Service Compensation

Each Non-Employee Director concurrently serves on the board of directors of the Company's banking subsidiary, Happen Bank, National Association (the "***Bank Board***"). Further, each Non-Employee Director who serves on a committee of the Board also serves in a corresponding capacity on the corresponding committee, if any, of the Bank Board. Accordingly, by way of example only, a Non-Employee Director who serves as a member of the Audit Committee of the Board and the chair of the Operational Risk Committee of the Board also concurrently serves as a member of the Bank Board, a member of the Audit Committee of the Bank Board and the chair of the Operational Risk Committee of the Bank Board (such concurrent service, "***Concurrent Service***").

Non-Employee Directors shall not receive any additional compensation for Concurrent Service. However, in the event a Non-Employee Director serves on a committee of the Bank Board for which there is no corresponding Board committee (such Bank Board committee, a "***Bank Only Committee***") and such Bank Only Committee holds at least three meetings in the then current calendar year, then such Non-Employee Director shall be entitled to receive an additional cash retainer for each Bank Only Committee meeting attended as follows: (i) $2,000 for the chairperson of the Bank Only Committee, or (ii) $1,000 for the non-chairperson members of the Bank Only Committee (such additional retainer amount(s), the "***Additional Bank Cash Retainer***"). For the avoidance of doubt, a Bank Only Committee chairperson shall not receive such Bank Only Committee's non-chairperson member retainer in addition to the chairperson retainer. Notwithstanding the foregoing, the maximum aggregate Additional Bank Cash Retainer that any Non-Employee Director may receive in a calendar year is $25,000. Accordingly, by way of example only, a Non-Employee Director who attends, in a given calendar year, ten meetings of a Bank Only Committee as chairperson and ten meetings of a separate Bank Only Committee as a non-chairperson member will be entitled to an aggregate Additional Bank Cash Retainer of $25,000 (rather than $30,000, which is the sum of $2,000 multiplied by ten meetings and $1,000 multiplied by ten meetings).

HAPPEN, INC.

2014 EQUITY INCENTIVE PLAN

As Amended and Restated on June 8, 2023

1. PURPOSE. The purpose of this Plan is to provide incentives to attract, retain and motivate eligible persons whose present and potential contributions are important to the success of the Company, and any Parents and Subsidiaries that exist now or in the future, by offering them an opportunity to participate in the Company's future performance through the grant of Awards. Capitalized terms not defined elsewhere in the text are defined in Section 28.

2. SHARES SUBJECT TO THE PLAN.

2.1. Number of Shares Available. Subject to Sections 2.6 and 21 and any other applicable provisions hereof, the total number of Shares reserved and available for grant and issuance pursuant to this Plan as of the date of adoption of the Plan by the Board, is seven million (7,000,000) Shares, plus (i) any reserved shares not issued or subject to outstanding grants under the Company's 2007 Stock Incentive Plan (the "Prior Plan") on the Effective Date (as defined below), (ii) shares that are subject to stock options or other awards granted under the Prior Plan that cease to be subject to such stock options or other awards by forfeiture or otherwise after the Effective Date, (iii) shares issued under the Prior Plan before or after the Effective Date pursuant to the exercise of stock options that are, after the Effective Date, forfeited, (iv) shares issued under the Prior Plan that are repurchased by the Company at the original issue price and (v) shares that are subject to stock options or other awards under the Prior Plan that are used to pay the exercise price of an option or withheld to satisfy the tax withholding obligations related to any award.

2.2. Lapsed, Returned Awards. Shares subject to Awards, and Shares issued under the Plan under any Award, will again be available for grant and issuance in connection with subsequent Awards under this Plan to the extent such Shares: (a) are subject to issuance upon exercise of an Option or SAR granted under this Plan but which cease to be subject to the Option or SAR for any reason other than exercise of the Option or SAR; (b) are subject to Awards granted under this Plan that are forfeited or are repurchased by the Company at the original issue price; (c) are subject to Awards granted under this Plan that otherwise terminate without such Shares being issued; or (d) are surrendered pursuant to an Exchange Program. To the extent an Award under the Plan is paid out in cash rather than Shares, such cash payment will not result in reducing the number of Shares available for issuance under the Plan. Shares used to pay the exercise price of an Award or withheld to satisfy the tax withholding obligations related to an Award will become available for future grant or sale under the Plan. For the avoidance of doubt, Shares that otherwise become available for grant and issuance because of the provisions of this Section 2.2 shall not include Shares subject to Awards that initially became available because of the substitution clause in Section 21.2 hereof.

2.3. Minimum Share Reserve. At all times the Company shall reserve and keep available a sufficient number of Shares as shall be required to satisfy the requirements of all outstanding Awards granted under this Plan.

2.4. Automatic Share Reserve Increase. The number of Shares available for grant and issuance under the Plan shall be automatically increased January 1 of each of the calendar years 2015 through 2023, by the lesser of (i) five percent (5%) of the number of shares of Common Stock and Common Stock equivalents (including options, RSUs, warrants and the pool of available Shares under the Plan) issued and outstanding on each December 31 immediately prior to the date of increase or (ii) such number of Shares determined by the Board.

2.5. Limitations. No more than seventy million (70,000,000) Shares shall be issued pursuant to the exercise of ISOs.

2.6. Adjustment of Shares. If the number of outstanding Shares is changed by a stock dividend, recapitalization, stock split, reverse stock split, subdivision, combination, reclassification or similar change in the capital structure of the Company, without consideration, then (a) the number of Shares reserved for issuance and future grant under the Plan set forth in Section 2.1, (b) the Exercise Prices of and number of Shares subject to outstanding Options and SARs, (c) the number of Shares subject to other outstanding Awards, (d) the maximum number of shares that may be issued as ISOs set forth in Section 2.5, and (e) the maximum number of Shares that may be issued to an individual or to a new Employee in any one calendar year set forth in Section 3 or to a Non-Employee Director in Section 12 shall be proportionately adjusted, subject to any required action by the Board or the stockholders of the Company and in compliance with applicable securities laws; provided that fractions of a Share will not be issued.

3. ELIGIBILITY. ISOs may be granted only to eligible Employees. All other Awards may be granted to Employees, Consultants, Directors and Non-Employee Directors; provided such Consultants, Directors and Non-Employee Directors render bona fide services not in connection with the offer and sale of securities in a capital-raising transaction.

4. ADMINISTRATION.

4.1. Committee Composition; Authority. This Plan will be administered by the Committee or by the Board acting as the Committee. Subject to the general purposes, terms and conditions of this Plan, and to the direction of the Board, the Committee will have full power to implement and carry out this Plan, except, however, the Board shall establish the terms for the grant of an Award to Non-Employee Directors. The Committee will have the authority to:

(a) construe and interpret this Plan, any Award Agreement and any other agreement or document executed pursuant to this Plan;

(b) prescribe, amend and rescind rules and regulations relating to this Plan or any Award;

(c) select persons to receive Awards;

(d) determine the form and terms and conditions, not inconsistent with the terms of the Plan, of any Award granted hereunder. Such terms and conditions include, but are not limited to, the exercise price, the time or times when Awards may vest and be exercised (which may be based on performance criteria) or settled, any vesting acceleration or waiver of forfeiture restrictions, the method to satisfy tax withholding obligations or any other tax liability legally due, and any restriction or limitation regarding any Award or the Shares relating thereto, based in each case on such factors as the Committee will determine;

(e) determine the number of Shares or other consideration subject to Awards;

(f) determine the Fair Market Value and interpret the applicable provisions of this Plan and the definition of Fair Market Value in connection with circumstances that impact the Fair Market Value, if necessary;

(g) determine whether Awards will be granted singly, in combination with, in tandem with, in replacement of, or as alternatives to, other Awards under this Plan or any other incentive or compensation plan of the Company or any Parent or Subsidiary of the Company;

(h) grant waivers of Plan or Award conditions;

(i) determine the vesting, exercisability and payment of Awards;

(j) correct any defect, supply any omission or reconcile any inconsistency in this Plan, any Award or any Award Agreement;

(k) determine whether an Award has been earned;

(l) determine the terms and conditions of any, and to institute any Exchange Program;

(m) reduce or waive any criteria with respect to Performance Factors;

(n) adjust Performance Factors to take into account changes in law and accounting or tax rules as the Committee deems necessary or appropriate to reflect the impact of extraordinary or unusual items, events or circumstances to avoid windfalls or hardships provided that such adjustments are consistent with the regulations promulgated under Section 162(m) of the Code with respect to persons whose compensation is subject to Section 162(m) of the Code;

(o) adopt terms and conditions, rules and/or procedures (including the adoption of any subplan under this Plan) relating to the operation and administration of the Plan to accommodate requirements of local law and procedures outside of the United States;

(p) make all other determinations necessary or advisable for the administration of this Plan; and

(q) delegate any of the foregoing to a subcommittee consisting of one or more executive officers pursuant to a specific delegation as permitted by applicable law, including Section 157(c) of the Delaware General Corporation Law.

4.2. Committee Interpretation and Discretion. Any determination made by the Committee with respect to any Award shall be made in its sole discretion at the time of grant of the Award or, unless in contravention of any express term of the Plan or Award, at any later time, and such determination shall be final and binding on the Company and all persons having an interest in any Award under the Plan. Any dispute regarding the interpretation of the Plan or any Award Agreement shall be submitted by the Participant or Company to the Committee for review. The resolution of such a dispute by the Committee shall be final and binding on the Company and the Participant. The Committee may delegate to one or more executive officers the authority to review and resolve disputes with respect to Awards held by Participants who are not Insiders, and such resolution shall be final and binding on the Company and the Participant.

4.3. Section 162(m) of the Code and Section 16 of the Exchange Act. When necessary or desirable for an Award to qualify as "performance-based compensation" under Section 162(m) of the Code the Committee shall include at least two persons who are "outside directors" (as defined under Section 162(m) of the Code) and at least two (or a majority if more than two then serve on the Committee) such "outside directors" shall approve the grant of such Award and timely determine (as applicable) the Performance Period and any Performance Factors upon which vesting or settlement of any portion of such Award is to be subject. When required by Section 162(m) of the Code, prior to settlement of any such Award at least two (or a majority if more than two then serve on the Committee) such "outside directors" then serving on the Committee shall determine and certify in writing the extent to which such Performance Factors have been timely achieved and the extent to which the Shares subject to such Award have thereby been earned. Awards granted to Participants who are subject to Section 16 of the Exchange Act must be approved by a committee consisting solely of two or more "non-employee directors" (as defined in the regulations promulgated under Section 16 of the Exchange Act). With respect to Participants whose compensation is subject to Section 162(m) of the Code, and provided that such adjustments are consistent with the regulations promulgated under Section 162(m) of the Code, the Committee may adjust the performance goals to account for changes in law and accounting and to make such adjustments as the Committee deems necessary or appropriate to reflect the impact of extraordinary or unusual items, events or circumstances to avoid windfalls or hardships, including without limitation (i) restructurings, discontinued operations, extraordinary items, and other unusual or non-recurring charges, (ii) an event either not directly related to the operations of the Company or not within the reasonable control of the Company's management, or (iii) a change in accounting standards required by generally accepted accounting principles.

4.4. Documentation. The Award Agreement for a given Award, the Plan and any other documents may be delivered to, and accepted by, a Participant or any other person in any manner (including electronic distribution or posting) that meets applicable legal requirements.

4.5. Foreign Award Recipients. Notwithstanding any provision of the Plan to the contrary, in order to comply with the laws and practices in other countries in which the Company and its Subsidiaries and Affiliates operate or have employees or other individuals eligible for Awards, the Committee, in its sole discretion, shall have the power and authority to: (i) determine which Subsidiaries and Affiliates shall be covered by the Plan; (ii) determine which individuals outside the United States are eligible to participate in the Plan which may include individuals who provide services to the Company, Subsidiary or Affiliate under an agreement with a foreign nation or agency; (iii) modify the terms and conditions of any Award granted to individuals outside the United States or foreign nationals to comply with applicable foreign laws, policies, customs and practices; (iv) establish subplans and modify exercise procedures and other terms and procedures, to the extent the Committee determines such actions to be necessary or advisable (and such subplans and/or modifications shall be attached to this Plan as appendices); provided, however, that no such subplans and/or modifications shall increase the share limitations contained in Section 2.1 hereof; and (v) take any action, before or after an Award is made, that the Committee determines to be necessary or advisable to obtain approval or comply with any local governmental regulatory exemptions or approvals. Notwithstanding the foregoing, the Committee may not take any actions hereunder, and no Awards shall be granted, that would violate the Exchange Act or any other applicable United States securities law, or any other applicable law.

4.6. Acceleration of Vesting. After an Award is granted, the Committee may only accelerate the vesting requirements of the Award pursuant to the terms of or in connection with a Corporate Transaction (as specified in Section 21 of the Plan) or if the Participant's Service terminates for any reason except for Cause.

5. OPTIONS. An Option is the right but not the obligation to purchase a Share, subject to certain conditions, if applicable. The Committee may grant Options to eligible Employees, Consultants and Directors and will determine whether such Options will be Incentive Stock Options within the meaning of the Code ("***ISOs***") or Nonqualified Stock Options ("***NSOs***"), the number of Shares subject to the Option, the Exercise Price of the Option, the period during which the Option may vest and be exercised, and all other terms and conditions of the Option, subject to the following:

5.1. Option Grant. Each Option granted under this Plan will identify the Option as an ISO or an NSO. An Option may be, but need not be, awarded upon satisfaction of such Performance Factors during any Performance Period as are set out in advance in the Participant's individual Award Agreement. If the Option is being earned upon the satisfaction of Performance Factors, then the Committee will: (x) determine the nature, length and starting date of any Performance Period for each Option; and (y) select from among the Performance Factors to be used to measure the performance, if any. Performance Periods may overlap and Participants may participate simultaneously with respect to Options that are subject to different performance goals and other criteria.

5.2. Date of Grant. The date of grant of an Option will be the date on which the Committee makes the determination to grant such Option, or a specified future date. The Award Agreement will be delivered to the Participant within a reasonable time after the granting of the Option.

5.3. Exercise Period. Options may be vested and exercisable within the times or upon the conditions as set forth in the Award Agreement governing such Option; provided, however, that no Option will be exercisable after the expiration of ten (10) years from the date the Option is granted; and provided further that no ISO granted to a person who, at the time the ISO is granted, directly or by attribution owns more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or of any Parent or Subsidiary of the Company ("***Ten Percent Stockholder***") will be exercisable after the expiration of five (5) years from the date the ISO is granted. The Committee also may provide for Options to become exercisable at one time or from time to time, periodically or otherwise, in such number of Shares or percentage of Shares as the Committee determines.

5.4. Exercise Price. The Exercise Price of an Option will be determined by the Committee when the Option is granted; provided that: (i) the Exercise Price of an Option will be not less than one hundred percent (100%) of the Fair Market Value of the Shares on the date of grant and (ii) the Exercise Price of any ISO granted to a Ten Percent Stockholder will not be less than one hundred ten percent (110%) of the Fair Market Value of the Shares on the date of grant. Payment for the Shares purchased may be made in accordance with Section 11 and the Award Agreement and in accordance with any procedures established by the Company.

5.5. Method of Exercise. Any Option granted hereunder will be vested and exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Committee and set forth in the Award Agreement. An Option may not be exercised for a fraction of a Share. An Option will be deemed exercised when the Company receives: (i) notice of exercise (in such form as the Committee may specify from time to time) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised (together with applicable withholding taxes). Full payment may consist of any consideration and method of payment authorized by the Committee and permitted by the Award Agreement and the Plan. Shares issued upon exercise of an Option will be issued in the name of the Participant. Until the Shares are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the Shares are issued, except as provided in Section 2.6 of the Plan. Exercising an Option in any manner will decrease the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

(a) Termination of Service. If the Participant's Service terminates for any reason except for Cause or the Participant's death or Disability, then the Participant may exercise such Participant's Options only to the extent that such Options would have been exercisable by the Participant on the date Participant's Service terminates no later than ninety (90) days after the date Participant's Service terminates (or such shorter or longer time period as may be determined by the Committee, with any exercise beyond three (3) months after the date Participant's Service terminates deemed to be the exercise of an NSO), but in any event no later than the expiration date of the Options.

(b) Death. If the Participant's Service terminates because of the Participant's death (or the Participant dies within ninety (90) days after Participant's Service terminates other than for Cause or because of the Participant's Disability), then the Participant's Options may be exercised only to the extent that such Options would have been exercisable by the Participant on the date Participant's Service terminates and must be exercised by the Participant's legal representative, or authorized assignee, no later than twelve (12) months after the date Participant's Service terminates (or such shorter or longer time period as may be determined by the Committee), but in any event no later than the expiration date of the Options.

