

January 14, 2022

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The Honorable James E. Clyburn
Chairman
Select Subcommittee on the Coronavirus Crisis
2157 Rayburn House Office Building
Washington, DC 20515-6143

Re: Letter of November 22, 2021, to Womply, Inc.

Dear Mr. Chairman:

We write in response to your November 22, 2021, letter to Mr. Toby Scammell, Chief Executive Officer of Womply, Inc (“Womply”). As we have shared during meetings with staff for the Select Subcommittee on the Coronavirus Crisis (“Subcommittee”), Womply is cooperating with the Subcommittee’s investigation and shares its concern over waste, fraud, and abuse in the Paycheck Protection Program (“PPP”). To that end, we are providing background on Womply, an overview of its role in the PPP, and initial responses to the Subcommittee’s requests for information. Womply will submit additional responsive information and documents on a rolling basis.

Overview of Womply’s Role in the PPP

Founded in 2011, Womply’s mission and core business is to help small businesses thrive in a digital world. It began as a commerce platform for small businesses, providing marketing and financial tools to facilitate reputation management, email marketing, business intelligence, and dynamic customer directories. Through these services Womply initially supported over 500,000 American small businesses and their customers.

In 2020, as the COVID-19 pandemic shut down the U.S. economy, Womply expanded its services to assist small businesses further. Specifically, its extensive experience connecting small businesses and customers was in great demand after the federal government created the Paycheck Protection Program (“PPP” or “the Program”) in the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), Pub. L. No. 116-136, during the early months of the pandemic. Upon passage of the CARES Act, government officials implored financial institutions and others

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to make sure businesses in need received funds as fast as possible to prevent an economic catastrophe.¹

Given its local commerce platform and expertise related to small businesses and underserved communities, Womply quickly answered the call. First, in 2020, Womply created a website through which potential borrowers could apply for PPP loans. Womply referred applicants applying through its website to Womply's lender partners, and the lenders were responsible not only for deciding whether to fund the loans, but also for all other tasks associated with processing, managing, and tracking the PPP loans, including verifying borrower identity and auditing borrower information.

Many lenders that participated in the PPP, however, did not have experience in funding and managing a large volume of modest loans for small businesses. They also had limited technological capabilities and personnel to handle the workload associated with the significant volume of PPP loans. Conversely, some lenders, including many of the largest banks in the country, focused their PPP lending on wealthier, existing customers, as was noted by the SBA's Office of Inspector General (SBA-OIG).² This left millions of eligible small businesses, as well as many minority owned businesses, without access to PPP loans.

In order to ensure that even more eligible small businesses had access to PPP loans, in February 2021, Womply released a technology platform that made it substantially easier and more cost-effective for lenders to process, manage, and track their PPP loans, particularly the smaller PPP loans to the smallest businesses (the "Technology Platform"). The Technology Platform provided lenders with similar PPP loan application collection and referral services that Womply

¹ See e.g., U.S. Secretary of the Treasury Steven T. Mnuchin and Small Business Administration Administrator Jovita Carranza, *Joint Statement on the Resumption of the Paycheck Protection Program* (Apr. 24, 2020) (available at <https://home.treasury.gov/news/press-releases/sm988>) ("We encourage all approved lenders to process loan applications previously submitted by eligible borrowers and disburse funds expeditiously."); Speaker of the U.S. House of Representatives Nancy Pelosi, *Floor Statement* (March 27, 2020) (available at <https://www.congress.gov/congressional-record/2020/03/27/house-section/article/H1732-1>) ("Thanks to Secretary Mnuchin, he is facilitating this by not just all of the loans going through the SBA, but going through banks with the SBA imprimatur, which makes this all go much faster."); Small Business Administration, *Paycheck Protection Program Interim Final Rule* (available at <https://www.sba.gov/sites/default/files/2020-04/PPP--IFRN%20FINAL.pdf>) ("The intent of the Act is that SBA provide relief to America's small businesses expeditiously. This intent, along with the dramatic decrease in economic activity nationwide, provides good cause for SBA to dispense with the 30-day delayed effective date provided in the Administrative Procedure Act.").

² SBA Office of Inspector General, "Inspection of SBA's Implementation of the Paycheck Protection Program," Report 21-07 (Jan. 14, 2021), available at <https://www.sba.gov/sites/default/files/2021-01/SBA%20OIG%20Report-21-07.pdf>.

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provided before, but through a more comprehensive and borrower-facing internet portal called “PPP Fast Lane.”

The Technology Platform also provided a new lender-facing portal with numerous integrated technology services, which Womply developed in conjunction with Teslar Software (“Teslar”) and other third parties (the “Teslar Portal”). Those technology services helped lenders collect, verify, and understand the documentation and information provided by applicants. The services included, among other things, multi-lingual translations, bank data collection and analysis, tax document collection and analysis, identity verification, bank account analysis, borrower status updates, borrower support, bank account and deposit management, cyber security protection, and logging, reporting, and capacity management tools. The Technology Platform also allowed lenders to review, manage, and submit PPP loan applications to the SBA, track the status of the applications, resubmit applications if necessary, fund PPP loans, and track all funding activities.

These services were similar to the types of services that the lenders would have retained independently if they had not contracted to receive Womply’s suite of services. Womply’s Technology Platform integrated these third-party tools into a larger suite of services designed to assist the lenders through a single technology platform.

Although Womply provided a suite of technology services to help lenders receive and manage PPP loan applications, Womply did not engage in lending and was not subject to the Bank Secrecy Act or any of its anti-money laundering (“AML”) program requirements. In addition, Womply was not a Lender Service Provider subject to SBA regulations. Womply also did not (and had no legal or contractual responsibility to) (i) underwrite or approve PPP loan applications; (ii) submit PPP applications to the SBA; (iii) fund PPP loans approved by the SBA; (iv) disburse PPP loan proceeds to borrowers; or (v) service PPP loans. Each of these functions remained the responsibility of the lenders pursuant to applicable law, the lenders’ agreements with Womply, and the lenders’ agreements with the SBA.

Throughout the PPP, Womply worked diligently to refine and improve its Technology Platform. It also frequently contacted lenders and other financial institutions, officials from the SBA and SBA-OIG, and others in government to identify and stop suspected fraud in the PPP. Womply made these efforts on its own initiative and without any legal or regulatory obligation to do so.

Implementing the Program’s objectives proved no small feat. The Program required connecting millions of potential borrowers with thousands of lenders, which were required to organize, review, and approve applications in compliance with the PPP’s criteria. The packages of services offered by Womply was remarkably successful for the participating lenders; in total, Womply assisted approximately two million small businesses in applying for PPP loans.

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Womply's importance to the PPP and to small businesses was recognized by Bill Briggs, the Acting Associate Administrator for the Office of Capital Access at the U.S. Small Business Administration, when he stated during a joint conference with Womply's CEO on January 19, 2021: "I do want to thank Womply for their partnership in all of this and everything that they have done to help all small businesses."³

With this background in mind, we provide responses to the Subcommittee's requests below. As noted above, Womply is eager to cooperate with the Subcommittee's investigation into potential waste, fraud, and abuse in the PPP and is equally concerned about identifying such programmatic weaknesses. We request that you treat the information submitted as confidential and provide Womply with notification and an opportunity to object before any confidential information is released publicly. Womply is voluntarily submitting confidential business information and trade secrets to the Subcommittee for the purposes of its investigation, but we request that the Subcommittee not share this information publicly, as the disclosure of confidential business information and/or trade secrets could harm the company.

Initial Response to Requests for Information

1. How much is Womply's total revenue from facilitating PPP loans to date?

Womply earned fees related to the PPP both by referring applicants to PPP lenders and by offering technological services to these lenders to allow them to review, manage, approve, submit and track PPP applications and loans. Those fees are broken down as follows:

	2020	2021
PPP Referral Revenue	\$2,934,899	\$190,530,753
PPP API Revenue	n/a	\$232,923,793
PPP Technology Platform Revenue	n/a	\$1,668,819,784

Total	\$2,934,899	\$2,092,274,331
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2. How many PPP loan applications and loans have been approved, issued, or otherwise facilitated by Womply, broken down by week, from April 1, 2020 to May 27, 2021?

Womply did not approve PPP loan applications, issue PPP loans, or otherwise serve as a lender in the PPP. Womply helped connect borrowers with PPP lenders, which were responsible

³ Bill Briggs, Acting Associate Administrator, Office of Capital Access at the U.S. Small Business Administration, *FAQs with the SBA for Contract Workers* (Jan 19, 2021) (available at <https://www.youtube.com/watch?app=desktop&v=mt8VOXSNCIE>) (see remarks at 25:05).

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for reviewing, approving, submitting, funding, and servicing the PPP applications and loans. Since the PPP's inception, Womply referred 128,813 applicants to lenders in 2020, and 2,584,420 applicants to lenders in 2021.

3. How many PPP loan applications have been denied or rejected by Womply, broken down by week, from April 1, 2020 to May 27, 2021, and what was the reason for each denial or rejection?

Womply is not a lender and did not approve, deny, or reject PPP loan applications. In connection with the Technology Platform launched in 2021, Womply provided services to lenders for their review of PPP loan applications, including integrated Know Your Customer ("KYC") information verification and management services; bank data and tax data analysis and validation; and other services. Womply did not refer applicants to PPP lenders pursuant to the technology services for the following reasons:

- Approximately 453,931 for failing the KYC information verification process.
- Approximately 342,511 for failing tax document review.
- Approximately 367,539 for failing some other reason.

Note that there is overlap among the reasons for not referring applicants to PPP lenders. Applicants not referred to PPP lenders could fail for more than one reason.

5. Please provide a list of all fraud checks conducted by Womply on PPP loan applications, including indicators used by automatic systems to detect fraud, a description of how each check serves to detect and prevent fraud, and the average time taken to approve or reject a PPP loan application, broken down by week.

Through the Technology Platform, Womply provided services to lenders that helped them review and approve PPP loan applications. Womply, however, is not subject to the BSA's AML program obligations, and the lenders retained responsibility for compliance with any legal requirements related to fraud. The technology services, including the Teslar Portal, helped lenders review and approve the applications, and included features that were designed to help the lenders verify the identity of applicants and check for certain indicia of potential fraud.

The technology services included:

- Integrated Know Your Customer ("KYC") information verification and management services, including verification of an applicant's personal identification information against authoritative databases, pictured identification fraud detection and verification of

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additional government identification, biometric scan verification, and manual verification of information where appropriate;

- Bank data and tax data analysis and validation to validate bank data automatically, OCR data extraction from manually uploaded documents, in-business verification based on bank transaction history, and manual checks to ensure data accuracy where appropriate; and
- Reports to lenders regarding KYC information, funding instructions, loan eligibility reports, and tax data reports.

These KYC and fraud-related services were provided using various third-party solutions that were incorporated into the Technology Platform. In this regard, as noted, Womply aggregated various third-party services into a single technology platform that allowed lenders to review, manage, and submit PPP loan applications to the SBA, track the status of the applications, resubmit applications if necessary, fund PPP loans, and track all funding activities. Examples of the aggregated third-party services Womply provided include: Teslar, DocuSign, LexisNexis, Plaid, Persona, Mindee, Inscribe, Twilio, Flashpoint, Guideline, Kickbox, FreshAddress, and Ocrolus.

7. Please provide a description of what indicators and information Womply's automated systems use to detect fraud or money laundering and how many and what percentage of applications were rejected through this system; please also describe what indicators trigger these automated systems to escalate an application for human review and what percentage of those escalations resulted in rejected applications.

In connection with the Technology Platform, Womply provided technology services to lenders to help them review and approve PPP loan applications, as described in greater detail in response to Request #5. These services included integrated KYC information verification and management services; bank data and tax data analysis and validation; and other services. In 2021, applicants were not referred to PPP lenders for the following reasons:

- Approximately 453,931 for failing KYC;
- Approximately 342,511 for failing tax document review; and
- Approximately 367,539 for failing some other reason.

Note that there is overlap among the reasons for not referring applicants to PPP lenders. Applicants not referred to PPP lenders could fail more than one reason.

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8. Please provide a detailed description of Womply's relationship with any non-bank or bank partners involved in PPP loans, including the name of each entity and any revenue sharing or liability sharing agreements.

In 2020, Womply created a website through which potential borrowers could apply for PPP loans. Womply referred applicants applying through its website to Womply's lender partners, and the lenders were responsible not only for deciding whether to fund the loans, but also for all other tasks associated with processing, managing, and tracking the PPP loans, including verifying borrower identity and auditing borrower information.

In February 2021, Womply released the Technology Platform, which made it substantially easier and more cost-effective for lenders to process, manage, and track their PPP loans, particularly the smaller PPP loans to the smallest businesses. The Technology Platform provided lenders with similar PPP loan application collection and referral services that Womply provided before, but through a more comprehensive and borrower-facing internet portal called "PPP Fast Lane."

The Technology Platform also provided a new lender-facing portal with numerous integrated technology services. Those technology services helped lenders collect, verify, and understand the documentation and information provided by applicants. The services included, among other things, multi-lingual translations, bank data collection and analysis, tax document collection and analysis, identity verification, bank account analysis, borrower status updates, borrower support, bank account and deposit management, cyber security protection, and logging, reporting, and capacity management tools. The Technology Platform also allowed lenders to review, manage, and submit PPP loan applications to the SBA, track the status of the applications, resubmit applications if necessary, fund PPP loans, and track all funding activities.

Womply partnered with the following PPP lenders. We note whether the lender is a Referral Partner, a Technology & API Services Partner, or both.

<u>Lender</u>	<u>Referral Partner</u>	<u>Technology & API Services Partner</u>
BA Fin Orion, LLC ("Blue Acorn")	Yes	Yes
Benworth Capital Partners, LLC	Yes	Yes
BillFloat, Inc. dba SmartBiz Loans	Yes	No
Celtic Bank Corporation	Yes	No
Cross River Bank	Yes	No

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DreamSpring	Yes	Yes
FC Marketplace, LLC	Yes	No
Fountainhead SBF LLC	Yes	Yes
Fundbox, Inc.	Yes	No
Harvest Small Business Finance, LLC	Yes	Yes
Kabbage, Inc.	Yes	No
Lendio, Inc.	Yes	No
On Deck Capital, Inc.	Yes	No
Sunshine State Economic Development Corporation	Yes	Yes
TMC Financing	Yes	Yes

10. Please provide a detailed description of any incentives or rewards that Womply offered or provided to employees or contractors processing PPP loan applications, including non-monetary rewards.

Womply did not provide any incentives or rewards to its employees or contractors for processing PPP loan applications. Womply provided bonuses of approximately \$20,000 to employees following the conclusion of the PPP. These bonuses were not tied to any metrics.

11. What were the total budgets for, and amounts allocated to, AML, BSA, and fraud compliance at Womply, on a per quarter basis, in 2019, 2020, and 2021?

As a technology services provider, Womply is not subject to the BSA's AML program requirements. Instead, in 2021, Womply provided various technology services to lenders to assist them with carrying out their AML and PPP obligations. The technology services provided to lenders included the aggregation of various third-party solutions, all of which were designed to help lenders receive, review, and approve PPP applications (including certain AML-related functions, such as identity verification, bank verification, etc.). Examples of Womply's investments in some of those services, is provided below:

	2020	2021
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

12. What was the total compensation of each member of Womply's executive team in 2019, 2020, and 2021, broken down by constituent components?

Compensation data for Womply's executive team members are provided in the charts below. Compensation for 2021 reflects data collected as of November 30, 2021.

Toby Scammell, Founder and CEO

	Base Compensation	Bonus Paid	Total Compensation	Employer Paid Benefits	Employee Paid Benefits	Other Company Paid Benefits
2019	\$189,999.92	\$261,250.00	\$451,249.92	\$6,390.00	\$1,999.36	\$0.00
2020	\$276,181.74	\$150,000.00	\$426,181.74	\$12,461.00	\$2,089.92	\$0.00
2021	\$248,896.60	\$159,151.26	\$408,047.86	\$9,185.76	\$2,184.60	\$0.00

Cory Capoccia, Co-Founder and President

	Base Compensation	Bonus Paid	Total Compensation	Employer Paid Benefits	Employee Paid Benefits	Other Company Paid Benefits
2019	\$321,140.27	\$85,000.00	\$406,140.27	\$16,919.00	\$8,132.72	\$3,400.00
2020	\$290,181.74	\$150,000.00	\$440,181.74	\$16,439.00	\$7,636.56	\$0.00
2021	\$296,893.46	\$97,333.00	\$394,226.46	\$19,272.00	\$7,686.58	\$7,500.00

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██████████, *Vice President of Engineering and Data*

	Base Compensation	Bonus Paid	Total Compensation	Employer Paid Benefits	Employee Paid Benefits	Other Company Paid Benefits
2019	\$179,833.28	\$12,000.00	\$191,833.28	\$5,104.00	\$717.84	\$0.00
2020	\$248,124.92	\$45,055.00	\$293,179.92	\$12,281.00	\$1,036.56	\$0.00
2021	\$287,708.26	\$105,483.00	\$393,191.26	\$6,447.12	\$752.62	\$0.00

██████████, *Vice President of Financial Products*

	Base Compensation	Bonus Paid	Total Compensation	Employer Paid Benefits	Employee Paid Benefits	Other Company Paid Benefits
2020	\$83,493.38	\$0.00	\$83,493.38	\$5,640.00	\$2,545.52	\$0.00
2021	\$229,166.74	\$97,403.00	\$326,569.74	\$19,272.00	\$7,686.58	\$0.00

Please let us know if you have any questions.

Sincerely,

/s/ Michael J. Bresnick
Michael J. Bresnick
Erik C. Jones
Venable LLP

April 14, 2022

VIA EMAIL

CONFIDENTIAL TREATMENT REQUESTED

The Honorable James E. Clyburn
Chairman
Select Subcommittee on the Coronavirus Crisis
2157 Rayburn House Office Building
Washington, D.C. 20515-6143

Re: Oto Analytics, Inc. d/b/a Womply Select Subcommittee on the Coronavirus Crisis Investigation

Dear Mr. Chairman:

On behalf of Oto Analytics, Inc., d/b/a Womply (“Womply” or the “Company”), we write in response to the letter from the United States House of Representatives Subcommittee on the Coronavirus Crisis (the “Committee”), dated November 22, 2021, requesting certain documents and information regarding the Paycheck Protection Program, as modified by subsequent conversations and correspondence with Womply’s counsel. Womply is cooperating with the Committee’s investigation, and we are working diligently to respond to or address the Committee’s requests in a timely manner.

As previewed during our conversation with the Committee on April 13, 2022, enclosed are written responses to Information Requests Nos. 4, 8, and 9, as well as follow-up requests related to Information Requests Nos. 1, 2, 5, 7, and 8.

Also, as previewed, we are producing documents bearing Bates Nos. House_Select_000006048 – House_Select_000012774. Bates numbers House_Select_000006048 – House_Select_000009278 are communications with the SBA responsive to Document Request No. 3 and certain follow-up requests. Bates numbers House_Select_000009279, House_Select_000009423 – House_Select_000009425, and House_Select_000010020 – House_Select_000010080 are documents concerning Womply’s Know Your Customer process and/or anti-fraud measures responsive to Document Request Nos. 2 and 4 and certain follow-up requests. Bates numbers House_Select_000010017 – House_Select_000010019, House_Select_000009286 – House_Select_000009422, House_Select_000009426 – House_Select_0000040, and House_Select_000009474 – House_Select_000009482 are documents

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concerning Womply's processes for routing loan applications responsive to Document Request No. 1. Bates numbers House_Select_000009283 – House_Select_000009285, House_Select_000010081 – House_Select_00001616, and House_Select_00011617 – House_Select_000011629 are screenshots of the "Frequently Asked Questions about the Paycheck Protection Program (PPP)" section of the Womply website and other information available to loan applicants responsive to Document Request No. 1. Finally, Bates numbers House_Select_000009280 – House_Select_000009282, House_Select_000009441 – House_Select_000009473, House_Select_000009483 – House_Select_000010026, and House_Select_000011630 – House_Select_000012774 are documents reflecting Womply's marking efforts responsive to Information Request 9 and certain follow-up requests.

By producing these responses, documents, and letter, Womply does not intend to waive, and expressly reserves, its rights and privileges under all applicable laws and regulations. Furthermore, by producing these responses, documents, and letter, Womply does not waive attorney-client privilege or work-product protection for any documents or communications produced, or any related documents or communications. To the extent any documents produced contain information subject to attorney-client privilege or work-product protection, such disclosure is inadvertent. Womply reserves the right to claw back any such inadvertently produced documents.

Womply is voluntarily submitting confidential business information and trade secrets to the Committee for purposes of its investigation and requests that the Committee not share this information publicly, as the disclosure of confidential business information and/or trade secrets could harm the Company. Womply therefore requests that the Committee accord this letter, the responses, and any associated produced documents with confidential treatment. In the event the Committee decides to release any of the information provided or produced by Womply to the public, Womply requests reasonable advance notice and an opportunity to object to any such release.

I am available at (212) 728-8166 if you have any questions.

Sincerely

/s/ Zeh S. Ekono
Zeh S. Ekono

(Enclosure)

cc: Molly Claflin
Brandon White
Laura O'Neill
Alexander L. Cheney
Randal Jackson
Erik Jones

Confidential Treatment Requested

CONFIDENTIAL TREATMENT REQUESTED

OTO ANALYTICS, INC. D/B/A WOMPLY

Response to Certain Requests for Information in the
House Select Subcommittee on the Coronavirus Crisis'
Document and Information Request Letter dated November 22, 2021 and
Follow-Up Requests dated January 31, 2022 and April 8, 2022.

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CONFIDENTIAL TREATMENT REQUESTED

INTRODUCTION

Set forth below is the response (the “Response”) of Oto Analytics, Inc. d/b/a Womply (“Womply”) to certain information requests (the “Requests”) reflected in a letter from Chairman James Clyburn of the House Select Committee on the Coronavirus Crisis (the “Committee”), dated November 22, 2021, and emails from Brandon White, counsel to the Committee, from January 31, 2022 and April 8, 2022, in connection with an ongoing investigation by the Committee. More specifically, these Responses are provided to Information Requests Nos. 4, 8, and 9, as well as follow-up requests related to Information Requests Nos. 1, 2, 5, 7, and 8. These Responses supplement any documents and/or responses previously provided or produced to the Committee by Womply.

Womply provides its Response based upon information currently available to Womply in its books and records and from those employees who Womply believes to have knowledge relevant to the requests. Womply has used reasonable efforts to provide all information to the extent such information was available and could be timely gathered. To the extent Womply has been unable to provide information responsive to a Request, or to the extent that the Committee asserts that any response to any Request is incomplete, Womply responds that it has undertaken reasonable efforts to discover and compile such information and otherwise respond to these Requests by the response deadline. Womply reserves the right to supplement its Response.

By its Response, Womply does not intend to waive, and expressly reserves, its rights under all applicable laws and regulations. This Response contains information that Womply considers to be confidential and proprietary business information. Therefore, Womply requests that the Committee accord this Response and any associated produced documents with confidential treatment. In the event the Committee decides to release any of the information publicly, Womply requests reasonable advance notice and an opportunity to object to any release. Womply is voluntarily submitting confidential business information and trade secrets to the Committee for purposes of its investigation, but requests that the Committee not share this information publicly, as the disclosure of confidential business information and/or trade secrets could harm the company.

CONFIDENTIAL TREATMENT REQUESTED

SPECIFIC RESPONSES

FOLLOW UP TO INFORMATION REQUEST NO. 1:

To follow up on Information Request No. 1, could you please provide a breakdown of fees associated with each category that includes the amount received from each lender? Please also explain the distinction between the services provided by Womply that resulted in the API Revenue and the services that resulted in the PPP Technology Platform revenue, to the extent that distinction is not clearly described in the documents responsive to Information Request No. 8.

RESPONSE TO FOLLOW UP TO INFORMATION REQUEST NO. 1:

Revenue. Womply's revenue from PPP-Related Services (defined below) for fiscal year 2020 and fiscal year 2021 was as follows:

	FY 2020	FY 2021
PPP Referral Fee Revenue	\$2,934,898.72	\$190,530,753.00
PPP Technology Service Revenue	-	\$1,901,743,577.89
Total Net Revenue	\$2,934,898.72	\$2,092,274,330.89

"PPP Technology Service Revenue"—which is applicable to only the Fast Lane Program (defined below)—consists of (i) technology fees (*i.e.*, fees paid by Fast Lane Partners¹ for the development, maintenance, and access to the Teslar Portal (defined below)) and (ii) API fees (*i.e.*, fees paid by Fast Lane Partners for the integration of certain third-party applications into the Teslar Portal) less early payment discounts and revenue in dispute. Womply did not maintain separate accounts for these fees or separately track payments of these fees in the ordinary course of business. Rather all technology fees and/or API fees paid by Fast Lane Partners were tracked in Womply's ledger via a single account, known as "API Revenue – Technology Fees." Womply did not have an account called "PPP API Revenue."

¹ The terms "Lender," "Platform," "Non-Fast Lane Partner," and "Fast Lane Partner" are defined in response to Information Request No. 8.

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Fees. Below is a summary of the amount of referral fees and/or technology service fees that Womply has collected from Lenders and Platforms to date in connection with its PPP-Related Services. This summary does not reflect amounts owed but not yet paid by certain Lenders and Platforms.

Lender/Platform	Referral Fees	Technology Service Fees
Harvest Small Business Finance, LLC (“Harvest”)	\$95,031,459.27	\$933,029,963.53
Benworth Capital Partners, LLC (“Benworth”)	\$35,871,289.05	\$429,119,947.60
Fountainhead SBF LLC (“Fountainhead”)	\$34,762,363.26	\$419,418,326.96
DreamSpring	\$1,376,371.64	\$23,801,019.61
Sunshine State Economic Development Corporation	\$397,741.22	\$9,900,166.46
BillFloat, Inc. d/b/a SmartBiz Loans (“SmartBiz Loans”)	\$22, 286,718.32	-
FundingCircle	\$1,287,523.37	-
Cross River Bank (“Cross River”)	\$1,583,902.99	-
Lendio, Inc. (“Lendio”)	\$335,937.22	-
TMC Financing (“TMC”)	\$3,732.37	\$29,267.63
FundBox, Inc. (“Fundbox”)	\$132,851.23	-
Celtic Bank Corporation (“Celtic Bank”)	\$178,494.89	-
On Deck Capital, Inc. (“On Deck”)	\$5,834.00	-
Kabbage, Inc. (“Kabbage”)	\$3,669.26	-
BA Fin Orion, LLC d/b/a/ Blueacorn (“Blueacorn”)	-	-

PPP-Related Services. Womply is a technology company. It did not serve as a lender to small businesses seeking Paycheck Protection Program loans (the program, “PPP”; the loans, “PPP loans”; the actual or potential applicants, “Loan Applicants”; and the information to be to be evaluated by Lenders or submitted to the U.S. Small Business Administration (the “SBA”), whether or not on Form 2483, “Loan Applications”). Womply did not perform (and did not have any legal or contractual obligation to perform) any of the following tasks: (i) underwriting or approving Loan Applications; (ii) submitting Loan Applications to the SBA; (iii) funding PPP Loans approved by the SBA; (iv) disbursing PPP loan proceeds to borrowers; or (v) servicing PPP loans. Each of these functions remained the responsibility of the Lenders pursuant to applicable law and the Lenders’ agreements with Womply.

Womply provided the following services in connection with PPP (hereinafter “PPP-Related Services”):

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- **Non-Fast Lane Program:** Starting in April 2020, Womply's Non-Fast Lane Program matched Loan Applicants with potential Lenders. Loan Applicants entered basic contact and business information ("Basic Applicant Information") into a borrower-facing website and then, based on certain algorithms, the website forwarded the Loan Applicants to the website of a particular Non-Fast Lane Partner. Loan Applicants did not pay Womply for these referral services.

In connection with its referral services for Loan Applicants, Womply offered referral services to Non-Fast Lane Partners with an existing contractual relationship. Womply referred Loan Applicants to Non-Fast Lane Partners based on the Non-Fast Lane Partners' instructions regarding the types of loans they would be willing and able to accept. Non-Fast Lane Partners agreed to compensate Womply for these referral services at contractually agreed-upon rates in accordance with the relevant agreement(s).

- **Fast-Lane Program:** Starting in February 2021, Womply offered a borrower-facing website called Fast Lane (the "Fast Lane Dashboard"). The Fast Lane Dashboard allowed a Loan Applicant to enter all information and upload all documents required to populate the application for a PPP loan ("Applicant Entries"). After a Loan Applicant submitted its Applicant Entries and Womply completed certain processes described below, Womply referred the Loan Applicant to a particular Fast Lane Partner using a routing process that considered many different factors. A Loan Applicant continued to have access to the Fast Lane Dashboard after submitting its Applicant Entries, which allowed the Loan Applicant to, among other things, monitor the status of its Loan Application and securely provide additional information to the Lender. Loan Applicants did not pay Womply for these referral services and technology services.

Womply also offered both referral services and technology services to Fast Lane Partners with an existing contractual relationship. Womply referred Loan Applicants to Fast Lane Partners. Among other technology services, Womply also provided Fast Lane Partners with access to a Lender-facing portal that Womply developed in conjunction with Teslar Software and other third parties (the "Teslar Portal"). The Teslar Portal allowed Fast Lane Partners to review, approve, service, and otherwise manage Loan Applications and PPP loans. For example, through the Teslar Portal, a Fast Lane Partner could, among other things, (i) access Applicant Entries to determine whether a Loan Applicant qualified for a PPP loan, (ii) process the Loan Applicant's Loan Application and submit it to the SBA for approval, (iii) manage and track the Loan Application while being processed by the Lender and/or the SBA, and (iv) manage and track funding activities for the PPP loan.

Womply also provided Fast Lane Partners with integrated technology services offered by various third-party solutions. These services allowed Fast Lane Partners to access helpful features such as fraudulent document detection (Inscribe), data collection analysis (Ocrolus), tax document classification (Mindee), best-in-class Know Your Customer ("KYC") verification (Persona), bank account verification (Plaid), and the creation and transmission of electronic promissory notes (DocuSign), and phone number verification (Twilio). Lenders were responsible for underwriting and determining whether Loan Applicants qualified for PPP loans. Fast Lane Partners agreed to compensate Womply for these referral services and technology services at contractually agreed-upon rates in accordance with the relevant agreement(s).

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FOLLOW UP TO INFORMATION REQUEST NO. 2:

Information Request No. 2 asked for a weekly breakdown of applications and loans. Please provide the number of applicants referred, broken down by week, from April 1, 2020 to May 27, 2021. As Information Request No. 2 asked for the number of loans “facilitated” by Womply, please confirm the number of applications and loans that that were reviewed, managed, approved, submitted, or tracked through the Technology Platform, to the extent that process differed in any way from the referral process.

RESPONSE TO FOLLOW UP TO INFORMATION REQUEST NO. 2:

As described in response to the Follow Up to Information Request No. 1, Womply did not approve any Loan Applications or issue any PPP loans; Womply provided the PPP-Related Services. Subject to the foregoing, below is the total number of submissions of Applicant Entries that Womply referred to Lenders or Platforms in connection with its PPP-Related Services on a weekly basis.

Week	Submitted To Lender	Week	Submitted To Lender
March 30, 2020	6,025	December 7, 2020	17
April 6, 2020	24,830	December 14, 2020	24
April 13, 2020	8,390	December 21, 2020	1,366
April 20, 2020	10,830	December 28/2020	9,662
April 27, 2020	23,970	January 4, 2021	9,307
May 4, 2020	11,772	January 11, 2021	25,034
May 11, 2020	6,912	January 18, 2021	56,060
May 18, 2020	5,227	January 25, 2021	44,836
May 25, 2020	3,176	February 1, 2021	32,950
June 1, 2020	3,643	February 8, 2021	23,344
June 8, 2020	2,628	February 15, 2021	14,539
June 15, 2020	2,889	February 22, 2021	34,360
June 22, 2020	1,121	March 1, 2021	107,486
June 29, 2020	57	March 8, 2021	159,213
July 6, 2020	384	March 15, 2021	145,978
July 13, 2020	2,264	March 22, 2021	214,779
July 20, 2020	2,346	March 29, 2021	261,819
July 27, 2020	2,495	April 5, 2021	274,396
August 3, 2020	1,405	April 12, 2021	332,876
August 10, 2020	1	April 19, 2021	375,528
August 17, 2020	3	April 26, 2021	292,039
August 24, 2020	1	May 3, 2021	68,425
September 7, 2020	1	May 10, 2021	41,477

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Week	Submitted To Lender	Week	Submitted To Lender
September 21, 2020	1	May 17, 2021	43,719
September 28, 2020	2	May 24, 2021	21,655
October 5, 2020	1	May 31, 2021	1,838
November 2, 2020	1	June 7, 2021	54
November 16, 2020	1	June 14, 2021	3
November 30, 2020	34	July 19, 2021	39

With respect to Loan Applications in connection with Womply's PPP-Related Services, a summary of totals at the following stages is set forth below.

Application Stage	Total Numbers
Applicant Entries or Basic Applicant Information Started by Loan Applicants	4,951,712
Applicant Entries or Basic Applicant Information Submitted by Loan Applicants to Womply	3,748,401
Applicant Entries or Basic Applicant Information Referred by Womply to Lenders or Platforms	2,584,420
Loan Applications Submitted by Lenders to the SBA	1,937,648
PPP Loans Funded by Lenders	1,310,034

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INFORMATION REQUEST NO. 4:

How many Womply employees have been dedicated full time and exclusively to AML, BSA, or fraud compliance, including those employed full time to prevent, detect, or investigate potential fraud, broken down by week, from January 1, 2019 to May 27, 2021? When providing this information, please specify the title and job responsibilities for each employee included in the total.

RESPONSE TO INFORMATION REQUEST NO. 4:

Below is a list of Womply employees² who had responsibilities related to the KYC process and anti-fraud measures implemented by Womply for the Fast Lane Program and provided as technology services to Fast Lane Partners. All of these employees had multiple responsibilities, including with respect to PPP, such that none worked solely on Womply's KYC process and anti-fraud measures. In addition to the employees listed below, Womply engaged contractors from Guideline Group Inc. to assist with its efforts, and those contractors were dedicated exclusively to working on Womply's KYC process and anti-fraud measures.

Name	Position	Department	Start Date	End Date
Toby Scammell	CEO	Executive	1/2011	Current
	VP of Financial Products	Engineering	6/22/2020	12/31/2021
	Director of Engineering	Engineering	12/18/2018	3/31/2022
	Customer Success Manager II	Customer Success	6/2019	7/2021
	Director of Product	Product	4/9/2020	Current
	Sales Development Rep	Sales	7/2020	4/15/2021
	Manger, Analytics	Business Intelligence	6/4/2018	12/31/2021
	Product Operations Manager	Customer Success	8/13/2018	12/31/2021
	Sales Development Representative	Sales	8/2020	4/15/2021
	KYC/Risk Analyst	Customer Success	3/11/2019	12/31/2021

² All employees identified herein were employees of Oto Analytics, Inc. during some or all of the time period of March 2020 through December 2021. Many individuals who were employed by Oto Analytics, Inc. on December 30, 2021, became employees of Oto Analytics, LLC, a new entity created after a number of merger transactions, and either continue to be employed by Oto Analytics, LLC as of the date of this Response (and in such cases are noted as "Current") or have been terminated.

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Name	Position	Department	Start Date	End Date
	Senior Software Engineer	Engineering	9/1/2020	12/31/2021
	Marketing Automation Specialist	Customer Success	3/16/2020	12/31/2021
	Quality & Compliance Specialist III	Customer Success	5/2018	12/31/2021
	Customer Success Manager III	Customer Success	10/2018	10/18/2021
	Sr. Director of Customer Success	Customer Success	10/2018	12/31/2021
	Sales Development Operations Manager	Customer Success	3/2020	12/31/2021
	Manager of Customer Success	Customer Success	10/2021	12/31/2021
	Senior Manager of Customer Success	Customer Success	7/2/2018	12/31/2021
	Customer Success Rep II	Customer Success	10/5/2020	12/31/2021
	Sales Manager	Sales	2/2017	3/19/2021
	Senior Data Scientist	Business Intelligence	9/3/2019	12/31/2021
	Customer Success Rep II	Customer Success	3/16/2020	12/31/2021
	VP of Sales	Sales	7/2020	3/2021
	VP of Engineering	Engineering	4/22/2019	12/31/2021
	Sales Manager	Sales	4/2018	4/15/2021
	KYC/Risk Analyst	Customer Success	3/16/2020	12/31/2021
	Customer Success Manager III	Customer Success	2/6/2017	12/31/2021
	Director of Analytics and Data Science	Business Intelligence	3/5/2018	12/31/2021
	Customer Success Team Lead	Customer Success	7/30/2018	12/31/2021
	Senior Director of Product	Product	11/4/2019	12/31/2021
	Senior Business Intelligence Developer	Business Intelligence	4/6/2021	3/4/2022
	Director of Product	Product	6/8/2020	12/31/2021

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Name	Position	Department	Start Date	End Date
	Senior Program Manager	Engineering	12/17/2018	12/31/2021

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FOLLOW UP TO INFORMATION REQUEST NOS. 5 AND 7:

To complete your response to Information Request Nos. 5 and 7, please provide additional details regarding the fraud checks, how they operated, what steps were entailed, and what indicia they were designed to detect, for all checks that were performed by Womply or facilitated through Womply's Technology Platform of aggregated third-party services. Please also respond to the portion of our request regarding "what indicators trigger these automated systems to escalate an application for human review and what percentage of those escalations resulted in rejected applications." Given that Womply did not "approve or reject" loan applications directly, please provide the requested breakdown of "average time taken" to determine whether or not to refer an applicant to a lender.

RESPONSE TO FOLLOW UP TO INFORMATION REQUEST NOS. 5 AND 7:

As discussed during our conversation with the Committee on April 13, 2022, Womply continues to conduct a reasonable investigation into the issues referenced in the Follow Up to Information Request Nos. 5 and 7, including the mechanics and other details regarding Womply's KYC process and anti-fraud measures. However, in the interest of full cooperation and timely compliance, Womply provides a preliminary response providing an overview of its efforts based on our current understanding.

Anti-Fraud Measures. Womply strongly encouraged Loan Applicants to report potential fraud. Initially, Womply collected reports of potential fraud by advising Loan Applicants to e-mail Womply at reportfraud@womply.com and/or fill out a fraud form on the "Contact Us" section of Womply's website. Womply intended to provide these reports to the SBA and retained an expert to review and submit them. However, the SBA discouraged Womply from collecting these reports, and thereafter Womply directed any person with knowledge of or complaints about potential fraud to notify the SBA.

In addition, Womply implemented various proactive measures to combat fraud in connection with PPP loans, including (but not limited to) the following:

- Womply engaged the services of Flashpoint, an online threat intelligence vendor, to provide Womply with alert emails and weekly reports on online information about how to defraud Womply and the PPP program.
- For Loan Applicants, Womply limited the number of submissions of Applicant Entries and social security numbers that could be linked to a single bank account.
- Womply voluntarily added enhanced fraud checks including public database checks, government identification authentication, video selfies that matched identity to government identification, and sanctions and watchlist report checks.
- In many cases, Womply conducted a manual review of Loan Applications for Loan Applicants who had already passed identity verification and received PPP funds to determine if any Loan Applications contained fraudulent identity information. Womply in

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turn provided to the SBA lists of PPP loan recipients that Womply had determined were likely fraudulent.

- Womply also attempted to freeze and recover PPP funds disbursed to Loan Applicants. Specifically, Womply contacted several financial institutions and provided them with information regarding Loan Applicants suspected of fraud. As a result of Womply's coordination with certain financial institutions, Womply estimates that it facilitated the return of approximately \$6 million in fraudulently obtained loan proceeds.

When Womply became aware of potential fraud by Loan Applicants as part of the technology services that it provided to assist Fast Lane Partners, Womply undertook efforts to prevent such Loan Applicants from proceeding with the application process, including, when possible, terminating the associated Loan Application(s). Womply also analyzed Loan Applicants and/or Loan Applications to identify trends and patterns to block Loan Applicants and/or Loan Applications that were likely fraudulent.

KYC Process. Below is an overview that reflects our current understanding of the KYC process implemented by Womply for the Fast Lane Program.

- **Email Addresses Verification**

Loan Applicants were prompted to enter basic information about themselves, including name, address, email, and phone number.

Womply contracted with Kickbox, one of the leading providers of email verification and email deliverability services, to verify the validity of the email addresses provided by Loan Applicants. The Kickbox service prevented Loan Applicants that entered mistyped or invalid email addresses from creating an account in the Fast Lane Dashboard.

Womply also contracted with SendGrid, another third-party vendor, to send verification codes to Loan Applicants' email addresses to validate those email addresses. This service, like Kickbox, prevented spam and other fake email addresses from being linked to an account in the Fast Lane Dashboard.

- **Phone Number Verification**

Womply contracted with a Twilio, a leading provider of tools that assist companies in making, receiving, and verifying phone and other types of communications, to verify the phone numbers provided by Loan Applicants. Twilio's service also screened out Voice over Internet Protocol numbers because they are not able to receive text messages.

- **IP Address Filtering**

Womply initially blocked IP addresses from certain countries from accessing Womply's website. Womply later expanded its efforts to block anonymous and non-U.S. IP addresses, as well as anyone using proxies, VPNs, or Tor, from accessing Womply's website.

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- **Identity Verification**

Womply used various third-party tools and services and in-house solutions to verify the identity of Loan Applicants. These identity verification solutions were applied at different stages of the application process and evolved over time.

- ***Plaid Identity***

For a short time period, and with the consent of Loan Applicants, Womply used Plaid to verify the identities of Loan Applicants. Loan Applicants were asked to connect their bank accounts via Plaid during the process of entering their Applicant Entries, and, once completed, Plaid provided Womply with certain information regarding the connected bank account(s) (e.g., an accountholder's name, address, email address, and phone number). Womply then compared the data provided by Plaid to the Applicant Entries entered by the Loan Applicants.

- ***DocuSign ID Check***

From approximately February 2021 to early April 2021, Womply used DocuSign ID Check ("ID Check") (powered by LexisNexis Risk Solutions ("LexisNexis")) to verify the identities of Loan Applicants. Later on, this tool was implemented intermittently as an added anti-fraud measure. ID Check was a leading knowledge based answers solution that had been frequently relied upon by SBA lenders for identity verification in the past. ID Check required Loan Applicants to answer a series of knowledge based personal questions based on LexisNexis data sources before Loan Applicants could access a DocuSign envelope to sign Loan Applications and/or Promissory Notes.

- ***Persona***

Starting in early April 2021, Womply began using Persona, a leading identity-verification solution, as a more robust alternative to Plaid Identity and DocuSign ID Check. Loan Applicants, including those who had already been referred to Lenders, were required to complete the Persona verification process.

Persona completed an "inquiry" for each Loan Applicant that had submitted its Applicant Entries. Each inquiry had three components: database verification, selfie verification, and identification verification.

- 1) The database verification checked at least the name, date of birth, and Social Security number entered by the Loan Applicant against various databases, including sanctions lists compiled by the Office of Foreign Asset Control, other sanctions lists, and the American Association of Motor Vehicle Administrators database.
- 2) The selfie verification required the Loan Applicant to take a "video selfie." Persona recorded a video, from which it captured three snapshots of the Loan Applicant moving its face to the left and right and looking directly at the camera. Persona compared these selfies to the photo on the government identification provided by the Loan Applicant.
- 3) The identification verification required the Loan Applicant to upload the front and back images of the Loan Applicant's government identification. Persona compared the

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information on the Loan Applicant's government identification to certain information entered by the Loan Applicant. Persona also determined whether the image on the government identification had been tampered with and whether the address listed was valid.

Womply also implemented additional verification measures after Womply discovered that some Loan Applicants had been submitting selfie videos of dolls and mannequins that Persona's algorithms were not catching. Womply directed Persona to implement additional checks using the government identification uploaded by the Loan Applicants and to run retrospective checks on Loan Applicants that had previously passed the Persona inquiry. Womply also undertook efforts to confirm that the selfies submitted by Loan Applicants depicted humans.

- **Bank Accounts and/or Bank Statements Verification**

Womply used various third-party tools and services, and in-house solutions, to verify the bank accounts provided by Loan Applicants. For Loan Applicants that connected a bank account via Plaid, Womply used Plaid to extract a two-year transaction history that was used to confirm that the Loan Applicant was in business in February 2020. Any Loan Applicant that could not or did not want to connect to their bank account via Plaid could manually upload a bank statement, a voided check (or, later, a direct deposit form), and a government identification and enter their account and routing numbers.

- **Authenticity and Accuracy Verification of Documents Submitted by Users**

Loan Applicants were required to upload certain tax documents (*e.g.*, a 1040 including the Schedule C and/or Schedule F) as part of the application process. Womply used multiple vendors to classify those documents and analyze them for fraud (*e.g.*, Mindee, Ocrolus, and Inscribe). Womply also performed several automated checks of the tax documents (*e.g.*, comparing the name and social security number reflected in the tax documents to the same information entered by the Loan Applicant, comparing the loan amount calculated from the data extracted from the tax documents to the amount entered by the Loan Applicant, etc.).

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INFORMATION REQUEST NO. 8:

Please provide a detailed description of Womply's relationship with any non-bank or bank partners involved in PPP loans, including the name of each entity and any revenue sharing or liability sharing agreements.

SUPPLEMENTAL RESPONSE TO INFORMATION REQUEST NO. 8:

Womply provided the PPP-Related Services to certain entities that loaned money to Loan Applicants ("Lenders") and certain third-party platforms that referred Loan Applicants to Lenders ("Platforms"), all of which are identified below. Also reflected below are the dates during which Womply has worked with the Lenders and Platforms in connection with its PPP-Related Services. Womply has produced all of its agreements with the Lenders and Platforms. (House_Select_00002577-3890.)

Lender/Platform	Type	Non-Fast Lane Partners	Fast Lane Partners	Start Date	End Date
Blueacorn ³	Platform	No	Yes	5/10/2021	9/17/2021
Benworth	Lender	No	Yes	2/25/2021	8/6/2021
SmartBiz Loans	Platform	Yes	No	1/23/2021	N/A
Celtic Bank	Lender	Yes	No	4/21/2020	N/A
Cross River	Lender	Yes	No	4/3/2020	N/A
DreamSpring	Lender	No	Yes	2/24/2021	N/A
FC Marketplace	Lender	Yes	No	2/24/2021	N/A
Fountainhead	Lender	Yes	Yes	1/13/2021	6/8/2021
Fundbox	Lender	Yes	No	5/22/2020	4/8/2021
Harvest	Lender	Yes	Yes	4/6/2020	N/A
Kabbage	Lender	Yes	No	4/13/2020	N/A
Lendio	Platform	Yes	No	1/12/2021	N/A
On Deck	Lender	Yes	No	4/20/2020	N/A

³ Blueacorn is the Lender Service Provider to Capital Plus Financial, LLC. Womply provided technology services to both Blueacorn and Capital Plus pursuant to Womply's agreement with Blueacorn.

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Lender/Platform	Type	Non-Fast Lane Partners	Fast Lane Partners	Start Date	End Date
Sunshine State Economic Development Corporation	Lender	No	Yes	4/5/2021	7/14/2021
TMC	Lender	No	Yes	4/15/2021	N/A

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FOLLOW UP TO INFORMATION REQUEST NO. 8:

Please provide all contracts and agreements related to the relationships listed in your response to Information Request No. 8, in addition to all aggregated third-party services (including the examples referenced throughout your letter and any others) and any other companies or persons that contracted or worked with Womply in connection with PPP loans. The detailed description of each relationship with those entities should include, among other relevant details, the services provided by or to Womply in connection with each partnership, the fee or billing structure associated with the services, the duration of the services, and any compensation that Womply received or is owed by these entities. To the extent that any of Womply's owners, executives, or family members of owners/executives control, have ownership in, or are employed by any entity that has contracted or provided services to Womply in connection with PPP loans, please identify those persons and entities and provide details of those relationships.

RESPONSE TO FOLLOW UP TO INFORMATION REQUEST NO. 8:

Womply engaged the below third-party vendors to provide certain services in connection with its PPP-Related Services (collectively, the "PPP Vendors").⁴ We are diligently working to collect information regarding the amounts paid by Womply to the PPP Vendors and anticipate providing that information soon. Also we continue to conduct a reasonable investigation into (i) whether any PPP Vendor provided services to Womply unrelated to PPP and, if so, whether information that disaggregates the amounts for services related to PPP is readily available and (ii) whether "Womply's owners, executives, or family members of owners/executives control, have ownership in, or are employed by" any PPP Vendor.

Also, as discussed during our conversation with the Committee on April 13, 2022, we anticipate that Womply's agreements with many PPP Vendors contain confidentiality provisions that will prevent the disclosure of certain agreements and/or certain terms referenced in the Follow Up to Information Request No. 8. We intend to work through these issues in the coming weeks and are also willing to find alternatives for providing helpful information to the Committee. Also we appreciate the Committee's offer to identify which vendors should be treated as priorities.

⁴ The below list reflects our current understanding of the PPP Vendors but does not include individuals who were directly engaged as independent contractors (*i.e.*, not engaged through an agency). We continue to investigate this issue and will amend this list as needed.

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Vendor	Description of Service(s) Provided to Womply in Connection with its PPP-Related Services
	Teslar Software License
	Growth Marketing Consultant
	Cloud Software Services
	Analytics, Reports, & Data Management, Including Training
	Staffing Agency
	Access to Database of Creators on Instagram, Blogs, Including Messaging, etc.
	Equifax to Provide Extract of US Business Records Meeting Specific Criteria
	SBA Consultant
	Allows Payments to Third Parties and Receipt of Payments from Third Parties
	Software Engineer Consulting Services
	Video Production Services
	Marketing Consultant
	Invoice for Cx-Codebashing
	Influencer Database and Campaigns (Social Media)
	Chat Message Services
	Internal Analytics and Marketing
	Data as a Service – Target Audience CPAs
	Infrastructure and Log Management
	Cloud Software Service Used for Managing and Paying Contractors
	Electronic Document Signature Platform
	Platform Access License

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Vendor	Description of Service(s) Provided to Womply in Connection with its PPP-Related Services
	SMS Services
	Bank Account Verifications / Transaction Fees, etc.
	Product Design and Wireframe Tool
	Subscription Service to Flashpoint Intelligence Platform
	Consultancy Relating to Anti-Fraud Compliance Efforts
	Analytics for Customer Digital Experience
	Data Accuracy Tool
	Cloud Software Services
	KYC analysts staff augmentation
	API and Web Applications for Identifying Fraudulent Documents
	Government Affairs Representation
	Email Verification Services
	Marketing Automation and Analytics
	API Builder
	Digital Advertising
	Radio Media Buys
	Convert PPP Application Information
	Advertising Services
	Product Analytics Support
	Identification Verification of PPP Applicants
	Bank Verification

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Vendor	Description of Service(s) Provided to Womply in Connection with its PPP-Related Services
	Security Consultant
	Tango Card Integration
	Python Architect / React Architect
	Marketing Consulting Services
	Customer Relationship Management
	Used to Send Application Events Flow to BI Dashboard
	Email Marketing Services
	Content Marketing Services to Generate Links and Improve Search Traffic for Website
	SMS Services
	Team Communications
	Social Media Consulting
	Data Lake and Data Processing
	System Logging
	Contractor Services
	Data Management Platform
	SMS Marketing
	Online Form and Survey Builder
	HR Consultant
	Insight Core License
	DocuSign API Integration Services
	Contractor Services

⁵ We are assessing the confidentiality issues associated with disclosing the identity of this particular vendor.

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Vendor	Description of Service(s) Provided to Womply in Connection with its PPP-Related Services
	IP Security
	Radio Media Buys
	Customer Service Product Operations Support
	Automation Platform

CONFIDENTIAL TREATMENT REQUESTED

INFORMATION REQUEST NO. 9:

Please provide a detailed description of how Womply recruited PPP loan applicants, including marketing strategies and advertising plans.

RESPONSE TO INFORMATION REQUEST NO. 9:

Below is a summary of Womply's efforts to market, advertise, or otherwise promote certain of its PPP-Related Services. Womply is concurrently producing with its Response documents reflecting Womply's marketing efforts. (House_Select_000009280-82; House_Select_000009441-73; House_Select_000009483-10026; House_Select_000011630-2774.)

- The Womply Website (www.womply.com)
- Womply's social media pages

Platform	Handle	URL
Facebook	@womply	https://www.facebook.com/womply
Instagram	@therealwomply	https://www.instagram.com/therealwomply/
Twitter	@womply	https://twitter.com/womply
TikTok	@therealwomply	https://tiktok.com/@therealwomply
Google My Business	N/A	https://www.google.com/maps/place/Womply/@45.1575501,-128.1448585,3z/data=!3m1!4b1!4m5!3m4!1s0x808f7fd7ec451553:0xb04c557ae97e2338!8m2!3d45.1575501!4d-128.1448585
Trust Pilot	N/A	https://www.trustpilot.com/review/womply.com

- Live events on YouTube on January 19, 2021
- Facebook and Instagram advertisements
- Google advertisements including search results and banners
- Influencer Campaign
- Billboards, Digital Bulletins, and Liveboards

- TV, streaming, radio, and podcast advertising including broadcasts by American Public Media (e.g., BBC News, The Daily), Sirius XM, Hulu, Amazon Video, Pluto TV, Sling,

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Philo, Redbox, HGTV, CBS News, YouTube TV and Video Pre-roll, Spotify, Audacy, Spreaker, Bloomberg Radio, Hot 97, Zeno, Stitcher, NPR, and the VOX podcast

- Website and app banners and advertisements, including through Bing, Discovery (Google's tool that places ads in Gmail, YouTube, and the Google ad network), LinkedIn, Reddit, Pinterest, Twitch, Yelp, MSN, Forbes, Zillow, CNN, CNet, Amazon Display, Waze, NPR, and NY Times
- E-mail Outreach
- Affiliate Program (a program that offered participants the opportunity to earn a commission for referring friends, family, and others to the Fast Lane Program subject to certain terms and conditions)
- Referral Program (a program that offered the opportunity for companies and individuals capable of generating a large volume of referrals to earn a commission for referrals to the Non-Fast Lane Program or the Fast Lane Program subject to certain terms and conditions)

May 20, 2022

VIA EMAIL

CONFIDENTIAL TREATMENT REQUESTED

Hon. James E. Clyburn
Chairman
United States House of Representatives
Select Subcommittee on the Coronavirus Crisis
2157 Rayburn House Office Building
Washington, D.C. 20515-6143

Re: Oto Analytics, Inc. d/b/a Womply Select Subcommittee on the Coronavirus Crisis Investigation

Dear Mr. Chairman:

On behalf of Oto Analytics, Inc., d/b/a Womply (“Womply” or the “Company”), we write in response to the letter from the United States House of Representatives Subcommittee on the Coronavirus Crisis (the “Committee”), dated November 22, 2021, requesting certain documents and information regarding the Paycheck Protection Program (“PPP”), as modified by subsequent conversations and correspondence with Womply’s counsel.

Please find enclosed written responses to Information Requests 8, 10, 12, and 13. By producing these responses, Womply does not intend to waive, and expressly reserves, its rights and privileges under all applicable laws and regulations. Womply is voluntarily submitting confidential business information and trade secrets to the Committee for purposes of its investigation and requests that the Committee not share this information publicly, as the disclosure of confidential business information and/or trade secrets could harm the Company. Womply therefore requests that the Committee accord this letter and the responses with confidential treatment. In the event the Committee decides to release any of the information provided by Womply to the public, Womply requests reasonable advance notice and an opportunity to object to any such release.

Womply intends to cooperate with the Committee’s investigation and will continue to diligently respond to or address the Committee’s requests. I am available at (212) 728-8166 if you have any questions.

Hon. James E. Clyburn
May 20, 2022
Page 2

Sincerely

/s/ Zeh S. Ekono
Zeh S. Ekono

(Enclosure)

cc: Molly Claflin
Brandon White
Laura O'Neill
Derek Collins
Alexander L. Cheney
Randall Jackson
Erik Jones

CONFIDENTIAL TREATMENT REQUESTED

OTO ANALYTICS, INC. D/B/A WOMPLY

Response to Certain Requests for Information in the
House Select Subcommittee on the Coronavirus Crisis'
Document and Information Request Letter dated November 22, 2021

May 20, 2022

INTRODUCTION¹

Set forth below is the response (the “Response”) of Oto Analytics, Inc. d/b/a Womply (“Womply”) to certain information requests (the “Requests”) reflected in a letter from Chairman James Clyburn of the House Select Committee on the Coronavirus Crisis (the “Committee”), dated November 22, 2021, and emails from Brandon White, counsel to the Committee, from January 31, 2022 and April 8, 2022, in connection with an ongoing investigation by the Committee. More specifically, these Responses are provided to Information Request Nos. 8, 10, 12 and 13. These Responses supplement any documents and/or responses previously provided or produced to the Committee by Womply.

Womply provides its Response based upon information currently available to Womply in its books and records and from those employees who Womply believes to have knowledge relevant to the requests. Womply has used reasonable efforts to provide all information to the extent such information was available and could be timely gathered. To the extent Womply has been unable to provide information responsive to a Request, or to the extent that the Committee asserts that any response to any Request is incomplete, Womply responds that it has undertaken reasonable efforts to discover and compile such information and otherwise respond to these Requests by the response deadline. Womply reserves the right to supplement its Response.

By its Response, Womply does not intend to waive, and expressly reserves, its rights under all applicable laws and regulations. This Response contains information that Womply considers to be confidential and proprietary business information. Therefore, Womply requests that the Committee accord this Response and any associated produced documents with confidential treatment. In the event the Committee decides to release any of the information publicly, Womply requests reasonable advance notice and an opportunity to object to any release. Womply is voluntarily submitting confidential business information and trade secrets to the Committee for purposes of its investigation, but requests that the Committee not share this information publicly, as the disclosure of confidential business information and/or trade secrets could harm the company.

¹ Capitalized terms in this Response that are not defined herein retain the definition provided in Womply’s April 14, 2022 and April 29, 2022 Responses.

SPECIFIC RESPONSES

INFORMATION REQUEST NO. 8:

Please provide a detailed description of Womply's relationship with any non-bank or bank partners involved in PPP loans, including the name of each entity and any revenue sharing or liability sharing agreement.

SUPPLEMENTAL RESPONSE TO INFORMATION REQUEST NO. 8:

As explained in Womply's prior Responses to Information Request No. 11, dated April 14, 2022, and April 29, 2022, Womply used a number of third-party vendors in connection with its efforts to market, advertise, or otherwise promote its Fast Lane Program. Below is a summary of the total amounts that Womply paid those vendors in fiscal year 2021. This information supplements the Responses provided on January 14, 2022, April 14, 2022, and April 29, 2022.

Vendor ²	Q1 2021	Q2 2021	Q3 2021	Q4 2021

² This table reflects the vendors that we have currently identified as providing marketing, advertising, or other promotion services in connection with Womply's PPP-Related Services. We continue to investigate (a) whether other vendors identified in Womply's prior Response to Information Request No. 8 provided marketing or advertising services, and (b) whether the vendors identified in the above table provided services unrelated to Womply's PPP-Related Services. Based on currently available information, Womply does not have the readily available information that would allow it to disclose amounts paid solely for services related to Womply's PPP-Related Services.

Vendor ²	Q1 2021	Q2 2021	Q3 2021	Q4 2021

INFORMATION REQUEST NOS. 10 AND 13:

Please provide a detailed description of any incentives or rewards that Womply offered or provided to employees or contractors processing PPP loan applications, including non-monetary rewards.

Did any directors, executives, employees, consultants, or contractors of Womply receive a bonus, reward, or increase in compensation that was related to in whole or in part to responsibilities for, or profits arising from PPP lending? If so, please provide details including the title and responsibilities of each recipient; the criteria used to determine each recipients compensation or reward; the amount of each recipient's compensation or reward; and all documents and communications related to the decision to issue such bonuses, rewards, or increases in compensation.

SUPPLEMENTAL RESPONSE TO INFORMATION REQUEST NOS. 10 AND 13:

As explained during Womply's presentation on May 4, 2022, starting in late 2020, Womply began focusing its business on using technology to address certain logistical challenges and barriers that prevented small businesses from obtaining PPP loans. Designing, launching, and operating its Fast Lane Program was a herculean effort that required unprecedented levels of dedication and hard work by almost all of Womply's approximately 90-employee team (including, for many, long stretches of 12+ hour days). Womply undertook the following efforts to recognize the contributions of its employees in connection with Womply's PPP-Related Services:

- **PPP Bonus.** As explained in Womply's prior Responses to Information Request No. 10, dated January 14, 2022, and April 29, 2022, Womply awarded all employees that were active as of June 30, 2021, and certain former employees who were integral to Womply's PPP-Related Services, a bonus of \$20,833, pro-rated based on the portion of the time that the employee was employed by Womply from February 1, 2021 through May 31, 2021. Womply paid this bonus, which totaled \$1,590,599.59, to 83 current or former employees on June 30, 2021.
- **Summer PTO.** On May 28, 2021, Womply awarded all current employees with ten additional days of personal time off ("PTO") to be used during July 2021 and/or August 2021. For hourly employees only, the PTO was paid at their hourly rate.
- **PPP Spot Bonus.** At different points in time between March 2021 and May 2021, Womply awarded bonuses to certain employees in the Engineering or Business Intelligence Departments who were integral to Womply's PPP-Related Services. The amount of the

bonus varied by employee, though the average bonus was approximately \$8,000. Also certain employees received more than one bonus during the aforementioned time period. In total, Womply paid this bonus, which totaled \$354,651.26, to 29 current employees.

- **Retention Bonus.** In March 2021, Womply awarded a retention bonus of \$3,000 to one current employee in a role integral to Womply's PPP-Related Services.

Womply also awarded other incentives to certain current employees based on their employment during the time period of April 1, 2020 through December 31, 2021. Womply typically awarded these incentives at its discretion in the normal course of business (including prior to Womply's role in the PPP). As explained in detail below, none of these incentives were awarded solely because of Womply's PPP-Related Services, and most preceded or were not related to Womply's Fast Lane Program.

- **2020 Annual Target Bonus.** In early 2021, in connection with the 2020 annual review process, 47 current employees received an annual bonus. The amount of the bonus varied by employee. The decision to award a bonus, along with the amount of the bonus, was determined through a review process that took into consideration various factors, including the Company's performance and each employee's performance. This bonus, which totaled \$654,277, was paid to most employees on February 15, 2021.
- **Stock Options.** In August 2020 and September 2020, Womply awarded stock options to employees on multiple occasions, and certain employees received multiple stock option awards. In total, Womply awarded stock options to 60 employees for a total of 2,764,474 shares, with an average stock option award of approximately 30,716 shares. Also, in July 2020, Womply awarded one employee stock options for 4,000 shares as part of a refresh of that employee's compensation.

In February 2021, in connection with the 2020 annual review process, Womply awarded 46 employees with stock options. Womply awarded stock options for a total of 648,250 shares, with an average stock option award of approximately 14,000 shares.

- **Merit Increase.** In February 2021, in connection with the 2020 annual review process, Womply increased the salary or hourly wages of 40 employees.⁴
- **COVID-19 Adjustments.** In April 2020, as part of the economic fallout from the COVID-19 pandemic, Womply decreased the salary or hourly wages of all employees. Womply subsequently returned all employees to their pre-pandemic salary or hourly wages through two incremental increases in June 2020 and September 2020.
- **2021 Annual Target Bonus.** In February 2022, in connection with the 2021 annual review process, 57 employees received an annual bonus. The amount of the bonus varied by employee. The decision to award a bonus, along with the amount of the bonus, was determined through a review process that took into consideration various factors, including

⁴ Womply also increased the hourly wage of one current employee in November 2020.

CONFIDENTIAL TREATMENT REQUESTED

the Company's performance and each employee's performance. This bonus, which totaled \$6,135,500, was paid to most employees on February 15, 2022.

- **Gift Card Program.** Womply implemented a program prior to Womply's role in the PPP that allowed certain employees (namely, senior personnel) to reward their direct reports with small-dollar gift cards. This was a discretionary decision by senior personnel, who had an annual budget for this program.

This information supplements the Responses provided on January 14, 2022, and April 29, 2022.

INFORMATION REQUEST NO. 12:

What was the total compensation of each member of Womply's executive team in 2019, 2020, and 2021, broken down by constituent components.

SUPPLEMENTAL RESPONSE TO INFORMATION REQUEST NO. 12:

Ownership. As of December 30, 2021 (prior to the merger closing), Womply had 250 shareholders. Below is an anonymized list of shareholders, along with the fully diluted ownership interest of each shareholder.

Shareholder	Fully Diluted Ownership
Shareholder 1	16.4750%
Shareholder 2	9.5136%
Shareholder 3	5.3259%
Shareholder 4	5.2822%
Shareholder 5	3.6326%
Shareholder 6	2.7819%
Shareholder 7	2.2677%
Shareholder 8	2.2413%
Shareholder 9	1.8854%
Shareholder 10	1.8012%
Shareholder 11	1.4773%
Shareholder 12	1.4736%
Shareholder 13	1.2519%
Shareholder 14	1.2519%
Shareholder 15	1.0605%
Shareholder 16	0.9770%

CONFIDENTIAL TREATMENT REQUESTED

Shareholder	Fully Diluted Ownership
Shareholder 17	0.9364%
Shareholder 18	0.9106%
Shareholder 19	0.8624%
Shareholder 20	0.8554%
Shareholder 21	0.8346%
Shareholder 22	0.7397%
Shareholder 23	0.6955%
Shareholder 24	0.6955%
Shareholder 25	0.6120%
Shareholder 26	0.6065%
Shareholder 27	0.6009%
Shareholder 28	0.5953%
Shareholder 29	0.5953%
Shareholder 30	0.5898%
Shareholder 31	0.5898%
Shareholder 32	0.5842%
Shareholder 33	0.5842%
Shareholder 34	0.5786%
Shareholder 35	0.5786%
Shareholder 36	0.5731%
Shareholder 37	0.5731%
Shareholder 38	0.5675%
Shareholder 39	0.5619%
Shareholder 40	0.5564%
Shareholder 41	0.5564%
Shareholder 42	0.5392%
Shareholder 43	0.5296%
Shareholder 44	0.5256%
Shareholder 45	0.5119%
Shareholder 46	0.5119%

CONFIDENTIAL TREATMENT REQUESTED

Shareholder	Fully Diluted Ownership
Shareholder 47	0.5063%
Shareholder 48	0.5007%
Shareholder 49	0.5007%
Shareholder 50	0.4952%
Shareholder 51	0.4911%
Shareholder 52	0.4896%
Shareholder 53	0.4841%
Shareholder 54	0.4832%
Shareholder 55	0.4785%
Shareholder 56	0.4729%
Shareholder 57	0.4728%
Shareholder 58	0.4674%
Shareholder 59	0.4621%
Shareholder 60	0.4603%
Shareholder 61	0.4553%
Shareholder 62	0.4451%
Shareholder 63	0.4439%
Shareholder 64	0.3622%
Shareholder 65	0.3338%
Shareholder 66	0.3269%
Shareholder 67	0.3202%
Shareholder 68	0.3140%
Shareholder 69	0.3136%
Shareholder 70	0.3004%
Shareholder 71	0.2864%
Shareholder 72	0.2798%
Shareholder 73	0.2787%
Shareholder 74	0.2785%
Shareholder 75	0.2357%
Shareholder 76	0.2215%

CONFIDENTIAL TREATMENT REQUESTED

Shareholder	Fully Diluted Ownership
Shareholder 77	0.2179%
Shareholder 78	0.2087%
Shareholder 79	0.2052%
Shareholder 80	0.2000%
Shareholder 81	0.1956%
Shareholder 82	0.1956%
Shareholder 83	0.1947%
Shareholder 84	0.1765%
Shareholder 85	0.1711%
Shareholder 86	0.1647%
Shareholder 87	0.1635%
Shareholder 88	0.1552%
Shareholder 89	0.1522%
Shareholder 90	0.1468%
Shareholder 91	0.1466%
Shareholder 92	0.1405%
Shareholder 93	0.1366%
Shareholder 94	0.1366%
Shareholder 95	0.1200%
Shareholder 96	0.1199%
Shareholder 97	0.1106%
Shareholder 98	0.1088%
Shareholder 99	0.1043%
Shareholder 100	0.0943%
Shareholder 101	0.0936%
Shareholder 102	0.0936%
Shareholder 103	0.0920%
Shareholder 104	0.0920%
Shareholder 105	0.0890%
Shareholder 106	0.0880%

CONFIDENTIAL TREATMENT REQUESTED

Shareholder	Fully Diluted Ownership
Shareholder 107	0.0876%
Shareholder 108	0.0837%
Shareholder 109	0.0835%
Shareholder 110	0.0835%
Shareholder 111	0.0776%
Shareholder 112	0.0765%
Shareholder 113	0.0668%
Shareholder 114	0.0668%
Shareholder 115	0.0668%
Shareholder 116	0.0652%
Shareholder 117	0.0652%
Shareholder 118	0.0652%
Shareholder 119	0.0646%
Shareholder 120	0.0633%
Shareholder 121	0.0600%
Shareholder 122	0.0600%
Shareholder 123	0.0572%
Shareholder 124	0.0550%
Shareholder 125	0.0529%
Shareholder 126	0.0489%
Shareholder 127	0.0489%
Shareholder 128	0.0489%
Shareholder 129	0.0489%
Shareholder 130	0.0470%
Shareholder 131	0.0464%
Shareholder 132	0.0464%
Shareholder 133	0.0459%
Shareholder 134	0.0459%
Shareholder 135	0.0457%
Shareholder 136	0.0445%

CONFIDENTIAL TREATMENT REQUESTED

Shareholder	Fully Diluted Ownership
Shareholder 137	0.0434%
Shareholder 138	0.0434%
Shareholder 139	0.0405%
Shareholder 140	0.0389%
Shareholder 141	0.0385%
Shareholder 142	0.0381%
Shareholder 143	0.0380%
Shareholder 144	0.0364%
Shareholder 145	0.0350%
Shareholder 146	0.0335%
Shareholder 147	0.0334%
Shareholder 148	0.0334%
Shareholder 149	0.0330%
Shareholder 150	0.0328%
Shareholder 151	0.0323%
Shareholder 152	0.0316%
Shareholder 153	0.0315%
Shareholder 154	0.0294%
Shareholder 155	0.0278%
Shareholder 156	0.0278%
Shareholder 157	0.0278%
Shareholder 158	0.0278%
Shareholder 159	0.0278%
Shareholder 160	0.0277%
Shareholder 161	0.0270%
Shareholder 162	0.0250%
Shareholder 163	0.0242%
Shareholder 164	0.0240%
Shareholder 165	0.0232%
Shareholder 166	0.0230%

CONFIDENTIAL TREATMENT REQUESTED

Shareholder	Fully Diluted Ownership
Shareholder 167	0.0229%
Shareholder 168	0.0223%
Shareholder 169	0.0223%
Shareholder 170	0.0223%
Shareholder 171	0.0223%
Shareholder 172	0.0223%
Shareholder 173	0.0218%
Shareholder 174	0.0209%
Shareholder 175	0.0201%
Shareholder 176	0.0173%
Shareholder 177	0.0167%
Shareholder 178	0.0167%
Shareholder 179	0.0167%
Shareholder 180	0.0166%
Shareholder 181	0.0163%
Shareholder 182	0.0158%
Shareholder 183	0.0139%
Shareholder 184	0.0124%
Shareholder 185	0.0123%
Shareholder 186	0.0122%
Shareholder 187	0.0121%
Shareholder 188	0.0111%
Shareholder 189	0.0111%
Shareholder 190	0.0111%
Shareholder 191	0.0111%
Shareholder 192	0.0111%
Shareholder 193	0.0106%
Shareholder 194	0.0104%
Shareholder 195	0.0102%
Shareholder 196	0.0100%

CONFIDENTIAL TREATMENT REQUESTED

Shareholder	Fully Diluted Ownership
Shareholder 197	0.0100%
Shareholder 198	0.0096%
Shareholder 199	0.0091%
Shareholder 200	0.0088%
Shareholder 201	0.0087%
Shareholder 202	0.0083%
Shareholder 203	0.0076%
Shareholder 204	0.0073%
Shareholder 205	0.0073%
Shareholder 206	0.0071%
Shareholder 207	0.0069%
Shareholder 208	0.0067%
Shareholder 209	0.0066%
Shareholder 210	0.0061%
Shareholder 211	0.0060%
Shareholder 212	0.0056%
Shareholder 213	0.0056%
Shareholder 214	0.0056%
Shareholder 215	0.0056%
Shareholder 216	0.0056%
Shareholder 217	0.0056%
Shareholder 218	0.0049%
Shareholder 219	0.0048%
Shareholder 220	0.0048%
Shareholder 221	0.0036%
Shareholder 222	0.0036%
Shareholder 223	0.0033%
Shareholder 224	0.0031%
Shareholder 225	0.0030%
Shareholder 226	0.0029%

CONFIDENTIAL TREATMENT REQUESTED

Shareholder	Fully Diluted Ownership
Shareholder 227	0.0028%
Shareholder 228	0.0028%
Shareholder 229	0.0028%
Shareholder 230	0.0028%
Shareholder 231	0.0028%
Shareholder 232	0.0026%
Shareholder 233	0.0024%
Shareholder 234	0.0023%
Shareholder 235	0.0022%
Shareholder 236	0.0019%
Shareholder 237	0.0019%
Shareholder 238	0.0016%
Shareholder 239	0.0016%
Shareholder 240	0.0011%
Shareholder 241	0.0009%
Shareholder 242	0.0009%
Shareholder 243	0.0008%
Shareholder 244	0.0008%
Shareholder 245	0.0007%
Shareholder 246	0.0007%
Shareholder 247	0.0006%
Shareholder 248	0.0005%
Shareholder 249	0.0004%
Shareholder 250	0.0003%
Shares Available for Issuance	2.5045%

Revenue and Profit. As explained during Womply’s presentation on May 4, 2022, Womply took on substantial risk in connection with the Fast Lane Program. Womply not only invested more than \$200 million in connection with its Fast Lane technology (as described in Womply’s Response to Information Request No. 1), but also did not charge *any fees* to Loan Applicants or *any up-front fees* to Lenders and Platforms. Womply was only compensated for its PPP-Related Services by the Lenders and Platforms *if and when* the Lenders and Platforms received fees from the SBA for successfully funding a PPP loan. The SBA never paid any fees to Womply for its PPP-Related Services.

