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This Borrower Payment Dependent Note is issued as part of a series that corresponds to one borrower loan described in the Promissory Borrower Note below. Each series of Notes are dependent for payment on payments Daric Investor Services, LLC (Affiliated Issuer), a wholly owned subsidiary of Daric, Inc (Operating Company) receives on such borrower loan.

Borrower Payment Dependent Note Agreement:

The holder of this Note ("you") designates Daric Investor Services, LLC ("we, "us") to apply the proceeds from the sale of this Note to fund the member loan corresponding to the Promissory Borrower Note described below. For value received, Daric Investor Services, LLC agrees to pay principal and interest to you in an amount equal to your pro rata portion zzz of the principal and interest payments, if any, received on the corresponding member loan, net of a 1.00% service charge. The expected monthly payment amount is qq. We will also pay you any other amounts we receive on the Promissory Borrower Note, including late fees and penalties, except that we will not pay to investors any unsuccessful payment fees, check processing or other processing fees, collection fees we or our third-party collection agency charge or any payments due to Daric, Inc. on account of portions of the corresponding member loan, if any, that Daric Inc. has funded itself. The service charge will reduce the effective yield on your Note below their stated interest rate. This Note is a special limited obligation of Daric, Inc. and not the borrower members. The Notes are unsecured and do not represent an ownership interest in the corresponding member loans, their proceeds, or the assets of Daric, Inc.

Signed: Greg Ryan, Member, on behalf of Daric Investor Services, LLC

Promissory Borrower Note:

For value received, I ("Borrower") promise to pay to the order of Cross River Bank or any subsequent holder ("you" or "Lenders") of this Promissory Note (the "Note") the principal sum of \$ nnn with interest as set forth below. I intend to be legally bound by this Note. I have read, understood, and agreed to all of the terms of this Note.

Interest. This Note bears interest during each calendar month from the date hereof until paid, at a fixed rate of jjj %. Interest is calculated on a monthly basis upon the unpaid balance with each payment representing 1/12th of a year.

Payments. Principal and interest is to be paid during and throughout the period of 36 months in the following manner:

Payments of principal and interest in the amount of \$ rrr are to be made by the Borrower to the Lender commencing one day after the acceptance of the loan and on the same day of each successive month thereafter until the completion of the loan term, when the full amount of unpaid principal, together with unpaid accrued interest is due and payable. If the monthly anniversary is on the 29th, 30th, or 31st of the month, and the following month does not have a 29th, 30th, or 31st day, the monthly payment will be due on the last day of the month in which the payment was due. The last payment might be of a slightly different amount to adjust for rounding. All payments on this Note are to be made in immediately available lawful money of the United States. Borrower authorizes Lender to debit Borrower's designated account by Automated Clearing House (ACH) transfer for the amount of each payment due on each due date.

Terms and Conditions

All Notes are U.S. dollar denominated, fully amortizing and have a fixed rate of interest. This series of Notes has an interest rate that is the same as the yield percentage for the corresponding borrower loan and an aggregate stated principal amount equal to the principal amount of the corresponding borrower loan. Notwithstanding the foregoing, Daric Investor Services, LLC has no obligation to make any payments on this Note unless, and then only to the extent that, it has received payments on the corresponding borrower loan. This Note will also be subject to full or partial prepayment without penalty.

Each series of Notes will be effectively limited to the maximum allowable principal amount) of a borrower loan. If in the future Daric Investor Services, LLC changes the maximum allowable borrower loan amount, then the maximum

aggregate principal amount of Notes per series would also increase. Daric Investor Services, LLC will transfer all proceeds it receives from sales of this series of Notes to the Operating Company, which will purchase and service the corresponding borrower loans from Cross River Bank.

Maturity Dates

If there are amounts owing to Daric Investor Services, LLC in respect of the corresponding borrower loan at the initial maturity of a Note, the term of the Note will be automatically extended to allow the Note holder to receive any payments that Daric Investor Services, LLC receives on the corresponding borrower loan after the maturity of the corresponding borrower loan.