(c) Disability. If the Participant's Service terminates because of the Participant's Disability, then the Participant's Options may be exercised only to the extent that such Options would have been exercisable by the Participant on the date Participant's Service terminates and must be exercised by the Participant (or the Participant's legal representative or authorized assignee) no later than twelve (12) months after the date Participant's Service terminates (with any exercise beyond (a) three (3) months after the date Participant's employment terminates when the termination of Service is for a Disability that is not a "permanent and total disability" as defined in Section 22(e)(3) of the Code, or (b) twelve (12) months after the date Participant's employment terminates when the termination of Service is for a Disability that is a "permanent and total disability" as defined in Section 22(e)(3) of the Code, deemed to be exercise of an NSO), but in any event no later than the expiration date of the Options.

(d) Cause. If the Participant is terminated for Cause, then Participant's Options shall expire on such Participant's date of termination of Service, or at such later time and on such conditions as are determined by the Committee, but in any event no later than the expiration date of the Options. Unless otherwise provided in the Award Agreement, Cause shall have the meaning set forth in the Plan.

5.6. Limitations on Exercise. The Committee may specify a minimum number of Shares that may be purchased on any exercise of an Option, provided that such minimum number will not prevent any Participant from exercising the Option for the full number of Shares for which it is then exercisable.

5.7. Limitations on ISOs. With respect to Awards granted as ISOs, to the extent that the aggregate Fair Market Value of the Shares with respect to which such ISOs are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any Parent or Subsidiary) exceeds one hundred thousand dollars ($100,000), such Options will be treated as NSOs. For purposes of this Section 5.7, ISOs will be taken into account in the order in which they were granted. The Fair Market Value of the Shares will be determined as of the time the Option with respect to such Shares is granted. In the event that the Code or the regulations promulgated thereunder are amended after the Effective Date to provide for a different limit on the Fair Market Value of Shares permitted to be subject to ISOs, such different limit will be automatically incorporated herein and will apply to any Options granted after the effective date of such amendment.

5.8. Modification, Extension or Renewal. The Committee may modify, extend or renew outstanding Options and authorize the grant of new Options in substitution therefor, provided that any such action may not, without the written consent of a Participant, impair any of such Participant's rights under any Option previously granted. Any outstanding ISO that is modified, extended, renewed or otherwise altered will be treated in accordance with Section 424(h) of the Code. Subject to Section 18 of this Plan, by written notice to affected Participants, the Committee may reduce the Exercise Price of outstanding Options without the consent of such Participants; provided, however, that the Exercise Price may not be reduced below the Fair Market Value on the date the action is taken to reduce the Exercise Price.

5.9. No Disqualification. Notwithstanding any other provision in this Plan, no term of this Plan relating to ISOs will be interpreted, amended or altered, nor will any discretion or authority granted under this Plan be exercised, so as to disqualify this Plan under Section 422 of the Code or, without the consent of the Participant affected, to disqualify any ISO under Section 422 of the Code.

6. RESTRICTED STOCK AWARDS. A Restricted Stock Award is an offer by the Company to sell to an eligible Employee, Consultant, or Director Shares that are subject to restrictions ("***Restricted Stock***"). The Committee will determine to whom an offer will be made, the number of Shares the Participant may purchase, the Purchase Price, the restrictions under which the Shares will be subject and all other terms and conditions of the Restricted Stock Award, subject to the Plan.

6.1. Restricted Stock Purchase Agreement. All purchases under a Restricted Stock Award will be evidenced by an Award Agreement. Except as may otherwise be provided in an Award Agreement, a Participant accepts a Restricted Stock Award by signing and delivering to the Company an Award Agreement with full payment of the Purchase Price, within thirty (30) days from the date the Award Agreement was delivered to the Participant. If the Participant does not accept such Award within thirty (30) days, then the offer of such Restricted Stock Award will terminate, unless the Committee determines otherwise.

6.2. Purchase Price. The Purchase Price for a Restricted Stock Award will be determined by the Committee and may be less than Fair Market Value on the date the Restricted Stock Award is granted. Payment of the Purchase Price must be made in accordance with Section 11 of the Plan, and the Award Agreement and in accordance with any procedures established by the Company.

6.3. Terms of Restricted Stock Awards. Restricted Stock Awards will be subject to such restrictions as the Committee may impose or are required by law. These restrictions may be based on completion of a specified number of years of service with the Company or upon completion of Performance Factors, if any, during any Performance Period as set out in advance in the Participant's Award Agreement. Prior to the grant of a Restricted Stock Award, the Committee shall: (a) determine the nature, length and starting date of any Performance Period for the Restricted Stock Award; (b) select from among the Performance Factors to be used to measure performance goals, if any; and (c) determine the number of Shares that may be awarded to the Participant. Performance Periods may overlap and a Participant may participate simultaneously with respect to Restricted Stock Awards that are subject to different Performance Periods and having different performance goals and other criteria.

6.4. Termination of Service. Except as may be set forth in the Participant's Award Agreement, vesting ceases on such date Participant's Service terminates (unless determined otherwise by the Committee).

7. STOCK BONUS AWARDS. A Stock Bonus Award is an award to an eligible Employee, Consultant, or Director of Shares for Services to be rendered or for past Services already rendered to the Company or any Parent or

Subsidiary. All Stock Bonus Awards shall be made pursuant to an Award Agreement. No payment from the Participant will be required for Shares awarded pursuant to a Stock Bonus Award.

7.1. Terms of Stock Bonus Awards. The Committee will determine the number of Shares to be awarded to the Participant under a Stock Bonus Award and any restrictions thereon. These restrictions may be based upon completion of a specified number of years of service with the Company or upon satisfaction of performance goals based on Performance Factors during any Performance Period as set out in advance in the Participant's Stock Bonus Agreement. Prior to the grant of any Stock Bonus Award the Committee shall: (a) determine the nature, length and starting date of any Performance Period for the Stock Bonus Award; (b) select from among the Performance Factors to be used to measure performance goals; and (c) determine the number of Shares that may be awarded to the Participant. Performance Periods may overlap and a Participant may participate simultaneously with respect to Stock Bonus Awards that are subject to different Performance Periods and different performance goals and other criteria.

7.2. Form of Payment to Participant. Payment may be made in the form of cash, whole Shares, or a combination thereof, based on the Fair Market Value of the Shares earned under a Stock Bonus Award on the date of payment, as determined in the sole discretion of the Committee.

7.3. Termination of Service. Except as may be set forth in the Participant's Award Agreement, vesting ceases on such date Participant's Service terminates (unless determined otherwise by the Committee).

8. STOCK APPRECIATION RIGHTS. A Stock Appreciation Right ("***SAR***") is an award to an eligible Employee, Consultant, or Director that may be settled in cash, or Shares (which may consist of Restricted Stock), having a value equal to (a) the difference between the Fair Market Value on the date of exercise over the Exercise Price multiplied by (b) the number of Shares with respect to which the SAR is being settled (subject to any maximum number of Shares that may be issuable as specified in an Award Agreement). All SARs shall be made pursuant to an Award Agreement.

8.1. Terms of SARs. The Committee will determine the terms of each SAR including, without limitation: (a) the number of Shares subject to the SAR; (b) the Exercise Price and the time or times during which the SAR may be settled; (c) the consideration to be distributed on settlement of the SAR; and (d) the effect of the Participant's termination of Service on each SAR. The Exercise Price of the SAR will be determined by the Committee when the SAR is granted, and may not be less than Fair Market Value. A SAR may be awarded upon satisfaction of Performance Factors, if any, during any Performance Period as are set out in advance in the Participant's individual Award Agreement. If the SAR is being earned upon the satisfaction of Performance Factors, then the Committee will: (x) determine the nature, length and starting date of any Performance Period for each SAR; and (y) select from among the Performance Factors to be used to measure the performance, if any. Performance Periods may overlap and Participants may participate simultaneously with respect to SARs that are subject to different Performance Factors and other criteria.

8.2. Exercise Period and Expiration Date. A SAR will be exercisable within the times or upon the occurrence of events determined by the Committee and set forth in the Award Agreement governing such SAR. The SAR Agreement shall set forth the expiration date; provided that no SAR will be exercisable after the expiration of ten (10) years from the date the SAR is granted. The Committee may also provide for SARs to become exercisable at one time or from time to time, periodically or otherwise (including, without limitation, upon the attainment during a Performance Period of performance goals based on Performance Factors), in such number of Shares or percentage of the Shares subject to the SAR as the Committee determines. Except as may be set forth in the Participant's Award Agreement, vesting ceases on the date Participant's Service terminates (unless determined otherwise by the Committee). Notwithstanding the foregoing, the rules of Section 5.6 also will apply to SARs.

8.3. Form of Settlement. Upon exercise of a SAR, a Participant will be entitled to receive payment from the Company in an amount determined by multiplying (i) the difference between the Fair Market Value of a Share on the date of exercise over the Exercise Price; times (ii) the number of Shares with respect to which the SAR is exercised. At the discretion of the Committee, the payment from the Company for the SAR exercise may be in cash, in Shares of equivalent value, or in some combination thereof. The portion of a SAR being settled may be paid currently or on a deferred basis with such interest or dividend equivalent, if any, as the Committee determines, provided that the terms of the SAR and any deferral satisfy the requirements of Section 409A of the Code.

8.4. Termination of Service. Except as may be set forth in the Participant's Award Agreement, vesting ceases on such date Participant's Service terminates (unless determined otherwise by the Committee).

9. RESTRICTED STOCK UNITS. A Restricted Stock Unit ("***RSU***") is an award to an eligible Employee, Consultant, or Director covering a number of Shares that may be settled in cash, or by issuance of those Shares (which may consist of Restricted Stock). All RSUs shall be made pursuant to an Award Agreement.

9.1. Terms of RSUs. The Committee will determine the terms of an RSU including, without limitation: (a) the number of Shares subject to the RSU; (b) the time or times during which the RSU may be settled; (c) the consideration to be distributed on settlement; and (d) the effect of the Participant's termination of Service on each RSU. An RSU may be awarded upon satisfaction of such performance goals based on Performance Factors during any Performance Period as are set out in advance in the Participant's Award Agreement. If the RSU is being earned upon satisfaction of Performance Factors, then the Committee will: (x) determine the nature, length and starting date of any Performance Period for the RSU; (y) select from among the Performance Factors to be used to measure the performance, if any; and (z) determine the number of Shares deemed subject to the RSU. Performance Periods may overlap and participants may participate simultaneously with respect to RSUs that are subject to different Performance Periods and different performance goals and other criteria.

9.2. Form and Timing of Settlement. Payment of earned RSUs shall be made as soon as practicable after the date(s) determined by the Committee and set forth in the Award Agreement. The Committee, in its sole discretion, may settle earned RSUs in cash, Shares, or a combination of both. The Committee may also permit a Participant to defer payment under a RSU to a date or dates after the RSU is earned provided that the terms of the RSU and any deferral satisfy the requirements of Section 409A of the Code.

9.3. Termination of Service. Except as may be set forth in the Participant's Award Agreement, vesting ceases on such date Participant's Service terminates (unless determined otherwise by the Committee).

10. PERFORMANCE AWARDS. A Performance Award is an award to an eligible Employee, Consultant, or Director of a cash bonus or an award of Performance Shares denominated in Shares that may be settled in cash, or by issuance of those Shares (which may consist of Restricted Stock). Grants of Performance Awards shall be made pursuant to an Award Agreement solely pursuant to this Section 10.

10.1. Terms of Performance Shares. The Committee will determine, and each Award Agreement shall set forth, the terms of each Performance Award including, without limitation: (a) the amount of any cash bonus, (b) the number of Shares deemed subject to an award of Performance Shares; (c) the Performance Factors and Performance Period that shall determine the time and extent to which each award of Performance Shares shall be settled; (d) the consideration to be distributed on settlement, and (e) the effect of the Participant's termination of Service on each Performance Award. In establishing Performance Factors and the Performance Period the Committee will: (x) determine the nature, length and starting date of any Performance Period; (y) select from among the Performance Factors to be used; and (z) determine the number of Shares deemed subject to the award of Performance Shares. Prior to settlement the Committee shall determine the extent to which Performance Awards have been earned. Performance Periods may overlap and Participants may participate simultaneously with respect to Performance Awards that are subject to different Performance Periods and different performance goals and other criteria. No Participant will be eligible to receive more than $10,000,000 in Performance Awards in any calendar year under Section 10 of this Plan.

10.2. Value, Earning and Timing of Performance Shares. Each Performance Share will have an initial value equal to the Fair Market Value of a Share on the date of grant. After the applicable Performance Period has ended, the holder of Performance Shares will be entitled to receive a payout of the number of Performance Shares earned by the Participant over the Performance Period, to be determined as a function of the extent to which the corresponding Performance Factors or other vesting provisions have been achieved. The Committee, in its sole discretion, may pay earned Performance Shares in the form of cash, in Shares (which have an aggregate Fair Market Value equal to the value of the earned Performance Shares at the close of the applicable Performance Period) or in a combination thereof.

10.3. Termination of Service. Except as may be set forth in the Participant's Award Agreement, vesting ceases on the date Participant's Service terminates (unless determined otherwise by the Committee).

11. PAYMENT FOR SHARE PURCHASES. Payment from a Participant for Shares purchased pursuant to this Plan may be made in cash or by check or, where approved for the Participant by the Committee and where permitted by law (and to the extent not otherwise set forth in the applicable Award Agreement):

(a) by cancellation of indebtedness of the Company to the Participant;

(b) by surrender of shares of the Company held by the Participant that have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which said Award will be exercised or settled;

(c) by waiver of compensation due or accrued to the Participant for services rendered or to be rendered to the Company or a Parent or Subsidiary of the Company;

(d) by consideration received by the Company pursuant to a broker-assisted or other form of cashless exercise program implemented by the Company in connection with the Plan;

(e) by any combination of the foregoing; or

(f) by any other method of payment as is permitted by applicable law.

12. GRANTS TO NON-EMPLOYEE DIRECTORS. Non-Employee Directors are eligible to receive any type of Award offered under this Plan except ISOs. Awards pursuant to this Section 12 may be automatically made pursuant to policy adopted by the Board, or made from time to time as determined in the discretion of the Board. The aggregate number of Shares subject to Awards granted to a Non-Employee Director pursuant to this Section 12 in any calendar year shall not exceed 300,000.

12.1. Eligibility. Awards pursuant to this Section 12 shall be granted only to Non-Employee Directors. A Non-Employee Director who is elected or re-elected as a member of the Board will be eligible to receive an Award under this Section 12.

12.2. Vesting, Exercisability and Settlement. Except as set forth in Section 21, Awards shall vest, become exercisable and be settled as determined by the Board. With respect to Options and SARs, the exercise price granted to Non-Employee Directors shall not be less than the Fair Market Value of the Shares at the time that such Option or SAR is granted.

12.3. Election to Receive Awards in Lieu of Cash. A Non-Employee Director may elect to receive his or her annual retainer payments and/or meeting fees from the Company in the form of cash or Awards or a combination thereof, as determined by the Committee. Such Awards shall be issued under the Plan. An election under this Section 12.3 shall be filed with the Company on the form prescribed by the Company.

13. WITHHOLDING TAXES.

13.1. Withholding Generally. Whenever Shares are to be issued in satisfaction of Awards granted under this Plan or the applicable tax event occurs, the Company may require the Participant to remit to the Company, or to the Parent, Subsidiary or Affiliate employing the Participant, an amount sufficient to satisfy applicable U.S. federal, state, local and international withholding tax requirements or any other tax or social insurance liability legally due from the Participant (as determined without regard to any potential application of Section 83(c)(3) of the Code) prior to the delivery of Shares pursuant to exercise or settlement of any Award. Whenever payments in satisfaction of Awards granted under this Plan are to be made in cash, such payment will be net of an amount sufficient to satisfy applicable U.S. federal, state, local and international withholding tax and social insurance requirements or any other tax liability legally due from the Participant.