Pursuant to 15 U.S.C. §§ 636(a)(36)(P) and 636(a)(37)(L), the *Fast Lane Partners were entitled to receive over \$2.9 billion in fees from the SBA*⁵ for funding approximately 1.3 million PPP loan draws using Womply’s Fast Lane technology. In addition, the Fast Lane Partners *earned interest on the \$18 billion in principal* of those PPP loan draws. Womply’s Fast Lane technology played a critical role in the Fast Lane Partners’ ability to efficiently process a large volume of Loan Applications, identify potentially fraudulent Loan Applications, make lending decisions, and fund PPP loans. Womply’s Fast Lane technology made the application process substantially easier and more cost-effective for Fast Lane Partners, allowing them to fund the smaller PPP loans that other lenders were neglecting. Without Womply’s Fast Lane technology, the Fast Lane Partners would not have been able to play such a substantial role in the PPP. It is for these reasons that each of the Fast Lane Partners willingly entered into agreements that ultimately required them to pay Womply approximately \$2 billion in fees.

Below is a summary of the total amount of fees for fiscal year 2021 that Womply has collected to date. This summary is consistent with the information disclosed in Womply’s Response to Information Request No. 1 and does not reflect amounts owed but not yet paid by certain Lenders and Platforms.

	FY 2021
PPP Referral Fee Revenue	\$190,530,753.00
PPP Technology Service Revenue	\$1,901,743,577.89
Total Net Revenue	\$2,092,274,330.89

As a result of Womply’s entire business in fiscal year 2021—*i.e.*, its business unrelated to PPP, as well as its PPP-Related Services—Womply’s gross profit and gross margin were \$1,843,135,000 and 87.6%, respectively. This reflects the difference between Womply’s gross revenue from its entire business (not only PPP-Related Services) of \$2,104,300,000 and Womply’s total cost of revenue from its entire business (not only PPP-Related Services) of \$261,166,000. After accounting for Womply’s operating expenses (\$160,692,000) and other income expenses (\$379,289,000), Womply’s net income for its entire business was \$1,303,153,000.

This information supplements the Responses provided on January 14, 2022, and April 29, 2022.

⁵ This is an estimate by Womply of the fees owed to the Fast Lane Partners by the SBA based on the applicable statutes and PPP loan draws made in connection with the Fast Lane Program.

[REDACTED]

From: [REDACTED]@willkie.com>

Sent: Wednesday, July 6, 2022 11:41 AM

To: [REDACTED]
[REDACTED]
[REDACTED]

Subject: RE: Letters for Mr. Toby Scammell and Mr. Cory Capoccia, Womply, Inc.

[REDACTED]

We are providing the following information for the record, in response to your email.

At the outset, we must correct your incorrect assumption that our client is on “an extended foreign vacation” and that it “should not prevent him from fully participating in our investigation.” Such aspersions are unnecessary. You made a similar reference during our call related to having our client “leave the beach.” We never suggested he was on vacation or that he was “at the beach.” These are assumptions you made, which raises concerns about your objectivity and preconceived notions toward Womply. This has been an ongoing concern based upon your conduct throughout this Investigation.

The Select Subcommittee sent our client a letter on June 27, 2022, requesting an in-person transcribed interview for July 11, 2022. Any court or other neutral observer would acknowledge that two weeks gives little time for our client to prepare for a transcribed interview with the government, especially with the July 4th holiday coming in between. During our call, we also shared that our client would be unavailable on that date because he would be in Europe. From July 10 – July 20, he is hosting an in-person summit – an event that has been planned for a year. He will be staying in Europe beyond that time to continue working on a product launch that is scheduled for August and to visit family. We did not share this level of detail during our initial call because we did not anticipate that it would be necessary to defend his travel schedule, particularly given that there was no effort to inquire as to his availability before setting the interview date, which is a courtesy typically extended in these circumstances. Nevertheless, we share this additional information about his travel so you can better understand why he is unavailable on the date you requested.

We have offered to answer any question the Select Subcommittee has in writing, and we continue to make that offer. Additionally, we are more than willing to do informal briefings for the Select Subcommittee, if the Select Subcommittee believes that would be helpful for it to better understand waste, fraud, and abuse in the PPP. However, the Select Subcommittee has not provided us with an explanation for why it would need a voluntary transcribed interview of our client. The Select Subcommittee has been investigating issues related to fraud, waste, and abuse in the PPP for over a

year. Womply has been part of this Investigation since November 2021. Multiple other companies have been part of this Investigation too. The fact that the Select Subcommittee believes it needs a transcribed interview of one person for such an enormous, first-of-its-kind government program suggests that the Select Subcommittee is targeting that individual. This perspective is compounded by the fact that the Select Subcommittee has been unwilling to share the specific topics it seeks to discuss during the transcribed interview. We again request that the Select Subcommittee provide a list of its interview topics, or at least clarify what requests or categories of information the Select Subcommittee still seeks from Womply.

Womply has voluntarily cooperated with the Select Subcommittee's Investigation since receiving its voluntary request for information in November 2021. Womply has produced approximately 4,700 documents over 6 productions. Womply has submitted written responses to approximately thirty requests made in the original letter or in subsequent communications with the Select Subcommittee. Womply even made a 3-hour presentation to the Select Subcommittee on May 4, 2022, that was attended by a former Womply employee integral to Womply's PPP-Related Services who was available for questions and answered the many questions posed to him by staff.

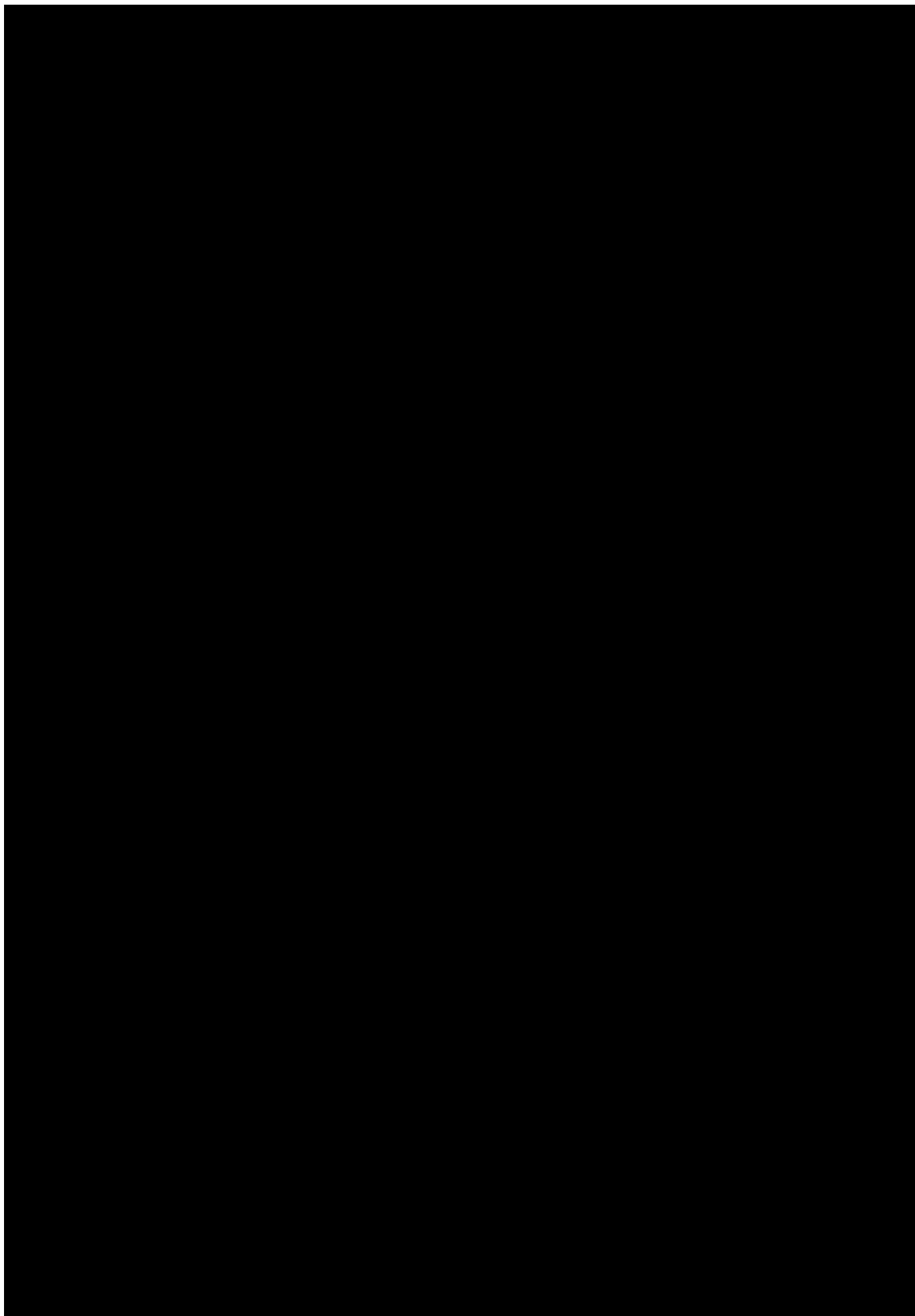
Womply seeks to continue its voluntary cooperation with the Select Subcommittee's Investigation. However, Womply's voluntary cooperation is based upon our mutual understanding of the Select Subcommittee's objectives – if the Select Subcommittee is now investigating specific employees of Womply, it should share its intentions. If it is not investigating specific employees, we believe the most efficient path forward would be for the Select Subcommittee to share its questions in writing related to Womply and fraud, waste, and abuse in the PPP, and we will work expeditiously with the Select Committee to determine whether to proceed with written responses, an informal briefing, or some combination of the two. The Select Subcommittee has never indicated that there is any information that it has been unable to obtain via information requests, document requests, or informal briefings. Nor has the Select Committee suggested that the purportedly new and yet-to-be-disclosed requests cannot be answered using the same process that has worked well over the past seven months. Womply has demonstrated repeatedly that it will provide the Select Subcommittee with the information it needs, and we remain at a loss as to why the Select Subcommittee is suddenly denying Womply the opportunity to do so.

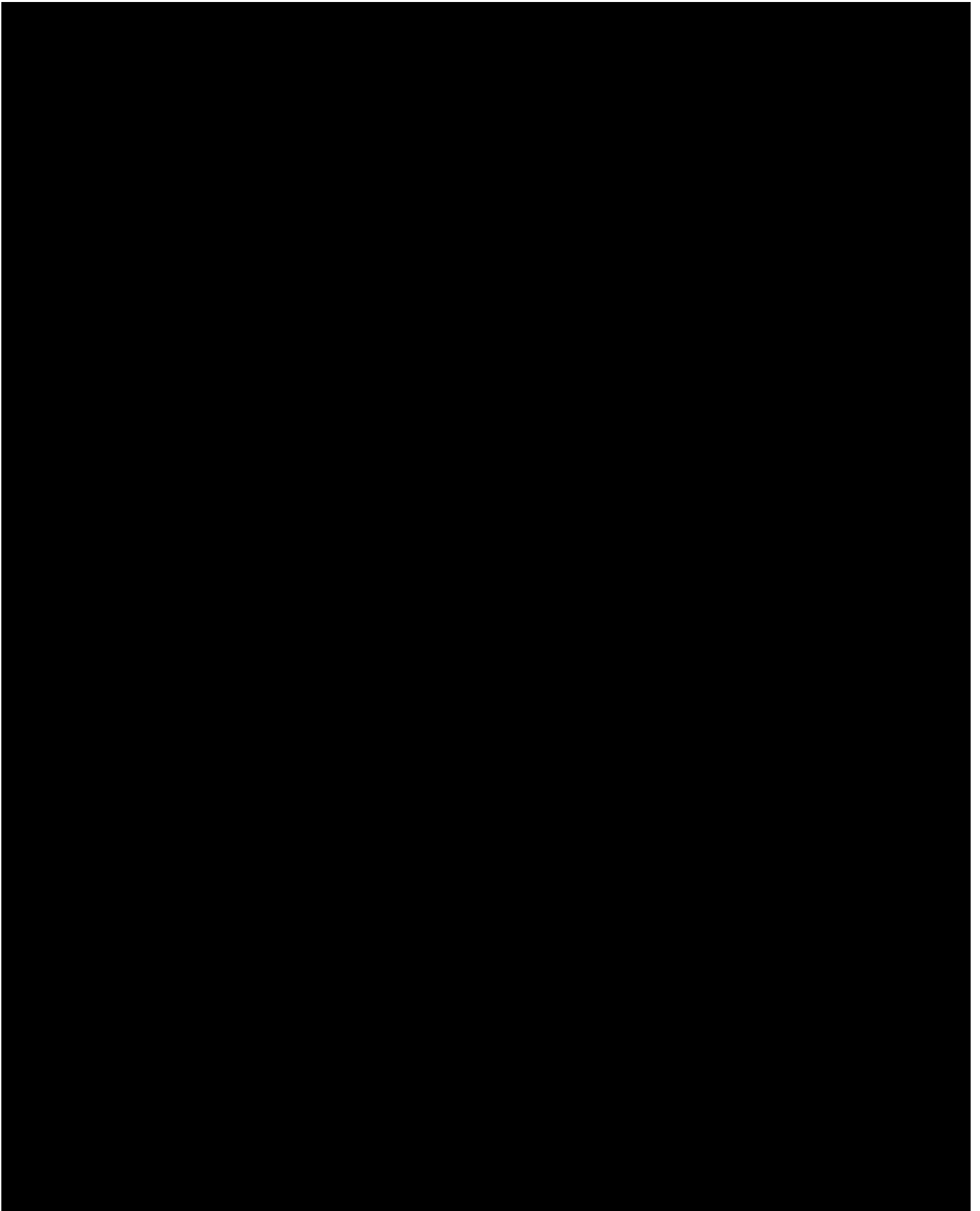
We are happy to discuss the best path forward at your earliest convenience.

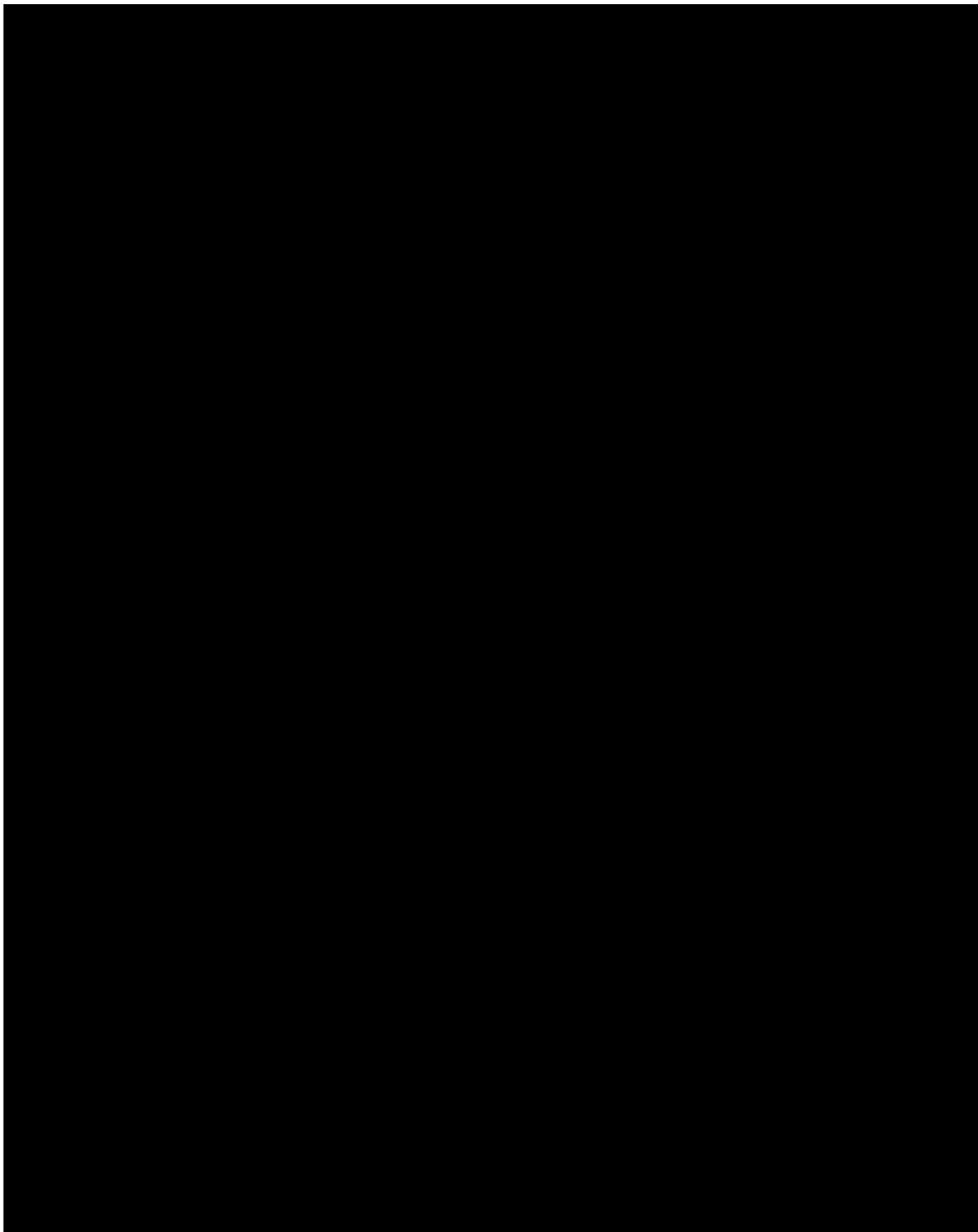
Sincerely,

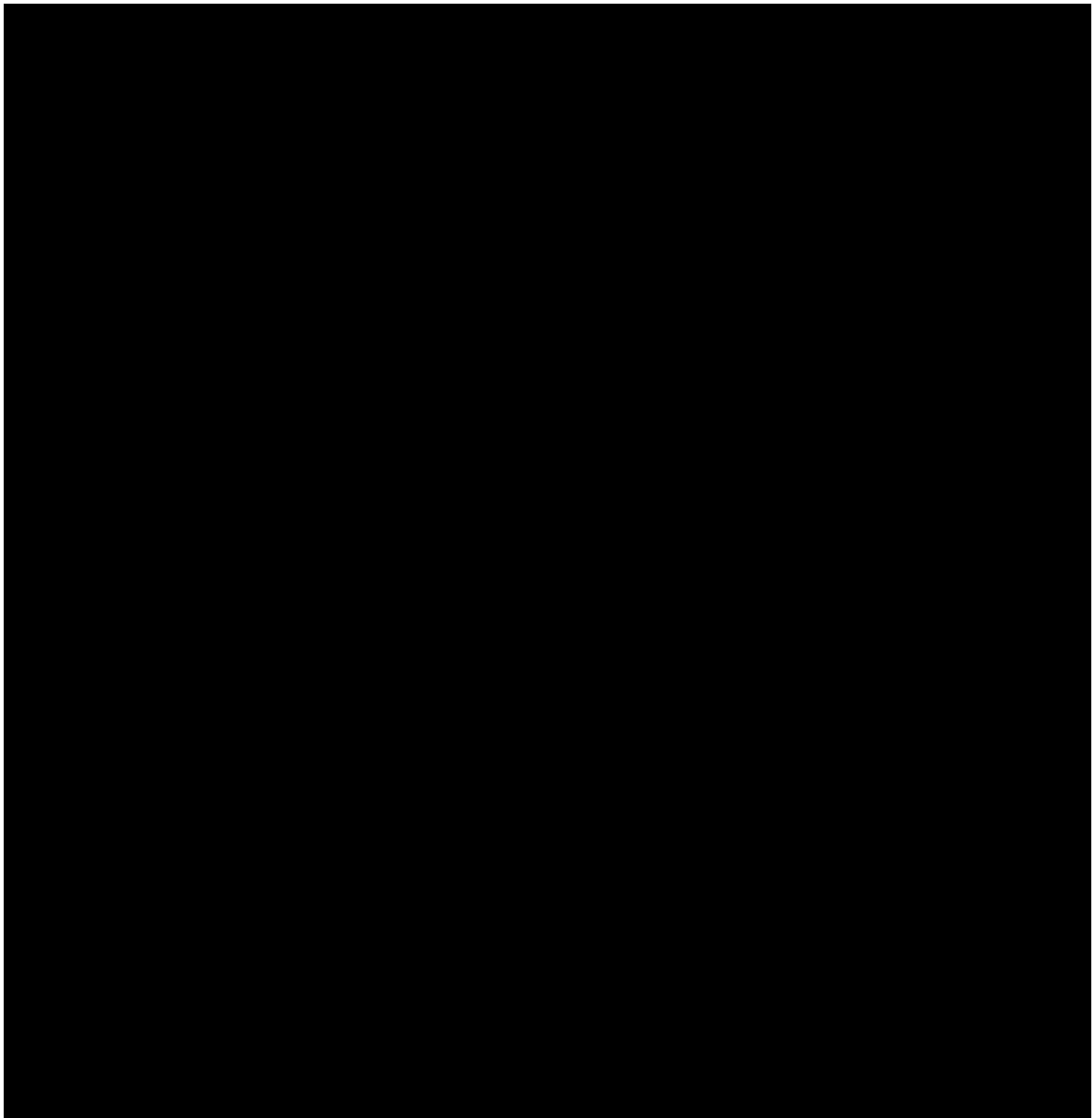

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August 2, 2022

VIA EMAIL ONLY TO CCs

Hon. James E. Clyburn, Chairman
Select Subcommittee on the Coronavirus Crisis
United States House of Representatives
2157 Rayburn House Office Building
Washington, D.C. 20515

Re: Response to July 1, 2022 Letter

Dear Representative Clyburn:

As you know, Locke Lord LLP represents Harvest Small Business Finance, LLC ("Harvest") in connection with its response to the Subcommittee's letter of July 1, 2022. We are writing to respond to Information Requests Nos. 1 and 3, which were highlighted as priority items by Brandon White and Molly Claflin on a video conference on July 25, 2022.

- 1. Please explain the Harvest Small Business Finance, LLC (Harvest) process for identifying ineligible applicants and preventing fraud related to PPP loan applications received from Womply, including detailed descriptions of any programs enacted to provide oversight of the services provided by Womply and the names and titles of the staff tasked with overseeing those programs.*

The Paycheck Protection Program ("PPP") was, from inception, designed to be a "borrower certified" program. The Small Business Administration's ("SBA") first Interim Final Rule ("IFR") addressing the implementation of the relevant sections of the CARES Act makes clear that, other than four limited, specific "items" of each borrower's application that the lender is tasked with "confirming," lenders "rely on certifications of the borrower in order to determine eligibility of the borrower and use of loan proceeds and to rely on specified documents provided by the borrower to determine qualifying loan amount" 85 Fed. Reg. 20,812 (Apr. 15, 2020). Lenders are tasked with confirming (i) "receipt of borrower certifications contained in [the PPP] Application form ...;" (ii) "receipt of information demonstrating that a borrower had employees for whom the borrower paid salaries and payroll taxes on or around February 15, 2020;" (iii) the dollar amount

of average monthly payroll costs for the preceding calendar year by reviewing the payroll documentation submitted with the borrower's application;" and following applicable Bank Secrecy Act requirements. *Id.* at 20,815. Each lender's "obligation under the PPP is limited to the items above and reviewing the 'Paycheck Protection Application Form.'" *Id.*

Between April and December 2020, Harvest instituted a process, created and managed by Harvest's Chief Operating Officer Adam Seery ("Seery"), to process every loan application it received in accordance with the SBA's guidance described above. At this time, Harvest was primarily processing loans from small businesses with dozens or more employees, and the average loan was approximately \$239,500. Due to the volume of applications Harvest received, virtually every Harvest employee was processing loan applications at some point during this time period. Harvest's employees were working around the clock to process as many eligible applications as possible; Seery and his team routinely worked 18-hour days. During this time, Harvest's employees were also fielding constant inquiries from applicants inquiring into the status of their loans.

Harvest also hired 20-25 additional temporary employees to process loan applications. Harvest's management provided constant guidance and instruction to Harvest's permanent and temporary employees to ensure that the applications Harvest was approving complied with the CARES Act and evolving SBA regulations and guidance. For instance, over the course of the Program, Harvest's management sent more than 115 updated sets of instructions based on ever-changing rules and guidance from the SBA. Further, despite the limited responsibility that Harvest had under the IFR's, Harvest aimed to perform a more thorough review of these loan applications during processing than required. For instance, Harvest's employees were instructed to search the relevant Secretary of State's website to confirm that the applicant business was registered to do business in the state. Harvest's employees also performed "Google" searches to verify the existence and operation of the applicant business. Harvest continued to refine its process for these types of loans as guidance from the SBA evolved.

Beginning in January 2021, the Economic Aid Act expanded PPP with the aim of providing more relief to borrowers that may have been unable to take advantage of the Program in 2020, including businesses with fewer than 20 employees, independent contractors, self-employed borrowers, and sole proprietors, commonly referred to as "Schedule C" borrowers. For this part of the Program, the lenders' role was explicitly limited even further. Lenders were only required to:

"(A) Confirm receipt of borrower certifications ...; (B) Confirm receipt of information demonstrating that a borrower was either an eligible self-employed individual, independent contractor, or sole proprietorship with no employees or had employees for whom the borrower paid salaries and payroll taxes on or around February 15, 2020; (C) Confirm the dollar amount of average monthly payroll costs ...; (D) For a Second Draw PPP Loan greater than \$150,000 or a loan of \$150,000 or less where the borrower provides documentation of revenue reduction, confirm the dollar amount and percentage of the borrower's revenue reduction by performing a

good faith review, in a reasonable time, of the borrower's calculations ...; and (E) Follow applicable BSA requirements."

86 Fed. Reg. 3,721 (Jan. 14, 2021).

The IFR's issued during this part of the Program confirmed that the lender's role was limited and that the Program largely relied on the certifications made by borrowers to determine eligibility. 86 Fed. Reg. 3,692 (Jan. 14, 2021) ("Lenders must comply with the applicable lender obligations set forth in this interim final rule, but will be held harmless for borrowers' failure to comply with program criteria"); 86 Fed. Reg. 3,712 (Jan. 14, 2021) ("A lender may rely on any certification or documentation submitted by an applicant for a PPP loan" that is submitted pursuant to all relevant requirements and makes the required attestations regarding eligibility.).

In addition to the expansion of the Program to Schedule C borrowers, in March 2021, the SBA issued an IFR further clarifying that "a Schedule C filer may elect to calculate the owner compensation share of its payroll costs ... based on either (i) net profit or (ii) gross income" 86 Fed. Reg. 13,150 (Mar. 8, 2021).

As a result of the changes made in 2021, more borrowers became eligible for (in some cases, larger) loans¹, and demand instantly and significantly increased. In order to meet this demand—and meet Congress' and the SBA's goal of "provid[ing] relief to small businesses and their employees and expand[ing] access to the PPP" (*Id.* at 13,154)—Harvest, like many other lenders, entered into a contractual relationship with Oto Analytics, Inc. d/b/a Womply ("Womply") whereby Womply acted as a "Referral Agent" and simultaneously provided the use of its technology platform, known as "Fastlane," to expedite the processing of loan applications and refer complete applications from eligible borrowers to Harvest. Womply demonstrated that the technology it was using could meet the Program's requirements. Womply indicated that it was working directly with Bill Briggs, head of the Paycheck Protection Program at the SBA, to ensure the Fastlane program was meeting all of the SBA's requirements. In addition, Womply assured Harvest that it would only refer to Harvest complete applications that Womply's platform had confirmed were for eligible borrowers. Womply, both to Harvest and publicly, represented it was capable of performing this service because of its close association with the SBA. *See*, PPP Launch-FAQ's with the SBA for Contract workers, <https://www.youtube.com/watch?v=mt8VQXSNCIE> (Jan. 19, 2021); PPP Launch – FAQ's with the SBA for Small Businesses, <https://www.youtube.com/watch?v=DtLAiNbpEes> (Jan. 19, 2021).

Notwithstanding Womply's assurances and the SBA's apparent endorsement of Womply's platform, Harvest still performed its own reviews of many applications it received from Womply to ensure borrower eligibility and to identify potentially fraudulent applications. At the inception of Harvest's relationship with Womply, Harvest's processors and management reviewed a sample

¹ In the March 8, 2021 IFR, the SBA noted that "the use of gross income by Schedule C filers may, in some cases, increase the risk of waste, fraud, or abuse, because it will substantially increase the maximum loan amount for relevant applicants, and in some cases an applicant's gross income may not accurately reflect the extent to which a PPP loan is necessary to support the ongoing operations of the applicant's business."

set of each batch of loans Harvest submitted to the SBA for review and approval to ensure that the documents required by the SBA were included in the applications it was receiving.

Harvest also identified “patterns” of ineligible or potentially fraudulent applicants and applications. For instance, during its manual review of loan files, Harvest became aware that applications were being submitted with Employer Identification Numbers (“EIN”) that did not match the stated year of formation of the applicant business. Harvest then identified applications containing this discrepancy, stopped those applications from being processed if they had not already been submitted or funded, and alerted the SBA Office of Inspector General (“OIG”) (the law enforcement arm of the SBA, Harvest’s regulator) to the potential ineligibility and/or fraud. Harvest estimates that it identified thousands of potentially fraudulent applications based on its searches for these kinds of patterns and either canceled or declined them before funding, or immediately alerted the SBA if the application had already been submitted for approval.

In fact, Harvest believes that it identified and reported more ineligible and/or fraudulent applications than if it had simply been performing a manual review of loan applications without identifying and investigating these patterns and connections. Because of the minimal documentation required by the SBA for Schedule C borrowers, and the fact that many of the leading indicators of ineligibility and fraud, such as multiple applications fraudulently submitted by the same applicant, were only evident when reviewed in context with other applications, even a careful review of each document submitted with a single application would not always indicate that a borrower may be ineligible or an application may be fraudulent. Thus, Harvest (while keeping up with the onslaught of Fastlane applications and the ever-changing guidance from the SBA) searched for and investigated indicia of fraud by reviewing certain groups of loans in the aggregate.

Moreover, when applications were submitted to the SBA for final review and approval, the SBA performed its own “Compliance Checks,” and, if potential ineligibility, fraud, or abuse was discovered by the SBA, the SBA would issue a “Hold Code,” placing the application on hold and alerting Harvest to the potential ineligibility, fraud, or abuse. *See* SBA Procedural Notice No. 5000-20092, Feb. 10, 2021 (“After issuance of the SBA Loan Number, all First Draw PPP Loans made in 2020 were individually screened by an automated tool ... that may indicate non-compliance with eligibility requirements, fraud, or abuse In 2021, before issuance of an SBA loan number, SBA is conducting front-end Compliance Checks on Lender loan guaranty applications for new First Draw PPP Loans and Second Draw PPP Loans using a modified version of the automated screening tool and information from the Department of Treasury Do Not Pay lists.”). Harvest worked with the SBA and Womply to resolve any “Hold Codes,” where appropriate, and to confirm suspected instances of ineligibility, attempted fraud, or abuse.

Finally, Harvest has been diligent in continuing to identify and report instances of suspected fraud, and assisting in investigating instances of suspected fraud. Harvest carefully reviews applications for loan forgiveness for indications that a loan may have been obtained fraudulently. Further, since the inception of the Program, Harvest has been in constant communication with the SBA OIG, as well as multiple other federal agencies, including the Department of Treasury Criminal Investigation Unit, the U.S. Treasury Inspector General for Tax Administration (“TIGTA”), the Secret Service, and the FBI. Harvest has worked hand-in-hand with these agencies to investigate

suspected fraud, and continues to work with these agencies, as well as state and local law enforcement, to identify and investigate instances of suspected fraud.

3. *How many PPP loan applications did Harvest receive from Womply for onward submission to the SBA?*
 - a. *How many of these loan applications received a manual review by employees of Harvest to verify eligibility or to identify fraud?*
 - b. *How many of these loan applications were rejected, denied, or not submitted to the SBA at the direction of Harvest employees and due to suspicion of fraud or ineligibility? Please exclude incomplete applications from this total.*

Harvest was referred more than 800,000 applications from Womply that were processed using Womply's Fastlane technology platform. Harvest did not maintain metrics regarding the number of these applications that it manually reviewed, or that it suspected were fraudulent or ineligible. As explained above, however, Harvest performed reviews of a sample set of each batch of loan applications it submitted to the SBA until Harvest was confident that the Fastlane program was properly collecting all of the requisite documentation. Harvest also reviewed applications for which it identified potential ineligibility and/or fraud, and which fit a "pattern" indicating ineligibility or fraud that Harvest had identified. Harvest estimates that it has reviewed tens of thousands of applications in connection with these types of reviews. Moreover, as explained above, Harvest believes that it identified and reported more ineligible and/or fraudulent applications by conducting this type of review and investigation, than if it had simply been performing a manual review of a sample of loan applications without identifying and investigating these patterns and connections. Harvest also continues to review applications that have already been submitted to the SBA to continue to identify potential ineligibility and/or fraud.

Harvest submitted approximately 600,000 of these applications to the SBA for further review and approval by the SBA. Of the 200,000 applications that Harvest did not submit to the SBA, Harvest suspects that a significant portion of them were potentially ineligible or fraudulent.

Harvest requests that the internal, proprietary information provided herein be given confidential treatment. If the Subcommittee plans to make any documents publicly available, we request that it provide reasonable notice of any such intention by contacting me via email.

Please do not hesitate to reach out with any questions.

The Honorable James E. Clyburn

August 2, 2022

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Very truly yours,

A handwritten signature in blue ink, appearing to read "Allison M. O'Neil". The signature is fluid and cursive, with the first name "Allison" written in a larger, more prominent script than the last name "O'Neil".

Allison M. O'Neil

Encl.

cc: Brandon White (via email)
Molly Claflin
Laura O'Neill

Wifredo A. "Willy" Ferrer
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August 5, 2022

VIA EMAIL

The Hon. James E. Clyburn
(c/o Derek Collins (Derek.Collins@mail.house.gov))
Chairman
Select Subcommittee on the Coronavirus Crisis
House of Representatives
Congress of the United States
2157 Rayburn House Office Building
Washington, D.C. 20515-6143

Dear Mr. Chairman:

As you know, Holland & Knight LLP represents Benworth Capital Partners, LLC ("**Benworth**") in connection with your April 26, 2022 request for information (the "**April RFI**") and your July 1, 2022 request for information (the "**July RFI**"). As stated therein, the April RFI and the July RFI relate to a Select Subcommittee investigation into potential waste, fraud, and abuse in Paycheck Protection Program ("**PPP**") loans facilitated by financial technology ("**FinTech**") companies.

A. Information Requests

Below we respond to the questions raised in the July RFI. For ease of reference, we state your questions followed by our responses.

1. Please explain the Benworth Capital (Benworth) process for identifying ineligible applicants and preventing fraud related to PPP loan applications received from Womply, including detailed descriptions of any programs enacted to provide oversight of the services provided by Womply and the names and titles of the staff tasked with overseeing those programs.

Benworth's Response:

We start by providing important context and background information related to Benworth, its history and its relationship with Oto Analytics, Inc. ("**Womply**"). This will assist in painting a more complete and accurate picture of Benworth's connection to your investigation.

Established in 2008, Benworth is a minority owned licensed mortgage lender/servicer in the state of Florida. Benworth was approved as a PPP lender on April 21, 2020 for the second round of PPP lending authorized by Congress. While Benworth had been on the lending business for years, PPP was Benworth's first experience with SBA lending and regulations.

Benworth and Womply began their business relationship in or around February 2021, a few months before PPP ended in May 2021. Womply had developed *Fast Lane*, an online platform for the completion and filing of PPP applications. *Fast Lane* was designed for PPP applications from "non-employer businesses" (e.g., house contractors, truckers, real estate agents, cleaners, etc.). Benworth is a mission-based lender that serves these exact types of borrowers, borrowers who have less access to traditional bank lending. And after months of isolating and practicing social distancing due to COVID-19, these borrowers desperately needed PPP relief funds by early 2021 to stay afloat. Benworth saw *Fast Lane* as a valuable tool to help its customer base and allow the faster processing of PPP loans while ferreting out unqualified borrowers and fraudsters.

Through *Fast Lane*, applicants submitted to Womply information and documents required under PPP and other applicable laws and regulations. A key service Womply offered was verifying—on the basis of such information and documents—the applicant's eligibility for a PPP loan. *Fast Lane* also had technological controls during the application process to, among other things, validate the applicant's: (i) identity, (ii) authenticity and type of documents submitted, (iii) calculations for the PPP loan amount, and (iv) bank account information. These controls were aimed at preventing fraud related to identity theft, using fake documents, or the same person obtaining multiple PPP loans. Womply's controls were supported by the services of reputable technology firms like LexisNexis, DocuSign, Plaid and Persona. A primary reason why Benworth contracted with Womply was *Fast Lane* and its ability to identify ineligible applicants and stop fraud.

Benworth was not prohibited from relying on Womply for eligibility verification and fraud prevention. But as the lender of record, Benworth did oversee Womply's services. It was not feasible under the time-sensitive circumstances to have written policies and procedures specific to PPP applications referred by Womply.¹ Benworth, after all, started working with Womply when PPP was an ongoing program that was soon ending. Benworth was reviewing tens of thousands of PPP applications per week, and SBA officials were encouraging lenders to process PPP applications faster. The SBA's own management later admitted that the "focus had to be on providing financial assistance as quickly as possible to respond to the crisis rather than carefully reviewing PPP loans."² In this fast-paced, time-sensitive environment, it was not possible to embark on the time-consuming process necessary to create written policies and procedures.

¹ Benworth did have an "Anti-Money Laundering Program – Suspicious Activity Reporting Policy – Know Your Client/Customer (KYC) Policy" manual from before the PPP for its non-PPP business. Although not specific to the PPP applications referred by Womply, Benworth personnel relied on this manual for general guidance on fraud and how to detect it.

² U.S. SMALL BUS. ADMIN.'S OFFICE OF INSPECTOR GEN., SBA'S HANDLING OF POTENTIALLY FRAUDULENT PAYCHECK PROTECTION PROGRAM LOANS (Report 22-13) app. C (2022) [hereinafter the "**SBA-OIG Report**"].

In addition, the PPP rules regarding what constituted fraud and the amount of due diligence expected from lenders were not clear. On the one hand, PPP regulations required lenders to follow applicable Bank Secrecy Act (“BSA”) requirements to detect illegal activity like fraud.³ On the other hand and because “[s]peed became the highest priority,”⁴ PPP regulations told lenders they could rely on self-certifications and attestations made by the applicants regarding their eligibility and the accuracy of their documents.⁵ And if they relied in “good faith,” lenders were given a safe harbor against an “enforcement action” and “any penalties relating to loan origination or forgiveness” of PPP loans.⁶ This meant that lenders like Benworth were largely permitted to take the applicant’s word as true as to his or her PPP application. This is different from the type of due diligence required under the BSA, which involves some independent verification of an applicant’s information and documents.⁷ As the SBA’s Inspector General wrote in an official report, the “SBA did not provide lenders specific and sufficient guidance to effectively identify, track, address, and resolve potentially fraudulent PPP loans.”⁸ As a result, lenders “were faced with uncertainty on how to resolve issues they were uncovering.”⁹ This made the adoption of written policies and procedures even more challenging.

While it did not have a written program, Benworth did exercise a more than reasonable degree of control and review over Womply’s services. Benworth never worked with Womply before. Thus, for the first five weeks of the relationship, Benworth conducted manual reviews of every application package (including PPP forms and supporting documents) referred by Womply through *Fast Lane*. There was a short set of written instructions in an internal PPP guidance document accessible to Benworth’s employees, which specifically instructed them to review the applicants’ tax documents for possible fraud. The manual reviews were done by Benworth employees who received training on PPP requirements and BSA compliance.

During the approximately four months when they worked together, Benworth communicated regularly with Womply to discuss possible flaws in Womply’s controls and other related matters. Many issues flagged by Benworth contributed to actual improvements in Womply’s platform (e.g., after Benworth reported application packages containing the supporting documents of other applicants, Womply changed its provider of KYC data collection services). In most exchanges, Womply accommodated Benworth

³ 86 Fed. Reg. 3692, 3708 (Jan. 14, 2021) [hereinafter “**First Draw PPP IFR**”]; 86 Fed. Reg. 3712, 3721 (Jan. 14, 2021) [hereinafter “**Second Draw PPP IFR**”].

⁴ SBA-OIG Report, *supra* note 2 at 2.

⁵ First Draw PPP IFR, *supra* note 3, at 3708; Second Draw PPP IFR, *supra* note 3, at 3721.

⁶ *Id.*

⁷ To add even more confusion, there was the fact that the U.S. Department of the Treasury was involved in the drafting and promulgation of these PPP rules. One of Treasury’s bureaus is the Financial Crimes Enforcement Network (“FinCEN”), which has played a pivotal role in the design of the current BSA regulations and is probably one of their most important interpreters.

⁸ SBA-OIG Report, *supra* note 2 at 8.

⁹ *Id.* at 10.

and provided assurances it would fix the issues Benworth spotted. As Womply's controls improved, Benworth went from manually reviewing every application package to reviewing a sample size (first one out of five packages, then one out of ten, and so on). In total, Benworth personnel conducted manual reviews of over 100,000 application packages received from Womply, one third of the total loans Womply sent to Benworth.¹⁰

In the final weeks of PPP, Benworth discovered that Womply was not providing Benworth with the applicants' supporting documents in many of the packages being submitted. Around this time, Benworth also started receiving complaints—and even some subpoenas—relating to loans referred by Womply (which Benworth investigated, leading Benworth to report to the SBA and to the Financial Crimes Enforcement Network approximately 4,000 potentially suspicious PPP loans.). The relationship with Womply changed at that moment. There were many discussions and disagreements about Womply's performance. Benworth mentioned discontinuing its work with Womply. Simultaneously, a dispute relating to PPP fees arose between Benworth and Womply. And around July 2021, Womply terminated its agreements with Benworth and stopped providing services (Womply thus terminated Benworth's access to *Fast Lane*, where PPP forms and supporting documents were located).

Within a short period of time, Womply became Benworth's top source for PPP referrals. Consequently, from the very beginning, a lot of people at Benworth were involved in the Benworth and Womply relationship. These included the top three officers involved in PPP operations (Bernardo Navarro – President; Toya de la Cruz – PPP Operations Manager; and Mildred J. Avila – Comptroller), other Benworth employees, and more than 30 temporary Benworth employees hired to work on PPP applications.

In conclusion, Womply handled eligibility verification and fraud prevention in connection with hundreds of thousands of PPP applications referred to Benworth by Womply. Due to time constraints and unclear PPP rules, Benworth could not adopt a written program specific to Womply's PPP applications. But in practice, Benworth spent significant time, energy, and resources monitoring Womply's performance. This included manual review by Benworth personnel of a large number of application packages and repeated discussions with Womply's top officers. In the frightening, urgent, and uncertain COVID-19 environment, Benworth's actions were reasonable, appropriate, and complied with applicable laws and regulations.

2. In what way and to what extent did Benworth rely on the automatic checks, Know Your Customer (KYC) management, bank and tax document analysis, and anti-fraud measures undertaken by Womply when determining whether Benworth would submit a PPP loan application to the Small Business Administration (SBA) for approval and funding?

Benworth's Response:

¹⁰ For further details, see *infra* our responses to questions 3 and 3.a.

As stated in our response to information request 1 above, a primary reason Benworth worked with Womply was because Womply's services included identifying ineligible applicants and preventing fraud. To timely provide these services in connection with hundreds of thousands of PPP applications, Womply relied on automated checks and other technological tools supported by reputable technology firms (e.g., LexisNexis, DocuSign, Plaid, Persona, etc.). Womply's *Fast Lane* platform included a number of controls during the application process, designed to, among other things, validate the applicant's identity, the authenticity and type of documents submitted, the applicant's calculations for the PPP loan amount, and the applicant's bank account information.

We also explained above how Benworth personnel conducted manual reviews of over 100,000 (about one-third of the total) application packages received from Womply. These reviews were done by employees trained in PPP requirements and BSA compliance (including fraud prevention). Obviously, Benworth did not duplicate Womply's technological controls—a primary purpose of working with Womply was to access and rely on its technological tools. But in the manual reviews, Benworth personnel were instructed to—and did—review the whole application package to determine if Womply's technological controls were working well. For instance, Benworth personnel reviewed completion reports for identity-verification checks to compare the pictures in the applicants' selfies and their government-issued IDs. Similarly, following specific instructions, Benworth personnel conducted independent review of the applicants' tax records to confirm that they appeared legitimate, were the type permitted under PPP regulations, and supported the applicants' loan amount calculations.

Benworth's manual reviews uncovered many incomplete or suspicious PPP applications that it then rejected. And Benworth likewise confirmed no red flags in many PPP applications received from Womply. As discussed above, Benworth was in constant communication with Womply to discuss questions or flaws connected to Womply's controls and to provide other important feedback. Benworth grew concerned when complaints rose in the final weeks of PPP. While the number of complaints received and investigated by Benworth was under 2% of the total PPP loans referred by Womply, Benworth took these complaints seriously and sought to remedy all problems.¹¹ To date, Benworth has flagged and reported to government authorities roughly 4,000 potentially suspicious PPP loans.

Benworth was not prohibited from utilizing Womply to check eligibility verification and spot fraud. Benworth also exercised reasonable, diligent oversight of Womply's services. As SBA officials have acknowledged, speed was *the* priority and fraud prevention rules were unclear.¹² In other words, Benworth acted prudently and responsibly in very uncertain times in the midst of an economic calamity for millions of Americans.

¹¹ This percentage is similar to the total percentage of loans identified by the SBA's OIG as being potentially fraudulent loans identified. SBA-OIG Report, *supra* note 2 at app. C ("Although the volume of [complaints] may have been unprecedented, the volume of PPP loans made by the SBA was also unprecedented").

¹² See *supra* notes 2, 8-9.

3. How many PPP loan applications did Benworth receive from Womply for onward submission to the SBA?

Benworth's Response:

Among other items, Womply's *Fast Lane* platform stored PPP applications rejected by Benworth in which the SBA never assigned a loan number. As advised in response to information request 1, Womply terminated Benworth's access to *Fast Lane* around July 2021. Benworth did not have copies of the PPP applications without SBA numbers when this occurred. But to the best of its recollection, Benworth estimates that the total number of such applications ranged from 85,000 to 100,000. The PPP applications without SBA numbers are part of the total number of applications received from Womply, and thus our response is based on our best estimate (not an exact count).

Taking into account this estimate plus PPP applications that were submitted to the SBA and other rejected applications which had assigned SBA numbers, Benworth estimates that it received a total of 423,782 to 438,782 PPP applications from Womply.

- a. How many of these loan applications received a manual review by employees of Benworth to verify eligibility or to identify fraud?

Benworth's Response:

The exact number of PPP applications that received a manual review to verify eligibility or to identify fraud is hard to estimate.

First, Benworth did not track PPP applications that were reviewed before funding and then approved. These applications were part of the larger group of approved applications that Benworth tracked, but which also included PPP applications approved without review.

Second, while there are records of PPP applications that were reviewed before funding but then rejected, such records (as maintained in the ordinary course of business) are not organized to identify which were rejected for ineligibility, possible fraud, or for being incomplete. These records include the 85,000 to 100,000 PPP applications without SBA numbers stored only in *Fast Lane*, plus approximately 33,000 other PPP applications that do have SBA numbers.

Third, Benworth reviewed 4,351 PPP applications after they were approved and funded.

- b. How many of these loan applications were rejected, denied, or not submitted to the SBA at the direction of Benworth employees and due to suspicion of fraud or ineligibility? Please exclude incomplete applications from this total.

Benworth's Response:

As explained above, records of PPP applications Benworth reviewed before funding but then rejected are not organized to identify which were rejected for ineligibility, possible fraud, or for being incomplete. This concerns both the records in Benworth's possession for approximately 33,000 PPP applications with SBA numbers, as well as the records of 85,000 to 100,000 PPP applications without SBA numbers stored only in *Fast Lane*.

4. For the below questions, unless otherwise instructed, please provide answers corresponding to the 2021 fiscal year. If necessary to fully answer the below questions, please include information related to parent, holding, and other related entities.

- a. What was the processing fee income generated from Benworth's participation in the PPP?

Benworth's Response:

In the 2021 fiscal year, Benworth's income corresponding to PPP-loan fees was \$361,773,377.50.

- b. What was Benworth's total revenue from operations? How did this compare to the 2020 fiscal year?

Benworth's Response:

In the 2021 fiscal year, Benworth's total revenue from operations was \$402,889,450.99. In the 2020 fiscal year, Benworth's total revenue from operations was \$4,024,186.

- c. What amount of Benworth's total revenue from operations was a result of Benworth's participation in the PPP?

Benworth's Response:

In the 2021 fiscal year, \$399,791,746.96 out of a total revenue from operations of \$402,889,450.99 resulted from Benworth's participation in the PPP.

- d. What was Benworth's net operating income before taxes? How did this compare to the 2020 fiscal year?

Benworth's Response:

[REDACTED]

- e. What were Benworth's total operating expenses, including general administrative expenses and salaries/wages? How did this compare to the 2020 fiscal year?

Benworth's Response:

[REDACTED]

- f. What were Benworth's operating expenses as a percentage of total revenues? How did this compare to the 2020 fiscal year?

Benworth's Response:

[REDACTED]

- g. What was the dollar value of employee and management bonus expense incurred by Benworth? How did this compare to the 2020 fiscal year?

Benworth's Response:

In the 2021 fiscal year, Benworth incurred \$5,255,844.52 in employee and management bonuses. In the 2020 fiscal year, Benworth incurred \$133,218.75 in employee and management bonuses.

5. If necessary to fully answer the below questions, please include information related to relevant parent, holding, and other related entities.
- a. How many total employees did Benworth have in 2020 and in 2021?

Benworth's Response:

In 2020, Benworth had 31 employees. In 2021, Benworth had 52 employees.

- b. How many Benworth employees were dedicated full time and exclusively to AML, BSA, eligibility verification, or fraud compliance, including those employed full time to prevent, detect, or investigate potential fraud, broken up month by month, from January 2019 to October 2021?

Benworth's Response:

As kept in the ordinary course of business, Benworth's records are not organized to identify the information requested. From these records however, we infer that, per month, Benworth had approximately 6 employees exclusively dedicated to compliance in 2019, 18 in 2020, and 24 in 2021.

- c. What were the total budgets for, and amounts allocated to, AML, BSA, eligibility verification, and fraud compliance at Benworth in 2019, 2020, and 2021, excluding amounts budgeted or allocated to third party contractors? Please include a breakdown of these expenses.

Benworth's Response:

As kept in the ordinary course of business, Benworth's records are not organized allowing identification of the information requested. If third parties' services are excluded, Benworth's main compliance resource and expense were its employees. Benworth allocated \$473,695.25 to payroll expenses in 2019, \$740,553.98 in 2020, and \$1,254,169.15 in 2021. Many Benworth employees performed eligibility verification or compliance work during PPP but not on a full-time basis. Salaries and related payments to these employees would certainly be expenses allocated to compliance, but just partially. And there is no information we have identified to determine what portion corresponded to eligibility verification or compliance work (as opposed to other, non-compliance work).

6. What was the total dollar amount of the disbursements, payouts, or other payments that were made to Benworth and its parent/holding company shareholders, executives, or owners in 2020, 2021, and 2022?

Benworth's Response:

Benworth President Bernardo Navarro is the sole shareholder of the company. As such, all profits ultimately flow to him. Please note, however, that because of the dispute with Womply concerning PPP fees, a major portion of Benworth's PPP income is under discussion and may ultimately change depending on the outcome of such dispute.

B. Documents

Pursuant to the April RFI, we issued a document production to you on May 10, 2022. That production contained documents Bates stamped BWSSCCResp0000001 to BWSSCCResp0000033. And now pursuant to the July RFI, we hereby produce documents Bates stamped BWSSCCResp0000033 to BWSSCCResp0000052. This production includes all records in Benworth's possession, custody, or control we have been able to identify concerning document request 3 in the July RFI. Please note that we have not waived any applicable privileges. As such, any production or disclosure of privileged materials is inadvertent. And on behalf of Benworth, we hereby certify that (i) a diligent search has been completed of all documents in Benworth's possession, custody, or control that reasonably could contain responsive material; and (ii) all responsive documents located during the search have been produced to the Select Subcommittee.

As to document request 1 in the July RFI, Benworth is not in possession, custody, or control of responsive records.

Regarding document request 2 in the July RFI, when we spoke with your staff on July 22nd, we agreed that for the time being, we will provide the following information in lieu of responsive records:

- a. As stated in response to information requests 3 and 3.a above, we estimate that Womply referred a total of 423,782 to 438,782 PPP applications to Benworth, and we estimate that Benworth personnel conducted manual reviews of at least 122,351 of these applications to, among other things, verify eligibility or to identify fraud. Further, we estimate that at least 118,000 of the PPP applications in question were reviewed before the loan was funded, and 4,351 of them after the loan was funded.
- b. As advised in our responses to information requests 1 and 2 above, all PPP applications referred by Womply were subject to manual review before funding during the first five weeks of the relationship. When Benworth began reviewing only a sample size, the PPP applications subject to manual review were randomly selected. Lastly, the PPP applications that were reviewed post-funding were selected after Benworth received either a complaint or subpoena in relation to them.
- c. We also explained in our responses to information requests 1 and 2 how these PPP applications were reviewed. Benworth personnel was instructed to review the whole application package (including PPP forms and supporting documents) received from Womply to ensure completion, eligibility, and that the applicant passed Womply's fraud-prevention controls, among others.

If you have any questions or issues related to this matter, please contact us.

Sincerely yours,



Wifredo A. Ferrer

cc: Brandon White (Brandon.White@mail.house.gov)
Jennifer Gaspar (Jennifer.Gaspar@mail.house.gov)
Molly Claflin (Molly.Claflin@mail.house.gov)
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August 31, 2022

VIA EMAIL ONLY TO CCs

Hon. James E. Clyburn, Chairman
Select Subcommittee on the Coronavirus Crisis
United States House of Representatives
2157 Rayburn House Office Building
Washington, D.C. 20515

Re: Response to July 1, 2022 Letter

Dear Chairman Clyburn:

As you know, Locke Lord LLP represents Harvest Small Business Finance, LLC ("Harvest") in connection with its response to the Subcommittee's letter of July 1, 2022. We are writing to respond to Information Request Nos. 2 and 4-6. Furthermore, we write to inform you that we plan to produce additional responsive documents tomorrow, September 1, and will continue rolling productions thereafter, pursuant to our discussions with Laura O'Neill.

2. *In what way and to what extent did Harvest rely on the automatic checks, Know Your Customer (KYC) management, bank and tax document analysis, and anti-fraud measures undertaken by Womply when determining whether Harvest would submit a PPP loan application to the Small Business Administration (SBA) for approval and funding?*

As Harvest explained in its August 2, 2022 letter providing its response to Information Request No. 1, in order to meet the increased demand for PPP loans created by the expansion of the changes made to the PPP Program in 2021, as well as meet Congress' and the SBA's goal of "provid[ing] relief to small businesses and their employees and expand[ing] access to the PPP" (86 Fed. Reg. 13,154 (Mar. 8, 2021), Harvest entered into a contractual relationship with Oto Analytics, Inc. d/b/a Womply ("Womply") whereby Womply acted as a "Referral Agent" and simultaneously provided the use of its technology platform, known as "Fastlane," to expedite the processing of loan applications and refer complete applications from eligible borrowers to Harvest.

Womply demonstrated that its process met the Program's requirements. Womply indicated that it was working directly with Bill Briggs, head of the Paycheck Protection Program at the SBA, to ensure the Fastlane program was meeting all of the SBA's requirements. In addition, Womply assured Harvest that it would only refer to Harvest complete applications that Womply's platform had confirmed were for eligible borrowers. Womply, both to Harvest and publicly, represented it was capable of performing this service because of its close association with the SBA.¹

Notwithstanding Womply's assurances and the SBA's apparent endorsement of Womply's platform, Harvest still performed its own reviews of many applications it received from Womply to ensure borrower eligibility and to identify potentially fraudulent applications. At the inception of Harvest's relationship with Womply, Harvest's processors and management reviewed a sample set of each batch of loans Harvest submitted to the SBA for review and approval to ensure that the documents required by the SBA were included in the applications it was receiving.

Harvest also identified "patterns" of ineligible or potentially fraudulent applicants and applications. For instance, during its manual review of loan files, Harvest became aware that applications were being submitted with Employer Identification Numbers ("EIN") that did not match the stated year of formation of the applicant business. Harvest then identified applications containing this discrepancy, stopped those applications from being processed if they had not already been submitted or funded, and alerted the SBA Office of Inspector General ("OIG") (the law enforcement arm of the SBA, Harvest's regulator) to the potential ineligibility and/or fraud. Harvest estimates that it identified thousands of potentially fraudulent applications based on its searches for these kinds of patterns and either canceled or declined them before funding, or immediately alerted the SBA if the application had already been submitted for approval.

In fact, Harvest believes that it identified and reported more ineligible and/or fraudulent applications than if it had simply been performing a manual review of loan applications without identifying and investigating these patterns and connections. Because of the emergency nature of the Program, the minimal documentation required by the SBA for Schedule C borrowers, and the fact that many of the leading indicators of ineligibility and fraud, such as multiple applications fraudulently submitted by the same applicant, were only evident when reviewed in hindsight and/or through the high-level business analytics, even a careful, real-time review of each document submitted with a single application would not always indicate that a borrower may be ineligible or an application may be fraudulent. Thus, Harvest (while processing the high volume of Fastlane applications and adhering to evolving guidance revisions from the SBA) searched for and investigated indicia of fraud by reviewing certain groups of loans in the aggregate.

¹ See PPP Launch- FAQ's with the SBA for Contract workers, <https://www.youtube.com/watch?v=mt8VQXSNCIE> (Jan. 19, 2021); PPP Launch – FAQ's with the SBA for Small Businesses, <https://www.youtube.com/watch?v=DtLAiNbpEes> (Jan. 19, 2021).

4. *For the below questions, unless otherwise instructed, please provide answers corresponding to the 2021 fiscal year. If necessary to fully answer the below questions, please include information related to parent, holding, and other related entities.*

a. *What was the processing fee income generated from Harvest's participation in the PPP?*

Lenders' fees for processing PPP loans were prescribed by the SBA. Pursuant to SBA Procedural Notices 5000-20036 and 2000-20091, for first draw PPP loans processed before December 27, 2020, the SBA paid lenders fees in the following amounts:

- “Five (5) percent for loans of not more than \$350,000;
- Three (3) percent for loans of more than \$350,000 and less than \$2,000,000; and
- One (1) percent for loans of at least \$2,000,000.”

After December 27, 2020, the SBA paid lenders the following amounts for processing first draw PPP loans:

- “Fifty (50) percent or \$2,500, whichever is less, for loans of not more than \$50,000;
- Five (5) percent for loans of more than \$50,000 and not more than \$350,000;
- Three (3) percent for loans of more than \$350,000 and less than \$2,000,000; and
- One (1) percent for loans of at least \$2,000,000.”

Finally, the SBA paid lenders fees for processing all second draw PPP loans in the following amounts:

- “Fifty (50) percent or \$2,500, whichever is less, for loans of not more than \$50,000;
- Five (5) percent for loans of more than \$50,000 and not more than \$350,000; and
- Three (3) percent for loans above \$350,000.”

SBA Procedural Notice No. 5000-20091. “Under 15 U.S.C. § 636(a)(36)(P) and 15 U.S.C. § 636(a)(37)(L), all processing fees [were] based on the balance of the PPP loan outstanding at the time of full disbursement of the loan.”

Based on the above statutory rate structure, Harvest ultimately retained \$319,282,668.92 in fees from the SBA in Fiscal Year (“FY”) 2021. SBA paid Harvest \$1,074,907,943.72 in fees from the SBA for PPP loans for which it was the lender, and, based on its contractual agreement with Womply, a majority of those fees were paid to Womply for the services it provided to Harvest.

b. *What was Harvest's total revenue from operations? How did this compare to the 2020 fiscal year?*

Based on the U.S. Partnership Income Tax Return (Form 1065) for the tax year 2021, Harvest's gross receipts were \$1,165,328,948. Based on the U.S. Partnership Income Tax Return (Form 1065) for the tax year 2020, Harvest's gross receipts were \$65,898,816.

The increase between FY 2020 and FY 2021 is due primarily to the fact that, beginning in January 2021, the Economic Aid Act (“EAA”) expanded PPP with the aim of providing more relief to borrowers that may have been unable to take advantage of the Program in 2020, including businesses with fewer than 20 employees, independent contractors, self-employed borrowers, and sole proprietors, commonly referred to as “Schedule C” borrowers.² In keeping with the goals of the EAA these Schedule C borrowers were often otherwise ignored by the larger financial institutions during the early rounds of funding. Thus, smaller institutions like Harvest played a key role in providing access to PPP funds once Schedule C borrowers became eligible for the Program.

In addition to the expansion of the Program to Schedule C borrowers, the SBA issued an IFR on March 8, 2021, further clarifying that “a Schedule C filer may elect to calculate the owner compensation of its payroll costs ... based on either (i) net profit or (ii) gross income” 86 Fed. Reg. 13,150. As a result of these changes at the beginning of 2021, more borrowers became eligible for loans, and in some cases, loans in larger amounts³. Therefore, demand for loans from all lenders, including Harvest, instantly and significantly increased, and Harvest was expected to process substantially more PPP loans in order to meet the objectives of the EAA.

c. What amount of Harvest’s total revenue from operations was a result of Harvest’s participation in the PPP?

In response to this Information Request, Harvest refers to the information provided in its response to subpart (b), above.

d. What was Harvest’s net operating income before taxes? How did this compare to the 2020 fiscal year?

Based on the U.S. Partnership Income Tax Return (Form 1065) for the tax year 2021, Harvest’s ordinary business income was \$356,593,726. Based on the U.S. Partnership Income Tax Return (Form 1065) for the tax year 2020, Harvest’s ordinary business income was \$29,525,892.

As discussed in response to subpart (b), above, the increase between 2020 and 2021 is due primarily to the fact that, beginning in January 2021, the EAA expanded PPP with the aim of providing more relief to borrowers that may have been unable to take advantage of the Program in 2020, including businesses with fewer than 20 employees, independent contractors, self-employed borrowers, and sole proprietors, commonly referred to as “Schedule C” borrowers.⁴

² Harvest’s August 2, 2022 letter further describes many of the additional changes lenders had to address with the shift in eligibility for Schedule C borrowers in early 2021.

³ In the March 8, 2021 IFR, the SBA noted that “the use of gross income by Schedule C filers may, in some cases, increase the risk of waste, fraud, or abuse, because it will substantially increase the maximum loan amount for relevant applicants, and in some cases an applicant’s gross income may not accurately reflect the extent to which a PPP loan is necessary to support the ongoing operations of the applicant’s business.”

⁴ Harvest’s August 2, 2022 letter further describes many of the additional changes lenders had to address with the shift in eligibility for Schedule C borrowers in early 2021.

In addition to the expansion of the Program to Schedule C borrowers, the SBA issued an IFR on March 8, 2021, further clarifying that “a Schedule C filer may elect to calculate the owner compensation of its payroll costs ... based on either (i) net profit or (ii) gross income” 86 Fed. Reg. 13,150. As a result of these changes at the beginning of 2021, more borrowers became eligible for loans, and in some cases, loans in larger amounts. Therefore, demand for loans from all lenders, including Harvest instantly and significantly increased, and Harvest was expected to process substantially more PPP loans in order to keep up with the intended aims of the EAA.

- e. What were Harvest’s total operating expenses, including general administrative expenses and salaries/wages? How did this compare to the 2020 fiscal year?*

Based on the U.S. Partnership Income Tax Return (Form 1065) for the tax year 2021, Harvest’s total deductions were \$48,090,841. Based on the U.S. Partnership Income Tax Return (Form 1065) for the tax year 2020, Harvest’s total deductions were \$34,041,683.

- f. What were Harvest’s operating expenses as a percentage of total revenues? How did this compare to the 2020 fiscal year?*

In response to this Information Request, Harvest refers to the information provided in its responses to subparts (b) and (e), above.

- g. What was the dollar value of employee and management bonus expense incurred by Harvest? How did this compare to the 2020 fiscal year?*

For FY 2021, Harvest incurred \$1,150,000 in expenses for bonuses paid to employees. For FY 2020, Harvest incurred \$59,500 in expenses for bonuses paid to employees.

- 5. If necessary to fully answer the below questions, please include information related to relevant parent, holding, and other related entities.*

- a. How many total employees did Harvest have in 2020 and in 2021?*

Harvest employed 98 people in 2020, and 119 people in 2021.

- b. How many Harvest employees were dedicated full time and exclusively to AML, BSA, eligibility verification, or fraud compliance, including those employed full time to prevent, detect, or investigate potential fraud, broken up month by month, from January 2019 to October 2021?*

All relevant Harvest employees are trained and required to follow Harvest’s policies relating to Anti-Money Laundering (“AML”), the Bank Secrecy Act (“BSA”) and detecting and preventing fraud. At the inception of Harvest’s participation in the Program, due to the volume of applications Harvest received, virtually every one of Harvest’s employees was dedicated to processing PPP loan applications and detecting and preventing suspected fraud and ineligibility. Throughout this time, Harvest’s employees were working around the clock to process as many eligible applications as possible.

As Harvest's participation in the Program continued, Harvest's loan processors became the employees primarily responsible for processing loan applications and detecting and preventing suspected fraud and ineligibility. During the course of the Program, Harvest employed as many as 20-25 loan processors who were trained for and charged with identifying and preventing suspected fraud and ineligibility. All of the loan processors worked with and reported to Harvest's Fraud Protection Manager, Harvest's Senior Vice President, and ultimately Harvest's Chief Operating Officer, Adam Seery.

In addition to Harvest's own employees, as explained in Harvest's August 2, 2022 letter and above, Harvest relied on Womply and the SBA to detect fraud and ineligibility. Womply demonstrated that the technology it was using could meet the Program's requirements. Womply indicated that it was working directly with Bill Briggs, head of the Paycheck Protection Program at the SBA, to ensure the Fastlane program was meeting all of the SBA's requirements. In addition, Womply assured Harvest that it would only refer to Harvest complete applications that Womply's platform had confirmed were for eligible borrowers. Womply, both to Harvest and publicly, represented it was capable of performing this service because of its close association with the SBA.⁵

Moreover, when applications were submitted to the SBA for final review and approval, the SBA performed its own "Compliance Checks," and, if potential ineligibility, fraud, or abuse was discovered by the SBA, the SBA would issue a "Hold Code," placing the application on hold and alerting Harvest to the potential ineligibility, fraud, or abuse. *See* SBA Procedural Notice No. 5000-20092, Feb. 10, 2021 ("After issuance of the SBA Loan Number, all First Draw PPP Loans made in 2020 were individually screened by an automated tool ... that may indicate non-compliance with eligibility requirements, fraud, or abuse In 2021, before issuance of an SBA loan number, SBA is conducting front-end Compliance Checks on Lender loan guaranty applications for new First Draw PPP Loans and Second Draw PPP Loans using a modified version of the automated screening tool and information from the Department of Treasury Do Not Pay lists.").

- c. What were the total budgets for, and amounts allocated to, AML, BSA, eligibility verification, and fraud compliance at Harvest in 2019, 2020, and 2021, excluding amounts budgeted or allocated to third party contractors? Please include a breakdown of these expenses.*

Due to the speed at which Harvest was required to implement new procedures for detecting and preventing fraud in light of the constantly-evolving rules and guidance surrounding the Program, and the fact that for a significant period during the Program, Harvest dedicated virtually all of its resources to processing PPP loan applications—which included detecting potential fraud and ineligibility—Harvest did not create separate budget line items for the amounts allocated to the activities listed in this subpart.

⁵ *See* PPP Launch- FAQ's with the SBA for Contract workers, <https://www.youtube.com/watch?v=mt8VQXSNCIE> (Jan. 19, 2021); PPP Launch – FAQ's with the SBA for Small Businesses, <https://www.youtube.com/watch?v=DtLAiNbpEes> (Jan. 19, 2021).

The Honorable James E. Clyburn

August 31, 2022

Page 7

6. *What was the total dollar amount of the disbursements, payouts, or other payments that were made to Harvest and its parent/holding company shareholders, executives, or owners in 2020, 2021, and 2022?*

Harvest made a total of \$23,571,000 in distributions in FY2020. Of those distributions, \$16,971,000 was allocated to Medalist Partners Opportunity Master Fund B, L.P., Harvest's majority member, and \$2,200,000 each was allocated to Harvest's other three members.

Harvest made a total of \$350,449,737 in distributions in FY2021. Of those distributions, \$225,367,832 was allocated to Medalist Partners Opportunity Master Fund B, L.P., Harvest's majority member, and \$41,693,968 each was allocated to Harvest's other three members.

All of Harvest's responses herein contain Confidential Commercial and/or Financial Information as defined in Section II of the House Committee on Oversight and Reform's Protocol for the Handling of Sensitive Personal and Commercial Information ("COR Protocol"). As a result, should the Subcommittee plan to publicly disclose any of the Confidential Commercial and/or Financial Information contained herein, Harvest requests that the Subcommittee provides (1) reasonable notice of any planned disclosure; and (2) an opportunity to identify specific concerns or requests for redactions, pursuant to Section II(B) of the COR Protocol, by contacting the undersigned via email. Please do not hesitate to reach out with any questions.

Very truly yours,



Allison M. O'Neil

Encl.

cc:



Wifredo A. "Willy" Ferrer
305-789-7780
Wifredo.Ferrer@hklaw.com

November 21, 2022

VIA EMAIL

The Hon. James E. Clyburn

[REDACTED]

Chairman

Select Subcommittee on the Coronavirus Crisis

House of Representatives

Congress of the United States

2157 Rayburn House Office Building

Washington, D.C. 20515-6143

Dear Mr. Chairman:

As you know, Holland & Knight LLP represents Benworth Capital Partners, LLC ("**Benworth**") in connection with your April 26, 2022 request for information (the "**April RFI**") and your July 1, 2022 request for information (the "**July RFI**"). As stated therein, the April RFI and the July RFI relate to the Select Subcommittee¹ investigation into potential waste, fraud, and abuse in PPP loans facilitated by FinTech companies.