Ranking; Security Interest

This Note will be a special, limited obligation of Daric Investor Services, LLC. This Note is not guaranteed or insured by Daric, Inc., any governmental agency or instrumentality or any third party. Daric Investor Services, LLC will be obligated to make payments on each Note in a series only if and to the extent that the borrower makes principal or interest payments on the corresponding borrower loan purchased by Daric Investor Services, LLC with the proceeds of that series, and such borrower loan payments will be shared ratably among all owners of Notes of the series, subject to Daric Investor Services, LLC's servicing fees and the fees and charges retained by Daric Investor Services, LLC or paid to third parties as described above. In the event of a bankruptcy or similar proceeding of Daric Investor Services, LLC, the rights of the holder of a Note take precedence as compared to the holders of other indebtedness of Daric Investor Services, LLC with respect to payment from the proceeds of the borrower loan corresponding to that Note. As a bankruptcy remote entity governed by Independent Directors and Special Members with fiduciary duty to enforce the rights described above on behalf of the beneficiary holder of the Note, Daric Investor Services, LLC provides assurance of independence in the case of a bankruptcy vote.

To limit the risks to holder of Notes of its insolvency, a security interest in an Independent Membership interest in all of the borrower loans and all payments and proceeds received by Daric Investor Services, LLC on the borrower loans and in the deposit account into which the borrower loan

payments are deposited is perfected under filing. Any borrower loans that Daric, Inc., performing loan servicing as Daric Investor Services, LLC's agent pursuant to the Administration Agreement, sells or otherwise transfers on Daric Investor Services, LLC's behalf for the purpose of realizing the value thereof (though not the proceeds of any such sale or transfer) will automatically be released from the security interest as will any borrower loan that remains unpaid on its final maturity date.

Payments

Subject to the limitations described below under "Limitations on Payments," Daric Investor Services, LLC will make payments of principal and interest on this Note upon receiving borrower loan payments in respect of the corresponding borrower loan, in accordance with the payment schedule for each Note. Each Note will have a payment schedule providing for monthly payments over a term equal to the maturity of the corresponding borrower loan. The payment dates will fall on the fifth business day after the due date for each monthly installment of principal and interest on the corresponding borrower loan, but interest on this Note will accrue only through the corresponding payment dates for the related borrower loan. The payment is made to the FBO account established on behalf of the holder of the Note at Four Oaks Bank and Trust, a North Carolina FDIC-insured charter bank to receive and disburse investment funds.

Daric Inc. requests an ACH payment from a borrower on the business day prior to the payment due date, and normally receives payment the following business day. A borrower's loan payment is initially deposited in the deposit account upon receipt and is not distributed to the lender member's funding account until the fifth business day after the ACH payment was requested and the short return window for ACH funds has expired. Lender members can review their account statements online and see if they received payment on this Note on such following fifth business day. Upon maturity of the Note, the same process occurs. Although payment to lender members under this Note is made six business days after the applicable loan payment and loan maturity date, Daric Investor Services, LLC treats the payment date and maturity date of the Note to be the same as the dates set forth in the corresponding borrower loan.

The stated interest rate on each Note will be the lender yield percentage set forth in the loan listing. The lender yield percentage is equal to the interest rate on the corresponding borrower loan net of the servicing fee. The stated interest rate on each Note will not be the same as the interest rate on the corresponding borrower loan because the interest rate on the corresponding borrower loan takes into account the servicing fee. Interest will be computed on this Note in the same manner as the interest on the corresponding borrower loans is computed.

“*Business day*” means each Monday, Tuesday, Wednesday, Thursday and Friday that is (1) not a day on which the Automated Clearing House system operated by the U.S. Federal Reserve Bank (the “ACH System”) is closed and (2) not a day on which banking institutions in San Francisco, California or New York, New York are authorized or obligated to close.

Limitations on Payments

Subject to the servicing fees described below and Daric Investor Services, LLC’s retention or payment to third parties of the other fees and charges described below, any amounts received from borrowers on borrower loans will be forwarded by Daric Investor Services, LLC to the holder of this Note corresponding to the borrower loan. Each Note holder’s right to receive principal and interest payments and other amounts in respect of that Note is limited in all cases to the holder’s *pro rata* portion of the amounts received by Daric Investor Services, LLC in connection with the corresponding borrower loan, including without limitation, all payments or prepayments of principal and interest, subject to servicing fees charged by Daric Investor Services, LLC and Daric Investor Services, LLC’s retention or payment to third parties of the other fees and charges described below. Daric will notify lenders of any increases to servicing or non-sufficient-funds fees. Such increases may only be applied to future notes.