13.2. Stock Withholding. The Committee, or its delegate(s), as permitted by applicable law, in its sole discretion and pursuant to such procedures as it may specify from time to time and to limitations of local law, may require or permit a Participant to satisfy such tax withholding obligation or any other tax liability legally due from the Participant, in whole or in part by (without limitation) (i) paying cash, (ii) electing to have the Company withhold otherwise deliverable cash or Shares having a Fair Market Value equal to the minimum statutory amount required to be withheld, or, if applicable, such other withholding amount as mutually agreed upon by the Company and the Participant (provided, in the case of an Insider, that such other amount is approved in advance by the Committee), (iii) delivering to the Company already-owned Shares having a Fair Market Value equal to the minimum statutory amount required to be withheld, or, if applicable, such other withholding amount as mutually agreed upon by the Company and the Participant (provided, in the case of an Insider, that such other amount is approved in advance by the Committee), or (iv) withholding from the proceeds of the sale of otherwise deliverable Shares acquired pursuant to an Award either through a voluntary sale or through a mandatory sale arranged by the Company. The Fair Market Value of the Shares to be withheld or delivered will be determined as of the date that the taxes are required to be withheld or, in the sole discretion of the Company (determined, in the case of any Insider, solely by the Committee), the date immediately prior to the date that taxes are required to be withheld.

14. TRANSFERABILITY.

14.1. Transfer Generally. Unless determined otherwise by the Committee or pursuant to Section 14.2, an Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution. If the Committee makes an Award transferable, including, without limitation, by instrument to an inter vivos or testamentary trust in which the Awards are to be passed to beneficiaries upon the death of the trustor (settlor) or by gift or by domestic relations order to a Permitted Transferee, such Award will contain such additional terms and conditions as the Committee deems appropriate. All Awards shall be exercisable: (i) during the Participant’s lifetime only by (A) the Participant, or (B) the Participant’s guardian or legal representative; (ii) after the Participant’s death, by the legal representative of the Participant’s heirs or legatees; and (iii) in the case of all awards except ISOs, by a Permitted Transferee.

14.2. Award Transfer Program. Notwithstanding any contrary provision of the Plan, the Committee shall have all discretion and authority to determine and implement the terms and conditions of any Award Transfer Program instituted pursuant to this Section 14.2 and shall have the authority to amend the terms of any Award participating, or otherwise eligible to participate in, the Award Transfer Program, including (but not limited to) the authority to (i) amend (including to extend) the expiration date, post-termination exercise period and/or forfeiture conditions of any such Award, (ii) amend or remove any provisions of the Award relating to the Award holder’s continued service to the Company or its Parent or any Subsidiary, (iii) amend the permissible payment methods with respect to the exercise or purchase of any such Award, (iv) amend the adjustments to be implemented in the event of changes in the capitalization and other similar events with respect to such Award, and (v) make such other changes to the terms of such Award as the Committee deems necessary or appropriate in its sole discretion.

15. PRIVILEGES OF STOCK OWNERSHIP; RESTRICTIONS ON SHARES.

15.1. Voting and Dividends. No Participant will have any of the rights of a stockholder with respect to any Shares until the Shares are issued to the Participant, except for any dividend equivalent rights permitted by an applicable Award Agreement. After Shares are issued to the Participant, the Participant will be a stockholder and have all the rights of a stockholder with respect to such Shares, including the right to vote and receive all dividends or other distributions made or paid with respect to such Shares; provided, that if such Shares are Restricted Stock, then any new, additional or different securities the Participant may become entitled to receive with respect to such Shares by virtue of a stock dividend, stock split or any other change in the corporate or capital structure of the Company will be subject to the same restrictions as the Restricted Stock; provided, further, that the Participant will have no right to retain such stock dividends or stock distributions with respect to Shares that are repurchased at the Participant's Purchase Price or Exercise Price, as the case may be, pursuant to Section 15.2. Notwithstanding any other provision of the Plan to the contrary, with respect to any Award that provides for or includes a right to dividends or dividend equivalents, if dividends are declared during the period that an equity Award is outstanding, such dividends (or dividend equivalents) shall either (i) not be paid or credited with respect to such Award or (ii) be accumulated but remain subject to vesting requirement(s) to the extent as the applicable Award and shall only be paid at the time or times such vesting requirement(s) are satisfied.

15.2. Restrictions on Shares. At the discretion of the Committee, the Company may reserve to itself and/or its assignee(s) a right to repurchase (a "***Right of Repurchase***") a portion of any or all Unvested Shares held by a Participant following such Participant's termination of Service at any time within ninety (90) days (or such longer or shorter time determined by the Committee) after the later of the date Participant's Service terminates and the date the Participant purchases Shares under this Plan, for cash and/or cancellation of purchase money indebtedness, at the Participant's Purchase Price or Exercise Price, as the case may be.

16. CERTIFICATES. All Shares or other securities whether or not certificated, delivered under this Plan will be subject to such stock transfer orders, legends and other restrictions as the Committee may deem necessary or advisable, including restrictions under any applicable U.S. federal, state or foreign securities law, or any rules, regulations and other requirements of the SEC or any stock exchange or automated quotation system upon which the Shares may be listed or quoted and any non-U.S. exchange controls or securities law restrictions to which the Shares are subject.

17. ESCROW; PLEDGE OF SHARES. To enforce any restrictions on a Participant's Shares, the Committee may require the Participant to deposit all certificates representing Shares, together with stock powers or other instruments of transfer approved by the Committee, appropriately endorsed in blank, with the Company or an agent designated by the Company to hold in escrow until such restrictions have lapsed or terminated, and the Committee may cause a legend or legends referencing such restrictions to be placed on the certificates. Any Participant who is permitted to execute a promissory note as partial or full consideration for the purchase of Shares under this Plan will be required to pledge and deposit with the Company all or part of the Shares so purchased as collateral to secure the payment of the Participant's obligation to the Company under the promissory note; provided, however, that the Committee may require or accept other or additional forms of collateral to secure the payment of such obligation and, in any event, the Company will have full recourse against the Participant under the promissory note notwithstanding any pledge of the Participant's Shares or other collateral. In connection with any pledge of the Shares, the Participant will be required to execute and deliver a written pledge agreement in such form as the Committee will from time to time approve. The Shares purchased with the promissory note may be released from the pledge on a pro rata basis as the promissory note is paid.

18. REPRICING; EXCHANGE AND BUYOUT OF AWARDS. Notwithstanding anything to the contrary in the Plan, except in connection with an adjustment in Section 2.6, the Committee will not, without the further approval of the stockholders of the Company, authorize the amendment of any outstanding Option or SAR to reduce the Exercise Price; no Option or SAR will be cancelled and replaced with awards having a lower Exercise Price, or for another award, or for cash, without further approval of the stockholders of the Company, except in connection with an adjustment in Section 2.6; furthermore, no Option or SAR will provide for the payment, at the time of exercise, of a cash bonus or grant of Options, SARs, or other awards, without further approval of the stockholders of the Company. The foregoing sentence is intended to prohibit the repricing of "underwater" Options or SARs without approval of the stockholders of the Company and will not be construed to prohibit the adjustments provided for in Section 2.6.

19. SECURITIES LAW AND OTHER REGULATORY COMPLIANCE. An Award will not be effective unless such Award is in compliance with all applicable U.S. and foreign federal and state securities and exchange control laws, rules and regulations of any governmental body, and the requirements of any stock exchange or automated quotation system upon which the Shares may then be listed or quoted, as they are in effect on the date of grant of the Award and also on the date of exercise or other issuance. Notwithstanding any other provision in this Plan, the Company will have no obligation to issue or deliver certificates for Shares under this Plan prior to: (a) obtaining any approvals from governmental agencies that the Company determines are necessary or advisable; and/or (b) completion of any registration or other qualification of such Shares under any state or federal or foreign law or ruling of any governmental body that the Company determines to be necessary or advisable. The Company will be under no obligation to register the Shares with the SEC or to effect compliance with the registration, qualification or listing requirements of any foreign or state securities laws, exchange control laws, stock exchange or automated quotation system, and the Company will have no liability for any inability or failure to do so.

20. NO OBLIGATION TO EMPLOY. Nothing in this Plan or any Award granted under this Plan will confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or any Parent, Subsidiary or Affiliate or limit in any way the right of the Company or any Parent, Subsidiary or Affiliate to terminate Participant's employment or other relationship at any time.

21. CORPORATE TRANSACTIONS.

21.1. Assumption or Replacement of Awards by Successor. In the event that the Company is subject to a Corporate Transaction, outstanding Awards acquired under the Plan shall be subject to the documentation evidencing the Corporate Transaction, which need not treat all outstanding Awards in an identical manner. Such agreement, without the Participant's consent, shall provide for one or more of the following with respect to all outstanding Awards as of the effective date of such Corporate Transaction.

(a) The continuation of an outstanding Award by the Company (if the Company is the successor entity).

(b) The assumption of an outstanding Award by the successor or acquiring entity (if any) of such Corporate Transaction (or by its parents, if any), which assumption, will be binding on all selected Participants; provided that the exercise price and the number and nature of shares issuable upon exercise of any such option or stock appreciation right, or any award that is subject to Section 409A of the Code, will be adjusted appropriately pursuant to Section 424(a) of the Code.

(c) The substitution by the successor or acquiring entity in such Corporate Transaction (or by its parents, if any) of equivalent awards with substantially the same terms for such outstanding Awards (except that the exercise price and the number and nature of shares issuable upon exercise of any such option or stock appreciation right, or any award that is subject to Section 409A of the Code, will be adjusted appropriately pursuant to Section 424(a) of the Code).

(d) The full acceleration of exercisability or vesting and accelerated expiration of an outstanding Award and lapse of the Company's right to repurchase or re-acquire shares acquired under an Award or lapse of forfeiture rights with respect to shares acquired under an Award.

(e) The settlement of the full value of such outstanding Award (whether or not then vested or exercisable) in cash, cash equivalents, or securities of the successor entity (or its parent, if any) with a Fair Market Value equal to the required amount, followed by the cancellation of such Awards; provided however, that such Award may be cancelled if such Award has no value, as determined by the Committee, in its discretion. Subject to Section 409A of the Code, such payment may be made in installments and may be deferred until the date or dates the Award would have become exercisable or vested. Such payment may be subject to vesting based on the Participant's continued service, provided that the vesting schedule shall not be less favorable to the Participant than the schedule under which the Award would have become vested or exercisable. For purposes of this Section 21.1(e), the Fair Market Value of any security shall be determined without regard to any vesting conditions that may apply to such security.

The Board shall have full power and authority to assign the Company's right to repurchase or re-acquire or forfeiture rights to such successor or acquiring corporation. In addition, in the event such successor or acquiring corporation refuses to assume, convert, replace or substitute Awards, as provided above, pursuant to a Corporate Transaction, the Committee will notify the Participant in writing or electronically that such Award will be exercisable to the extent exercisable or vested at that time, after giving effect to any acceleration approved by the Board or Committee or pursuant to an agreement governing the Award, for a period of time determined by the Committee in its sole discretion, and such Award will terminate upon the expiration of such period. Awards need not be treated similarly in a Corporate Transaction.

21.2. Assumption of Awards by the Company. The Company, from time to time, also may substitute or assume outstanding awards granted by another company, whether in connection with an acquisition of such other company or otherwise, by either; (a) granting an Award under this Plan in substitution of such other company's award; or (b) assuming such award as if it had been granted under this Plan if the terms of such assumed award could be applied to an Award granted under this Plan. Such substitution or assumption will be permissible if the holder of the substituted or assumed award would have been eligible to be granted an Award under this Plan if the other company had applied the rules of this Plan to such grant. In the event the Company assumes an award granted by another company, the terms and conditions of such award will remain unchanged (except that the Purchase Price or the Exercise Price, as the case may be, and the number and nature of Shares issuable upon exercise or settlement of any such Award will be adjusted appropriately pursuant to Section 424(a) of the Code). In the event the Company elects to grant a new Option in substitution rather than assuming an existing option, such new Option may be granted with a similarly adjusted Exercise Price. Substitute Awards shall not reduce the number of Shares authorized for grant under the Plan or authorized for grant to a Participant in a calendar year.

21.3. Non-Employee Directors' Awards. Notwithstanding any provision to the contrary herein, in the event of a Corporate Transaction, the vesting of all Awards granted to Non-Employee Directors shall accelerate and such Awards shall become exercisable (as applicable) in full prior to the consummation of such event at such times and on such conditions as the Committee determines.

22. ADOPTION AND STOCKHOLDER APPROVAL. This Plan shall be submitted for the approval of the Company's stockholders, consistent with applicable laws, within twelve (12) months before or after the date this Plan is adopted by the Board.

23. TERM OF PLAN/GOVERNING LAW. Unless earlier terminated as provided herein, this Plan will become effective on the Effective Date and will terminate fourteen (14) years from the date this Plan is adopted by the Board. This Plan and all Awards granted hereunder shall be governed by and construed in accordance with the laws of the State of Delaware (excluding its conflict of laws rules).

24. AMENDMENT OR TERMINATION OF PLAN. The Board may at any time terminate or amend this Plan in any respect, including, without limitation, amendment of any form of Award Agreement or instrument to be executed pursuant to this Plan; provided, however, that the Board will not, without the approval of the stockholders of the Company, amend this Plan in any manner that requires such stockholder approval; provided further, that a Participant's Award shall be governed by the version of this Plan then in effect at the time such Award was granted.

25. NONEXCLUSIVITY OF THE PLAN. Neither the adoption of this Plan by the Board, the submission of this Plan to the stockholders of the Company for approval, nor any provision of this Plan will be construed as creating any limitations on the power of the Board to adopt such additional compensation arrangements as it may deem desirable, including, without limitation, the granting of stock awards and bonuses otherwise than under this Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

26. INSIDER TRADING POLICY. Each Participant who receives an Award shall comply with any policy adopted by the Company from time to time covering transactions in the Company's securities by Employees, officers and/or directors of the Company.

27. ALL AWARDS SUBJECT TO COMPANY CLAWBACK OR RECOUPMENT POLICY. All Awards, subject to applicable law, shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of Participant's employment or other service with the Company that is applicable to executive officers, employees, directors or other service providers of the Company, and in addition to any other remedies available under such policy and applicable law, may require the cancellation of outstanding Awards and the recoupment of any gains realized with respect to Awards.

28. <u>DEFINITIONS</u>. As used in this Plan, and except as elsewhere defined herein, the following terms will have the following meanings:

28.1. "***Affiliate***" means (i) any entity that, directly or indirectly, is controlled by, controls or is under common control with, the Company and (ii) any entity in which the Company has a significant equity interest, in either case as determined by the Committee, whether now or hereafter existing.

28.2. "***Award***" means any award under the Plan, including any Option, Restricted Stock, Stock Bonus, Stock Appreciation Right, Restricted Stock Unit or award of Performance Shares.

28.3. "***Award Agreement***" means, with respect to each Award, the written or electronic agreement between the Company and the Participant setting forth the terms and conditions of the Award and country-specific appendix thereto for grants to non-U.S. Participants, which shall be in substantially a form (which need not be the same for each Participant) that the Committee (or in the case of Award agreements that are not used for Insiders, the Committee's delegate(s)) has from time to time approved, and will comply with and be subject to the terms and conditions of this Plan.

28.4. "***Award Transfer Program***" means any program instituted by the Committee which would permit Participants the opportunity to transfer any outstanding Awards to a financial institution or other person or entity approved by the Committee.

28.5. "***Board***" means the Board of Directors of the Company.

28.6. "***Cause***" means (i) Participant's willful failure substantially to perform his or her duties and responsibilities to the Company or deliberate violation of a Company policy; (ii) Participant's commission of any act of fraud, embezzlement, dishonesty or any other willful misconduct that has caused or is reasonably expected to result in material injury to the Company; (iii) unauthorized use or disclosure by Participant of any proprietary information or trade secrets of the Company or any other party to whom the Participant owes an obligation of nondisclosure as a result of his or her relationship with the Company; or (iv) Participant's willful breach of any of his or her obligations under any written agreement or covenant with the Company. The determination as to whether a Participant is being terminated for Cause shall be made in good faith by the Company and shall be final and binding on the Participant. The foregoing definition does not in any way limit the Company's ability to terminate a Participant's employment or consulting relationship at any time as provided in Section 20 above, and the term "Company" will be interpreted to include any Subsidiary or Parent, as appropriate. Notwithstanding the foregoing, the foregoing definition of "Cause" may, in part or in whole, be modified or replaced in each individual employment agreement or Award Agreement with any Participant, provided that such document supersedes the definition provided in this Section 28.6.

28.7. "***Code***" means the United States Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

28.8. "***Committee***" means the Compensation Committee of the Board or those persons to whom administration of the Plan, or part of the Plan, has been delegated as permitted by law.

28.9. "***Common Stock***" means the common stock of the Company.

28.10. "***Company***" means Happen, Inc., or any successor corporation.

28.11. "***Consultant***" means any person, including an advisor or independent contractor, engaged by the Company or a Parent, Subsidiary or Affiliate to render services to such entity.