This letter responds to a November 14, 2022 email communication from Molly Claflin of your office where she stated that, among other things, "the Select Subcommittee is considering releasing some of the information and documents provided to the Select Subcommittee by Benworth." (the "**November 14th Email**"). See November 14th Email attached as Exhibit "A."

With limited exceptions, Benworth does *not* object to the Select Subcommittee publicly releasing the information and documents identified in the November 14th Email.

That said, we respectfully request that the Select Subcommittee redact and/or remove the following items from our materials:

- The names [REDACTED] and [REDACTED] from Benworth's August 5, 2022 letter to you (the "**August 5th Letter**"). [REDACTED] are private citizens who should not be publicly identified.

¹ All capitalized terms herein shall have the same definitions as stated in the April RFI and the July RFI and our responses thereto.

- Benworth’s responses in the August 5th Letter to items 4(d), 4(e) and 4(f).² After August 5th, a Transfer Pricing Analysis was concluded. That analysis revealed that 86% of the work to process and service PPP loans was performed through Benworth’s Puerto Rico affiliate, Benworth Capital Partners PR, LLC.³

In addition, we request that Congress instruct the Small Business Administration (“SBA”) to investigate Womply’s conduct connected to the Benworth relationship. Pursuant to the Lender and Development Company Loan Programs,⁴ the SBA committed to investigate any complaint concerning fees charged in connection with an SBA program like PPP.

Established in 2008, Benworth is a minority-owned and licensed mortgage lender/servicer in the State of Florida that the SBA and U.S. Treasury approved to make PPP loans on April 21, 2020. Benworth was approved during PPP’s second round when Congress provided more funds to PPP.

While Benworth has always been a lender, the company was new to SBA lending and associated regulations. Under the extraordinary circumstances related to PPP’s creation and roll out (including the fact that it was a program that was new to the SBA and that was experiencing frequent changes in parameters), Benworth ramped up and began administering loans properly in a short amount of time. Without Benworth, a large number of borrowers—many borrowers of whom were minority borrowers—may not have stayed afloat. And to help manage the growing number of PPP loan applications, Benworth contracted with Womply for assistance in preparing applications (e.g., loan packaging, loan referrals, background checks and underwriting).

Benworth and Womply signed an agreement in February 2021. But in April 2021 and by taking advantage of its superior bargaining position, Womply changed the terms of the agreement and masked the lender service provider (“LSP”) relationship the companies enjoyed. The most current terms of the relationship between Benworth and Womply were set forth in the amended agreement, dated April 14, 2021. The agreement is divided into three parts: (1) the Amended and Restated PPP Loan Referral Agreement; (2) the Womply Developer Order Form; and (3) the Womply Master Developer Agreement (collectively, the “**Womply Agreements**”).

The Amended and Restated PPP Loan Referral Agreement states that Benworth was to pay Womply a “Referral Fee” of 1% of each PPP loan Womply referred to Benworth. In addition, the Womply Developer Order Form called for Benworth to pay Womply an “API Fee” of \$250.00 for each funded PPP loan Womply referred to Benworth, and a tier-based “Technology Fee” that could be as much as 80% of the lender processing fees Benworth received from the SBA for PPP loans.

² For clarity, items 4(d), 4(e) and 4(f) are our responses to your questions concerning net operating income, total operating expenses and operating expenses as a percentage of total revenues.

³ This company is a licensed lender/servicer organized under the rules of the Nationwide Multistate Licensing System (“NMLS”) and the laws of the Commonwealth of Puerto Rico.

⁴ D(6)(f) of Chapter 5 of SOP 50 10 6 (p. 185).

In total, the Womply Agreements provided that Benworth was to pay Womply more than 90% of the total fee collected. This violates SBA regulations which placed a cap on the fees an agent could earn from a lender.

Further, the attached emails show that Benworth made no money, and may even owe Womply money, on 40,563 loans. See emails attached as Exhibit "B." This exchange shows Womply's hard-hearted, callous strategies, putting its business friend in an uncompromising and untenable situation. And as you know, Womply's Cory Capoccia obtained a \$2,479 PPP loan through Benworth after earning billions in PPP loan fees. Capoccia's loan is one example of a loan where Benworth earned no money. According to Womply's interpretation of the contract, Benworth would owe Womply \$2.10 after funding Capoccia's ill-gotten loan. This is outrageous and disgraceful.

The Interim Final Rule provides, in relevant part, that the "total amount that an agent may collect from the lender for assistance in preparing an application for a PPP loan (including referral to the lender) may not exceed" 1% for loans not more than \$350,000. Of the more than 300,000 PPP loans that were referred and packaged by Womply to Benworth (which represents more than two-thirds of all PPP loans funded by Benworth), all were under \$350,000.

Benworth thus asks Congress to instruct the SBA to investigate whether Womply may retain all of the monies in fees already paid by Benworth and whether Womply is entitled to any additional compensation under these circumstances. Benworth also asks the SBA to investigate whether Womply's compensation for services provided to Benworth under the Womply Agreements are subject to the limits on agent fees set by the Interim Final Rule. These matters are within the SBA's jurisdiction.⁵

If you have any questions or issues related to this matter, please contact us.

Sincerely yours,

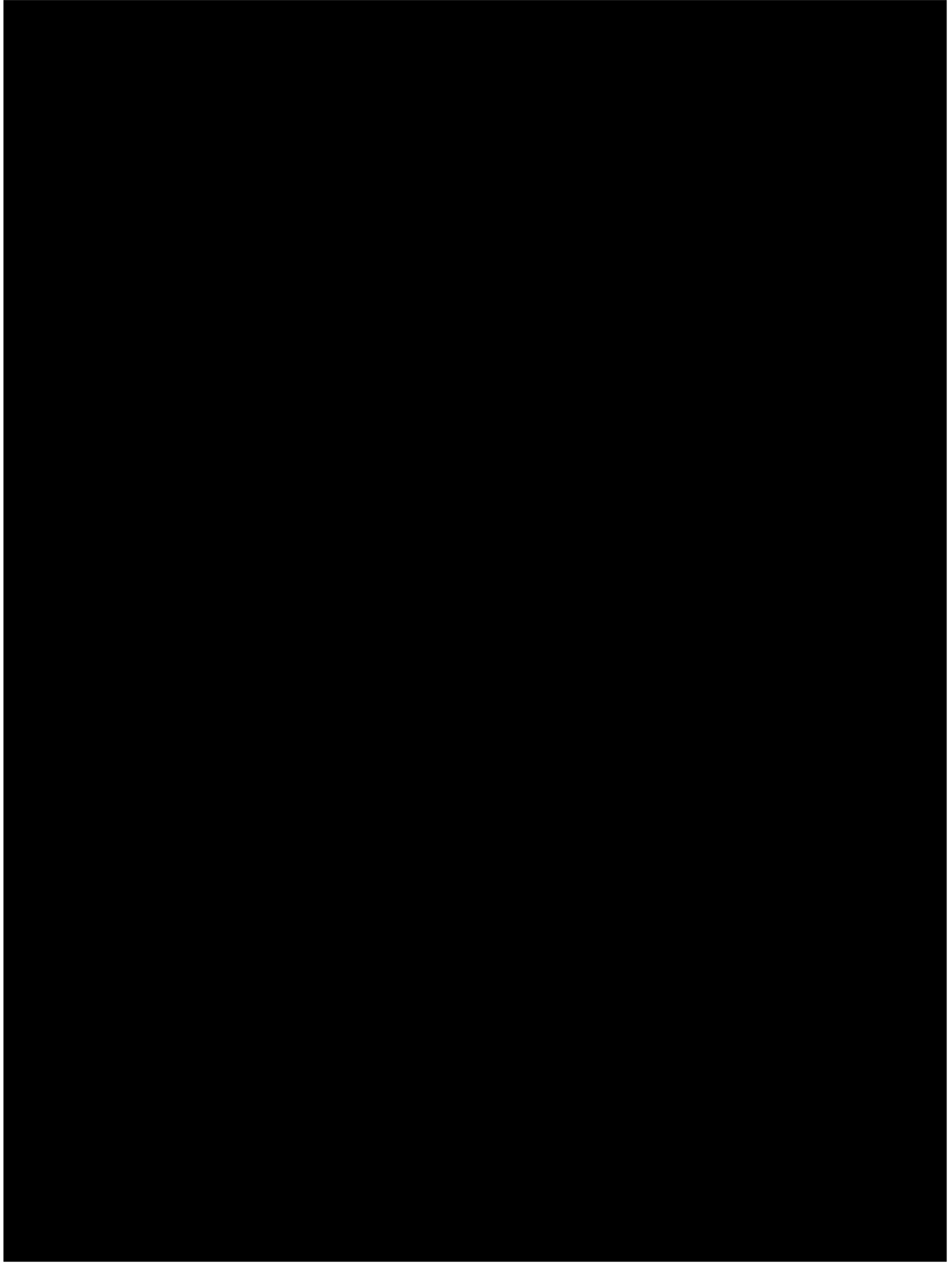


Wifredo A. Ferrer

cc:

[REDACTED]
Michael E. Hantman (michael.hantman@hklaw.com)
Marcelo Ovejero (marcelo.ovejero@hklaw.com)

⁵ Section 9 of the Amended and Restated PPP Loan Referral Agreement states that "SBA Regulations" control the relationship between Benworth and Womply.



To: [REDACTED]@womply.com]
From: Bernie Navarro [REDACTED]@BenworthCapital.com]
Sent: Thur 7/1/2021 6:47:04 PM (UTC-04:00)
Subject: CONGRATULATIONS!

Exhibit "B"

Esteemed Cory:

CONGRATULATIONS ON A SUCCESSFUL FINISH!

Let me preface this email by stating that I am overcome with joy that we were able to fulfill our mission in helping over **301,708** (possibly more) small businesses through this pandemic. As a small minority owned firm, it has been the honor of a lifetime to be put in a position to help all these companies across the country. For that, I am blessed and will forever be grateful.

We have been pushing Colson to update the 1502 so we can quickly distribute more of the fee income. Let's see what happens in the next couple of days.

But in an effort to get you compensation quickly to cover some of your overhead, I would like to bring up a segment of the population that we helped. There are approximately 40,563 loans that Benworth will contractually make less than \$250 per file (on some we literally owe you money). That is approximately 13% of our production volume. When I foresaw that this was a problem due to the reengineered contract you quickly pointed out that we needed to make some of these small loans for the betterment of the program. You even mentioned it would be nominal set of loans in this segment. That was obviously not the case. As a result of this discussion, my belief was that we would ultimately be compensated adequately and agreed to move forward knowing you and I would come to a fair agreement, and not be put in a position where only you would be compensated for these loans and we would be at a loss. This situation put us in a vulnerable position that we will lose money on these particular loans when we factor processing, overhead, liability and forgiveness.

It is unfortunate that some of your approved lenders took their grievances to the NYT last weekend and called this particular situation "disturbing and disgusting." To make matters worst, the NYT made OUR company look bad by trying to make the others look good. I was taught that if we have an issue we air it out and not try to go behind each other's back.

As mentioned above, the time has arrived for us to agree to a compensation split that is both adequate and fair for both of us. We believe a fair split on these particular loans should be at the rate of our other loans-\$500. This will leave us in a better position, one where we will not be subject to the losses as explained above, while still allowing for just and plentiful compensation to your company as you will see below.

There are 40,563 loans with total outstanding fees of \$42,555,854 in this segment. At the \$500 distribution per loan, that would bring your portion to \$22,274,354 and our portion to \$20,281,500. If you agree, we could immediately release these funds to you.

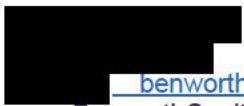
Let me know your thoughts.

Continued success,

Bernie Navarro
[REDACTED]



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To: Bernie Navarro [REDACTED]@benworthcapital.com]
Cc: [REDACTED]@benworthcapital.com]
From: Cory Capoccia [REDACTED]@womply.com]
Sent: Tue 7/13/2021 8:53:12 AM (UTC-04:00)
Subject: RE: Payment status update

Hi Bernie,

We have considered your request and unfortunately we cannot agree to it.

With respect to the approximately 40,563 loans listed in the “pending” column of the worksheets you sent us, there does not appear to be any dispute over how to calculate Womply’s fees for those loans or any dispute that such fees are now past due. Also, there is nothing in our contract that allows Benworth to withhold fees for a particular loan if it does not make a minimum profit on that loan. As I said before, while Benworth may make more on some loans than on others, Benworth has received substantial fees on the over 300,000 PPP loans it funded in the aggregate. That would not have been possible without Benworth’s use of Womply’s technology platform, and the fees that Benworth has been withholding from Womply are for the use of that platform.

I’m sorry if you believed that we would negotiate some kind of alternative fee structure for some of the small loans that Benworth funded. However, I don’t know where that belief could have come from, because we never discussed that possibility. It was always our intention to follow the terms of our contracts. Also, if Benworth was concerned about not making enough of a profit on some of the smaller loans, it could have chosen not to fund those loans.

Benworth has been a great partner and, for that reason, we will not insist on Benworth paying any of the interest that has been accruing under our agreements on these late fees, so long as Benworth confirms by July 14 that it will promptly pay Womply all of the fees it has been withholding. We have no interest in escalating this matter and hope we can resolve this amicably.

Thanks,

Cory Capoccia

To: Cory Capoccia [REDACTED]@womply.com]
From: Bernie Navarro [REDACTED]@BenworthCapital.com]
Sent: Wed 7/14/2021 10:32:18 AM (UTC-04:00)
Subject: RE: Payment status update

Cory,

I am saddened to hear about your decision and the tone of your email.

I take exception to your email on various fronts. More particularly you state, *"if Benworth was concerned about not making enough of a profit on some of the smaller loans, it could have chosen not to fund those loans."* As a mission based minority owned firm, we take our role in this pandemic very seriously. Our role was to save small businesses, the fabric of our Country, from collapse. Therefore, not funding some of these loans because of size would have run contrary to our ideals and principles - not to mention our contractual relationship with the SBA. Therefore your notion of picking only profitable loans was a nonstarter for us. All loans were important to us!

You also state that the amount of loans we closed, *"would not have been possible without Benworth's use of Womply's technology platform..."* While some of this might be true, please do not forget that we needed each other to attain the level of success we did. Before making such a statement, you should remember why you chose to partner with us on this endeavor in the first place: our license, trained lending personnel, banking relationships and credit line from our bank and the Federal Reserve Bank just to name a few. Some of your other lenders caved and were not able to handle the volume while having some of the same key ingredients. We stood by you loyally and faithfully to ensure we were lock step in managing the pipeline and funding loans. The self-importance in stating that it was solely the technology serves nobody well in our communications.

Cory, let me reiterate that your team had agreed to get back to these loans and our intent was to hold you to it. Your changing the facts of what occurred serves no one well and I caution you to take note of that. Furthermore, and most importantly, is that you are confusing what is actually occurring. We are in no way trying to renegotiate loans for which we are making a minimum profit or no profit at all – we are simply trying to finalize our agreement, as we had agreed to, on these loans where you want us to operate at a loss. Plain and simple. In the fog of funding this massive amount of loans in a such a short period, as I reminded you before, we agreed to continue with the loans but always with the intention on getting back to them and finalizing the terms as to how the fees would be calculated. We are actually the ones trying to resolve this amicably, but based on your decision it has become clear that you do not want to do so and solely acting in your financial best interests at our detriment.

We will not be able to get to this today. Give us a couple of days to review this and we will get back to you.

Respectfully,

Bernie Navarro
[REDACTED]



Sunset International Center
7000 SW 97th Ave
Suite 201
Miami, FL 33173

[REDACTED]
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**Paycheck Protection Program****PPP Loan Forgiveness Application Form 3508S Revised July 30, 2021****A BORROWER MAY USE THIS FORM ONLY IF THE BORROWER RECEIVED A PPP LOAN OF \$150,000 OR LESS**

Business Legal Name ("Borrower")		DBA or Tradename, if applicable	
Cory Capoccia		Cory Capoccia	
Business Address	NAICS Code	Business TIN (EIN, SSN, ITIN)	Business Phone
[REDACTED]	522220	[REDACTED]	[REDACTED]
		Primary Contact	E-mail Address
		Cory	[REDACTED]

com

☐ First Draw PPP Loan ☒ Second Draw PPP Loan (check one)SBA PPP Loan Number: **4874638807**Lender PPP Loan Number: **4874638807**PPP Loan Amount: **\$2,479.00**PPP Loan Disbursement Date: **04/16/2021**

Amount of PPP Loan Increase (if applicable): _____ Date of PPP Loan Increase (if applicable): _____

Employees at Time of Loan Application: **1** Employees at Time of Forgiveness Application: **1**Covered Period: **04/16/2021** to **06/10/2021**Amount of Loan Spent on Payroll Costs: **\$2,479.00** Requested Loan Forgiveness Amount: **\$2,479.00****By Signing Below, You Make the Following Representations and Certifications on Behalf of the Borrower:**The Authorized Representative of the Borrower certifies to all of the below by **initialing** next to each one.
☒

The Borrower has complied with all requirements in the Paycheck Protection Program Rules (Sections 7(a)(36), (7)(a)(37), and 7A of the Small Business Act, the PPP interim final rules, and guidance issued by SBA through the date of this application), including the rules related to:

- eligible uses of PPP loan proceeds;
- the amount of PPP loan proceeds that must be used for payroll costs (including proprietor expenses for Borrowers that applied for loans using SBA Forms 2483-C or 2483-SD-C);
- the calculation and documentation of the Borrower's revenue reduction (if applicable); and
- the calculation of the Borrower's Requested Loan Forgiveness Amount.

Information regarding these requirements may be found in the Form 3508S Instructions and the Paycheck Protection Program Rules.

☒

The information provided in this application is true and correct in all material respects. I understand that knowingly making a false statement to obtain forgiveness of an SBA-guaranteed loan is punishable under the law, including 18 U.S.C. 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 U.S.C. 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a Federally insured institution, under 18 U.S.C. 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.

Following submission of this forgiveness application, the Borrower must retain all records necessary to prove compliance with Paycheck Protection Program Rules for four years for employment records and for three years for all other records. SBA may request additional information for the purposes of evaluating the Borrower's eligibility for the PPP loan and for loan forgiveness, and the Borrower's failure to provide information requested by SBA may result in a determination that the Borrower was ineligible for the PPP loan or in a denial of the Borrower's loan forgiveness application.

The Borrower's eligibility for loan forgiveness will be evaluated in accordance with the Paycheck Protection Program Rules. SBA may direct a lender to disapprove the Borrower's loan forgiveness application if SBA determines that the Borrower was ineligible for the PPP loan.

[REDACTED]
Signature of Authorized Representative of Borrower

8/5/2021

Date

Cory

Print Name

Owner

Title



Paycheck Protection Program
PPP Loan Forgiveness Application Form 3508S Revised July 30, 2021

OMB Control No.: 3245-0407
 Expiration Date: 01/31/2022

PPP Borrower Demographic Information Form (Optional)

Instructions

1. **Purpose.** Veteran/gender/race/ethnicity data is collected for program reporting purposes only.
2. **Description.** This form requests information about each of the Borrower's Principals. Add additional sheets if necessary.
3. **Definition of Principal.** The term "Principal" means:
 - For a self-employed individual, independent contractor, or a sole proprietor, the self-employed individual, independent contractor, or sole proprietor.
 - For a partnership, all general partners and all limited partners owning 20% or more of the equity of the Borrower, or any partner that is involved in the management of the Borrower's business.
 - For a corporation, all owners of 20% or more of the Borrower, and each officer and director.
 - For a limited liability company, all members owning 20% or more of the Borrower, and each officer and director.
 - Any individual hired by the Borrower to manage the day-to-day operations of the Borrower ("key employee").
 - Any trustor (if the Borrower is owned by a trust).
 - For a nonprofit organization, the officers and directors of the Borrower.
4. **Principal Name.** Insert the full name of the Principal.
5. **Principal Position.** Identify the Principal's position; for example, self-employed individual; independent contractor; sole proprietor; general partner; owner; officer; director; member; or key employee.

Principal Name		Principal Position
	Select Response Below:	
Veteran	☐ Non-Veteran; ☐ Veteran; ☐ Service-Disabled Veteran; ☐ Spouse of Veteran; ☐ Not Disclosed	
Gender	☐ Male; ☐ Female; ☐ Not Disclosed	
Race (more than 1 may be selected)	☐ American Indian or Alaska Native; ☐ Asian; ☐ Black or African-American; ☐ Native Hawaiian or Pacific Islander; ☐ White; ☐ Not Disclosed	
Ethnicity	☐ Hispanic or Latino; ☐ Not Hispanic or Latino; ☐ Not Disclosed	

Disclosure is voluntary and will have no bearing on the loan forgiveness decision

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 15 minutes. Comments about this time or the information requested should be sent to Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416, and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503. PLEASE DO NOT SEND FORMS TO THESE ADDRESSES.



SMALL BUSINESS ADMINISTRATION
WASHINGTON, DC 20416

**NOTICE OF PAYCHECK PROTECTION PROGRAM
FORGIVENESS PAYMENT**

Borrower: Cory Capoccia
Lender of Record: Benworth Capital
SBA Loan No.: 4874638807
Loan Approval Date: 04/16/2021
Loan Disbursement Amount: \$ 2,479.00

Amount of Forgiveness Requested by Lender: \$ 2,479.00
Forgiveness Amount Remitted: \$ 2,479.00 in principal and \$ 8.90 in interest
Forgiveness Payment Date: 08/25/2021

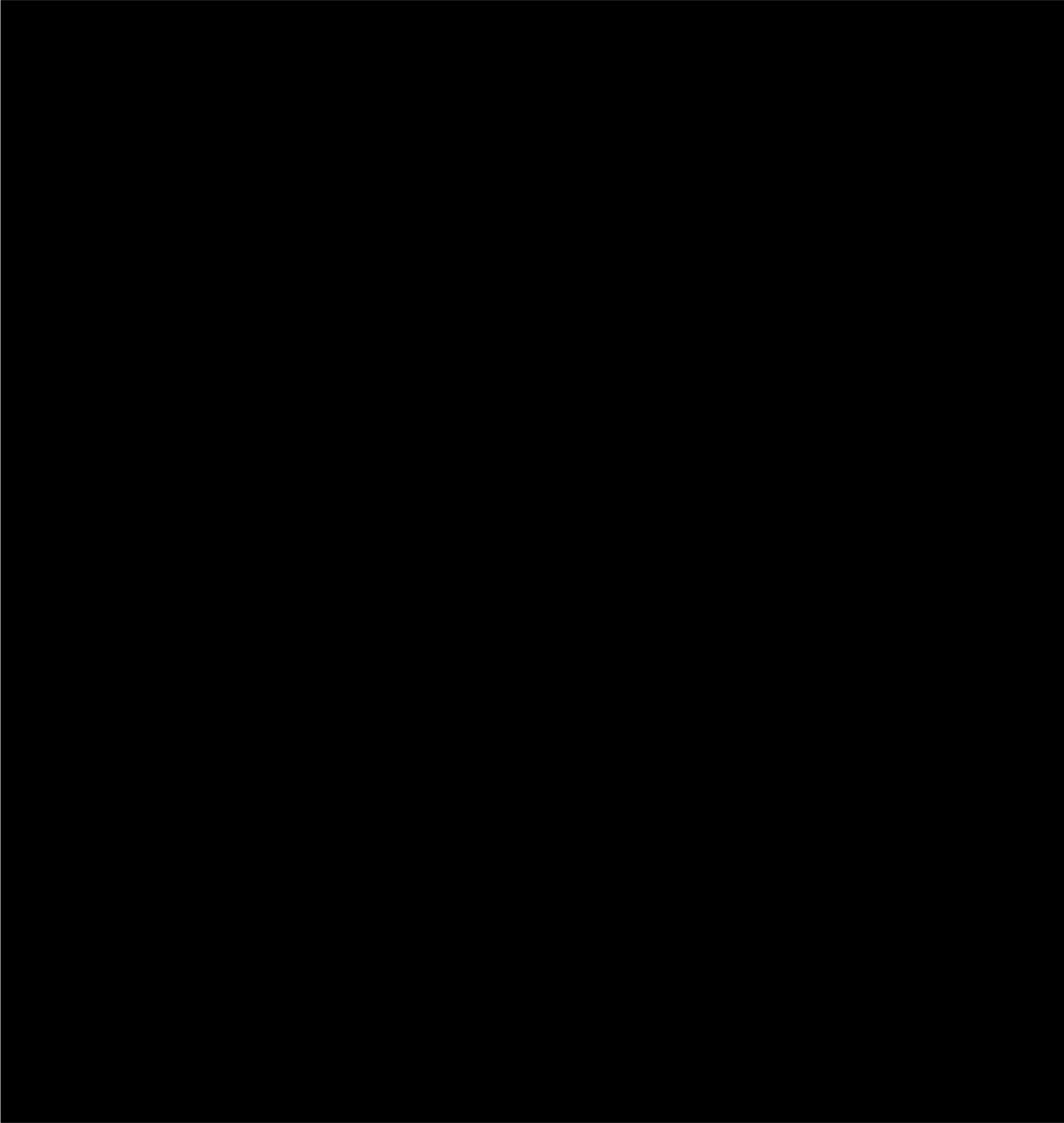
As authorized by Section 1106 of the CARES Act, SBA has remitted to the Lender of Record the payment listed above for forgiveness of the Borrower's Paycheck Protection Program (PPP) loan.

If any balance remains on the PPP loan after application of the forgiveness payment, the Lender must notify the Borrower of the date on which the first payment is due, and the loan must be repaid by the Borrower on or before the maturity date.

For loans of \$150,000 and less [except for those borrowers that together with their affiliates received loans of \$2 million or greater], the borrower must retain records relevant to the loan forgiveness application that prove compliance with the requirements of Section 7(a)(36) and Section 7A of the Small Business Act—with respect to employment records, for the 4-year period following submission of the loan forgiveness application, and with respect to other records, for the 3-year period following submission of the loan forgiveness application.

For loans greater than \$150,000, the Borrower must retain all records relating to the Borrower's PPP loan for six years from the date the loan is forgiven or repaid in full.

THIS DOCUMENT IS A NOTICE OF PAYMENT ONLY. ISSUANCE OF THIS NOTICE OF PAYMENT DOES NOT PROVIDE THE BORROWER WITH A RIGHT TO APPEAL TO THE SBA OFFICE OF HEARINGS AND APPEALS.



From: [REDACTED]
Sent: Monday, May 10, 2021 6:14 PM
To: Toby Scammell [REDACTED]@womply.com>; Cory Capoccia [REDACTED]@womply.com>
Subject: RE: FRAUD ACTION PLAN

SENT VIA EMAIL & CERTIFIED US MAIL

Gentlemen:

Thank you for connecting with me today.

We met internally and our concerns remain the same. The new enhancements to your system are good for the loans that are to be funded. What happens to the exposure we have with the 240,000 loans that we already funded?

Now we are in a position that we may have more exposure than we originally anticipated which can put our SBA guaranty, our company and our banking relationships in jeopardy. Our liability of losing the guaranty may be \$65 mil if we use 5,000 loans as a low estimate from the 10,000 loans you mentioned that may be tainted with fraud (\$13,000 x 5000 = \$65mil). This is a very high risk for 10% of the fee paid by the SBA (20% - Teslar fee = 10%). Are you willing share this exposure with us? I do not believe that would be in your best interest.

I wholeheartedly believe that instead of asking you for an indemnification, we would be better off with a risk based pricing structure. I kindly ask you consider earning 60% of fee across the board from day 1, which is 10% higher than originally contracted.

This is no different to when your position changed after you had unanticipated marketing expenses that you didn't account for. Cory came to me to restructure the terms of our contract because of the amount of marketing dollars you were spending. I was willing to take the risk with you and be a team player and as such I quickly agreed. Now I am asking you to have the same consideration.

You have my word that I will not share this proposed structure with any other lender. I am willing to sign an iron clad NDA if you would like.

Let me know when you would like to discuss.

Sincerely,

[REDACTED]



Sunset International Center
7000 SW 97th Ave
Suite 201
Miami, FL 33173

[REDACTED]
305-445-5232 fax

[REDACTED]@benworthcapital.com
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From: [REDACTED]
Sent: Monday, May 10, 2021 8:59 AM
To: 'Toby Scammell' [REDACTED] <[REDACTED]@womply.com>
Cc: 'Cory Capoccia' [REDACTED] <[REDACTED]@womply.com>
Subject: FRAUD ACTION PLAN

SENT VIA EMAIL & CERTIFIED US MAIL

Esteemed Toby:

We hereby regret to inform you that effective immediately Benworth Capital Partners, LLC is not going to continue with the services provided by your company and will stop funding loans referred by your company because of the rampant fraud that you have discovered. By means of this letter we request that you cooperate with us in smoothly transitioning all non-funded loans to another SBA Lender.

It has become apparent from your communication on Thursday, May 7, 2021 that Womply misrepresented (either willfully or negligently) its ability to perform as agreed to. Unfortunately, Benworth Capital, as the lender, has not been privy to your communications with the SBA and the OIG. Therefore, we do not know the gravity of this problem or if your actions to remedy this problem are enough to minimize liability on our part. Over the last several days, it has become clear that the services promised by Womply, have not only not been provided, but have also placed our company in a very bad predicament due to the high likelihood of fraud involved in many of the referred loans from your company. We relied on the promises and representations made by Womply, as to the validity and legality of the referred loans, when we entered into the agreement, yet it has become clear with Thursday's communication that Womply is unable to perform as agreed to. We find ourselves in a position where we are now exposed to a dangerous amount of liability as a result, and do not believe that Womply is capable of assuring us that these new, unproven, last minute procedures will not lead to the potential of even greater liability to both our company, and the SBA.

Toby, I am no one to tell you how to run your company. However, don't you think it is common sense to include us, your lender, in your communication with the SBA and the OIG when this rampant fraud was discovered? Why the secrecy with your lending partner? We hereby request that you provide us with all your communications with the SBA which led to the need for your sudden changes in the way referred loans would be screened. We would then like to have a meeting with you, the SBA and OIG to determine the gravity of this situation and if the actions you are now taking are sufficient to curtail this problem. If then, and only then, we are assured that these new procedures are sufficient to curtail the rampant fraud that you are seeing, we **may** resume processing and funding of loans if we enter into a shared risk based compensation model.

As a small minority owned firm we felt honored when we were approved by the SBA and US Treasury Department to be one of the stewards and guardians of the PPP program. We take this charge very seriously and do not want to do anything that would put this cherished and needed program in peril. As a mission based lender, we felt that saving the businesses that make the fabric of our country was a once in a lifetime opportunity. As such, it has been the honor of my career to save over 240,000 businesses.

I look forward to hearing from you and scheduling the meeting with the SBA and OIG.

Respectfully,

[REDACTED]
NMLS 329578



Sunset International Center
7000 SW 97th Ave
Suite 201
Miami, FL 33173



[\[REDACTED\]@benworthcapital.com](mailto:[REDACTED]@benworthcapital.com)
www.BenworthCapital.com

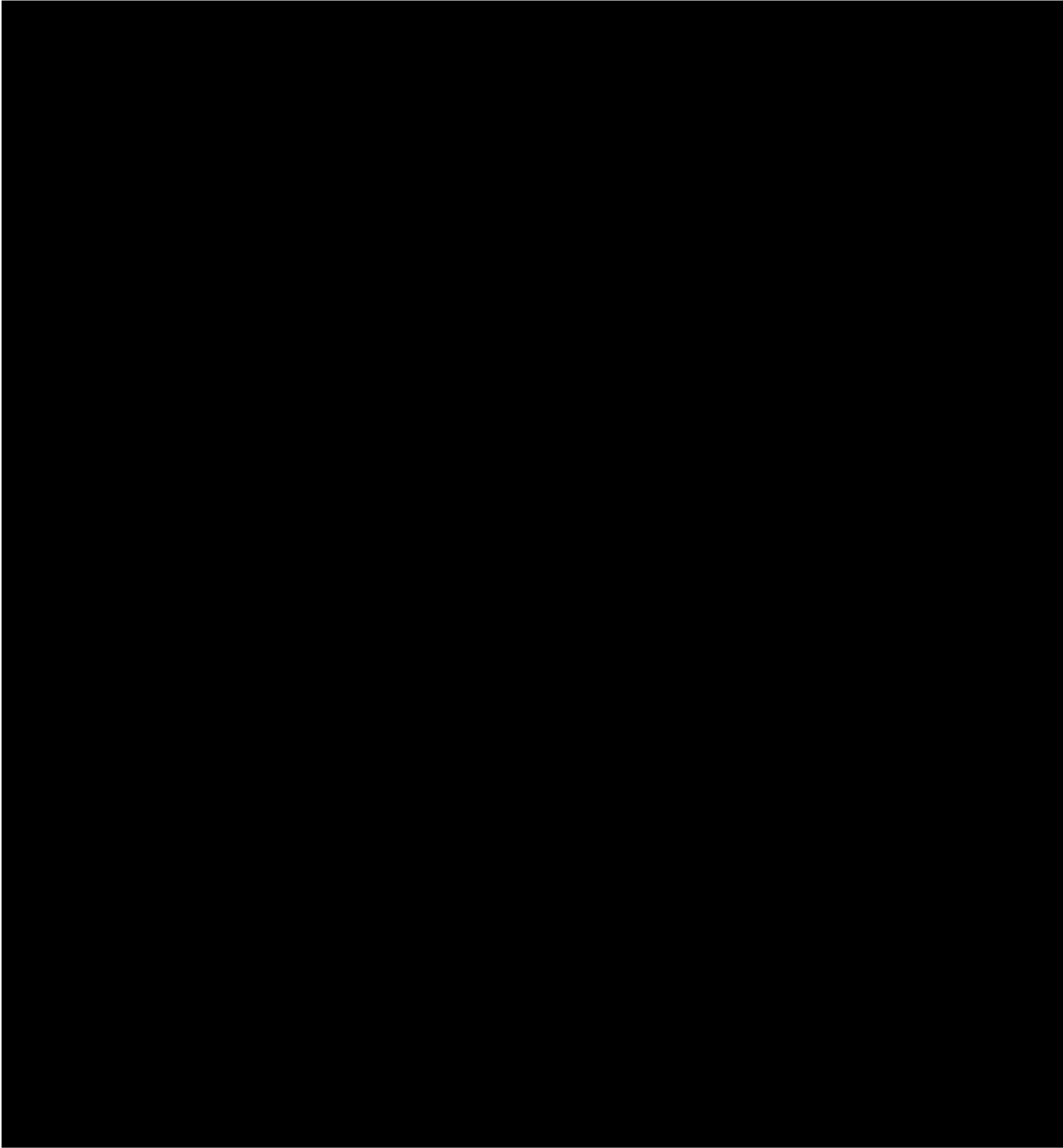
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From: [REDACTED]
Sent: Friday, May 7, 2021 4:31 PM
To: Toby Scammell [REDACTED]@womply.com>
Subject: RE: Benworth Aging - evening May 6

(taking everyone off the chain)

Toby, One of my biggest thrills is to know that we have helped over 200,000 small business save their livelihood. That is our mission and we are fulfilling what we set out to do.

However, I am very very concerned about these new challenges stated below. We are managing our banking relationship very closely because they are anxious with the amount of fraud they are seeing. Bluntly stated, we have been on the brink of being closed 3 times. They have every bank in the US calling Professional Bank when they see suspicious activity as they initiated the ACHs. It has created a lot of friction. That is why I respond to every email that even hints at fraud. I have given our bank assurances that we have every protocol in place to mitigate fraud. Now it seems that may not be the case.

Just yesterday, you sent me an email strongly recommending that we formalize our processes for engaging with government entities and that we should not be responding without a crystal clear understanding of the facts at hand. That had we conducted even the most cursory look at the file, we would have had no reason to doubt our compliance on a loan and especially your processes for that matter. Your 3 minute glance quickly let you determine that there was nothing to worry about on that loan (even though an SBA official and an OIG employee thought so) due to the services performed by Womply and the systems in place. You reminded me of a) the person passing the KYC with no issues (Womply's being "many times more strict than the program rules require"), b) driver's license check, c) selfie, d) database check which looked flawless, and e) when required borrowers are also requested to pass Lexis Nexis KBA as well. All which we agree should be done on every file, and which we expect have been done on all files based on the services we were promised when we entered into an agreement.

To say I was completely surprised by this email sent just 1 day after, would be a huge understatement. You inform me that you are now working with the SBA and freezing accounts due to fraud. That "early last week we moved from sampling approved KYC reports on an ad hoc basis to manually reviewing hundreds of thousands of *approved* KYC reports and manually canceling fraudulent loans." That you will now be moving to full manual reviews on 100% of the files with your recently hired KYC specialists. What happened to the systems you had in place that you were so quick to remind me of yesterday? Are they no longer good enough? Have the services provided and promised by Womply not as reliable as had been promised therefore requiring changes? Should we be worried about the 200,000 loans already funded through the use of your company's systems?

When the party is over and the lights turn on, we will be the only ones at the party (and it seems standing naked). **THIS IS A LOT OF RISK FOR 10% OF THE FEE FROM THE SBA (20% - Teslar Fee = 10%).** What happens if we lose guarantees from all this fraud? It will take us close to a 100 fees to recover losing 1 guarantee fee.

Toby, these determinations of fraud should have been done much sooner when we were sounding the alarms, not leave us in a position where we now need to freeze accounts and sign indemnifications. Again, our bank is on pins and needles leaving us with a lot of exposure and reputational risk. How much liability will we now be incurring as a result of these proposed indemnification agreements? Let's say we indemnify the bank and it turns out that there was no fraud on a file. The program will end by the time this is all sorted out and the borrower will not be able to apply again. Therefore, the borrower can file suit for damages against the bank and that bank will have every right to look to us to pay the damages. What other liability will we be taking on and what additional damages will we be incurring as a result of these indemnifications? All this for 10% on a file?

Since we, as Lender, are expected to take on the liability of these loans, we kindly ask that you include us in your communications with the SBA, especially communications that would lead to the actions you believed were the right call under the circumstances. We further need to know from the SBA what led to these radical changes. What is there position?

Let me know if you are available to hop on a call tomorrow at 2 pm est

Respectfully,

[REDACTED]
NMLS 329578



Sunset International Center
7000 SW 97th Ave
Suite 201
Miami, FL 33173

[REDACTED]
[REDACTED]@benworthcapital.com
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From: Toby Scammell [REDACTED]@womply.com]
Sent: Thursday, May 6, 2021 11:51 PM
To: [REDACTED]@womply.com>
Cc: [REDACTED]@BenworthCapital.com>; [REDACTED]@BenworthCapital.com>; Cory Capoccia [REDACTED]@womply.com>; [REDACTED]@womply.com>; [REDACTED]@womply.com>
Subject: Re: Benworth Aging - evening May 6

Hi, quick update on our evolving efforts to stop fraud.

Today, in coordination with the SBA, we began working with major banks to freeze bank accounts associated with identity fraud so you can get those funds back.

Background

As you know, we have relied on highly automated solutions for collecting KYC data in order to help you meet requirements for knowing your customers. This involves a variety of approaches including many of the following:

government database check

ID capture

ID authentication

ID barcode scan

Video selfie & liveness check

ID image comparison to selfie

Lexis Nexis KBA (through Docusign)

Bank account comparison
Etc

Early last week we moved from sampling approved KYC reports on an ad hoc basis to manually reviewing hundreds of thousands of *approved* KYC reports and manually canceling fraudulent loans.

We've been working through those queues, adding additional technical filters, and we hired a full time dedicated team of KYC specialists aiding in this review and analysis. We expect that nearly 100% of funded loans going forward will be manually reviewed.

We shared the list of approved but fraudulent loans (some funded, most not) with SBA a few days ago as part of ongoing discussions we've been having regarding the latest threats we've been seeing. Last night we conducted a review of the associated compromised bank accounts and identified significant funds still remaining in the accounts.

We contacted many of the banks (with help from the SBA) and were able to provide freeze instructions to Chime, Chase, Greendot, Wells Fargo, and Bank of America. Tomorrow we'll expand the outreach to banks with fewer fraudulent loans and stolen accounts.

While we were able to centralize this process today, it will still require lender participation to get these funds back. The process that we informally agreed with Chime and Greendot is:

- 1 womply provides banks with instructions on which accounts to freeze
- 2 lenders sign a general indemnification agreement
- 3 lenders then request funds back (if need be, after reviewing the loan more closely)
- 4 banks will return the funds to the lender
- 5 all parties will separately meet their reporting requirements (as applicable)

On a go-forward basis 1 & 2 above will be flipped and additional fraudulent loans that are identified will be appended to the existing indemnification agreement.

Tomorrow we'll get the indemnification agreements and circulate them for your review and consideration. I intend to continue this process tomorrow for all lenders and banks unless I hear from you that you want me to not include you.

You are welcome to develop your own process here and we can intro you directly and get out of the way. Womply is under no obligation to do this going forward and we won't be able to support separate processes here unfortunately.

Given the circumstances I believed it was the right call to at least freeze these funds today to give you the time to make a decision about how to proceed. We froze at least \$6.3m in fraudulent funds today, so I hope you'll agree this effort was worth it.

Let me know if you'd like to discuss.

Best,
Toby

Toby Scammell

Founder & CEO at Womply

[LinkedIn](#)

On Thu, May 6 2021 at 8:16 PM, [REDACTED] [@womply.com](#)> wrote:

Hi,

The aging dashboards are below for your review.

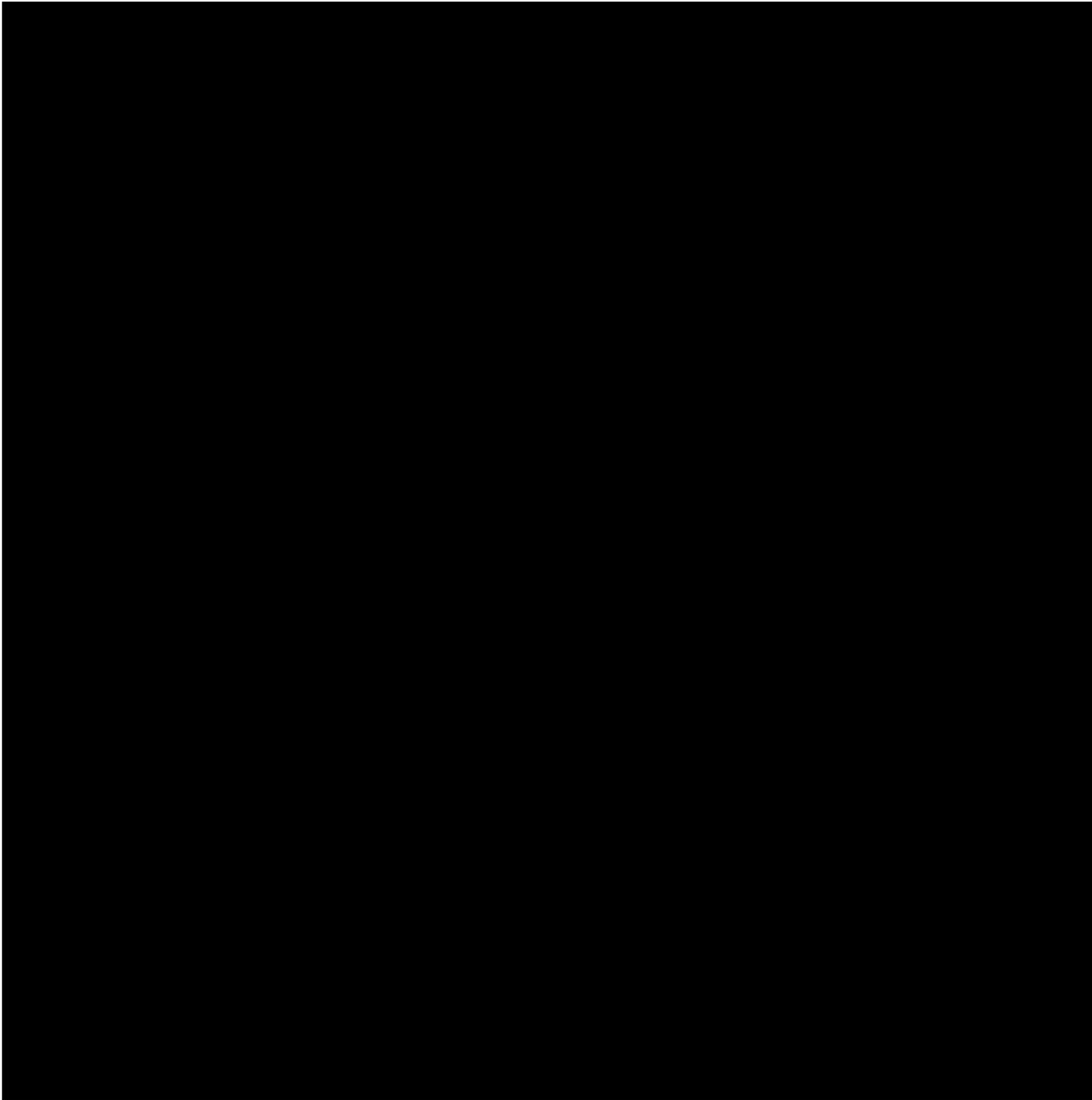
Aging in Teslar



Aging from SBA Approved



[REDACTED] | VP of Partnerships | [Womply](#) [REDACTED] [@womply.com](#)



Begin forwarded message:

From: Toby Scammell [REDACTED]@womply.com>
Date: April 8, 2021 at 10:56:08 PM EDT
To: [REDACTED]@benworthcapital.com>
Cc: Cory Capoccia [REDACTED]@womply.com>
Subject: Fast Lane update

Hi [REDACTED] I hope you're well. We've been making a ton of changes to keep up with the volume. Please see the attached update that highlights what our team has been doing to support you and all of your Borrowers.

Best,
Toby

Toby Scammell
Founder & CEO at Womply



[LinkedIn](#)

Hi [REDACTED]

Here's a comprehensive update on what we're doing to minimize errors, fraud, and abuse at each stage in the PPP application process.

As a reminder, under various SBA IFRs, Borrowers are responsible for their own applications including understanding the rules that apply to them and providing accurate info and certifications. Lenders are responsible for doing a good faith review of the info provided by Borrowers, and Lenders are held harmless for Borrower mistakes or misrepresentations. As a technology provider, Womply is not responsible for Borrower fraud or Lender failures to conduct their own good faith review.

That said, we aim to implement best in class systems to limit the number of incomplete, inaccurate, and/or fraudulent applications that make it to Lenders. We are working very hard to collect, organize, and filter application info as quickly as possible. We've developed business processes and analytical models to reject applications that have issues prior to sending them to Lenders.

We are adapting to new issues, feedback, and data to provide legitimate access to as many under-served businesses as we can while blocking bad actors. We've made significant changes to the Borrower-facing Fast Lane application and our processes in recent days so we can serve a wider spectrum of self-employed applicants and prevent application errors upfront. Please read this update carefully and let me know if you have any questions.

EIDL loan calculations removed

We determined that EIDL loan entry was causing confusion (e.g., with EIDL Advances) and downstream rejections. By eliminating this, we reduce the burden on Lenders to refinance EIDL loans and also close a backdoor through which bad actors could request excessive PPP loans. We removed this feature completely and anyone who desires or is required to use their PPP loan to refinance their EIDL loan must now apply elsewhere.

PPP loan search

We added a database of every First Draw PPP loan approved prior to March 2021 so that applicants for Second Draw can correctly identify their loan by name and address. This will minimize errors that come from inaccurate First Draw PPP Loan Numbers and confusion that may arise between EIDL and PPP loans. We also added a feature to search by First Draw PPP Loan Number, which we then validate against the SBA's API. This allows us to determine the Borrower's correct First Draw PPP Loan Number so we can minimize errors on Second Draw applications. The SBA may still reject a Second Draw application if the tax ID or other details associated with the First Draw loan do not match the Second Draw application.

Automatic logout

To minimize the chance of session intersections on a shared device, we automatically log inactive Borrowers out of their sessions.

Screen recording

We use a third-party screen recording tool to capture every Borrower session. We've added additional coverage here to handle more sessions. This is very helpful for auditing application issues and investigating fraud.

Fraud deterrence

In email communications to applicants, we have been explicit that they should not attempt to commit fraud through PPP Fast Lane. We want applicants to know we are doing everything we can to detect fraud and will report any suspicious activity. We expect this will minimize casual fraud.

We've also added a screen that every Borrower sees when starting their application. This week we've also displayed this to all Borrowers when logging in.

Stay secure screen

We've heard examples of Borrowers sharing their verification codes and verify email links with others. To discourage this behavior, we have enhanced our communications to Borrowers encouraging them to keep their info safe. We're also eliminating any verbal or email requests to Borrowers asking for information—all info can be collected inside the Borrower's account.

We ask that Lenders do the same: no one should contact Borrowers asking for info. Borrowers need to provide information only by logging into Fast Lane and securely uploading it.

We also added this text to the footer of any emails we send notifying a Borrower they have data issues or info missing:

Do not email, text, fax, fedex, or chat your tax documents to us. Womply will never ask you to provide documents without logging in yourself. Never share your Womply verification code with anyone or allow another person to access your application for any reason.

Edits & fix-it uploads

Borrowers can now review and fix their own mistakes after they submit their application data to Womply but before we send that info to Lenders. For example, we've seen a ~1% typo rate on key fields such as Social Security Number. We require the Borrower to enter their own Social Security Number, as an additional verification measure, but if that manually entered number does not match what we've electronically pulled from their tax documents, the application won't pass our matching check, and the borrower will be asked to correct the entry.

Improved cancellation ability

We've added the ability for Borrowers to cancel their applications prior to submission to a Lender. This allows Borrowers to eliminate duplicate applications and to exit before they attempt to commit fraud. We are working to allow Borrowers to cancel their applications even after submission to a Lender.

Corrections

We have made tens of thousands of corrections to inaccurate application data to improve the accuracy of Borrower applications submitted to Lenders. For example, if a Borrower reports they had income on both a Schedule C and a Schedule F from the same tax year, but they only upload a valid Schedule C, our system lowers the requested loan amount to the value supported by their documentation. In all cases, Borrowers still have to review and sign their applications.

After reviewing data from the last 30 days, we're implementing more proactive correction logic to further reduce errors from Borrower-entered data. Our new process will *completely ignore* Borrowers' manually-entered Gross Income values for Schedules C and F from 2019 and 2020, and only use the data pulled from the tax documents they provide to determine the Gross Income amount, form type, and year. This should further reduce errors and attempted fraud by Borrowers.

We will also apply this expanded correction logic to all loans that haven't been submitted to the SBA yet, as well as to SBA loans that have received a Hold Code by the SBA. This will result in the voiding of some DocuSigns and a requirement for some borrowers to resubmit applications. In rare cases, it may also result in cancellations. We believe Borrower miscalculations are a major source of SBA rejections, and our software can make calculations more accurately than Borrowers can. Corrections to Borrower calculations must be reviewed and approved by the Borrower before the change is incorporated into the application.

Here are key fields that appear on the 2483-C and 2483-SD-C application and where those fields come from:

<u>Field</u>	<u>Sources</u>	<u>What appears on application</u>	<u>Womply Corrections Applied</u>
- Name - DBA or Tradename - Business Address - SSN - Email - Phone	- Borrower entered in Fast Lane - Available on tax docs - Sometimes available from bank	Borrower-entered in Fast Lane	No, basic SBA API rules validation only (e.g. character length, no PO Boxes, etc)
Year of Establishment	- Borrower entered in Fast Lane - Could be inferred from tax documents	Borrower-entered in Fast Lane	No, but the year must be from 1920 to 2020.
Gross Income	- Borrower entered in at least one field (Line 7 or Line 9 from Schedule C or F) - Tax documents	Tax document(s)	Yes, but we only use the data from the correct line on the Schedule(s)
Tax year used for gross income	- Borrower entered in Fast Lane - Tax documents	Tax document(s)	Yes, but we only use the data from the supporting Schedule(s)
Entity type	Borrower entered in Fast Lane	Borrower-entered in Fast Lane	No

Number of employees	Borrower entered in Fast Lane	1	No (Fast Lane is only for businesses without employees)
NAICS	- Borrower-entered in Fast Lane - May appear on tax documents (but often it won't match)	Borrower-entered in Fast Lane	No
Loan request amount	Womply-calculated amount based on Gross Income and NAICS	Womply-calculated amount based on Gross Income, NAICS, and SBA formula	n/a
Certifications	- Borrower entered in Fast Lane - Borrower certified via DocuSign	Borrowers certify to the requirements on their application when they review and sign their SBA application via DocuSign	No
Demographics	Borrower entered in Fast Lane	Borrower-entered in Fast Lane	No
In business on Feb 15, 2020	- Borrower certification - Borrower provides bank connection and/or bank statement from Feb 15 2020	Borrower certification	No
First Draw Loan Number	- Borrower searches SBA database and/or - Borrower enters loan number	Either the SBA loan number from the database or the verified loan number from SBA API	Yes - if the Borrower selects their First Draw Loan based on Name & Address, then we lookup the SBA loan number and apply that for them. However we don't overrule their selection of the correct If they enter their loan number, then we validate it with SBA. If we can't find their SBA loan number we don't let them submit their

			Second Draw application.
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Cancelled & Pending Cancelled

So far, more than half of all applications submitted to Womply have been automatically cancelled, or have required a fix by the Borrower and/or further analysis by Womply before they are passed onto a Lender. Specifically, more than 50k Fast Lane applications have been rejected for failing to meet our internal Fast Lane eligibility criteria, or for having uncorrected errors. Currently there are more than 55k Fast Lane applications into a "Pending Cancelled" state. These applications will be cancelled unless the flagged problems are corrected by Borrowers.

In rare cases (<0.1%) such as when suspected fraud is reported to Womply, we've canceled loans after a Lender has reviewed the loan or the loan has been approved by SBA.

Encouraging fraud reporting

We are actively encouraging Borrowers to report suspected fraud to the SBA's hotline. Recently we added the following text to most of our emails, our live chat feature, and our FAQ.

If you suspect fraud related to the Paycheck Protection Program or any other small business relief program, we encourage you to [report it to the SBA](#).

Exceeding our fraud reporting obligations

When we suspect fraud at any stage, we report it to the SBA. We are developing a process to scale this effort and provide the best data possible to the government. Our reporting is not a substitute for Lender reporting to SBA and, in general, we will keep this reporting separate. We may become aware of fraud that Lenders don't see, and vice versa.

Furthermore, after looking at 1m+ documents and having many discussions with high-ranking officials at the SBA, we have decided to proactively cancel any deals that we strongly believe are fraudulent—even if they have already been SBA Approved.

Identity verification

Until today, April 8th, all Borrowers were required to pass through DocuSign ID Check before signing their PPP application. This has been our primary tool for collecting KYC data in PPP Fast Lane via LexisNexis. We were recently notified of approximately 20 cases of possible identity theft by DocuSign (less than 0.1% of signed DocuSigns).

On April 8, Womply is launching an enhanced identity data collection process that will include:

- Public database checks
- Government ID authentication
- Video selfies that match identity to the government ID
- Sanctions and watchlist report

This process will replace DocuSign ID Check for all new applications starting tomorrow, April 9th, and will be phased in over three days for in-process applications that have been sent for signature where applicants have not completed DocuSign ID Check successfully.

These changes will increase legitimate access to the PPP program while improving the quality of fraud detection and auditing that's available for each application. We also expect this to speed up the signing process significantly, allowing for a faster application process.

Tax Documents

In the last 30 days alone, we have processed more than 1.6 million tax and bank documents. Each day we are receiving and organizing tens of thousands of new documents. With more data and feedback (including from Lenders—thank you) we have continually refined our processes for reviewing documents. These changes are designed to balance the interests of increasing PPP loan access while also minimizing document fraud.

PPP has been successful in large part due to flexibility in the law and the rules, in an effort to get loans into the hands of as many businesses as possible, as quickly as possible. But this flexibility has downsides, including the ability to apply for a PPP loan with only a Schedule C or Schedule F, and to include either filed (for 2019 or 2020) or *draft* (for 2020) documents, which leaves significant room for applicants to falsify documents. We have a good faith belief that the SBA, working together with the lender and technology service provider community, will identify and punish such fraudulent conduct. But at the application stage, unfortunately, there is no complete means to flag falsified documents. For example, there is no IRS API available to verify the numbers on any tax filings (let alone on an applicant's Schedule C or Schedule F). Even so, we are working hard to identify and prevent these issues from infiltrating the program.

Instant classification

Since March 14, we've been conducting real-time evaluations of 100% of the tax documents uploaded during our PPP Fast Lane application flow. This provides a first pass to determine if the forms look legitimate. We use a machine-learning platform to detect the type of document uploaded (e.g. Schedule type, year) and to provide the Borrower with feedback about whether they provided the correct forms. This significantly reduces error rates upfront and acts as our first fraud check. Applications that don't pass this instant classification are unlikely to pass through to a Lender without correction from the Borrower.

Second tax document review

100% of tax and bank documents uploaded in the application process go out for third party classification, verification, and data extraction. The extracted data goes through mathematical checks to determine if the values and calculations on the forms would be permissible for submission under IRS rules. In all cases, a human reviews the documents and confirms the OCR extraction is correct. We match the extracted tax IDs to the application to ensure the form matches the applicant. We have seen an extremely low error rate on this process (under 1%), which is significantly below the error rate we've seen from human-only reviews. In cases where math errors or other problems are significant, the document is flagged as suspicious.

Third tax document review

All documents flagged as suspicious by our second tax review undergo a third automated fraud review.

In addition, of the documents *not* flagged as suspicious by our third-party review, we sample about 1 in 3 documents for a third tax document review. This review involves a variety of checks to detect if the document has been photoshopped or shows other evidence of tampering.

Final tax document review

In cases where our secondary or tertiary review suggests the document is fraudulent, we perform another human review. Ultimately, more than half of documents flagged for this final review are deemed to be not fraudulent, despite the multiple checks and flags. This suggests to us that our filtering continues to be quite strict. But it also highlights that, without a way to definitively confirm the data on the tax documents (e.g., with an IRS API or Transcript), we are unable to distinguish between a well-executed fake document and a real one. Visually, they will look identical. Nonetheless, to avoid program paralysis based on the mere possibility of fraud, our process considers documents that pass through all of these fraud checks acceptable.

Network effects from scale

While we continue to evaluate each application in isolation, we are able to apply learnings from every document we review. The more documents we collect the smarter our models become at classification, extraction, and fraud detection.

Verified bank accounts

This week we are adding more restrictions around bank accounts to minimize risks of payments going to the wrong account and to cut fraud.

We have two methods of verifying a bank account. First, a Borrower can connect their bank account instantly and then provide the account and routing number where they want their money deposited. Second, we allow Borrowers to upload a voided check, bank statement, ID, and to enter their account and routing numbers. Once we extract and compare the data provided by the Borrower, we determine their bank account is verified and bind it to their application. Once verified, bank accounts can't be changed until we receive notification of a funding failure.

ACH reject handling

After a failed payment, we will require the Borrower to re-verify their bank account and apply more logic to ensure the account is theirs. We are seeing ACH rejects happen due to name mismatches and also receiving institutions that reject payments due to their own fraud flags (e.g., abnormal deposit rules).

ACH limits

We have implemented logic to prevent too many deposits from going to a single bank account (across all Fast Lane applications regardless of Lender). It is common to see multiple applications using a single bank account (e.g., husband and wife). By itself, that is not a reason to stop a payment. With multiple draws possible there are many scenarios that we need to account for in our logic, which is continuing to evolve. At the moment, we are limiting the maximum number of applications that can be disbursed to a single bank account to four. And we are limiting the maximum number of tax IDs that can be used with a single bank account to two.

Institution blocking

We are considering implementing restrictions on receiving depository financial institutions to prevent ACH rejects. This is a difficult issue because the population we're trying to serve with Fast Lane is more likely to be under-banked and they may not have another bank account or the ability to open one.

Conclusion

Together with our lender partners, Womply is on track to help more businesses access PPP loans than any other company in America. Even though Womply is not a Lender, we are committed to the responsible administration of the PPP—including maximizing access while mitigating and detecting errors and fraud. We appreciate your partnership and shared commitment to these goals.

If you have feedback or input that you would like to share with us to improve access, reduce fraud, or help you perform your roles better, please let us know.

Best,
Toby

SCHEDULE C
(Form 1040 or 1040-SR)

Department of the Treasury
Internal Revenue Service (99)

Profit or Loss From Business

(Sole Proprietorship)

Go to www.irs.gov/ScheduleC for instructions and the latest information.
Attach to Form 1040, 1040-SR, 1040-NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074

2019
Attachment
Sequence No. **09**

Name of proprietor

CORY D. CAPOCCIA

A Principal business or profession, including product or service (see instructions)

CONSULTING

C Business name. If no separate business name, leave blank.

Social security number (SSN)

B Enter code from instructions

541600

D Employer ID number (EIN) (see instr.)

E Business address (including suite or room no.)

City, town or post office, state, and ZIP code

F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) _____

G Did you "materially participate" in the operation of this business during 2019? If "No," see instructions for limit on losses ☒ Yes ☐ No

H If you started or acquired this business during 2019, check here ☐ Yes ☒ No

I Did you make any payments in 2019 that would require you to file Form(s) 1099? (see instructions) ☐ Yes ☒ No

J If "Yes," did you or will you file required Forms 1099? ☐ Yes ☒ No

Part I Income

1 Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked STATEMENT 4 ☐	1	11,900.
2 Returns and allowances	2	
3 Subtract line 2 from line 1	3	11,900.
4 Cost of goods sold (from line 42)	4	
5 Gross profit. Subtract line 4 from line 3	5	11,900.
6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7 Gross income. Add lines 5 and 6	7	11,900.

Part II Expenses. Enter expenses for business use of your home **only** on line 30.

8 Advertising	8		18 Office expense	18	
9 Car and truck expenses (see instructions)	9		19 Pension and profit-sharing plans	19	
10 Commissions and fees	10		20 Rent or lease (see instructions):		
11 Contract labor (see instructions)	11		a Vehicles, machinery, and equipment	20a	
12 Depletion	12		b Other business property	20b	
13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13		21 Repairs and maintenance	21	
14 Employee benefit programs (other than on line 19)	14		22 Supplies (not included in Part III)	22	
15 Insurance (other than health)	15		23 Taxes and licenses	23	
16 Interest (see instructions):			24 Travel and meals:		
a Mortgage (paid to banks, etc.)	16a		a Travel	24a	
b Other	16b		b Deductible meals (see instructions)	24b	
17 Legal and professional services	17	1,285.	25 Utilities	25	
28 Total expenses before expenses for business use of home. Add lines 8 through 27a	28	1,285.	26 Wages (less employment credits)	26	
29 Tentative profit or (loss). Subtract line 28 from line 7	29	10,615.	27 a Other expenses (from line 48)	27a	
30 Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____ Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30	30	5,211.	b Reserved for future use	27b	
31 Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Schedule 1 (Form 1040 or 1040-SR), line 3 (or Form 1040-NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31	5,404.			
32 If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Schedule 1 (Form 1040 or 1040-SR), line 3 (or Form 1040-NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.			32a ☐ All investment is at risk.		
			32b ☐ Some investment is not at risk.		



Creation timestamp

2021-04-16 15:06:40

User ID

1000027070

Application ID

d057a891-25e4-4da6-8ba0-bbd5c300bf5f

Funding Instructions

First Name	Cory
Last Name	Capoccia
Email	[REDACTED]@gmail.com
Phone	[REDACTED]
Address	[REDACTED]

SBA Loan number	5769978600
ACH Account Number	[REDACTED]
ACH Routing Number	[REDACTED]
Verification Type	Instant

Deal Id	126145
Bank Id	2084



Creation timestamp

2021-03-09 19:25:53

User ID

1000027070

Application ID

d057a891-25e4-4da6-8ba0-bbd5c300bf5f

Bank Data

U.S. BANK

BD_01 Connected Timestamp

2021-03-09 19:25:53

CHECKING * [REDACTED]

BD_02 Jan-2020 txn count

3

BD_03 Feb-2020 txn count

2



Creation timestamp
2021-04-26 12:00:18

User ID
1000027070

Application ID
d057a891-25e4-4da6-8ba0-bbd5c300bf5f

KYC Details

KYC_01 Email	[REDACTED]@gmail.com
KYC_02 Email Verified At	2021-03-09 19:22:52
KYC_03 Phone	[REDACTED]
KYC_04 Phone Verified At	2017-08-10 16:56:08
KYC_05 IP address (Created application)	[REDACTED]
KYC_06 KBA completed	Y
KYC_07 KBA completion date	2021-03-17 13:29:48
KYC_08 Persona ID completed	Y
KYC_09 Persona ID completion date	2021-04-10 11:58:15

KYC_10 Deal Id	126145
KYC_11 Bank Id	2084



Creation timestamp

2021-04-27 09:56:28

User ID

1000027070

Application ID

d057a891-25e4-4da6-8ba0-bbd5c300bf5f

KYC Details

KYC_01 Email	[REDACTED]@gmail.com
KYC_02 Email Verified At	2021-03-09 19:22:52
KYC_03 Phone	[REDACTED]
KYC_04 Phone Verified At	2017-08-10 16:56:08
KYC_05 IP address (Created application)	[REDACTED]
KYC_06 KBA completed	Y
KYC_07 KBA completion date	2021-03-17 13:29:48
KYC_08 Persona ID completed	Y
KYC_09 Persona ID completion date	2021-04-10 11:58:15
KYC_10 Deal Id	126145
KYC_11 Bank Id	2084

id	created	modified	application	deal_id	guid	bank_id	stage_name	error_message	json_response	requested_draw_num	sent_to_tesba_loan_available	assignment_considerations
af1d24a7-	25:00.9	45:58.9	d057a891-	126145	044042f7-	2084-FHCC	Funded		{'request':	2479	1	5.77E+09

Document Name

20210426115323_2084_126145_1000027070_d057a891-25e4-4da6-8ba0-bbd5c300bf5f_bankdata_1.pdf
20210417031452_2084_126145_d057a891-25e4-4da6-8ba0-bbd5c300bf5f.pdf
20210426221732_2084_126145_1000027070_d057a891-25e4-4da6-8ba0-bbd5c300bf5f_kycdetail.pdf
20210427202937_2084_126145_1000027070_d057a891-25e4-4da6-8ba0-bbd5c300bf5f_kycdetail.pdf
20210309192706_2019 1040 Schedule C.pdf
20220126234950_2084-FHCC_044042f7-2c98-44cb-9c89-8fe91f5fc63a_126145_121b5d69-f822-4d13-bc46-bece0f257f7d_PPP_Signed_Application.pdf
20210515044251_2084-FHCC_044042f7-2c98-44cb-9c89-8fe91f5fc63a_126145_121b5d69-f822-4d13-bc46-bece0f257f7d_PPP-Origination-PromissoryNote.pdf
inq_8S1hmqBCEc9eX5qpszDcBQ3.pdf
Application-Details.csv
Deal-Details.csv
Document-Types.csv



E-Lend
Servicing

Reports Search E-Trans Documents Guaranty Fee Whatif History Origination



Re

Cory Capocchia Park City UT Amount \$2,479 Status Paid in Full Loan 57699786-00 App 27091105 Funded 03/20/2021

Paycheck Protection
Program
Expand | Collapse

▼ Cory Capocchia's Loan Application

Loan Info

Use of Proceeds

1502 Info

Lender Comments

Project Info

Borrowers

▼ 1. * Cory Capocchia

Principals

▼ 1. Cory Capocchia

New Borrower

Guarantors

Associates

Business Financials

Federal Records

the report is true and correct; and (4) the report has been submitted by an authorized employee or agent of Lender acting within the scope of Lender's authority and Lender acknowledges responsibility for all entries and certifications made on its behalf

I certify

Yes

Schedule history

#	Loan Amount	Lender Fee Amount	Payment Account	Receivable Account	Document ID	Effective Date	Comments
1	\$2,479.00	\$1,239.50	\$1,239.50		PP104061	04/06/2021	
2			-\$1,239.50			04/08/2021	Disburse Payment
Balance:			\$0.00	\$0.00			

Forgiveness Amount

\$2,479.00

Forgiveness Schedule Number

PF108101

Forgiveness Schedule Date

09/10/2021 01:08 PM

Forgiveness Upload Date

Forgiveness Paid Date

08/11/2021 12:09 AM

* Other loans to the borrower

SBA Loan Number	Loan Amount	Approval Date	SBA Guaranty	Origination Fee	Outstanding Balance	Processing Method Code	Loan Status
4874638807 (A)	\$2,479.00	04/16/2021	100%	\$0.00	\$0.00	PPS	Paid in Full
4959988403 (A)	\$1,999,997.00	02/07/2021	100%	\$0.00	\$1,999,997.00	PPS	Disbursed Current

* Loan Collateralized?