Daric Investor Services, LLC retains a servicing fee from every loan payment it receives as compensation for servicing the borrower loans and Notes. The amount of the servicing fee with respect to a particular payment on a particular borrower loan is equal to (a) the product obtained by multiplying the applicable annual servicing fee rate by a fraction, the numerator of which is equal to the number of days since the borrower’s last payment (or, in the case of

the borrower's first payment, since the date on which the relevant loan was funded) and the denominator of which is 365, multiplied by (b) the outstanding principal balance of the loan prior to applying the current payment. Daric Investor Services, LLC currently charges lenders a servicing fee of 1.0% per annum. Any change to the servicing fee will only apply to Notes offered and sold after the date of the change. Daric Investor Services, LLC's servicing fees are posted in the Help pages section at www.daric.com. Servicing fees will reduce the effective yield on borrower loans below the borrower interest rate. The servicing fee rate will be disclosed in all loan listings. The servicing fee is payable on all payments received on borrower loans corresponding to this Note, including without limitation partial payments, prepayments and late payment fees paid by the related borrower. Daric Investor Services, LLC will not pay Note holders any non-sufficient funds fees it receives, but will retain such fees as additional servicing compensation. In addition, any attorneys' fees or collection fees that a third party servicer or collection agency imposes in connection with collection efforts related to any corresponding borrower loan will be retained by the party earning such fees and will reduce the amount of collections available for payment on this Note. Daric Investor Services, LLC will pay Note holders any late fees it receives on corresponding borrower loans.

The "*non-sufficient funds fee*" is a fee charged by Daric Investor Services, LLC or a third-party servicer or collection agency when a payment request is denied or a check is returned unpaid for any reason, including but not limited to, insufficient funds in the borrower member's bank account or the closing of that bank account. The non-sufficient funds fee currently charged by Daric Investor Services, LLC on borrower loans is \$15 or such lesser amount permitted by law. To the extent it does not receive the anticipated payments on a borrower loan, Daric Investor Services, LLC will not make any payments on this Note related to that borrower loan, and a holder of a Note will not have any rights against Daric Investor Services, LLC or the borrower member in respect of the Note or the corresponding borrower loan.

Prepayments

To the extent that a borrower member prepays a borrower loan, such prepayment amount will be a borrower loan payment, and holders of Notes corresponding to that borrower loan will be entitled to receive their *pro rata* shares of the prepayment, net of applicable servicing fees and Daric

Investor Services, LLC's retention or payment to third parties of the other fees and charges described above.

Repurchase and Indemnification

If a "Repurchase Event" occurs with respect to a Note, Daric Investor Services, LLC will, at its sole option, either repurchase the Note from the holder or indemnify the holder of the Note for any losses resulting from nonpayment of the Note or from any claim, demand or defense arising as a result of such Repurchase Event. A "Repurchase Event" with respect to a Note means (i) a Daric grade assignment different from the Daric grade assignment actually calculated by Daric Investor Services, LLC was included in the listing for the corresponding borrower loan, as a result of which the interest of the holder in the Note is materially and adversely affected, (ii) a Daric grade assignment different from the Daric grade assignment that should have appeared was included in the listing for the corresponding borrower loan because either Daric Investor Services, LLC inaccurately input data into the formula for determining the Daric grade assignment or inaccurately applied the formula for determining the Daric grade assignment and, as a result, the interest of the holder in the Note is materially and adversely affected, or (iii) the corresponding borrower loan was obtained as a result of verifiable identify theft on the part of the purported borrower member and a material payment default under the corresponding borrower loan has occurred.

The determination of whether verifiable identify theft has occurred is in Daric Investor Services, LLC's sole discretion. Daric Investor Services, LLC may, in its reasonable discretion, require proof of the identify theft, such as a copy of a police report filed by the person whose identify was wrongfully used to obtain the corresponding borrower loan, an identity theft affidavit, a bank verification letter or all of the above.