28.12. "***Corporate Transaction***" means the occurrence of any of the following events: (i) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the total voting power represented by the Company's then-outstanding voting securities; provided, however, that for purposes of this subclause (i) the acquisition of additional securities by any one Person who is considered to own more than fifty percent (50%) of the total voting power of the securities of the Company will not be considered a Corporate Transaction; (ii) the consummation of the sale, transfer or disposition by the Company of all or substantially all of the Company's assets; (iii) the consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) more than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation; (iv) any other transaction which qualifies as a "corporate transaction" under Section 424(a) of the Code wherein the stockholders of the Company give up all of their equity interest in the Company (except for the acquisition, sale or transfer of all or substantially all of the outstanding shares of the Company) or (v) a change in the effective control of the Company that occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by members of the Board whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purpose of this subclause (v), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Corporate Transaction. For purposes of this definition, Persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company. Notwithstanding the foregoing, to the extent that any amount constituting deferred compensation (as defined in Section 409A of the Code) would become payable under this Plan by reason of a Corporate Transaction, such amount shall become payable only if the event constituting a Corporate Transaction would also qualify as a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company, each as defined within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final Treasury Regulations and IRS guidance that has been promulgated or may be promulgated thereunder from time to time.

28.13. "***Director***" means a member of the Board.

28.14. "***Disability***" means in the case of incentive stock options, total and permanent disability as defined in Section 22(e)(3) of the Code and in the case of other Awards, that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

28.15. "***Effective Date***" means the day immediately prior to the date of the underwritten initial public offering of the Company's Common Stock pursuant to a registration statement that is declared effective by the SEC.

28.16. "***Employee***" means any person, including officers and Directors, providing services as an employee to the Company or any Parent, Subsidiary or Affiliate. Neither service as a Director nor payment of a director's fee by the Company will be sufficient to constitute "employment" by the Company.

28.17. "***Exchange Act***" means the United States Securities Exchange Act of 1934, as amended.

28.18. "***Exchange Program***" means a program pursuant to which (i) outstanding Awards are surrendered, cancelled or exchanged for cash, the same type of Award or a different Award (or combination thereof) or (ii) the exercise price of an outstanding Award is increased or reduced.

28.19. "***Exercise Price***" means, with respect to an Option, the price at which a holder may purchase the Shares issuable upon exercise of an Option and with respect to a SAR, the price at which the SAR is granted to the holder thereof.

28.20. "***Fair Market Value***" means, as of any date, the value of a share of the Company's Common Stock determined as follows:

(a) if such Common Stock is publicly traded and is then listed on a national securities exchange, its closing price on the date of determination on the principal national securities exchange on which the Common Stock is listed or admitted to trading as reported in *The Wall Street* Journal or such other source as the Committee deems reliable;

(b) if such Common Stock is publicly traded but is neither listed nor admitted to trading on a national securities exchange, the average of the closing bid and asked prices on the date of determination as reported in *The Wall Street Journal* or such other source as the Committee deems reliable;

(c) in the case of an Option or SAR grant made on the Effective Date, the price per share at which shares of the Company's Common Stock are initially offered for sale to the public by the Company's underwriters in the initial public offering of the Company's Common Stock pursuant to a registration statement filed with the SEC under the Securities Act; or

(d) if none of the foregoing is applicable, by the Board or the Committee in good faith.

28.21. "***Insider***" means an officer or director of the Company or any other person whose transactions in the Company's Common Stock are subject to Section 16 of the Exchange Act.

28.22. "***IRS***" means the United States Internal Revenue Service.

28.23. "***Non-Employee Director***" means a Director who is not an Employee of the Company or any Parent or Subsidiary.

28.24. "***Option***" means an award of an option to purchase Shares pursuant to Section 5.

28.25. "***Parent***" means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company if each of such corporations other than the Company owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

28.26. "***Participant***" means a person who holds an Award under this Plan.

28.27. "***Performance Award***" means cash or stock granted pursuant to Section 10 or Section 12 of the Plan.

28.28. "***Performance Factors***" means any of the factors selected by the Committee and specified in an Award Agreement, from among the following objective measures, either individually, alternatively or in any combination, applied to the Company as a whole or any business unit or Subsidiary, either individually, alternatively, or in any combination, on a GAAP or non-GAAP basis, and measured, to the extent applicable on an absolute basis or relative to a pre-established target, to determine whether the performance goals established by the Committee with respect to applicable Awards have been satisfied:

(a) Profit before tax;

(b) Billings;

(c) Revenue;

(d) Net revenue;

(e) Earnings (which may include earnings before interest and taxes, earnings before taxes, and net earnings, or as otherwise adjusted);

(f) Operating income;

(g) Operating margin;

(h) Operating profit;

(i) Controllable operating profit, or net operating profit;

(j) Net profit;

(k) Gross margin;

(l) Operating expenses or operating expenses as a percentage of revenue;

(m) Net income;

(n) Earnings per share;

(o) Total stockholder return;

(p) Market share;

(q) Return on assets or net assets;

(r) The Company's stock price;

(s) Growth in stockholder value relative to a pre-determined index;

(t) Return on equity;

(u) Return on invested capital;

(v) Cash Flow (including free cash flow or operating cash flows);

(w) Cash conversion cycle;

(x) Economic value added;

(y) Individual confidential business objectives;

(z) Contract awards or backlog;

(aa) Overhead or other expense reduction;

(bb) Credit rating;

(cc) Strategic plan development and implementation;

(dd) Succession plan development and implementation;

(ee) Improvement in workforce diversity;

(ff) Customer indicators;

(gg) New product invention or innovation;

(hh) Attainment of research and development milestones;

(ii) Improvements in productivity;

(jj) Bookings;

(kk) Attainment of objective operating goals and employee metrics; and

(ll) Any other metric that is capable of measurement as determined by the Committee.

The Committee may, in recognition of unusual or non-recurring items such as acquisition-related activities or changes in applicable accounting rules, provide for one or more equitable adjustments (based on objective standards) to the Performance Factors to preserve the Committee's original intent regarding the Performance Factors at the time of the initial award grant. It is within the sole discretion of the Committee to make or not make any such equitable adjustments.

28.29. "***Performance Period***" means the period of service determined by the Committee, not to exceed five (5) years, during which years of service or performance is to be measured for the Award.

28.30. "***Performance Share***" means an Award granted pursuant to Section 10 or Section 12 of the Plan.

28.31. "***Permitted Transferee***" means any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (including adoptive relationships) of the Employee, any person sharing the Employee's household (other than a tenant or employee), a trust in which these persons (or the Employee) have more than 50% of the beneficial interest, a foundation in which these persons (or the Employee) control the management of assets, and any other entity in which these persons (or the Employee) own more than 50% of the voting interests.

28.32. "***Person***" shall have the meaning as such term is used in Sections 13(d) and 14(d) of the Exchange Act.

28.33. "***Plan***" means this Happen, Inc. 2014 Equity Incentive Plan, as amended and restated.

28.34. "***Purchase Price***" means the price to be paid for Shares acquired under the Plan, other than Shares acquired upon exercise of an Option or SAR.

28.35. "***Restricted Stock Award***" means an award of Shares pursuant to Section 6 or Section 12 of the Plan, or issued pursuant to the early exercise of an Option.

28.36. "***Restricted Stock Unit***" means an Award granted pursuant to Section 9 or Section 12 of the Plan.

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

28.38. "***Securities Act***" means the United States Securities Act of 1933, as amended.

28.39. "***Service***" shall mean service as an Employee, Consultant, Director or Non-Employee Director, to the Company or a Parent, Subsidiary or Affiliate of the Company, subject to such further limitations as may be set forth in the Plan or the applicable Award Agreement. An Employee will not be deemed to have ceased to provide Service in the case of (i) medical leave, (ii) military leave, or (iii) any other leave of absence approved by the Company. In the case of any Employee on an approved leave of absence or a reduction in hours worked (for illustrative purposes only, a change in schedule from that of full-time to part-time), the Company may make such provisions respecting suspension of or modification of vesting of the Award while on leave from the employ of the Company or a Parent, Subsidiary or Affiliate or during such change in working hours as it may deem appropriate, pursuant to formal policy adopted from time to time by the Company, except that in no event may an Award be exercised after the expiration of the term set forth in the applicable Award Agreement. In the event of military leave, if required by applicable laws, vesting shall continue for the longest period that vesting continues under any other statutory or Company approved leave of absence and, upon a Participant's returning from military leave (under conditions that would entitle him or her to protection upon such return under the Uniform Services Employment and Reemployment Rights Act), he or she shall be given vesting credit with respect to Awards to the same extent as would have applied had the Participant continued to provide services to the Company throughout the leave on the same terms as he or she was providing services immediately prior to such leave. Except as set forth in this Section 28.39, an employee shall have terminated employment as of the date he or she ceases to provide services (regardless of whether the termination is in breach of local employment laws or is later found to be invalid) and employment shall not be extended by any notice period or garden leave mandated by local law, *provided however*, that a change in status from an employee to a consultant or advisor shall not terminate the service provider's Service, unless determined by the Committee, in its discretion. The Committee will have sole discretion to determine whether a Participant has ceased to provide Services and the effective date on which the Participant ceased to provide Services.

28.40. "***Shares***" means shares of the Common Stock and the common stock of any successor security.

28.41. "***Stock Appreciation Right***" means an Award granted pursuant to Section 8 or Section 12 of the Plan.

28.42. "***Stock Bonus***" means an Award granted pursuant to Section 7 or Section 12 of the Plan.

28.43. "***Subsidiary***" means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if each of the corporations other than the last corporation in the unbroken chain owns stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

28.44. "***Treasury Regulations***" means regulations promulgated by the United States Treasury Department.

28.45. "***Unvested Shares***" means Shares that have not yet vested or are subject to a right of repurchase in favor of the Company (or any successor thereto).

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Notice of Stock Option Grant

HAPPEN, INC. 2014 EQUITY INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in the Happen, Inc. (the "***Company***") 2014 Equity Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Stock Option Grant (the "***Notice of Grant***") and the attached Stock Option Agreement (the "***Option Agreement***"). You, the Optionee, have been granted an Option to purchase shares of Common Stock of the Company under the Plan subject to the terms and conditions of the Plan, this Notice of Grant and the attached Option Agreement.

Name:	
Address:	
Date of Grant:	
Vesting Commencement Date:	
Exercise price per Share:	
Total Number of Shares:	
Type of Option:	Non-Qualified Stock Option
	Incentive Stock Option
Expiration Date:	, 20 ; This Option expires earlier if your Service terminates earlier, as described in the Stock Option Agreement.
Vesting Schedule:	This Option becomes exercisable with respect to the first 25% of the Shares subject to this Option when you complete 12 months of continuous Service from the Vesting Commencement Date. Thereafter, this Option becomes exercisable with respect to an additional 1/48th of the Shares subject to this Option when you complete each month of Service.
Additional Terms:	☐ If this box is checked, the additional terms and conditions set forth on Attachment 1 hereto (as executed by the Company) are applicable and are incorporated herein by reference. No document need be attached as Attachment 1 if the box is not checked.

By accepting this Option, you and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan, the Notice of Grant and the Option Agreement. By accepting this Option, you consent to electronic delivery as set forth in the Option Agreement.

OPTIONEE:	**HAPPEN, INC.**
Signature:	By:
Print Name:	Name:
	Its:

STOCK OPTION AGREEMENT

HAPPEN, INC.
2014 EQUITY INCENTIVE PLAN

You have been granted an Option by Happen, Inc. (the "***Company***") under the 2014 Equity Incentive Plan (the "***Plan***") to purchase Shares (the "***Option***"), subject to the terms, restrictions and conditions of the Plan, the Notice of Stock Option Grant (the "***Notice of Grant***") and this Stock Option Agreement (the "***Agreement***").

1. Grant of Option. You have been granted an Option for the number of Shares set forth in the Notice of Grant at the exercise price per Share set forth in the Notice of Grant (the "***exercise price***"). In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of the Plan shall prevail. If designated in the Notice of Grant as an Incentive Stock Option ("***ISO***"), this Option is intended to qualify as an Incentive Stock Option under Section 422 of the Code. However, if this Option is intended to be an ISO, to the extent that it exceeds the $100,000 rule of Code Section 422(d) it shall be treated as a Nonqualified Stock Option ("***NSO***").

2. Termination Period.

(a) General Rule. If your Service terminates for any reason except death or Disability, and other than for Cause, then this Option will expire at the close of business at Company headquarters on the date three months after your termination of Service (subject to the expiration detailed in Section 6). If your Service is terminated for Cause, this Option will expire upon the date of such termination. The Company determines when your Service terminates for all purposes under this Agreement.

(b) Death; Disability. If you die before your Service terminates (or you die within three months of your termination of Service other than for Cause), then this Option will expire at the close of business at Company headquarters on the date 12 months after the date of death (subject to the expiration detailed in Section 6). If your Service terminates because of your Disability, then this Option will expire at the close of business at Company headquarters on the date 12 months after your termination date (subject to the expiration detailed in Section 6).

(c) No Notice. You are responsible for keeping track of these exercise periods following your termination of Service for any reason. The Company will not provide further notice of such periods. In no event shall this Option be exercised later than the Expiration Date set forth in the Notice of Grant.

3. Exercise of Option.

(a) Right to Exercise. This Option is exercisable during its term in accordance with the Vesting Schedule set forth in the Notice of Grant and the applicable provisions of the Plan and this Agreement. In the event of your death, Disability, or other cessation of Service, the exercisability of the Option is governed by the applicable provisions of the Plan, the Notice of Grant and this Agreement. This Option may not be exercised for a fraction of a Share.

(b) Method of Exercise. This Option is exercisable by delivery of an exercise notice in a form specified by the Company (the "***Exercise Notice***"), which shall state the election to exercise the Option, the number of Shares in respect of which the Option is being exercised (the "***Exercised Shares***"), and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice shall be delivered in person, by mail, via electronic mail or facsimile or by other authorized method to the Secretary of the Company or other person designated by the Company. The Exercise Notice shall be accompanied by payment of the aggregate exercise price as to all Exercised Shares. This Option shall be deemed to be exercised upon receipt by the Company of a fully executed Exercise Notice accompanied by the aggregate exercise price and any applicable tax withholding due upon exercise of the Option.

(c) Exercise by Another. If another person wants to exercise this Option after it has been transferred to him or her in compliance with this Agreement, that person must prove to the Company's satisfaction that he or she is entitled to exercise this Option. That person must also complete the proper Exercise Notice form (as described above) and pay the exercise price (as described below) and any applicable tax withholding due upon exercise of the Option (as described below).

4. Method of Payment. Payment of the aggregate exercise price shall be by any of the following, or a combination thereof, at your election:

(a) your personal check, wire transfer, or a cashier's check;

(b) certificates for shares of Company stock that you own, along with any forms needed to effect a transfer of those shares to the Company; the value of the shares, determined as of the effective date of the Option exercise, will be applied to the Option exercise price. Instead of surrendering shares of Company stock, you may attest to the ownership of those shares on a form provided by the Company and have the same number of shares subtracted from the Option shares issued to you. However, you may not surrender, or attest to the ownership of, shares of Company stock in payment of the exercise price of your Option if your action would cause the Company to recognize compensation expense (or additional compensation expense) with respect to this Option for financial reporting purposes;

(c) cashless exercise through irrevocable directions to a securities broker approved by the Company to sell all or part of the Shares covered by this Option and to deliver to the Company from the sale proceeds an amount sufficient to pay the Option exercise price and any withholding taxes. The balance of the sale proceeds, if any, will be delivered to you. The directions must be given by signing a special notice of exercise form provided by the Company; or

(d) other method authorized by the Company.

5. Non-Transferability of Option. In general, except as provided below, only you may exercise this Option prior to your death. You may not transfer or assign this Option, except as provided below. For instance, you may not sell this Option or use it as security for a loan. If you attempt to do any of these things, this Option will immediately become invalid. You may, however, dispose of this Option in your will or in a beneficiary designation. However, if this Option is designated as a NSO in the Notice of Grant, then the Committee (as defined in the Plan) may, in its sole discretion, allow you to transfer this Option as a gift to one or more family members. For purposes of this Agreement, "family member" means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in- law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law (including adoptive relationships), any individual sharing your household (other than a tenant or employee), a trust in which one or more of these individuals have more than 50% of the beneficial interest, a foundation in which you or one or more of these persons control the management of assets, and any entity in which you or one or more
of these persons own more than 50% of the voting interest. In addition, if this Option is designated as a NSO in the Notice of Grant, then the Committee may, in its sole discretion, allow you to transfer this Option to your spouse or former spouse pursuant to a domestic relations order in settlement of marital property rights. The Committee will allow you to transfer this Option only if both you and the transferee(s) execute the forms prescribed by the Committee, which include the consent of the transferee(s) to be bound by this Agreement. This Option may not be transferred in any manner other than by will or by the laws of descent or distribution or court order and may be exercised during the lifetime of you only by you, your guardian, or legal representative, as permitted in the Plan. The terms of the Plan and this Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of you.