☐ Yes ☒ No

Sold Secondary Market Indicator

Did This Loan Application Involve an "Agent"? ☐ Yes ☒ No

* Approval Amount

\$2,479.00

Original Approval Amount

\$2,479.00

Inquiry

inq_8S1hjm qBCEc9eX5qpszDcBQ3

APPROVED

April 10, 2021

Attributes

Full Name

Cory Capoccia

Birthdate

[REDACTED]

Address

[REDACTED]

Government ID Number

[REDACTED]

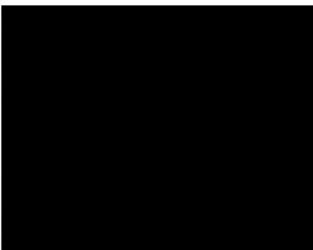
Phone Number

[REDACTED]

Email Address

[REDACTED]@gmail.com

Documents



Selfies



Inquiry

inq_8S1hjmQBCec9eX5qpszDcBQ3

APPROVED

April 10, 2021

Verifications (4)

✓ **Verification: Database**
ver_g9Tw9QgyvQjBLvYZjDvWVDti

✓ **Verification: Government ID**
ver_3bHLxbrKXSHVF6LZjFAFNJuU

⊖ **Verification: Selfie**
ver_fx2vHwvgrt3qoQJeTMXDubqq

✓ **Verification: Selfie**
ver_F2odyhpxWJfL66QoJm4pGdtu

Reports (1)

✓ **Report: Watchlist**
rep_vaJsnp2mvjUrvamv8EpcpNUp

Verification: Database

ver_g9Tw9QgyvQjBLvYZjDvWVDti

PASSED

April 10, 2021

Attributes

Full Name

Cory Capoccia

Birthdate

[REDACTED]

Address

[REDACTED]

ID Number

[REDACTED]

Phone Number

[REDACTED]

Email Address

[REDACTED]@gmail.com

Required Checks

- ☒ Full name
- ☒ Birthdate
- ☒ Address
- ☒ SSN
- ☒ Alive
- ☐ Phone number

Additional Checks

- ☒ PO box
- ☐ Address deliverable

Verification: Government ID

ver_3bHLxbrKXSHVF6LZjfAFNJUu

PASSED

April 10, 2021

Attributes

Full Name

Cory Capoccia

Birthdate

[REDACTED]

Address

[REDACTED]

ID Number

[REDACTED]

Issue Date

[REDACTED]

Expiration Date

[REDACTED]

Documents

[REDACTED]

Verification: Government ID

ver_3bHLxbrKXSHVF6LZjfAFNJuu

PASSED

April 10, 2021

Required Checks

- ☒ ID image tampering
- ☒ Portrait
- ☒ Inquiry comparison
- ☒ Compromised submission
- ☒ Allowed country
- ☒ Expiration
- ☒ Government ID
- ☒ Allowed ID type
- ☐ MRZ
- ☐ Account comparison
- ☐ Selfie-to-ID comparison

Additional Checks

- ☒ Color
- ☒ Glare
- ☒ Blur
- ☒ Double side
- ☒ Valid dates
- ☒ Handwriting
- ☒ Portrait clarity
- ☒ Public figure
- ☒ PO box
- ☒ Extracted properties
- ☒ Processable submission
- ☒ Electronic replica
- ☐ AAMVA database lookup
- ☐ REAL ID
- ☐ Corners
- ☐ Barcode
- ☐ Extraction inconsistency
- ☐ Barcode inconsistency
- ☐ Portrait age
- ☐ Repeat
- ☐ Inconsistent repeat
- ☐ Age comparison

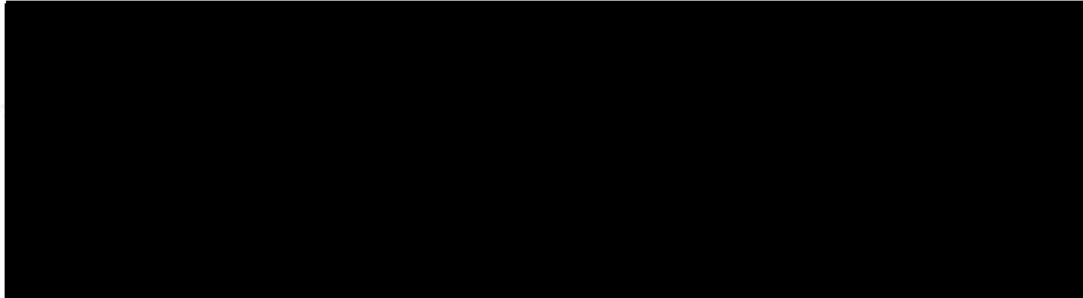
Verification: Selfie

ver_fx2vHwvgrt3qoQJeTMXDubqq

FAILED

April 10, 2021

Selfies



Required Checks

- ☐ Multiple faces
- ☒ Selfie-to-ID comparison
- ☒ Pose position
- ☒ Pose repeat
- ☒ Suspicious entity
- ☐ Account comparison

Additional Checks

- ☒ Selfie Liveness Check
- ☒ Glasses
- ☒ Glare

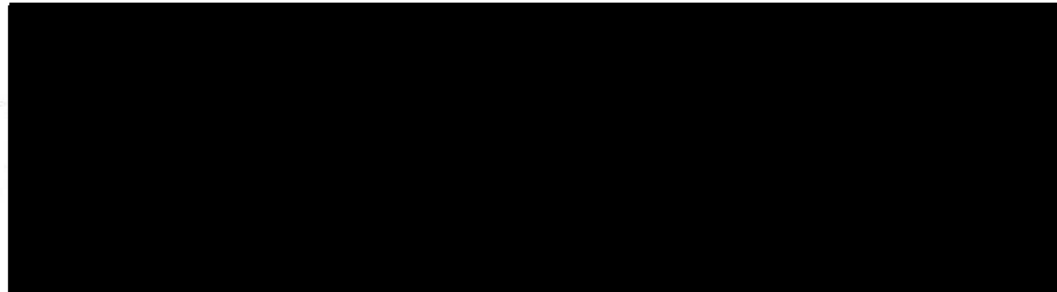
Verification: Selfie

PASSED

ver_F2odyhpxWJfL66QoJm4pGdtu

April 10, 2021

Selfies



Required Checks

- ☒ Selfie-to-ID comparison
- ☒ Pose position
- ☒ Multiple faces
- ☒ Pose repeat
- ☒ Suspicious entity
- ☐ Account comparison

Additional Checks

- ☒ Selfie Liveness Check
- ☒ Glasses
- ☒ Glare

Report: Watchlist

READY

rep_vaJsnp2mvjUrvamv8EpcpNUp

April 10, 2021

Attributes

Full Name

Cory Capoccia

Birthdate

[REDACTED]

Address

N/A

Country

N/A

Results

- ✓ Sanctions
- ✓ Politically Exposed Persons
- ✓ Warnings
- ✓ Fitness and Probity

Cory Capoccia



U.S. Small Business Administration

NOTE

SBA Loan #	5769978600
SBA Loan Name	Cory Capoccia
Date	03-20-2021
Loan Amount	\$2,479.00
Interest Rate	Fixed
Borrower	Cory Capoccia
Operating Company	NA
Lender	Fountainhead SBF LLC

1. PROMISE TO PAY:

In return for the Loan, Borrower promises to pay to the order of Lender the amount of two thousand four hundred seventy-nine dollars and cents (\$2,479.00), interest on the unpaid principal balance, and all other amounts required by this Note.

2. DEFINITIONS:

"Collateral" means any property taken as security for payment of this Note or any guarantee of this Note.

"Guarantor" means each person or entity that signs a guarantee of payment of this Note.

"Loan" means the loan evidenced by this Note.

"Loan Documents" means the documents related to this loan signed by Borrower, any Guarantor, or anyone who pledges collateral.

"SBA" means the Small Business Administration, an Agency of the United States of America.

3. PAYMENT TERMS:

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

This is a loan made under the SBA's Paycheck Protection Program (PPP). The terms and conditions specific to the PPP loan, as outlined below, supersede any conflicting terms in this U.S. Small Business Administration Note.

The interest rate on this Note will be 1.00% per year. The interest rate is fixed and will not be changed during the life of the loan.

Payments: If you submit a loan forgiveness application within 10 months after the end of your loan forgiveness covered period (defined below), you will not have to make any payments of principal or interest on your loan before the date on which SBA remits the loan forgiveness amount on your loan to Fountainhead (or notifies Fountainhead that no loan forgiveness is allowed). Interest will continue to accrue during the deferment period. If you do not submit a loan application within 10 months after the end of your loan forgiveness covered period, you must begin paying principal and interest after that period. After either the loan forgiveness has been determined by the SBA or the 10-month period has ended, Borrower must pay principal and interest payments based on the unforgiven portion of the loan balance plus all accrued interest, amortized over the remaining term of the Note. Payments must be made on the first (1st) calendar day in the months they are due. Total term of the Note is 60 months. Lender will apply each installment payment first to pay interest accrued to the day Lender receives the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

If SBA purchases the guaranteed portion of the unpaid principal balance, the interest rate becomes fixed at the rate in effect at the time of the earliest uncured payment default. If there is no uncured payment default, the rate becomes fixed at the rate in effect at the time of purchase.

Loan Prepayment: Notwithstanding any provision in this Note to the contrary:

Borrower may prepay this Note. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must:

- a. Give Lender written notice;
- b. Pay all accrued interest; and
- c. If the prepayment is received less than 21 days from the date Lender receives the notice, pay an amount equal to 21 days' interest from the date lender receives the notice, less any interest accrued during the 21 days and paid under subparagraph b., above.

If Borrower does not prepay within 30 days from the date Lender receives the notice, Borrower must give Lender a new notice.

All remaining principal and accrued interest is due and payable 5 years from date of first disbursement of this loan.

Loan Forgiveness: Borrower may apply to Lender for forgiveness of the amount due on this loan in an amount equal to the sum of the following costs incurred. Borrower has the option to select a covered period during which PPP loan proceeds are used anytime between 8 and 24 weeks beginning on the date of first disbursement of this loan:

- a. Payroll costs including benefits
- b. Any payment of interest on a covered mortgage obligation (which shall not include any prepayment of or payment of principal on a covered mortgage obligation)
- c. Payments on a covered rent obligation and utilities
- d. Covered cost for worker protection costs related to COVID-19
- e. Uninsured property damage costs caused by looting or vandalism during 2020
- f. Certain supplier costs and expenses for operations

The amount of loan forgiveness shall be calculated (and may be reduced) in accordance with the requirements of the Paycheck Protection Program, including the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136). Not more than 40% of the amount forgiven can be attributable to non-payroll costs.

4. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower or Operating Company:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;
- C. Does not preserve, or account to Lender's satisfaction for, any of the Collateral or its proceeds;
- D. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- E. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA;
- F. Defaults on any loan or agreement with another creditor, if Lender believes the default may materially affect Borrower's ability to pay this Note;
- G. Fails to pay any taxes when due;
- H. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- I. Has a receiver or liquidator appointed for any part of their business or property;
- J. Makes an assignment for the benefit of creditors;
- K. Has any adverse change in financial condition or business operation that Lender believes may materially affect Borrower's ability to pay this Note;
- L. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- M. Becomes the subject of a civil or criminal action that Lender believes may materially affect Borrower's ability to pay this Note.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower or Guarantor;
- C. File suit and obtain judgment;
- D. Take possession of any Collateral; or
- E. Sell, lease, or otherwise dispose of, any Collateral at public or private sale, with or without advertisement.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Bid on or buy the Collateral at its sale or the sale of another lienholder, at any price it chooses;
- B. Incur expenses to collect amounts due under this Note, enforce the terms of this Note or any other Loan Document, and preserve or dispose of the Collateral. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower or add the expenses to the principal balance;
- C. Release anyone obligated to pay this Note;
- D. Compromise, release, renew, extend or substitute any of the Collateral; and
- E. Take any action necessary to protect the Collateral or collect amounts owing on this Note.

7. WHEN FEDERAL LAW APPLIES:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

8. SUCCESSORS AND ASSIGNS:

Under this Note, Borrower and Operating Company include the successors of each, and Lender includes its successors and assigns.

9. GENERAL PROVISIONS:

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.
- D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
- E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.
- F. If any part of this Note is unenforceable, all other parts remain in effect.
- G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor. Borrower also waives any defenses based upon any claim that Lender did not obtain any guarantee; did not obtain, perfect, or maintain a lien upon Collateral; impaired Collateral; or did not obtain the fair market value of Collateral at a sale.

10. STATE-SPECIFIC PROVISIONS:

NONE.

11. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

Cory Capoccia

By: 

Cory Capoccia, Owner

LOAN AGREEMENT, BORROWER CERTIFICATION, AND AGREEMENT TO COOPERATE**LOAN AGREEMENT**

THIS LOAN AGREEMENT ("**Agreement**") is made as of 3/20/2021 between Cory Capoccia ("**Borrower**") in favor of **Fountainhead SBF LLC** ("**Lender**").

WHEREAS, Lender has agreed to make a loan to Borrower in the original principal amount of two thousand four hundred seventy-nine dollars and cents (\$2,479.00) ("**Loan**") and Borrower has agreed to accept the Loan proceeds on the terms and conditions set forth in the "Loan Documents" (as hereinafter defined); and

WHEREAS, the Loan is evidenced by that certain *Promissory Note* of even date herewith ("**Note**") in the amount of the Loan executed by Borrower in favor of Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Loan Documents. The term "Loan Documents" as used in this Agreement means the Note, and any and all other documents executed by Borrower in connection with the Loan.
2. Purpose. Proceeds of the Loan shall be working capital per the SBA Paycheck Protection Program.
3. Repayment. The Loan shall be repaid as set forth in the Note.
4. Miscellaneous.

4.1 USA Patriot Act. Neither Borrower, nor any of its members or managers, nor Guarantor are identified in any list of known or suspected terrorists published by the any United States government agency (individually, as each such list may be amended or supplemented from time to time, referred to as "Blocked Persons List"), including, without limitation, (a) the annex to Executive Order 13224 issued on September 23, 2001 by the President of the United States, and (b) Specially Designated Nationals List published by the United States Office of Foreign Assets Control.

4.2 Americans with Disabilities Act. Borrower covenants and agrees that, during the term of the Loan, the Property will be in material compliance with the Americans with Disabilities Act ("ADA") of July 26, 1990, 42 U.S.C. Section 12191 et seq., as amended from time to time, and the regulations promulgated pursuant thereto. Borrower will be solely responsible for all ADA compliance costs, including without limitation, attorneys' fees and litigation costs, which responsibility shall survive the repayment of the Loan and any foreclosure of the Property.

4.3 Compliance with Applicable Laws. Borrower shall fully, promptly and faithfully comply with conform and obey all present and future federal, state, and local laws, ordinances, rules, regulations, and all other legal requirements of any type whatsoever.

4.4 Subordination. From the date hereof and throughout the term of the Loan, Borrower each hereby fully and unconditionally subordinate to and in favor of Lender any and all current and future debt from Borrower in favor of any owner of Borrower (i.e., shareholder debt). Borrower each will promptly execute all documents required by Lender regarding such subordination.

4.5 Changes in Ownership and/or Sale of Assets. Borrower will not, without Lender's written consent, change its ownership structure. In addition, the transfer, sale, assignment or other conveyance of any legal or equitable title to the Property or any interest therein, making of any distribution of company assets that would adversely affect its financial condition, or transfer (including pledging) or dispose of any assets except in the ordinary course of business, is expressly prohibited unless approved by Lender in advance and in writing. The transfer, assignment, sale or conveyance of legal or equitable title to any equity or other ownership interest in Borrower is expressly prohibited unless approved by Lender in advance and in writing.

4.6 Governing Law. It is agreed and understood that this Agreement shall be governed by the laws of the State of UTAH (excluding the principles thereof governing conflicts of law).

4.7 Severability. If any provision of this Agreement shall be contrary to the laws of the jurisdiction in which the same shall be sought to be enforced, the illegality or unenforceability of any such provision shall not affect the other terms, covenants and conditions hereof, and the same shall be binding upon Borrower with the same force and effect as though such illegal or unenforceable provisions were not contained herein.

4.8 Binding. All of the terms of this Agreement will apply to and be binding upon, and inure to the benefit of, the heirs, devisees, personal representatives, successors and assigns of Borrower and Lender, respectively, and all persons claiming under or through them.

4.9 Attorneys' Fees. In the event that Lender engages the services of legal counsel to enforce or interpret the terms and conditions of this Agreement against the other parties hereto, the prevailing party in each such action and/or proceeding shall be entitled to fully and promptly recoup its reasonable attorneys' fees, costs of legal assistants, and other costs from such other parties, jointly and severally, and including, without limitation, any and all fees and costs incurred at trial or in any appellate or bankruptcy proceeding, and expenses and other costs, including any accounting expenses incurred.

4.10 SBA Reporting Requirement. If the Borrower defaults on the Loan and the SBA suffers a loss, the names of the Borrower of the Loan will be referred for listing in the CAIVRS database, which may affect their respective eligibility for further financial assistance.

BORROWER CERTIFICATION

1. Records. Borrower will keep books and records in a manner satisfactory to Lender, furnish financial statements as required by Lender, and allow Lender and SBA to inspect and audit books, records and paper relating to Borrower's financial or business condition.
2. Default. Borrower acknowledges that if the Borrower defaults on the loan, SBA may be required to pay Lender under the SBA guaranty, and SBA may seek recovery on the loan (to the extent any balance remains after loan forgiveness).

AGREEMENT TO COOPERATE

1. In consideration thereof of the Loan being given, upon request of the Lender and/or its agents, successors and/or assigns, the undersigned Borrower, shall execute such documents as are reasonable to provide assurance to the Lender: (1) that the obligations undertaken by the undersigned in connection with the Loan shall be faithfully performed; (2) that any and all documents and instruments executed by the undersigned in connection with the Loan are accurate statements as to the truth of the matters set forth therein and constitute binding obligations upon the undersigned in accordance with their terms; (3) as to the amount of the Loan outstanding from time to time, and the date and amount of payments made with respect to the Loan.
2. The Borrower hereby agrees to promptly correct any defect, error or omission, upon request of Lender, which may be discovered in the contents and/or document regarding the Loan, or in the execution or acknowledgment thereof, and will execute, or re-execute, acknowledge and deliver such further instruments and so such further acts as may be necessary or reasonably requested by Lender to satisfy the terms and conditions of this Loan, and all documents in connection therewith.
3. Upon request of the Lender, the undersigned shall re-execute any document or instrument signed in connection with the Loan which has been inadvertently destroyed, lost in shipping or misplaced or which was originally incorrectly drafted and signed.

4. All such requests shall receive the full cooperation and compliance by the undersigned within seven (7) days of the making of any request set forth in paragraphs 1, 2, or 3 of this section hereof.

WAIVER OF JURY TRIAL: BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS CLAIMS OR THIRD-PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN. BORROWER AND GUARANTOR HEREBY CERTIFY THAT NO REPRESENTATIVE OR AGENT OF LENDER OR LENDER'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. BORROWER AND GUARANTOR ACKNOWLEDGE THAT LENDER HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, INTER ALIA, THE PROVISIONS OF THIS PARAGRAPH.

Borrower have executed this Loan Agreement as of the day and year first above written.

Borrower:

By:  _____
Cory Capoccia, Owner



Paycheck Protection Program
Borrower Application Form for Schedule C Filers Using Gross Income
March 3, 2021

OMB Control No.: 3245-0407
 Expiration Date: 9/30/2021

**AN APPLICANT MAY USE THIS FORM ONLY IF THE APPLICANT FILES AN IRS FORM 1040, SCHEDULE C, AND
 USES GROSS INCOME TO CALCULATE PPP LOAN AMOUNT**

Check One: ☐ Sole proprietor ☒ Independent contractor ☐ Self-employed individual	DBA or Tradename (if applicable)	Year of Establishment (if applicable)
	Cory Capoccia	01/01/2012
Business Legal Name	NAICS Code	Applicant (including affiliates, if applicable) Meets Size Standard (check one):
Cory Capoccia	522220	☒ No more than 500 employees (or 300 employees, if applicable) unless "per location" exception applies ☐ SBA industry size standards ☐ SBA alternative size standard
Business Address (Street, City, State, Zip Code - No P.O. Box addresses allowed)	Business TIN (EIN, SSN, ITIN)	Business Phone
[REDACTED]	[REDACTED]	[REDACTED]
	Primary Contact	Email Address
	Cory Capoccia	[REDACTED]@gmail.com
Total Amount of Gross Income (from IRS Form 1040, Schedule C, Line 7)	Tax Year Used for Gross Income	Number of Employees (including owners):
\$11,900.00	☐ 2019 ☒ 2020	1

If you do not have any employees (other than owners), complete this table:

A. Your gross income amount from 2019 or 2020 IRS Form 1040, Schedule C, line 7:	\$11,900.00	B. Divide A by 12 (if more than \$8,333.33, enter \$8,333.33):	\$991.67	x 2.5 + EIDL (Do Not Include Any EIDL Advance) equals Loan Request Amount:	\$2,479.00
--	-------------	--	----------	--	------------

If you have employees (other than owners), complete this table:

A. Your 2019 or 2020 IRS Form 1040, Schedule C, line 7 amount, minus the sum of line 14, line 19, and line 26:	\$	B. Divide A by 12 (if more than \$8,333.33, enter \$8,333.33):	\$	C. Average Monthly Payroll for Employees (not including owners)	\$
Add B and C:	\$	x 2.5 + EIDL (Do Not Include Any EIDL Advance) equals Loan Request Amount:		\$	

Purpose of the loan (select all that apply):	☒ Payroll Costs (including proprietor expenses, equal to business expenses plus owner compensation)	☐ Rent / Mortgage Interest	☐ Utilities	☐ Covered Operations Expenditures
	☐ Covered Property Damage	☐ Covered Supplier Costs	☐ Covered Worker Protection Expenditures	☐ Other (explain): _____

Applicant Ownership

List all owners of 20% or more of the equity of the Applicant. Attach a separate sheet if necessary.

Owner Name	Title	Ownership %	TIN (EIN, SSN, ITIN)	Address
See Attached Table				



Paycheck Protection Program
Borrower Application Form for Schedule C Filers Using Gross Income
March 3, 2021

PPP Applicant Demographic Information (Optional)

Veteran/gender/race/ethnicity data is collected for program reporting purposes only. Disclosure is voluntary and will have no bearing on the loan application decision.

Principal Name	Principal Position
Cory Capoccia	
	Select Response Below:
Veteran	☒ Non-Veteran; ☐ Veteran; ☐ Service-Disabled Veteran; ☐ Spouse of Veteran; ☐ Not Disclosed
Gender	☒ Male; ☐ Female; ☐ Not Disclosed
Race (more than 1 may be selected)	☐ American Indian or Alaska Native; ☐ Asian; ☐ Black or African-American; ☐ Native Hawaiian or Pacific Islander; ☒ White; ☐ Not Disclosed
Ethnicity	☐ Hispanic or Latino; ☒ Not Hispanic or Latino; ☐ Not Disclosed

If questions (1), (2), (5), or (6) are answered "Yes," the loan will not be approved.

Question	Yes	No
1. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?	☐	☒
2. Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency (other than a Federal student loan made or guaranteed through a program administered by the Department of Education) that is (a) currently delinquent, or (b) has defaulted in the last 7 years and caused a loss to the government?	☐	☒
3. Is the Applicant or any owner of the Applicant an owner of any other business, or have common management (including a management agreement) with any other business? If yes, list all such businesses (including their TINs if available) and describe the relationship on a separate sheet identified as addendum A.	☐	☒
4. Did the Applicant receive an SBA Economic Injury Disaster Loan between January 31, 2020 and April 3, 2020? If yes, provide details on a separate sheet identified as addendum B.	☐	☒
5. Is the Applicant (if an individual) or any owner of the Applicant presently incarcerated or, for any felony, presently subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction? Initial here to confirm your response to question 5 →	☐	☒
6. Within the last 5 years, for any felony involving fraud, bribery, embezzlement, or a false statement in a loan application or an application for federal financial assistance, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; or 4) commenced any form of parole or probation (including probation before judgment)? Initial here to confirm your response to question 6 →	☐	☒
7. Is the United States the principal place of residence for the owner(s) of the Applicant and all employees included in the Applicant's payroll calculation above?	☒	☐
8. Is the Applicant a franchise?	☐	☒
9. Is the franchise listed in SBA's Franchise Directory? If yes, enter SBA Franchise Identifier Code here: _____	☐	☒



Paycheck Protection Program
Borrower Application Form for Schedule C Filers Using Gross Income
March 3, 2021

By Signing Below, You Make the Following Representations, Authorizations, and Certifications

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) and the Department of the Treasury (Treasury) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and the Economic Aid to Hard-Hit Small Businesses, Nonprofits, and Venues Act (the Paycheck Protection Program Rules).
- The Applicant, together with its affiliates (if applicable), (1) is an independent contractor, self-employed individual, or sole proprietor with no employees; (2) employs no more than the greater of 500 employees or, if applicable, the size standard in number of employees established by SBA in 13 C.F.R. 121.201 for the Applicant's industry; (3) if NAICS 72, employs no more than 500 employees per physical location; or (4) is a small business under the applicable revenue-based size standard established by SBA in 13 C.F.R. 121.201 for the Applicant's industry or under the SBA alternative size standard.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All loan proceeds will be used only for business-related purposes (including payroll and other proprietor expenses, which is business expenses plus owner compensation, as defined in the interim final rule posted on March 3, 2021) as specified in the loan application and consistent with the Paycheck Protection Program Rules including the prohibition on using loan proceeds for lobbying activities and expenditures.
- I understand that SBA encourages the purchase, to the extent feasible, of American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.
- Any EIDL loan received by the Applicant (Section 7(b)(2) of the Small Business Act) between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses for loans under the Paycheck Protection Program Rules.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

The authorized representative of the Applicant must certify in good faith to all of the below by **initialing** next to each one (the terms "payroll" and "payroll costs" as used in the below certifications include proprietor expenses (business expenses plus owner compensation)):

CC The Applicant was in operation on February 15, 2020, has not permanently closed, and was either an eligible self-employed individual, independent contractor, or sole proprietorship with no employees, or had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC.

CC Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.

CC The funds will be used to retain workers and maintain payroll; or make payments for mortgage interest, rent, utilities, covered operations expenditures, covered property damage costs, covered supplier costs, and covered worker protection expenditures as specified under the Paycheck Protection Program Rules; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.

CC I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, covered utilities, covered operations expenditures, covered property damage costs, covered supplier costs, and covered worker protection expenditures, and not more than 40% of the forgiven amount may be for non-payroll costs. If required, the Applicant will provide to the Lender and/or SBA documentation verifying the number of full-time equivalent employees on the Applicant's payroll as well as the dollar amounts of eligible expenses for the covered period following this loan.

CC The Applicant has not and will not receive another loan under the Paycheck Protection Program, section 7(a)(36) of the Small Business Act (15 U.S.C. 636(a)(36)) (this does not include Paycheck Protection Program second draw loans, section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37))).

CC The Applicant has not and will not receive a Shuttered Venue Operator grant from SBA.

CC The President, the Vice President, the head of an Executive department, or a Member of Congress, or the spouse of such person as determined under applicable common law, does not directly or indirectly hold a controlling interest in the Applicant, with such terms having the meanings provided in Section 322 of the Economic Aid to Hard-Hit Small Businesses, Nonprofits, and Venues Act.

CC The Applicant is not an issuer, the securities of which are listed on an exchange registered as a national securities exchange under section 6 of the Securities Exchange Act of 1934 (15 U.S.C. 78f).

CC I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 U.S.C. 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 U.S.C. 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a federally insured institution, under 18 U.S.C. 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.

CC I acknowledge that the Lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge, and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.

[Redacted Signature] Representative of Applicant

Cory Capoccia

Print Name

03-16-2021

Date

Owner

Title



Paycheck Protection Program
Borrower Application Form for Schedule C Filers Using Gross Income
March 3, 2021

Purpose of this form:

This form is to be completed by the authorized representative of the Applicant and *submitted to your SBA Participating Lender*. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect that determination.

An Applicant that files an IRS Form 1040, Schedule C, and elects to calculate the PPP loan amount using gross income must use this form. An Applicant that files an IRS Form 1040, Schedule C, and elects to calculate the PPP loan amount using net profit must use SBA Form 2483. An Applicant that files an IRS Form 1040, Schedule F, and calculates the PPP loan amount using gross income must use SBA Form 2483.

Instructions for completing this form:

For purposes of reporting Year of Establishment, applicants may enter "NA".

For purposes of reporting NAICS Code, applicants must match the business activity code provided on their IRS income tax filings, if applicable.

For purposes of reporting Number of Employees, sole proprietors, self-employed individuals, and independent contractors should include themselves as employees (i.e., the minimum number in the box Number of Employees is one). Applicants may use their average employment over the time period used to calculate their aggregate payroll costs to determine their number of employees. Alternatively, Applicants may elect to use the average number of employees per pay period in the 12 completed calendar months prior to the date of the loan application.

For purposes of calculating Average Monthly Payroll for Employees (box C), Applicants must use the average monthly payroll for 2019 or 2020 for employees (not including the owner), excluding costs over \$100,000 on an annualized basis, as prorated for the period during which the payments are made or the obligation to make the payments is incurred, for each employee. The payroll year used must be the same as the tax year used for the gross income calculation (box A in either table). For seasonal businesses, the Applicant may elect to instead use average total monthly payroll for any twelve-week period selected by the Applicant between February 15, 2019 and February 15, 2020, excluding costs over \$100,000 on an annualized basis, as prorated for the period during which the payments are made or the obligation to make the payments is incurred, for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over \$100,000 on an annualized basis, as prorated for the period during which the payments are made or the obligation to make the payments is incurred, for each employee.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020 to Loan Request as indicated on the form. Do not add the amount of any EIDL Advance.

With respect to Purpose of the Loan, payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave (except those paid leave amounts for which a credit is allowed under FFCRA Sections 7001 and 7003); allowance for separation or dismissal; payment for the provision of employee benefits (including insurance premiums) consisting of group health care coverage, group life, disability, vision, or dental insurance, and retirement benefits; payment of state and local taxes assessed on compensation of employees; and wages, commissions, income, or net earnings from self-employment or similar compensation. This includes proprietor expenses, which means businesses expenses plus owner compensation.

If the Applicant is a qualified joint venture for federal income tax purposes ((1) the only members of the joint venture are a married couple who file a joint return and each file Schedule C, (2) both spouses materially participate in the trade or business, and (3) both spouses elect not to be treated as a partnership), only one spouse may submit this form on behalf of the qualified joint venture. For purposes of reporting Number of Employees, each spouse should be counted. For purposes of determining which table to use to calculate Loan Request Amount, if the Applicant has no employees other than the married couple, complete the table labeled "If you do not have any employees other than yourself, complete this table." For purposes of calculating gross income, enter the sum of gross income (Schedule C, line 7) from both spouses. For purposes of calculating the Loan Request Amount, the amount entered in box B in either table is capped at \$8,333.33.

For a sole proprietorship, the sole proprietor is considered the owner of the Applicant. For a limited liability company that has only one member and that is treated as a disregarded entity for federal income tax purposes and files Schedule C, the member is considered a sole proprietor and the owner of the Applicant. If the Applicant is treated as a qualified joint venture for federal income tax purposes (the only members of the joint venture are a married couple who file a joint return and each file a Schedule C), both spouses are considered sole proprietors and owners of the Applicant.

For purposes of reporting (optional) demographic information:

1. **Purpose.** Veteran/gender/race/ethnicity data is collected for program reporting purposes only.
2. **Description.** This form requests information about each of the Applicant's Principals. Add additional sheets if necessary.
3. **Definition of Principal.** The term "Principal" means:
 - The self-employed individual, independent contractor, or sole proprietor.
 - Any individual hired by the Applicant to manage the day-to-day operations of the Applicant ("key employee").
4. **Principal Name.** Insert the full name of the Principal.
5. **Principal Position.** Identify the Principal's position: self-employed individual, independent contractor, sole proprietor, or key employee.

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to: Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416, and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503. **PLEASE DO NOT SEND FORMS TO THESE ADDRESSES.**



Paycheck Protection Program
Borrower Application Form for Schedule C Filers Using Gross Income
March 3, 2021

Privacy Act (5 U.S.C. 552a) – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 U.S.C. Section 636(a)(1)(B) of the Small Business Act.

Disclosure of Information – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies' function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Program using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Freedom of Information Act (5 U.S.C. 552) – This law provides, with some exceptions, that SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that is generally released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers, the amount of the loan, and the type of the loan. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined and required to abate the hazards in their workplaces. They may also be ordered to cease operations posing an imminent danger of death or serious injury until employees can be protected. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

Equal Credit Opportunity Act (15 U.S.C. 1691) – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549 (2 C.F.R. Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.

Demographics

Principal Name	Position	Veteran	Gender	American Indian	Asian	Black	Native Islander	White	Not Disclosed	Ethnicity
Cory Capoccia		Non-Veteran	M					X		N

Applicant Ownership

Owner Name	Title	Ownership %	TIN (EIN,SSN)	Address
Cory Capoccia	Owner	100	[REDACTED]	[REDACTED]

Certificate Of Completion

Envelope Id: 121B5D69F8224D13BC46BECE0F257F7D

Subject: Please Sign PPP_Origination_Application.pdf Below

Source Envelope:

Document Pages: 7

Signatures: 1

Certificate Pages: 5

Initials: 12

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

Womply PPP Admin

esign-2084-fhcc@teslarsoftware.com

IP Address:

Record Tracking

Status: Original

3/16/2021 12:08:38 AM

Holder: Womply PPP Admin

esign-2084-fhcc@teslarsoftware.com

Location: DocuSign

Signer Events

Cory Capoccia

[REDACTED]@gmail.com

Security Level: Email, Account Authentication (None), Authentication

Signature

DocuSigned by:

[REDACTED]

Signature Adoption: Pre-selected Style

Using IP Address: [REDACTED]

Signed using mobile

Timestamp

Sent: 3/16/2021 12:08:40 AM

Viewed: 3/16/2021 5:04:13 AM

Signed: 3/16/2021 5:05:03 AM

Authentication Details

ID Check:

Transaction: 31009232067455

Result: passed

Vendor ID: LexisNexis

Type: iAuth

Recipient Name Provided by: Recipient

Information Provided for ID Check: Address,

SSN9, SSN4, DOB

Performed: 3/16/2021 5:04:05 AM

Question Details:

passed property.county.real

passed corporate.association.fake

passed corporate.association.real

passed person.state.real

passed property.association.single.real

passed county.lived.single.real

ID Check:

Transaction: 31011265197215

Result: passed

Vendor ID: LexisNexis

Type: iAuth

Recipient Name Provided by: Recipient

Information Provided for ID Check: Address,

SSN9, SSN4, DOB

Performed: 8/5/2021 12:38:41 PM

Question Details:

passed vehicle.association.fake

passed corporate.association.real

passed property.association.single.real

Electronic Record and Signature Disclosure:

Accepted: 3/16/2021 5:04:13 AM

ID: 6b0ec6e8-4e4c-4deb-819e-a88ff27aad57

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/16/2021 12:08:40 AM
Certified Delivered	Security Checked	3/16/2021 5:04:13 AM
Signing Complete	Security Checked	3/16/2021 5:05:03 AM
Completed	Security Checked	3/16/2021 5:05:03 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Fountainhead SBF (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Fountainhead SBF:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esign-2084-fhcc@teslarsoftware.com

To advise Fountainhead SBF of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esign-2084-fhcc@teslarsoftware.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Fountainhead SBF

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esign-2084-fhcc@teslarsoftware.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Fountainhead SBF

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esign-2084-fhcc@teslarsoftware.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Fountainhead SBF as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Fountainhead SBF during the course of your relationship with Fountainhead SBF.



**SMALL BUSINESS ADMINISTRATION
WASHINGTON, DC 20416**

09/01/2022

VIA FORGIVENESS PLATFORM

[REDACTED]

Harvest Small Business Finance, LLC

Re: PAYCHECK PROTECTION PROGRAM FINAL SBA LOAN REVIEW DECISION

Borrower: OTO ANALYTICS, INC.

SBA Loan No.: 4959988403

Approved Loan Amount: \$1,999,997.00

Loan Approval Date: 02/07/2021

Lender Forgiveness Decision Submission Date: 09/13/2021

Lender Forgiveness Decision Amount: \$1,999,997.00

SBA Final Forgiveness Amount: \$ 0.00

Dear: [REDACTED]

The U.S. Small Business Administration (SBA) has completed its review of the above-referenced Paycheck Protection Program (PPP) loan. Based on a review of lender and/or borrower submissions, and consideration of the facts and circumstances, SBA has made a final SBA loan review decision.

SBA has determined that the borrower was ineligible for the PPP loan. The reason(s) for SBA's decision is as follows:

The SBA concludes that the Borrower's previously received First Draw PPP loan was determined to be ineligible, therefore the Borrower's Second Draw PPP loan is ineligible.

Based on the above stated reason(s), SBA has determined that forgiveness in the amount of \$0.00 is appropriate. Additional details regarding the forgiveness payment amount (if any) will be provided in a Notice of Paycheck Protection Program Forgiveness Payment.

Within 5 business days of the date of this letter, you must provide a copy of this final SBA loan review decision to the borrower.

You must continue to service the loan. You must notify the borrower that the remaining balance of the loan after application of the forgiveness payment (if any) must be repaid on or before the maturity date. The notification must include the date on which the first principal and interest payment is due and the amount of the borrower's regular payment. As set forth below, if the borrower files a timely appeal with SBA's Office of Hearings and Appeals (OHA), the deferment period of the loan will be extended pursuant to 13 CFR § 134.1211.

Pursuant to 13 CFR § 134.1201(b), the borrower has the right to appeal to SBA's Office of Hearings and Appeals a final SBA loan review decision that the borrower:

1. was ineligible for a PPP loan;
2. was ineligible for the PPP loan amount received or used the PPP loan proceeds for unauthorized uses;
3. is ineligible for PPP loan forgiveness in the amount determined by the lender in its full approval or partial approval decision issued to SBA; and/or
4. is ineligible for PPP loan forgiveness in any amount when the lender has issued a full denial decision to SBA.

Any appeal must be made in accordance with the SBA Rules of Practice for Borrower Appeals of Final SBA Loan Review Decisions Under the Paycheck Protection Program, located at 13 CFR § 134.1201, *et seq.*, including but not limited to the following:

- An appeal petition must be filed with SBA's Office of Hearings and Appeals (OHA) within 30 calendar days after the borrower's receipt of the final SBA loan review decision. 13 CFR § 134.1202(a). To file and manage an appeal of a final SBA loan review decision with OHA, refer to [Office of Hearings and Appeals](#).
- Borrower must include, among other things, a copy of this final SBA loan review decision with its appeal. 13 CFR § 134.1204(a).
- Borrower must provide you (the lender) with a copy of the timely appeal petition filed with OHA so that you can extend the deferment period of the loan. 13 CFR § 134.1202(b).
- An appeal to OHA is an administrative remedy that must be exhausted before judicial review of a final SBA loan review decision may be sought in a federal district court. 13 CFR § 134.1201(d).

Thank you for your cooperation.

Sincerely,

Office of Capital Access
U.S. Small Business Administration



**SMALL BUSINESS ADMINISTRATION
WASHINGTON, DC 20416**

09/01/2022

VIA FORGIVENESS PLATFORM

[REDACTED]

Harvest Small Business Finance, LLC

Re: PAYCHECK PROTECTION PROGRAM FINAL SBA LOAN REVIEW DECISION

Borrower: OTO ANALYTICS, INC.

SBA Loan No.: 5187557106

Approved Loan Amount: \$3,103,440.00

Loan Approval Date: 04/13/2020

Lender Forgiveness Decision Submission Date: 09/01/2021

Lender Forgiveness Decision Amount: \$3,103,440.00

SBA Final Forgiveness Amount: \$ 0.00

Dear: [REDACTED]

The U.S. Small Business Administration (SBA) has completed its review of the above-referenced Paycheck Protection Program (PPP) loan. Based on a review of lender and/or borrower submissions, and consideration of the facts and circumstances, SBA has made a final SBA loan review decision.

SBA has determined that the borrower was ineligible for the PPP loan amount. The reason(s) for SBA's decision is as follows:

After a review of the forgiveness submission, the SBA concludes that the documentation provided is insufficient to support forgiveness.

Multiple requests were made for documentation to determine eligibility and not all requested information were provided. Copy of the Social Security card and a detailed payroll report for the covered period (May 15, 2020-October 30, 2020) have not been submitted. Submitted document covers a portion of the covered period. Without the requested documents, the SBA is unable to make an eligibility determination.

Based on the above stated reason(s), SBA has determined that forgiveness in the amount of \$0.00 is appropriate. Additional details regarding the forgiveness payment amount (if any) will be provided in a Notice of Paycheck Protection Program Forgiveness Payment.

Within 5 business days of the date of this letter, you must provide a copy of this final SBA loan review decision to the borrower.

You must continue to service the loan. You must notify the borrower that the remaining balance of the loan after application of the forgiveness payment (if any) must be repaid on or before the maturity date. The notification must include the date on which the first principal and interest payment is due and the amount of the borrower's regular payment. As set forth below, if the borrower files a timely appeal with SBA's Office of Hearings and Appeals (OHA), the deferment period of the loan will be extended pursuant to 13 CFR § 134.1211.

Pursuant to 13 CFR § 134.1201(b), the borrower has the right to appeal to SBA's Office of Hearings and Appeals a final SBA loan review decision that the borrower:

1. was ineligible for a PPP loan;
2. was ineligible for the PPP loan amount received or used the PPP loan proceeds for unauthorized uses;
3. is ineligible for PPP loan forgiveness in the amount determined by the lender in its full approval or partial approval decision issued to SBA; and/or
4. is ineligible for PPP loan forgiveness in any amount when the lender has issued a full denial decision to SBA.

Any appeal must be made in accordance with the SBA Rules of Practice for Borrower Appeals of Final SBA Loan Review Decisions Under the Paycheck Protection Program, located at 13 CFR § 134.1201, *et seq.*, including but not limited to the following:

- An appeal petition must be filed with SBA's Office of Hearings and Appeals (OHA) within 30 calendar days after the borrower's receipt of the final SBA loan review decision. 13 CFR § 134.1202(a). To file and manage an appeal of a final SBA loan review decision with OHA, refer to [Office of Hearings and Appeals](#).
- Borrower must include, among other things, a copy of this final SBA loan review decision with its appeal. 13 CFR § 134.1204(a).
- Borrower must provide you (the lender) with a copy of the timely appeal petition filed with OHA so that you can extend the deferment period of the loan. 13 CFR § 134.1202(b).
- An appeal to OHA is an administrative remedy that must be exhausted before judicial review of a final SBA loan review decision may be sought in a federal district court. 13 CFR § 134.1201(d).

Thank you for your cooperation.

Sincerely,

Office of Capital Access
U.S. Small Business Administration



**Paycheck Protection Program
Borrower Application Form**

OMB Control No.: 3245-0407
Expiration Date: 09/30/2020

Check One: ☐ Sole proprietor ☐ Partnership ☒ C-Corp ☐ S-Corp ☐ LLC ☐ Independent contractor ☐ Eligible self-employed individual ☐ 501(c)(3) nonprofit ☐ 501(c)(19) veterans organization ☐ Tribal business (sec. 31(b)(2)(C) of Small Business Act) ☐ Other	DBA or Tradename if Applicable Womply				
Business Legal Name Oto Analytics, Inc.					
Business Address San Francisco, CA 94104	<table border="1"><tr><td>Business TIN (EIN, SSN) 4</td><td>Business Phone </td></tr><tr><td>Primary Contact</td><td>Email Address</td></tr></table>	Business TIN (EIN, SSN) 4	Business Phone 	Primary Contact	Email Address
Business TIN (EIN, SSN) 4	Business Phone 				
Primary Contact	Email Address				

Average Monthly Payroll:	\$ 1,241,377	x 2.5 + EIDL, Net of Advance (if Applicable) Equals Loan Request:	\$ 3,103,443	Number of Employees:	108
Purpose of the loan (select more than one): ☒ Payroll ☐ Lease / Mortgage Interest ☐ Utilities ☐ Other (explain): _____					

Applicant Ownership

List all owners of 20% or more of the equity of the Applicant. Attach a separate sheet if necessary.

Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address
Toby Scammell	CEO	19%		5

If questions (1) or (2) below are answered "Yes," the loan will not be approved.

Question	Yes	No
1. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?	☐	☒
2. Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is currently delinquent or has defaulted in the last 7 years and caused a loss to the government?	☐	☒
3. Is the Applicant or any owner of the Applicant an owner of any other business, or have common management with, any other business? If yes, list all such businesses and describe the relationship on a separate sheet identified as addendum A.	☐	☒
4. Has the Applicant received an SBA Economic Injury Disaster Loan between January 31, 2020 and April 3, 2020? If yes, provide details on a separate sheet identified as addendum B.	☐	☒

If questions (5) or (6) are answered "Yes," the loan will not be approved.

Question	Yes	No
5. Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction, or presently incarcerated, or on probation or parole? Initial here to confirm your response to question 5 → <u>CSC</u>	☐	☒
6. Within the last 5 years, for any felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; 4) been placed on pretrial diversion; or 5) been placed on any form of parole or probation (including probation before judgment)? Initial here to confirm your response to question 6 → <u>CSC</u>	☐	☒
7. Is the United States the principal place of residence for all employees of the Applicant included in the Applicant's payroll calculation above?	☒	☐
8. Is the Applicant a franchise that is listed in the SBA's Franchise Directory?	☐	☒



Paycheck Protection Program Borrower Application Form

By Signing Below, You Make the Following Representations, Authorizations, and Certifications

CERTIFICATIONS AND AUTHORIZATIONS

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) implementing the Paycheck Protection Program under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (the Paycheck Protection Program Rule).
- The Applicant (1) is an independent contractor, eligible self-employed individual, or sole proprietor or (2) employs no more than the greater of 500 or employees or, if applicable, the size standard in number of employees established by the SBA in 13 C.F.R. 121.201 for the Applicant's industry.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All SBA loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rule.
- To the extent feasible, I will purchase only American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.
- Any loan received by the Applicant under Section 7(b)(2) of the Small Business Act between January 31, 2020 and April 3, 2020 was for a purpose other than paying payroll costs and other allowable uses loans under the Paycheck Protection Program Rule.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

CERTIFICATIONS

The authorized representative of the Applicant must certify in good faith to all of the below by **initialing** next to each one:

COC

The Applicant was in operation on February 15, 2020 and had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC.

COC

Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.

COC

The funds will be used to retain workers and maintain payroll or make mortgage interest payments, lease payments, and utility payments, as specified under the Paycheck Protection Program Rule; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.

COC

The Applicant will provide to the Lender documentation verifying the number of full-time equivalent employees on the Applicant's payroll as well as the dollar amounts of payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities for the eight-week period following this loan.

COC

I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, and covered utilities, and not more than 25% of the forgiven amount may be for non-payroll costs.

COC

During the period beginning on February 15, 2020 and ending on December 31, 2020, the Applicant has not and will not receive another loan under the Paycheck Protection Program.

COC

I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 USC 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 USC 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a federally insured institution, under 18 USC 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.

COC

I acknowledge that the lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, the SBA Office of Inspector General, for the purpose of compliance with SBA Loan

Signature _____

Cory Capoccia

Print Name

Date

President

Title

4/6/2020



Paycheck Protection Program Borrower Application Form

Purpose of this form:

This form is to be completed by the authorized representative of the Applicant and ***submitted to your SBA Participating Lender***. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect that determination.

Instructions for completing this form:

With respect to “purpose of the loan,” payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave; allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage, including insurance premiums, and retirement; payment of state and local taxes assessed on compensation of employees; and for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation.

For purposes of calculating “Average Monthly Payroll,” most Applicants will use the average monthly payroll for 2019, excluding costs over \$100,000 on an annualized basis for each employee. For seasonal businesses, the Applicant may elect to instead use average monthly payroll for the time period between February 15, 2019 and June 30, 2019, excluding costs over \$100,000 on an annualized basis for each employee. For new businesses, average monthly payroll may be calculated using the time period from January 1, 2020 to February 29, 2020, excluding costs over \$100,000 on an annualized basis for each employee.

If Applicant is refinancing an Economic Injury Disaster Loan (EIDL): Add the outstanding amount of an EIDL made between January 31, 2020 and April 3, 2020, less the amount of any “advance” under an EIDL COVID-19 loan, to Loan Request as indicated on the form.

All parties listed below are considered owners of the Applicant as defined in 13 CFR § 120.10, as well as “principals”:

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to : Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416., and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503.

Privacy Act (5 U.S.C. 552a) – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person’s integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act (the Act).

Disclosure of Information – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain “routine uses” of information protected by that Act. One such routine use is the disclosure of information maintained in SBA’s system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies’ function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Act using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) foreclose on collateral or take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial



Paycheck Protection Program Borrower Application Form

institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guaranty, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Freedom of Information Act (5 U.S.C. 552) – Subject to certain exceptions, SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that will be automatically released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers (and their officers, directors, stockholders or partners), the collateral pledged to secure the loan, the amount of the loan, its purpose in general terms and the maturity. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined, forced to cease operations, or prevented from starting operations. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

Equal Credit Opportunity Act (15 U.S.C. 1691) – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549; (2 CFR Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.

Form **8879-C**Department of the Treasury
Internal Revenue Service**IRS e-file Signature Authorization for Form 1120**

OMB No. 1545-0123

For calendar year 2018, or tax year beginning _____, 2018, ending _____, 20____

▶ **Do not send to the IRS. Keep for your records.**▶ **Go to www.irs.gov/Form8879C for the latest information.****2018**

Name of corporation

OTO ANALYTICS, INC.

Employer identification number

**** - *********Part I Tax Return Information** (Whole dollars only)

1 Total income (Form 1120, line 11)	1	21,002,412.
2 Taxable income (Form 1120, line 30)	2	-11,487,911.
3 Total tax (Form 1120, line 31)	3	
4 Amount owed (Form 1120, line 35)	4	
5 Overpayment (Form 1120, line 36)	5	

Part II Declaration and Signature Authorization of Officer. Be sure to get a copy of the corporation's return.

Under penalties of perjury, I declare that I am an officer of the above corporation and that I have examined a copy of the corporation's 2018 electronic income tax return and accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of the corporation's electronic income tax return. I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the corporation's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the corporation's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at **1-888-353-4537** no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the corporation's electronic income tax return and, if applicable, the corporation's consent to electronic funds withdrawal.

Officer's PIN: check one box only

☒ I authorize _____ to enter my PIN _____
ERO name do not enter all zeros
as my signature on the corporation's 2018 electronically filed income tax return.

☐ As an officer of the corporation, I will enter my PIN as my signature on the corporation's 2018 electronically filed income tax return.

Officer's signature ▶ _____ Date ▶ _____ Title ▶ **CEO****Part III Certification and Authentication****ERO's EFIN/PIN.** Enter your six-digit EFIN followed by your five-digit self-selected PIN. _____

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2018 electronically filed income tax return for the corporation indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 3112**, IRS e-file Application and Participation, and **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ _____ Date ▶ **10/10/19****ERO Must Retain This Form - See Instructions**
Do Not Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see instructions.

Form **8879-C** (2018)

LHA



Paycheck Protection Program
PPP Loan Forgiveness Application Form 3508EZ Revised July 30, 2021

OMB Control No.: 3245-0407
Expiration Date: 01/31/2022

Business Legal Name ("Borrower")		DBA or Tradename, if applicable	
OTO ANALYTICS, INC.		Womply	
Business Address	NAICS Code	Business TIN (EIN, SSN, ITIN)	Business Phone
[REDACTED]	511210	[REDACTED]	[REDACTED]
SAN FRANCISCO, CA 94104-5401		Primary Contact	E-mail Address
		TOBY SCAMMELL	[REDACTED]@womply.com

☒ **First Draw PPP Loan** ☐ **Second Draw PPP Loan** (check one)

SBA PPP Loan Number: 5187557106 **Lender PPP Loan Number:** 2020070190

PPP Loan Amount: \$3,103,440. **PPP Loan Disbursement Date:** 5/3/2020

Amount of PPP Loan Increase (if applicable): **Date of PPP Loan Increase (if applicable):**

Employees at Time of Loan Application: 108.00 **Employees at Time of Forgiveness Application:** 161

Covered Period: 5/15/2020 to 10/30/2020

Forgiveness Amount Calculation:

Payroll and Nonpayroll Costs

Line 1. Payroll Costs: \$3,297,792.83

Line 2. Business Mortgage Interest Payments: _____

Line 3. Business Rent or Lease Payments: _____

Line 4. Business Utility Payments: _____

Line 5. Covered Operations Expenditures: _____

Line 6. Covered Property Damage Costs: _____

Line 7. Covered Supplier Costs: _____

Line 8. Covered Worker Protection Expenditures: _____

Potential Forgiveness Amounts

Line 9. Sum the amounts on lines 1 through 8: \$3,297,792.83

Line 10. PPP Loan Amount: \$3,103,440.00

Line 11. Payroll Cost 60% Requirement (divide Line 1 by 0.60): \$5,496,321.38

Forgiveness Amount

Line 12. Forgiveness Amount (enter the smallest of Lines 9, 10, and 11): \$3,103,440.00



Paycheck Protection Program
PPP Loan Forgiveness Application Form 3508EZ Revised July 30, 2021

PPP Borrower Demographic Information (Optional)

Instructions

1. **Purpose.** Veteran/gender/race/ethnicity data is collected for program reporting purposes only.
2. **Description.** This form requests information about each of the Borrower's Principals. Add additional sheets if necessary.
3. **Definition of Principal.** The term "Principal" means:
 - For a self-employed individual, independent contractor, or a sole proprietor, the self-employed individual, independent contractor, or sole proprietor.
 - For a partnership, all general partners and all limited partners owning 20% or more of the equity of the Borrower, or any partner that is involved in the management of the Borrower's business.
 - For a corporation, all owners of 20% or more of the Borrower, and each officer and director.
 - For a limited liability company, all members owning 20% or more of the Borrower, and each officer and director.
 - Any individual hired by the Borrower to manage the day-to-day operations of the Borrower ("key employee").
 - Any trustor (if the Borrower is owned by a trust).
 - For a nonprofit organization, the officers and directors of the Borrower.
4. **Principal Name.** Insert the full name of the Principal.
5. **Principal Position.** Identify the Principal's position; for example, self-employed individual; independent contractor; sole proprietor; general partner; owner; officer; director; member; or key employee.

Principal Name	Principal Position
TOBY SCAMMELL	Chief Executive Officer
	Select Response Below:
Veteran	☐ Non-Veteran; ☐ Veteran; ☐ Service-Disabled Veteran; ☐ Spouse of Veteran; ☐ Not Disclosed
Gender	☐ Male; ☐ Female; ☐ Not Disclosed
Race (more than 1 may be selected)	☐ American Indian or Alaska Native; ☐ Asian; ☐ Black or African-American; ☐ Native Hawaiian or Pacific Islander; ☐ White; ☐ Not Disclosed
Ethnicity	☐ Hispanic or Latino; ☐ Not Hispanic or Latino; ☐ Not Disclosed

Disclosure is voluntary and will have no bearing on the loan forgiveness decision

By Signing Below, You Make the Following Representations and Certifications on Behalf of the Borrower:

The Authorized Representative of the Borrower certifies to all of the below by **initialing** next to each one. The terms "payroll" and "payroll costs" as used in the below certifications include proprietor expenses (business expenses plus owner compensation) for Borrowers that applied for loans using SBA Form 2483-C or 2483-SD-C.

TS

The dollar amount for which forgiveness is requested (which does not exceed the principal amount of the PPP loan):

- was used to pay business costs that are eligible for forgiveness (payroll costs to retain employees; business mortgage interest payments; business rent or lease payments; business utility payments; covered operations expenditures; covered property damage costs; covered supplier costs; or covered worker protection expenditures);
- includes payroll costs equal to at least 60% of the forgiveness amount; and
- for any owner-employee (with an ownership stake of 5% or more) or self-employed individual/general partner, does not exceed 2.5 months' worth of compensation received during the year used to calculate the PPP loan amount, capped at \$20,833 per individual in total across all businesses.

TS

TS

I understand that if the funds were knowingly used for unauthorized purposes, the federal government may pursue recovery of loan amounts and/or civil or criminal fraud charges.

The Borrower did not reduce salaries or hourly wages of any employee by more than 25 percent for any employee during the Covered Period compared to the most recent quarter before the Covered Period. For purposes of this certification, the term "employee" includes only those employees that did not receive, during any single period during 2019, wages or salary at an annualized rate of pay in an amount more than \$100,000.

TS

The Borrower has accurately verified the payments for the eligible payroll and nonpayroll costs for which the Borrower is requesting forgiveness.



Paycheck Protection Program
PPP Loan Forgiveness Application Form 3508EZ Revised July 30, 2021

TS

I have submitted to the Lender the required documentation verifying payroll costs, the existence of obligations and service (as applicable) prior to February 15, 2020, and eligible business mortgage interest payments, business rent or lease payments, business utility payments, covered operations expenditures, covered property damage costs, covered supplier costs, and covered worker protection expenditures.

TS

TS

If this application is being submitted for a Second Draw PPP Loan, the Borrower used all First Draw PPP Loan amounts on eligible expenses prior to disbursement of the Second Draw PPP Loan.

The information provided in this application and the information provided in all supporting documents and forms is true and correct in all material respects. I understand that knowingly making a false statement to obtain forgiveness of an SBA-guaranteed loan is punishable under the law, including 18 U.S.C. 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 U.S.C. 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a Federally insured institution, under 18 U.S.C. 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.

TS

The tax documents I have submitted to the Lender (if applicable) are consistent with those the Borrower has submitted or will submit to the IRS and/or state tax or workforce agency. I also understand, acknowledge, and agree that the Lender can share the tax information with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of ensuring compliance with PPP requirements and all SBA reviews.

TS

I understand, acknowledge, and agree that SBA may request additional information for the purposes of evaluating the Borrower's eligibility for the PPP loan and for loan forgiveness, and that the Borrower's failure to provide information requested by SBA may result in a determination that the Borrower was ineligible for the PPP loan or a denial of the Borrower's loan forgiveness application.

In addition, the Authorized Representative of the Borrower must certify by **initialing at least ONE** of the following two items:

TS

The Borrower did not reduce the number of employees or the average paid hours of employees between January 1, 2020 and the end of the Covered Period (other than any reductions that arose from an inability to rehire individuals who were employees on February 15, 2020, if the Borrower was unable to hire similarly qualified employees for unfilled positions on or before December 31, 2020 (or, for a PPP loan made after December 27, 2020, before the last day of the Covered Period), and reductions in an employee's hours that a borrower offered to restore and were refused).

TS

The Borrower was unable to operate between February 15, 2020, and the end of the Covered Period at the same level of business activity as before February 15, 2020 due to compliance with requirements established or guidance issued between March 1, 2020 and December 31, 2020 (or, for a PPP loan made after December 27, 2020, requirements established or guidance issued before the last day of the Covered Period), by the Secretary of Health and Human Services, the Director of the Centers for Disease Control and Prevention, or the Occupational Safety and Health Administration, related to the maintenance of standards of sanitation, social distancing, or any other work or customer safety requirement related to COVID-19.

The Borrower's eligibility for loan forgiveness will be evaluated in accordance with the PPP regulations and guidance issued by SBA through the date of this application. SBA may direct a lender to disapprove the Borrower's loan forgiveness application if SBA determines [REDACTED] was ineligible for the PPP loan.

08 / 19 / 2021

Signature of Authorized Representative of Borrower

Date

Toby Scammell

Print Name

CEO

Title

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 20 minutes. Comments about this time or the information requested should be sent to Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416, and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503. PLEASE DO NOT SEND FORMS TO THESE ADDRESSES.



Paycheck Protection Program
PPP Loan Forgiveness Application Form 3508EZ Revised July 30, 2021

OMB Control No.: 3245-0407
Expiration Date: 01/31/2022

Business Legal Name ("Borrower")		DBA or Tradename, if applicable	
Oto Analytics, Inc.		Womply	
Business Address	NAICS Code	Business TIN (EIN, SSN, ITIN)	Business Phone
San Francisco, CA 94104-5401	511210		
		Primary Contact	E-mail Address

☐ First Draw PPP Loan ☒ Second Draw PPP Loan (check one)

SBA PPP Loan Number: 4959988403 Lender PPP Loan Number: 2021011340

PPP Loan Amount: \$1,999,997. PPP Loan Disbursement Date: 2/18/2021

Amount of PPP Loan Increase (if applicable): Date of PPP Loan Increase (if applicable):

Employees at Time of Loan Application: 97.00 Employees at Time of Forgiveness Application: 83

Covered Period: 2/18/2021 to 8/5/2021

Forgiveness Amount Calculation:

Payroll and Nonpayroll Costs

Line 1. Payroll Costs: \$4,344,726.55

Line 2. Business Mortgage Interest Payments:

Line 3. Business Rent or Lease Payments:

Line 4. Business Utility Payments:

Line 5. Covered Operations Expenditures:

Line 6. Covered Property Damage Costs:

Line 7. Covered Supplier Costs:

Line 8. Covered Worker Protection Expenditures:

Potential Forgiveness Amounts

Line 9. Sum the amounts on lines 1 through 8: \$4,344,726.55

Line 10. PPP Loan Amount: \$1,999,997.00

Line 11. Payroll Cost 60% Requirement (divide Line 1 by 0.60): \$7,241,210.92

Forgiveness Amount

Line 12. Forgiveness Amount (enter the smallest of Lines 9, 10, and 11): \$1,999,997.00



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PPP Borrower Demographic Information (Optional)

Instructions

1. **Purpose.** Veteran/gender/race/ethnicity data is collected for program reporting purposes only.
2. **Description.** This form requests information about each of the Borrower's Principals. Add additional sheets if necessary.
3. **Definition of Principal.** The term "Principal" means:
 - For a self-employed individual, independent contractor, or a sole proprietor, the self-employed individual, independent contractor, or sole proprietor.
 - For a partnership, all general partners and all limited partners owning 20% or more of the equity of the Borrower, or any partner that is involved in the management of the Borrower's business.
 - For a corporation, all owners of 20% or more of the Borrower, and each officer and director.
 - For a limited liability company, all members owning 20% or more of the Borrower, and each officer and director.
 - Any individual hired by the Borrower to manage the day-to-day operations of the Borrower ("key employee").
 - Any trustor (if the Borrower is owned by a trust).
 - For a nonprofit organization, the officers and directors of the Borrower.
4. **Principal Name.** Insert the full name of the Principal.
5. **Principal Position.** Identify the Principal's position; for example, self-employed individual; independent contractor; sole proprietor; general partner; owner; officer; director; member; or key employee.

Principal Name		Principal Position	
Toby Scammell		Chief Executive Officer	
	Select Response Below:		
Veteran	☐ Non-Veteran; ☐ Veteran; ☐ Service-Disabled Veteran; ☐ Spouse of Veteran; ☐ Not Disclosed		
Gender	☒ Male; ☐ Female; ☐ Not Disclosed		
Race (more than 1 may be selected)	☐ American Indian or Alaska Native; ☐ Asian; ☐ Black or African-American; ☐ Native Hawaiian or Pacific Islander; ☐ White; ☐ Not Disclosed		
Ethnicity	☐ Hispanic or Latino; ☐ Not Hispanic or Latino; ☐ Not Disclosed		

Disclosure is voluntary and will have no bearing on the loan forgiveness decision

By Signing Below, You Make the Following Representations and Certifications on Behalf of the Borrower:

The Authorized Representative of the Borrower certifies to all of the below by **initialing** next to each one. The terms "payroll" and "payroll costs" as used in the below certifications include proprietor expenses (business expenses plus owner compensation) for Borrowers that applied for loans using SBA Form 2483-C or 2483-SD-C.

TS

The dollar amount for which forgiveness is requested (which does not exceed the principal amount of the PPP loan):

- was used to pay business costs that are eligible for forgiveness (payroll costs to retain employees; business mortgage interest payments; business rent or lease payments; business utility payments; covered operations expenditures; covered property damage costs; covered supplier costs; or covered worker protection expenditures);
- includes payroll costs equal to at least 60% of the forgiveness amount; and
- for any owner-employee (with an ownership stake of 5% or more) or self-employed individual/general partner, does not exceed 2.5 months' worth of compensation received during the year used to calculate the PPP loan amount, capped at \$20,833 per individual in total across all businesses.

TS

I understand that if the funds were knowingly used for unauthorized purposes, the federal government may pursue recovery of loan amounts and/or civil or criminal fraud charges.

TS

The Borrower did not reduce salaries or hourly wages of any employee by more than 25 percent for any employee during the Covered Period compared to the most recent quarter before the Covered Period. For purposes of this certification, the term "employee" includes only those employees that did not receive, during any single period during 2019, wages or salary at an annualized rate of pay in an amount more than \$100,000.

TS

The Borrower has accurately verified the payments for the eligible payroll and nonpayroll costs for which the Borrower is requesting forgiveness.



Paycheck Protection Program
PPP Loan Forgiveness Application Form 3508EZ Revised July 30, 2021

TS

I have submitted to the Lender the required documentation verifying payroll costs, the existence of obligations and service (as applicable) prior to February 15, 2020, and eligible business mortgage interest payments, business rent or lease payments, business utility payments, covered operations expenditures, covered property damage costs, covered supplier costs, and covered worker protection expenditures.

TS

If this application is being submitted for a Second Draw PPP Loan, the Borrower used all First Draw PPP Loan amounts on eligible expenses prior to disbursement of the Second Draw PPP Loan.

TS

The information provided in this application and the information provided in all supporting documents and forms is true and correct in all material respects. I understand that knowingly making a false statement to obtain forgiveness of an SBA-guaranteed loan is punishable under the law, including 18 U.S.C. 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 U.S.C. 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a Federally insured institution, under 18 U.S.C. 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.

TS

The tax documents I have submitted to the Lender (if applicable) are consistent with those the Borrower has submitted or will submit to the IRS and/or state tax or workforce agency. I also understand, acknowledge, and agree that the Lender can share the tax information with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of ensuring compliance with PPP requirements and all SBA reviews.

TS

I understand, acknowledge, and agree that SBA may request additional information for the purposes of evaluating the Borrower's eligibility for the PPP loan and for loan forgiveness, and that the Borrower's failure to provide information requested by SBA may result in a determination that the Borrower was ineligible for the PPP loan or a denial of the Borrower's loan forgiveness application.

In addition, the Authorized Representative of the Borrower must certify by **initialing at least ONE** of the following two items:

TS

The Borrower did not reduce the number of employees or the average paid hours of employees between January 1, 2020 and the end of the Covered Period (other than any reductions that arose from an inability to rehire individuals who were employees on February 15, 2020, if the Borrower was unable to hire similarly qualified employees for unfilled positions on or before December 31, 2020 (or, for a PPP loan made after December 27, 2020, before the last day of the Covered Period), and reductions in an employee's hours that a borrower offered to restore and were refused).

TS

The Borrower was unable to operate between February 15, 2020, and the end of the Covered Period at the same level of business activity as before February 15, 2020 due to compliance with requirements established or guidance issued between March 1, 2020 and December 31, 2020 (or, for a PPP loan made after December 27, 2020, requirements established or guidance issued before the last day of the Covered Period), by the Secretary of Health and Human Services, the Director of the Centers for Disease Control and Prevention, or the Occupational Safety and Health Administration, related to the maintenance of standards of sanitation, social distancing, or any other work or customer safety requirement related to COVID-19.

The Borrower's eligibility for loan forgiveness will be evaluated in accordance with the PPP regulations and guidance issued by SBA through the date of this application. SBA may direct a lender to disapprove the Borrower's loan forgiveness application if SBA determines that the Borrower was ineligible for the PPP loan.

Signature of Authorized Representative of Borrower

Toby Scammell

Print Name

09 / 10 / 2021

Date

CEO

Title

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To: [REDACTED]

Thank you! Your forgiveness request has been successfully submitted to the SBA. It has been taking them about 20-30 days to process although they do have up to 90 days to review. I will keep you in the loop as soon as I receive a status update.

Warm regards,

[REDACTED]

Senior PPP Program Processor
Paycheck Protection Program Department
24422 Avenida De La Carlota, Suite 232
Laguna Hills, CA 92653
[REDACTED]@harvestcres.com
www.harvestsb.com



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From: [REDACTED]@womply.com >
Sent: Monday, September 13, 2021 9:07 AM
To: [REDACTED]@harvestcres.com >
Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

Here is the signed application for the second draw PPP loan.

[REDACTED]

[REDACTED], CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Fri, Sep 10, 2021 at 4:16 PM [REDACTED]@womply.com > wrote:

[REDACTED]

Toby has not yet signed the application. He may be travelling right now. I will forward the signed application once I receive it.

[REDACTED]

[REDACTED], CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Fri, Sep 10, 2021 at 3:57 PM [REDACTED]@harvestcres.com > wrote:

Hey [REDACTED]

I just wanted to check in to see if you've had a chance to sign the app. Hoping to submit before the weekend. Let me know if I can answer any questions for you.

Warm regards,

Senior PPP Program Processor



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From: [REDACTED]@womply.com >
Sent: Thursday, September 9, 2021 2:17 PM
To: [REDACTED]@harvestcres.com >
Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

Here are the 941 returns. The application is in the signature process.

[REDACTED]

[REDACTED], CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Wed, Sep 8, 2021 at 12:46 PM [REDACTED]@harvestcres.com > wrote:

Please also provide your 2021 941s for Q1 and Q2.

Warm regards,

[REDACTED]

Senior PPP Program Processor



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From: [REDACTED]
Sent: Wednesday, September 8, 2021 11:46 AM
To: [REDACTED]@womply.com >
Subject: RE: PPP Forgiveness - 20200701900 - 5187557106 - Womply
Importance: High

Hello [REDACTED]

My apologies for the delay in getting this back to you. Please find attached the revised/final application with the updated payroll figure based off of your attached Schedule A Worksheet's claimed cash comp.

Please review, sign and initial with wet ink (pen) or verified digital signature as this is required by the SBA and email back to me. This includes all certifications – must be initials and not “x” marks. Once I receive this, I will be clear to submit to the SBA.

Please let me know if you have any questions. Thank you.

Warm regards,

HARVEST_SSCC_002411

██████████
Senior PPP Program Processor
Paycheck Protection Program Department
24422 Avenida De La Carlota, Suite 232
Laguna Hills, CA 92653
██████████@harvestcref.com
www.harvestsbfc.com



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From: ██████████@womply.com >
Sent: Wednesday, September 1, 2021 9:26 AM
To: ██████████@harvestcref.com >
Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

██████████
Here is the application.

██████████
██████████, CPA | Sr. Assistant Controller | Womply | ██████████@womply.com

On Wed, Sep 1, 2021 at 10:24 AM ██████████@harvestcref.com > wrote:

Emailed to me directly is easiest, thank you!

Warm regards,

██████████
PPP Program Processor



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From: ██████████@womply.com >
Sent: Wednesday, September 1, 2021 9:21 AM
To: ██████████@harvestcref.com >
Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

██████████
I have the electronically signed revised forgiveness application now. Would you prefer it was uploaded through the portal or just emailed to you directly?

[REDACTED], CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Tue, Aug 31, 2021 at 3:31 PM [REDACTED]@womply.com > wrote:

[REDACTED]

The three reports for the second draw PPP loan are now uploaded and the submit button is clicked. Let me know if you can't access the files.

[REDACTED]

[REDACTED], CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Tue, Aug 31, 2021 at 2:42 PM [REDACTED]@harvestcres.com > wrote:

I just received confirmation that that is an acceptable form of signature. Please send my way at your earliest convenience.

Warm regards,

[REDACTED]

PPP Program Processor



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From: [REDACTED]@womply.com >

Sent: Tuesday, August 31, 2021 1:25 PM

To: [REDACTED]@harvestcres.com >

Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

I'm not trying to be difficult, but we went to a fully remote model for our business. I don't have the option of printing it out and taking it to the CEO for signature. It would be much easier for us if there was a way for the SBA to accept an electronic signature. What do they consider a verified electronic signature?

[REDACTED]

[REDACTED], CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Tue, Aug 31, 2021 at 2:17 PM [REDACTED]@womply.com > wrote:

[REDACTED]

What if we have the verified by Hellosign electronic signature pages attached to the file?

[REDACTED]

[REDACTED], CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Tue, Aug 31, 2021 at 2:16 PM [REDACTED]@harvestcres.com > wrote:

You just have to print and wet sign on your end and then scan and email back. They just don't want non-verified digital signatures.

Warm regards,

[REDACTED]

PPP Program Processor



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From: [REDACTED]@womply.com >

Sent: Tuesday, August 31, 2021 1:15 PM

To: [REDACTED]@harvestcres.com >

Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

Exactly how do you expect to receive a wet signature via email?

[REDACTED]

[REDACTED], CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Tue, Aug 31, 2021 at 2:09 PM [REDACTED]@harvestcres.com > wrote:

[REDACTED]

Please find attached the revised/final application with updated payroll figure (based on provided Schedule A Worksheet) and loan disbursement date.

Please review, sign and initial with wet ink (pen) as this is required by the SBA and email back to me. This includes all certifications – must be initials and not “x” marks. Once I receive this, I will be clear to submit to the SBA.

Please let me know if you have any questions. Thank you.

Warm regards,

[REDACTED]

PPP Program Processor

Paycheck Protection Program Department

24422 Avenida De La Carlota, Suite 232

Laguna Hills, CA 92653

[REDACTED]@harvestcres.com

www.harvestsbf.com



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From: [REDACTED]@womply.com >
Sent: Tuesday, August 31, 2021 12:23 PM
To: [REDACTED]@harvestcref.com >
Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

I guess you do need to click the submit button at the end of the portal. The files should be there now. I have attached the spreadsheets to this email, in case clicking the submit button didn't work.

[REDACTED]

[REDACTED] CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Tue, Aug 31, 2021 at 1:14 PM [REDACTED]@harvestcref.com > wrote:

The only items that I can see that were recently uploaded were from 8/25. Can you please attach via email for ease and hopefully we can get this wrapped up today.

Warm regards,

[REDACTED]

PPP Program Processor



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From: [REDACTED]@womply.com >
Sent: Tuesday, August 31, 2021 11:01 AM
To: [REDACTED]@harvestcref.com >
Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

I had already uploaded the PPP Payroll export to the portal. The other two reports are now uploaded. Let me know if you can't access them.

[REDACTED]

[REDACTED] CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Tue, Aug 31, 2021 at 9:47 AM [REDACTED]@harvestcref.com > wrote:

All three reports please.

Warm regards,

[REDACTED]

PPP Program Processor



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From: [REDACTED]@womply.com >
Sent: Tuesday, August 31, 2021 8:45 AM
To: [REDACTED]@harvestcref.com >
Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]
Do you need all three reports or just the payroll data export?

[REDACTED]
[REDACTED] CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Tue, Aug 31, 2021 at 9:36 AM [REDACTED]@harvestcref.com > wrote:

Here is what I was able to find. Do you want to try pulling these reports and if that doesn't work, we can jump on a call? These reports would have everything we would need to progress.

<https://paylocity.egain.cloud/system/templates/selfservice/pctycss/help/customer/locale/en-US/portal/308600000001019/content/PCTY-86195/PPP-Loan-Forgiveness-Reports>

Article ID: PCTY-86195

PPP Loan Forgiveness Reports

Paylocity provides reports to assist clients with [completing the Small Business Administration \(SBA\) Form 3508 \(05/20\)](#) and applying for Paycheck Protection Program (PPP) Loan Forgiveness.

- **PPP Loan Forgiveness Schedule A FTE Report:** Shows Full-Time Equivalency (FTE) Safe Harbor and Average FTEs for measurement periods.
- **PPP Loan Forgiveness Schedule A Worksheet Report:** Provides a list of workers that shows Hourly/Salary Wage Reduction.
- **PPP Loan Forgiveness Payroll Data Export:** Contains all payroll and hour data for given payroll periods; mainly used for auditing purposes.