If Daric Investor Services, LLC elects to repurchase a Note in connection with a Repurchase Event, the repurchase price will be equal to the principal amount outstanding on the Note as of the date of repurchase and will not include accrued and unpaid interest. For purposes of indemnification, Daric Investor Services, LLC will calculate the losses resulting from nonpayment of a Note based on the principal amount outstanding on the Note. If Daric Investor Services, LLC makes an indemnification payment, Daric Investor Services, LLC

will be entitled to retain any subsequent recoveries that it receives on the effected Note.

Servicing Covenant

Daric Investor Services, LLC, through its Administration Agreement with Daric, Inc. as borrower servicer, is obligated to use commercially reasonable efforts to service and collect borrower loans, in good faith, accurately and in accordance with industry standards customary for servicing loans such as the borrower loans. If Daric Inc. refers a delinquent borrower loan to a collection agency within five (5) business days after it becomes 30 days past-due, that referral shall be deemed to constitute commercially reasonable servicing and collection efforts. Daric, Inc may, in its sole discretion and subject to its servicing standard, refer a borrower loan to a collection agency, elect to initiate legal action to collect a borrower loan or sell a borrower loan to a third party debt buyer at any time. Daric Inc, with the consent of Daric Investor Services, LLC. may also work with the borrower member to structure a new payment plan for the borrower loan without the consent of any of the corresponding Note holders. Daric Inc. is obligated to use commercially reasonable efforts to maintain back-up servicing arrangements for the borrower loans. It has entered into a back-up servicing arrangement with Portfolio Financial Servicing Company, Inc, Portfolio Financial Servicing Company Inc. is a financial services company that has entered into numerous successor loan servicing agreements and has operated in the back-up servicing market for more than twenty years. It is unlikely that Portfolio Financial Servicing Company, Inc, would be able to perform functions other than servicing the existing borrower loans and Notes. For instance, Portfolio Financial Servicing Company, Inc likely would not be able to facilitate the creation of new loans through the platform or manage Daric Inc.'s marketing efforts. Daric Inc. believes that it could find one or more other parties who could perform these and any other functions necessary to fully operate the platform in the absence of Daric, Inc.. However, it could take some time to find another such party or parties who could perform the necessary functions and it could take such party or parties additional time to become comfortable with the operation of the platform. Any such delay should not affect existing Note holders, because the back-up servicer should be able to continue servicing existing loans and Notes, but it could delay Daric, Inc.'s ability to facilitate the creation of new loans and issue new Notes through the platform.

In servicing borrower loans, Daric Inc. may, in its discretion, utilize affiliated or unaffiliated third party loan servicers, collection agencies or other agents or contractors. Any modification or restructuring of borrower payment terms that Daric Investor Services, LLC approves must be done in compliance with the servicing standard described above, which means that the servicer must make a reasonable and prudent determination that any such modification is not materially adverse to the interests of the Note holders. The modifications contemplated by this servicing provision would be made in situations, common to loan servicing industry practices, where a reasonable forbearance or extension of time for payment to be received would prevent a borrower from defaulting entirely on the loan or filing for bankruptcy. From the Note holder's perspective, such modifications would only be employed in situations where a greater loss would be avoided.

In the event the terms of any borrower loan are modified, Daric Investor Services, LLC. will notify the corresponding Note holders via email of the material terms of the borrower loan modifications and the effect such changes will have on their Notes, including changes to payments they will receive under this Note.

Administration Covenants

Daric Investor Services, LLC is obligated to use, or to cause a third party administrator to use (which may include, for example, Daric, Inc.. as the Corporate Administrator), commercially reasonable efforts to administer its day-to-day business and operations and provide the other administrative services described under the heading "Corporate Administration Services" in this prospectus in accordance with industry standards customary for administrative services of the same general type and character.

In addition, Daric Investor Services, LLC is obligated to use, or to cause a third party administrator to use (which may include, for example, Daric, Inc.. as the Loan Platform Administrator), commercially reasonable efforts to manage the platform and provide certain other platform-related services in accordance with industry standards customary for online credit platforms of the same general type and character as the platform.