6. Term of Option. This Option shall in any event expire on the expiration date set forth in the Notice of Grant, which date is 10 years after the grant date (five years after the grant date if this Option is designated as an ISO in the Notice of Grant and Section 5.3 of the Plan applies).

7. Tax Consequences. You should consult a tax adviser for tax consequences relating to this Option in the jurisdiction in which you are subject to tax. YOU SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

(a) Exercising the Option. You will not be allowed to exercise this Option unless you make arrangements acceptable to the Company to pay any withholding taxes that may be due as a result of the Option exercise.

(b) Notice of Disqualifying Disposition of ISO Shares. If you sell or otherwise dispose of any of the Shares acquired pursuant to an ISO on or before the later of (i) two years after the grant date, or (ii) one year after the exercise date, you shall immediately notify the Company in writing of such disposition. You agree that you may be subject to income tax withholding by the Company on the compensation income recognized from such early disposition of ISO Shares by payment in cash or out of the current compensation paid to you.

8. Withholding Taxes and Stock Withholding. Regardless of any action the Company or your actual employer (the "***Employer***") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("***Tax-Related Items***"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option grant, including the grant, vesting or exercise of the Option, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (2) do not commit to structure the terms of the grant or any aspect of the Option to reduce or eliminate your liability for Tax-Related Items. You acknowledge that if you are subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to exercise of the Option, you shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations of the Company and/or the Employer. In this regard, you authorize the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable (which, if you are an Insider, shall be determined without regard to any potential application of Section 83(c)(3) of the Code) by you from your wages or other cash compensation paid to you by the Company and/or the Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be issued to you when you exercise this Option, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf and you hereby authorize such sales by this authorization), (c) your payment of a cash amount, or (d) any other arrangement approved by the Company; all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable; provided however, that if you are a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (a)-(d) above, and the Committee shall establish the method prior to the Tax-Related Items withholding event. The Fair Market Value of these Shares, determined as of the effective date of the Option exercise, will be applied as a credit against the withholding taxes. You shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of your participation in the Plan or your purchase of Shares that cannot be satisfied by the means previously described. Finally, you acknowledge that the Company has no obligation to deliver Shares to you until you have satisfied the obligations in connection with the Tax-Related Items as described in this Section.

9. Acknowledgement. The Company and you agree that the Option is granted under and governed by the Notice of Grant, this Agreement and the provisions of the Plan (incorporated herein by reference). You: (i) acknowledge receipt of a copy of the Plan and the Plan prospectus, (ii) represent that you have carefully read and are familiar with their provisions, and (iii) hereby accept the Option subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice of Grant. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice of Grant and the Agreement.

10. Consent to Electronic Delivery of All Plan Documents and Disclosures. By your acceptance of this Option, you consent to the electronic delivery of the Notice of Grant, this Agreement, the Plan, account statements, Plan prospectuses required by the Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the Option. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. You acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost if you contact the Company by telephone, through a postal service or electronic mail at [#]. You further acknowledge that you will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, you understand that you must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, you understand that your consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if you have provided an electronic mail address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or electronic mail at [#]. Finally, you understand that you are not required to consent to electronic delivery.

11. Compliance with Laws and Regulations. The exercise of this Option will be subject to and conditioned upon compliance by the Company and you with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Common Stock may be listed or quoted at the time of such issuance or transfer. The Shares issued pursuant to this Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

12. Governing Law; Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from the Plan, the Notice of Grant and this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of California and agree that any such litigation shall be conducted only in the courts of California in Santa Clara County or the federal courts of the United States for the Northern District of California and no other courts.

13. No Rights as Employee, Director or Consultant. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate of the Company, to terminate your Service, for any reason, with or without Cause.

14. Adjustment. In the event of a stock split, a stock dividend or a similar change in Company stock, the number of Shares covered by this Option and the exercise price per Share may be adjusted pursuant to the Plan.

15. Lock-Up Agreement. In connection with the initial public offering of the Company's securities and upon request of the Company or the underwriters managing any underwritten offering of the Company's securities, you hereby agree not to sell, make any short sale of, loan, grant any Option for the purchase of, or otherwise dispose of any securities of the Company however and whenever acquired (other than those included in the registration) without the prior written consent of the Company or such underwriters, as the case may be, for such period of time (not to exceed one hundred eighty (180) days) from the effective date of such registration as may be requested by the Company or such managing underwriters and to execute an agreement reflecting the foregoing as may be requested by the underwriters at the time of the public offering; provided however that, if during the last seventeen (17) days of the restricted period the Company issues an earnings release or material news or a material event relating to the Company occurs, or prior to the expiration of the restricted period the Company announces that it will release earnings results during the sixteen (16)-day period beginning on the last day of the restricted period, then, upon the request of the managing underwriter, to the extent required by any FINRA rules, the restrictions imposed by this

Section shall continue to apply until the end of the third trading day following the expiration of the fifteen (15)-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. In no event will the restricted period extend beyond two hundred sixteen (216) days after the effective date of the registration statement.

16. Award Subject to Company Clawback or Recoupment. To the extent permitted by applicable law, the Option shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of your employment or other Service that is applicable to you. In addition to any other remedies available under such policy, applicable law may require the cancellation of your Option (whether vested or unvested) and the recoupment of any gains realized with respect to your Option.

17. Entire Agreement; Enforcement of Rights. This Agreement, the Plan and the Notice of Grant constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning this Option are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

BY ACCEPTING THIS OPTION, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

Notice of Restricted Stock Unit Award

HAPPEN, INC.
2014 EQUITY INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in the Happen, Inc. (the “***Company***”) 2014 Equity Incentive Plan (the “***Plan***”) shall have the same meanings in this Notice of Restricted Stock Unit Award (the “***Notice***”) and the attached Restricted Stock Unit Agreement (the “***RSU Agreement***”). You have been granted an award of Restricted Stock Units (“***RSUs***”) under the Plan subject to the terms and conditions of the Plan, this Notice and the attached RSU Agreement.

Name:	
Address:	
Number of RSUs:	
Date of Grant:	
Vesting Commencement Date:	
Expiration Date:	The date on which settlement of all RSUs granted hereunder occurs. This RSU expires earlier if your Service terminates earlier, as described in the RSU Agreement.
Vesting Schedule:	**Sample vesting language**: [Subject to the limitations set forth in the Notice, the Plan and the RSU Agreement, % of the total number of RSUs will vest on the three month anniversary of the Vesting Commencement Date and % of the total number of RSUs will vest on each three month anniversary thereafter so long as your Service continues.] **[Alternate:** Subject to the limitations set forth in the Notice, the Plan, and the RSU Agreement, this RSU will vest contingently, in whole or in part, upon the achievement of the Performance Factors during the Performance Period, as set forth on <u>Exhibit A</u> hereto.**]**
Additional Terms:	☐ If this box is checked, the additional terms and conditions set forth on <u>Attachment 1</u> hereto (as executed by the Company) are applicable and are incorporated herein by reference. No document need be attached as <u>Attachment 1</u> if the box is not checked.

You acknowledge that the vesting of the RSUs pursuant to this Notice is earned only by continuing Service. By accepting this award, you and the Company agree that this award is granted under and governed by the terms and conditions of the Plan, the Notice and the RSU Agreement. By accepting this RSU, you consent to electronic delivery as set forth in the RSU Agreement.

PARTICIPANT

Signature:

Print Name:

HAPPEN, INC.

By:

Name:

Its:

RESTRICTED STOCK UNIT AGREEMENT

HAPPEN, INC.
2014 EQUITY INCENTIVE PLAN

You have been granted Restricted Stock Units ("***RSUs***") by Happen, Inc. (the "***Company***") subject to the terms, restrictions and conditions of the Plan, the Notice of Restricted Stock Unit Award (the "***Notice***") and this Restricted Stock Unit Agreement (this "***RSU Agreement***").

1. Settlement. Settlement of RSUs shall be made in the same calendar year as the applicable date of vesting under the vesting schedule set forth in the Notice; provided, however, that if the vesting date under the vesting schedule set forth in the Notice is in December, then settlement of any RSUs that vest in December shall be within 30 days of vesting. Settlement of RSUs shall be in Shares. Settlement means the delivery of the Shares vested under an RSU. No fractional RSUs or rights for fractional Shares shall be created pursuant to this RSU Agreement.

2. No Stockholder Rights. Unless and until such time as Shares are issued in settlement of vested RSUs, you shall have no ownership of the Shares allocated to the RSUs and shall have no right to dividends or to vote such Shares.

3. Dividend Equivalents. Dividends, if any (whether in cash or Shares), shall not be credited to you.

4. No Transfer. RSUs may not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of in any manner other than by will or by the laws of descent or distribution or court order or unless otherwise permitted by the Committee on a case-by-case basis.

5. Termination. If your Service terminates for any reason, all unvested RSUs shall be forfeited to the Company forthwith, and all rights you have to such RSUs shall immediately terminate. In case of any dispute as to whether your termination of Service has occurred, the Committee shall have sole discretion to determine whether such termination has occurred and the effective date of such termination.

6. Tax Consequences. You acknowledge that you will recognize tax consequences in connection with the RSUs. You should consult a tax adviser regarding your tax obligations in the jurisdiction where you are subject to tax

7. Withholding Taxes and Stock Withholding. Regardless of any action the Company or your actual employer (the "***Employer***") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("***Tax-Related Items***"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the award, including the grant, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends; and (ii) do not commit to structure the terms of the award or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items. You acknowledge that if you are subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the settlement of your RSUs, you shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations of the Company and/or the Employer. In this regard, you authorize the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable (which, if you are an Insider, shall be determined without regard to any potential application of Section 83(c)(3) of the Code) by you from your wages or other cash compensation paid to you by the Company and/or the Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be issued to you when your RSUs are settled, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf and you hereby authorize such sales by this authorization), (c) your payment of a cash amount, or (d) any other arrangement approved by the Company; all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading

Plan Policy, if applicable; provided however, that if you are a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (a)-(d) above, and the Committee shall establish the method prior to the Tax-Related Items withholding event. The Fair Market Value of these Shares will be applied as a credit against the withholding taxes. You shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of your participation in the Plan or your purchase of Shares that cannot be satisfied by the means previously described. Finally, you acknowledge that the Company has no obligation to deliver Shares to you until you have satisfied the obligations in connection with the Tax-Related Items as described in this Section.

8. Acknowledgement. The Company and you agree that the RSUs are granted under and governed by the Notice, this RSU Agreement and the provisions of the Plan (incorporated herein by reference). You: (i) acknowledge receipt of a copy of the Plan and the Plan prospectus, (ii) represent that you have carefully read and are familiar with their provisions, and (iii) hereby accept the RSUs subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this RSU Agreement.

9. Entire Agreement; Enforcement of Rights. This RSU Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this RSU Agreement, nor any waiver of any rights under this RSU Agreement, shall be effective unless in writing and signed by the parties to this RSU Agreement. The failure by either party to enforce any rights under this RSU Agreement shall not be construed as a waiver of any rights of such party.

10. Compliance with Laws and Regulations. The issuance of Shares will be subject to and conditioned upon compliance by the Company and you with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Common Stock may be listed or quoted at the time of such issuance or transfer. The Shares issued pursuant to this RSU Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

11. Governing Law; Severability. If one or more provisions of this RSU Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this RSU Agreement, (ii) the balance of this RSU Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this RSU Agreement shall be enforceable in accordance with its terms. This RSU Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from the Plan, the Notice and this RSU Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of California and agree that any such litigation shall be conducted only in the courts of California in Santa Clara County or the federal courts of the United States for the Northern District of California and no other courts.

12. No Rights as Employee, Director or Consultant. Nothing in this RSU Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate of the Company, to terminate your Service, for any reason, with or without Cause.

13. Consent to Electronic Delivery of All Plan Documents and Disclosures. By your acceptance of this RSU, you consent to the electronic delivery of the Notice, this RSU Agreement, the Plan, account statements, Plan prospectuses required by the Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the RSU. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the

Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. You acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost if you contact the Company by telephone, through a postal service or electronic mail at [#]. You further acknowledge that you will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, you understand that you must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, you understand that your consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if you have provided an electronic mail address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or electronic mail at [#]. Finally, you understand that you are not required to consent to electronic delivery.

14. Code Section 409A. For purposes of this RSU Agreement, a termination of employment will be determined consistent with the rules relating to a "separation from service" as defined in Section 409A of the Internal Revenue Code and the regulations thereunder ("**Section 409A**"). Notwithstanding anything else provided herein, to the extent any payments provided under this RSU Agreement in connection with your termination of employment constitute deferred compensation subject to Section 409A, and you are deemed at the time of such termination of employment to be a "specified employee" under Section 409A, then such payment shall not be made or commence until the earlier of (i) the expiration of the six-month period measured from your separation from service or (ii) the date of your death following such a separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to you including, without limitation, the additional tax for which you would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. To the extent any payment under this RSU Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this section are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

15. Award Subject to Company Clawback or Recoupment. To the extent permitted by applicable law, the RSUs shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of your employment or other Service that is applicable to you. In addition to any other remedies available under such policy, applicable law may require the cancellation of your RSUs (whether vested or unvested) and the recoupment of any gains realized with respect to your RSUs.

BY ACCEPTING THIS RSU, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

NOTICE OF STOCK APPRECIATION RIGHT AWARD

HAPPEN, INC.
2014 EQUITY INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in the Happen, Inc. (the "***Company***") 2014 Equity Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Stock Appreciation Right Award (the "***Notice of Grant***") and the attached Stock Appreciation Right Agreement (the "***SAR Agreement***"). You have been granted an award of Stock Appreciation Rights (the "***SAR***") of the Company under the Plan subject to the terms, restrictions and conditions of the Plan, this Notice of Grant and the SAR Agreement.

Name:	
Address:	
Date of Grant:	
Vesting Commencement Date:	
Fair Market Value on Date of Grant:	
Total Number of Shares:	
Expiration Date:	
Vesting Schedule:	The SAR becomes exercisable with respect to the first 25% of the Shares subject to the SAR when you complete 12 months of continuous Service from the Vesting Commencement Date. Thereafter, the SAR becomes exercisable with respect to an additional 1/48th of the Shares subject to the SAR when you complete each month of Service.

You acknowledge that the vesting of the SAR pursuant to this Notice of Grant is earned only by continuing Service. By accepting the SAR, you and the Company agree that the SAR is granted under and governed by the terms and conditions of the Plan, the Notice of Grant and the SAR Agreement. By accepting the SAR, you consent to electronic delivery as set forth in the SAR Agreement.

PARTICIPANT:	**HAPPEN, INC.**
Signature:	By:
Print Name:	Name:
	Its:

Stock Appreciation Right Award Agreement

HAPPEN, INC.

2014 EQUITY INCENTIVE PLAN

You have been granted an award of Stock Appreciation Rights (the "***SAR***") by Happen, Inc. (the "***Company***") under the 2014 Equity Incentive Plan (the "***Plan***"), subject to the terms and conditions of the Plan, the Notice of Stock Appreciation Right Award (the "***Notice of Grant***") and this Stock Appreciation Right Agreement (the "***Agreement***").

1. Grant of SAR. You have been granted a SAR for the number of Shares set forth in the Notice of Grant at the fair market value set forth in the Notice of Grant. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Agreement, the terms and conditions of the Plan shall prevail.

2. Termination Period.

(a) General Rule. If your Service terminates for any reason except death or Disability, and other than for Cause, then this SAR will expire at the close of business at Company headquarters on the date three months after your termination of Service (subject to the expiration detailed in Section 6). In no event shall this SAR be exercised later than the Expiration Date set forth in the Notice of Grant. If your Service is terminated for Cause, this SAR will expire upon the date of such termination. The Company determines when your Service terminates for all purposes under this Agreement.

(b) Death; Disability. If you die before your Service terminates (or you die within three months of your termination of Service other than for Cause), then this SAR will expire at the close of business at Company headquarters on the date 12 months after the date of death (subject to the expiration detailed in Section 6). If your Service terminates because of your Disability, then this SAR will expire at the close of business at Company headquarters on the date 12 months after your termination date (subject to the expiration detailed in Section 6).