All Paylocity reports use data in HR & Payroll, but the PPP Loan Forgiveness Application needs payroll and hours data back to 2019 for prior quarters and years.

- If Paylocity does not have payroll data for 2019 and 2020 stored in HR & Payroll, the reports and calculations will not provide accurate data.
- Users will need to work with a prior payroll provider or use historical records to complete any missing sections.

Warm regards,

[REDACTED]
PPP Program Processor



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From: [REDACTED]@womply.com >
Sent: Monday, August 30, 2021 8:33 AM
To: [REDACTED]@harvestcres.com >
Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

I'm not sure if Paylocity has such a report. I will look into this. I also have a Google Sheet where we accounted for people who had more than \$100K annual compensation that I can show you and perhaps convert to Excel for upload. Would you have time for a Zoom/Google Hangout call to discuss this?

[REDACTED]
[REDACTED] CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Fri, Aug 27, 2021 at 4:06 PM [REDACTED]@harvestcres.com > wrote:

Hey [REDACTED]

Just wanted to check in to see if you were able to pull the forgiveness report. I have opened the portal again for you to upload if you prefer to go that route. Otherwise, please send via email at your earliest convenience. All loans at the end of their disbursement period are currently being onboarded by our finance team for their payment demands. I'm hoping we can avoid that with the size of your loan.

Warm regards,

[REDACTED]
PPP Program Processor



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From: [REDACTED]
Sent: Thursday, August 26, 2021 4:30 PM
To: [REDACTED]@womply.com >
Subject: RE: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

I'm having some trouble following your Paylocity report. I see that there is a total of \$5,562,768.37 for wages across the board but this doesn't include any of the appropriate owner/employee caps. Can you see if they have an actual Forgiveness Report you can give which gives a total of overall wages paid per employee and then a secondary column showing the capped wages for those that apply?

Warm regards,

[REDACTED]

PPP Program Processor



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From: [REDACTED] <[\[REDACTED\]@womply.com](mailto:[REDACTED]@womply.com)>

Sent: Thursday, August 26, 2021 8:33 AM

To: [REDACTED] <[\[REDACTED\]@harvestcres.com](mailto:[REDACTED]@harvestcres.com)>

Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

Just be aware that I did click submit yesterday, as I was getting ready to leave for the day. If find that you need additional documents, you'll have to re-open the portal for me to upload.

[REDACTED]

[REDACTED] CPA | Sr. Assistant Controller | Womply [REDACTED] <[\[REDACTED\]@womply.com](mailto:[REDACTED]@womply.com)>

On Wed, Aug 25, 2021 at 5:10 PM [REDACTED] <[\[REDACTED\]@harvestcres.com](mailto:[REDACTED]@harvestcres.com)> wrote:

Thank you so much for letting me know as I'm not alerted once you have completed uploading.

Don't worry about clicking anything further. I am able to download your newest forms. Please allow me to review and I will follow up as soon as possible with next steps.

Warm regards,

[REDACTED]

PPP Program Processor



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From: [REDACTED] <[\[REDACTED\]@womply.com](mailto:[REDACTED]@womply.com)>

Sent: Wednesday, August 25, 2021 3:14 PM

To: [REDACTED] <[\[REDACTED\]@harvestcres.com](mailto:[REDACTED]@harvestcres.com)>

Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

The requested files have been uploaded. Do I click submit on the portal as well?

[REDACTED]

[REDACTED] CPA | Sr. Assistant Controller [REDACTED]

[REDACTED]@womply.com

On Wed, Aug 25, 2021 at 3:40 PM [REDACTED]@harvestcref.com > wrote:

The portal has been opened. The email alert only sends to Toby but you can access it directly from here as well -
<https://harvestcref.venturesgo.com/portal/borrowerapplication/Forgiveness?guid=7381a3fd-cf26-4b4e-9465-5f3b0d4966bf>

Warm regards,

[REDACTED]
PPP Program Processor



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From: [REDACTED]@womply.com >
Sent: Wednesday, August 25, 2021 12:56 PM
To: [REDACTED]@harvestcref.com >
Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

The PPP forgiveness report from Paylocity has personally identifiable payroll information. I would prefer to send this information via a secure method. Do you have such a method I could use? If not, I will send using our secure email process.

[REDACTED]

[REDACTED] Assistant Controller | Womply [REDACTED]

On Wed, Aug 25, 2021 at 1:13 PM [REDACTED]@harvestcref.com > wrote:

Thank you [REDACTED]

In order to submit to the SBA, please provide the following documents:

- 2020 941s for all 4 quarters
- Please pull a Paylocity PPP Forgiveness Report for your covered period – 5/15/20 – 10/30/20

Thank you and I look forward to hearing back from you soon!

Warm regards,

[REDACTED]
PPP Program Processor



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From: [REDACTED] <[\[REDACTED\]@womply.com](mailto:[REDACTED]@womply.com)>
Sent: Tuesday, August 24, 2021 8:41 AM
To: [REDACTED] <[\[REDACTED\]@harvestcref.com](mailto:[REDACTED]@harvestcref.com)>
Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

Yes, the deposit from Harvest was dated 5/15/20. Please see the screenshot of the May 2020 bank statement below.



[REDACTED]

[REDACTED] CPA | Sr. Assistant Controller | Womply
[REDACTED] <[\[REDACTED\]@womply.com](mailto:[REDACTED]@womply.com)>

On Mon, Aug 23, 2021 at 10:52 PM [REDACTED] <[\[REDACTED\]@harvestcref.com](mailto:[REDACTED]@harvestcref.com)> wrote:

Thank you [REDACTED] for confirming! Can you please confirm, is 5/15/20 the date the funds were deposited into your bank account?

Warm regards,

[REDACTED]
PPP Program Processor



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From: [REDACTED] <[\[REDACTED\]@womply.com](mailto:[REDACTED]@womply.com)>
Sent: Monday, August 23, 2021 1:49 PM
To: [REDACTED] <[\[REDACTED\]@harvestcref.com](mailto:[REDACTED]@harvestcref.com)>
Subject: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

Pursuant to your email to Toby Scammell dated 7/31/21, I am emailing you to let you know we have submitted the loan forgiveness application for SBA loan #5187557106 on your company's website. If you have any questions regarding the application or supporting documents, please do not hesitate to contact me.

CPA | Sr. Assistant Controller | Womply |
@womply.com

From: [REDACTED]
To: [REDACTED]
Subject: RE: PPP Forgiveness - 20200701900 - 5187557106 - Womply
Date: Monday, September 13, 2021 9:29:00 AM
Attachments: [image001.png](#)
[image002.png](#)

Thank you! Your forgiveness request has been successfully submitted to the SBA. It has been taking them about 20-30 days to process although they do have up to 90 days to review. I will keep you in the loop as soon as I receive a status update.

Warm regards,

[REDACTED]
Senior PPP Program Processor
Paycheck Protection Program Department
24422 Avenida De La Carlota, Suite 232
Laguna Hills, CA 92653
[\[REDACTED\]@harvestcref.com](mailto:[REDACTED]@harvestcref.com)
www.harvestsbf.com

harvest

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From: [REDACTED]@womply.com>
Sent: Monday, September 13, 2021 9:07 AM
To: [REDACTED]@harvestcref.com>
Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]
Here is the signed application for the second draw PPP loan.

[REDACTED]
[REDACTED] CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Fri, Sep 10, 2021 at 4:16 PM [REDACTED]@womply.com> wrote:

[REDACTED]
Toby has not yet signed the application. He may be travelling right now. I will forward the signed application once I receive it.

[REDACTED]
[REDACTED] CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Fri, Sep 10, 2021 at 3:57 PM [REDACTED]@harvestcref.com> wrote:

Hey [REDACTED]

I just wanted to check in to see if you've had a chance to sign the app. Hoping to submit before the weekend. Let me know if I can answer any questions for you.

Warm regards,

[REDACTED]

Senior PPP Program Processor

harvest

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From: [REDACTED]@womply.com>

Sent: Thursday, September 9, 2021 2:17 PM

To: [REDACTED]@harvestceref.com>

Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

Here are the 941 returns. The application is in the signature process.

[REDACTED]

[REDACTED] CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Wed, Sep 8, 2021 at 12:46 PM [REDACTED]@harvestceref.com> wrote:

Please also provide your 2021 941s for Q1 and Q2.

Warm regards,

[REDACTED]

Senior PPP Program Processor

harvest

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From: [REDACTED]

Sent: Wednesday, September 8, 2021 11:46 AM

To: [REDACTED]@womply.com>

Subject: RE: PPP Forgiveness - 20200701900 - 5187557106 - Womply

Importance: High

Hello [REDACTED]

My apologies for the delay in getting this back to you. Please find attached the revised/final application with the updated payroll figure based off of your attached Schedule A Worksheet's claimed cash comp.

Please review, sign and initial with wet ink (pen) or verified digital signature as this is required by the SBA and email back to me. This includes all certifications – must be initials and not “x” marks. Once I receive this, I will be clear to submit to the SBA.

Please let me know if you have any questions. Thank you.

Warm regards,

HARVEST_SSCC_002424

██████████
Senior PPP Program Processor
Paycheck Protection Program Department
24422 Avenida De La Carlota, Suite 232
Laguna Hills, CA 92653
██████████@harvestcref.com
www.harvestsbfc.com



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From: ██████████@womply.com>
Sent: Wednesday, September 1, 2021 9:26 AM
To: ██████████@harvestcref.com>
Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply



Here is the application.



██████████ CPA | Sr. Assistant Controller | Womply | ██████████@womply.com

On Wed, Sep 1, 2021 at 10:24 AM ██████████@harvestcref.com> wrote:

Emailed to me directly is easiest, thank you!

Warm regards,



PPP Program Processor



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From: ██████████@womply.com>
Sent: Wednesday, September 1, 2021 9:21 AM
To: ██████████@harvestcref.com>
Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply



I have the electronically signed revised forgiveness application now. Would you prefer it was uploaded through the portal or just emailed to you directly?



██████████ CPA | Sr. Assistant Controller | Womply | ██████████@womply.com

On Tue, Aug 31, 2021 at 3:31 PM [REDACTED]@womply.com> wrote:

[REDACTED]

The three reports for the second draw PPP loan are now uploaded and the submit button is clicked. Let me know if you can't access the files.

[REDACTED]

[REDACTED] CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Tue, Aug 31, 2021 at 2:42 PM [REDACTED]@harvestcres.com> wrote:

I just received confirmation that that is an acceptable form of signature. Please send my way at your earliest convenience.

Warm regards,

[REDACTED]

PPP Program Processor

harvest

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From: [REDACTED]@womply.com>

Sent: Tuesday, August 31, 2021 1:25 PM

To: [REDACTED]@harvestcres.com>

Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

I'm not trying to be difficult, but we went to a fully remote model for our business. I don't have the option of printing it out and taking it to the CEO for signature. It would be much easier for us if there was a way for the SBA to accept an electronic signature. What do they consider a verified electronic signature?

[REDACTED]

[REDACTED] CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Tue, Aug 31, 2021 at 2:17 PM [REDACTED]@womply.com> wrote:

[REDACTED]

What if we have the verified by Hellosign electronic signature pages attached to the file?

[REDACTED]

[REDACTED] CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Tue, Aug 31, 2021 at 2:16 PM [REDACTED]@harvestcres.com> wrote:

You just have to print and wet sign on your end and then scan and email back. They just don't want non-verified digital signatures.

Warm regards,

██████████
PPP Program Processor

harvest

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From: ██████████@womply.com>
Sent: Tuesday, August 31, 2021 1:15 PM
To: ██████████@harvestcref.com>
Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

██████████
Exactly how do you expect to receive a wet signature via email?

██████████
██████████ CPA | Sr. Assistant Controller | Womply | ██████████@womply.com

On Tue, Aug 31, 2021 at 2:09 PM ██████████@harvestcref.com> wrote:

██████████
Please find attached the revised/final application with updated payroll figure (based on provided Schedule A Worksheet) and loan disbursement date.

Please review, sign and initial with wet ink (pen) as this is required by the SBA and email back to me. This includes all certifications – must be initials and not “x” marks. Once I receive this, I will be clear to submit to the SBA.

Please let me know if you have any questions. Thank you.

Warm regards,

██████████
PPP Program Processor
Paycheck Protection Program Department
24422 Avenida De La Carlota, Suite 232
Laguna Hills, CA 92653
██████████@harvestcref.com
www.harvestsbfc.com

harvest

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From: ██████████@womply.com>
Sent: Tuesday, August 31, 2021 12:23 PM
To: ██████████@harvestcref.com>
Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

HARVEST_SSCC_002427

I guess you do need to click the submit button at the end of the portal. The files should be there now. I have attached the spreadsheets to this email, in case clicking the submit button didn't work.

CPA | Sr. Assistant Controller | Womply | [\[REDACTED\]@womply.com](mailto: [REDACTED]@womply.com)

On Tue, Aug 31, 2021 at 1:14 PM [\[REDACTED\]@harvestcres.com](mailto: [REDACTED]@harvestcres.com) wrote:

The only items that I can see that were recently uploaded were from 8/25. Can you please attach via email for ease and hopefully we can get this wrapped up today.

Warm regards,

PPP Program Processor

harvest

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From: [\[REDACTED\]@womply.com](mailto: [REDACTED]@womply.com)
Sent: Tuesday, August 31, 2021 11:01 AM
To: [\[REDACTED\]@harvestcres.com](mailto: [REDACTED]@harvestcres.com)
Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

I had already uploaded the PPP Payroll export to the portal. The other two reports are now uploaded. Let me know if you can't access them.

CPA | Sr. Assistant Controller | Womply | [\[REDACTED\]@womply.com](mailto: [REDACTED]@womply.com)

On Tue, Aug 31, 2021 at 9:47 AM [\[REDACTED\]@harvestcres.com](mailto: [REDACTED]@harvestcres.com) wrote:

All three reports please.

Warm regards,

PPP Program Processor

harvest

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From: [\[REDACTED\]@womply.com](mailto: [REDACTED]@womply.com)
Sent: Tuesday, August 31, 2021 8:45 AM
To: [\[REDACTED\]@harvestcres.com](mailto: [REDACTED]@harvestcres.com)
Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

Do you need all three reports or just the payroll data export?

CPA | Sr. Assistant Controller | Womply | [\[REDACTED\]@womply.com](mailto: [REDACTED]@womply.com)

On Tue, Aug 31, 2021 at 9:36 AM [\[REDACTED\]@harvestcres.com](mailto: [REDACTED]@harvestcres.com) wrote:

Here is what I was able to find. Do you want to try pulling these reports and if that doesn't work, we can jump on a call? These reports would have everything we would need to progress.

<https://paylocity.egain.cloud/system/templates/selfservice/pctycss/help/customer/locale/en-US/portal/30860000001019/content/PCTY-86195/PPP-Loan-Forgiveness-Reports>

Article ID: PCTY-86195

PPP Loan Forgiveness Reports

Paylocity provides reports to assist clients with [completing the Small Business Administration \(SBA\) Form 3508 \(05/20\)](#) and applying for Paycheck Protection Program (PPP) Loan Forgiveness.

- **PPP Loan Forgiveness Schedule A FTE Report:** Shows Full-Time Equivalency (FTE) Safe Harbor and Average FTEs for measurement periods.
- **PPP Loan Forgiveness Schedule A Worksheet Report:** Provides a list of workers that shows Hourly/Salary Wage Reduction.
- **PPP Loan Forgiveness Payroll Data Export:** Contains all payroll and hour data for given payroll periods; mainly used for auditing purposes.

All Paylocity reports use data in HR & Payroll, but the PPP Loan Forgiveness Application needs payroll and hours data back to 2019 for prior quarters and years.

- If Paylocity does not have payroll data for 2019 and 2020 stored in HR & Payroll, the reports and calculations will not provide accurate data.
- Users will need to work with a prior payroll provider or use historical records to complete any missing sections.

Warm regards,


PPP Program Processor

harvest

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From: [\[REDACTED\]@womply.com](mailto: [REDACTED]@womply.com)

Sent: Monday, August 30, 2021 8:33 AM

To: [\[REDACTED\]@harvestcres.com](mailto: [REDACTED]@harvestcres.com)

Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

I'm not sure if Paylocity has such a report. I will look into this. I also have a Google Sheet where we accounted for people who had more than \$100K annual compensation that I can show you and perhaps convert to Excel for upload. Would you have time for a Zoom/Google Hangout call to discuss this?

[REDACTED]

[REDACTED] CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Fri, Aug 27, 2021 at 4:06 PM [REDACTED]@harvestcres.com> wrote:

Hey [REDACTED]

Just wanted to check in to see if you were able to pull the forgiveness report. I have opened the portal again for you to upload if you prefer to go that route. Otherwise, please send via email at your earliest convenience. All loans at the end of their disbursement period are currently being onboarded by our finance team for their payment demands. I'm hoping we can avoid that with the size of your loan.

Warm regards,

[REDACTED]

PPP Program Processor

harvest

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From: [REDACTED]
Sent: Thursday, August 26, 2021 4:30 PM
To: [REDACTED]@womply.com>
Subject: RE: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

I'm having some trouble following your Paylocity report. I see that there is a total of \$5,562,768.37 for wages across the board but this doesn't include any of the appropriate owner/employee caps. Can you see if they have an actual Forgiveness Report you can give which gives a total of overall wages paid per employee and then a secondary column showing the capped wages for those that apply?

Warm regards,

[REDACTED]

PPP Program Processor

harvest

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From: [REDACTED]@womply.com>

Sent: Thursday, August 26, 2021 8:33 AM

To: [REDACTED]@harvestcref.com>

Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

Just be aware that I did click submit yesterday, as I was getting ready to leave for the day. If find that you need additional documents, you'll have to re-open the portal for me to upload.

[REDACTED]

[REDACTED] CPA | Sr. Assistant Controller | Womply [REDACTED]@womply.com

On Wed, Aug 25, 2021 at 5:10 PM [REDACTED]@harvestcref.com> wrote:

Thank you so much for letting me know as I'm not alerted once you have completed uploading.

Don't worry about clicking anything further. I am able to download your newest forms. Please allow me to review and I will follow up as soon as possible with next steps.

Warm regards,

[REDACTED]
PPP Program Processor

harvest

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From: [REDACTED]@womply.com>

Sent: Wednesday, August 25, 2021 3:14 PM

To: [REDACTED]@harvestcref.com>

Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

The requested files have been uploaded. Do I click submit on the portal as well?

[REDACTED]

[REDACTED] CPA | Sr. Assistant Controller | Womply [REDACTED]@womply.com

On Wed, Aug 25, 2021 at 3:40 PM [REDACTED]@harvestcref.com> wrote:

The portal has been opened. The email alert only sends to Toby but you can access it directly from here as well -

<https://harvestcref.venturesgo.com/portal/borrowerapplication/Forgiveness?guid=7381a3fd-cf26-4b4e-9465-5f3b0d4966bf>

Warm regards,

PPP Program Processor



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From: [REDACTED]@womply.com>

Sent: Wednesday, August 25, 2021 12:56 PM

To: [REDACTED]@harvestceref.com>

Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

The PPP forgiveness report from Paylocity has personally identifiable payroll information. I would prefer to send this information via a secure method. Do you have such a method I could use? If not, I will send using our secure email process.

[REDACTED] CPA | Sr. Assistant Controller | Womply | [REDACTED]@womply.com

On Wed, Aug 25, 2021 at 1:13 PM [REDACTED]@harvestceref.com> wrote:

Thank you [REDACTED]

In order to submit to the SBA, please provide the following documents:

1. 2020 941s for all 4 quarters
2. Please pull a Paylocity PPP Forgiveness Report for your covered period – 5/15/20 – 10/30/20

Thank you and I look forward to hearing back from you soon!

Warm regards,

[REDACTED]
PPP Program Processor



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From: [REDACTED]@womply.com>

Sent: Tuesday, August 24, 2021 8:41 AM

To: [REDACTED]@harvestceref.com>

Subject: Re: PPP Forgiveness - 20200701900 - 5187557106 - Womply

Yes, the deposit from Harvest was dated 5/15/20. Please see the screenshot of the May 2020 bank statement below.

05/15/2020	Harvest Small Bu PPPFunding	\$3,103,440.00	\$3,114,130.86
	OTO Analytics I		
	OTO ANALYTICS, INC.		

[REDACTED]

[REDACTED] CPA | Sr. Assistant Controller | Womply | [REDACTED]
[REDACTED] [@womply.com](mailto:[REDACTED]@womply.com)

On Mon, Aug 23, 2021 at 10:52 PM [REDACTED]
[REDACTED] [@harvestcres.com](mailto:[REDACTED]@harvestcres.com)> wrote:

Thank you Brian for confirming! Can you please confirm, is 5/15/20 the date the funds were deposited into your bank account?

Warm regards,

[REDACTED]

PPP Program Processor

harvest

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From: [REDACTED] [@womply.com](mailto:[REDACTED]@womply.com)>
Sent: Monday, August 23, 2021 1:49 PM
To: [REDACTED] [@harvestcres.com](mailto:[REDACTED]@harvestcres.com)>
Subject: PPP Forgiveness - 20200701900 - 5187557106 - Womply

[REDACTED]

Pursuant to your email to Toby Scammell dated 7/31/21, I am emailing you to let you know we have submitted the loan forgiveness application for SBA loan #5187557106 on your company's website. If you have any questions regarding the application or supporting documents, please do not hesitate to contact me.

[REDACTED]

[REDACTED] CPA | Sr. Assistant Controller | Womply | [REDACTED]
[REDACTED] [@womply.com](mailto:[REDACTED]@womply.com)

2021011340 • 4959988403 • Womply

IP: 97.117.64.211 Date: 2021-01-13 UTC Time: 04:59:13

From: Cory Capoccia
Sent: Wednesday, May 13, 2020 2:51 AM
To: [REDACTED]
CC: Toby Scammell; [REDACTED]
Subject: RE: PPP loan documentation
Attachments: Oto Analytics, Inc. ACH AUTHORIZATION - PPP.pdf; Wire & ACH Instructions for Oto Analytics.pdf

Hi [REDACTED] - attached are the docs. Please confirm receipt. When will funding happen now? Thanks!

Cory Capoccia | [Womply](#) | [REDACTED]@womply.com

On Tue, May 12 2020 at 7:13 PM, [REDACTED]@harvestcref.com> wrote:

Toby,

Please provide the completed ACH form and copy of check so we can complete the funding process. Thank you.

Regards,

[REDACTED]
Senior Vice President

Asset Acquisition Specialist

[REDACTED]@harvestsbfc.com
www.harvestsbfc.com

harvest

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From: Toby Scammell [REDACTED]@womply.com]
Sent: Tuesday, May 12, 2020 5:58 PM
To: [REDACTED]@harvestcref.com>
Cc: [REDACTED]@harvestcref.com>; Cory Capoccia [REDACTED]@womply.com>; [REDACTED]@womply.com>

HARVEST_SSCC_002465

Subject: RE: PPP loan documentation

I have re-attached the same document we already provided now as a single PDF. You should have what you need, now please fund.

Toby Scammell

Founder & CEO at Womply

[REDACTED]

[LinkedIn](#)

On Tue, May 12, 2020 at 3:44 PM, [REDACTED] [@harvestref.com](mailto:[REDACTED]@harvestref.com) > wrote:

Toby,

We only received the signature pages from the Note. She was requesting all the pages in one document.

Regards,

[REDACTED]
Senior Vice President

Asset Acquisition Specialist

[REDACTED]@harvestsbfc.com
www.harvestsbfc.com

harvest

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From: Toby Scammell [REDACTED]@womply.com]
Sent: Tuesday, May 12, 2020 3:42 PM
To: [REDACTED]@harvestcref.com >; [REDACTED]@womply.com >
Cc: [REDACTED]@harvestcref.com >; Cory Capoccia [REDACTED]@womply.com >
Subject: PPP loan documentation

Hey [REDACTED] can you send us what does you need completed? Thom can complete them and I can sign.

We already sent signed note and bank letter with ach info so not sure what else is needed.

Best,

Toby

Toby Scammell

Founder & CEO at Womply

[REDACTED]

HARVEST_SSCC_002467

[LinkedIn](#)

From: Toby Scammell
Sent: Friday, April 24, 2020 5:04 AM
To: [REDACTED]
CC: [REDACTED]
Subject: Re: Womply PPP Note
Attachments: 8._PPP_Note__Draft_.pdf

Signed version of note attached. Will send ACH auth file tomorrow.

Toby Scammell
Founder & CEO at Womply

[REDACTED]
[LinkedIn](#)

On Thu, Apr 23, 2020 at 9:38 PM, [REDACTED] [@harvestcref.com](mailto:[REDACTED]@harvestcref.com) > wrote:

Toby,

Attached is the PPP Note and ACH Authorization for your PPP loan. Please review, execute and return along with a copy of a check from the account you want the funds deposited. Please let us know if you have any questions. Thank you.

Regards,

[REDACTED]
Senior Vice President

Asset Acquisition Specialist

24422 Avenida de la Carlota, #232

Laguna Hills, CA 92653

Direct: [REDACTED]

Mobile: [REDACTED]

[REDACTED] [@harvestsbf.com](mailto:[REDACTED]@harvestsbf.com)
www.harvestsbf.com

harvest

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HARVEST_SSCC_002471

NOTE

SBA Loan #	5187557106
SBA Loan Name	Womply
Date	04/24/2020
Loan Amount	\$3,103,440.00
Interest Rate	1% fixed
Borrower	OTO ANALYTICS, INC.
Lender	Harvest Small Business Finance, LLC

1. **PROMISE TO PAY:**

In return for the Loan, Borrower promises to pay to the order of Lender the amount of

Three Million One Hundred Three Thousand Four Hundred Forty Dollars

plus interest on the unpaid principal balance at the rate set forth below, and all other amounts required by this Note. Before the funding of the Loan, the following conditions must be satisfied:

- A. Lender has approved the request for the Loan.
- B. Lender has received approval from SBA to fund the Loan.

2. **DEFINITIONS:**

"Loan" means the loan evidenced by this Note.

"Loan Documents" means the documents related to this loan signed by Borrower.

"SBA" means the Small Business Administration, an Agency of the United States of America.

3. **PAYMENT TERMS:**

Borrower must make all payments at the place Lender designates. The payment terms for this Note are:

Initial Deferment Period (“Deferment Period”): No payments are due on this Loan for 6 months from the date of first disbursement of this loan. Interest will continue to accrue during the deferment period.

Loan Forgiveness: Borrower may apply to Lender for forgiveness of the amount due on this loan in an amount equal to the sum of the following costs incurred by Borrower during the 8-week period beginning on the date of first disbursement of this loan:

- A. Payroll costs
- B. Any payment of interest on a covered mortgage obligation (which shall not include any prepayment of or payment of principal on a covered mortgage obligation)
- C. Any payment on a covered rent obligation
- D. Any covered utility payment

The amount of loan forgiveness shall be calculated (and may be reduced) in accordance with the requirements of the Paycheck Protection Program, including the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136). Not more than 25% of the amount forgiven can be attributable to non-payroll costs.

If any portion of the Loan refinances an Economic Injury Disaster Loan advance, an amount equal to the lesser of (a) such portion of the Loan and (b) \$10,000 shall be subtracted from the loan forgiveness amount.

In the event that the Loan, or any portion thereof, is forgiven pursuant to the CARES Act, the amount so forgiven shall be applied to principal and any interest accrued thereon. Forgiveness of the Loan is only available for principal that is used for the limited purposes that qualify for forgiveness under SBA requirements, and to obtain forgiveness, Borrower must request it and must provide documentation in accordance with the SBA requirements, and certify that the amounts Borrower is requesting to be forgiven qualify under those requirements. Borrower is not relying on Lender for its understanding of the requirements for forgiveness such as eligible expenditures, necessary records/documentation, or possible reductions due to changes in number of employees or compensation. Rather, Borrower will consult the SBA’s program materials.

Maturity: This Note will mature two years from the date of first disbursement of this Loan.

Repayment Terms: The interest rate on this Note is one percent per year. The interest rate is fixed and will not be changed during the life of the loan. Interest payable under this Note shall be calculated on the basis of a 365-day year for the actual days elapsed.

Commencing on the first day of the next month after the expiration of the Deferment Period, and continuing on the first day of each month thereafter until the Maturity Date, Borrower shall pay to Lender monthly payments of principal and interest, each in such equal amount required to fully amortize the principal amount outstanding on the Loan on the last day of the Deferment Period by the Maturity Date. If any payment is due on a day that is not a Business Day, the payment will be made on the next Business Day.

The term "Business Day" means a day other than a Saturday, Sunday or any other day on which national banking associations are authorized to be closed.

Lender will apply each installment payment first to pay interest accrued to the day Lender received the payment, then to bring principal current, then to pay any late fees, and will apply any remaining balance to reduce principal.

If any payment under this Note is made more than ten days late, after the date such payment is due under this Note, Borrower shall pay to Lender a fully-earned, non-refundable late fee of the lesser of 5% or the maximum amount, if any, allowed by applicable law, of the portion of such payment that was not made when due.

Loan Prepayment: Notwithstanding any provision in this Note to the contrary: Borrower may prepay this Note at any time without penalty. Borrower may prepay 20 percent or less of the unpaid principal balance at any time without notice. If Borrower prepays more than 20 percent and the Loan has been sold on the secondary market, Borrower must: a. Give Lender written notice; b. Pay all accrued interest; and c. If the prepayment is received less than 21 days from the date Lender received the notice, pay an amount equal to 21 days interest from the date Lender received the notice, less any interest accrued during the 21 days and paid under b. of this paragraph. If Borrower does not prepay within 30 days from the date Lender received the notice, Borrower must give Lender a new notice.

Non-Recourse: Lender and SBA shall have no recourse against any individual shareholder, member or partner of Borrower for non-payment of the loan, except to the extent that such shareholder, member or partner uses the loan proceeds for an unauthorized purpose.

4. DEFAULT:

Borrower is in default under this Note if Borrower does not make a payment when due under this Note, or if Borrower:

- A. Fails to do anything required by this Note and other Loan Documents;
- B. Defaults on any other loan with Lender;
- C. Does not disclose, or anyone acting on their behalf does not disclose, any material fact to Lender or SBA;
- D. Makes, or anyone acting on their behalf makes, a materially false or misleading representation to Lender or SBA, or Borrower makes a false certification under paragraph 10 of this Note;
- E. Defaults on any loan or agreement with another creditor, if Lender believes that the default may then materially affect Borrower's ability to pay this Note, as compared to the time when the loan is made;
- F. Fails to pay any taxes when due;

- G. Becomes the subject of a proceeding under any bankruptcy or insolvency law;
- H. Has a receiver or liquidator appointed for any part of their business or property;
- I. Makes an assignment for the benefit of creditors;
- J. Has any adverse change in financial condition or business operation that Lender believes may then materially affect Borrower's ability to pay this Note, as compared to the time when the loan is made;
- K. Reorganizes, merges, consolidates, or otherwise changes ownership or business structure without Lender's prior written consent; or
- L. Becomes the subject of a civil or criminal action that Lender believes may then materially affect Borrower's ability to pay this Note, as compared to the time when the loan is made.

5. LENDER'S RIGHTS IF THERE IS A DEFAULT:

Without notice or demand and without giving up any of its rights, Lender may:

- A. Require immediate payment of all amounts owing under this Note;
- B. Collect all amounts owing from any Borrower; and
- C. File suit and obtain judgment.

6. LENDER'S GENERAL POWERS:

Without notice and without Borrower's consent, Lender may:

- A. Incur expenses to collect amounts due under this Note, and enforce the terms of this Note or any other Loan Document. Among other things, the expenses may include payments for property taxes, prior liens, insurance, appraisals, environmental remediation costs, and reasonable attorney's fees and costs. If Lender incurs such expenses, it may demand immediate repayment from Borrower;
- B. Release anyone obligated to pay this Note; or
- C. Take any action necessary to collect amounts owing on this Note.

7. CHOICE OF LAW, JURISDICTION AND VENUE:

When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax, or liability. As to this Note, Borrower may

not claim or assert against SBA any local or state law to deny any obligation, defeat any claim of SBA, or preempt federal law.

If SBA is not the holder, this Note shall be governed by and construed in accordance with federal law and California state law with respect to determining interest and otherwise the laws of the State of California without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of California. Borrower agrees that, upon a request by Lender, any legal action or proceeding with respect to any of its obligations under this Note may be brought by Lender in any state or federal court located in the State of California, as Lender in its sole discretion may elect. Upon a request by Lender, Borrower submits to and accepts in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. Borrower waives any claim that the State of California is not a convenient forum or the proper venue for any such suit, action or proceeding.

8. ***Borrower waives the right to trial by jury in any proceeding or dispute of any kind relating in any way to any Loan or Loan Documents. If any action, litigation or proceeding relating to any Loan or Loan Documents is filed in a court sitting in or applying the laws of California, the court shall, and is hereby directed to, make a general reference pursuant to Cal. Civ. Proc. Code §638 to a referee (who shall be an active or retired judge) to hear and determine all issues in the case (whether fact or law) and to report a statement of decision. Nothing in this Section shall limit the right of Lender to exercise self-help remedies, such as setoff or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, during or after any judicial reference. The exercise of a remedy does not waive the right of any party to require judicial reference.***

9. **SUCCESSORS AND ASSIGNS:**

Under this Note, Borrower includes its successors, and Lender includes its successors and assigns.

10. **GENERAL PROVISIONS:**

- A. All individuals and entities signing this Note are jointly and severally liable.
- B. Borrower waives all suretyship defenses.
- C. Borrower must sign all documents necessary at any time to comply with the Loan Documents.
- D. Lender may exercise any of its rights separately or together, as many times and in any order it chooses. Lender may delay or forgo enforcing any of its rights without giving up any of them.
- E. Borrower may not use an oral statement of Lender or SBA to contradict or alter the written terms of this Note.

- F. If any part of this Note is unenforceable, all other parts remain in effect.
- G. To the extent allowed by law, Borrower waives all demands and notices in connection with this Note, including presentment, demand, protest, and notice of dishonor.
- H. Borrower's liability under this Note will continue with respect to any amounts SBA may pay Lender based on an SBA guarantee of this Note. Any agreement with Lender under which SBA may guarantee this Note does not create any third party rights or benefits for Borrower and, if SBA pays Lender under such an agreement, SBA or Lender may then seek recovery from Borrower of amounts paid by SBA.
- I. Lender reserves the right to modify the Loan Amount based on documentation received from Borrower.

11. STATE SPECIFIC PROVISIONS:

A.

If any Borrower is a resident of Delaware: **WARRANT OF ATTORNEY/CONFESSION OF JUDGMENT.** In addition to any other remedies Lender may possess, Borrower knowingly, voluntarily and intentionally authorizes any attorney to appear on behalf of Borrower, from time to time, in any court of record possessing jurisdiction over this Note and to waive issuance and service of process and to confess judgment in favor of Lender against Borrower, for the unpaid principal, accrued interest, accrued charges, reasonable attorney fees and court costs and such other amounts due under this Note.

B. If any Borrower is a resident of Iowa: **IMPORTANT: READ BEFORE SIGNING.** The terms of this agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written contract may be legally enforced. You may change the terms of this agreement only be another written agreement.

C. If any Borrower is a resident of Maryland: **WARRANT OF ATTORNEY/CONFESSION OF JUDGMENT.** Borrower authorizes an attorney to appear in a court of record and confess judgment, without process, against Borrower in favor of Lender for all indebtedness owed in connection with the loan, including but not limited to service charges, other charges and reasonable attorney's fees.

D. If any Borrower is a resident of Missouri: **Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the**

legal theory upon which it is based that is in any way related to the credit agreement. To protect you (Borrowers(s)) and us (Creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

- E. If any Borrower is a resident of Ohio: **WARRANT OF ATTORNEY/CONFESSION OF JUDGMENT.** In addition to any other remedies Lender may possess, Borrower knowingly, voluntarily and intentionally authorizes any attorney to appear on behalf of Borrower from time to time, in any court of record possessing jurisdiction over this Note and to waive issuance and service of process and to confess judgment in favor of Lender against Borrower, for the unpaid principal, accrued interest, accrued charges, reasonable attorney fees and court costs and such other amount due under this Note.
WARNING: BY SIGNING THIS PAPER, YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF THE COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE.
- F. If any Borrower is a resident of Oregon: **UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY [BENEFICIARY]/US CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY GRANTOR'S/BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY [AN AUTHORIZED REPRESENTATIVE OF BENEFICIARY]/US TO BE ENFORCEABLE.**
- G. If any Borrower is a resident of Pennsylvania: **WARRANT OF ATTORNEY/CONFESSION OF JUDGMENT.** Borrower irrevocably authorizes and empowers the prothonotary, any attorney or any clerk of any court of record, upon default, to appear for and confess judgment against Borrower for such sums as are due and/or may become due under this Note including costs of suit, without stay of execution, and for attorney's fees and costs as set forth in this Note and knowingly, voluntarily and intentionally waives any and all rights Borrower may have to notice and hearing under the state and federal laws prior to entry of judgment. To the extent permitted by law, Borrower releases all errors in such proceedings. If a copy of this Note, verified by or on behalf of the holder, shall have been filed in such action, it shall not be necessary to file the original Note as a warrant of attorney. The authority and power to appear for and

confess judgment against Borrower shall not be exhausted by the initial exercise thereof and may be exercised as often as the holder shall find it necessary and desirable and this Note shall be a sufficient warrant for such authority and power.

- H. If any Borrower is a resident of Utah: **This is a final expression of the agreement between the creditor and debtor and the written agreement may not be contradicted by evidence of any alleged oral agreement.**
- I. If any Borrower is a resident of Virginia: **IMPORTANT NOTICE: THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.**
WARRANT OF ATTORNEY/CONFESSION OF JUDGMENT. In addition to any other remedies Lender may possess, Borrower knowingly, voluntarily and intentionally authorizes to appear on behalf of Borrower, from time to time, in the District Court of Alexandria, Virginia and to waive issuance and service of process and to confess judgment in favor of Lender against Borrower, for the unpaid principal, accrued interest, accrued charges, reasonable attorney fees and court costs and such other amount due under this Note.
- J. If any Borrower is a resident of Washington: **Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.**

12. BORROWER CERTIFICATIONS:

Borrower certifies as follows:

- A. Current economic uncertainty makes this Loan necessary to support the ongoing operations of Borrower.
- B. Loan funds will be used only to retain workers and to maintain payroll or make mortgage payments, lease payments, and utility payments.
- C. Unless as otherwise permitted under applicable law including as permitted under the CARES Act, the Paycheck Protection Program, or any subsequent amendment to these programs, during the period beginning on February 15, 2020 and ending on December 31, 2020, Borrower has not applied for, and has not and will not receive another loan under this program.
- D. Borrower was in operation on February 15, 2020 and had employees for whom it paid salaries and payroll taxes.

13. ADDITIONAL BORROWER AGREEMENTS:

Borrower understands and agrees, and waives and releases Lender, as follows:

- A. The Loan would be made under the SBA's Paycheck Protection Program. Accordingly, it must be submitted to and approved by the SBA. There is limited funding available under the Paycheck Protection Program and so all applications submitted will not be approved by the SBA. The Loan also remains subject to the SBA issuing an SBA loan number.
- B. Lender does not represent or guarantee that it will submit the application before SBA funding is no longer available or at all.

You agree that Lender is not responsible or liable to you (i) if the application is not submitted to the SBA until after SBA stops approving applications, for any reason or (ii) if the application is not processed. You forever release and waive any claims against Lender concerning failure to obtain the Loan. This release and waiver applies to but is not limited to any claims concerning Lender's (i) pace, manner or systems for processing or prioritizing applications, or (ii) representations by Lender regarding the application process, the Paycheck Protection Program, or availability of funding.

This agreed-to release and waiver supersedes any prior communications, understandings, agreements or communications on the issues set forth herein.

14. BORROWER'S NAME(S) AND SIGNATURE(S):

By signing below, each individual or entity becomes obligated under this Note as Borrower.

IN WITNESS WHEREOF, the undersigned have caused this Note to be executed under seal to be effective on the day and year first written above.

OTO ANALYTICS, INC.



By: _____

Name: TOBY SCAMMELL

Title: Chief Executive Officer

From: [REDACTED]
Sent: Monday, January 18, 2021 6:10 PM
To: harvestppp3 - [REDACTED]
Subject: Re: PPP Loan Application - Womply
Attachments: 20210118100646167.pdf

Ok, here is the signed and scanned copy of the application signed with a wet-ink signature.

[REDACTED]
| *Director of Finance*
[REDACTED]
[REDACTED]@womply.com

On Sun, Jan 17, 2021 at 10:35 PM harvestppp3 - [REDACTED]@harvestcref.com > wrote:

Thank you!

Also sorry about this, just a change that came in that we need to enforce, but could you initial with wet-ink initials on questions 4 and 5, all the spaces on page 2, and sign with a wet-ink signature at the bottom of page 2. Thanks!

[REDACTED]
PPP Program Processor
Paycheck Protection Program Department
24422 Avenida De La Carlota, Suite 232
Laguna Hills, CA 92653
[REDACTED]@harvestsbfc.com
www.harvestsbfc.com

harvest

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From: [REDACTED]@womply.com >

HARVEST_SSCC_002481

Sent: Sunday, January 17, 2021 8:06 PM
To: harvestppp3 - [REDACTED]@harvestcref.com >
Subject: Re: PPP Loan Application - Womply

[REDACTED]

Thanks for your help on this. Attached is an updated application with another owner listed to bring the total over 20%, which includes all the requested information. Also, attached is the requested driver's license. Let me know if you need anything else.

[REDACTED] *Director of Finance* [REDACTED]@womply.com

On Sun, Jan 17, 2021 at 6:59 PM harvestppp3 - [REDACTED]@harvestcref.com > wrote:

Hi [REDACTED]

The submission was kicked back, and we discovered that for this round of PPP funding the SBA is requiring a minimum 20% ownership to be showed on the application and in the portal. Right now we have Toby at 18%. Could you include any other individuals to push it over the 20%? Assuming so, please be sure to include them on the application, provide their drivers license, and send a document with the following information:

- First name
- Last name
- Ownership %
- Title
- SSN

- Street, city, state, zip

[REDACTED]
PPP Program Processor

Paycheck Protection Program Department

24422 Avenida De La Carlota, Suite 232

Laguna Hills, CA 92653

[REDACTED]@harvestsbfb.com
www.harvestsbfb.com

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From: harvestppp3 - Jonnie
Sent: Friday, January 15, 2021 12:48 PM
To: [REDACTED]@womply.com >
Subject: RE: PPP Loan Application - Womply

Hi [REDACTED]

Thanks for sending. Your second draw loan request has been queued for SBA submission.

[REDACTED]
PPP Program Processor

Paycheck Protection Program Department

24422 Avenida De La Carlota, Suite 232

Laguna Hills, CA 92653

[REDACTED]@harvestsbfb.com



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From: [REDACTED]@womply.com >
Sent: Friday, January 15, 2021 12:08 PM
To: harvestppp3 - [REDACTED]@harvestref.com >
Subject: Re: PPP Loan Application - Womply

I shared this updated application with Jeremy after I worked through your excel sheet calculator. Please see attached. Also attached is the P&L showing 2019 and 2020 Revenue.

[REDACTED] *Director of Finance* | [REDACTED]@womply.com

On Fri, Jan 15, 2021 at 12:09 PM harvestppp3 - [REDACTED]@harvestref.com > wrote:

Hi [REDACTED]

This is [REDACTED] from Harvest, and I'll be helping with your PPP loan request. After reviewing the file, I had a few questions:

- On the loan application, can you initial questions 4 and 5?
- On the online portal and payroll calculator, the average monthly payroll is \$790,780, but on the

application it shows \$1,139,854. Which one is correct? If it's \$790,780, be sure to put that on the application as well.

- Could you send P&Ls or documentation showing the gross receipts reduction between Q4 2020 and Q4 2019?

[REDACTED]

PPP Program Processor

Paycheck Protection Program Department

24422 Avenida De La Carlota, Suite 232

Laguna Hills, CA 92653

[REDACTED]@harvestsbfc.com
www.harvestsbfc.com

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**Paycheck Protection Program
Second Draw Borrower Application Form**

OMB Control No.: 3245-0417
Expiration Date: 7/31/2021

Check One: Sole Proprietor Partnership ☒ C-Corp S-Corp LLC Independent Contractor Self-Employed Individual 501(c)(3) nonprofit 501(c)(6) organization 501(c)(19) veterans organization Housing cooperative Tribal Business Other	DBA or Tradename (if applicable)		Year of Establishment (if applicable)		
	Womply		2011		
	Business Legal Name		NAICS Code		
	Oto Analytics		511210		
Business Address (Street, City, State, Zip Code - No P.O. Box addresses allowed)		Business TIN (EIN, SSN)	Business Phone		
[REDACTED] San Francisco, CA 94017		[REDACTED]	[REDACTED]		
		Primary Contact	Email Address		
		[REDACTED]	[REDACTED]@womply.com		
Average Monthly Payroll:	\$ 790,780.00	x 2.5 (or x 3.5 for NAICS 72 applicants) equals Loan Request Amount (may not exceed \$2,000,000):	\$ 1,976,950.00	Number of Employees (including affiliates, if applicable; may not exceed 300):	97.00
Purpose of the loan (select all that apply):	☒ Payroll Costs	☐ Rent / Mortgage Interest	☐ Utilities	☐ Covered Operations Expenditures	
	☐ Covered Property Damage	☐ Covered Supplier Costs	☐ Covered Worker Protection Expenditures	☐ Other (explain):	
PPP First Draw SBA Loan Number:	5187557106				
Reduction in Gross Receipts of at Least 25% (Applicants for loans of \$150,000 or less may leave blank but must provide upon or before seeking loan forgiveness or upon SBA request):	2020 Quarter (e.g., 2Q 2020):	4Q 2020	Reference Quarter (e.g., 2Q 2019):	4Q 2019	
	Gross Receipts:	\$ 5,253,514.00	Gross Receipts	\$ 7,534,474.00	

Applicant Ownership

List all owners of 20% or more of the equity of the Applicant. Attach a separate sheet if necessary.

Owner Name	Title	Ownership %	TIN (EIN, SSN)	Address
Toby Scammell	CEO	18%	[REDACTED]	[REDACTED]
Cory Capoccia	President	5%	[REDACTED]	[REDACTED]

If questions (1), (2), (4), or (5) are answered "Yes," the loan will not be approved.

Question	Yes	No
1. Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?		✓
2. Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is (a) currently delinquent, or (b) has defaulted in the last 7 years and caused a loss to the government?		✓
3. Is the Applicant or any owner of the Applicant an owner of any other business, or have common management (including a management agreement) with any other business? If yes, list all such businesses (including their TINs if available) and describe the relationship on a separate sheet identified as addendum A.		✓
4. Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant presently incarcerated or, for any felony, presently subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction? Initial here to confirm your response to question 4 → <u>TJK</u>		✓
5. Within the last 5 years, for any felony involving fraud, bribery, embezzlement, or a false statement in a loan application or an application for federal financial assistance, or within the last year, for any other felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; or 4) commenced any form of parole or probation (including probation before judgment)? Initial here to confirm your response to question 5 → <u>TJK</u>		✓
6. Is the United States the principal place of residence for all employees included in the Applicant's payroll calculation above?	✓	
7. Is the Applicant a franchise?		✓
8. Is the franchise listed in SBA's Franchise Directory? If yes, enter SBA Franchise Identifier Code here: _____		✓

Clear Form

Save Form



**Paycheck Protection Program
Second Draw Borrower Application Form**

By Signing Below, You Make the Following Representations, Authorizations, and Certifications

I certify that:

- I have read the statements included in this form, including the Statements Required by Law and Executive Orders, and I understand them.
- The Applicant is eligible to receive a loan under the rules in effect at the time this application is submitted that have been issued by the Small Business Administration (SBA) and the Department of the Treasury (Treasury) implementing Second Draw Paycheck Protection Program Loans under Division A, Title I of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and the Economic Aid to Hard-Hit Small Businesses, Nonprofits, and Venues Act (the Paycheck Protection Program Rules).
- The Applicant, together with its affiliates (if applicable), (1) is an independent contractor, self-employed individual, or sole proprietor with no employees; (2) employs no more than 300 employees; or (3) if NAICS 72, employs no more than 300 employees per physical location; (4) if a news organization that is majority owned or controlled by a NAICS code 511110 or 5151 business or a nonprofit public broadcasting entity with a trade or business under NAICS code 511110 or 5151, employs no more than 300 employees per location.
- I will comply, whenever applicable, with the civil rights and other limitations in this form.
- All loan proceeds will be used only for business-related purposes as specified in the loan application and consistent with the Paycheck Protection Program Rules including the prohibition on using loan proceeds for lobbying activities and expenditures. If Applicant is a news organization that became eligible for a loan under Section 317 of the Economic Aid to Hard-Hit Small Businesses, Nonprofits, and Venues Act, proceeds of the loan will be used to support expenses at the component of the business concern that produces or distributes locally focused or emergency information.
- I understand that SBA encourages the purchase, to the extent feasible, of American-made equipment and products.
- The Applicant is not engaged in any activity that is illegal under federal, state or local law.

For Applicants who are individuals: I authorize the SBA to request criminal record information about me from criminal justice agencies for the purpose of determining my eligibility for programs authorized by the Small Business Act, as amended.

The authorized representative of the Applicant must certify in good faith to all of the below by **initialing** next to each one:

- TJK The Applicant was in operation on February 15, 2020, has not permanently closed, and was either an eligible self-employed individual, independent contractor, or sole proprietorship with no employees, or had employees for whom it paid salaries and payroll taxes or paid independent contractors, as reported on Form(s) 1099-MISC.
- TJK Current economic uncertainty makes this loan request necessary to support the ongoing operations of the Applicant.
- TJK The Applicant has realized a reduction in gross receipts in excess of 25% relative to the relevant comparison time period. For loans greater than \$150,000, Applicant has provided documentation to the lender substantiating the decline in gross receipts. For loans of \$150,000 or less, Applicant will provide documentation substantiating the decline in gross receipts upon or before seeking loan forgiveness for the Second Draw Paycheck Protection Program Loan or upon SBA request.
- TJK The Applicant received a First Draw Paycheck Protection Program Loan and, before the Second Draw Paycheck Protection Program Loan is disbursed, will have used the full loan amount (including any increase) of the First Draw Paycheck Protection Program Loan only for eligible expenses.
- TJK The funds will be used to retain workers and maintain payroll; or make payments for mortgage interest, rent, utilities, covered operations expenditures, covered property damage costs, covered supplier costs, and covered worker protection expenditures as specified under the Paycheck Protection Program Rules; I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.
- TJK I understand that loan forgiveness will be provided for the sum of documented payroll costs, covered mortgage interest payments, covered rent payments, covered utilities, covered operations expenditures, covered property damage costs, covered supplier costs, and covered worker protection expenditures, and not more than 40% of the forgiven amount may be for non-payroll costs. If required, the Applicant will provide to the Lender and/or SBA documentation verifying the number of full-time equivalent employees on the Applicant's payroll as well as the dollar amounts of eligible expenses for the covered period following this loan.
- TJK The Applicant has not and will not receive another Second Draw Paycheck Protection Program Loan.
- TJK The Applicant has not and will not receive a Shuttered Venue Operator grant from SBA.
- TJK The President, the Vice President, the head of an Executive department, or a Member of Congress, or the spouse of such person as determined under applicable common law, does not directly or indirectly hold a controlling interest in the Applicant, with such terms having the meanings

provided in Section 322 of the Economic Aid to Hard-Hit Small Businesses, Nonprofits, and Venues Act.

TSK The Applicant is not an issuer, the securities of which are listed on an exchange registered as a national securities exchange under section 6 of the Securities Exchange Act of 1934 (15 U.S.C. 78f).

TSK The Applicant is not a business concern or entity (a) for which an entity created in or organized under the laws of the People's Republic of China or the Special Administrative Region of Hong Kong, or that has significant operations in the People's Republic of China or the Special Administrative Region of Hong Kong, owns or holds, directly or indirectly, not less than 20 percent of the economic interest of the business concern or entity, including as equity shares or a capital or profit interest in a limited liability company or partnership; or (b) that retains, as a member of the board of directors of the business concern, a person who is a resident of the People's Republic of China.

TSK The Applicant is not required to submit a registration statement under section 2 of the Foreign Agents Registration Act of 1938 (22 U.S.C. 612).

TSK The Applicant is not a business concern or entity primarily engaged in political or lobbying activities, including any entity that is organized for research or for engaging in advocacy in areas such as public policy or political strategy or otherwise describes itself as a think tank in any public documents.

TSK I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a guaranteed loan from SBA is punishable under the law, including under 18 U.S.C. 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to \$250,000; under 15 U.S.C. 645 by imprisonment of not more than two years and/or a fine of not more than \$5,000; and, if submitted to a federally insured institution, under 18 U.S.C. 1014 by imprisonment of not more than thirty years and/or a fine of not more than \$1,000,000.

TSK I acknowledge that the Lender will confirm the eligible loan amount using required documents submitted. I understand, acknowledge, and agree that the Lender can share any tax information that I have provided with SBA's authorized representatives, including authorized representatives of the SBA Office of Inspector General, for the purpose of compliance with SBA Loan Program Requirements and all SBA reviews.

Signature

Print Name

01/18/21

Date

Director of Finance

Title



Paycheck Protection Program Second Draw Borrower Application Form

Purpose of this form:

This form is to be completed by the authorized representative of the Applicant and *submitted to your SBA Participating Lender*. Submission of the requested information is required to make a determination regarding eligibility for financial assistance. Failure to submit the information would affect that determination.

Instructions for completing this form:

With respect to “purpose of the loan,” payroll costs consist of compensation to employees (whose principal place of residence is the United States) in the form of salary, wages, commissions, or similar compensation; cash tips or the equivalent (based on employer records of past tips or, in the absence of such records, a reasonable, good-faith employer estimate of such tips); payment for vacation, parental, family, medical, or sick leave (except those paid leave amounts for which a credit is allowed under FFCRA Sections 7001 and 7003); allowance for separation or dismissal; payment for the provision of employee benefits consisting of group health care coverage (including insurance premiums), group life, disability, vision, or dental insurance, and retirement benefits; payment of state and local taxes assessed on compensation of employees; and, for an independent contractor or sole proprietor, wage, commissions, income, or net earnings from self-employment or similar compensation.

For purposes of calculating “Average Monthly Payroll,” most Applicants will use the average monthly payroll for 2019 or 2020, excluding costs over \$100,000 on an annualized basis, as prorated for the period during which the payments are made or the obligation to make the payments is incurred, for each employee. For seasonal businesses, the Applicant may elect to instead use average total monthly payroll for any twelve-week period selected by the Applicant between February 15, 2019 and February 15, 2020, excluding costs over \$100,000 on an annualized basis, as prorated for the period during which the payments are made or the obligation to make the payments is incurred, for each employee. For new businesses without 12 months of payroll costs but that were in operation on February 15, 2020, average monthly payroll may be calculated based on the number of months in which payroll costs were incurred, excluding costs over \$100,000 on an annualized basis for each employee, as prorated for the period during which the payments are made or the obligation to make the payments is incurred, for each employee. For farmers and ranchers that operate as a sole proprietorship or as an independent contractor, or who are eligible self-employed individuals and report farm income or expenses on a Schedule F (or any equivalent successor IRS form), payroll costs are computed using eligible payroll costs for employees, if any, plus the lesser of \$100,000 and the difference between gross income and any eligible payroll costs for employees, as reported on a Schedule F. For Applicants that file IRS Form 1040, Schedule C, payroll costs are computed using line 31 net profit amount, limited to \$100,000, plus any eligible payroll costs for employees. For Applicants that are partnerships, payroll costs are computed using net earnings from self-employment of individual general partners, as reported on IRS Form 1065 K-1, reduced by section 179 expense deduction claimed, unreimbursed partnership expenses claimed, and depletion claimed on oil and gas properties, multiplied by 0.9235, that is not more than \$100,000, plus any eligible payroll costs for employees.

In determining whether the Applicant experienced at least a 25% reduction in gross receipts, for loans above \$150,000, the Applicant must identify the 2020 quarter meeting this requirement, identify the reference quarter, and state the gross receipts amounts for both quarters, as well as provide supporting documentation. For loans of \$150,000 and below, these fields are not required and the Applicant only must certify that the Applicant has met the 25% gross receipts reduction at the time of application; however, upon or before seeking loan forgiveness (or upon SBA request) the Applicant must provide documentation that identifies the 2020 quarter meeting this requirement, identifies the reference quarter, states the gross receipts amounts for both quarters, and supports the amounts provided. For all loans, the appropriate reference quarter depends on how long the Applicant has been in operation:

- For all entities other than those satisfying the conditions set forth below, Applicants must demonstrate that gross receipts in any quarter of 2020 were at least 25% lower than the same quarter of 2019. Alternatively, Applicants may compare annual gross receipts in 2020 with annual gross receipts in 2019; Applicants choosing to use annual gross receipts must enter “Annual” in the 2020 Quarter and Reference Quarter fields and, as required documentation, must submit copies of annual tax forms substantiating the annual gross receipts reduction.
- For entities not in business during the first and second quarters of 2019 but in operation during the third and fourth quarters of 2019, Applicants must demonstrate that gross receipts in any quarter of 2020 were at least 25% lower than either the third or fourth quarters of 2019.
- For entities not in business during the first, second, and third quarters of 2019 but in operation during the fourth quarter of 2019, Applicants must demonstrate that gross receipts in any quarter of 2020 were at least 25% lower than the fourth quarter of 2019.
- For entities not in business during 2019 but in operation on February 15, 2020, Applicants must demonstrate that gross receipts in the second, third, or fourth quarter of 2020 were at least 25% lower than the first quarter of 2020.

Gross receipts includes all revenue in whatever form received or accrued (in accordance with the entity’s accounting method) from whatever source, including from the sales of products or services, interest, dividends, rents, royalties, fees, or commissions, reduced by returns and allowances. Generally, receipts are considered “total income” (or in the case of a sole proprietorship “gross income”) plus “cost of goods sold” and excludes net capital gains or losses as these terms are defined and reported on IRS tax return forms. Gross receipts do not include the following: taxes collected for and remitted to a taxing authority if included in gross or total income, such as sales or other taxes collected from customers and excluding taxes levied on the concern or its employees; proceeds from transactions between a concern and its domestic or foreign affiliates; and amounts collected for another by a travel agent, real estate agent, advertising agent, conference management service provider, freight forwarder or customs broker. All other items, such as subcontractor costs, reimbursements for purchases a contractor makes at a customer’s request, investment income, and employee-based costs such as payroll taxes, may not be excluded from gross receipts. Gross receipts of a borrower must be aggregated with gross receipts of its affiliates. For a nonprofit organization, veterans organization, nonprofit news organization, 501(c)(6) organization, and destination marketing organization, gross receipts has the meaning in section 6033 of the Internal Revenue Code of 1986.

For purposes of reporting Number of Employees, sole proprietors, self-employed individuals, and independent contractors should include themselves as employees (i.e., the minimum number in the box “Employees” is one). For NAICS 72 or eligible news organizations, applicants may not exceed 300 per physical location.

For purposes of reporting Year of Establishment, self-employed individuals and independent contractors may enter “NA”.

For purposes of reporting NAICS Code, applicants must match the business activity code provided on their IRS income tax filings, if applicable. For purposes of calculating an Applicant’s maximum payroll costs, an Applicant may multiply its average monthly payroll costs by 3.5 only if the Applicant is in the Accommodation and Food Services sector and has reported a NAICS code beginning with 72 as its business activity code on its most recent IRS income tax return.

All parties listed below are considered owners of the Applicant as well as "principals":

- For a sole proprietorship, the sole proprietor;
- For a partnership, all general partners, and all limited partners owning 20% or more of the equity of the firm;
- For a corporation, all owners of 20% or more of the corporation;
- For limited liability companies, all members owning 20% or more of the company; and
- Any Trustor (if the Applicant is owned by a trust).

Paperwork Reduction Act – You are not required to respond to this collection of information unless it displays a currently valid OMB Control Number. The estimated time for completing this application, including gathering data needed, is 8 minutes. Comments about this time or the information requested should be sent to: Small Business Administration, Director, Records Management Division, 409 3rd St., SW, Washington DC 20416, and/or SBA Desk Officer, Office of Management and Budget, New Executive Office Building, Washington DC 20503. **PLEASE DO NOT SEND FORMS TO THESE ADDRESSES.**

Privacy Act (5 U.S.C. 552a) – Under the provisions of the Privacy Act, you are not required to provide your social security number. Failure to provide your social security number may not affect any right, benefit or privilege to which you are entitled. (But see Debt Collection Notice regarding taxpayer identification number below.) Disclosures of name and other personal identifiers are required to provide SBA with sufficient information to make a character determination. When evaluating character, SBA considers the person's integrity, candor, and disposition toward criminal actions. Additionally, SBA is specifically authorized to verify your criminal history, or lack thereof, pursuant to section 7(a)(1)(B), 15 USC Section 636(a)(1)(B) of the Small Business Act.

Disclosure of Information – Requests for information about another party may be denied unless SBA has the written permission of the individual to release the information to the requestor or unless the information is subject to disclosure under the Freedom of Information Act. The Privacy Act authorizes SBA to make certain "routine uses" of information protected by that Act. One such routine use is the disclosure of information maintained in SBA's system of records when this information indicates a violation or potential violation of law, whether civil, criminal, or administrative in nature. Specifically, SBA may refer the information to the appropriate agency, whether Federal, State, local or foreign, charged with responsibility for, or otherwise involved in investigation, prosecution, enforcement or prevention of such violations. Another routine use is disclosure to other Federal agencies conducting background checks but only to the extent the information is relevant to the requesting agencies' function. See, 74 F.R. 14890 (2009), and as amended from time to time for additional background and other routine uses. In addition, the CARES Act, requires SBA to register every loan made under the Paycheck Protection Program using the Taxpayer Identification Number (TIN) assigned to the borrower.

Debt Collection Act of 1982, Deficit Reduction Act of 1984 (31 U.S.C. 3701 et seq. and other titles) – SBA must obtain your taxpayer identification number when you apply for a loan. If you receive a loan, and do not make payments as they come due, SBA may: (1) report the status of your loan(s) to credit bureaus, (2) hire a collection agency to collect your loan, (3) offset your income tax refund or other amounts due to you from the Federal Government, (4) suspend or debar you or your company from doing business with the Federal Government, (5) refer your loan to the Department of Justice, or (6) take other action permitted in the loan instruments.

Right to Financial Privacy Act of 1978 (12 U.S.C. 3401) – The Right to Financial Privacy Act of 1978, grants SBA access rights to financial records held by financial institutions that are or have been doing business with you or your business including any financial institutions participating in a loan or loan guaranty. SBA is only required provide a certificate of its compliance with the Act to a financial institution in connection with its first request for access to your financial records. SBA's access rights continue for the term of any approved loan guaranty agreement. SBA is also authorized to transfer to another Government authority any financial records concerning an approved loan or loan guarantee, as necessary to process, service or foreclose on a loan guaranty or collect on a defaulted loan guaranty.

Freedom of Information Act (5 U.S.C. 552) – This law provides, with some exceptions, that SBA must supply information reflected in agency files and records to a person requesting it. Information about approved loans that is generally released includes, among other things, statistics on our loan programs (individual borrowers are not identified in the statistics) and other information such as the names of the borrowers, the amount of the loan, and the type of the loan. Proprietary data on a borrower would not routinely be made available to third parties. All requests under this Act are to be addressed to the nearest SBA office and be identified as a Freedom of Information request.

Occupational Safety and Health Act (15 U.S.C. 651 et seq.) – The Occupational Safety and Health Administration (OSHA) can require businesses to modify facilities and procedures to protect employees. Businesses that do not comply may be fined and required to abate the hazards in their workplaces. They may also be ordered to cease operations posing an imminent danger of death or serious injury until employees can be protected. Signing this form is certification that the applicant, to the best of its knowledge, is in compliance with the applicable OSHA requirements, and will remain in compliance during the life of the loan.

Civil Rights (13 C.F.R. 112, 113, 117) – All businesses receiving SBA financial assistance must agree not to discriminate in any business practice, including employment practices and services to the public on the basis of categories cited in 13 C.F.R., Parts 112, 113, and 117 of SBA Regulations. All borrowers must display the "Equal Employment Opportunity Poster" prescribed by SBA.

Equal Credit Opportunity Act (15 U.S.C. 1691) – Creditors are prohibited from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

Debarment and Suspension Executive Order 12549 (2 C.F.R. Part 180 and Part 2700) – By submitting this loan application, you certify that neither the Applicant or any owner of the Applicant have within the past three years been: (a) debarred, suspended, declared ineligible or voluntarily excluded from participation in a transaction by any Federal Agency; (b) formally proposed for debarment, with a final determination still pending; (c) indicted, convicted, or had a civil judgment rendered against you for any of the offenses listed in the regulations or (d) delinquent on any amounts owed to the U.S. Government or its instrumentalities as of the date of execution of this certification.

PPP Borrower Demographic Information Form (Optional)

Instructions

1. **Purpose.** Veteran/gender/race/ethnicity data is collected for program reporting purposes only.
2. **Description.** This form requests information about each of the Borrower's Principals. Add additional sheets if necessary.
3. **Definition of Principal.** The term "Principal" means:
 - For a self-employed individual, independent contractor, or a sole proprietor, the self-employed individual, independent contractor, or sole proprietor.
 - For a partnership, all general partners and all limited partners owning 20% or more of the equity of the Borrower, or any partner that is involved in the management of the Borrower's business.
 - For a corporation, all owners of 20% or more of the Borrower, and each officer and director.
 - For a limited liability company, all members owning 20% or more of the Borrower, and each officer and director.
 - Any individual hired by the Borrower to manage the day-to-day operations of the Borrower ("key employee").
 - Any trustor (if the Borrower is owned by a trust).
 - For a nonprofit organization, the officers and directors of the Borrower.
4. **Principal Name.** Insert the full name of the Principal.
5. **Position.** Identify the Principal's position; for example, self-employed individual; independent contractor; sole proprietor; general partner; owner; officer; director; member; or key employee.

Principal Name		Position
Veteran	1=Non-Veteran; 2=Veteran; 3=Service-Disabled Veteran; 4=Spouse of Veteran; X=Not Disclosed	
Gender	M=Male; F=Female; X=Not Disclosed	
Race (more than 1 may be selected)	1=American Indian or Alaska Native; 2=Asian; 3=Black or African-American; 4=Native Hawaiian or Pacific Islander; 5=White; X=Not Disclosed	
Ethnicity	H=Hispanic or Latino; N=Not Hispanic or Latino; X=Not Disclosed	

Disclosure is voluntary and will have no bearing on the loan application decision

Clear Form

Save Form

From: Cory Capoccia
Sent: Thursday, February 11, 2021 4:39 AM
To: harvestppp3 - [REDACTED]
CC: [REDACTED]
Subject: RE: 2nd Draw Request - 2021011340 • Womply

Great news. Thanks all!

Cory Capoccia | [Womply](#) | [REDACTED]@womply.com

On Wed, Feb 10, 2021 at 9:11 PM, harvestppp3 - [REDACTED]@harvestcref.com > wrote:

Hi Cory,

The SBA must have liked what they saw with the new documentation, because they just approved the loan request. Within the next few days you can expect to receive an email for Docusigning the docs for funding.

[REDACTED]
PPP Program Processor

Paycheck Protection Program Department

24422 Avenida De La Carlota, Suite 232

Laguna Hills, CA 92653

[REDACTED]@harvestsbfc.com
www.harvestsbfc.com

harvest

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From: Cory Capoccia [REDACTED]@womply.com >
Sent: Wednesday, February 10, 2021 8:09 PM
To: harvestppp3 - [REDACTED]@harvestcref.com >
Cc: [REDACTED]@harvestcref.com >; [REDACTED]@harvestcref.com >; [REDACTED]

HARVEST_SSCC_002508

[REDACTED]@womply.com>

Subject: RE: 2nd Draw Request - 2021011340 • Womply

Hi [REDACTED] - any updates on our app with the SBA? Thanks

Cory Capoccia | [Womply](#) | [REDACTED]@womply.com

On Fri, Feb 05, 2021 at 5:45 PM, harvestppp3 - [REDACTED]@harvestcref.com> wrote:

Thank you [REDACTED]

This has been resubmitted to the SBA, hopefully now they have everything they need for approval.

PPP Program Processor

Paycheck Protection Program Department

24422 Avenida De La Carlota, Suite 232

Laguna Hills, CA 92653

[\[REDACTED\]@harvestsbfc.com](mailto:[REDACTED]@harvestsbfc.com)

www.harvestsbfc.com

harvest

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From: [REDACTED]@womply.com>

Sent: Friday, February 5, 2021 2:59 PM

To: harvestppp3 - [REDACTED]@harvestcfc.com>

Cc: [REDACTED]@harvestcfc.com>; Cory Capoccia [REDACTED]@womply.com>; [REDACTED]

[REDACTED]@harvestcfc.com>

Subject: Re: 2nd Draw Request - 2021011340 • Womply

[REDACTED]

Attached you will find a signed statement regarding our mailing address that was included on the application and the reason it was listed on the application. Also attached is a copy of the latest invoice from our ISP which provides internet service for our Utah office. These should address questions a), b) and d) from your email. Please let me know if you need anything further.

Thanks,

[REDACTED]

HARVEST_SSCC_002510

Director of Finance | @womply.com

On Fri, Feb 5, 2021 at 2:33 PM harvestppp3 - @harvestcref.com> wrote:

Hi

The SBA has come back and is requesting for additional documentation. The points are listed below. The payroll verification we have (c), but could you send anything additional that you have for the remaining points? For point a, if you have a lease agreement or title report that demonstrates how the main operating address is not residential, we can upload that. For point b you can explain how the main address is not residential.

- a. that the borrower's operations can be conducted from the current residential business address such as: a. Proof of an alternate operating address such as a current utility bill, current lease/rental agreement, or mortgage note/mortgage statement, and an explanation of why the alternate operating address was not listed on the application form
- b. Signed statement by the borrower explaining how the borrower operations and number of employees can be supported from a residential address
- c. Payroll documentation validating number of employees
- d. Proof that the borrower address entered in ETRAN is not a residential address

PPP Program Processor

Paycheck Protection Program Department

24422 Avenida De La Carlota, Suite 232

Laguna Hills, CA 92653

@harvestsbfc.com
www.harvestsbfc.com

harvest

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From: [REDACTED]@harvestcref.com>

Sent: Wednesday, February 3, 2021 9:56 AM

To: [REDACTED]@womply.com>

Cc: Cory Capoccia [REDACTED]@womply.com>; [REDACTED]@harvestcref.com>; harvestppp3 - [REDACTED]@harvestcref.com>

Subject: RE: 2nd Draw Request - 2021011340 • Womply

[REDACTED]

Please see below. It's still processing according to the portal.

First Draw Lender Name	Second Draw Lender Name	Borrower Name
Harvest Small Business Finance, LLC	Harvest Small Business Finance, LLC	oto analytics, inc

Regards,

[REDACTED]
Senior Vice President

Asset Acquisition Specialist

[REDACTED]@harvestsbf.com
www.harvestsbf.com

harvest

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

From: [REDACTED]@womply.com]

Sent: Wednesday, February 03, 2021 8:58 AM

To: [REDACTED]@harvestcref.com>

Cc: Cory Capoccia [REDACTED]@womply.com>; [REDACTED]@harvestcref.com>; harvestppp3 - [REDACTED]@harvestcref.com>

HARVEST_SSCC_002512

Subject: Re: 2nd Draw Request - 2021011340 • Womply

[REDACTED]

Any updates on our application?

In the FAQs we found a reference to a form (SBA Form 3509 - PPP Loan Necessity Questionnaire (For-Profit Borrowers)) that is being requested for first draw loans of more than \$2M. Is it possible that this form is holding up the processing and we need to get you a completed form to unblock this?

Thanks,

[REDACTED]

[REDACTED] *Director of Finance* | [REDACTED]@womply.com

On Fri, Jan 29, 2021 at 6:27 PM [REDACTED]@harvestcref.com> wrote:

Cory,

It's been submitted but it's still showing as processing. I'll let you know once we see the status change.