Notification Requirements

Daric Investor Services, LLC keeps lender members apprised of the delinquency status of borrower loans by identifying delinquent loans on its website as "1 month late," "2 months late," "3 months late," or "current." Borrower loans that become more than 120 days overdue are charged off and designated as such on the website operated by Daric, Inc. Lender members are able to monitor the borrower loans corresponding to their Notes, but cannot participate in or otherwise intervene in the collection process.

If a default with respect to this series of Notes occurs and is continuing, and if it is known to the management committee, Management is required to notify each holder of this Note within 90 days after it occurs. Management may withhold the notice if and so long as a committee of its officers in good faith determines that withholding the notice is in the interests of the Note holders, except for defaults caused by Daric Investor Services, LLC's failure to make principal and interest payments when required.

Denominations, Form and Registration

Daric Investor Services, LLC will issue this Note only in registered form and only in electronic form. This means that each Note will be stored on Daric Investor Services, LLC's website. You can view a record of this Note you own and the form of your Notes online and print copies for your records, by visiting your secure, password-protected webpage in the "My Investments" section of Daric Investor Services, LLC's website operated by Daric, Inc. Daric Investor Services, LLC will not issue certificates for this Note. Lender members will be required to hold their Notes through Daric Investor Services, LLC's electronic Note register.

The laws of some states in the United States may require that certain persons take physical delivery in definitive, certificated form, of securities that they own. This may limit or curtail the ability of such persons to purchase Notes. Daric Investor Services, LLC reserves the right to issue certificated Notes only if it determines not to have this Note held solely in electronic form.

Restrictions on Transfer

This Note will not be listed on any securities exchange. All Notes must be held by Daric Investor Services, LLC's lender members.

Note Repurchase and Indemnification Obligations

Under this Note, in the event of a material default under a series of Notes due to verifiable identity theft of the named borrower's identity, Daric Investor Services, LLC will in its discretion either repurchase the Note or indemnify the Note holder. Daric Investor Services, LLC's indemnification obligation will apply only if the relevant Note is at least 120 days past-due; provided, that Daric Investor Services, LLC may in its sole discretion elect to take action at an earlier time. The determination of whether verifiable identity theft has occurred is in Daric Investor Services, LLC's sole discretion and Daric Investor Services, LLC may require proof of identity theft, such as a copy of a police report filed by the person whose identity was wrongfully used to obtain the fraudulently-induced borrower loan, an identity affidavit or a bank verification letter (or all of the above) in order to determine that verifiable identity theft has occurred.

In the event Daric Inc. inserts a Daric grade assignment in a borrower loan listing that is different from the Daric grade assignment calculated by Daric Inc. for listing such borrower loan on the platform, or if Daric Inc. incorrectly inputs data into its formula or incorrectly applies its formula to determine the Daric grade assignment, resulting in a Daric grade assignment different from the Daric grade assignment that should have appeared in a borrower loan listing, then, if such breach materially and adversely affects the interest of the holder of the Note corresponding to such borrower loan, Daric Investor Services, LLC will in its discretion either repurchase such Note holder or indemnify the Note holder.

No Sinking Fund

This Note are fully amortizing and will not have the benefit of a sinking fund.

Events of Default

Any of the following events will constitute an event of default for a series of Notes:

- Daric Investor Services, LLC's failure to make required payments on this Note for five days past the applicable due date;
- Daric Investor Services, LLC's failure to perform, or the breach of, any other covenant for the benefit of the holders of this Note which continues for 30 days after written notice from the holders of 25% of the outstanding principal amount of this Note for which such default exists, subject to an additional 30 day cure period; or
- specified events relating to Daric Investor Services, LLC's bankruptcy, insolvency or reorganization.

It is not a default or event of default if Daric Investor Services, LLC does not make payments on a series of Notes when a borrower does not make payments on the corresponding borrower loan. In that case, Daric Investor Services, LLC is not required to make payments on this Note, so no default occurs. An event of default with respect to one series of Notes is not automatically an event of default for any other series, even where the same borrower member is the loan borrower on both loans.