(c) No Notice. You are responsible for keeping track of these exercise periods following your termination of Service for any reason. The Company will not provide further notice of such periods. In no event shall this SAR be exercised later than the Expiration Date set forth in the Notice of Grant.

3. Vesting Rights. Subject to the applicable provisions of the Plan and this Agreement, this SAR may be exercised, in whole or in part, in accordance with the schedule set forth in the Notice of Grant.

4. Exercise of SAR.

(a) Right to Exercise. This SAR is exercisable during its term in accordance with the Vesting Schedule set forth in the Notice of Grant and the applicable provisions of the Plan and this Agreement. In the event of your death, Disability, or other cessation of Service, the exercisability of the SAR is governed by the applicable provisions of the Plan, the Notice of Grant and this Agreement. This SAR may not be exercised for a fraction of a Share.

(b) Method of Exercise. This SAR is exercisable by delivery of an exercise notice in a form specified by the Company (the "***Exercise Notice***"), which shall state the election to exercise the SAR, the number of Shares in respect of which the SAR is being exercised, and such other representations and agreements as may be required by the Company pursuant to the provisions of the Plan. The Exercise Notice shall be delivered in person, by mail, via electronic mail or facsimile or by other authorized method to the Secretary of the Company or other person designated by the Company. This SAR shall be deemed to be exercised upon receipt by the Company of a fully executed Exercise Notice and any applicable tax withholding due upon exercise of the SAR.

(c) No Shares shall be issued pursuant to the exercise of this SAR unless such issuance and exercise complies with all relevant provisions of law and the requirements of any stock exchange or quotation service upon which the Shares are then listed. Assuming such compliance, for income tax purposes the Exercised Shares shall be considered transferred to you on the date the SAR is exercised with respect to such Exercised Shares.

5. Non-Transferability of SAR. This SAR may not be transferred in any manner other than by will or by the laws of descent or distribution or court order and may be exercised during your lifetime only by you unless otherwise permitted by the Committee on a case-by-case basis. The terms of the Plan and this Agreement shall be binding upon your executors, administrators, heirs, successors and assign.

6. Term of SAR. This SAR shall in any event expire on the expiration date set forth in the Notice of Grant, which date is not more than 10 years after the Date of Grant.

7. Tax Consequences. You should consult a tax adviser for tax consequences relating to this SAR in the jurisdiction in which you are subject to tax. YOU SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS SAR OR DISPOSING OF THE SHARES. If you are an Employee or a former Employee, the Company may be required to withhold from your compensation an amount equal to the minimum amount the Company is required to withhold for income and employment taxes or collect from you and pay to the applicable taxing authorities an amount in cash equal to a percentage of this compensation income at the time of exercise.

8. Withholding Taxes and Stock Withholding. Regardless of any action the Company or your actual employer (the "***Employer***") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("***Tax-Related Items***"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the SAR, including the grant, vesting or exercise of the SAR, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (2) do not commit to structure the terms of the grant or any aspect of the SAR to reduce or eliminate your liability for Tax-Related Items. You acknowledge that if you are subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to exercise of the SAR, you shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations of the Company and/or the Employer. In this regard, you authorize the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable (which, if you are an Insider, shall be determined without regard to any potential application of Section 83(c)(3) of the Code) by you from your wages or other cash compensation paid to you by the Company and/or the Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be issued to you when you exercise this SAR, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf and you hereby authorize such sales by this authorization), (c) your payment of a cash amount, or (d) any other arrangement approved by the Company; all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable; provided however, that if you are a Section 16 officer of the Company under the

Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (a)-(d) above, and the Committee shall establish the method prior to the Tax-Related Items withholding event. The Fair Market Value of these Shares, determined as of the effective date of the SAR exercise, will be applied as a credit against the withholding taxes. You shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of your participation in the Plan or your purchase of Shares that cannot be satisfied by the means previously described. Finally, you acknowledge that the Company has no obligation to honor the exercise or deliver Shares to you until you have satisfied the obligations in connection with the Tax-Related Items as described in this Section.

9. Acknowledgement. The Company and you agree that the SAR is granted under and governed by the Notice of Grant, this Agreement and the provisions of the Plan (incorporated herein by reference). You: (i) acknowledge receipt of a copy of the Plan and the Plan prospectus, (ii) represent that you have carefully read and are familiar with their provisions, and (iii) hereby accept the SAR subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice of Grant. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice of Grant and the SAR Agreement.

10. Entire Agreement; Enforcement of Rights. This Agreement, the Plan and the Notice of Grant constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

11. Compliance with Laws and Regulations. The issuance of Shares will be subject to and conditioned upon compliance by the Company and you with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Common Stock may be listed or quoted at the time of such issuance or transfer. The Shares issued pursuant to this Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

12. Governing Law; Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from the Plan, the Notice of Grant and this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of California and agree that any such litigation shall be conducted only in the courts of California in Santa Clara County or the federal courts of the United States for the Northern District of California and no other courts.

13. No Rights as Employee, Director or Consultant. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate of the Company, to terminate your Service, for any reason, with or without Cause.

14. Consent to Electronic Delivery of All Plan Documents and Disclosures. By your acceptance of this SAR, you consent to the electronic delivery of the Notice of Grant, this Agreement, the Plan, account statements, Plan prospectuses required by the Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the SAR. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. You acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost if you contact the Company by telephone, through a postal service or electronic mail at [#]. You further acknowledge that you will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, you understand that you must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, you understand that your consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if you have provided an electronic mail address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or electronic mail at [#]. Finally, you understand that you are not required to consent to electronic delivery.

15. Award Subject to Company Clawback or Recoupment. To the extent permitted by applicable law, the SAR shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of your employment or other Service that is applicable to you. In addition to any other remedies available under such policy, applicable law may require the cancellation of your SAR (whether vested or unvested) and the recoupment of any gains realized with respect to your SAR.

BY ACCEPTING THIS SAR, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

NOTICE OF STOCK BONUS AWARD

HAPPEN, INC.
2014 EQUITY INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in the Happen, Inc. (the "***Company***") 2014 Equity Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Stock Bonus Award (the "***Notice***") and the attached Stock Bonus Award Agreement (the "***Stock Bonus Agreement***"). You have been granted an award of Shares under the Plan (the "***Stock Bonus Award***") subject to the terms and conditions of the Plan, this Notice and the attached Stock Bonus Agreement.

Name:	
Address:	
Number of Shares:	
Date of Grant:	
Vesting Commencement Date:	
Vesting Schedule:	[Subject to the limitations set forth in this Notice, the Plan and the Stock Bonus Agreement, 25% of the total number of Shares subject to the Stock Bonus Award will vest on the 12 month anniversary of the Vesting Commencement Date and 12.5% of the total number of Shares will vest on each six month anniversary thereafter so long as your Service continues.]

You acknowledge that the vesting of the Shares pursuant to this Notice is earned only by continuing Service. By accepting this Stock Bonus Award, you and the Company agree that this Stock Bonus Award is granted under and governed by the terms and conditions of the Plan, the Notice and the Stock Bonus Agreement. By accepting this Stock Bonus Award, you consent to electronic delivery as set forth in the Stock Bonus Agreement.

PARTICIPANT	**HAPPEN, INC.**
Signature:	By:
Print Name:	Name:
	Its:

STOCK BONUS AWARD AGREEMENT

HAPPEN, INC.
2014 EQUITY INCENTIVE PLAN

You have been granted a Stock Bonus Award ("***Stock Bonus Award***") by Happen, Inc. (the "***Company***"), subject to the terms, restrictions and conditions of the Plan, the Notice of Stock Bonus Award (the "***Notice***") and this Stock Bonus Award Agreement (this "***Agreement***").

1. Issuance. Your Stock Bonus Award shall be issued in Shares, and the Company's transfer agent shall record ownership of such Shares in your name as soon as reasonably practicable.

2. No Stockholder Rights. Unless and until you are recorded as the holder of such Shares on the stock records of the Company and its transfer agent, you shall have no right to dividends or to vote Shares.

3. No-Transfer. Unvested Shares subject to your Stock Bonus Award shall not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of by you or any person whose interest derives from your interest. "***Unvested Shares***" are Shares that have not yet vested pursuant to the terms of the vesting schedule set forth in the Notice.

4. Termination. If your Service terminates for any reason, all Unvested Shares shall immediately be forfeited to the Company, and all rights you have to such Unvested Shares shall immediately terminate. In case of any dispute as to whether a termination of Service has occurred, the Committee shall have sole discretion to determine whether such termination has occurred and the effective date of such termination.

5. Tax Consequences. YOU SHOULD CONSULT A TAX ADVISER BEFORE ACQUIRING THE SHARES IN THE JURISDICTION IN WHICH YOU ARE SUBJECT TO TAX. Shares shall not be issued under this Agreement unless you make arrangements acceptable to the Company to pay any withholding taxes that may be due as a result of the acquisition or vesting of Shares.

6. Withholding Taxes and Stock Withholding. Regardless of any action the Company or your actual employer (the "***Employer***") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("***Tax-Related Items***"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the award, including the award or vesting of such Shares, the subsequent sale of Shares under this award and the receipt of any dividends; and (2) do not commit to structure the terms of the award to reduce or eliminate your liability for Tax-Related Items. You acknowledge that if you are subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

The Company will only recognize you as a record holder of Shares if you have paid or made adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations of the Company and/or the Employer. In this regard, you authorize the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable (which, if you are an Insider, shall be determined without regard to any potential application of Section 83(c)(3) of the Code) by you from your wages or other cash compensation paid to you by the Company and/or the Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be released when they vest, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf and you hereby authorize such sales by this authorization), (c) your payment of a cash amount, or (d) any other arrangement approved by the Company; all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable; provided however, that if you are a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (a)-(d) above, and the Committee shall establish the method prior to the Tax-Related Items withholding event. The Fair Market Value of these Shares will be applied as a credit against the withholding taxes. You shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of your participation in the Plan or your purchase of Shares that cannot be satisfied by the means previously described. Finally, you acknowledge that the Company has no obligation to deliver Shares to you until you have satisfied the obligations in connection with the Tax-Related Items as described in this Section.

7. Acknowledgement. The Company and you agree that the Stock Bonus Award is granted under and governed by the Notice, this Agreement and the provisions of the Plan (incorporated herein by reference). You: (i) acknowledge receipt of a copy of the Plan and the Plan prospectus, (ii) represent that you have carefully read and are familiar with their provisions, and (iii) hereby accept the Stock Bonus Award subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and the Stock Bonus Award.

8. Entire Agreement; Enforcement of Rights. This Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.

9. Compliance with Laws and Regulations. The issuance of Shares will be subject to and conditioned upon compliance by the Company and you with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Common Stock may be listed or quoted at the time of such issuance or transfer. The Shares issued pursuant to this Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

10. Governing Law; Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from the Plan, the Notice and this Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of California and agree that any such litigation shall be conducted only in the courts of California in Santa Clara County or the federal courts of the United States for the Northern District of California and no other courts.

11. No Rights as Employee, Director or Consultant. Nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate of the Company, to terminate your Service, for any reason, with or without Cause.

12. Consent to Electronic Delivery of All Plan Documents and Disclosures. By acceptance of this Stock Bonus Award, you consent to the electronic delivery of the Notice, this Agreement, the Plan, account statements, Plan prospectuses required by the Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the Stock Bonus Award. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. You acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost if you contact the Company by telephone, through a postal service or electronic mail at [#].

You further acknowledge that you will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, you understand that you must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, you understand that your consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if you have provided an electronic mail address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or electronic mail at [#]. Finally, you understand that you are not required to consent to electronic delivery.

13. Award Subject to Company Clawback or Recoupment. To the extent permitted by applicable law, the Stock Bonus Award shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of your employment or other Service with the Company that is applicable to you. In addition to any other remedies available under such policy, applicable law may require the cancellation of your Stock Bonus Award (whether vested or unvested) and the recoupment of any gains realized with respect to your Stock Bonus Award.

BY ACCEPTING THE STOCK BONUS AWARD, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

Notice of Restricted Stock Unit Award
(Post Service Vesting Eligible)

HAPPEN, INC.
2014 EQUITY INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in the Happen, Inc. (the "***Company***") 2014 Equity Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of Restricted Stock Unit Award (the "***Notice***") and the attached Restricted Stock Unit Agreement (the "***RSU Agreement***"). You have been granted an award of Restricted Stock Units ("***RSUs***") under the Plan subject to the terms and conditions of the Plan, this Notice and the attached RSU Agreement.

Name:	______________________________
Address:	______________________________
Number of RSUs:	______________________________
Date of Grant:	______________________________
Vesting Commencement Date:	______________________________
Expiration Date:	The date on which settlement of all RSUs granted hereunder occurs. These RSUs may expire earlier if your Service terminates earlier, as described in the RSU Agreement.
Vesting Schedule:	**Sample vesting language**: [Subject to the limitations set forth in the Notice, the Plan and the RSU Agreement, % of the total number of RSUs will vest on the three month anniversary of the Vesting Commencement Date and % of the total number of RSUs will vest on each three month anniversary thereafter so long as your Service continues or you are in the Post Service Vesting Period.] **[Alternate:** Subject to the limitations set forth in the Notice, the Plan, and the RSU Agreement, these RSUs will vest contingently, in whole or in part, upon the achievement of the Performance Factors during the Performance Period, as set forth on <u>Exhibit A</u> hereto.**]**
Additional Terms:	The additional terms and conditions set forth on <u>Attachment 1</u> to the RSU Agreement are applicable and are incorporated herein by reference.

By accepting this award, you and the Company agree that this award is granted under and governed by the terms and conditions of the Plan, the Notice and the RSU Agreement. By accepting these RSUs, you consent to electronic delivery as set forth in the RSU Agreement.

PARTICIPANT		**HAPPEN, INC.**	
Signature:	______________________	By:	______________________
Print Name:	______________________	Name:	______________________
		Its:	______________________

RESTRICTED STOCK UNIT AGREEMENT
(Post Service Vesting Eligible)

HAPPEN, INC.
2014 EQUITY INCENTIVE PLAN

You have been granted Restricted Stock Units ("***RSUs***") by Happen, Inc. (the "***Company***") subject to the terms, restrictions and conditions of the Plan, the Notice of Restricted Stock Unit Award (the "***Notice***") and this Restricted Stock Unit Agreement (this "***RSU Agreement***").

1. Settlement. Settlement of RSUs shall be made in the same calendar year as the applicable date of vesting under the vesting schedule set forth in the Notice; provided, however, that if the vesting date under the vesting schedule set forth in the Notice is in December, then settlement of any RSUs that vest in December shall be within 30 days of vesting. Settlement of RSUs shall be in Shares. Settlement means the delivery of the Shares vested under an RSU. No fractional RSUs or rights for fractional Shares shall be created pursuant to this RSU Agreement.

2. No Stockholder Rights. Unless and until such time as Shares are issued in settlement of vested RSUs, you shall have no ownership of the Shares allocated to the RSUs and shall have no right to dividends or to vote such Shares.

3. Dividend Equivalents. Dividends, if any (whether in cash or Shares), shall not be credited to you.

4. No Transfer. RSUs may not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of in any manner other than by will or by the laws of descent or distribution or court order or unless otherwise permitted by the Committee on a case-by-case basis.

5. Termination. All unvested RSUs shall be forfeited to the Company forthwith, and all rights you have to such RSUs shall immediately terminate upon either: (i) the date your Service terminates if you do not qualify for the Post Service Vesting Benefit (as such term is defined in Attachment 1 hereto) or (ii) as set forth in the Vesting Schedule if you do qualify for the Post Service Vesting Benefit (as such term is defined in Attachment 1 hereto). In case of any dispute as to whether your termination of Service has occurred or whether you qualify for the Post Service Vesting Benefit, the Committee shall have sole discretion to determine whether: (i) such termination or qualification has occurred and (ii) the date on which all then unvested RSUs shall be forfeited to the Company and all rights you have to such RSUs shall terminate.