Regards,

[REDACTED]

Senior Vice President

Asset Acquisition Specialist

[REDACTED]@harvestsbfc.com
www.harvestsbfc.com

harvest

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

From: Cory Capoccia [REDACTED]@womply.com]

Sent: Friday, January 29, 2021 5:41 AM

To: [REDACTED]@womply.com>

Cc: [REDACTED]@harvestcfc.com>; [REDACTED]@harvestcfc.com>; harvestppp3 -
[REDACTED]@harvestcfc.com>

Subject: Re: 2nd Draw Request - 2021011340 • Womply

[REDACTED] did this suffice to unblock it?

.

Cory Capoccia | [Womply](#) | [REDACTED]@womply.com

On Thu, Jan 28 2021 at 12:37 PM, [REDACTED]@womply.com> wrote:

Attached is a copy of our business license including our Office address in Lehi, Utah.

All of our official business mail, IRS filings, etc. all have the San Francisco address that was included on the application.

Please let me know if you need anything else.

[REDACTED] *Director of Finance* | [REDACTED]@womply.com

On Thu, Jan 28, 2021 at 8:31 AM Cory Capoccia [REDACTED]@womply.com> wrote:

That's annoying. The 548 Address is not residential, it is our corporate mailing address.

Thom, can you send through a copy of our rent statement with our Utah office address on it?

Cory Capoccia | [Womply](#) | [REDACTED]@womply.com

On Thu, Jan 28, 2021 at 8:26 AM, [REDACTED]@harvestref.com> wrote:

Cory,

Below is the current status and the items that can help resolve the issue.

PPP Loan Request

Oto Analytics, Inc.

Further Research Required



There Appears to be a Problem.

Your borrower's 1st Draw Loan has a hold that must be resolved before a 2nd Draw Loan can be processed on the borrower's behalf. You may immediately begin submitting supporting documents by clicking [here](#) below regarding holds which currently exist on the First Draw PPP Loan.

- 16-Large Number of Employees at Residential Business Address - Borrower address entered in ETRAN is a Residential Address and Number of Employees greater than or equal to 100

Borrower Information

Here are the recommended items needed to resolve this issue. Please forward to Jonnie at your

earliest convenience. Thank you

Large Number of Employees at Residential Business Address - Borrower address entered in ETRAN is a Residential Address and Number of Employees ≥ 100

Please provide proof either that (a) the borrower has an alternate business address that supports the number of employees; or (b) that the borrower's operations can be conducted from the current residential business address such as:

- a. Proof of an alternate operating address such as a current utility bill, current lease/rental agreement, or mortgage note/mortgage statement, and an explanation of why the alternate operating address was not listed on the application form
- b. Signed statement by the borrower explaining how the borrower operations and number of employees can be supported from a residential address
- c. Payroll documentation validating number of employees
- d. Proof that the borrower address entered in ETRAN is not a residential address

Regards,

[REDACTED]

Senior Vice President

Asset Acquisition Specialist

[REDACTED]@harvestsbfc.com
www.harvestsbfc.com

harvest

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

From: Cory Capoccia [REDACTED]@womply.com]

Sent: Thursday, January 28, 2021 6:55 AM

To: [REDACTED]@harvestcref.com>

Cc: [REDACTED]@harvestcref.com>; [REDACTED]@womply.com>

Subject: Re: 2nd Draw Request - 2021011340 • Womply

Hi [REDACTED] - did you see this block removed after the SBA made their updates yesterday?

Cory Capoccia | [Womply](#) | [REDACTED]@womply.com

On Mon, Jan 25, 2021 at 2:41 PM, Cory Capoccia [REDACTED]@womply.com> wrote:

Thanks, [REDACTED] Not sure what is triggering that either, but let's see if it gets updated over the next few days.

Cory Capoccia | [Womply](#) | [REDACTED]@womply.com

On Mon, Jan 25, 2021 at 11:55 AM, [REDACTED]@harvestref.com> wrote:

Cory,

It looks like SBA added a lookup functions for loans on hold due to SBA review of 1st draw app. Please see below. Not sure what the flag is that's preventing the submission of the 2nd round yet, but wanted to share this with you.

Entity Name

oto analytics, inc

Loan Amount

\$ 3,103,440

SBA Number

5187557106

This SBA Loan was booked with this corporate indicator: EIN

This SBA Loan has a flag (this will prevent submission): Yes

Regards,

[REDACTED]

Senior Vice President

Asset Acquisition Specialist

24422 Avenida de la Carlota, #232

Laguna Hills, CA 92653

Direct: [REDACTED]

Mobile: [REDACTED]

[REDACTED]@harvestsbf.com
www.harvestsbf.com

harvest

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From: Toby Scammell
Sent: Wednesday, May 13, 2020 3:18 AM
To: [REDACTED] Cory Capoccia; [REDACTED]
Subject: Fwd: Re: Womply PPP Note
Attachments: Oto Analytics, Inc. ACH AUTHORIZATION - PPP.pdf; Wire & ACH Instructions for Oto Analytics.pdf

Third time sending this

Toby Scammell
Founder & CEO at Womply
[REDACTED]

[LinkedIn](#)

----- Forwarded message -----

From: Toby Scammell [REDACTED]@womply.com >
Date: Friday, April 24 2020 at 11:51 AM PDT
Subject: Re: Womply PPP Note
To: [REDACTED]@harvestref.com >
Cc: [REDACTED]@harvestref.com >

Bank info attached

Toby Scammell
Founder & CEO at Womply
[REDACTED]

[LinkedIn](#)

On Thu, Apr 23, 2020 at 10:03 PM, Toby Scammell [REDACTED]@womply.com > wrote:

Signed version of note attached. Will send ACH auth file tomorrow.

Toby Scammell
Founder & CEO at Womply
[REDACTED]

[LinkedIn](#)

On Thu, Apr 23, 2020 at 9:38 PM, [REDACTED]@harvestref.com > wrote:

Toby,

Attached is the PPP Note and ACH Authorization for your PPP loan. Please review, execute and return along with a copy of a check from the account you want the funds deposited. Please let us know if you have any questions. Thank you.

Regards,

[REDACTED]

Senior Vice President

Asset Acquisition Specialist

24422 Avenida de la Carlota, #232

Laguna Hills, CA 92653

Direct:

[REDACTED]

Mobile:

[REDACTED]

[REDACTED]@harvestsbf.com

www.harvestsbf.com

harvest

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ACH Information Request Form

To enable Harvest Small Business Finance, LLC ("Harvest") to pay you via the Automated Clearing House (ACH) method and be notified via e-mail of the payment, please complete this form and submit it to Harvest per the instructions below. If you have questions while completing the form, please contact the your PPP Processor or ppp@harvestcref.com.

Borrower Name: Oto Analytics, Inc.

Banking Institution: Silicon Valley Bank

Transit/Routing Number: [REDACTED]

Bank Account Number: [REDACTED]

Type of Account: (check one) ☐ Savings ☒ Checking

Vendor Contact: Toby Scammell Title: Founder & CEO

Phone Number: [REDACTED] E-mail: [REDACTED]@womply.com

E-mail Payment Notifications to: [REDACTED]@womply.com

Harvest is hereby authorized to directly deposit to the account listed above. This authorization will remain in effect until I modify or cancel it in writing.

Borrower Authorized Signer: Toby Scammell [REDACTED]

Completed form, along with a copy of a voided check, can be sent via email to your PPP Processor or faxed to (949) 861-6399.



01/28/2019

To Whom It May Concern;

Account information is listed below for OTO Analytics Inc.

Bank Name:	SILICON VALLEY BANK
Company Name:	OTO ANALYTICS, INC
Address:	[REDACTED] SAN FRANCISCO CA 94104
Routing Number:	[REDACTED]
SWIFT Code:	[REDACTED]
Account Number:	[REDACTED]

The above information is CONFIDENTIAL and is furnished as a matter of business courtesy. No responsibility is assumed by our bank or its officers.

Sincerely,

[REDACTED]

[REDACTED]

Relationship Advisor

[REDACTED]

Tempe, AZ 85281

[REDACTED]

[REDACTED] [@svb.com](mailto:[REDACTED]@svb.com)

Harvest Small Business Finance, LLC
Monthly Class A Members Meeting – May 20, 2020
11:00 AM, Conference Call

Members Present: [REDACTED]

Non-Members Present: None

Meeting called to order by [REDACTED] at 11:00 AM

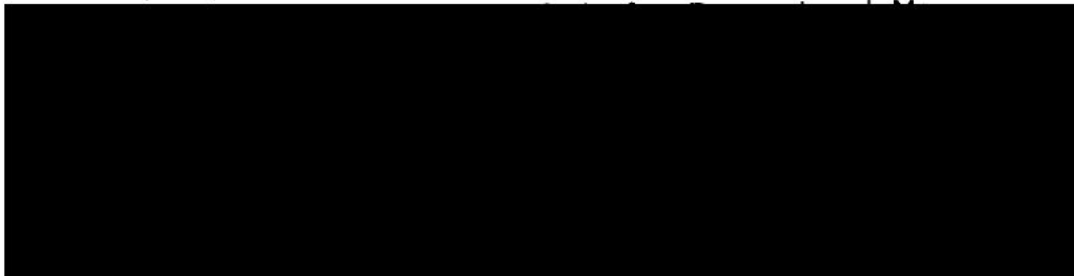
1)
2)

3)

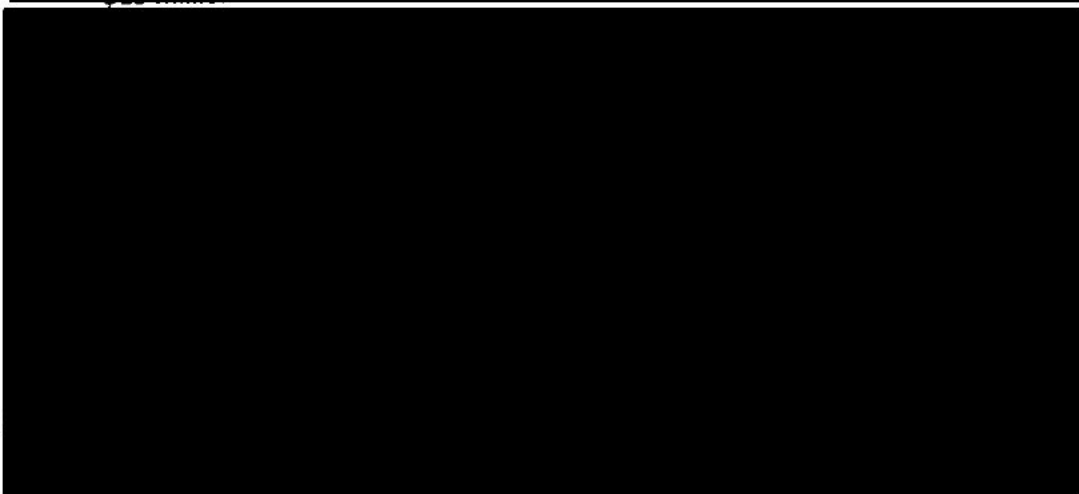
4)

- 5) [REDACTED] gave an update on the Paycheck Protection Program ("PPP").
- a. To date, Harvest has originated approximately \$900 million of PPP loans.
 - b. To accomplish this, Harvest has hired about 15 temporary employees to process PPP loans. It is likely that Harvest will retain most of these employees to work

on the PPP loan forgiveness process going forward. A number of these temporary hires were former Harvest employees who were laid off in March.



6)



7)

Message

From: Toby Scammell [REDACTED]@womply.com]
on behalf of Toby Scammell [REDACTED]@womply.com> [REDACTED]@womply.com]
Sent: 6/8/2021 10:01:46 AM
To: [REDACTED]@sba.gov]; [REDACTED]@sba.gov]
Subject: Fwd: Fwd: steps to reduce fraud
Attachments: Steps to reduce fraud (1).docx

Re our discussion: See attached suggestions on fraud prevention. I can update this based on more recent data and we have more we can share to help improve the results for EIDL

Toby Scammell
Founder & CEO at Womply

[REDACTED]
[LinkedIn](#)

----- Forwarded message -----

From: Toby Scammell [REDACTED]@womply.com>
Date: Wednesday, May 12 2021 at 2:00 PM PDT
Subject: Fwd: steps to reduce fraud
To: [REDACTED]@sba.gov>, [REDACTED]@sba.gov>, [REDACTED]@sba.gov>
Cc: [REDACTED]@milesstockbridge.com>, [REDACTED]@womply.com>

Hi [REDACTED], Please see email and attachment for some of our technical suggestions. Separately, a couple of small tweaks (that would have little to no impact on legitimate borrowers) would have a huge impact on fraud reduction in the PPP program and perhaps other SBA programs. The PPP forgiveness process affords you a unique opportunity to catch fraud even after loans have been funded, which is an opportunity we shouldn't pass up.

Thanks again for your time.

Best,
Toby

Toby Scammell
Founder & CEO at Womply

[REDACTED]
[LinkedIn](#)

----- Forwarded message -----

From: Toby Scammell [REDACTED]@womply.com>
Date: Monday, May 3 2021 at 10:21 AM PDT
Subject: steps to reduce fraud
To: [REDACTED]@sba.gov>, [REDACTED]@sba.gov>, [REDACTED]
[REDACTED]@sba.gov>

Hi [REDACTED]
I hope you're all well. I've attached specific recommendations that could be useful across COVID relief programs to reduce and detect fraud. Many of these can be implemented very easily. We're seeing an increase in the sophistication of attacks and our team is also picking up significant dark web activity surrounding SBA, EIDL, PPP (including Womply and other technology companies).

Related to PPP:

1 We have a list of compromised SSNs and bank accounts that are definitively associated with fraud. We believe these should be blocked or at least flagged as high risk across all SBA programs. I offered to share with the OIGs office but they suggested this was more of a policy issue. We can provide to Summit Group or any other company if helpful. The vast majority of these are upstream of SBA (millions of applications).

2 Our lender partners need to withdraw ~tens of thousands of applications from SBA Approved in ETRAN due to fraud. We believe that the manual withdrawal process will take too long for lenders, which could cause a program accounting issue--namely that the program will "run out" of funding before those loans can be statused correctly in ETRAN. Our team can help consolidate this info into a flat file or figure out how to enable lenders to do this by API.

Please let me know if you want to discuss.

Best,
Toby

Toby Scammell
Founder & CEO at Womply


[LinkedIn](#)

In recent days we've seen a significant increase in fraudulent applications that contain stolen identities. Thousands of these applications have been approved by SBA, indicating that the processes used by SBA to detect and prevent identity fraud are having minimal impact. We did a cursory analysis of SVOG, EIDL, and RRF programs and observed that they are likely to have the same vulnerabilities today as the PPP program.

Here are some recommendations that may be applied to detect, prevent, and investigate fraud across government programs and by private participants.

Block all international IP addresses and all anonymous IPs

We've seen spikes in fraud from Ghana, Nigeria, and Pakistan in the last two weeks. The geographies of attacks changes and therefore all international traffic should be blocked at the firewall. Most attackers mask their traffic with VPNs, proxies, or Tor. This is unlikely to have any impact on legitimate applicants. IP traffic must be blocked at all levels including by any third party solution (DocuSign, LexisNexis, ID.me, payment processor, etc)

Block all VOIP numbers

Using Twilio or similar, block VOIP numbers from being used for signup, verification, or notifications. Associated accounts/applications should be viewed as very high risk.

Database / KBA checks are widely exploited

Most digital KYC solutions are being systematically exploited including the Lexis Nexis-powered DocuSign ID Check, [ID.me](https://www.id.me) and Persona. Database checks for Name, Address, SSN are routinely passing because identities have been stolen.

Block temporary, paper, or foreign IDs

US Fake IDs are passing digital analysis, manual inspection, and barcode scanning. Other IDs should not be accepted. Expired IDs don't appear to be a strong indicator of fraud at the moment.

Use video selfies with strict liveness checks

Dolls, mannequins, masks, animations, and deep fakes are exploiting technical holes in video selfie technology including liveness checks that require head movement, blinking, and mouth movement. Videos and images should be manually reviewed.

Block online banks at their routing number

Walmart Money, Greendot, Varo, Lili and others like them are all strongly correlated to fraud and fund transfers should be blocked to these banks. The fact that someone has

an account open with one of these companies should not be reassuring--their KYC processes are so weak that they are irrelevant--and instead should be viewed as a reason to classify their application as high risk.

Require funding into a named bank account via ACH

While many banks have substantial issues with KYC and stolen accounts, it's still very important to have funds electronically deposited into a named account. Deposits onto prepaid cards should be strictly prohibited because this eliminates a critical layer of fraud prevention.

Require business bank accounts

For programs or applications that require a registered business entity, require business bank accounts for all deposits. These should be independently verified with the RDFI. Where possible, ACH descriptors & routing numbers should be clearly separated & identifiable to aid RDFIs in their own fraud checks.

Apply strict rules after a funding failure

Conduct manual reviews on all data and limit the number of retries or changes. Where possible under the rules of the program, add increasing delays for subsequent deposit attempts (first try adds a 5 day delay, second try adds 10 day delay, etc). This will add time for the RDFI to close accounts in the case they detect fraud.

Require minimum bank activity

If possible use Plaid/Yodlee/etc transaction data to verify bank activity existed at least 30 days ago. Bank statements aren't useful for this purpose (too easy to fake).

Require a minimum bank balance of over \$20

\$20 is often the minimum required to open an account and in general fraud rings are reluctant to deposit money that could be frozen. Often it's not possible to collect this data due to institution or API failures.

Restrict bank account usage

Limit the count of deposits and count of tax IDs on applications associated with each bank account.

Anonymous IDs & browser fingerprints

Identify clusters of browser fingerprints and cookie-based anonymous IDs to find fraud. Fraud rings rarely change their ID or fingerprints across applications, so these links help connect fraudulent apps together.

Device count limits

Applications that are associated with more than 2 devices are high risk, particularly if those devices are located more than 50 miles apart (based on their IP address). This often indicates a vertically integrated fraud ring with specialists/segmentation in each step (KYC, documents, bank accounts, etc).

Limit IP address distance from database address

Database checks of SSN will often return a recent address that is more than 250 miles from both the address shown on the ID and/or the IP address location. This appears to be frequently associated with fraud.

Restrict tax IDs per bank login/password

Where possible if using Plaid or Yodlee, restrict the number of tax IDs from an application that can use the same login/password for a bank institution.

Use loan amount to identify risk

With PPP Schedule C & F filers, ~95% of confirmed fraudulent applications have been within \$500 of the maximum allowable loan amount (\$20,833 for draw 1).

Message

From: Toby Scammell [REDACTED]@womply.com]
on behalf of Toby Scammell [REDACTED]@womply.com > [REDACTED]@womply.com]
Sent: 4/29/2021 7:06:08 AM
To: [REDACTED]@sba.gov]
CC: [REDACTED]@womply.com]
Subject: Re: [EXTERNAL] RE: [EXTERNAL] RE: coordinating to stop ppp fraud

Pam pls send invite

Toby Scammell
Founder & CEO at Womply
[REDACTED]

[LinkedIn](#)

On Thu, Apr 29 2021 at 5:25 AM, [REDACTED]@sba.gov > wrote:

Toby,

The work never ends. Let's plan for 2pm EST.

Thanks,

[REDACTED]

From: Toby Scammell [REDACTED]@womply.com >
Sent: Thursday, April 29, 2021 12:17 AM
To: [REDACTED]@sba.gov >
Cc: [REDACTED]@womply.com >
Subject: Re: [EXTERNAL] RE: coordinating to stop ppp fraud

CAUTION - The sender of this message is external to the SBA network. Please use care when clicking on links and responding with sensitive information. Send suspicious email to spam@sba.gov.

You're up late :) If you're free tonight call my cell - [REDACTED] If not tonight I can do 11a or 2p est tomorrow.

Here's our primary DHS contact:

[REDACTED] National Program Manager, Illicit Finance and Proceeds of Crime Unit, Homeland Security Investigations, U.S. Immigration and Customs Enforcement

Happy to intro you if you don't know him. We're also working with various folks at the FBI, but the DHS approach is most innovative.

Also re item 4 on my previous list: we are meeting with BlueAcorn & Capital Plus tomorrow to share data. One of the banks we've been working with intro'd us so we could help them.

Toby Scammell

Founder & CEO at Womply



[LinkedIn](#)

On Wed, Apr 28, 2021 at 8:56 PM, [REDACTED] [@sba.gov](#)> wrote:

Hi Toby,

I can try to have a call tomorrow. Can you send me the contact info for the DHS agent you are working with?

Thanks,





[REDACTED]
[REDACTED]
Office of Inspector General

U.S. Small Business Administration
[REDACTED]

CAUTION - The sender of this message is external to the SBA network. Please use care when clicking on links and responding with sensitive information. Send suspicious email to spam@sba.gov.

Hi [REDACTED] Hope you're well. Do you have time to chat about these topics tomorrow? We're doing some work with DHS that I would like to share with you in addition to the other topics. If you have some time tomorrow [REDACTED] can help schedule a quick call.

Best,

Toby

Toby Scammell

Founder & CEO at Womply



[LinkedIn](#)

On Mon, Apr 26, 2021 at 6:52 PM, Toby Scammell [REDACTED]@womply.com> wrote:

Hi [REDACTED]

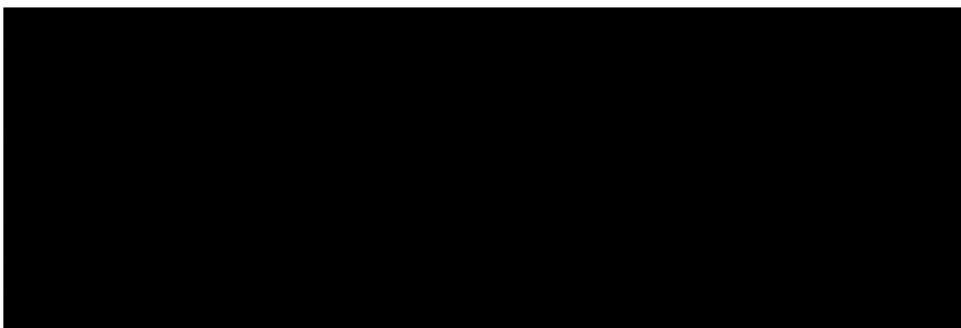
I hope you're well. I'm wondering if we can coordinate more closely on fraud prevention and detection in the PPP program.

A few things to put on your radar. Happy to discuss live:

1 Womply is the source of about half of all PPP loan approvals since mid-March. We're at about 650k approvals in 6 weeks through our various lender partners. We're not a lender but we're collecting a huge amount of data that can be used to prevent fraud. Over 2m tax documents, over 1.5m bank accounts from applicants, and over 1m completions of various KYC/CIP/KBA inquiries.

2 We've been coordinating actively with RDFIs including Chime and Truist to share data and reduce fraud through various approaches. This is something we could expand quite easily. I understand you are the oracle when it comes to these bank relationships so if you have anyone else you think we could work with, please intro them to me or give them my contact details. Our applicants have connected more than 4k different RDFIs but we could probably make a big impact with the top 25.

3 We are seeing more blatant and public attempts to defraud the PPP program. Here are some examples:



This appears to be at the early stages of going viral. Lenders and the SBA have no chance against falsified tax documents from real people. There's simply no way to distinguish between a Schedule C that was filed with the IRS and one that was made up. Since there's no IRS API and no other reliable method to authenticate these documents, I think the best we can do is improve coordination between govt & the private sector. We are willing to contribute all of our data including KYC data, IP addresses, and data analysis to support any investigations. For example, we could pretty easily run a sting against some of these bad actors who are selling fake docs (but we couldn't pursue that path without govt blessing).

4 There could be value in coordination across lenders/other technology companies. We have good contacts with companies like Customers Bank, Smartbiz, and Lendio. I'd really appreciate if you could share contact info for BlueAcorn or CapitalPlus so we could compare notes and share data to further stop fraud. If there are others who you think have implemented effective fraud prevention approaches, please let me know.

Best,

Toby

Toby Scammell

Founder & CEO at Womply



[LinkedIn](#)

AGENT AGREEMENT

THIS AGENT AGREEMENT (this “Agreement”) is made and entered into on February ____, 2021 (the “Effective Date”), by and between Benworth Capital Partners, LLC, a Florida Corporation (“Lender”) and Oto Analytics, Inc., a Delaware Corporation (“Agent”). Lender and Agent are sometimes referred to herein as the “parties” and individually as a “party”.

RECITALS:

WHEREAS, Lender desires to engage in the origination, marketing, underwriting, and funding of loans, as well as the servicing, management and liquidation of the subsequently resulting loan portfolios, funded and created under the U.S. Small Business Administration (“SBA”) Paycheck Protection Program (the “PPP”);

WHEREAS, Lender has the ability to independently evaluate, process, close, service, liquidate, and litigate commercial loans; and

WHEREAS, Agent is experienced in providing services to lenders that market, underwrite and fund loans under the SBA 7(a) Loan Program, including the PPP;

WHEREAS, Agent has developed a technology platform that facilitates the completion and filing of loan applications under the SBA 7(a) Loan Program, including the PPP;

WHEREAS, Lender and Agent desire to establish an independent contractor relationship whereby, for the mutual benefit of Lender and Agent, Agent provides assistance, services and technology access to Lender in connection with potential loan applicants seeking loans under the PPP;

WHEREAS, Lender and Agent specifically acknowledge that Lender retains ultimate responsibility for all loan decisions, including approvals, underwriting, closings, disbursements, due diligence, and loan servicing actions (including those relating to loan deferments, loan forgiveness, and loan guarantees), as required by the SBA, and Agent will exercise all best efforts to comply with all regulatory requirements of the PPP;

NOW THEREFORE, in consideration of the mutual covenants, promises, and undertakings contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Recitals Incorporated.** The foregoing recitals are hereby incorporated into this Agreement.

2. **Term.** The term of this Agreement shall be one (1) year from the Effective Date (the “Term”), and thereafter shall automatically renew for successive one (1) year terms unless earlier terminated, if Notice of Termination is timely provided, in accordance with Section 14.

3. **Independent Contractor/Agent Relationship.**

(a) Agent’s relationship to Lender shall at all times be that of independent contractor to provide the services described in Section 5 of this Agreement.

(b) Agent will utilize and manage its own employees, contractors and advisors and will independently choose and control the methods and procedures to be used in the performance of Agent's obligations pursuant to the terms and provisions of this Agreement, except as otherwise expressly set forth in this Agreement.

4. **Applicant Fees.** Agent will not charge any fees to any loan applicant for the services provided hereunder or in connection therewith.

5. **Scope of Work.** Agent shall provide Lender with the services described below relating to the packaging and processing of PPP loan applications and PPP loans originated and closed under the terms of this Agreement (the "Included Loans") for the compensation set forth herein, in all cases subject to best efforts of both parties to finalize and mutually agree upon any forms, documents, procedures and processes that are pending, in progress or under review as of the Effective Date.

(a) **Processing Services.** Agent shall provide the following services relating to the packaging and processing of applications for the Included Loans:

- (i) Identifying potential loan applicants;
- (ii) Assisting each loan applicant in responding to questions about its eligibility under the PPP;
- (iii) Providing loan applicants a technology platform that offers the Technology Services (defined below)
- (iv) Coordinating the collection and review of required due diligence documentation under the PPP and any other documentation as required by Lender, including, without limitation, documentation necessary for Lender to comply with applicable KYC/AML/BSA Laws. For purposes of this Agreement, "KYC/AML/BSA Laws" means collectively, (i) the Bank Secrecy Act of 1970, as supplemented by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act, and any rules and regulations promulgated thereunder applicable to Agent; (ii) Office of Foreign Asset Control ("OFAC") rules and regulations regarding the blocking of assets and the prohibition of transactions involving persons or countries designated by OFAC; and (iii) any other AML-related applicable laws relating to customer identification, anti-money laundering or preventing the financing of terrorism, each as amended;
- (v) Communicating with loan applicants regarding loan application process and status, including without limitation SBA rejections, and responding to loan applicant questions in connection therewith;
- (vi) Soliciting from applicants any additional information or corrections that may be required in connection with applications that are rejected by the SBA or that fail the reviews described in subparagraph (iv).
- (vii) Assisting Lender with the preparation and submission to the SBA of any reporting or documentation with respect to the Included Loans, as required by the SBA Regulations; and
- (viii) Provision of periodic reporting in format and frequency acceptable to Lender.

The foregoing services are referred to herein as the “Processing Services.”

(b) Technology Services. Agent shall make available to Lender and loan applicants a technology platform that provides the following services (the “Technology Platform”):

(i) Providing loan applicants a technology platform into which loan applicants can input information necessary to complete its applicable borrower application form for the PPP (SBA Form 2483 or Form 2483-SD, as updated);

(ii) Ensuring the collection of all certifications, documentation and other information necessary to complete the borrower application form and such other forms or documents as the SBA may require in connection with the origination of Loans under the PPP;

(iii) Collecting all necessary information in an .xml file (or some other mutually acceptable format) capable of being transmitted by Lender (or by the Agent utilizing Lender’s shared credentials) through the SBA Paycheck Protection Platform (“E-Tran,” “Forgiveness Platform,” or any other platform established by the SBA), or such other online platform as the SBA may designate for transmitting data to the SBA, in order to obtain an SBA authorization number, other than certain information that must be provided directly by Lender to the SBA, subject to the availability and functionality of such online platform;

(iv) Ensuring the completion of all relevant fields through the SBA Paycheck Protection Platform, or such other online platform as the SBA may designate for transmitting data to the SBA, necessary to submit the applicable Lender Application Form – Paycheck Protection Program Loan Guaranty, as revised (SBA Form 2484 or 2484-SD, as updated); and generating promissory notes and other loan documents based on forms provided by Lender.

(v) Compliance with KYC/AML/BSA Laws;

(vi) Obtaining electronic signatures to Lender’s loan documents;

(vii) Verifying direct deposit account ownership;

(viii) Providing Lender application pipeline reporting and processing reporting.

(ix) In connection with each borrower application, providing a method for Lender to perform a good faith review of the required information on the PPP Lender Application Form, PPP Borrower Application Form and other associated application and closing documents for completeness and compliance with Applicable Law and SBA Regulations. “Applicable Law” means all applicable U.S. federal, state and local laws, statutes, ordinances, regulations and orders applicable to any Party or relating to or affecting any aspect of the PPP (including the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), the Economic Aid Act, the Paycheck Protection Program Flexibility Act of 2020, PPP and SBA Regulations), SBA Regulations, and all requirements of any regulatory authority having jurisdiction over any Party or any activity provided for in this Agreement or any other program document, including all rules and any regulations or policy statements or guidance and any similar pronouncement of a regulatory authority, or judicial or regulatory interpretation of the foregoing, applicable to the acts of Lender, Agent or as they relate to the PPP or any Party’s performance of their obligations under the Agreement, in each case as amended, supplemented or otherwise modified from time to time. “SBA Regulations” means all PPP requirements and SBA guidelines under the CARES Act, the Economic Aid Act, the PPP

Flexibility Act, any rules or guidance that has been issued by SBA implementing the PPP, including SBA regulations published at 86 Fed. Reg. 3692 (Jan. 14, 2021) and 85 Fed. Reg. 20811 (Apr. 15, 2020) and any subsequent Interim Final Rules and other guidance as may have been or may be subsequently issued by SBA or the U.S. Department of the Treasury with respect to the origination, servicing and forgiveness of loans under the PPP and Frequently Asked Questions, or any other applicable SBA loan requirements, including those codified in 13 CFR part 120, in each case as amended, supplemented or modified from time to time.

(x) Submitting on Lender's behalf each borrower application through the SBA Paycheck Protection Platform, or such other online platform as the SBA may designate for transmitting data to the SBA.

(xi) Soliciting from applicants any additional information or corrections that may be required in connection with applications that are rejected by the SBA.

(xii) Allowing for the preparation and submission to the SBA of any reporting or documentation with respect to the Included Loans, as required by the SBA Regulations; and

(xiii) Providing periodic reporting.

The foregoing services are referred to herein as the "Technology Services".

6. Compensation. The Agent Fees and Technology Fees described in this Section 6 will be paid out of the fees actually received by Lender in respect of such Included Loan in its capacity as a "Lender" for such Included Loan under SBA Regulations (as may be amended, the "Lender Fees"). As of the Effective Date, the current maximum Lender Fees under the SBA Regulations are:

- For loans of not more than \$50,000, an amount equal to the lesser of 50% of the loan amount or \$2,500;
- 5% of the loan amount for loans more than \$50,000 but not more than \$350,000; and
- 3% of the loan amount for loans more than \$350,000 and less than \$2,000,000.

(a) Agent Fees. In consideration of Agent's provision of services as an "Agent" (as defined under the SBA Regulations) under this Agreement, including without limitation, the Processing Services. Lender shall pay to Agent the fees set forth in the table below, which are expressed as a percentage of the outstanding balance of the Included Loan at the time of disbursement (such fees, the "Agent Fees"), for each Included Loan processed by Agent and originated by Lender under the PPP; provided, however, that in no event shall Agent be entitled to Agent Fees in excess of the maximum fee allowed to be paid to an "Agent" (as defined under the SBA Regulations) at the time of approval of an Included Loan.

Agent Fees:

- 1.00% for Included Loans not more than \$350,000; and
- 0.50% for Included Loans more than \$350,000 and less than \$2,000,000.

(b) Technology Fees. For the Technology Services provided to Lender by Agent hereunder, Lender shall pay to Agent the fees described in this Section 6(b) ("Technology Fees").

(i) The Technology Fee payable to Agent for each Included Loan processed by Agent and originated by Lender under the PPP (which for purposes of clarity, includes Included Loans funded prior to achieving the Loan Target), shall equal fifty percent (50%) of the Lender Fee.

(ii) The Technology Fee payable to Agent for any Included Loan shall be reduced by any Agent Fee paid to Agent in respect of such Included Loan.

(iii) *Example.* By way of example, if an Included Loan has a principal amount of \$100,000, Lender actually receives the Lender Fee of \$5,000, then the Agent Fees and Technology Fees payable to Agent shall be as follows:

- Lender Fee: \$5,000
- Agent Fee: \$1,000
- Technology Fee: \$1,500 (50% of \$5,000 Lender Fee is \$2,500, less the \$1,000 Agent Fee equals \$1,500)

(c) Forgiveness Fees. For Forgiveness provided to Lender by Agent via the Technology Services, Lender shall pay to Agent fifty dollars (\$50) per Included Loan.

(d) Payment.

(i) Lender will pay to Agent all Agent Fees and Technology Fees, as applicable, for all Included Loans that are (a) processed by the Agent (b) originated and funded by Lender (c) for which Lender actually receives a Lender Fee in a calendar month, no later than the fifteenth (15th) day of the calendar month following the month in which the Lender Fee is paid.

(ii) Agent shall not be entitled to any Agent Fees or Technology Fees in respect of any Included Loan for which Lender does not actually receive a Lender Fee. Further, Agent will be liable to return any Agent Fees and Technology Fees paid in the event the SBA or other governmental agency determines that a Lender Fee on any Included Loan was not applicable and requires Lender to return the Lender Fee.

7. Lender and Agent Obligations.

(a) Each party hereby agrees to perform all work within the scope of this Agreement with due diligence and within reasonable time periods to be mutually agreed upon.

(b) As to each Included Loan, Agent makes the representations and warranties to Lender set forth on Exhibit A as of the date that such Included Loan is funded.

(c) Agent will refer to the SBA Regulations and U.S. Department of the Treasury's regulations and issued guidance for information with respect to underwriting for the PPP and criteria for eligibility for a loan. Agent understands that such information requirements may be amended from time to time by the SBA, and that Agent is responsible for keeping track of, and complying with, all changes made by the SBA. Without diminishing its obligation, the Parties acknowledge and agree that Agent will track and comply with such amendments and changes made by the SBA as soon as reasonably practicable given Agent's need to understand and implement amended and new requirements and guidance.

(d) Each party shall conduct its respective business and perform all of its activities and obligations contemplated under this Agreement in material compliance with all Applicable Laws, including

without limitation the SBA Regulations. Agent shall ensure that all applications for Included Loans have been, and will be, gathered and processed in conformance with all applicable SBA Regulations, guidelines and applicable laws.

(e) Agent will at all times during the Term maintain and implement with respect to each Included Loan and application therefor policies and procedures specifically designed to assist with Lender's compliance with applicable KYC/AML/BSA Laws, which policies and procedures are consistent with generally accepted standards within Lender's industry for ensuring such compliance. Agent agrees to provide employees training as required to support Lender in identifying suspicious and fraudulent activity of the applicable client. In addition, Agent shall maintain and implement fraud prevention and detection controls that are appropriate for the services provided under this Agreement in order to address all identified fraud risks. When suspicious, fraudulent or identity theft activity is identified, Agent will report to Lender such activity and provide all documentation reasonably required by Lender regarding the activity. Such KYC/AML/BSA and fraud prevention and detection policies, procedures, and controls (collectively, the "Agent Policies") shall be provided to Lender for Lender's review and shall be compatible with Lender's system for compliance with KYC/AML/BSA Laws. During the term of this Agreement, Agent will provide written copies of any changes to the Agent Policies to Lender, and any such changes will meet the standards set forth in this section.

(f) Agent shall maintain and implement fraud prevention and detection controls that are appropriate for the services provided under this Agreement and in connection with the origination of each Included Loan, which controls shall be designed to address all identified fraud risks, including, without limitation, fraud by the related borrower(s) or by Agent's personnel, and, by submitting an Included Loan to Lender for funding, Agent represents that Agent has not identified suspicious, fraudulent or identity theft activity related to the Included Loan.

(g) Each party shall prepare and maintain disaster recovery, business resumption and contingency plans that comply with applicable law and that are appropriate for the nature and scope of its obligations under this Agreement, which plans shall be sufficient to enable the other party to promptly resume the performance of its obligations hereunder in the event of a natural disaster, destruction of such party's facilities or operations, utility or communication failures or similar interruption in the operations of such party or the operations of a third party which in turn materially affect the operations of such party. Each party shall make available to the other party copies of all such disaster recovery, business resumption and contingency plans and shall promptly provide to the other party copies of any changes thereto. Each party agrees to cooperate with one another on any disaster recovery, business resumption and contingency plans involving its obligations under this Agreement, and in connection therewith, each such party shall periodically test such disaster recovery, business resumption and contingency plans as may be appropriate and prudent in light of the nature and scope of the activities and operations of such party and its obligations hereunder and shall promptly provide the other party with results of any such tests.

(h) Upon discovery (or receipt of notice from Lender or any assignee) of a material breach of any of the representations, warranties, obligations or covenants made by Agent in this Agreement with respect to any Included Loan, including without limitation the representations and warranties set forth on Exhibit A, the party discovering such breach shall give prompt written notice to the other. To the extent such breach is capable of correction or cure, Agent shall have a period of sixty (60) days from the earlier of its discovery or its receipt of notice of any such breach within which to correct or cure any such breach.

8. Reporting and Funding Procedures.

(a) Agent shall provide, or shall ensure that the Technology Platform provides, the reports described in Section 5.

(b) In the event that a subpoena, law enforcement inquiry or other legal process is served upon the Lender requesting the production of records/documentation related to the Included Loans and/or to the services provided pursuant to this Agreement, Agent will cooperate with Lender and promptly provide all applicable records/documentation requested by Lender, within two (2) business days of Lender's request if practicable, but in no event later than required to permit Lender to timely respond to the subpoena.

(c) Agent will make all loan documents, data and other information related to borrowers, as such information relates to an Included Loan, and Included Loans available to Lender for Lender's business purposes, including, without limitation, for customer relationship management and will provide copies of the same to Lender upon request.

(d) Upon request from Lender Agent will delete any and all data related to Included Loans, other than (i) data required to be kept by Agent to comply with applicable laws, and (ii) general information that is unrelated to Included Loans or Lender regarding borrowers that are otherwise customers of Agent.

(e) Agent via the Technology Platform will deliver all regulatory required notices on behalf of Lender for loan applications that are denied using a form of adverse action notice approved by Lender.

9. **Insurance.** Agent agrees to comply with the insurance requirements as set forth in Exhibit B attached hereto.

10. **Information Security and Remittance.** Agent agrees to comply with information security and remittance requirements as set forth in Exhibit C attached hereto.

11. **Compliance Management.** Agent shall maintain, at all times during the term of the Included Loans subject to this Agreement, a compliance program to track customer complaints and will monitor and record servicing related telephone calls from borrowers. The compliance program shall conform to the procedures set forth in Exhibit D.

12. **Use of Subcontractors.** Lender acknowledges that Agent may, at its own cost, use one or more Subcontractors to assist or facilitate the Agent's provision of Processing Services or Technology Services; provided, that the use of a Subcontractor shall not relieve Agent of any of its obligations hereunder. Agent shall remain responsible for all acts or omissions of its Subcontractors to the same extent as if such acts or omissions were taken or omitted by Agent directly. In addition, Agent's use of subcontractors in connection with Agent's provision of Processing Services or Technology Services is conditioned upon the following: any such arrangements with a subcontractor shall be consistent with Agent's obligations contemplated hereunder. All actions of each subcontractor shall be performed as agent of the Agent with the same force and effect as if performed directly by the Agent.

13. **Indemnification.**

(a) **Mutual Indemnification.** Subject to the terms and conditions set forth in Sections 13(b) and (c), each party (as "Indemnifying Party") shall indemnify, hold harmless, and defend the other party and its managers, officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including

professional fees and reasonable attorneys' fees, that are incurred by Indemnified Party/awarded against Indemnified Party (collectively, "Losses"), arising out of any third-party claim alleging:

(i) material breach or non-fulfillment of any material representation, warranty, obligation, or covenant set forth in this Agreement by Indemnifying Party;

(ii) any grossly negligent or more culpable act or omission of Indemnifying Party (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or

(iii) any failure by Indemnifying Party to materially comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement, including, but not limited to SBA Regulations and the requirements applicable to the Paycheck Protection Program.

(b) Exceptions and Limitations on Indemnification. Notwithstanding anything to the contrary in this Agreement, Indemnifying Party is not obligated to indemnify, hold harmless, or defend Indemnified Party against any claim (whether direct or indirect) if such claim or corresponding Losses arise out of or result from Indemnified Party's:

(i) gross negligence or more culpable act or omission (including recklessness or willful misconduct);

(ii) bad faith failure to materially comply with any of its material obligations set forth in this Agreement; or

(iii) use of the SBA Paycheck Protection Platform in any manner not otherwise authorized under this Agreement or that does not materially conform with the usage guidelines provided by the SBA.

(c) **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS OF ANY KIND, IN CONNECTION WITH THE TERMS OR THE BREACH OF THE TERMS OR SUBJECT MATTER OF THIS AGREEMENT, WHETHER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR OTHER THEORY).

(d) For purposes of this Section 13, references to Agent or Lender shall include the employees, agents and representatives of such party.

(e) The terms and provisions of this Section 13 shall survive the expiration or earlier termination of this Agreement.

14. Termination.

(a) Notwithstanding Section 2 above, either party may terminate this Agreement at its option by providing no less than thirty (30) days' written notice ("Notice of Termination") to the other party. Either party may also terminate this Agreement immediately upon delivery of a Notice of Termination if the other party is in material breach of any warranty, representation, covenant or obligation under this Agreement and is not able to cure such breach within seven (7) calendar days.

(b) Upon Lender's receipt of Notice of Termination, Lender may request from Agent, and Agent shall reasonably provide to Lender, a plan for transmitting to Lender electronic copies of loan files in its possession that relate to the Included Loans, to the extent not otherwise in the possession of Lender. Agent will not unreasonably withhold its cooperation in such selection and transmission. Both parties shall agree upon a data format and method of transmission. Agent shall reasonably provide such requested information to Lender no later than thirty (30) days following the termination of this Agreement.

(c) Notwithstanding the termination of this Agreement under this Section 14, the Agent's obligations under Sections 5 (with the exception of any continuing obligations to provide applications after the date of termination), 7, 10 and 11 shall survive for all Included Loans for the life of such Included Loans, and the Agent shall continue to perform the services set forth in said Sections 5, 7, 10 and 11 for all PPP Loan Program applications for which receipt of a confirmation and a loan number from the SBA has been received as of the effective date of termination.

15. Transition; Payment of Fees Upon Expiration or Termination.

(a) In the event that any loan application for which Agent is responsible hereunder shall remain unfinished but for which a loan number has been issued by the SBA in respect of the loan application on the date of expiration or earlier termination of this Agreement, the parties may mutual agree upon one of the following remedies: (i) Lender may complete the loan application process itself, (ii) Lender may contract with another party (the "Replacement") to complete the application process, or (iii) Lender may request Agent to complete the loan application process with an alternative lender. If Lender elects to complete the loan application process itself or contracts with the Replacement to complete the application process, Agent shall provide to Lender or, at Lender's direction, the Replacement, as promptly as is reasonably possible, all applicant and/or loan file material in its possession that is not otherwise in the possession of Lender.

(b) Agent shall be entitled to all fees accrued for all services provided in connection with Included Loans pursuant to the terms and provisions of Section 5 above, including services provided after termination of this Agreement pursuant to Lender's request.

(c) This Section 15 shall survive the termination of this Agreement.

16. Maintenance of Confidential Information.

(a) The protection of confidential customer information is required at all times and Lender and Agent shall at all times comply with relevant state and federal regulations regarding disclosure of confidential information, including if applicable the Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801-6809) and the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.).

(b) Agent acknowledges that it will have access to confidential business information of Lender, including information relating to the Included Loans (the "Confidential Lender Information"). Agent agrees that the Confidential Lender Information shall be maintained in strictest confidence and shall not be disclosed to any third parties except as may be required by applicable state or federal law or necessary for the performance of Agent's obligations under this Agreement. During the Term and following the expiration or earlier termination of this Agreement, Agent shall not disclose or use to its own advantage, or to the advantage of any other person or entity, any such Confidential Lender Information which Agent obtained as a result of either party's performance of its obligations under this Agreement. For purposes of this Agreement, "Confidential Lender Information" shall not include information that (i) is in Agent's possession prior to its being provided by Lender or is provided directly to Agent by a borrower or loan

applicant, (ii) includes loan approval status, loan amounts, or loan forgiveness information, (iii) is or becomes publicly available (other than through a breach of this Agreement by Agent), (iv) is independently developed by Agent without use of the Confidential Lender Information or (v) becomes available to Agent on a non-confidential basis, provided that the source of such information was not known by Agent to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information.

(c) Lender acknowledges that it will have access to confidential business information of Agent, including information relating to Agent's existing customers and proprietary systems (the "Confidential Agent Information"). Lender agrees that the Confidential Agent Information shall be maintained in strictest confidence and shall not be disclosed to any third parties except as may be required by applicable state or federal law. During the Term and following the expiration or earlier termination of this Agreement, Lender hereby agrees not to disclose or use to its own advantage, or to the advantage of any other person or entity, any such Confidential Agent Information obtained as a result of either party's performance of its obligations under this Agreement. For purposes of this Agreement, "Confidential Agent Information" shall not include information that (i) is in Lender's possession prior to its being provided by Agent, (ii) is or becomes publicly available (other than through a breach of this Agreement by Lender), (iii) is independently developed by Lender without use of the Confidential Agent Information or (iv) becomes available to Lender on a non-confidential basis, provided that the source of such information was not known by Lender to be bound by a confidentiality agreement or other legal or contractual obligation of confidentiality with respect to such information.

(d) For the avoidance of doubt, nothing in this Section 16 shall prohibit Lender from contacting (or marketing to or working with) applicants and borrowers that participate under the PPP with respect to any financial services and products, either during the Term of this Agreement or after the Agreement has expired or been terminated in accordance with its terms.

(e) The provisions of this Section 16 shall survive the expiration or earlier termination of this Agreement and shall be enforceable by either party hereto. In the event of a breach or threatened breach by Agent or Lender of the provisions of this Section 16 or any portion thereof, the other party shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity whether or not other remedies, indemnity or reimbursements are herein provided.

17. Amendments. This Agreement may be amended only by a written instrument executed by both parties hereto.

18. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of California, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction (the "Governing Law"). Notwithstanding the foregoing or any provision of this Agreement to the contrary, this Agreement is subject to all Applicable Laws, including SBA Regulations. In the event of any conflict between the Governing Law and the SBA Regulations, the SBA Regulations shall control. In the event that this Agreement conflicts with any other contract or agreement between the parties, now or in the future, this Agreement shall control with respect to any Included Loan unless the other contract or agreement specifically states that it supersedes this Agreement.

19. Jurisdiction. Each party hereto irrevocably submits to the nonexclusive jurisdiction of the state courts of California for the purposes of any suit, action or other proceeding arising out of this Agreement. Each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in California and hereby irrevocably and

unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in such court has been brought in an inconvenient forum.

20. Waivers. Except as otherwise expressly provided herein, no purported waiver by any party of any breach by the other party of any of its obligations, agreements or covenants hereunder, or any part thereof, shall be effective unless made in a writing subscribed by the party or parties sought to be bound thereby, and no failure to pursue or elect any remedy with respect to any default under or breach of any provision of this Agreement, or any part thereof, shall be deemed to be a waiver of any other subsequent similar or different default or breach, or any election of remedies available in connection therewith, nor shall the acceptance or receipt by any party of any money or other consideration due him or it under this Agreement, with or without knowledge of any breach hereunder, constitute a waiver of any provision of this Agreement with respect to such or any other breach.

21. Survival. The obligations of the parties under Sections 6(d)(iii), 6(d)(iv), 6(d)(v), 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 21, 26 and 31 shall survive the expiration or earlier termination of this Agreement.

22. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, Lender and Agent and their respective successors and assigns. Notwithstanding the foregoing, neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other party. Any assignment or delegation in violation of this section shall be void.

23. Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, for any reason and to any extent, be determined by a court of applicable jurisdiction to be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

24. Exhibits. The Exhibits to this Agreement are an integral part of this Agreement and are incorporated herein by this reference. All references to "this Agreement" shall be deemed to include the Exhibits.

25. SBA Compliance. Lender and Agent agree as follows:

(a) This Agreement is in compliance with 13 C.F.R. 103.2, 103.5 and 13 C.F.R. 120 et seq., as well as the SBA Regulations, including all PPP requirements.

(b) Except as expressly provided in Section 5 of this Agreement, all compensation to Agent shall be paid directly by Lender and not by, or passed on by Lender to, borrowers or loan applicants. Such compensation is for services actually performed, as specifically set forth in this Agreement for each type of service, and Lender and Agent are prohibited from charging any borrower or applicant for the same services. The billing for loan packaging or for other loan processing services shall identify the borrower and/or loan applicant by name.

(c) Agent and Lender shall not engage in the sharing of any secondary market premium.

(d) Agent will not assume any portion of the risk of any loan as applicable to this Agreement.

(e) Other than the contractual relationship created by this Agreement, there is no prior or existing relationship between Agent and Lender.

(f) There is no apparent conflict of interest or self-dealing regarding this Agreement.

(g) Neither borrowers nor applicants with respect to loans made under this Agreement shall be required to purchase any service from Agent or Lender at any time at any time. Lender shall inform each borrower or applicant in writing that such borrower or applicant has no obligation to employ any third party, including Agent or Lender, to assist with its loan application.

26. Notices. Unless otherwise provided herein, any approval, consent, certification, waiver, notice or other communication required or permitted to be given hereunder (hereinafter collectively refer as a "Notice") shall be given or made in writing, and shall be deemed to have been duly given or made: if by hand, facsimile, or electronic mail, immediately upon receipt (provided that delivery shall be made on a business day prior to 5:00 p.m. local time of the recipient; otherwise, delivery shall be deemed to have occurred on the following business day); if by Federal Express, Express Mail or any other guaranteed overnight delivery service, one (1) business day after delivery to such overnight delivery service provider; and if mailed by certified mail, return receipt requested, three (3) days after mailing. The notices shall be addressed to the parties as follows:

If to Lender:

Attn: Benworth Capital Partners

[REDACTED]
[REDACTED]@benworthcapital.com

If to Agent:

Oto Analytics

[REDACTED]
e: [REDACTED]@womply.com

Either party may change its address for notice by notice given in the manner set forth in this Section 26.

27. Counterparts. This Agreement may be signed in counterparts with each counterpart being deemed an original of the document. All of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

28. Entire Agreement. The foregoing constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, oral or otherwise, among the parties hereto with respect to the matters contained herein. This Agreement has been drafted through a joint effort of the parties hereto and shall not be construed for or against Lender or Agent; instead, this Agreement shall be interpreted in accordance with the general tenor of the language hereof in an effort to reach the intended result.

29. Conflict. In the event that this Agreement conflicts with any other contract or agreement between the parties now or in the future, this Agreement will control with respect to the Included Loans.

30. Headings. Section headings included in this Agreement are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Agreement.

31. **Lender Review of Agent Books and Records.** Lender and its primary regulator may review, during normal business hours, all books and records related to Lender's clients maintained on the premises of Agent that are subject to regulatory supervision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above with the intent to be legally bound hereby.

Lender:

By: _____

Name: _____

Title: _____

Agent:

OTO ANALYTICS, INC.

By: _____

Name: Cory Capoccia

Title: President

Exhibit A

REPRESENTATIONS AND WARRANTIES REGARDING INCLUDED LOANS

As to each Included Loan, Agent makes the following representations and warranties to Lender as of the date each such Included Loan is funded:

(a) Such Included Loan is an Eligible Loan. For purposes of this Exhibit A, “**Eligible Loan**” means an Included Loan that satisfied each of the following criteria as of the related Purchase Date, as applicable, for such Included Loan:

(i) such Included Loan represents a legal, valid and binding obligation of the related borrower, enforceable against such borrower, in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors’ rights generally or by equitable principles relating to enforceability;

(ii) the applicant for the Included Loan is an eligible applicant for the Included Loan, because the applicant, the loan (including, without limitation, the principal amount thereof) and the documentation and certifications submitted in connection therewith meet the criteria established by the SBA and set forth in the SBA Regulations, and as may be amended from time to time by the SBA;

(iii) if funded in accordance with the applicable loan application, such Included Loan will be originated and underwritten in compliance with Applicable Law and SBA Regulations;

(iv) such Included Loan was originated using a form of the Loan Agreement provided to the Lender;

(v) the Loan Application for such Included Loan is accurate and complete (provided that Agent may rely on information provided by the borrower to the extent permitted under SBA Regulations);

(vi) such Included Loan is not a Cancelled Loan;

(vii) the principal amount of the Included Loan as of the Purchase Date is an amount Agent has determined, in reliance on borrower representations, would be eligible for a 100 percent guarantee by the SBA and (subject to compliance by the related borrower with any requirements applicable to such borrower) for forgiveness under SBA Regulations; and

(viii) the amount of such Included Loan is less than \$2,000,000.

(b) Such Included Loan, and the process by which the application for such Included Loan was obtained, complies in all material respects with the Paycheck Protection Program and SBA Regulations.

(c) Agent has accurately disclosed to Lender the total amount to be disbursed under the Included Loan and no amount has been disbursed under the Included Loan.

(d) Agent has established, maintains and, with respect to each Included Loan, has properly implemented, policies and procedures reasonably designed to assist Lender with Lender's ongoing compliance with applicable KYC/AML/BSA laws, which policies and procedures are consistent with generally accepted standards within the industry for ensuring such compliance.

(e) Agent has, with respect to each Included Loan, properly implemented fraud prevention and detection controls that are appropriate for the services provided under this Agreement in order to address all identified fraud risks.

(f) Agent will not be held liable for any Borrowers' failure to comply with the criteria and requirements of the SBA Regulations. Agent will not be held liable for any damages stemming from the Agent's reliance on any information provided by a Borrower.

Exhibit B

INSURANCE PROVISIONS

Prior to commencing the Services and for the duration of the term of the Agreement, Agent shall maintain without interruption and at its own expense the following types and minimum amount of insurance:

(a) Commercial General Liability insurance with a One Million Dollars (\$1,000,000) per occurrence limit and an aggregate of not less than Two Million Dollars (\$2,000,000) and such insurance shall (i) be written on a per occurrence basis, and (ii) be endorsed to cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract;

(b) Workers' Compensation insurance for employees of Agent at the applicable statutory limit and including Employers' Liability in an amount of not less than Five Hundred Thousand Dollars (\$500,000);

(c) "Umbrella"/Excess Liability insurance in a limit of not less than Four Million Dollars (\$4,000,000) to cover claims in excess of the coverage limits for Commercial General Liability, Employers' Liability as required herein;

(d) Professional Liability insurance which shall describe as professional services covered thereunder all Services furnished by Agent to Lender under this Agreement and which shall provide coverage in a limit of not less than Five Million Dollars (\$5,000,000); and

(e) Commercial Crime insurance in a limit of not less than Five Million Dollars (\$5,000,000);

(f) Privacy Liability (aka Cyber Security) insurance to provide coverage in the event that Lender suffers a loss as a result of a disclosure of Confidential Information in breach of the terms of this Agreement, with such insurance in a limit of not less than Five Million Dollars (\$5,000,000). Coverage to include both 3rd party liability coverage along with a Two Million Dollar (\$2,000,000) limit applicable to coverage for data breach management expenses and customer notifications.

Lender shall be named as an Additional Insured under the Commercial General Liability and Umbrella Liability Policies required above and such Additional Insured coverage shall be provided on a primary and non-contributory basis and shall not require Lender's policies to contribute toward the payment of any loss. Agent will maintain insurance coverage set forth during the term of this Agreement and for at least twelve (12) months after termination of the Agreement. If applicable, Agent shall require any permitted subcontractor(s) to maintain without interruption and at their own expense insurance as may be reasonably necessary and consistent with prudent business practices throughout the term of this Agreement.

Prior to commencing the Services but in no event later than ten (10) business days from the date Agent executes the Agreement, Agent shall deliver to Lender certificates of insurance, or other proof of coverage satisfactory to Lender, evidencing compliance with the terms hereof. At all times following the Effective Date of this Agreement, Agent shall promptly provide to Lender current certificate(s) from its insurers indicating the amount of insurance coverage in force, the nature of such coverage and the expiration date of each applicable policy. Certificates are to be delivered to Lender at the address set forth above.

Unless otherwise required by Lender in writing, all policies of insurance shall be underwritten through insurance companies at all times authorized to do business in the various states where the Services are rendered and at all times maintain a minimum A.M. Best rating of A-, Class VIII.

The insurance coverage to be maintained by Agent shall cover Agent's activities undertaken in connection with the Agreement. If Agent's duties and obligations under the Agreement should change during the term of this Agreement or contemplate activity outside the United States, Agent shall deliver proof of the geographical scope of the insurance coverage upon Lender's request.

Nothing in this insurance section will be construed as limiting Agent's liability to Lender or any third party.

Exhibit C

INFORMATION SECURITY; AUDIT

1. SECURITY.

(a) Security Breach. Each party acknowledges the confidential and proprietary nature of the Confidential Lender Information and shall notify the other party in writing of any breach of security relating to any of Confidential Lender Information (a "Security Incident") within 48 hours of becoming aware of such Security Incident. Notification provided by a party shall include, if known: (i) the general circumstances and extent of any unauthorized access to Confidential Lender Information or intrusion into the computer systems or facilities on or in which Confidential Lender Information is maintained; (ii) which, if any, categories of Confidential Lender Information were involved; (iii) the identities of all individuals whose Confidential Lender Information was affected; and (iv) steps taken to secure the data and preserve information for any necessary investigation. The parties shall not unreasonably delay any notification about a Security Incident for any reason, including investigation purposes. Each party shall, at its own expense, employ commercially reasonable measures to prevent, detect and respond to attempted and successful Security Incidents. In the event that Confidential Lender Information is affected by a Security Incident, the affected party shall provide written communication as to the status and impact of the breach on a regular basis and shall make available to the other any relevant reports from its third-party incident response partners.

(b) Additional Procedures in the Event of a Security Incident. Agent shall also, at its own expense, cooperate with Lender in responding to the Security Incident, notifying Borrowers or other affected individuals as required by law, and seeking injunctive or other equitable relief against any such person or persons who have violated or attempted to violate the security of Confidential Lender Information. In the event that applicable law requires that Borrowers or other affected persons be notified of a Security Incident, and applicable law does not establish whether such notice must come from Lender or Agent, Lender shall have the discretion of determining whether such notice shall come from Lender or Agent. In any event, the content, timing, and other details of such notice shall be made available to Lender.

(c) Information Security. Agent agrees to implement and maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of all Confidential Lender Information. Without in any way limiting the provisions of Section 1(A) or 1(B) of this Exhibit C, Agent (a) will maintain Lender's application and loan-related data in the United States; (b) will deliver all relevant details with regard to any breach of security or unauthorized access affecting Confidential Lender Information, including any findings from Agent's internal investigation and additional information upon Lender's request, (c) agrees not to notify any Borrower on behalf of Lender unless Lender specifically requests in writing that Agent do so, and (d) shall cooperate with Lender to formulate a future incident mitigation plan.

Under no circumstances will Confidential Lender Information (whether stored electronically or in hard copy format) be directly or indirectly transmitted to or accessed from any location that is not subject to the laws and jurisdiction of the United States of America without the prior written consent of Lender. Neither Agent nor any personnel or agent of Agent shall directly or indirectly access Confidential Lender Information or Lender's software, networks, systems or data from any location that is not subject to the laws and jurisdiction of the United States of America without the prior written consent of Lender. In the event that Agent permits any of its personnel or agents to store or access Confidential Lender Information on a portable device, such Confidential Lender Information must be encrypted in a reasonable manner.

2. SELF-AUDIT.

Agent shall maintain internal control policies and procedures to ensure its compliance with this Agreement and all applicable laws.

3. AUDIT BY LENDER.

Notwithstanding Section 2 of this Exhibit, Agent shall cooperate and participate, at the reasonable request of Lender, from time to time and during normal business hours, in an audit of Agent by Lender or an external auditor (subject to such auditor being subject to a confidentiality arrangement with Lender containing confidentiality restrictions substantially similar to those set forth in Section 16) acceptable to, and paid for by, Lender for the purpose of, without limitation, the following: 1.) examination of Agent's policies and procedures which may be relevant to the performance or observance by the Agent of the terms, covenants or conditions of this Agreement, 2.) an examination and audit of PPP borrower application and documentation including eligibility certifications, 3.) an examination and audit of Agent's Know Your Customer policies and procedures applied to PPP loans, 4.) a review of Agent's critical vendors, and 5.) examination and audit of Agent's information security program to ensure that its compliance management system and information security program complies with applicable law.

When made available to Agent from time to time (but no less than annually, to the extent available), Agent shall provide to Lender a copy of Agent's: (i) most recent external independent audit reports such as a SOC2 or other similar audit of Agent's operations; (ii) summary findings of third-party audits of Agent's Information Security Program, disaster recovery/business continuity plan, and/or computer and related systems with which it performs the Services; (iii) compliance training materials for any Agent employees that have direct contact with borrowers in relation to the services provided under the Agreement; and (iv) most recent audited financial statements (or, if audited financial statements are not regularly prepared, a balance sheet as of Agent's most recent fiscal year end and income statement covering the year ending on such date, reviewed by Agent's accountant, no less than annually), and any other quarterly financial statements or annual reports regarding the financial condition or results of operations of Agent that it prepares for any other purpose and that Lender shall reasonably request.

4. REMITTANCE REPORTS.

Upon request from Lender, Agent shall deliver to Lender through secure file-transfer protocol (FTP) a remittance report concerning the Included Loans, which report will include each of the data elements included in the Excel file shared with Agent as of the Effective Date. The remittance report shall be in plain text format using either comma-separated values or tab-separated values, as Lender and Agent may agree. Agent agrees to designate an employee of Agent who will be available during Agent's normal business hours and knowledgeable regarding the remittance report for the purpose of assisting Lender with any troubleshooting or questions regarding the remittance report.

Exhibit D

COMPLIANCE PROGRAM

1. Definitions. For purposes of this exhibit, the following terms shall have the meaning described herein:

(a) “Complaint” means a verbal, written, or electronic expression of dissatisfaction made to Agent’s customer service team by a customer or authorized designee of a customer regarding any aspect of business, including expressions of dissatisfaction regarding the third-party Agent.

(b) “Complaint Log” means a log which is prepared monthly by Agent for each calendar month listing all Complaints received by the Agent during the prior calendar month and the disposition of prior Complaints during the prior calendar month. The log should contain, without limitation, complaint details such as date received, the channel of receipt (telephone, email, specific agency such as BBB, Attorney, etc), description of complaints, date resolved and summary of resolution.

(c) “Complaint Reporting” means, to the extent not already provided, Agent shall provide to Lender a summary report of borrower complaints and complaints from regulators or governmental authorities that Lender receives related to the Included Loans. Such report shall include the nature of the complaint and Agent’s or its subservicer’s response, as applicable, to such complaint. Escalated Complaints where the Lender is not named shall be reported to the Lender within five (5) business days of Agent being notified of such complaint. Agent’s response or reply to any Escalated Complaint where the Lender is not named shall be reported to the Lender within five (5) business days after such response has been provided.

(d) “Escalated Complaints” means (i) complaints filed by, or forwarded from, any federal or state regulator; (ii) complaints filed with any government official – federal, state or local; (iii) complaints with specific allegations of discriminatory practices; (iii) complaints with specific allegations of fraudulent practices, in each case, with respect to Loan servicing; or (iv) complaints alleging violations of consumer compliance laws or regulations.

2. Compliance Program. Agent shall maintain, at all times during the term of the Loans subject to this Agreement, the following systems and procedures:

3. Tracking Complaints. Agent shall track Complaints related to Agent’s performance under this Agreement as to the Included Loans. These tracking requirements shall apply to all Complaints and shall include a description of the nature of the Complaint and Agent’s response thereto. Agent shall provide Lender with a copy of the Complaint Log for each calendar month on or before the tenth (10th) day of the following calendar month. Agent shall report Escalated Complaints to the Lender within five (5) business days of Agent being notified of such Escalated Complaint. If Lender is named in the Escalated Complaint, Agent shall notify Lender promptly but no later than 2 business days after receiving such Escalated Complaint and Agent will identify in the Complaint Log which Escalated Complaints specifically name Lender. Agent shall maintain an internal procedure to ensure that all Complaints are tracked and responded to appropriately and shall provide Lender with evidence thereof upon request. In the absence of complaints and a complaint log, Agent shall inform the bank on or before the tenth (10th) day of the following calendar month that there were no complaints received within the previous month.

4. **Agent Complaint Responses.** The final written response to any Complaints shall be maintained in such a manner that any Included Loan relating to such Complaints can be promptly identified by Agent. With respect to each Escalated Complaint in which Lender is named, Agent shall forward each proposed response to Lender for review prior to sending the response to the person that made the Escalated Complaint. Lender shall have three (3) Business Days from receipt of Agent's proposed response to mutually agree upon each such proposed response with Agent. If Lender and Agent cannot mutually agree upon a response within three (3) Business Days, then Agent may send the response to such Complaint in such form, and when, it deems necessary or appropriate. The final written response to any Complaints shall be maintained in such a manner that any loan relating to such Complaints can be promptly identified by Agent. Without limiting any other obligations of Agent to provide responses to Complaints as provided herein, upon Lender's request, Agent shall provide Lender with electronic copies of all final written responses to Complaints.

5. **Recording and Monitoring Servicing Related Calls.** For servicing-related telephone calls with borrowers that are customers of Lender regarding the Included Loans, Agent shall:

(a) Permit Lender, upon request, to listen to a sampling of such recorded telephone calls; and

(b) Allow Lender, or its authorized agent, access to Agent's call center, with proper advance notice and during normal business hours, and while on site, permit Lender, or its authorized agent, to monitor phone calls involving borrowers that are customers of Lender.

6. **Training.** Agent warrants that all personnel, subcontractors and agents shall have sufficient skill and experience to perform the work assigned to them. Agent further warrants that it, its personnel, subcontractors and agents will receive adequate training, regarding the requirements of the laws, regulations and policies as they may relate to the work provided under this Agreement.

7. **Changes.** If, after the date hereof, the introduction and effectiveness of any applicable law, rule or regulation, or any change in any applicable law, rule or regulation, or in the interpretation or administration thereof by any governmental authority charged with the interpretation or administration thereof, (whether or not having the force of law), Lender shall forthwith give notice thereof to Agent, whereupon Agent shall implement changes as required within 30 days.

8. **Violations.** If any negative results or issues arise during an audit, including but not limited to a violation of a compliance related responsibility, Agent shall prepare and execute a remediation plan at its sole expense and in such time frame as mutually agreed upon by Lender and Agent. In addition, Lender's auditors may create electronic or physical copies of records in connection with any audit.



Womply Developer Order Form

Client:	Benworth Capital Partners, LLC
Effective Date:	April 14 th , 2021
API Access End Date:	The earlier of twelve (12) months from Effective Date or when this Order or the Agreement is terminated.

API Package	Payments
Tax Documents Business Fraud Analytics Bank Data Identity Account Verification PPP Portfolio Management System	\$250 per funded PPP loan sourced through the Services (the " API Fee ") plus the Technology Fee set forth in Section 2 below.

This Amended and Restated Womply Developer Order Form agreement ("**Agreement**") is entered into as of the Effective Date and is between Oto Analytics, Inc. d/b/a Womply ("**Womply**") and the Client listed above. This Agreement includes and incorporates (i) the above Order Form, (ii) any Order Forms subsequently entered into by the parties, (iii) the Womply Master Developer Agreement located at <http://www.womply.com/mda> (the "**MDA**"), and (iv) the Additional Terms and Conditions set forth below. Unless set forth otherwise, undefined capitalized terms are defined in the MDA or Amended and Restated PPP Loan Referral Agreement between the Parties (the "**Referral Agreement**"). To the extent there is a conflict between the Order Form Terms and the MDA or the Referral Agreement, the Order Form Terms shall take precedence. This Agreement supersedes all prior communications and writings and constitutes the entire agreement between the parties with respect to the Services, including without limitation the Womply Developer Order Form agreement between the parties dated February 25th, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Womply:

By: 
Name: Cory Capoccia
Title: President

Client:

By: 
Name: 
Title: President



Additional Terms and Conditions

1. Disclaimers.

1.1. WOMPLY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT, AND HEREBY DISCLAIMS ALL RESPONSIBILITY FOR, THE ACCURACY, LAWFULNESS, OR COMPLETENESS OF ANY INFORMATION ACCOMPANYING A REFERRAL (I.E., OUTPUT MADE AVAILABLE VIA THE SERVICES). FOR THE AVOIDANCE OF DOUBT, WOMPLY DOES NOT ENDORSE ANY REFERRAL. CLIENT ASSUMES SOLE RESPONSIBILITY REGARDING WHETHER OR NOT ANY REFERRAL SHOULD BE SENT TO THE SBA FOR REVIEW.

1.2. The Services includes integrations with and/or links to certain third-party service providers (including, without limitation, Plaid, Docusign, LexisNexis, Teslar, Inscribe, Oculous, AWS Mechanical Turk, Mindee, Persona, Twilio, Sendgrid, etc.) ("**Third-Party Providers**"). WOMPLY HAS NO CONTROL OVER AND ASSUMES NO RESPONSIBILITY FOR THE ACTIONS, ERRORS, OR OMISSIONS OF THE THIRD PARTY PROVIDERS.

1.3. Womply is not a lender or lender service provider as defined by the SBA.

2. Technology Fee.

2.1. Client shall pay Womply the technology fees described below for each loan originated by Client under the PPP resulting from a Referral (which for purposes of clarity, the max percentage applies to Referred Loans funded prior to achieving the Referred Loan Volume) ("**Referred Loan**"):

2.1.1. The percentage owed for any Referred Loan will be determined based on the Referred Loan Tier for that specific loan ("**Technology Fees**").

2.1.2. In the case where the Lender Processing Fee for a given Referred Loan is two-hundred and fifty dollars (\$250) or less:

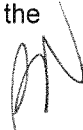
2.1.2.1. There will be no Technology Fee due from the Client to Womply. (For avoidance of doubt, the API Fee set forth above will be owed regardless of the Lender Processing Fee.)