The holders of a majority in aggregate principal amount of the outstanding Notes of any series, may on behalf of the holders of all Notes of the series waive an existing default with respect to such Notes, except (1) a default in the payment of amounts due in respect of such Notes or (2) a default in respect of a provision that cannot be amended without the consent of each holder affected by such waiver. When a default is permanently and irrevocably waived, it is deemed cured, but no such waiver shall extend to any subsequent or other default or impair any consequent right.

A Note holder may not institute a suit against Daric Investor Services, LLC for enforcement of such holder's rights or pursue any other remedy unless:

- the holder gives written notice stating that an event of default with respect to this Note is continuing;
- the holders of at least 25% in aggregate principal amount of the outstanding Notes of that series make a written request to the Management Committee of Daric Investor Services, LLC to pursue a

remedy available with respect to the default.

- The Management Committee does not comply with the request within 60 days after receipt of the notice, request and offer of security or indemnity; and
- the holders of a majority in aggregate principal amount of the outstanding Notes of that series do not give the Management Committee a direction inconsistent with such request during such 60-day period.

No Recourse Against Others

This Note is a solely limited recourse obligation of Daric Investor Services, LLC, payable from collections on the corresponding borrower loan as described herein, and is not the obligations of any other person. Neither Daric, Inc., in its capacity as servicer, as issuer of the related Daric, Inc.. Management Rights or otherwise, nor any of Daric Investor Services, LLC's directors, officers or affiliates, has any liability for any amounts due on this Note or the corresponding borrower loans. Each purchaser of a Note, by accepting the same, is deemed to waive and release all such liability.

Servicing Rights

Notes that represent the purchase of the entirety of a borrower loan assign ownership of the servicing rights to the loan to the holder of the Note. The holder agrees to appoint Daric, Inc the current loan servicer.

Governing Law

This Note has been executed and delivered in the State of California and is deemed a contract made under such state's law. The provisions of this Note will be governed by federal laws and the laws of the State of California to the extent not preempted, without regard to any principle of conflicts of law. The unenforceability of any provision of this Note shall not affect the enforceability or validity of any other provision of this Note.

Daric, Inc.. Management Right

This Note comes attached with a Daric, Inc. Management Right issued by Daric, Inc... Daric Investor Services, LLC will be the sole issuer of this Note and Daric, Inc will be the sole issuer of the Daric, Inc.. Management Rights. This Daric, Inc.. Management Right will not be separable from this Note offered on the platform and will not be assigned a value separate from this Note. The Daric, Inc.. Management Rights are “investment contracts” issued by Daric, Inc.. directly to Note holders. The phrase “investment contract” is a concept under federal securities law that refers to an arrangement where investors invest money in a common enterprise with the expectation of profits, primarily from the efforts of others. Here, the “investment contracts” that Daric, Inc. is registering as Daric, Inc.. Management Rights arise from the services described above that Daric, Inc. has provided and will provide regarding:

- the existence and operation of the platform;
- verification of borrower information;
- Evaluation and validation of the Daric grade assignment.
- remitting borrower payments; and
- collecting on delinquent accounts.

Investors who purchase Daric, Inc.. Management Rights will have rights under the federal securities laws as a purchaser of a registered security. Investors will have limited contractual rights, to enforce Daric, Inc.’s contractual obligations under the Administration Agreement. Such contractual rights exist under state law and will not, in any way, affect the rights of investors under the federal securities laws.

There are no payment obligations on the part of Daric, Inc. or any third party under or in relation to the Daric, Inc.. Management Rights that are in any way related to borrower obligations in relation to the borrower loans or in any way related to Daric Investor Services, LLC’s payment obligations in relation to this Note. The Daric, Inc.. Management Rights attached to this Note will not comprise collateral therefor nor guarantees of any borrower loans or Notes, nor generate any funds or proceeds that will be payable to Daric Investor Services, LLC or holders of Notes in relation to any borrower loans or Notes. Holders of Notes will have no recourse to Daric, Inc or its assets in relation to payments on borrower loans or Notes. If Daric Investor Services, LLC repurchases any Notes,

Daric, Inc. will concurrently repurchase the related Daric, Inc.. Management Right for zero consideration.