6. Tax Consequences. You acknowledge that you will recognize tax consequences in connection with the RSUs. You should consult a tax adviser regarding your tax obligations in the jurisdiction where you are subject to tax

7. Withholding Taxes and Stock Withholding. Regardless of any action the Company or your actual employer (the "***Employer***") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("***Tax-Related Items***"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the award, including the grant, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends; and (ii) do not commit to structure the terms of the award or any aspect of the RSUs to reduce or eliminate your liability for Tax-Related Items. You acknowledge that if you are subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the settlement of your RSUs, you shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations of the Company and/or the Employer. In this regard, you authorize the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable (which, if you are an Insider, shall be determined without regard to any potential application of Section 83(c)(3) of the Code) by you from your wages or other cash compensation paid to you by the Company and/or the Employer. With the Company's consent, these arrangements may also include, if permissible under local law,

(a) withholding Shares that otherwise would be issued to you when your RSUs are settled, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf and you hereby authorize such sales by this authorization), (c) your payment of a cash amount, or (d) any other arrangement approved by the Company; all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable; provided however, that if you are a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (a)-(d) above, and the Committee shall establish the method prior to the Tax-Related Items withholding event. The Fair Market Value of these Shares will be applied as a credit against the withholding taxes. You shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of your participation in the Plan or your purchase of Shares that cannot be satisfied by the means previously described. Finally, you acknowledge that the Company has no obligation to deliver Shares to you until you have satisfied the obligations in connection with the Tax-Related Items as described in this Section.

8. Acknowledgement. The Company and you agree that the RSUs are granted under and governed by the Notice, this RSU Agreement and the provisions of the Plan (incorporated herein by reference). You: (i) acknowledge receipt of a copy of the Plan and the Plan prospectus, (ii) represent that you have carefully read and are familiar with their provisions, and (iii) hereby accept the RSUs subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this RSU Agreement.

9. Entire Agreement; Enforcement of Rights. This RSU Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this RSU Agreement, nor any waiver of any rights under this RSU Agreement, shall be effective unless in writing and signed by the parties to this RSU Agreement. The failure by either party to enforce any rights under this RSU Agreement shall not be construed as a waiver of any rights of such party.

10. Compliance with Laws and Regulations. The issuance of Shares will be subject to and conditioned upon compliance by the Company and you with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Common Stock may be listed or quoted at the time of such issuance or transfer. The Shares issued pursuant to this RSU Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

11. Governing Law; Severability. If one or more provisions of this RSU Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this RSU Agreement, (ii) the balance of this RSU Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this RSU Agreement shall be enforceable in accordance with its terms. This RSU Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from the Plan, the Notice and this RSU Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of California and agree that any such litigation shall be conducted only in the courts of California in Santa Clara County or the federal courts of the United States for the Northern District of California and no other courts.

12. No Rights as Employee, Director or Consultant. Nothing in this RSU Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate of the Company, to terminate your Service, for any reason, with or without Cause.

13. <u>Consent to Electronic Delivery of All Plan Documents and Disclosures</u>. By your acceptance of this RSU, you consent to the electronic delivery of the Notice, this RSU Agreement, the Plan, account statements, Plan prospectuses required by the Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the RSU. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. You acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost if you contact the Company by telephone, through a postal service or electronic mail at [#]. You further acknowledge that you will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, you understand that you must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, you understand that your consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if you have provided an electronic mail address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or electronic mail at [#]. Finally, you understand that you are not required to consent to electronic delivery.

14. <u>Code Section 409A</u>. For purposes of this RSU Agreement, a termination of employment will be determined consistent with the rules relating to a "separation from service" as defined in Section 409A of the Internal Revenue Code and the regulations thereunder ("**Section 409A**"). Notwithstanding anything else provided herein, to the extent any payments provided under this RSU Agreement in connection with your termination of employment constitute deferred compensation subject to Section 409A, and you are deemed at the time of such termination of employment to be a "specified employee" under Section 409A, then such payment shall not be made or commence until the earlier of (i) the expiration of the six-month period measured from your separation from service or (ii) the date of your death following such a separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to you including, without limitation, the additional tax for which you would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. To the extent any payment under this RSU Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this section are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

15. <u>Award Subject to Company Clawback or Recoupment</u>. To the extent permitted by applicable law, the RSUs shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of your employment or other Service that is applicable to you. In addition to any other remedies available under such policy, applicable law may require the cancellation of your RSUs (whether vested or unvested) and the recoupment of any gains realized with respect to your RSUs.

BY ACCEPTING THESE RSUS, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

Attachment 1
RESTRICTED STOCK UNIT AGREEMENT
(Post Service Vesting Eligible)

The RSUs are granted pursuant to the Plan, the Notice and the RSU Agreement, including this Attachment 1, and will be eligible to vest, pursuant to the Vesting Schedule set forth in the Notice, until the later of: (i) the date your Service terminates or (ii) provided you qualify for the Post Service Vesting Benefit, as set forth in the Vesting Schedule. This Attachment 1 sets forth the definition, terms and conditions of Post Service Vesting Benefit.

Notwithstanding anything to the contrary, the Committee shall have the authority to adjust the [Full Career Vesting Period and] Full Career Vesting Benefit in accordance with the terms of the Plan to take into account any extraordinary or unusual items, events or circumstances to avoid windfalls or hardships.

[“**Post Service Vesting Period**” means the period starting on the date your Service terminates through the date that is the [#] month anniversary thereof. The expiration date of your Post Service Vesting Period shall be the last day of such period.]

“**Post Service Vesting Benefit**” means the right and benefit to have [the Post Service Vesting Period apply to] this award[, such that you] continue to vest in the RSUs as [though you provided continuous Service through the expiration date of the Post Service Vesting Period / set forth in the Vesting Schedule]. Such right and benefit is qualified and conditioned upon the performance and/or achievement of each of the following criteria:

1. [You provided at least [#] days prior written notice (“***Notice***”) to the Company’s then Chief Executive Officer of your intention to voluntarily terminate Service with the Company, and during which Notice period you provided such services as requested by the Company in a cooperative and professional manner; provided, however, that the Company’s then Chief Executive Officer shall be permitted, in his or her discretion, to reduce or waive this Notice requirement;

2. On the date immediately prior to the termination of your Service, you have provided at least: (i) [#] year(s) of continuous Service with the Company after the Date of Grant set forth in the Notice, and (ii) [#] year(s) of continuous Service with the Company; provided, however, that the Company’s then Chief Executive Officer shall be permitted, in his or her discretion, to reduce or waive these service requirements;

3. You have assisted in identifying a successor to your role with the Company and prepared a succession plan, and such successor and succession plan are each acceptable to each of the Company’s then Chief Executive Officer and then chair of the Board, in their sole and absolute discretion;

4. You have signed and not revoked a release of claims against the Company in a form reasonably acceptable to the Company, in each case, within the time periods specified in such release of claims and such release of claims has become effective, and further such release of claims shall contain non-solicitation and noncompete provisions, to the extent permissible under applicable law as determined by the Company, lasting for [#] months after the date your Service terminates; and

5. [ANY ADDITIONAL CRITERIA LISTED HERE]]

This Attachment 1 is subject to the terms and conditions of the Plan, which among other things, provides that any dispute regarding the interpretation of this Attachment 1 shall be submitted by you or the Company to the Committee for review and the resolution of such a dispute by the Committee shall be final and binding on the Company and you.

NOTICE OF RSU/CASH AWARD

HAPPEN, INC.
2014 EQUITY INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in the Happen, Inc. (the "***Company***") 2014 Equity Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of RSU/Cash Award (the "***Notice***") and the attached RSU/Cash Award Agreement (the "***Award Agreement***"). If indicated below, you have been granted an award of Restricted Stock Units ("***RSUs***") and/or a cash award ("***Cash Award***") under the Plan subject to the terms and conditions of the Plan, this Notice and the attached Award Agreement. For purposes of this Notice and the attached Award Agreement, the RSUs (if any) and the Cash Award are collectively referred to as the "***Award***".

Name:	____________________________
Address:	____________________________ ____________________________
Number of RSUs:	____________________________
Cash Award:	____________________________
Date of Grant:	____________________________
Vesting Commencement Date:	____________________________
Expiration Date:	The date on which settlement of all RSUs, if any (and payment of the entire Cash Award) granted hereunder occurs. This Award expires earlier if your Service terminates earlier, as described in the Award Agreement.
Vesting Schedule:	Subject to the limitations set forth in the Notice, the Plan and the Award Agreement: a. if applicable, [[##]% of the total number of RSUs will vest on the three month anniversary of the Vesting Commencement Date and [##]% of the total number of RSUs will vest on each three month anniversary thereafter so long as your Service continues; and a. [##]% of the Cash Award will vest on the three month anniversary of the Vesting Commencement Date and [##]% of the Cash Award will vest on each three month anniversary thereafter so long as your Service continues.]
Additional Terms:	☐ If this box is checked, the additional terms and conditions set forth on <u>Attachment</u> 1 hereto (as executed by the Company) are applicable and are incorporated herein by reference. No document need be attached as <u>Attachment</u> 1 if the box is not checked

You acknowledge that the vesting of the Award pursuant to this Notice is earned only by continuing Service. By accepting this award, you and the Company agree that the RSUs are granted under and both the RSUs and the Cash Award are governed by the terms and conditions of the Plan, the Notice and the Award Agreement. By accepting this Award, you consent to electronic delivery as set forth in the Award Agreement.

PARTICIPANT		**HAPPEN, INC.**	
Signature:	______________________	By:	______________________
Print Name:	______________________	Name:	______________________
		Its:	______________________

RSU/CASH AWARD AGREEMENT

HAPPEN, INC.
2014 EQUITY INCENTIVE PLAN

If indicated in the Notice, you have been granted Restricted Stock Units ("***RSUs***") and/or a cash award ("***Cash Award***") by Happen, Inc. (the "***Company***") subject to the terms, restrictions and conditions of the Plan, the Notice of RSU/Cash Award (the "***Notice***") and this RSU/Cash Award Agreement (this "***Award Agreement***"). For purposes of this Notice and this Award Agreement, the RSUs and the Cash Award are collectively referred to as the "***Award***".

1. Settlement/Payment. Settlement of any RSUs shall be made in the same calendar year as the applicable date of vesting under the vesting schedule set forth in the Notice; provided, however, that if the vesting date under the vesting schedule set forth in the Notice is in December, then settlement of any RSUs that vest in December shall be within 30 days of vesting. Settlement of RSUs shall be in Shares. Settlement means the delivery of the Shares vested under an RSU. No fractional RSUs or rights for fractional Shares shall be created pursuant to this Award Agreement. Payment of cash under the Cash Award shall be made in the same calendar year as the applicable date of vesting under the vesting schedule set forth in the Notice; provided, however, that if the vesting date under the vesting schedule set forth in the Notice is in December, then payment of any portion of the Cash Award that vest in December shall be within 30 days of vesting. The Committee has full and absolute discretion to pay any or all of the Cash Award using Shares (rounded to the nearest whole Share for each vesting date) in lieu of cash if it reasonably believes that paying any or all of the Cash Award in cash would be impermissible under applicable laws, including without limitation if the Company (or any of its Subsidiaries or Affiliates) is required or instructed by the federal banking regulations and/or regulators to preserve cash.

2. No Stockholder Rights. Unless and until such time as Shares are issued in settlement of vested RSUs (or, if applicable, paid for the vested portion of the Cash Award pursuant to the last sentence of Section 1 of this Award Agreement), you shall have no ownership of such Shares and shall have no right to dividends or to vote such Shares.

3. Dividend Equivalents. Dividends, if any (whether in cash or Shares), shall not be credited to you.

4. No Transfer. The Award may not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of in any manner other than by will or by the laws of descent or distribution or court order or unless otherwise permitted by the Committee on a case-by-case basis.

5. Termination. If your Service terminates for any reason, all unvested portion of the Award shall be forfeited to the Company forthwith, and all rights you have to such unvested portion of the Award shall immediately terminate. In case of any dispute as to whether your termination of Service has occurred, the Committee shall have sole discretion to determine whether such termination has occurred and the effective date of such termination.

6. Tax Consequences. You acknowledge that you will recognize tax consequences in connection with the Award. You should consult a tax adviser regarding your tax obligations in the jurisdiction where you are subject to tax.

7. Withholding Taxes and Stock Withholding. Regardless of any action the Company or your actual employer (the "***Employer***") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("***Tax-Related Items***"), you acknowledge that the ultimate liability for all Tax-Related Items legally due by you is and remains your responsibility and that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant, vesting or settlement of the RSUs or the grant, vesting or payment of the Cash Award, the subsequent sale of Shares acquired pursuant to the Award and the receipt of any dividends; and (ii) do not commit to structure the terms or any aspect of the Award to reduce or eliminate your liability for Tax-Related

Items. You acknowledge that if you are subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the settlement of your RSUs (or, if applicable, payment of Shares for the vested portion of the Cash Award pursuant to the last sentence of Section 1 of this Award Agreement), you shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations of the Company and/or the Employer. In this regard, you authorize the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable (which, if you are an Insider, shall be determined without regard to any potential application of Section 83(c)(3) of the Code) by you from your wages or other cash compensation paid to you by the Company and/or the Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be issued to you when your RSUs are settled or payment of Shares is made under the Cash Award pursuant to the last sentence of Section 1 of this Award Agreement, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf and you hereby authorize such sales by this authorization), (c) your payment of a cash amount, or (d) any other arrangement approved by the Company; all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable; provided however, that if you are a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (a)-(d) above, and the Committee shall establish the method prior to the Tax-Related Items withholding event. The Fair Market Value of these Shares will be applied as a credit against the withholding taxes. You shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of your participation in the Plan or your purchase of Shares that cannot be satisfied by the means previously described. You acknowledge that the Company has no obligation to deliver Shares or cash to you until you have satisfied the obligations in connection with the Tax-Related Items as described in this Section. With respect to payment of cash under the Cash Award, the Company and/or the Employer will satisfy all withholding obligations from such cash payment.

8. Acknowledgement. The Award is granted under the Plan and that the entire Award is governed by the Notice, this Award Agreement and the provisions of the Plan (incorporated herein by reference). You: (i) acknowledge receipt of a copy of the Plan and the Plan prospectus, (ii) represent that you have carefully read and are familiar with their provisions, and (iii) hereby accept the Award subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Award Agreement.

9. Entire Agreement; Enforcement of Rights. This Award Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this Award Agreement, nor any waiver of any rights under this Award Agreement, shall be effective unless in writing and signed by the parties to this Award Agreement. The failure by either party to enforce any rights under this Award Agreement shall not be construed as a waiver of any rights of such party.

10. Compliance with Laws and Regulations. The issuance of Shares will be subject to and conditioned upon compliance by the Company and you with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Common Stock may be listed or quoted at the time of such issuance or transfer. The Shares issued pursuant to this Award Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

11. Governing Law; Severability. If one or more provisions of this Award Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Award Agreement, (ii) the balance of this Award Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Award Agreement shall be enforceable in accordance with its terms. This Award Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from the Plan, the Notice and this Award Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of California and agree that any such litigation shall be conducted only in the courts of California in Santa Clara County or the federal courts of the United States for the Northern District of California and no other courts.

12. No Rights as Employee, Director or Consultant. Nothing in this Award Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate of the Company, to terminate your Service, for any reason, with or without Cause.

13. Consent to Electronic Delivery of All Plan Documents and Disclosures. By your acceptance of this Award, you consent to the electronic delivery of the Notice, this Award Agreement, the Plan, account statements, Plan prospectuses required by the Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the Award. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. You acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost if you contact the Company by telephone, through a postal service or electronic mail at. You further acknowledge that you will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, you understand that you must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, you understand that your consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if you have provided an electronic mail address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or electronic mail at [#]. Finally, you understand that you are not required to consent to electronic delivery.

14. Code Section 409A. For purposes of this Award Agreement, a termination of employment will be determined consistent with the rules relating to a "separation from service" as defined in Section 409A of the Internal Revenue Code and the regulations thereunder ("**Section 409A**"). Notwithstanding anything else provided herein, to the extent any payments provided under this Award Agreement in connection with your termination of employment constitute deferred compensation subject to Section 409A, and you are deemed at the time of such termination of employment to be a "specified employee" under Section 409A, then such payment shall not be made or commence until the earlier of (i) the expiration of the six-month period measured from your separation from service or (ii) the date of your death following such a separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to you including, without limitation, the additional tax for which you would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. To the extent any payment under this Award Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this section are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

15. Award Subject to Company Clawback or Recoupment. To the extent permitted by applicable law, the Award shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of your employment or other Service that is applicable to you. In addition to any other remedies available under such policy, applicable law may require the cancellation of your Award (whether vested or unvested) and the recoupment of any gains realized with respect to your Award.