2.1.2.2. Such Referred Loans will be disregarded when calculating the Referred Loan Tiers.

2.1.3. Referred Loans will be assigned to a Referred Loan Tier based on the date each loan is approved by the SBA.

Tier	Referred Loan Tiers	Technology Fee Percentage
1	1 through 30,000 Referred Loans	50% of the Lender Processing Fee for each Referred Loan
2	30,001 through 45,000 Referred Loans	60% of the Lender Processing Fee for each Referred Loan
3	45,001 through 60,000 Referred Loans	70% of the Lender Processing Fee for each Referred Loan
4	60,001 through 300,000 Referred Loans	80% of the Lender Processing Fee for each Referred Loan
5	Greater than 300,000 Referred Loans	70% of the Lender Processing Fee for each Referred Loan

2.2. The Technology Fee payable to Womply for any Referred Loan shall be reduced by any Referral Fee paid to Womply for the same Referred Loan. By way of example, if a Referred Loan from Tier 1 above has a principal amount of \$50,000 and if Client receives a Lender Processing Fee of \$2,500, then the Technology Fees payable to Womply shall be calculated as follows:





Tier 1 Technology Fee = (Tier 1 Technology Fee Percentage X Lender Processing Fee) minus Referral Fee (as determined by the Referral Agreement):

$$\text{\$750} = (50\% \times \text{\$2,500}) - \text{\$500}$$

2.3. Within fifteen (15) days of Client receiving the Lender Processing Fee from the SBA, Client will pay Womply all associated Technology Fees for each applicable Referred Loan. Womply shall return any Technology Fees paid in the event that the SBA or other governmental agency requires Client to return the Lender Processing Fee. Additionally, Womply shall return any portion of the Technology Fees paid that the SBA or other governmental agency determines were not in compliance with applicable SBA and/or PPP Loan Program Requirements. Such return of fees will occur within fifteen (15) days of Womply receiving notice of such return of fees from Client.

2.4. Each party shall be responsible for and pay any and all applicable taxes, customs, withholding taxes, duties, assessments and other governmental impositions resulting from its own activities under this Agreement.

2.5. Subject to having sufficient Referred Loans with approved SBA Loan numbers ("SBA Approved Loans"), Client shall fund no less than five hundred million dollars (\$500,000,000) of SBA Approved Loans per calendar week ("Minimum Weekly Funding Commitment"), and if Client fails to achieve the Minimum Weekly Funding Commitment in any such week, Client will pay Womply an under-funding fee of ten percent (10%) times the funding amount below the Minimum Weekly Funding Commitment for each applicable week Client falls below the Minimum Weekly Funding Commitment (the "Under-Funding Fee"). By way of example, if Client funds \$475,000,000 in a given calendar week, then the Under-Funding Fee will equal \$2,500,000 (calculated as the \$25,000,000 below the Minimum Weekly Funding Commitment times 10%).

Notwithstanding, client shall not be liable for the Under-Funding fee solely to the extent its failure to achieve the Minimum Weekly Funding Fee results from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage or interruption of money supply from Lender's bank or the Federal Reserve Board of San Francisco, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest. In the event of such an occurrence, Client shall make a good faith effort to fulfil its Minimum Weekly Funding Commitment."

3. Representations and Warranties. Each party represents, warrants, and covenants that: (a) it has the full right, power and authority to execute this Agreement and perform its obligations hereunder; (b) its performance hereunder will not conflict with any obligation it has to any third party; and (c) it has and will maintain such comprehensive general liability and other insurance as is necessary to cover any claims and losses associated with its obligations under this Agreement.

4. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the provisions of the conflict of laws thereof. Notwithstanding the foregoing or any provision of this Agreement to the contrary, this Agreement is subject to all Applicable Laws, including SBA Regulations. In the event of any conflict between the governing law and the SBA Regulations, the SBA Regulations shall control. Without limiting a party's right to seek injunctive or other equitable relief in court, any dispute between the parties related to the subject matter of this Agreement will be resolved by binding arbitration in the English language in San Francisco County, California under the rules of JAMS; the decision of the arbitrator will be enforceable in any court. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees.

A handwritten signature in dark ink, appearing to be a stylized 'M' or 'W' followed by a flourish.



PPP Loan Referral Agreement

This PPP loan referral agreement (the "**Agreement**") is made and entered into on February 9th, 2021 (the "**Effective Date**") by and between Oto Analytics, Inc. d/b/a Womply ("**Womply**") and Fountainhead SBF (the "**Lender**"). In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Womply and Lender hereby agree as follows:

WHEREAS, Lender desires to engage in the origination, marketing, underwriting, and funding of loans, as well as the servicing, management and liquidation of the subsequently resulting loan portfolios, funded and created under the U.S. Small Business Administration ("**SBA**") Paycheck Protection Program (the "**PPP**");

WHEREAS, Lender has the ability to independently evaluate, process, close, service, liquidate, and litigate commercial loans;

WHEREAS, Womply has developed a technology platform that facilitates the completion and filing of loan applications under the SBA 7(a) Loan Program, including the PPP;

WHEREAS, Lender and Womply desire to establish an independent contractor relationship whereby, Womply provides referrals and technology access to Lender in connection with potential loan applicants seeking loans under the PPP; and

WHEREAS, Lender and Womply specifically acknowledge that Lender retains ultimate responsibility for all loan decisions, including approvals, underwriting, closings, disbursements, due diligence, and loan servicing actions (including those relating to loan deferments, loan forgiveness, and loan guarantees), as required by the SBA, and Womply will exercise all best efforts to comply with all regulatory requirements of the PPP.

NOW THEREFORE, in consideration of the mutual covenants, promises, and undertakings contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Referrals.** Womply may, from time to time, refer to Lender such PPP loan applicants as Womply shall, in its sole and absolute discretion, deem appropriate (each such applicant a "**Referral**"). In order to qualify for payment, Womply shall submit Referrals to Lender via the Technology Platform. Womply acknowledges that sometimes the same borrower is submitted by multiple parties. Womply will be the party paid if they were the first to submit a complete package to Lender for the requested loan.

2. **Technology.** Subject to all terms and conditions hereof and compliance therewith, Womply shall exercise commercially reasonable efforts to make available to Lender and loan applicants a technology platform that facilitates the Referrals set forth above in Section 1 (the "**Technology Platform**").

3. **Womply Developer Terms.** Without limiting Section 2, Lender acknowledges that its access to the Technology Platform shall be subject to all terms and conditions set forth in the Womply Developer Order Form and Womply Master Developer Agreement.

4. **Compensation.**

4.1. The Referral Fees and Technology Fees described in this Section 4 will be paid out of the fees actually received by Lender in respect of Referred Loans (defined below) in Lender's capacity as a "Lender" for such Referred Loans under SBA Regulations (as may be amended, the "**Lender Fees**"). As of the Effective Date, the current maximum Lender Fees under the SBA Regulations are:

- For loans of not more than \$50,000, an amount equal to the lesser of 50% of the loan amount or \$2,500;
- 5% of the loan amount for loans more than \$50,000 but not more than \$350,000; and
- 3% of the loan amount for loans more than \$350,000 and less than \$2,000,000.

4.2. In consideration of Womply providing Lender with Referrals, Lender shall pay to Womply the referral fee set forth in the table below, which is expressed as a percentage of the outstanding balance of the Referred Loan at the time of loan disbursement (such fees, the "**Referral Fees**"), for each loan originated by Lender under the PPP resulting from a Referral (such loan a "**Referred Loan**").



Referral Fee Amount	1.00% for each Referred Loan
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4.3. In consideration of Womply providing the Technology Services to Lender and Referrals, Lender shall pay to Womply the technology fees described below for each loan originated by Lender under the PPP resulting from a Referral (which for purposes of clarity, the max percentage applies to Referred Loans funded prior to achieving the Referred Loan Volume) ("**Technology Fees**").

Referred Loan Volume	Referral Fee Percentage
1 through 35,000 Referred Loans	50% of the Lender Fee for each Referred Loan
35,001 through 45,000 Referred Loans	60% of the Lender Fee for each Referred Loan
45,001 through 60,000 Referred Loans	70% of the Lender Fee for each Referred Loan
Greater than 60,000 Referred Loans	80% of the Lender Fee for each Referred Loan

The Technology Fee payable to Womply for any Referred Loan shall be reduced by any Referral Fee paid to Womply in respect of such Referred Loan. At no point will the sum of the Referral Fee plus the Technology Fee be less than \$250 in total. By way of example, if the first Referred Loan (i.e., row one above) has a principal amount of \$50,000 and if Lender actually receives the Lender Fee of \$2,500, then the Referral Fees and Technology Fees payable to Womply shall be as follows:

Lender Fee: \$2,500

Referral Fee: \$500

Technology Fee: \$750 (50% (i.e., row one above) of \$2,500 Lender Fee is \$1,250, less the \$500 Referral Fee equals \$750)

4.4. Within fifteen (15) days of Lender receiving the Lender Fee from the SBA, Lender will pay Womply all associated Referral Fees and Technology Fees for each applicable Referred Loan. Womply shall return any Referral Fees and Technology Fees paid in the event that the SBA or other governmental agency determines that a Lender Fee on any Referred Loan was not applicable and requires Lender to return the Lender Fee. Such return of fees will occur within fifteen (15) calendar days of Womply receiving notice of such return of fees from Lender.

4.5. Notwithstanding the payment due dates set forth in Section 4.4 above, Womply will apply a five percent (5%) discount on the Referral Fees and Technology Fees payable hereunder for Lender's early payment thereof within two (2) days following the Disbursement Date. "**Disbursement Date**" means, with respect to each Referred Loan upon which a Referral Fee and/or Technology Fee is due to Womply hereunder, the date of disbursement of such Referred Loan by Lender to the borrower receiving such Referred Loan.

All payments described in this Section 4.5 must be made by wire transfer. Notwithstanding anything to the contrary, no discounts will apply after the total aggregate amount of early payment discounts hereunder reach twenty million USD (\$20,000,000); upon Lender's request, Womply will notify Lender of its then-total aggregate discount amount.

Lender may, in its discretion, withhold up to fifteen million USD (\$15,000,000) in a reserve account (the "Reserve Account"). Within thirty (30) days of last PPP Disbursement Date, Lender will liquidate the Reserve Account and promptly pay the entire balance thereof to Womply.

4.6. Each party shall be responsible for and pay any and all applicable taxes, customs, withholding taxes, duties, assessments and other governmental impositions resulting from its own activities under this Agreement.

5. **Representations and Warranties.** Each party represents and warrants that (a) it has the full right, power and authority to execute this Agreement and perform its obligations hereunder, and (b) its performance hereunder will not conflict with any obligation it has to any third party.

6. **Term; Termination.**

6.1. The term of this Agreement shall be one (1) year from the Effective Date (the "**Term**"), and thereafter shall automatically renew for successive one (1) year terms unless earlier terminated, if Notice of Termination is timely



provided, in accordance with this Section 6.

6.2. Notwithstanding Section 6.1 above, either party may terminate this Agreement at its option by providing no less than thirty (30) days' written notice ("**Notice of Termination**") to the other party. Either party may also terminate this Agreement immediately upon delivery of a Notice of Termination if the other party is in material breach of any warranty, representation, covenant or obligation under this Agreement, or either of the Womply Developer Order Form or Womply Master Developer Agreement, and is not able to cure such breach within seven (7) calendar days of receiving the Notice of Termination.

6.3. Upon Lender's receipt of a Notice of Termination, Lender may request from Womply, and Womply shall reasonably provide to Lender, a plan for transmitting to Lender electronic copies of loan files in its possession that relate to the Referred Loans, to the extent not otherwise in the possession of Lender. Womply will not unreasonably withhold its cooperation in such selection and transmission. Both parties shall agree upon a data format and method of transmission. Womply shall reasonably provide such requested information to Lender no later than thirty (30) days following the termination of this Agreement.

6.4. The following Sections shall survive termination or expiration of this Agreement: 4 (to the extent Referral Fees or Technology Fees remain outstanding), 6.3, 6.4, 6.5, and 7 through 19.

6.5. Womply shall be entitled to all Referral Fees and Technology Fees accrued in connection with Referred Loans pursuant to the terms and provisions of Section 4 above, including services provided after termination of this Agreement pursuant to Lender's request.

7. **Confidential Information.**

7.1. During the course of performing this Agreement, each party may have access to confidential or proprietary information of the other party, as well as confidential customer information that accompanies each Referral ("**Confidential Information**"). The protection of confidential customer information is required at all times and Lender and Womply shall at all times comply with relevant state and federal regulations regarding disclosure of such Confidential Information, including if applicable the Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801-6809) and the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.).

7.2. A party's Confidential Information shall not include any information which (i) becomes part of the public domain through no act or omission of the other party; (ii) is lawfully acquired by the other party on a non-confidential basis from a third party without any breach of a confidentiality obligation; (iii) is disclosed by such party to a third party without any obligation of confidentiality; or (iv) was independently developed by the other party without reference to such party's Confidential Information. Each party agrees to use the other party's Confidential Information only as necessary to perform their obligations under this Agreement and to maintain the confidentiality of the other party's Confidential Information using at least the same degree of care in safeguarding the other's Confidential Information as it uses in safeguarding its own Confidential Information, subject to a minimum standard of reasonable diligence and protection to prevent any unauthorized copying, use, distribution, installation or transfer of possession of such information. If required by law, the receiving party may disclose Confidential Information of the disclosing party, provided the receiving party gives adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor.

8. **Indemnification.**

8.1. Subject to Section 8.2, each party ("**Indemnifying Party**") shall indemnify, defend, and hold the other party, its officers, directors, employees, representatives and agents ("**Indemnified Parties**"), harmless from and against any Claim (defined below) to the extent resulting from: (i) a material violation of any law, rule, or regulation applicable to the Indemnifying Party's performance obligations herein; or (ii) infringement, conflict with, or violation by the Indemnifying Party of any intellectual property rights, contracts rights, or tort rights (including the right of publicity or right of privacy) of any third party. Indemnifying Party agrees to promptly pay and fully satisfy any and all Losses (defined below), including, without limitation, reasonable attorneys' fees, actually incurred, or sustained, as a result of any Claims. "**Claim**" means any third-party claim, legal or equitable, cause of action, suit, litigation, proceeding (including a regulatory or administrative proceeding), grievance, complaint, demand, charge, investigation, audit, arbitration, mediation, or other process for settling disputes or disagreements, including, without limitation, any of the foregoing processes or procedures in which injunctive or equitable relief is sought. "**Losses**" mean and include any loss, assessment, fine, penalty, deficiency, interest, payment, expense, cost, debt, indebtedness, liability, lien, judgment, or damage, which is both (a) sustained, incurred, or accrued and (b) paid to an unaffiliated third party.



8.2. The Indemnified Party shall: (i) promptly notify the Indemnifying Party in writing of any Losses for which the Indemnified Party seeks indemnification; (ii) provide reasonable cooperation to the Indemnifying Party and its legal representatives in the investigation of any matter which is the subject of indemnification; and (iii) permit the Indemnifying Party to have full control over the defense and settlement of any matter subject to indemnification. The Indemnified Party shall have the right to participate in the defense at its own expense.

9. **Limitation of Liability.** EXCEPT WITH RESPECT TO A BREACH OF SECTION 7 AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, (I) NEITHER PARTY WILL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, AND (II) NEITHER PARTY'S LIABILITY SHALL EXCEED THE AMOUNTS PAID TO WOMPLY DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

10. **Recitals.** The recitals set forth above are hereby incorporated into this Agreement.

11. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the provisions of the conflict of laws thereof. Notwithstanding the foregoing or any provision of this Agreement to the contrary, this Agreement is subject to all Applicable Laws, including SBA Regulations. In the event of any conflict between the governing law and the SBA Regulations (defined below), the SBA Regulations shall control. "SBA Regulations" means all PPP requirements and SBA guidelines under the CARES Act, the Economic Aid Act, the PPP Flexibility Act, any rules or guidance that have been issued by SBA implementing the PPP, including SBA regulations published at 86 Fed. Reg. 3692 (Jan. 14, 2021) and 85 Fed. Reg. 20811 (Apr. 15, 2020) and any subsequent Interim Final Rules and other guidance as may have been or may be subsequently issued by SBA or the U.S. Department of the Treasury with respect to the origination, servicing and forgiveness of loans under the PPP and Frequently Asked Questions, or any other applicable SBA loan requirements, including those codified in 13 CFR part 120, in each case as amended, supplemented or modified from time to time. In the event that this Agreement conflicts with any other contract or agreement between the parties, now or in the future, including the Womply Developer Order Form and Womply Master Developer Agreement, this Agreement shall control with respect to any Referred Loan unless the other contract or agreement specifically states that it supersedes this Agreement.

12. **Arbitration.** Without limiting a party's right to seek injunctive or other equitable relief in court, any dispute between the parties related to the subject matter of this Agreement will be resolved by binding arbitration in the English language in San Francisco County, California under the rules of JAMS; the decision of the arbitrator will be enforceable in any court.

13. **Independent Contractors.** This Agreement is not intended to establish any partnership, joint venture, employment, or other relationship between the parties except that of independent contractors. Neither party has, or may represent that it has, any authority under or as a result of this Agreement to act on behalf of the other party in any way.

14. **Notices.** Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or upon receipt if sent by facsimile transmission with confirmation or if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective parties at the addresses set forth above, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this section.

15. **Assignment.** Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that this Agreement may be assigned by a party without the consent of the other to any successor corporation or entity whether by purchase of all or substantially all of the assets relating to this Agreement, a sale of a controlling interest of the capital stock of the assigning party, by merger, consolidation or otherwise. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16. **Force Majeure.** Neither party will be liable for failure or delay in performance of any of its obligations under this Agreement arising out of any event or circumstance beyond that party's reasonable control; *provided, however*, that such party promptly notifies the other party of the nature and duration of the force majeure event and resumes performance as soon as possible.



17. **Severability.** Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary to that this Agreement shall otherwise remain in full force and effect and enforceable.

18. **Entire Agreement.** This Agreement (together with all attachments and exhibits hereto) constitutes the entire agreement between the parties and supersedes any and all prior agreements between them, whether written or oral, with respect to the subject matter hereof. This Agreement may not be amended, modified or provision hereof waived, except in a writing signed by the parties hereto. No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

19. **Press Releases.** Any news release, public announcement, advertisement, or other publicity released by either party concerning this Agreement shall be subject to the prior approval of the other party, which approval shall not be unreasonably withheld or delayed. The parties will cooperate with each other to issue a joint press release announcing their relationship established by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Womply:

By: 
Name: Cory Capoccia
Title: President

Fountainhead SBF, LLC

By: 
Name: Christopher G. Hurn
Title: CEO

January 29, 2021

Cory Canoccia

San Francisco, CA 94104

VIA E-MAIL: [REDACTED]@Womply.com

Re: Amendment to: i) the April 6, 2020 Referral Agreement; and,
ii) the January 7, 2021 Referral Agreement

Dear Cory:

Reference is hereby made to: i) that certain Referral Agreement with the effective date of April 6, 2020 attached hereto as Exhibit A (the "2020 Referral Agreement") between Harvest Small Business Finance, LLC ("Harvest") and Oto Analytics, Inc. ("Oto"); and, ii) that certain Referral Agreement with the effective date of January 7, 2021 attached hereto as Exhibit B (the "2021 Referral Agreement") between Harvest and Oto.

The 2020 Referral Agreement and 2021 Referral Agreement shall both be amended as set forth in this letter agreement ("Letter Agreement"). This Letter Agreement represents an express intent to modify, alter, and amend the 2020 Referral Agreement and 2021 Referral Agreement, respectively, as contemplated in Section 12.10 of both agreements.

In accordance with Section 12.10 of the 2020 Referral Agreement, Harvest and Oto hereby agree to amend the 2020 Referral Agreement as provided herein:

1. Amendment.

- a. The definition of "Lender Solution" in Section 1 of the 2020 Referral Agreement shall be deleted in its entirety and replaced with the following:

"Lender Solution" means: (i) Small Business Administration Paycheck Protection Program loans that Lender funded on or before December 26, 2020; and, (ii) Small Business Administration Paycheck Protection Program second draw loans made to borrowers who have previously received a first draw loan originated by Harvest as contemplated by subsection (i) above.

- b. The definition of Referral Fee and the accompanying chart set forth in Exhibit A to the 2020 Referral Agreement shall be deleted in its entirety and replaced with the following: The **"Referral Fee"** payable by Lender to Oto for each Approved Qualified Referral resulting in the Lender Solution defined in subsection "(i)" of the Lender Solution definition in the Agreement shall be a one-time payment equal to the aggregate value of each such Lender Solution (Loan) Amount resulting from

an Approved Qualified Referral multiplied by the applicable Referral Fee Rate for such Loan Amount as set forth in this chart:

Lender Solution (Loan) Amount	Referral Fee Rate
\$350,000 and under	1.00%
Greater than \$350,000 to \$1,999,999.99	0.50%
\$2,000,000.00 or greater	0.25%

- c. The remainder of Exhibit A, including the bullet points following the above chart, shall remain unamended.
- d. At the end of Exhibit A, the following language and chart shall be added: The “**Referral Fee**” payable by Lender to Oto for each Approved Qualified Referral resulting in the Lender Solution defined in subsection “(ii)” of the Lender Solution definition in the Agreement shall be a one-time payment equal to the aggregate value of each such Lender Solution (Loan) Amount resulting from an Approved Qualified Referral multiplied by the applicable Referral Fee Rate for such Loan Amount as set forth in this chart:

Lender Solution (Loan) Amount	Referral Fee Rate
\$50,000 and under	The lesser of 10% of the Loan Amount or a flat referral fee of \$500.
Greater than \$50,000 to \$349,999.99	1.00%
\$350,000.00 to \$1,999,999.99	0.60%
\$2,000,000.00 or greater	.20%

In accordance with Section 12.10 of the 2021 Referral Agreement, Harvest and Oto hereby agree to amend the 2021 Referral Agreement as provided herein:

1. Amendment.

- a. The definition of “Lender Solution” in Section 1 of the 2021 Referral Agreement shall be deleted in its entirety and replaced with the following:

“Lender Solution” means: Small Business Administration Paycheck Protection Program loans funded on or after December 27, 2020, including First or Second Draw Loans, by Harvest and made only to borrowers to whom Harvest did not make a previous Paycheck Protection Program loan.

- b. The definition of Referral Fee and the accompanying chart set forth in Exhibit A to the 2021 Referral Agreement shall be deleted in its entirety and replaced with the following: The **“Referral Fee”** payable by Lender to Oto for each Approved Qualified Referral shall be a one-time payment equal to the aggregate value of each applicable Lender Solution (Loan) Amount resulting from an Approved Qualified Referral multiplied by the applicable Referral Fee Rate for such Loan Amount as set forth in this chart:

Lender Solution (Loan) Amount	Referral Fee Rate
\$50,000 and under	The lessor of 15% of the Loan Amount or a flat referral fee of \$750.
Greater than \$50,000 to \$349,999.99	1.5%
\$350,000.00 to \$1,999,999.99	0.9%
\$2,000,000.00 or greater	.3%

- c. The remainder of Exhibit A, including the bullet points following the above chart, shall remain unamended.

This Letter Agreement will be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to any choice of law principles. This Letter Agreement contains the entire agreement between the parties hereto with respect to the matters contemplated hereby and supersedes all previous written or oral negotiations, commitments and understandings. If any provision of this Letter Agreement is held to be invalid or unenforceable for any reason, the parties agree to negotiate in good faith an alternative provision that is not invalid or unenforceable and that carries out, as nearly as possible, the intent and purposes of the provision so held to be invalid or unenforceable.

This Letter Agreement may be executed in two counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Letter Agreement may be executed by facsimile or electronic signature and each such facsimile or electronic signature shall be treated in all respects as having the same effect as an original signature.

If the foregoing correctly reflects our understandings and agreements as to the matters set forth above, please so indicate by signing a counterpart hereof.

[Signature Page Follows]

Very truly yours,

HARVEST SMALL BUSINESS
FIN

By: [REDACTED]
Name: [REDACTED]
Title: Chief Financial Officer

AGREED TO AND ACCEPTED THIS 29th DAY OF JANUARY, 2021

OTO ANALYTICS, INC.

By: [REDACTED]
Name: Cory Capoccia
Title: President

[SIGNATURE PAGE OF LETTER AGREEMENT]

REFERRAL AGREEMENT

This Referral Agreement (this “**Agreement**”) is entered into and made effective as of the date set forth on the signature page to this Agreement (the “**Effective Date**”), by and between Harvest Small Business Finance, LLC, having an office at 24422 Avenida De La Carlota, Suite 232, Laguna Hills, CA 92653 (“**Lender**”), and Oto Analytics, Inc, a Corporation organized under the laws of the state of Delaware, having its principal place of business at 548 Market St., #73871, San Francisco CA 94104 (“**Oto**”) (Oto and Lender are collectively the “Parties” and individually each a “Party”).

RECITALS

WHEREAS, Oto may become aware of certain referral opportunities for Small Business Administration Paycheck Protection Program Second Draw loans made available by the Lender under the Consolidated Appropriations Act, 2021 (“**CARES Act 2021**”); and

WHEREAS, Lender and Oto desire to enter into this Agreement to establish the terms and conditions of their relationship.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS.

“**Agreement**” has the meaning set forth in the preamble.

“**Applicable Law**” means, with respect to any person, any law (including common law), ordinance, statute, treaty, rule, order, regulation, official directive, consent, approval, opinion, interpretation, regulatory guidance, authorization or other determination or finding of any Governmental Body, applicable to or binding upon such person or to which such person is subject, whether federal, state, county, local, foreign or otherwise, as may be amended and in effect from time to time, including but not limited to the Bank Secrecy Act, the Gramm Leach Bliley Act, the California Consumer Privacy Act, the prohibition against unfair and deceptive acts and practices in the Federal Trade Commission Act, state data security laws, the USA PATRIOT Act, and any rules, procedures, processes, interim final rules, laws, statutes, or other regulations of, or related to, the Small Business Administration.

“**Approve(d)**” means a Qualified Referral which has (i) provided a Lender Customer Agreement to Lender as described in Section 2.2, (ii) received the final credit approval necessary to use the Lender Solution, (iii) for which the respective Lender Solution was funded, and (iv) the Lender was paid its fee for origination under the CARES Act 2021.

“**Customer**” means an entity, firm, corporation, or enterprise identified by Oto as a potential user of the Lender Solution to whom Oto markets, or has marketed, the Lender Solution for and on behalf of Lender.

“**Fee Structure**” means Exhibit A (Oto Fee Structure) attached hereto and incorporated herein by reference.

“**Lender Customer Agreement**” means a written, fully completed and executed Paycheck Protection Program Application Second Draw Form (including all required completed forms and supporting documentation necessary for a credit decision to be made).

“**Lender Solution**” means Small Business Administration Paycheck Protection Program Second Draw loans that Lender makes available from time to time.

“**Qualified Referral**” means each Customer referred by Oto to Lender through registration of the Customer as described in Section 2.2.

“**Referral Fee**” means the amount to be paid to Oto by Lender for each applicable Approved Qualified Referral as further described in the Fee Structure.

“**Territory**” means the United States of America.

2. REFERRAL PROVISIONS.

2.1. Non-Exclusive Referral Source. Oto acknowledges that it is a non-exclusive solicitation and referral source for Customers in the Territory for the promotion of the Lender Solution to Customers.

2.2. Registration of Customers. The submission of a Lender Customer Agreement by Customer through the link provided by Lender to Oto, located at the co-branded Oto/Lender landing page, shall be deemed a referral of Customers under this Agreement.

2.3. Compensation.

2.3.1. Referral Fee: Subject to the terms of this Agreement, Lender shall pay Oto any Referral Fee that is earned under the terms of the Fee Structure on a monthly basis.

2.3.2. If Oto believes that the amount of any Referral Fees paid was incorrect, or that Lender has not paid Referral Fees as required under this Agreement ("**Disputed Referral Fees**"), then Oto shall provide written notice to Lender of any such error within thirty (30) days of the end of the month related to such Disputed Referral Fees. Upon receipt of such notice of Disputed Referral Fees, Lender shall provide evidence describing in detail the computation of such Disputed Referral Fees to Oto with twenty (20) days after receipt of such written notice.

3. **OTO'S OBLIGATIONS.**

3.1. **Name Use.** In all Oto promotional efforts, Oto will use the name used by Lender for the Lender Solution. Oto will not represent or imply that Oto is the Lender or has the power to bind the Lender.

3.2. **Other Agreements.** Oto does not have the authority to, and shall not, enter into any agreement, contract or arrangement with any Customer or any other person, firm, corporation, entity or enterprise on behalf of the Lender or in any way impose any legal obligation on Lender.

3.3. **Landing Page.** Oto will provide a Landing Page ("Oto Page") that directs Customers to apply for the Lender Solution on the Lender's website.

3.4. **Sales and Marketing.**

3.4.1. Oto shall use best efforts to market and promote the Lender Solution to Customers and to provide Customer service.

3.4.2. Oto may assist Customers with completing and submitting the Lender Customer Agreement to Lender.

3.4.3. If Lender makes any marketing or promotional materials available to Oto, then Oto shall not modify those materials without the prior written approval of Lender.

3.4.4. Oto shall not use any marketing or promotional materials approved by Lender for any purpose other than fulfilling the terms of this Agreement.

4. **OWNERSHIP OF OTO INTELLECTUAL PROPERTY.** Lender agrees that Oto owns all rights, title and interest in and to Oto's patents, trademarks, service marks, trade names, trade secrets, logos, and any other intellectual property or identifiers created or used by Oto (collectively, the "**Oto Marks**"). Lender shall not, at any time during the term of this Agreement, or anytime thereafter, dispute or contest, directly or indirectly, Oto's right and title to the Oto Marks or the validity thereof or assist any third party to do so. Lender shall not apply for or register the Oto Marks or any confusingly similar trademarks or service marks during the term of this Agreement, or anytime thereafter. Lender acknowledges that it shall not acquire any rights in the Oto Marks hereunder. Oto shall own all trademark and service mark rights, if any, in the Oto Marks created by any such uses by Lender.

5. **OWNERSHIP OF LENDER INTELLECTUAL PROPERTY.** Oto agrees that Lender owns all rights, title and interest in and to Lender's patents, trademarks, service marks, trade names, trade secrets, logos, and any other intellectual property or identifiers created or used by Lender (collectively, the "**Lender Marks**"). Oto shall not, at any time during the term of this Agreement, or anytime thereafter, dispute or contest, directly or indirectly, Lender's right and title to the Lender Marks or the validity thereof or assist any third party to do so. Oto shall not apply for or register the Lender Marks or any confusingly similar trademarks or service marks during the term of this Agreement, or anytime thereafter. Oto acknowledges that it shall not acquire any rights in the Lender Marks hereunder. Lender shall own all trademark and service mark rights, if any, in the Lender Marks created by any such uses by Oto.

6. **GRANT OF LICENSE.**

6.1. **Grant of Oto License.** Subject to the terms and conditions of this Agreement, Oto grants to Lender a non-exclusive, non-transferable, limited license to access and use the Oto logo(s), as found in Exhibit B, ("**Oto Logo(s)**"), only to the extent necessary to accomplish the purposes of this Agreement, including but not limited to in cobranded marketing collateral, webpages, and other materials deemed appropriate for fulfilling the purposes of this Agreement. For clarity, notwithstanding the foregoing, under no circumstances shall Lender have a license to or in, or any right to access, any of Oto's source code or software package.

6.2. **Grant of Lender License.** Subject to the terms and conditions of this Agreement, Lender grants to Oto a non-exclusive, non-transferable, limited license to access and use the Lender logo(s), as found in Exhibit B ("**Lender Logo(s)**"), only to the extent necessary to accomplish the purposes of this Agreement, including but not limited to in cobranded marketing collateral, webpages, and other materials deemed appropriate for fulfilling the purposes of this Agreement. For clarity, notwithstanding the foregoing, under no circumstances shall Oto have a license to or in, or any right to access, any of Lender's source code or software package.

7. CONFIDENTIAL INFORMATION.

- 7.1. Definition of Confidential Information. For the purposes of this Agreement, “**Confidential Information**” means non-public information about the disclosing party's business or activities that is proprietary and confidential, which shall include, without limitation, all business, financial, technical and other information of a party marked or designated “confidential” or by its nature or the circumstances surrounding its disclosure should reasonably be regarded as confidential. Confidential Information includes not only written or other tangible information, but also information transferred orally, visually, electronically or by any other means. Confidential Information includes, but is not limited to, (i) all information of or about current Lender customers, potential Lender Customers (unless such information is obviously in the public domain), and this Agreement and its Lender Exhibits (Oto may, however, disclose to potential customers that Oto has a referral arrangement with Lender) and (ii) any proprietary and Confidential Information of third parties that is in Oto's possession and that is provided to Lender. Confidential Information will not include information that (i) is in or enters the public domain without breach of this Agreement, (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation, or (iii) the receiving party knew prior to receiving such information from the disclosing party or develops independently, as evidenced in the written records of receiving party.
- 7.2. Obligations. Each party agrees (i) that it will not disclose to any third party or use any Confidential Information disclosed to it except as expressly permitted in this Agreement, (ii) that it will comply with all Applicable Law relating to Confidential Information, and (iii) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own Confidential Information of similar importance.
- 7.3. Exceptions. Notwithstanding the foregoing, each party may disclose Confidential Information (i) to the other party, as allowed under such party's privacy policy or as otherwise allowed under Section 7.4 below, (ii) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law with 5 days written notice to the other party of the intent to disclose, or (iii) on a “need-to-know” basis under an obligation of confidentiality at least as restrictive as in this Agreement to its legal counsel, accountants, independent contractors, financial institutions and other financing sources and their advisors. Except as set forth in this Section, the terms and conditions of the Agreement will be deemed to be Confidential Information and shall not be disclosed without the prior written consent of the other party.
- 7.4. Data Sharing. Under the terms of this Agreement, Lender may share the following types of information with Oto:
- 7.4.1. Approved Qualified Referral's name;
 - 7.4.2. Approved Qualified Referral's Lender Solution ID (e.g. Loan ID);
 - 7.4.3. Status of Customer's Lender Solution status (e.g. approval or denial status of Customer);
 - 7.4.4. Lender Solution amounts approved; and
 - 7.4.5. Expected date of Lender Solution funding.
- 7.5. Injunctive Relief. If the receiving party violates any of the provisions of this Confidential Information Section, the disclosing party (in addition to any other and additional rights or remedies it may have at law, in equity, or by statute) shall be entitled to seek immediate and permanent injunctive relief, it being agreed that the damages that the disclosing party would sustain upon such violation are difficult or impossible to ascertain in advance. The posting of a bond shall not be required as a pre-condition to such injunctive relief.

8. LIMITATION OF LIABILITY.

- 8.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR (I) A PARTY'S OBLIGATIONS UNDER SECTION 7 (CONFIDENTIAL INFORMATION), (II) OTO'S INDEMNIFICATION OBLIGATION UNDER SECTION 10.10, OR (III) LENDER'S OBLIGATIONS TO PAY TO OTO THE FEES PURSUANT TO THIS AGREEMENT, EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID BY LENDER TO OTO UNDER THIS AGREEMENT DURING THE LIFE OF THE AGREEMENT, LESS IN ALL CIRCUMSTANCES ANY AMOUNTS PREVIOUSLY PAID IN SATISFACTION OF LIABILITY UNDER THIS AGREEMENT.

- 8.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR (I) A PARTY'S OBLIGATIONS UNDER SECTION 7 (CONFIDENTIAL INFORMATION) OR (II) OTO'S INDEMNIFICATION OBLIGATION UNDER SECTION 10.10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS AND SERVICES WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9. TERM; TERMINATION.

- 9.1. Term. Except as otherwise provided in this Agreement, this Agreement will commence on the Effective Date and shall remain in effect for a period of one (1) year (the "**Initial Term**"). This Agreement will automatically renew for consecutive annual periods unless terminated by either party by providing at least thirty (30) days prior written notice before the end of the then effective term (each a "**Renewal Period**") (the Initial Period, together with any such annual Renewal Periods, the "**Term**").
- 9.2. Termination. Either party may terminate this Agreement at any time, with or without cause, with such termination effective fifteen (15) days, or as more as may be immediately required by law, after such terminating party's delivery to the non-terminating party of such written notice of termination.
- 9.3. Effects of Termination. Upon termination of this Agreement for any reason (i) Oto will cease all activities related to referring Customers and to Lender and the Lender Solution, including without limitation the removal of the Oto Page, (ii) each party shall cease using the other party's Confidential Information, and upon request, return or destroy all tangible copies of the other party's Confidential Information in its possession and (iii) any Fees earned prior to the date of termination, but which are unpaid, shall be paid within thirty (30) days after the date of termination.
- 9.4. Survival of Obligations. Upon any expiration or termination of this Agreement for any reason, each party will be released from all obligations to the other arising after the date of expiration or termination, except as otherwise provided in this Agreement. The rights and obligations of the parties contained in this Section and Sections 1 (Definitions), 2.3 (Compensation), 4 and 5 (Ownership of Intellectual Property), 7 (Confidential Information), 8 (Limitation of Liability), 9.4 (Effects for Termination), 10.10 (Indemnification of Lender by Oto) and 11 (General) and Exhibit A (Oto Fee Structure) will survive the expiration or termination of this Agreement.

10. OTO REPRESENTATIONS, WARRANTIES, AND COVENANTS

- 10.1. The individual signing this Agreement has the authority to enter into this Agreement on behalf of Oto.
- 10.2. Oto shall (i) comply, and shall cause its agents, representatives, employees, vendors, and service providers to comply, with Applicable Law in its performance of this Agreement, (ii) not take any action or fail to take any action in its performance of this Agreement that it knows or reasonably should know will cause another party to violate Applicable Law, and (iii) shall maintain commercially reasonable policies and procedures to govern its compliance with Applicable Law in its performance of this Agreement.
- 10.3. To the best of Oto's knowledge, all statements in any materials given in connection with a Customer, Qualified Referral, and in the Agreement, are true and correct and are not materially misleading in any respect.
- 10.4. Oto represents and warrants that: (i) it is a validly organized and existing entity in good standing in its state of registration, (ii) it is duly qualified to transact business in all jurisdictions in which it is transacting business in which the nature of Lender's activities makes such qualification necessary and has any and all licenses needed to perform hereunder, and (iii) it has the full power and authority to execute and deliver this Agreement and to perform all of its services and obligations hereunder.
- 10.5. All information provided to Lender by Oto is information that Oto may lawfully share with Lender and the sharing of such information with Lender and the use of such information by Lender is permissible under Applicable Law and any applicable privacy policy and any other contractual terms between Oto and the subject(s) of the information.
- 10.6. During the Term of this Agreement, Oto shall maintain insurance with terms, coverage, and limits customary for a prudent insured that is (i) engaged in Oto's industry within the state(s) in which Oto operates, and/or (ii) conducting activities or providing services similar to those of Oto under this Agreement.
- 10.7. Oto will not accept funds from any Customer on behalf of the Lender, including but not limited to funds to be placed on deposit with the Lender, payment on any credit extended by the Lender or payment for any other product or service offered by the Lender.

- 10.8. Oto will not represent the terms of any product or service of the Lender to any Customer except as set forth in materials provided to Oto by the Lender for Oto's use in soliciting referrals; or alter in any manner (including but not limited to by omission or oral representation) or combine with materials not provided by the Lender, materials provided by the Lender for Oto's use in soliciting referrals; or fail to comply with Lender's requirements with respect to Customer disclosures, advertising, and other promotional material.
- 10.9. Oto will not receive anything of value, as set forth in the Bank Bribery Act, or pay, allow or offer to pay any compensation of any kind to any Customer in connection with a Lender product or service; provided that the foregoing shall not apply to rebates and other marketing inducements offered by the Lender, if any, as may be described in materials provided by the Lender for Oto's use in soliciting referrals.
- 10.10. Oto hereby agrees to, and shall, pay and reimburse and be liable to Lender and each director, officer, employee, affiliate, assign, and agent of Lender (Lender and each such other person or entity being an "Indemnified Party") on demand for, and indemnify and hold harmless each such Indemnified Party from and against, any and all losses, liabilities, judgments, claims, causes of actions, costs and expenses (including reasonable fees and disbursements of legal counsel) incurred or suffered by any Indemnified Party in any way, directly or indirectly, arising out of or related to: (i) any false, inaccurate, untrue or incomplete representation or warranty made by Oto in this Agreement; (ii) the non-fulfillment, non-performance, or breach by Oto of any covenant, condition or obligation in this Agreement; (iii) any violation of Applicable Law by Oto or any of its directors, officers, or employees; and/or (iv) negligence, gross negligence or willful misconduct on the part of Oto under this Agreement.
- 10.11. Oto shall retain all information, data, communications, and all other documents, including both hard copy and electronic versions, in its native format, provided to it by any Customer or created by Oto in association with a Qualified Referral (collectively, the "Customer Documents") for at least two years from the date of Approval of a Qualified Referral, or longer to the extent required to comply with Applicable Law. Oto shall make the Customer Documents available to Lender at Oto's expense for any purposes, including but not limited to the purpose of responding to any government-issued Subpoena related to the related Approved Qualified Referral or Customer.

11. LENDER REPRESENTATIONS, WARRANTIES, AND COVENANTS

- 11.1. The individuals signing this Agreement have the authority to enter into this Agreement on behalf of Lender.
- 11.2. Lender shall (i) comply, and shall cause its agents, representatives, employees, vendors, and service providers to comply, with Applicable Law in its performance of this Agreement, (ii) not take any action or fail to take any action in its performance of this Agreement that it knows or reasonably should know will cause another party to violate Applicable Law, (iii) shall maintain commercially reasonable policies and procedures to govern its compliance with Applicable Law in its performance of this Agreement, and (iv) Lender has the full power and authority to execute and deliver this Agreement and to perform all of its services and obligations hereunder.
- 11.3. To the best of Lender's knowledge, all statements in any materials given by Lender in connection with a Customer, Qualified Referral, and in the Agreement, are true and correct and are not materially misleading in any respect.
- 11.4. Lender is a validly organized and existing entity in good standing in its state of registration and is duly qualified to transact business in all jurisdictions in which it is transacting business.
- 11.5. All information provided to Oto by Lender is information that Lender may lawfully share with Oto and the sharing of such information with Oto and the use of such information by Oto is permissible under any applicable privacy policy and any other contractual terms between the Lender and the subject(s) of the information.
- 11.6. During the Term of this Agreement, Lender shall maintain insurance with terms, coverage, and limits customary for a prudent insured that is (i) engaged in Lender's industry within the state(s) in which Lender operates, and/or (ii) conducting activities or providing services similar to those of Lender under this Agreement.
- 11.7. Lender hereby agrees to, and shall, pay and reimburse and be liable to Oto and each director, officer, employee, affiliate, assign, and agent of Oto (Oto and each such other person or entity being an "Indemnified Party") on demand for, and indemnify and hold harmless each such Indemnified Party from and against, any and all losses, liabilities, judgments, claims, causes of actions, costs and expenses (including reasonable fees and disbursements of legal counsel) incurred or suffered by any Indemnified Party in any way, directly or indirectly, arising out of or related to: (i) any false, inaccurate, untrue or incomplete representation or warranty made by Lender in this Agreement; (ii) the non-fulfillment, non-performance, or breach by Lender of any covenant, condition or obligation in this Agreement; (iii) any

violation of Applicable Law by Lender or any of its directors, officers, or employees; and/or (iv) negligence, gross negligence or willful misconduct on the part of Lender under this Agreement.

12. GENERAL.

- 12.1. Severability. In the event that any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.
- 12.2. Assignment; Waiver. Neither party may sell, assign, sublicense, convey, encumber or transfer this Agreement or any of either party's rights or obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld. Any attempted assignment or transfer without such written consent shall be null and void.
- 12.3. Waivers and Remedies. No delay or omission to exercise any right, power or remedy accruing to either party, upon any breach or default of the other party under this Agreement, shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of either party of any breach or default by the other party under this Agreement, or any waiver of any provisions or conditions of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, by law or otherwise afforded to either party, shall be cumulative and not alternative.
- 12.4. Attorney's Fees. If either party elects to pursue legal action to enforce its rights under this Agreement, by arbitration or otherwise, then the prevailing party in such action shall be entitled to receive from the losing party all costs and expenses, including but not limited to the reasonable fees of attorneys, accountants, and other experts, incurred by the prevailing party in investigating and prosecuting (or defending) such action in such arbitration or at the initial trial and appellate levels. The prevailing party as defined in this section shall be determined based upon an assessment of which party's arguments or positions could fairly be said to have prevailed over the other party's arguments or positions on major disputed issues in the arbitration or at trial. Such assessment should include evaluation of: the amount of the net recovery; the primary issues disputed by the parties; whether the amount of the award comprises a significant percentage of the amount sought by the claimant; and the most recent settlement positions of the parties.
- 12.5. Injunctive Relief. Each party acknowledges that certain breaches of this Agreement may cause irreparable harm for which money damages would be an inadequate remedy. Accordingly, upon certain breaches or threatened breaches of this Agreement, the breaching Party hereby acknowledges that the non-breaching Party shall be entitled to seek injunctive or other equitable relief, in addition to any other remedies to which it may be entitled, including money damages.
- 12.6. Relationship of Parties. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- 12.7. Rights and Obligations of Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation of any third parties to any Party, nor shall any provision give any third party any right of subrogation or action against any Party.
- 12.8. Notices. Any notice, request, consent or other communication required or permitted by this Agreement shall be in writing addressed to Lender or to an authorized Oto representative and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by email, effective (A) when the sender receives an automated message from the recipient confirming delivery or (B) one hour after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, whichever happens first, but if the delivery or receipt is on a day which is not a business day or is after 5:00 pm (addressee's time), it is deemed to be received at 9:00 am on the following business day; or (d) by certified or registered mail, return receipt requested, upon verification of receipt.

Notices to each party shall be sent to the address set forth below, or to such other address as a party may provide in writing:

Notices to Oto:

Oto: Oto Analytics, Inc.
Attention: Legal Dept
Address: [REDACTED]
City/State/Zip: San Francisco CA 94104
Email: [REDACTED]@womply.com

Notices to LENDER:

Harvest Small Business Finance, LLC
Attention: [REDACTED]
[REDACTED] Laguna Hills, California 92653
Email: [REDACTED]@harvestoref.com

- 12.9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California, excluding its conflict of law rules. Each Party irrevocably consents to the exclusive jurisdiction of the courts of the State of California and the federal courts situated therein, in connection with all proceedings related to this Services Agreement. It is further irrevocably agreed that venue shall lie in the courts located in the City of Los Angeles.
- 12.10. Entire Agreement; Modification. This Agreement, including any Exhibits hereto, is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes all other prior and contemporaneous negotiations and agreements, oral or written, including without limitation any prior agreements, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, signed by the parties and expressly referencing an intent to modify, alter, or amend this Agreement.
- 12.11. Headings. The headings of the Sections of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of any provisions hereof.
- 12.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Effective Date: January 7th, 2021

OTO:

By: [REDACTED]
Name: Cory Capoccia
Title: President

LENDER: Harvest Small Business Finance, LLC

By: _____
Name: [REDACTED]
Title: Chief Financial Officer

Exhibit A

Oto Fee Structure

A “**Monthly Period**” means each month during the Term of the Agreement.

The “**Referral Fee Rate**” means the rates as outlined in the below table.

The “**Referral Fee Term**” means the Term of this Agreement.

The “**Referral Fee**” payable by Lender to Oto for each Approved Qualified Referral shall be a one-time payment equal to the aggregate value of each applicable Lender Solution (Loan) Amount resulting from an Approved Qualified Referral, multiplied by the applicable Referral Fee Rate for such Loan Amount as detailed in the CARES Act of 2021 (provided in the table below) multiplied a thirty percent (30%) Agent Referral Percentage.

Lender Solution (Loan) Amount	Lender Referral Fee Rate
\$50,000 and under	The lessor of 50% or \$2,500
Greater than \$50,000 to \$349,999.99	5%
\$350,000 or greater	3%

- For the avoidance of any doubt about the value of the Referral Fee Rate in the above table, for example, if the Referral Fee rate is 0.50%, 0.50% is equal to 50 basis points.
- Except as set forth in this Agreement, Lender shall make Referral Fee payments earned within an applicable Monthly Period within thirty (30) calendar days after the end of such Monthly Period.
- Any terms used but not defined herein shall have the meaning as defined in the Referral Agreement.
- Referral Fees earned prior to the date of termination, but which are unpaid, shall be paid within thirty (30) calendar days after the date of termination.
- By way of example, see the below table for a sample calculation of Referral Fees payable for a sample Monthly Period.

Approved Qualified Referral	Lender Solution (Loan) Amount	Lender Referral Fee Rate	Agent Referral Percentage	Agent Referral Fee
Sample 1	\$ 49,365.20	Lower of 50% or \$2,500	30%	\$750
Sample 2	\$ 285,485.35	5%	30%	\$4,282.28
Sample 3	\$ 1,785,354.25	3%	30%	\$16,068.19
Referral Fee Payment				\$ 21,100.47

Exhibit B

Oto Logo(s)

Available for download at <https://www.womply.com/brand/>

Lender Logo

Exhibit C

Payment Preferences

Please indicate your payment preferences below:

☐ Check

☒ ACH

If you prefer check remittance, what is the address you want the check sent to:

Address: _____

If you prefer ACH remittance, what is your bank information?

Bank Name: [REDACTED]

Bank Address: [REDACTED]

Name on Account: OTO ANALYTICS, INC

Company Address: [REDACTED]

Routing #: [REDACTED]

Account #: [REDACTED]

REFERRAL AGREEMENT

This Referral Agreement (this "**Agreement**") is entered into and made effective as of the date set forth on the signature page to this Agreement (the "**Effective Date**"), by and between Harvest Small Business Finance, LLC, having an office at [REDACTED] Laguna Hills, CA 92653 ("**Lender**"), and Oto Analytics, Inc, a Corporation organized under the laws of the state of Delaware, having its principal place of business at [REDACTED] San Francisco CA 94104 ("**Oto**") (Oto and Lender are collectively the "**Parties**" and individually each a "**Party**").

RECITALS

WHEREAS, Oto may become aware of certain referral opportunities for Small Business Administration Paycheck Protection Program Second Draw loans made available by the Lender under the Consolidated Appropriations Act, 2021 ("**CARES Act 2021**"); and

WHEREAS, Lender and Oto desire to enter into this Agreement to establish the terms and conditions of their relationship.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS.

"**Agreement**" has the meaning set forth in the preamble.

"**Applicable Law**" means, with respect to any person, any law (including common law), ordinance, statute, treaty, rule, order, regulation, official directive, consent, approval, opinion, interpretation, regulatory guidance, authorization or other determination or finding of any Governmental Body, applicable to or binding upon such person or to which such person is subject, whether federal, state, county, local, foreign or otherwise, as may be amended and in effect from time to time, including but not limited to the Bank Secrecy Act, the Gramm Leach Bliley Act, the California Consumer Privacy Act, the prohibition against unfair and deceptive acts and practices in the Federal Trade Commission Act, state data security laws, the USA PATRIOT Act, and any rules, procedures, processes, interim final rules, laws, statutes, or other regulations of, or related to, the Small Business Administration.

"**Approve(d)**" means a Qualified Referral which has (i) provided a Lender Customer Agreement to Lender as described in Section 2.2, (ii) received the final credit approval necessary to use the Lender Solution, (iii) for which the respective Lender Solution was funded, and (iv) the Lender was paid its fee for origination under the CARES Act 2021.

"**Customer**" means an entity, firm, corporation, or enterprise identified by Oto as a potential user of the Lender Solution to whom Oto markets, or has marketed, the Lender Solution for and on behalf of Lender.

"**Fee Structure**" means Exhibit A (Oto Fee Structure) attached hereto and incorporated herein by reference.

"**Lender Customer Agreement**" means a written, fully completed and executed Paycheck Protection Program Application Second Draw Form (including all required completed forms and supporting documentation necessary for a credit decision to be made).

"**Lender Solution**" means Small Business Administration Paycheck Protection Program Second Draw loans that Lender makes available from time to time.

"**Qualified Referral**" means each Customer referred by Oto to Lender through registration of the Customer as described in Section 2.2.

"**Referral Fee**" means the amount to be paid to Oto by Lender for each applicable Approved Qualified Referral as further described in the Fee Structure.

"**Territory**" means the United States of America.

2. REFERRAL PROVISIONS.

2.1. Non-Exclusive Referral Source. Oto acknowledges that it is a non-exclusive solicitation and referral source for Customers in the Territory for the promotion of the Lender Solution to Customers.

2.2. Registration of Customers. The submission of a Lender Customer Agreement by Customer through the link provided by Lender to Oto, located at the co-branded Oto/Lender landing page, shall be deemed a referral of Customers under this Agreement.

2.3. Compensation.

2.3.1. Referral Fee: Subject to the terms of this Agreement, Lender shall pay Oto any Referral Fee that is earned under the terms of the Fee Structure on a monthly basis.

2.3.2. If Oto believes that the amount of any Referral Fees paid was incorrect, or that Lender has not paid Referral Fees as required under this Agreement ("**Disputed Referral Fees**"), then Oto shall provide written notice to Lender of any such error within thirty (30) days of the end of the month related to such Disputed Referral Fees. Upon receipt of such notice of Disputed Referral Fees, Lender shall provide evidence describing in detail the computation of such Disputed Referral Fees to Oto with twenty (20) days after receipt of such written notice.

3. **OTO'S OBLIGATIONS.**

3.1. **Name Use.** In all Oto promotional efforts, Oto will use the name used by Lender for the Lender Solution. Oto will not represent or imply that Oto is the Lender or has the power to bind the Lender.

3.2. **Other Agreements.** Oto does not have the authority to, and shall not, enter into any agreement, contract or arrangement with any Customer or any other person, firm, corporation, entity or enterprise on behalf of the Lender or in any way impose any legal obligation on Lender.

3.3. **Landing Page.** Oto will provide a Landing Page ("Oto Page") that directs Customers to apply for the Lender Solution on the Lender's website.

3.4. **Sales and Marketing.**

3.4.1. Oto shall use best efforts to market and promote the Lender Solution to Customers and to provide Customer service.

3.4.2. Oto may assist Customers with completing and submitting the Lender Customer Agreement to Lender.

3.4.3. If Lender makes any marketing or promotional materials available to Oto, then Oto shall not modify those materials without the prior written approval of Lender.

3.4.4. Oto shall not use any marketing or promotional materials approved by Lender for any purpose other than fulfilling the terms of this Agreement.

4. **OWNERSHIP OF OTO INTELLECTUAL PROPERTY.** Lender agrees that Oto owns all rights, title and interest in and to Oto's patents, trademarks, service marks, trade names, trade secrets, logos, and any other intellectual property or identifiers created or used by Oto (collectively, the "**Oto Marks**"). Lender shall not, at any time during the term of this Agreement, or anytime thereafter, dispute or contest, directly or indirectly, Oto's right and title to the Oto Marks or the validity thereof or assist any third party to do so. Lender shall not apply for or register the Oto Marks or any confusingly similar trademarks or service marks during the term of this Agreement, or anytime thereafter. Lender acknowledges that it shall not acquire any rights in the Oto Marks hereunder. Oto shall own all trademark and service mark rights, if any, in the Oto Marks created by any such uses by Lender.

5. **OWNERSHIP OF LENDER INTELLECTUAL PROPERTY.** Oto agrees that Lender owns all rights, title and interest in and to Lender's patents, trademarks, service marks, trade names, trade secrets, logos, and any other intellectual property or identifiers created or used by Lender (collectively, the "**Lender Marks**"). Oto shall not, at any time during the term of this Agreement, or anytime thereafter, dispute or contest, directly or indirectly, Lender's right and title to the Lender Marks or the validity thereof or assist any third party to do so. Oto shall not apply for or register the Lender Marks or any confusingly similar trademarks or service marks during the term of this Agreement, or anytime thereafter. Oto acknowledges that it shall not acquire any rights in the Lender Marks hereunder. Lender shall own all trademark and service mark rights, if any, in the Lender Marks created by any such uses by Oto.

6. **GRANT OF LICENSE.**

6.1. **Grant of Oto License.** Subject to the terms and conditions of this Agreement, Oto grants to Lender a non-exclusive, non-transferable, limited license to access and use the Oto logo(s), as found in Exhibit B, ("**Oto Logo(s)**"), only to the extent necessary to accomplish the purposes of this Agreement, including but not limited to in cobranded marketing collateral, webpages, and other materials deemed appropriate for fulfilling the purposes of this Agreement. For clarity, notwithstanding the foregoing, under no circumstances shall Lender have a license to or in, or any right to access, any of Oto's source code or software package.

6.2. **Grant of Lender License.** Subject to the terms and conditions of this Agreement, Lender grants to Oto a non-exclusive, non-transferable, limited license to access and use the Lender logo(s), as found in Exhibit B ("**Lender Logo(s)**"), only to the extent necessary to accomplish the purposes of this Agreement, including but not limited to in cobranded marketing collateral, webpages, and other materials deemed appropriate for fulfilling the purposes of this Agreement. For clarity, notwithstanding the foregoing, under no circumstances shall Oto have a license to or in, or any right to access, any of Lender's source code or software package.

7. CONFIDENTIAL INFORMATION.

- 7.1. Definition of Confidential Information. For the purposes of this Agreement, "**Confidential Information**" means non-public information about the disclosing party's business or activities that is proprietary and confidential, which shall include, without limitation, all business, financial, technical and other information of a party marked or designated "confidential" or by its nature or the circumstances surrounding its disclosure should reasonably be regarded as confidential. Confidential Information includes not only written or other tangible information, but also information transferred orally, visually, electronically or by any other means. Confidential Information includes, but is not limited to, (i) all information of or about current Lender customers, potential Lender Customers (unless such information is obviously in the public domain), and this Agreement and its Lender Exhibits (Oto may, however, disclose to potential customers that Oto has a referral arrangement with Lender) and (ii) any proprietary and Confidential Information of third parties that is in Oto's possession and that is provided to Lender. Confidential Information will not include information that (i) is in or enters the public domain without breach of this Agreement, (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation, or (iii) the receiving party knew prior to receiving such information from the disclosing party or develops independently, as evidenced in the written records of receiving party.
- 7.2. Obligations. Each party agrees (i) that it will not disclose to any third party or use any Confidential Information disclosed to it except as expressly permitted in this Agreement, (ii) that it will comply with all Applicable Law relating to Confidential Information, and (iii) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own Confidential Information of similar importance.
- 7.3. Exceptions. Notwithstanding the foregoing, each party may disclose Confidential Information (i) to the other party, as allowed under such party's privacy policy or as otherwise allowed under Section 7.4 below, (ii) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law with 5 days written notice to the other party of the intent to disclose, or (iii) on a "need-to-know" basis under an obligation of confidentiality at least as restrictive as in this Agreement to its legal counsel, accountants, independent contractors, financial institutions and other financing sources and their advisors. Except as set forth in this Section, the terms and conditions of the Agreement will be deemed to be Confidential Information and shall not be disclosed without the prior written consent of the other party.
- 7.4. Data Sharing. Under the terms of this Agreement, Lender may share the following types of information with Oto:
- 7.4.1. Approved Qualified Referral's name;
 - 7.4.2. Approved Qualified Referral's Lender Solution ID (e.g. Loan ID);
 - 7.4.3. Status of Customer's Lender Solution status (e.g. approval or denial status of Customer);
 - 7.4.4. Lender Solution amounts approved; and
 - 7.4.5. Expected date of Lender Solution funding.
- 7.5. Injunctive Relief. If the receiving party violates any of the provisions of this Confidential Information Section, the disclosing party (in addition to any other and additional rights or remedies it may have at law, in equity, or by statute) shall be entitled to seek immediate and permanent injunctive relief, it being agreed that the damages that the disclosing party would sustain upon such violation are difficult or impossible to ascertain in advance. The posting of a bond shall not be required as a pre-condition to such injunctive relief.

8. LIMITATION OF LIABILITY.

- 8.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR (I) A PARTY'S OBLIGATIONS UNDER SECTION 7 (CONFIDENTIAL INFORMATION), (II) OTO'S INDEMNIFICATION OBLIGATION UNDER SECTION 10.10, OR (III) LENDER'S OBLIGATIONS TO PAY TO OTO THE FEES PURSUANT TO THIS AGREEMENT, EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID BY LENDER TO OTO UNDER THIS AGREEMENT DURING THE LIFE OF THE AGREEMENT, LESS IN ALL CIRCUMSTANCES ANY AMOUNTS PREVIOUSLY PAID IN SATISFACTION OF LIABILITY UNDER THIS AGREEMENT.

- 8.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR (I) A PARTY'S OBLIGATIONS UNDER SECTION 7 (CONFIDENTIAL INFORMATION) OR (II) OTO'S INDEMNIFICATION OBLIGATION UNDER SECTION 10.10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS AND SERVICES WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9. **TERM: TERMINATION.**

- 9.1. **Term.** Except as otherwise provided in this Agreement, this Agreement will commence on the Effective Date and shall remain in effect for a period of one (1) year (the "**Initial Term**"). This Agreement will automatically renew for consecutive annual periods unless terminated by either party by providing at least thirty (30) days prior written notice before the end of the then effective term (each a "**Renewal Period**") (the Initial Period, together with any such annual Renewal Periods, the "**Term**").
- 9.2. **Termination.** Either party may terminate this Agreement at any time, with or without cause, with such termination effective fifteen (15) days, or as more as may be immediately required by law, after such terminating party's delivery to the non-terminating party of such written notice of termination.
- 9.3. **Effects of Termination.** Upon termination of this Agreement for any reason (i) Oto will cease all activities related to referring Customers and to Lender and the Lender Solution, including without limitation the removal of the Oto Page, (ii) each party shall cease using the other party's Confidential Information, and upon request, return or destroy all tangible copies of the other party's Confidential Information in its possession and (iii) any Fees earned prior to the date of termination, but which are unpaid, shall be paid within thirty (30) days after the date of termination.
- 9.4. **Survival of Obligations.** Upon any expiration or termination of this Agreement for any reason, each party will be released from all obligations to the other arising after the date of expiration or termination, except as otherwise provided in this Agreement. The rights and obligations of the parties contained in this Section and Sections 1 (Definitions), 2.3 (Compensation), 4 and 5 (Ownership of Intellectual Property), 7 (Confidential Information), 8 (Limitation of Liability), 9.4 (Effects for Termination), 10.10 (Indemnification of Lender by Oto) and 11 (General) and **Exhibit A** (Oto Fee Structure) will survive the expiration or termination of this Agreement.

10. **OTO REPRESENTATIONS, WARRANTIES, AND COVENANTS**

- 10.1. The individual signing this Agreement has the authority to enter into this Agreement on behalf of Oto.
- 10.2. Oto shall (i) comply, and shall cause its agents, representatives, employees, vendors, and service providers to comply, with Applicable Law in its performance of this Agreement, (ii) not take any action or fail to take any action in its performance of this Agreement that it knows or reasonably should know will cause another party to violate Applicable Law, and (iii) shall maintain commercially reasonable policies and procedures to govern its compliance with Applicable Law in its performance of this Agreement.
- 10.3. To the best of Oto's knowledge, all statements in any materials given in connection with a Customer, Qualified Referral, and in the Agreement, are true and correct and are not materially misleading in any respect.
- 10.4. Oto represents and warrants that: (i) it is a validly organized and existing entity in good standing in its state of registration, (ii) it is duly qualified to transact business in all jurisdictions in which it is transacting business in which the nature of Lender's activities makes such qualification necessary and has any and all licenses needed to perform hereunder, and (iii) it has the full power and authority to execute and deliver this Agreement and to perform all of its services and obligations hereunder.
- 10.5. All information provided to Lender by Oto is information that Oto may lawfully share with Lender and the sharing of such information with Lender and the use of such information by Lender is permissible under Applicable Law and any applicable privacy policy and any other contractual terms between Oto and the subject(s) of the information.
- 10.6. During the Term of this Agreement, Oto shall maintain insurance with terms, coverage, and limits customary for a prudent insured that is (i) engaged in Oto's industry within the state(s) in which Oto operates, and/or (ii) conducting activities or providing services similar to those of Oto under this Agreement.
- 10.7. Oto will not accept funds from any Customer on behalf of the Lender, including but not limited to funds to be placed on deposit with the Lender, payment on any credit extended by the Lender or payment for any other product or service offered by the Lender.

- 10.8. Oto will not represent the terms of any product or service of the Lender to any Customer except as set forth in materials provided to Oto by the Lender for Oto's use in soliciting referrals; or alter in any manner (including but not limited to by omission or oral representation) or combine with materials not provided by the Lender, materials provided by the Lender for Oto's use in soliciting referrals; or fail to comply with Lender's requirements with respect to Customer disclosures, advertising, and other promotional material.
- 10.9. Oto will not receive anything of value, as set forth in the Bank Bribery Act, or pay, allow or offer to pay any compensation of any kind to any Customer in connection with a Lender product or service; provided that the foregoing shall not apply to rebates and other marketing inducements offered by the Lender, if any, as may be described in materials provided by the Lender for Oto's use in soliciting referrals.
- 10.10. Oto hereby agrees to, and shall, pay and reimburse and be liable to Lender and each director, officer, employee, affiliate, assign, and agent of Lender (Lender and each such other person or entity being an "Indemnified Party") on demand for, and indemnify and hold harmless each such Indemnified Party from and against, any and all losses, liabilities, judgments, claims, causes of actions, costs and expenses (including reasonable fees and disbursements of legal counsel) incurred or suffered by any Indemnified Party in any way, directly or indirectly, arising out of or related to: (i) any false, inaccurate, untrue or incomplete representation or warranty made by Oto in this Agreement; (ii) the non-fulfillment, non-performance, or breach by Oto of any covenant, condition or obligation in this Agreement; (iii) any violation of Applicable Law by Oto or any of its directors, officers, or employees; and/or (iv) negligence, gross negligence or willful misconduct on the part of Oto under this Agreement.
- 10.11. Oto shall retain all information, data, communications, and all other documents, including both hard copy and electronic versions, in its native format, provided to it by any Customer or created by Oto in association with a Qualified Referral (collectively, the "Customer Documents") for at least two years from the date of Approval of a Qualified Referral, or longer to the extent required to comply with Applicable Law. Oto shall make the Customer Documents available to Lender at Oto's expense for any purposes, including but not limited to the purpose of responding to any government-issued Subpoena related to the related Approved Qualified Referral or Customer.

11. LENDER REPRESENTATIONS, WARRANTIES, AND COVENANTS

- 11.1. The individuals signing this Agreement have the authority to enter into this Agreement on behalf of Lender.
- 11.2. Lender shall (i) comply, and shall cause its agents, representatives, employees, vendors, and service providers to comply, with Applicable Law in its performance of this Agreement, (ii) not take any action or fail to take any action in its performance of this Agreement that it knows or reasonably should know will cause another party to violate Applicable Law, (iii) shall maintain commercially reasonable policies and procedures to govern its compliance with Applicable Law in its performance of this Agreement, and (iv) Lender has the full power and authority to execute and deliver this Agreement and to perform all of its services and obligations hereunder.
- 11.3. To the best of Lender's knowledge, all statements in any materials given by Lender in connection with a Customer, Qualified Referral, and in the Agreement, are true and correct and are not materially misleading in any respect.
- 11.4. Lender is a validly organized and existing entity in good standing in its state of registration and is duly qualified to transact business in all jurisdictions in which it is transacting business.
- 11.5. All information provided to Oto by Lender is information that Lender may lawfully share with Oto and the sharing of such information with Oto and the use of such information by Oto is permissible under any applicable privacy policy and any other contractual terms between the Lender and the subject(s) of the information.
- 11.6. During the Term of this Agreement, Lender shall maintain insurance with terms, coverage, and limits customary for a prudent insured that is (i) engaged in Lender's industry within the state(s) in which Lender operates, and/or (ii) conducting activities or providing services similar to those of Lender under this Agreement.
- 11.7. Lender hereby agrees to, and shall, pay and reimburse and be liable to Oto and each director, officer, employee, affiliate, assign, and agent of Oto (Oto and each such other person or entity being an "Indemnified Party") on demand for, and indemnify and hold harmless each such Indemnified Party from and against, any and all losses, liabilities, judgments, claims, causes of actions, costs and expenses (including reasonable fees and disbursements of legal counsel) incurred or suffered by any Indemnified Party in any way, directly or indirectly, arising out of or related to: (i) any false, inaccurate, untrue or incomplete representation or warranty made by Lender in this Agreement; (ii) the non-fulfillment, non-performance, or breach by Lender of any covenant, condition or obligation in this Agreement; (iii) any

violation of Applicable Law by Lender or any of its directors, officers, or employees; and/or (iv) negligence, gross negligence or willful misconduct on the part of Lender under this Agreement.

12. GENERAL.

- 12.1. Severability. In the event that any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.
- 12.2. Assignment; Waiver. Neither party may sell, assign, sublicense, convey, encumber or transfer this Agreement or any of either party's rights or obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld. Any attempted assignment or transfer without such written consent shall be null and void.
- 12.3. Waivers and Remedies. No delay or omission to exercise any right, power or remedy accruing to either party, upon any breach or default of the other party under this Agreement, shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of either party of any breach or default by the other party under this Agreement, or any waiver of any provisions or conditions of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, by law or otherwise afforded to either party, shall be cumulative and not alternative.
- 12.4. Attorney's Fees. If either party elects to pursue legal action to enforce its rights under this Agreement, by arbitration or otherwise, then the prevailing party in such action shall be entitled to receive from the losing party all costs and expenses, including but not limited to the reasonable fees of attorneys, accountants, and other experts, incurred by the prevailing party in investigating and prosecuting (or defending) such action in such arbitration or at the initial trial and appellate levels. The prevailing party as defined in this section shall be determined based upon an assessment of which party's arguments or positions could fairly be said to have prevailed over the other party's arguments or positions on major disputed issues in the arbitration or at trial. Such assessment should include evaluation of: the amount of the net recovery; the primary issues disputed by the parties; whether the amount of the award comprises a significant percentage of the amount sought by the claimant; and the most recent settlement positions of the parties.
- 12.5. Injunctive Relief. Each party acknowledges that certain breaches of this Agreement may cause irreparable harm for which money damages would be an inadequate remedy. Accordingly, upon certain breaches or threatened breaches of this Agreement, the breaching Party hereby acknowledges that the non-breaching Party shall be entitled to seek injunctive or other equitable relief, in addition to any other remedies to which it may be entitled, including money damages.
- 12.6. Relationship of Parties. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- 12.7. Rights and Obligations of Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation of any third parties to any Party, nor shall any provision give any third party any right of subrogation or action against any Party.
- 12.8. Notices. Any notice, request, consent or other communication required or permitted by this Agreement shall be in writing addressed to Lender or to an authorized Oto representative and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by email, effective (A) when the sender receives an automated message from the recipient confirming delivery or (B) one hour after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, whichever happens first, but if the delivery or receipt is on a day which is not a business day or is after 5:00 pm (addressee's time), it is deemed to be received at 9:00 am on the following business day; or (d) by certified or registered mail, return receipt requested, upon verification of receipt.

Notices to each party shall be sent to the address set forth below, or to such other address as a party may provide in writing:

Notices to Oto:

Oto: Oto Analytics, Inc.
Attention: Legal Dept
Address: [REDACTED]
City/State/Zip: San Francisco CA 94104
Email: [REDACTED]@womply.com

Notices to LENDER:

Harvest Small Business Finance, LLC
Attention: [REDACTED]
[REDACTED] Laguna Hills, California 92653
Email: [REDACTED]@harvestcref.com

- 12.9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California, excluding its conflict of law rules. Each Party irrevocably consents to the exclusive jurisdiction of the courts of the State of California and the federal courts situated therein, in connection with all proceedings related to this Services Agreement. It is further irrevocably agreed that venue shall lie in the courts located in the City of Los Angeles.
- 12.10. Entire Agreement; Modification. This Agreement, including any Exhibits hereto, is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes all other prior and contemporaneous negotiations and agreements, oral or written, including without limitation any prior agreements, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, signed by the parties and expressly referencing an intent to modify, alter, or amend this Agreement.
- 12.11. Headings. The headings of the Sections of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of any provisions hereof.
- 12.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Effective Date: January 7th, 2021

OTO:

By: [REDACTED]

Name: Cory Capoccia

Title: President

LENDER: H

By: [REDACTED]

Name: [REDACTED]

Title: Chief Financial Officer

Exhibit A

Oto Fee Structure

A **"Monthly Period"** means each month during the Term of the Agreement.

The **"Referral Fee Rate"** means the rates as outlined in the below table.

The **"Referral Fee Term"** means the Term of this Agreement.