BY ACCEPTING THIS AWARD, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

NOTICE OF RSU/CASH AWARD
(Post Service Vesting Eligible)

HAPPEN, INC.
2014 EQUITY INCENTIVE PLAN

Unless otherwise defined herein, the terms defined in the Happen, Inc. (the "***Company***") 2014 Equity Incentive Plan (the "***Plan***") shall have the same meanings in this Notice of RSU/Cash Award (the "***Notice***") and the attached RSU/Cash Award Agreement (the "***Award Agreement***"). You have been granted an award of Restricted Stock Units ("***RSUs***") under the Plan subject to the terms and conditions of the Plan, this Notice and the attached Award Agreement. If indicated below, you have also been granted a cash award ("***Cash Award***") subject to the terms and conditions of the Plan, this Notice and the attached Award Agreement. For purposes of this Notice and the attached Award Agreement, the RSUs and the Cash Award are collectively referred to as the "***Award***".

Name:	______________________________
Address:	______________________________
	______________________________
Number of RSUs:	______________________________
Cash Award:	______________________________
Date of Grant:	______________________________
Vesting Commencement Date:	______________________________
Expiration Date:	The date on which settlement of all RSUs (and if applicable payment of the entire Cash Award) granted hereunder occurs. This Award may expire earlier if your Service terminates earlier, as described in the Award Agreement.
Vesting Schedule:	Subject to the limitations set forth in the Notice, the Plan and the Award Agreement:

a. [[##]% of the total number of RSUs will vest on the three month anniversary of the Vesting Commencement Date and [##]% of the total number of RSUs will vest on each three month anniversary thereafter so long as your Service continues or you are in the Post Service Vesting Period; and

b. if applicable, [##]% of the Cash Award will vest on the three month anniversary of the Vesting Commencement Date and [##]% of the Cash Award will vest on each three month anniversary thereafter so long as your Service continues or you are in the Post Service Vesting Period.]

c. [**Alternate**: Subject to the limitations set forth in the Notice, the Plan, and the Award Agreement, this Award will vest contingently, in whole or in part, upon achievement of the Performance Factors during the Performance Period, as set forth on <u>Exhibit A</u> hereto.]]

Additional Terms:	☐ If this box is checked, the additional terms and conditions set forth on <u>Attachment</u> 1 hereto (as executed by the Company) are applicable and are incorporated herein by reference. No document need be attached as <u>Attachment</u> 1 if the box is not checked

You acknowledge that the vesting of the Award pursuant to this Notice is earned only by continuing Service. By accepting this award, you and the Company agree that the RSUs are granted under and both the RSUs and the Cash Award are governed by the terms and conditions of the Plan, the Notice and the Award Agreement. By accepting this Award, you consent to electronic delivery as set forth in the Award Agreement.

PARTICIPANT		**HAPPEN, INC.**	
Signature:	______________________	By:	______________________
Print Name:	______________________	Name:	______________________
		Its:	______________________

RSU/CASH AWARD AGREEMENT
(Post Service Vesting Eligible)

HAPPEN, INC.
2014 EQUITY INCENTIVE PLAN

You have been granted Restricted Stock Units ("***RSUs***") by Happen, Inc. (the "***Company***") subject to the terms, restrictions and conditions of the Plan, the Notice of RSU/Cash Award (the "***Notice***") and this RSU/Cash Award Agreement (this "***Award Agreement***"). If indicated in the Notice, you have also been granted a cash award ("***Cash Award***") subject to the terms and conditions of the Plan, the Notice and this Award Agreement. For purposes of this Notice and this Award Agreement, the RSUs and the Cash Award are collectively referred to as the "***Award***".

1. Settlement/Payment. Settlement of RSUs shall be made in the same calendar year as the applicable date of vesting under the vesting schedule set forth in the Notice; provided, however, that if the vesting date under the vesting schedule set forth in the Notice is in December, then settlement of any RSUs that vest in December shall be within 30 days of vesting. Settlement of RSUs shall be in Shares. Settlement means the delivery of the Shares vested under an RSU. No fractional RSUs or rights for fractional Shares shall be created pursuant to this Award Agreement. Payment of cash under the Cash Award shall be made in the same calendar year as the applicable date of vesting under the vesting schedule set forth in the Notice; provided, however, that if the vesting date under the vesting schedule set forth in the Notice is in December, then payment of any portion of the Cash Award that vest in December shall be within 30 days of vesting. The Committee has full and absolute discretion to pay any or all of the Cash Award using Shares (rounded to the nearest whole Share for each vesting date) in lieu of cash if it reasonably believes that paying any or all of the Cash Award in cash would be impermissible under applicable laws, including without limitation if the Company (or any of its Subsidiaries or Affiliates) is required or instructed by the federal banking regulations and/or regulators to preserve cash.

2. No Stockholder Rights. Unless and until such time as Shares are issued in settlement of vested RSUs (or, if applicable, paid for the vested portion of the Cash Award pursuant to the last sentence of Section 1 of this Award Agreement), you shall have no ownership of such Shares and shall have no right to dividends or to vote such Shares.

3. Dividend Equivalents. Dividends, if any (whether in cash or Shares), shall not be credited to you.

4. No Transfer. The Award may not be sold, assigned, transferred, pledged, hypothecated, or otherwise disposed of in any manner other than by will or by the laws of descent or distribution or court order or unless otherwise permitted by the Committee on a case-by-case basis.

5. Termination. The entire unvested portion of this Award shall be forfeited to the Company forthwith, and all rights you have to such RSUs (and, if applicable, such Cash Award) shall immediately terminate upon either: (i) the date your Service terminates if you do not qualify for the Post Service Vesting Benefit (as such term is defined in Attachment 1 hereto) or (ii) as set forth in the Vesting Schedule if you do qualify for the Post Service Vesting Benefit (as such term is defined in Attachment 1 hereto). In case of any dispute as to whether your termination of Service has occurred or whether you qualify for the Post Service Vesting Benefit, the Committee shall have sole discretion to determine whether: (i) such termination or qualification has occurred and (ii) the date on which the unvested portion of this Award shall be forfeited to the Company and all rights you have to such RSUs (and, if applicable, such Cash Cash Award) shall terminate.

6. Tax Consequences. You acknowledge that you will recognize tax consequences in connection with the Award. You should consult a tax adviser regarding your tax obligations in the jurisdiction where you are subject to tax.

7. Withholding Taxes and Stock Withholding. Regardless of any action the Company or your actual employer (the "***Employer***") takes with respect to any or all income tax, social insurance, payroll tax, payment on account or other tax-related withholding ("***Tax-Related Items***"), you acknowledge that the ultimate liability for all Tax-Related

Items legally due by you is and remains your responsibility and that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including the grant, vesting or settlement of the RSUs or the grant, vesting or payment of the Cash Award, the subsequent sale of Shares acquired pursuant to the Award and the receipt of any dividends; and (ii) do not commit to structure the terms or any aspect of the Award to reduce or eliminate your liability for Tax-Related Items. You acknowledge that if you are subject to Tax-Related Items in more than one jurisdiction, the Company and/or the Employer may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the settlement of your RSUs (or, if applicable, payment of Shares for the vested portion of the Cash Award pursuant to the last sentence of Section 1 of this Award Agreement), you shall pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all withholding and payment on account obligations of the Company and/or the Employer. In this regard, you authorize the Company and/or the Employer to withhold all applicable Tax-Related Items legally payable (which, if you are an Insider, shall be determined without regard to any potential application of Section 83(c)(3) of the Code) by you from your wages or other cash compensation paid to you by the Company and/or the Employer. With the Company's consent, these arrangements may also include, if permissible under local law, (a) withholding Shares that otherwise would be issued to you when your RSUs are settled or payment of Shares is made under the Cash Award pursuant to the last sentence of Section 1 of this Award Agreement, (b) having the Company withhold taxes from the proceeds of the sale of the Shares, either through a voluntary sale or through a mandatory sale arranged by the Company (on your behalf and you hereby authorize such sales by this authorization), (c) your payment of a cash amount, or (d) any other arrangement approved by the Company; all under such rules as may be established by the Committee and in compliance with the Company's Insider Trading Policy and 10b5-1 Trading Plan Policy, if applicable; provided however, that if you are a Section 16 officer of the Company under the Exchange Act, then the Committee (as constituted in accordance with Rule 16b-3 under the Exchange Act) shall establish the method of withholding from alternatives (a)-(d) above, and the Committee shall establish the method prior to the Tax-Related Items withholding event. The Fair Market Value of these Shares will be applied as a credit against the withholding taxes. You shall pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of your participation in the Plan or your purchase of Shares that cannot be satisfied by the means previously described. You acknowledge that the Company has no obligation to deliver Shares or cash to you until you have satisfied the obligations in connection with the Tax-Related Items as described in this Section. With respect to payment of cash under the Cash Award, the Company and/or the Employer will satisfy all withholding obligations from such cash payment.

8. Acknowledgement. The Company and you agree that the RSUs is granted under the Plan and that the entire Award is governed by the Notice, this Award Agreement and the provisions of the Plan (incorporated herein by reference). You: (i) acknowledge receipt of a copy of the Plan and the Plan prospectus, (ii) represent that you have carefully read and are familiar with their provisions, and (iii) hereby accept the Award subject to all of the terms and conditions set forth herein and those set forth in the Plan and the Notice. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions relating to the Plan, the Notice and this Award Agreement.

9. Entire Agreement; Enforcement of Rights. This Award Agreement, the Plan and the Notice constitute the entire agreement and understanding of the parties relating to the subject matter herein and supersede all prior discussions between them. Any prior agreements, commitments or negotiations concerning the purchase of the Shares hereunder are superseded. No modification of or amendment to this Award Agreement, nor any waiver of any rights under this Award Agreement, shall be effective unless in writing and signed by the parties to this Award Agreement. The failure by either party to enforce any rights under this Award Agreement shall not be construed as a waiver of any rights of such party.

10. Compliance with Laws and Regulations. The issuance of Shares will be subject to and conditioned upon compliance by the Company and you with all applicable state, federal and foreign laws and regulations and with all applicable requirements of any stock exchange or automated quotation system on which the Company's Common

Stock may be listed or quoted at the time of such issuance or transfer. The Shares issued pursuant to this Award Agreement shall be endorsed with appropriate legends, if any, determined by the Company.

11. Governing Law; Severability. If one or more provisions of this Award Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Award Agreement, (ii) the balance of this Award Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Award Agreement shall be enforceable in accordance with its terms. This Award Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. For purposes of litigating any dispute that may arise directly or indirectly from the Plan, the Notice and this Award Agreement, the parties hereby submit and consent to litigation in the exclusive jurisdiction of the State of California and agree that any such litigation shall be conducted only in the courts of California in Santa Clara County or the federal courts of the United States for the Northern District of California and no other courts.

12. No Rights as Employee, Director or Consultant. Nothing in this Award Agreement shall affect in any manner whatsoever the right or power of the Company, or a Parent, Subsidiary or Affiliate of the Company, to terminate your Service, for any reason, with or without Cause.

13. Consent to Electronic Delivery of All Plan Documents and Disclosures. By your acceptance of this Award, you consent to the electronic delivery of the Notice, this Award Agreement, the Plan, account statements, Plan prospectuses required by the Securities and Exchange Commission, U.S. financial reports of the Company, and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements) or other communications or information related to the Award. Electronic delivery may include the delivery of a link to a Company intranet or the internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other delivery determined at the Company's discretion. You acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost if you contact the Company by telephone, through a postal service or electronic mail at [#]. You further acknowledge that you will be provided with a paper copy of any documents delivered electronically if electronic delivery fails; similarly, you understand that you must provide on request to the Company or any designated third party a paper copy of any documents delivered electronically if electronic delivery fails. Also, you understand that your consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if you have provided an electronic mail address), at any time by notifying the Company of such revised or revoked consent by telephone, postal service or electronic mail at [#]. Finally, you understand that you are not required to consent to electronic delivery.

14. Code Section 409A. For purposes of this Award Agreement, a termination of employment will be determined consistent with the rules relating to a "separation from service" as defined in Section 409A of the Internal Revenue Code and the regulations thereunder ("**Section 409A**"). Notwithstanding anything else provided herein, to the extent any payments provided under this Award Agreement in connection with your termination of employment constitute deferred compensation subject to Section 409A, and you are deemed at the time of such termination of employment to be a "specified employee" under Section 409A, then such payment shall not be made or commence until the earlier of (i) the expiration of the six-month period measured from your separation from service or (ii) the date of your death following such a separation from service; provided, however, that such deferral shall only be effected to the extent required to avoid adverse tax treatment to you including, without limitation, the additional tax for which you would otherwise be liable under Section 409A(a)(1)(B) in the absence of such a deferral. To the extent any payment under this Award Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this section are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

15. Award Subject to Company Clawback or Recoupment. To the extent permitted by applicable law, the Award shall be subject to clawback or recoupment pursuant to any compensation clawback or recoupment policy adopted by the Board or required by law during the term of your employment or other Service that is applicable to you. In addition to any other remedies available under such policy, applicable law may require the cancellation of your Award (whether vested or unvested) and the recoupment of any gains realized with respect to your Award.

BY ACCEPTING THIS AWARD, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

Attachment 1
RSU/CASH AWARD AGREEMENT
(Post Service Vesting Eligible)

The Award are granted pursuant to the Plan, the Notice and the Award Agreement, including this Attachment 1, and will be eligible to vest, pursuant to the Vesting Schedule set forth in the Notice, until the later of: (i) the date your Service terminates or (ii) provided you qualify for the Post Service Vesting Benefit, as set forth in the Vesting Schedule. This Attachment 1 sets forth the definition, terms and conditions of Post Service Vesting Benefit.

Notwithstanding anything to the contrary, the Committee shall have the authority to adjust the [Full Career Vesting Period and] Full Career Vesting Benefit in accordance with the terms of the Plan to take into account any extraordinary or unusual items, events or circumstances to avoid windfalls or hardships.

[“**Post Service Vesting Period**” means the period starting on the date your Service terminates through the date that is the [#] month anniversary thereof. The expiration date of your Post Service Vesting Period shall be the last day of such period.]

“**Post Service Vesting Benefit**” means the right and benefit to have [the Post Service Vesting Period apply to] this award[, such that you] continue to vest in the RSUs as [though you provided continuous Service through the expiration date of the Post Service Vesting Period / set forth in the Vesting Schedule]. Such right and benefit is qualified and conditioned upon the performance and/or achievement of each of the following criteria:

1. [You provided at least [#] days prior written notice (“***Notice***”) to the Company’s then Chief Executive Officer of your intention to voluntarily terminate Service with the Company, and during which Notice period you provided such services as requested by the Company in a cooperative and professional manner; provided, however, that the Company’s then Chief Executive Officer shall be permitted, in his or her discretion, to reduce or waive this Notice requirement;

2. On the date immediately prior to the termination of your Service, you have provided at least: (i) [#] year(s) of continuous Service with the Company after the Date of Grant set forth in the Notice, and (ii) [#] year(s) of continuous Service with the Company; provided, however, that the Company’s then Chief Executive Officer shall be permitted, in his or her discretion, to reduce or waive these service requirements;

3. You have assisted in identifying a successor to your role with the Company and prepared a succession plan, and such successor and succession plan are each acceptable to each of the Company’s then Chief Executive Officer and then chair of the Board, in their sole and absolute discretion;

4. You have signed and not revoked a release of claims against the Company in a form reasonably acceptable to the Company, in each case, within the time periods specified in such release of claims and such release of claims has become effective, and further such release of claims shall contain non-solicitation and noncompete provisions, to the extent permissible under applicable law as determined by the Company, lasting for [#] months after the date your Service terminates; and

5. [ANY ADDITIONAL CRITERIA LISTED HERE]]

This Attachment 1 is subject to the terms and conditions of the Plan, which among other things, provides that any dispute regarding the interpretation of this Attachment 1 shall be submitted by you or the Company to the Committee for review and the resolution of such a dispute by the Committee shall be final and binding on the Company and you.

Exhibit 31.1

CERTIFICATION

I, Scott Sanborn, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Happen, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 30, 2026

/s/ SCOTT SANBORN

Scott Sanborn

Chief Executive Officer

(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION

I, Andrew LaBenne, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Happen, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
    a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
    b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
    c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
    d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
    a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
    b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 30, 2026

/s/ ANDREW LABENNE

Andrew LaBenne

Chief Financial Officer

Exhibit 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Happen, Inc. (the “Company”) on Form 10-Q for the quarter ended June 30, 2026, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), each of the undersigned officers of the Company certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to such officer’s knowledge:

1. The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ SCOTT SANBORN
Scott Sanborn
Chief Executive Officer
(Principal Executive Officer)

/s/ ANDREW LABENNE
Andrew LaBenne
Chief Financial Officer

Dated: July 30, 2026