The **"Referral Fee"** payable by Lender to Oto for each Approved Qualified Referral shall be a one-time payment equal to the aggregate value of each applicable Lender Solution (Loan) Amount resulting from an Approved Qualified Referral, multiplied by the applicable Referral Fee Rate for such Loan Amount as set forth in this chart: .

Lender Solution (Loan) Amount	Referral Fee Rate
\$50,000 and under	The lessor of 15% of the Loan Amount or or \$750
Greater than \$50,000 to \$349,999.99	1.5%
\$350,000 to \$1,999,999.99	0.9%

- For the avoidance of any doubt about the value of the Referral Fee Rate in the above table, for example, if the Referral Fee rate is 0.90%, 0.90% is equal to 90 basis points.
- Except as set forth in this Agreement, Lender shall make Referral Fee payments earned within an applicable Monthly Period within thirty (30) calendar days after the end of such Monthly Period.
- Any terms used but not defined herein shall have the meaning as defined in the Referral Agreement.
- Referral Fees earned prior to the date of termination, but which are unpaid, shall be paid within thirty (30) calendar days after the date of termination.
- By way of example, see the below table for a sample calculation of Referral Fees payable for a sample Monthly Period.

Approved Qualified Referral	Lender Solution (Loan) Amount	Referral Fee Rate	Agent Referral Fee
Sample 1	\$ 49,365.20	\$750	\$750
Sample 2	\$ 285,485.35	1.5%	\$4,282.28
Sample 3	\$ 1,785,354.25	0.9%	\$16,068.19
Referral Fee Payment			\$ 21,100.47

Exhibit B

Oto Logo(s)

Available for download at <https://www.womply.com/brand/>

Lender Logo

Exhibit C

Payment Preferences

Please indicate your payment preferences below:

☐ Check

☒ ACH

If you prefer check remittance, what is the address you want the check sent to:

Address: _____

If you prefer ACH remittance, what is your bank information?

Bank Name: [REDACTED]

Bank Address: [REDACTED]

Name on Account: OTO ANALYTICS, INC

Company Address: [REDACTED]

Routing #: [REDACTED]

Account #: [REDACTED]

TITLE	Harvest_Womply Agreement Execution Copy
FILE NAME	Harvest - Poppy P...xecution Copy.pdf
DOCUMENT ID	9110aa1fccb34b908c0388276bc890165a119c6f
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	☑ Completed

Document History



01 / 08 / 2021
01:12:53 UTC

Sent for signature to Cory Capoccia [REDACTED]@womply.com) from [REDACTED]@womply.com



01 / 08 / 2021
01:58:37 UTC

Viewed by Cory Capoccia [REDACTED]@womply.com)



01 / 08 / 2021
01:58:52 UTC

Signed by Cory Capoccia [REDACTED]@womply.com)



COMPLETED

01 / 08 / 2021
01:58:52 UTC

The document has been completed.

REFERRAL AGREEMENT

This Referral Agreement (this "**Agreement**") is entered into and made effective as of the date set forth on the signature page to this Agreement (the "**Effective Date**"), by and between Harvest Small Business Finance, LLC, having an office at [REDACTED] Laguna Hills, CA 92653 ("**Lender**"), and Oto Analytics, Inc, a Corporation organized under the laws of the state of Delaware, having its principal place of business at [REDACTED] San Francisco CA 94104 ("**Oto**") (Oto and Lender are collectively the "**Parties**" and individually each a "**Party**").

RECITALS

WHEREAS, Oto may become aware of certain referral opportunities for Small Business Administration Paycheck Protection Program loans made available by the Lender under the Coronavirus Aid, Relief and Economic Security Act ("**CARES Act**"); and

WHEREAS, Lender and Oto desire to enter into this Agreement to establish the terms and conditions of their relationship.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS.

"**Agreement**" has the meaning set forth in the preamble.

"**Applicable Law**" means, with respect to any person, any law (including common law), ordinance, statute, treaty, rule, order, regulation, official directive, consent, approval, opinion, interpretation, regulatory guidance, authorization or other determination or finding of any Governmental Body, applicable to or binding upon such person or to which such person is subject, whether federal, state, county, local, foreign or otherwise, as may be amended and in effect from time to time, including but not limited to the Bank Secrecy Act, the Gramm Leach Bliley Act, the California Consumer Privacy Act, the prohibition against unfair and deceptive acts and practices in the Federal Trade Commission Act, state data security laws, the USA PATRIOT Act, and any rules, procedures, processes, interim final rules, laws, statutes, or other regulations of, or related to, the Small Business Administration.

"**Approve(d)**" means a Qualified Referral which has (i) provided a Lender Customer Agreement to Lender as described in Section 2.2, (ii) received the final credit approval necessary to use the Lender Solution, (iii) for which the respective Lender Solution was funded, and (iv) the Lender was paid its fee for origination under the CARES Act.

"**Customer**" means an entity, firm, corporation, or enterprise identified by Oto as a potential user of the Lender Solution to whom Oto markets, or has marketed, the Lender Solution for and on behalf of Lender.

"**Fee Structure**" means Exhibit A (Oto Fee Structure) attached hereto and incorporated herein by reference.

"**Lender Customer Agreement**" means a written, fully completed and executed Paycheck Protection Program Application Form (including all required completed forms and supporting documentation necessary for a credit decision to be made).

"**Lender Solution**" means Small Business Administration Paycheck Protection Program loans that Lender makes available from time to time.

"**Qualified Referral**" means each Customer referred by Oto to Lender through registration of the Customer as described in Section 2.2.

"**Referral Fee**" means the amount to be paid to Oto by Lender for each applicable Approved Qualified Referral as further described in the Fee Structure.

"**Territory**" means the United States of America.

2. REFERRAL PROVISIONS.

2.1. Non-Exclusive Referral Source. Oto acknowledges that it is a non-exclusive solicitation and referral source for Customers in the Territory for the promotion of the Lender Solution to Customers.

2.2. Registration of Customers. The submission of a Lender Customer Agreement by Customer through the link provided by Lender to Oto, located at the co-branded Oto/Lender landing page, shall be deemed a referral of Customers under this Agreement.

2.3. Compensation.

2.3.1. Referral Fee: Subject to the terms of this Agreement, Lender shall pay Oto any Referral Fee that is earned under the terms of the Fee Structure on a monthly basis.

2.3.2. If Oto believes that the amount of any Referral Fees paid was incorrect, or that Lender has not paid Referral Fees as required under this Agreement ("**Disputed Referral Fees**"), then Oto shall provide written notice to Lender of any such error within thirty (30) days of the end of the month related to such Disputed Referral Fees. Upon receipt of such notice of Disputed Referral Fees, Lender shall provide evidence describing in detail the computation of such Disputed Referral Fees to Oto with twenty (20) days after receipt of such written notice.

3. **OTO'S OBLIGATIONS.**

3.1. **Name Use.** In all Oto promotional efforts, Oto will use the name used by Lender for the Lender Solution. Oto will not represent or imply that Oto is the Lender or has the power to bind the Lender.

3.2. **Other Agreements.** Oto does not have the authority to, and shall not, enter into any agreement, contract or arrangement with any Customer or any other person, firm, corporation, entity or enterprise on behalf of the Lender or in any way impose any legal obligation on Lender.

3.3. **Landing Page.** Oto will provide a Landing Page ("Oto Page") that directs Customers to apply for the Lender Solution on the Lender's website.

3.4. **Sales and Marketing.**

3.4.1. Oto shall use best efforts to market and promote the Lender Solution to Customers and to provide Customer service.

3.4.2. Oto may assist Customers with completing and submitting the Lender Customer Agreement to Lender.

3.4.3. If Lender makes any marketing or promotional materials available to Oto, then Oto shall not modify those materials without the prior written approval of Lender.

3.4.4. Oto shall not use any marketing or promotional materials approved by Lender for any purpose other than fulfilling the terms of this Agreement.

4. **OWNERSHIP OF OTO INTELLECTUAL PROPERTY.** Lender agrees that Oto owns all rights, title and interest in and to Oto's patents, trademarks, service marks, trade names, trade secrets, logos, and any other intellectual property or identifiers created or used by Oto (collectively, the "**Oto Marks**"). Lender shall not, at any time during the term of this Agreement, or anytime thereafter, dispute or contest, directly or indirectly, Oto's right and title to the Oto Marks or the validity thereof or assist any third party to do so. Lender shall not apply for or register the Oto Marks or any confusingly similar trademarks or service marks during the term of this Agreement, or anytime thereafter. Lender acknowledges that it shall not acquire any rights in the Oto Marks hereunder. Oto shall own all trademark and service mark rights, if any, in the Oto Marks created by any such uses by Lender.

5. **OWNERSHIP OF LENDER INTELLECTUAL PROPERTY.** Oto agrees that Lender owns all rights, title and interest in and to Lender's patents, trademarks, service marks, trade names, trade secrets, logos, and any other intellectual property or identifiers created or used by Lender (collectively, the "**Lender Marks**"). Oto shall not, at any time during the term of this Agreement, or anytime thereafter, dispute or contest, directly or indirectly, Lender's right and title to the Lender Marks or the validity thereof or assist any third party to do so. Oto shall not apply for or register the Lender Marks or any confusingly similar trademarks or service marks during the term of this Agreement, or anytime thereafter. Oto acknowledges that it shall not acquire any rights in the Lender Marks hereunder. Lender shall own all trademark and service mark rights, if any, in the Lender Marks created by any such uses by Oto.

6. **GRANT OF LICENSE.**

6.1. **Grant of Oto License.** Subject to the terms and conditions of this Agreement, Oto grants to Lender a non-exclusive, non-transferable, limited license to access and use the Oto logo(s), as found in Exhibit B, ("**Oto Logo(s)**"), only to the extent necessary to accomplish the purposes of this Agreement, including but not limited to in cobranded marketing collateral, webpages, and other materials deemed appropriate for fulfilling the purposes of this Agreement. For clarity, notwithstanding the foregoing, under no circumstances shall Lender have a license to or in, or any right to access, any of Oto's source code or software package.

6.2. **Grant of Lender License.** Subject to the terms and conditions of this Agreement, Lender grants to Oto a non-exclusive, non-transferable, limited license to access and use the Lender logo(s), as found in Exhibit B ("**Lender Logo(s)**"), only to the extent necessary to accomplish the purposes of this Agreement, including but not limited to in cobranded marketing collateral, webpages, and other materials deemed appropriate for fulfilling the purposes of this Agreement. For clarity, notwithstanding the foregoing, under no circumstances shall Oto have a license to or in, or any right to access, any of Lender's source code or software package.

7. **CONFIDENTIAL INFORMATION.**

- 7.1. **Definition of Confidential Information.** For the purposes of this Agreement, "**Confidential Information**" means non-public information about the disclosing party's business or activities that is proprietary and confidential, which shall include, without limitation, all business, financial, technical and other information of a party marked or designated "confidential" or by its nature or the circumstances surrounding its disclosure should reasonably be regarded as confidential. Confidential Information includes not only written or other tangible information, but also information transferred orally, visually, electronically or by any other means. Confidential Information includes, but is not limited to, (i) all information of or about current Lender customers, potential Lender Customers (unless such information is obviously in the public domain), and this Agreement and its Lender Exhibits (Oto may, however, disclose to potential customers that Oto has a referral arrangement with Lender) and (ii) any proprietary and Confidential Information of third parties that is in Oto's possession and that is provided to Lender. Confidential Information will not include information that (i) is in or enters the public domain without breach of this Agreement, (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation, or (iii) the receiving party knew prior to receiving such information from the disclosing party or develops independently, as evidenced in the written records of receiving party.
- 7.2. **Obligations.** Each party agrees (i) that it will not disclose to any third party or use any Confidential Information disclosed to it except as expressly permitted in this Agreement, (ii) that it will comply with all Applicable Law relating to Confidential Information, and (iii) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own Confidential Information of similar importance.
- 7.3. **Exceptions.** Notwithstanding the foregoing, each party may disclose Confidential Information (i) to the other party, as allowed under such party's privacy policy or as otherwise allowed under Section 7.4 below, (ii) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law with 5 days written notice to the other party of the intent to disclose, or (iii) on a "need-to-know" basis under an obligation of confidentiality at least as restrictive as in this Agreement to its legal counsel, accountants, independent contractors, financial institutions and other financing sources and their advisors. Except as set forth in this Section, the terms and conditions of the Agreement will be deemed to be Confidential Information and shall not be disclosed without the prior written consent of the other party.
- 7.4. **Data Sharing.** Under the terms of this Agreement, Lender may share the following types of information with Oto:
- 7.4.1. Approved Qualified Referral's name;
 - 7.4.2. Approved Qualified Referral's Lender Solution ID (e.g. Loan ID);
 - 7.4.3. Status of Customer's Lender Solution status (e.g. approval or denial status of Customer);
 - 7.4.4. Lender Solution amounts approved; and
 - 7.4.5. Expected date of Lender Solution funding.
- 7.5. **Injunctive Relief.** If the receiving party violates any of the provisions of this Confidential Information Section, the disclosing party (in addition to any other and additional rights or remedies it may have at law, in equity, or by statute) shall be entitled to seek immediate and permanent injunctive relief, it being agreed that the damages that the disclosing party would sustain upon such violation are difficult or impossible to ascertain in advance. The posting of a bond shall not be required as a pre-condition to such injunctive relief.

8. **LIMITATION OF LIABILITY.**

- 8.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR (I) A PARTY'S OBLIGATIONS UNDER SECTION 7 (CONFIDENTIAL INFORMATION), (II) OTO'S INDEMNIFICATION OBLIGATION UNDER SECTION 10.10, OR (III) LENDER'S OBLIGATIONS TO PAY TO OTO THE FEES PURSUANT TO THIS AGREEMENT, EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID BY LENDER TO OTO UNDER THIS AGREEMENT DURING THE LIFE OF THE AGREEMENT, LESS IN ALL CIRCUMSTANCES ANY AMOUNTS PREVIOUSLY PAID IN SATISFACTION OF LIABILITY UNDER THIS AGREEMENT.

8.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR (I) A PARTY'S OBLIGATIONS UNDER SECTION 7 (CONFIDENTIAL INFORMATION) OR (II) OTO'S INDEMNIFICATION OBLIGATION UNDER SECTION 10.10, IN NO EVENT WILL EITHER PARTY BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS AND SERVICES WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9. **TERM; TERMINATION.**

- 9.1. **Term.** Except as otherwise provided in this Agreement, this Agreement will commence on the Effective Date and shall remain in effect for a period of one (1) year (the "**Initial Term**"). This Agreement will automatically renew for consecutive annual periods unless terminated by either party by providing at least thirty (30) days prior written notice before the end of the then effective term (each a "**Renewal Period**") (the Initial Period, together with any such annual Renewal Periods, the "**Term**").
- 9.2. **Termination.** Either party may terminate this Agreement at any time, with or without cause, with such termination effective fifteen (15) days, or as more as may be immediately required by law, after such terminating party's delivery to the non-terminating party of such written notice of termination.
- 9.3. **Effects of Termination.** Upon termination of this Agreement for any reason (i) Oto will cease all activities related to referring Customers and to Lender and the Lender Solution, including without limitation the removal of the Oto Page, (ii) each party shall cease using the other party's Confidential Information, and upon request, return or destroy all tangible copies of the other party's Confidential Information in its possession and (iii) any Fees earned prior to the date of termination, but which are unpaid, shall be paid within thirty (30) days after the date of termination.
- 9.4. **Survival of Obligations.** Upon any expiration or termination of this Agreement for any reason, each party will be released from all obligations to the other arising after the date of expiration or termination, except as otherwise provided in this Agreement. The rights and obligations of the parties contained in this Section and Sections 1 (Definitions), 2.3 (Compensation), 4 and 5 (Ownership of Intellectual Property), 7 (Confidential Information), 8 (Limitation of Liability), 9.4 (Effects for Termination), 10.10 (Indemnification of Lender by Oto) and 11 (General) and Exhibit A (Oto Fee Structure) will survive the expiration or termination of this Agreement.

10. **OTO REPRESENTATIONS, WARRANTIES, AND COVENANTS**

- 10.1. The individual signing this Agreement has the authority to enter into this Agreement on behalf of Oto.
- 10.2. Oto shall (i) comply, and shall cause its agents, representatives, employees, vendors, and service providers to comply, with Applicable Law in its performance of this Agreement, (ii) not take any action or fail to take any action in its performance of this Agreement that it knows or reasonably should know will cause another party to violate Applicable Law, and (iii) shall maintain commercially reasonable policies and procedures to govern its compliance with Applicable Law in its performance of this Agreement.
- 10.3. To the best of Oto's knowledge, all statements in any materials given in connection with a Customer, Qualified Referral, and in the Agreement, are true and correct and are not materially misleading in any respect.
- 10.4. Oto represents and warrants that: (i) it is a validly organized and existing entity in good standing in its state of registration, (ii) it is duly qualified to transact business in all jurisdictions in which it is transacting business in which the nature of Lender's activities makes such qualification necessary and has any and all licenses needed to perform hereunder, and (iii) it has the full power and authority to execute and deliver this Agreement and to perform all of its services and obligations hereunder.
- 10.5. All information provided to Lender by Oto is information that Oto may lawfully share with Lender and the sharing of such information with Lender and the use of such information by Lender is permissible under Applicable Law and any applicable privacy policy and any other contractual terms between Oto and the subject(s) of the information.
- 10.6. During the Term of this Agreement, Oto shall maintain insurance with terms, coverage, and limits customary for a prudent insured that is (i) engaged in Oto's industry within the state(s) in which Oto operates, and/or (ii) conducting activities or providing services similar to those of Oto under this Agreement.
- 10.7. Oto will not accept funds from any Customer on behalf of the Lender, including but not limited to funds to be placed on deposit with the Lender, payment on any credit extended by the Lender or payment for any other product or service offered by the Lender.

- 10.8. Oto will not represent the terms of any product or service of the Lender to any Customer except as set forth in materials provided to Oto by the Lender for Oto's use in soliciting referrals; or alter in any manner (including but not limited to by omission or oral representation) or combine with materials not provided by the Lender, materials provided by the Lender for Oto's use in soliciting referrals; or fail to comply with Lender's requirements with respect to Customer disclosures, advertising, and other promotional material.
- 10.9. Oto will not receive anything of value, as set forth in the Bank Bribery Act, or pay, allow or offer to pay any compensation of any kind to any Customer in connection with a Lender product or service; provided that the foregoing shall not apply to rebates and other marketing inducements offered by the Lender, if any, as may be described in materials provided by the Lender for Oto's use in soliciting referrals.
- 10.10. Oto hereby agrees to, and shall, pay and reimburse and be liable to Lender and each director, officer, employee, affiliate, assign, and agent of Lender (Lender and each such other person or entity being an "Indemnified Party") on demand for, and indemnify and hold harmless each such Indemnified Party from and against, any and all losses, liabilities, judgments, claims, causes of actions, costs and expenses (including reasonable fees and disbursements of legal counsel) incurred or suffered by any Indemnified Party in any way, directly or indirectly, arising out of or related to: (i) any false, inaccurate, untrue or incomplete representation or warranty made by Oto in this Agreement; (ii) the non-fulfillment, non-performance, or breach by Oto of any covenant, condition or obligation in this Agreement; (iii) any violation of Applicable Law by Oto or any of its directors, officers, or employees; and/or (iv) negligence, gross negligence or willful misconduct on the part of Oto under this Agreement.

11. LENDER REPRESENTATIONS, WARRANTIES, AND COVENANTS

- 11.1. The individuals signing this Agreement have the authority to enter into this Agreement on behalf of Lender.
- 11.2. Lender shall (i) comply, and shall cause its agents, representatives, employees, vendors, and service providers to comply, with Applicable Law in its performance of this Agreement, (ii) not take any action or fail to take any action in its performance of this Agreement that it knows or reasonably should know will cause another party to violate Applicable Law, (iii) shall maintain commercially reasonable policies and procedures to govern its compliance with Applicable Law in its performance of this Agreement, and (iv) Lender has the full power and authority to execute and deliver this Agreement and to perform all of its services and obligations hereunder.
- 11.3. To the best of Lender's knowledge, all statements in any materials given in connection with a Customer, Qualified Referral, and in the Agreement, are true and correct and are not materially misleading in any respect.
- 11.4. Lender is a validly organized and existing entity in good standing in its state of registration and is duly qualified to transact business in all jurisdictions in which it is transacting business.
- 11.5. All information provided to Oto by Lender is information that Lender may lawfully share with Oto and the sharing of such information with Oto and the use of such information by Oto is permissible under any applicable privacy policy and any other contractual terms between the Lender and the subject(s) of the information.
- 11.6. During the Term of this Agreement, Lender shall maintain insurance with terms, coverage, and limits customary for a prudent insured that is (i) engaged in Lender's industry within the state(s) in which Lender operates, and/or (ii) conducting activities or providing services similar to those of Lender under this Agreement.
- 11.7. Lender hereby agrees to, and shall, pay and reimburse and be liable to Oto and each director, officer, employee, affiliate, assign, and agent of Oto (Oto and each such other person or entity being an "Indemnified Party") on demand for, and indemnify and hold harmless each such Indemnified Party from and against, any and all losses, liabilities, judgments, claims, causes of actions, costs and expenses (including reasonable fees and disbursements of legal counsel) incurred or suffered by any Indemnified Party in any way, directly or indirectly, arising out of or related to: (i) any false, inaccurate, untrue or incomplete representation or warranty made by Lender in this Agreement; (ii) the non-fulfillment, non-performance, or breach by Lender of any covenant, condition or obligation in this Agreement; (iii) any violation of Applicable Law by Lender or any of its directors, officers, or employees; and/or (iv) negligence, gross negligence or willful misconduct on the part of Lender under this Agreement.

12. GENERAL

- 12.1. Severability. In the event that any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be

affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

- 12.2. Assignment; Waiver. Neither party may sell, assign, sublicense, convey, encumber or transfer this Agreement or any of either party's rights or obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld. Any attempted assignment or transfer without such written consent shall be null and void.
- 12.3. Waivers and Remedies. No delay or omission to exercise any right, power or remedy accruing to either party, upon any breach or default of the other party under this Agreement, shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of either party of any breach or default by the other party under this Agreement, or any waiver of any provisions or conditions of this Agreement must be made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement, by law or otherwise afforded to either party, shall be cumulative and not alternative.
- 12.4. Attorney's Fees. If either party elects to pursue legal action to enforce its rights under this Agreement, by arbitration or otherwise, then the prevailing party in such action shall be entitled to receive from the losing party all costs and expenses, including but not limited to the reasonable fees of attorneys, accountants, and other experts, incurred by the prevailing party in investigating and prosecuting (or defending) such action in such arbitration or at the initial trial and appellate levels. The prevailing party as defined in this section shall be determined based upon an assessment of which party's arguments or positions could fairly be said to have prevailed over the other party's arguments or positions on major disputed issues in the arbitration or at trial. Such assessment should include evaluation of: the amount of the net recovery; the primary issues disputed by the parties; whether the amount of the award comprises a significant percentage of the amount sought by the claimant; and the most recent settlement positions of the parties.
- 12.5. Injunctive Relief. Each party acknowledges that certain breaches of this Agreement may cause irreparable harm for which money damages would be an inadequate remedy. Accordingly, upon certain breaches or threatened breaches of this Agreement, the breaching Party hereby acknowledges that the non-breaching Party shall be entitled to seek injunctive or other equitable relief, in addition to any other remedies to which it may be entitled, including money damages.
- 12.6. Relationship of Parties. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- 12.7. Rights and Obligations of Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation of any third parties to any Party, nor shall any provision give any third party any right of subrogation or action against any Party.
- 12.8. Notices. Any notice, request, consent or other communication required or permitted by this Agreement shall be in writing addressed to Lender or to an authorized Oto representative and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by email, effective (A) when the sender receives an automated message from the recipient confirming delivery or (B) one hour after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, whichever happens first, but if the delivery or receipt is on a day which is not a business day or is after 5:00 pm (addressee's time), it is deemed to be received at 9:00 am on the following business day; or (d) by certified or registered mail, return receipt requested, upon verification of receipt.

Notices to each party shall be sent to the address set forth below, or to such other address as a party may provide in writing:

Notices to Oto:

Oto: Oto Analytics, Inc.
Attention: Legal Dept
Address: [REDACTED]
City/State/Zip: San Francisco CA 94104
Email: [REDACTED]@womply.com

Notices to LENDER:

Harvest Small Business Finance, LLC

Attention: [REDACTED]

[REDACTED] Laguna Hills, California 92653

Email: [REDACTED]@harvestcref.com

- 12.9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California, excluding its conflict of law rules. Each Party irrevocably consents to the exclusive jurisdiction of the courts of the State of California and the federal courts situated therein, in connection with all proceedings related to this Services Agreement. It is further irrevocably agreed that venue shall lie in the courts located in the City of Los Angeles.
- 12.10. Entire Agreement; Modification. This Agreement, including any Exhibits hereto, is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes all other prior and contemporaneous negotiations and agreements, oral or written, including without limitation any prior agreements, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, signed by the parties and expressly referencing an intent to modify, alter, or amend this Agreement.
- 12.11. Headings. The headings of the Sections of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of any provisions hereof.
- 12.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Effective Date: April 6, 2020

OTO:

By: [REDACTED]

Name: Cory Capoccia

Title: President

LENDER: H

By: [REDACTED]

Name: [REDACTED]

Title: Chief Financial Officer

Exhibit A

Oto Fee Structure

A "**Monthly Period**" means each month during the Term of the Agreement.

The "**Referral Fee Rate**" means the rates as outlined in the below table.

The "**Referral Fee Term**" means the Term of this Agreement.

The "**Referral Fee**" payable by Lender to Oto for each Approved Qualified Referral shall be a one-time payment equal to the aggregate value of each applicable Lender Solution (Loan) Amount resulting from an Approved Qualified Referral, multiplied by the applicable Referral Fee Rate for such Loan Amount.

Lender Solution (Loan) Amount	Referral Fee Rate
\$350,000 and under	1.00%
Greater than \$350,000 to \$1,999,999.99	0.50%
\$2,000,000 or greater	0.25%

- For the avoidance of any doubt about the value of the Referral Fee Rate in the above table, for example, if the Referral Fee rate is 0.50%, 0.50% is equal to 50 basis points.
- Except as set forth in this Agreement, Oto shall make Referral Fee payments earned within an applicable Monthly Period within thirty (30) calendar days after the end of such Monthly Period.
- Any terms used but not defined herein shall have the meaning as defined in the Referral Agreement.
- Referral Fees earned prior to the date of termination, but which are unpaid, shall be paid within thirty (30) calendar days after the date of termination.
- By way of example, see the below table for a sample calculation of Referral Fees payable for a sample Monthly Period.

Approved Qualified Referral	Lender Solution (Loan) Amount	Referral Fee Rate	Referral Fee
Sample 1	\$ 259,365.20	1.00%	\$ 2,593.65
Sample 2	\$ 3,985,485.35	0.25%	\$ 9,963.71
Sample 3	\$ 9,785,354.25	0.25%	\$ 24,463.39
Sample 4	\$ 25,963.54	1.00%	\$ 259.64
Sample 5	\$ 854,765.54	0.50%	\$ 4,273.83
Sample 6	\$ 6,875,412.25	0.25%	\$ 17,188.53
Sample 7	\$ 635,874.21	0.50%	\$ 3,179.37
Sample 8	\$ 298,632.54	1.00%	\$ 2,986.33
Sample 9	\$ 1,985,362.57	0.50%	\$ 9,926.81
Sample 10	\$ 3,698,512.20	0.25%	\$ 9,246.28
Sample 11	\$ 789,254.10	0.50%	\$ 3,946.27
Monthly Referral Fee Payment			\$ 88,027.81

Exhibit B

Oto Logo(s)

Available for download at <https://www.womply.com/brand/>

Lender Logo

Exhibit C

Payment Preferences

Please indicate your payment preferences below:

☐ Check

☐ ACH

If you prefer check remittance, what is the address you want the check sent to:

Address: _____

If you prefer ACH remittance, what is your bank information?

Bank Name: [REDACTED]

Bank Address: [REDACTED] 95054 USA

Name on Account: OTO ANALYTICS, INC

Company Address: [REDACTED]

Routing #: [REDACTED]

Account #: [REDACTED]

January 13, 2021

Cory Capoccia
[REDACTED]

San Francisco, CA 94104

VIA E-MAIL: [REDACTED]@Womply.com

Re: Amendment to: i) the April 6, 2020 Referral Agreement; and,
ii) the January 7, 2021 Referral Agreement

Dear Cory:

Reference is hereby made to: i) that certain Referral Agreement with the effective date of April 6, 2020 attached hereto as Exhibit A (the 2020 Referral Agreement”) between Harvest Small Business Finance, LLC (“Harvest”) and Oto Analytics, Inc. (“Oto”); and, ii) that certain Referral Agreement with the effective date of January 7, 2021 attached hereto as Exhibit B (the “2021 Referral Agreement”) between Harvest and Oto.

The 2020 Referral Agreement and 2021 Referral Agreement shall both be amended as set forth in this letter agreement (“Letter Agreement”). This Letter Agreement represents an express intent to modify, alter, and amend the 2020 Referral Agreement and 2021 Referral Agreement, respectively, as contemplated in Section 12.10 of both agreements.

In accordance with Section 12.10 of the 2020 Referral Agreement, Harvest and Oto hereby agree to amend the 2020 Referral Agreement as provided herein:

1. Amendment.

- a. The definition of “Lender Solution” in Section 1 of the 2020 Referral Agreement shall be deleted in its entirety and replaced with the following:

“Lender Solution” means: i) Small Business Administration Paycheck Protection Program loans that Lender funded on or before December 26, 2020; and, ii) Small Business Administration Paycheck Protection Program second draw loans made to borrowers who have previously received a first draw loan originated by Harvest as contemplated by i) above.

In accordance with Section 12.10 of the 2021 Referral Agreement, Harvest and Oto hereby agree to amend the 2021 Referral Agreement as provided herein:

1. Amendment.

- a. The definition of “Lender Solution” in Section 1 of the 2021 Referral Agreement shall be deleted in its entirety and replaced with the following:

“Lender Solution” means: Small Business Administration Paycheck Protection Program loans funded on or after December 27, 2020 by Harvest and made only to borrowers to whom Harvest did not make a previous Paycheck Protection Program loan.

- b. The definition of Referral Fee and the accompanying chart set forth in Exhibit A to the 2021 Referral Agreement shall be deleted in its entirety and replaced with the following: The **“Referral Fee”** payable by Lender to Oto for each Approved Qualified Referral shall be a one-time payment equal to the aggregate value of each applicable Lender Solution (Loan) Amount resulting from an Approved Qualified Referral multiplied by the applicable Referral Fee Rate for such Loan Amount as set forth in this chart:

Lender Solution (Loan) Amount	Referral Fee Rate
\$50,000 and under	The lessor of 15% of the Loan Amount or a flat referral fee of \$750.
Greater than \$50,000 to \$349,999.99	1.5%
\$350,000.00 to \$1,999,999.99	0.9%
\$2,000,000.00 or greater	.3%

- c. The remainder of Exhibit A, including the bullet points following the above chart, shall remain unamended.

This Letter Agreement will be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to any choice of law principles. This Letter Agreement contains the entire agreement between the parties hereto with respect to the matters contemplated hereby and supersedes all previous written or oral negotiations, commitments and understandings. If any provision of this Letter Agreement is held to be invalid or unenforceable for any reason, the parties agree to negotiate in good faith an alternative provision that is not invalid or unenforceable and that carries out, as nearly as possible, the intent and purposes of the provision so held to be invalid or unenforceable.

This Letter Agreement may be executed in two counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Letter Agreement may be executed by facsimile or electronic signature and each such facsimile or electronic signature shall be treated in all respects as having the same effect as an original signature.

If the foregoing correctly reflects our understandings and agreements as to the matters set forth above, please so indicate by signing a counterpart hereof.

[Signature Page Follows]

Very truly yours,

**HARVEST SMALL BUSINESS
FINANCE, LLC**

By: _____
Name: [REDACTED]
Title: Chief Financial Officer

AGREED TO AND ACCEPTED THIS ____ DAY OF JANUARY, 2021

OTO ANALYTICS, INC.

By: _____
Name: Cory Capoccia
Title: President

[SIGNATURE PAGE OF LETTER AGREEMENT]



Womply Developer Order Form

Developer Information

Account:	Harvest Small Business Finance, LLC
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Order Information

Item	Detail
API Access Start Date:	March 1, 2021
API Access End Date ¹ :	The earlier of 12 months from the API Access Start Date or when this Order is terminated
API Services Commitment ² :	waived

API Services

API	Price ³
Tax Documents	\$250 per funded Paycheck Protection Program loan
Business Fraud Analytics	
Business Operations Verification	
Identity	
Account Verification	
PPP Portfolio Management System	

1. Oto Analytics, Inc. will provide the API Services set forth above during the term having the API Access Start Date and API Access End Date set forth above ("API Access Term"). The API Access Term shall renew for successive one (1) year API Access Terms (each, a "Renewal API Access Term") upon the mutual written consent of both parties. The Initial API Access Term and any Renewal API Access Term(s) will be collectively referred to herein as the "Term".
2. The API Services Commitment sets a minimum monthly fee for the API Services that will apply throughout the term as stated regardless of whether the Account uses the API Services. Further to that, the fees paid will be the greater of i) the API Service Commitment or ii) the volume of API Services consumed at their corresponding price. Fees will be billed monthly, in arrears, on or after the first day of each month for the API Services consumed during the preceding month.



3. Price for the API Services will automatically increase by 5% per year on each anniversary of the API Access Start Date.

Other Agreements

Any loans issued as a result of referrals made under the terms of this Form shall not be subject to any Referral Fee or other fee under the April 6, 2020 or January 7, 2021 Referral Agreements between Oto Analytics and Harvest Small Business Finance, LLC, or any amendments thereto made prior to the date of the execution of this Form (the "Referral Agreements"). Conversely, no loans referred under the Referral Agreements shall be subject to this Agreement, including with respect to any fee requirements under this Agreement. Oto Analytics will not submit any individual loans under the terms of this Form for SBA approval that are greater than \$50,000.

In the event there is any inconsistency between this Form (including the Womply Master Developer Agreement referenced below) and the March 1st, 2021 PPP Loan Referral Agreement between Oto Analytics and Harvest Small Business Finance, LLC, the PPP Loan Referral Agreement shall govern.

Terms of Use

This Order includes, incorporates and is subject to the Womply Master Developer Agreement located at <http://www.womply.com/mda>, which is hereby incorporated by reference and the Account hereby acknowledges and accepts, constitutes the entire agreement between Womply and Account governing the Services listed above ("Agreement"), to the exclusion of all other terms. The terms of this Order are Womply Confidential Information.



Signatures

Womply and the signatory below have caused this Order to be signed and effective, as of the last date signed below, by their duly authorized representatives ("Order Effective Date"). Account will be invoiced for any balance due starting on the Order Effective Date. The Subscription Start Date will commence on the date listed above. Committed API Access and API Services are non-cancelable before the API Access End Date:

Harvest Smart

~~Oto Analytics, Inc. d/b/a Womply~~

Signature:

Signature: _____

Name:

Name _____

Title: Chief Financial Officer

Title _____

Date: March 1, 2021

Date _____



Amended and Restated PPP Loan Referral Agreement

This Amended and Restated PPP loan referral agreement (the "**Agreement**") is made and entered into on March 1, 2021 (the "**Amendment Effective Date**") by and between Oto Analytics, Inc. d/b/a Womply ("**Womply**") and Harvest Small Business Finance, LLC (the "**Lender**"). In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Womply and Lender hereby agree as follows:

WHEREAS, Lender desires to engage in the origination, marketing, underwriting, and funding of loans, as well as the servicing, management and liquidation of the subsequently resulting loan portfolios, funded and created under the U.S. Small Business Administration ("**SBA**") Paycheck Protection Program (the "**PPP**");

WHEREAS, Lender has the ability to independently evaluate, process, close, service, liquidate, and litigate commercial loans;

WHEREAS, Womply has developed a technology platform that facilitates the completion and filing of loan applications under the SBA 7(a) Loan Program, including the PPP;

WHEREAS, Lender and Womply desire to establish an independent contractor relationship whereby Womply provides referrals and technology access to Lender in connection with potential loan applicants seeking loans under the PPP;

WHEREAS, Lender and Womply specifically acknowledge that Lender retains ultimate responsibility for all loan decisions, including approvals, underwriting, closings, disbursements, due diligence, and loan servicing actions (including those relating to loan deferments, loan forgiveness, and loan guarantees), as required by the SBA, and Womply will exercise all best efforts to comply with all regulatory requirements of the PPP; and

WHEREAS, Lender and Womply entered into that certain PPP Loan Referral Agreement dated March 1, 2021 (the "**Original Agreement**") but have since agreed to amend the economics thereof to provide an early-payment discount to Lender with respect to that portion of the Technology Platform (defined below) known as "**Fast Lane**" (the "**Fast Lane Program**"). The parties agree that the Original Agreement will apply to any Referrals not arising in connection with the Fast Lane Program, unless and until the Original Agreement is amended.

NOW THEREFORE, in consideration of the mutual covenants, promises, and undertakings contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Referrals.** Womply may, from time to time, refer to Lender such PPP loan applicants as Womply shall, in its sole and absolute discretion, deem appropriate (each such applicant a "**Referral**"). In order to qualify for payment, Womply shall submit Referrals to Lender via the Technology Platform. Womply acknowledges that sometimes the same borrower is submitted by multiple parties. Womply will be the party paid if they were the first to submit a complete package to Lender for the requested loan.
2. **Technology.** Subject to all terms and conditions hereof and compliance therewith, Womply shall exercise commercially reasonable efforts to make available to Lender and loan applicants a technology platform that facilitates the Referrals set forth above in Section 1 (the "**Technology Platform**").
3. **Womply Developer Terms.** Without limiting Section 2, Lender acknowledges that its access to the Technology Platform shall be subject to all terms and conditions set forth in the Womply Developer Order Form and Womply Master Developer Agreement.
4. **Compensation.**
 - 4.1. The Referral Fees and Technology Fees described in this Section 4 will be paid out of the fees actually received by Lender in respect of Referred Loans (defined below) in Lender's capacity as a "Lender" for such Referred Loans under SBA Regulations (as may be amended, the "**Lender Fees**"). As of the Amendment Effective Date, the current maximum Lender Fees under the SBA Regulations are:
 - For loans of not more than \$50,000, an amount equal to the lesser of 50% of the loan amount or \$2,500;
 - 5% of the loan amount for loans more than \$50,000 but not more than \$350,000; and
 - 3% of the loan amount for loans more than \$350,000 and less than or equal to \$2,000,000.



4.2. In consideration of Womply providing Lender with Referrals in connection with the Fast Lane Program, Lender shall pay to Womply the referral fee set forth in the table below, which is expressed as a percentage of the outstanding balance of the Referred Loan at the time of loan disbursement (such fees, the "**Referral Fees**"), for each loan originated by Lender under the PPP resulting from such a Referral (such loan a "**Referred Loan**").

Referral Fee Amount	1.00% for each Referred Loan
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4.3. In consideration of Womply providing the Fast Lane Program Technology Services to Lender and Referrals, Lender shall pay to Womply the technology fees described below for each loan originated by Lender under the PPP resulting from a Referral in connection with the Fast Lane Program (which for purposes of clarity, the max percentage applies to Referred Loans funded prior to achieving the Referred Loan Volume) ("**Technology Fees**").

Referred Loan Volume	Referral Fee Percentage
1 through 30,000 Referred Loans	50% of the Lender Fee for each Referred Loan
30,001 through 45,000 Referred Loans	60% of the Lender Fee for each Referred Loan
45,001 through 60,000 Referred Loans	70% of the Lender Fee for each Referred Loan
Greater than 60,000 Referred Loans	80% of the Lender Fee for each Referred Loan

The Technology Fee payable to Womply for any Referred Loan shall be reduced by any Referral Fee paid to Womply in respect of such Referred Loan. By way of example, if the first Referred Loan (i.e., row one above) has a principal amount of \$50,000 and if Lender actually receives the Lender Fee of \$2,500, then the Referral Fees and Technology Fees payable to Womply shall be as follows:

Lender Fee: \$2,500

Referral Fee: \$500

Technology Fee: \$750 (50% (i.e., row one above) of \$2,500 Lender Fee is \$1,250, less the \$500 Referral Fee equals \$750)

4.4. Within thirty (30) days of Lender receiving the Lender Fee from the SBA, Lender will pay Womply- all associated Referral Fees and Technology Fees for each applicable Referred Loan. Womply shall return any Referral Fees and Technology Fees paid in the event that the SBA or other governmental agency requires Lender to return the Lender Fee. Additionally, Womply shall return (or, if applicable, permit Lender to apply the Returned Fee Remedy set forth in Section 4.5) any portion of Referral Fees and Technology Fees paid that the SBA or other governmental agency determines were not in compliance with applicable SBA and/or PPP Loan Program Requirements (the "**Returned Fees**"). Such return of fees will occur within fifteen (15) calendar days of Womply receiving notice of such return of fees from Lender.

4.5. Notwithstanding the payment due dates set forth in Section 4.4 above, Womply will apply a seven percent (7%) discount on the Referral Fees and Technology Fees payable hereunder for Lender's early payment thereof within three (3) days following the Disbursement Date. "**Disbursement Date**" means, with respect to each Referred Loan upon which a Referral Fee and/or Technology Fee is due to Womply hereunder, the date of disbursement of such Referred Loan by Lender to the borrower receiving such Referred Loan.

All payments described in this Section 4.5 must be made by wire transfer. Notwithstanding anything to the contrary, no discounts will apply after the total aggregate amount of early payment discounts hereunder reach twenty million USD (\$20,000,000), after which point Lender will begin paying Womply the Referral Fees and Technology Fees in accordance with Section 4.3 above. Upon Lender's request, Womply will notify Lender of its then-total aggregate discount amount.

Lender may, in its discretion, withhold up to fifteen million USD (\$15,000,000) of Referral Fees and Technology Fees due to Womply in a reserve account (the "Reserve Account") to fund any Returned Fees as required in Section 4.4, above (the "Returned Fee Remedy"). Within thirty (30) days of last PPP Disbursement Date, Lender will liquidate the Reserve Account and promptly pay the entire balance thereof to Womply. Notwithstanding the



foregoing, the liquidation of the Reserve Account shall not relieve Womply of its obligations under Section 4.4, which shall survive the liquidation of the Reserve Account and termination of this Agreement.

4.6. Each party shall be responsible for and pay any and all applicable taxes, customs, withholding taxes, duties, assessments and other governmental impositions resulting from its own activities under this Agreement.

5. **Representations and Warranties.** Each party represents and warrants that (a) it has the full right, power and authority to execute this Agreement and perform its obligations hereunder, and (b) its performance hereunder will not conflict with any obligation it has to any third party.

6. **Term; Termination.**

6.1. The term of this Agreement shall be one (1) year from the Effective Date of the Original Agreement (as defined therein) (the "**Term**"), and thereafter upon the mutual written consent of both parties shall automatically renew for successive one (1) year terms unless earlier terminated, if Notice of Termination is timely provided, in accordance with this Section 6.

6.2. Notwithstanding Section 6.1 above, either party may terminate this Agreement at its option by providing no less than thirty (30) days' written notice ("**Notice of Termination**") to the other party. Either party may also terminate this Agreement immediately upon delivery of a Notice of Termination if the other party is in material breach of any warranty, representation, covenant or obligation under this Agreement, or either of the Womply Developer Order Form or Womply Master Developer Agreement, and is not able to cure such breach within seven (7) calendar days of receiving the Notice of Termination.

6.3. Upon Lender's receipt of a Notice of Termination, Lender may request from Womply, and Womply shall reasonably provide to Lender, a plan for transmitting to Lender electronic copies of loan files in its possession that relate to the Referred Loans, to the extent not otherwise in the possession of Lender. Womply will not unreasonably withhold its cooperation in such selection and transmission. Both parties shall agree upon a data format and method of transmission. Womply shall reasonably provide such requested information to Lender no later than thirty (30) days following the termination of this Agreement.

6.4. The following Sections shall survive termination or expiration of this Agreement: 4 (to the extent Referral Fees or Technology Fees remain outstanding), 6.3, 6.4, 6.5, and 7 through 19.

6.5. Womply shall be entitled to all Referral Fees and Technology Fees accrued in connection with Referred Loans pursuant to the terms and provisions of Section 4 above, including services provided after termination of this Agreement pursuant to Lender's request. For clarity, if any amounts due from Lender to Womply for Referral Fees and Technology Fees remain in a Reserve Account upon termination or expiration of this Agreement, Lender shall promptly pay all such amounts to Womply.

7. **Confidential Information.**

7.1. During the course of performing this Agreement, each party may have access to confidential or proprietary information of the other party, as well as confidential customer information that accompanies each Referral ("**Confidential Information**"). The protection of confidential customer information is required at all times and Lender and Womply shall at all times comply with relevant state and federal regulations regarding disclosure of such Confidential Information, including if applicable the Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801-6809) and the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.).

7.2. A party's Confidential Information shall not include any information which (i) becomes part of the public domain through no act or omission of the other party; (ii) is lawfully acquired by the other party on a non-confidential basis from a third party without any breach of a confidentiality obligation; (iii) is disclosed by such party to a third party without any obligation of confidentiality; or (iv) was independently developed by the other party without reference to such party's Confidential Information. Each party agrees to use the other party's Confidential Information only as necessary to perform its obligations under this Agreement and to maintain the confidentiality of the other party's Confidential Information using at least the same degree of care in safeguarding the other's Confidential Information as it uses in safeguarding its own Confidential Information, subject to a minimum standard of reasonable diligence and protection to prevent any unauthorized copying, use, distribution, installation or transfer of possession of such information. If required by law, the receiving party may disclose Confidential Information of the disclosing party, provided the receiving party gives adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor.



8. Indemnification.

8.1. Subject to Section 8.2, each party ("**Indemnifying Party**") shall indemnify, defend, and hold the other party, its officers, directors, employees, representatives and agents ("**Indemnified Parties**"), harmless from and against any Claim (defined below) to the extent resulting from: (i) a material violation of any law, rule, or regulation applicable to the Indemnifying Party's performance obligations herein; or (ii) infringement, conflict with, or violation by the Indemnifying Party of any intellectual property rights, contracts rights, or tort rights (including the right of publicity or right of privacy) of any third party. Indemnifying Party agrees to promptly pay and fully satisfy any and all Losses (defined below), including, without limitation, reasonable attorneys' fees, actually incurred, or sustained, as a result of any Claims. "**Claim**" means any third-party claim, legal or equitable, cause of action, suit, litigation, proceeding (including a regulatory or administrative proceeding), grievance, complaint, demand, charge, investigation, audit, arbitration, mediation, or other process for settling disputes or disagreements, including, without limitation, any of the foregoing processes or procedures in which injunctive or equitable relief is sought. "**Losses**" mean and include any loss, assessment, fine, penalty, deficiency, interest, payment, expense, cost, debt, indebtedness, liability, lien, judgment, or damage, which is both (a) sustained, incurred, or accrued and (b) paid to an unaffiliated third party.

8.2. The Indemnified Party shall: (i) promptly notify the Indemnifying Party in writing of any Losses for which the Indemnified Party seeks indemnification; (ii) provide reasonable cooperation to the Indemnifying Party and its legal representatives in the investigation of any matter which is the subject of indemnification; and (iii) permit the Indemnifying Party to have full control over the defense and settlement of any matter subject to indemnification. The Indemnified Party shall have the right to participate in the defense at its own expense.

9. **Limitation of Liability.** EXCEPT WITH RESPECT TO A BREACH OF SECTION 7 AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, (I) NEITHER PARTY WILL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, AND (II) NEITHER PARTY'S LIABILITY SHALL EXCEED THE AMOUNTS PAID TO WOMPLY DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

10. **Recitals.** The recitals set forth above are hereby incorporated into this Agreement.

11. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the provisions of the conflict of laws thereof. Notwithstanding the foregoing or any provision of this Agreement to the contrary, this Agreement is subject to all Applicable Laws, including SBA Regulations. In the event of any conflict between the governing law and the SBA Regulations (defined below), the SBA Regulations shall control. "SBA Regulations" means all PPP requirements and SBA guidelines under the CARES Act, the Economic Aid Act, the PPP Flexibility Act, any rules or guidance that have been issued by SBA implementing the PPP, including SBA regulations published at 86 Fed. Reg. 3692 (Jan. 14, 2021) and 85 Fed. Reg. 20811 (Apr. 15, 2020) and any subsequent Interim Final Rules and other guidance as may have been or may be subsequently issued by SBA or the U.S. Department of the Treasury with respect to the origination, servicing and forgiveness of loans under the PPP and Frequently Asked Questions, or any other applicable SBA loan requirements, including those codified in 13 CFR part 120, in each case as amended, supplemented or modified from time to time. In the event that this Agreement conflicts with any other contract or agreement between the parties, now or in the future, including the Womply Developer Order Form and Womply Master Developer Agreement, this Agreement shall control with respect to any Referred Loan unless the other contract or agreement specifically states that it supersedes this Agreement.

12. **Arbitration.** Without limiting a party's right to seek injunctive or other equitable relief in court, any dispute between the parties related to the subject matter of this Agreement will be resolved by binding arbitration in the English language in San Francisco County, California under the rules of JAMS; the decision of the arbitrator will be enforceable in any court.

13. **Independent Contractors.** This Agreement is not intended to establish any partnership, joint venture, employment, or other relationship between the parties except that of independent contractors. Neither party has, or may represent that it has, any authority under or as a result of this Agreement to act on behalf of the other party in any way.

14. **Notices.** Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or upon receipt if sent by



facsimile transmission with confirmation or if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective parties at the addresses set forth above, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this section.

15. **Assignment.** Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that this Agreement may be assigned by a party without the consent of the other to any successor corporation or entity whether by purchase of all or substantially all of the assets relating to this Agreement, a sale of a controlling interest of the capital stock of the assigning party, by merger, consolidation or otherwise. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16. **Force Majeure.** Neither party will be liable for failure or delay in performance of any of its obligations under this Agreement arising out of any event or circumstance beyond that party's reasonable control; *provided, however,* that such party promptly notifies the other party of the nature and duration of the force majeure event and resumes performance as soon as possible.

17. **Severability.** Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

18. **Entire Agreement.** This Agreement (together with all attachments and exhibits hereto) constitutes the entire agreement between the parties and supersedes any and all prior agreements between them, whether written or oral, with respect to the subject matter hereof, including without limitation the Original Agreement. This Agreement may not be amended, modified or any provision hereof waived, except in a writing signed by the parties hereto. No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

19. **Press Releases.** Any news release, public announcement, advertisement, or other publicity released by either party concerning this Agreement shall be subject to the prior approval of the other party, which approval shall not be unreasonably withheld or delayed. The parties will cooperate with each other to issue a joint press release announcing their relationship established by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Amendment Effective Date.

Womply:

By: _____
Cory Capoccia

Name: _____
President

Title: _____

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By

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Title: Chief Financial Officer



Amended and Restated PPP Loan Referral Agreement

This Amended and Restated PPP Loan Referral Agreement (the "**Agreement**") is made and entered into on April 21st, 2021 (the "**Amendment Effective Date**") by and between Oto Analytics, Inc. d/b/a Womply ("**Womply**") and Harvest Small Business Finance, LLC (the "**Lender**"). In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Womply and Lender hereby agree as follows:

WHEREAS, Lender desires to engage in the origination, marketing, underwriting, and funding of loans, as well as the servicing, management and liquidation of the subsequently resulting loan portfolios, funded and created under the U.S. Small Business Administration ("**SBA**") Paycheck Protection Program (the "**PPP**");

WHEREAS, Lender has the ability to independently evaluate, process, close, service, liquidate, and litigate commercial loans;

WHEREAS, Lender and Womply desire to establish an independent contractor relationship whereby Womply provides referrals to Lender in connection with potential loan applicants seeking loans under the PPP;

WHEREAS, Lender and Womply specifically acknowledge that Lender retains ultimate responsibility for all loan decisions, including approvals, underwriting, closings, disbursements, due diligence, and loan servicing actions (including those relating to loan deferments, loan forgiveness, and loan guarantees), as required by the SBA, and Womply will exercise all best efforts to comply with all regulatory requirements of the PPP; and

WHEREAS, Lender and Womply entered into that certain PPP Loan Referral Agreement dated March 1st, 2021 (the "**Original Agreement**") but have since agreed to amend the economics thereof to provide an early-payment discount to Lender.

NOW THEREFORE, in consideration of the mutual covenants, promises, and undertakings contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Referrals.

1.1. Womply may, from time to time, refer to Lender such PPP loan applicants as Womply shall, in its sole and absolute discretion, deem appropriate (each such applicant a "**Referral**"). Womply acknowledges that sometimes the same borrower is submitted to Lender by multiple referring parties. Womply will be the party paid if they were the first to submit a complete package to Lender for the requested loan.

1.2. WOMPLY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT, AND HEREBY DISCLAIMS ALL RESPONSIBILITY FOR, THE ACCURACY, LAWFULNESS, OR COMPLETENESS OF ANY INFORMATION ACCOMPANYING A REFERRAL. FOR THE AVOIDANCE OF DOUBT, WOMPLY DOES NOT ENDORSE ANY REFERRAL. LENDER ASSUMES SOLE RESPONSIBILITY REGARDING WHETHER OR NOT ANY REFERRAL IS OR SHOULD BE SENT TO THE SBA FOR REVIEW.

1.3. Womply is not a lender or lender service provider as defined by the SBA.

1.4. Lender agrees to use commercially reasonable efforts to process and underwrite each PPP loan in a timely fashion using consistent standards that are no more stringent than might be applied to loans received from other sources, to submit them to the SBA in a reasonable time period, and whenever possible, to fund the approved loans prior to the SBA's ten day deadline.

2. Compensation.

2.1. The Referral Fees described in this Section 2 will be paid out of the fees actually received by Lender in respect of Referred Loans (defined below) in Lender's capacity as a "Lender" for such Referred Loans under SBA Regulations (as may be amended, the "**Lender Fees**"). As of the Amendment Effective Date, the current maximum Lender Fees under the SBA Regulations are:

- For loans of not more than \$50,000, an amount equal to the lesser of 50% of the loan amount or \$2,500;
- 5% of the loan amount for loans more than \$50,000 but not more than \$350,000; and
- 3% of the loan amount for loans more than \$350,000 and less than or equal to \$2,000,000.



2.2. In consideration of Womply providing Lender with Referrals, Lender shall pay to Womply the Referral Fees set forth in the table below, which is expressed as a percentage of the outstanding balance of the Referred Loan at the time of loan disbursement (such fees, the "**Referral Fees**"), for each loan originated by Lender under the PPP resulting from a Referral (such loan a "**Referred Loan**").

Referral Fee Amount	1.00% of the Loan amount for each Referred Loan up to \$350,000 and 0.50% of the Loan amount for each Referred Loan more than \$350,000 and less than \$2 million.
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2.3. For all Referred Loans funded by Lender before March 31, 2021, Lender will pay Womply all associated Referral Fees on or before April 30, 2021. For all Referred Loans funded by Lender on or after April 1, 2021, Lender will pay Womply all associated Referral Fees on or before June 30, 2021. Womply shall return any Referral Fees paid in the event that the SBA or other governmental agency requires Lender to return the Lender Fee. Additionally, Womply shall return any portion of Referral Fees paid that the SBA or other governmental agency determines were not in compliance with applicable SBA and/or PPP Loan Program Requirements. Such return of fees will occur within fifteen (15) days of Womply receiving notice of such return of fees from Lender.

2.4. Each party shall be responsible for and pay any and all applicable taxes, customs, withholding taxes, duties, assessments and other governmental impositions resulting from its own activities under this Agreement. All payments described in this Section 2 must be made by wire transfer. Referral Fee payments not made when due hereunder are subject to a finance charge of 1.5% per month or the maximum rate permitted by law (whichever is less), plus all reasonable costs of collection.

3. **Representations and Warranties.** Each party represents, warrants, and covenants that: (a) it has the full right, power and authority to execute this Agreement and perform its obligations hereunder; (b) its performance hereunder will not conflict with any obligation it has to any third party; and (c) it has and will maintain such comprehensive general liability and other insurance as is necessary to cover any Claims and Losses associated with any of its obligations under this Agreement.

4. **Term; Termination.**

4.1. The term of this Agreement shall be one (1) year from the Effective Date of the Original Agreement (as defined therein) (the "**Term**"), and thereafter, upon the mutual written consent of both parties, shall renew for successive one (1) year terms unless earlier terminated, if Notice of Termination is timely provided, in accordance with this Section 4.

4.2. Notwithstanding Section 4.1 above, either party may terminate this Agreement at its option by providing no less than thirty (30) days' written notice ("**Notice of Termination**") to the other party. Either party may also terminate this Agreement immediately upon delivery of a Notice of Termination if the terminating party can demonstrate with reasonable evidence that the other party has engaged in fraudulent or illegal activity or is in material breach of any warranty, representation, covenant or obligation under this Agreement and is not able to cure such breach within seven (7) calendar days of receiving the Notice of Termination.

4.3. At any time during the term of or after termination of this Agreement, Lender may request from Womply, and Womply shall provide to Lender, a plan for transmitting to Lender electronic copies of loan files in its possession that relate to the Referred Loans, to the extent not otherwise in the possession of Lender. Womply will not unreasonably withhold its cooperation in such selection and transmission. Both parties shall agree upon a data format and method of transmission. Womply shall provide all information in its possession regarding all Referred Loans to Lender no later than thirty (30) days following the termination of this Agreement.

4.4. The following Sections shall survive termination or expiration of this Agreement: 2 (to the extent Referral Fees remain outstanding), 3, 4.3, 4.4, 4.5, and 5 through 17.

4.5. Womply shall be entitled to all Referral Fees accrued in connection with Referred Loans pursuant to the terms and provisions of Section 2 above, including services provided after termination of this Agreement pursuant to Lender's request.

5. **Confidential Information.**

5.1. During the course of performing this Agreement, each party may have access to confidential or proprietary



information of the other party, as well as confidential customer information that accompanies each Referral ("**Confidential Information**"). The protection of confidential customer information is required at all times and Lender and Womply shall at all times comply with relevant state and federal regulations regarding disclosure of such Confidential Information, including if applicable the Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801-6809) and the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.).

5.2. A party's Confidential Information shall not include any information which (i) becomes part of the public domain through no act or omission of the other party; (ii) is lawfully acquired by the other party on a non-confidential basis from a third party without any breach of a confidentiality obligation; (iii) is disclosed by such party to a third party without any obligation of confidentiality; or (iv) was independently developed by the other party without reference to such party's Confidential Information. Each party agrees to use the other party's Confidential Information only as necessary to perform its obligations under this Agreement and to maintain the confidentiality of the other party's Confidential Information using at least the same degree of care in safeguarding the other's Confidential Information as it uses in safeguarding its own Confidential Information, subject to a minimum standard of reasonable diligence and protection to prevent any unauthorized copying, use, distribution, installation or transfer of possession of such information. If required by law, the receiving party may disclose Confidential Information of the disclosing party, provided the receiving party gives adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor.

6. Indemnification.

6.1. Subject to Section 6.2, each party ("**Indemnifying Party**") shall indemnify, defend, and hold the other party, its officers, directors, employees, representatives and agents ("**Indemnified Parties**"), harmless from and against any Claim (defined below) to the extent resulting from: (i) a material violation of any law, rule, or regulation applicable to the Indemnifying Party's performance obligations herein; or (ii) infringement, conflict with, or violation by the Indemnifying Party of any intellectual property rights, contracts rights, or tort rights (including the right of publicity or right of privacy) of any third party. Indemnifying Party agrees to promptly pay and fully satisfy any and all Losses (defined below), including, without limitation, reasonable attorneys' fees, actually incurred, or sustained, as a result of any Claims. "**Claim**" means any third-party claim, legal or equitable, cause of action, suit, litigation, proceeding (including a regulatory or administrative proceeding), complaint, demand, charge, investigation, audit, arbitration, mediation, or other process for settling disputes or disagreements, including, without limitation, any of the foregoing processes or procedures in which injunctive or equitable relief is sought. "**Losses**" mean and include any loss, assessment, fine, penalty, deficiency, interest, payment, expense, cost, debt, indebtedness, liability, lien, judgment, or damage, which is both (a) sustained, incurred, or accrued and (b) paid to an unaffiliated third party.

6.2. The Indemnified Party shall: (i) promptly notify the Indemnifying Party in writing of any Losses for which the Indemnified Party seeks indemnification; (ii) provide reasonable cooperation to the Indemnifying Party and its legal representatives in the investigation of any matter which is the subject of indemnification; and (iii) permit the Indemnifying Party to have full control over the defense and settlement of any matter subject to indemnification. The Indemnified Party shall have the right to participate in the defense at its own expense.

7. **Limitation of Liability.** EXCEPT WITH RESPECT TO A BREACH OF SECTION 5 AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, (I) NEITHER PARTY WILL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, AND (II) NEITHER PARTY'S LIABILITY SHALL EXCEED THE AMOUNTS PAID AND PAYABLE (IN THE CASE OF LENDER'S BREACH ONLY) TO WOMPLY DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

8. **Recitals.** The recitals set forth above are hereby incorporated into this Agreement.

9. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the provisions of the conflict of laws thereof. Notwithstanding the foregoing or any provision of this Agreement to the contrary, this Agreement is subject to all Applicable Laws, including SBA Regulations. In the event of any conflict between the governing law and the SBA Regulations (defined below), the SBA Regulations shall control. "SBA Regulations" means all PPP requirements and SBA guidelines under the CARES Act, the Economic Aid Act, the PPP Flexibility Act, any rules or guidance that have been issued by SBA



implementing the PPP, including SBA regulations published at 86 Fed. Reg. 3692 (Jan. 14, 2021) and 85 Fed. Reg. 20811 (Apr. 15, 2020) and any subsequent Interim Final Rules and other guidance as may have been or may be subsequently issued by SBA or the U.S. Department of the Treasury with respect to the origination, servicing and forgiveness of loans under the PPP and Frequently Asked Questions, or any other applicable SBA loan requirements, including those codified in 13 CFR part 120, in each case as amended, supplemented or modified from time to time (the "PPP Loan Program Requirements"). In the event that this Agreement conflicts with any other contract or agreement between the parties, now or in the future, this Agreement shall control with respect to any Referred Loan unless the other contract or agreement specifically states that it supersedes this Agreement.

10. **Arbitration.** Without limiting a party's right to seek injunctive or other equitable relief in court, any dispute between the parties related to the subject matter of this Agreement will be resolved by binding arbitration in the English language in San Francisco County, California under the rules of JAMS; the decision of the arbitrator will be enforceable in any court. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees.

11. **Independent Contractors.** This Agreement is not intended to establish any partnership, joint venture, employment, or other relationship between the parties except that of independent contractors. Neither party has, or may represent that it has, any authority under or as a result of this Agreement to act on behalf of the other party in any way.

12. **Notices.** Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or upon receipt if sent by email transmission with confirmation or if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective parties at the addresses set forth above, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this section.

13. **Assignment.** Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that this Agreement may be assigned by a party without the consent of the other to any successor corporation or entity whether by purchase of all or substantially all of the assets relating to this Agreement, a sale of a controlling interest of the capital stock of the assigning party, by merger, consolidation or otherwise. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. **Force Majeure.** Neither party will be liable for failure or delay in performance of any of its obligations under this Agreement arising out of any event or circumstance beyond that party's reasonable control; *provided, however*, that such party promptly notifies the other party of the nature and duration of the force majeure event and resumes performance as soon as possible.

15. **Severability.** Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

16. **Entire Agreement.** Excluding separate agreements Lender may have for the purchase of Womply's products and services, this Agreement constitutes the entire agreement between the parties and supersedes any and all prior communications or agreements between them, whether written or oral, with respect to the subject matter hereof, including without limitation the Original Agreement. This Agreement may not be amended, modified or any provision hereof waived, except in a writing signed by the parties hereto. No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

17. **Press Releases.** Any news release, public announcement, advertisement, or other publicity released by either party concerning this Agreement shall be subject to the prior approval of the other party, which approval shall not be unreasonably withheld or delayed. The parties will cooperate with each other to issue a joint press release announcing their relationship established by this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Amendment Effective Date.

Womply:

By: _____

Name: Cory Capoccia

Title: President

Email: _____@womply.com

Lender

By: _____

Name: _____

Title: Chief Financial Officer

Email: _____@harvestcref.com

TITLE	Womply_Harvest Agreement
FILE NAME	[REDACTED]
DOCUMENT ID	[REDACTED]
AUDIT TRAIL DATE FORMAT	MM/DD/YYYY
STATUS	● Completed

Document History

 SENT	04 / 23 / 2021 19:13:21 UTC	Sent for signature to Cory Capoccia [REDACTED]@womply.com) from [REDACTED]@womply.com [REDACTED]
 VIEWED	04 / 23 / 2021 19:40:58 UTC	Viewed by Cory Capoccia [REDACTED]@womply.com) [REDACTED]
 SIGNED	04 / 23 / 2021 19:41:15 UTC	Signed by Cory Capoccia [REDACTED]@womply.com) [REDACTED]
 COMPLETED	04 / 23 / 2021 19:41:15 UTC	The document has been completed.



Womply Developer Order Form

Client:	Harvest Small Business Finance, LLC
Effective Date:	April 21 st , 2021
API Access End Date:	The earlier of twelve (12) months from the Effective Date or when this Order or the Agreement is terminated.

API Package	Payments
Tax Documents Business Fraud Analytics Bank Data Identity Account Verification PPP Portfolio Management System	\$250 per funded "Fast Lane" PPP loan sourced through the Services (the "API Fee") plus the Technology Fee set forth in Section 2 below.

This Amended and Restated Womply Developer Order Form agreement ("**Agreement**") is entered into as of the Effective Date and is between Oto Analytics, Inc. d/b/a Womply ("**Womply**") and the Client listed above. This Agreement includes and incorporates (i) the above Order Form, (ii) any Order Forms subsequently entered into by the parties, (iii) the Womply Master Developer Agreement located at <http://www.womply.com/mda> (the "**MDA**"), and (iv) the Additional Terms and Conditions set forth below. Unless set forth otherwise, undefined capitalized terms are defined in the MDA or Amended and Restated PPP Loan Referral Agreement between the Parties (the "**Referral Agreement**"). To the extent there is a conflict between the Order Form Terms and the MDA or the Referral Agreement, the Order Form Terms shall take precedence. This Agreement supersedes all prior communications and writings and constitutes the entire agreement between the parties with respect to the Services, including without limitation the Womply Developer Order Form agreement between the parties dated March 1st, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Womply:

By: _____

Name: Cory Capoccia

Title: President

Client:

By: _____

Name: _____

Title: Chief Financial Officer

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CONFIDENTIAL

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Additional Terms and Conditions

1. Disclaimers.

1.1. WOMPLY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT, AND HEREBY DISCLAIMS ALL RESPONSIBILITY FOR, THE ACCURACY, LAWFULNESS, OR COMPLETENESS OF ANY INFORMATION ACCOMPANYING A REFERRAL (I.E., OUTPUT MADE AVAILABLE VIA THE SERVICES). FOR THE AVOIDANCE OF DOUBT, WOMPLY DOES NOT ENDORSE ANY REFERRAL. CLIENT ASSUMES SOLE RESPONSIBILITY REGARDING WHETHER OR NOT ANY REFERRAL SHOULD BE SENT TO THE SBA FOR REVIEW.

1.2. The Services includes integrations with and/or links to certain third-party service providers (including, without limitation, Plaid, DocuSign, LexisNexis, Teslar, Inscribe, Ocrolus, AWS Mechanical Turk, Mindee, Persona, Twilio, Sendgrid, etc.) ("**Third-Party Providers**"). WOMPLY HAS NO CONTROL OVER AND ASSUMES NO RESPONSIBILITY FOR THE ACTIONS, ERRORS, OR OMISSIONS OF THE THIRD PARTY PROVIDERS.

1.3. Womply is not a lender or lender service provider as defined by the SBA.

1.4. For purposes of this Agreement only, a "Referral" means any PPP loan applicant referred by Womply, in its sole and absolute discretion, to Client through Womply's Fast Lane program. The Fast Lane Program covers PPP loans up to \$50,000 referred by Womply to Lender under this Agreement. From and after the Effective Date of this Agreement, Womply will not refer any loans to Client that are less than \$5,000.

2. **Technology Fees.** Client shall pay Womply the technology fees ("**Technology Fees**") described below for each loan originated by Client under the PPP that resulted prior to the Effective Date or results on or after the Effective Date from a Referral (such loan a "**Referred Loan**"). Notwithstanding anything contained to the contrary herein, in no event shall Client be required to pay fees to Womply for any Referred Loan that exceed, in the aggregate, the Lender Processing Fee received by Client from SBA for such Referred Loan.

2.1. Subject to Section 2.2, the Technology Fee for each Referred Loan shall be determined using the formulations set forth below in Section 2.3 for that specific Referred Loan. The Technology Fee payable to Womply for each Referred Loan shall be reduced by any Referral Fee paid to Womply for the same Referred Loan in accordance with the reductions set forth below in Section 2.3.

2.2. If the Lender Processing Fee for a Referred Loan is two-hundred and fifty dollars (\$250) or less: (A) there will be no Technology Fee for that Referred Loan; (B) the API Fee set forth above will remain owed for that Referred Loan; and (C) such Referred Loans under \$250.00 will not count towards total Referred Loans (paid or otherwise) for purposes of the Section 2.3 calculations below.

2.3. Calculation.

2.3.1. Up to and until Client has funded 225,000 Referred Loans, the Technology Fee Percentage shall be 80% of the Lender Processing Fee for each Referred Loan.

By way of example, if Client paid Womply all Technology Fees for 200,000 Referred Loans and Referred Loan number 200,001 has a principal amount of \$50,000 where Client receives a Lender Processing Fee of \$2,500, then Client shall pay Womply the following Technology Fees for Referred Loan no. 200,001:

Technology Fee = (Technology Fee Percentage X Lender Processing Fee) minus Referral Fee (as determined by the Referral Agreement), plus API Fee, or:

$$\$1,750 = (80\% \times \$2,500) - \$500 + \$250$$

2.3.2. After Client has funded 225,000 Referred Loans, every Referred Loan, including Referred Loans where Client has already paid the Technology Fee, will be assigned to the Referred Loan Tier set forth below, and its tier will be determined chronologically based on the date each such Referred Loan is or funded by the Client, such that the first 30,000 Client funded Referred Loans by date would fall in Tier One (1). For the avoidance of doubt, once 225,000 Referred Loans have been funded by Client, the Referred Loan Tiers shall apply retroactively to all Referred Loans.



Tier	Referred Loan Tiers	Technology Fee Percentage
1	1 through 30,000 Referred Loans	50% of the Lender Processing Fee for each Referred Loan
2	30,001 through 45,000 Referred Loans	60% of the Lender Processing Fee for each Referred Loan
3	45,001 through 60,000 Referred Loans	70% of the Lender Processing Fee for each Referred Loan
4	60,000 through 250,000 Referred Loans	80% of the Lender Processing Fee for each Referred Loan
5	Greater than 250,000 Referred Loans	70% of the Lender Processing Fee for each Referred Loan

By way of examples where Client has funded 225,000 or more Referred Loans:

If Referred Loan Number 15,000 had a principal amount of \$50,000 and if Client received a Lender Processing Fee of \$2,500, then the Technology Fees payable to Womply shall be calculated as follows:

Tier 1 Technology Fee + API Fee = (Tier 1 Technology Fee Percentage X Lender Processing Fee) minus Referral Fee (as determined by the Referral Agreement), plus API fee:

$$\$1,000 = (50\% \times \$2,500) - \$500 + \$250$$

If Referred Loan number 250,002 has a principal amount of \$50,000 and if Client receives a Lender Processing Fee of \$2,500, then the Technology Fees payable to Womply shall be calculated as follows:

Tier 5 Technology Fee + API Fee = (Tier 5 Technology Fee Percentage X Lender Processing Fee) minus Referral Fee (as determined by the Referral Agreement), plus API Fee:

$$\$1,500 = (70\% \times \$2,500) - \$500 + 250$$

In the event that Client funds more than 225,000 Referred Loans, such that the Referred Loan Tiers become effective, Client shall reconcile the fees paid for the first 225,000 loans with the fees that are payable under the Referred Loan Tiers, and any overpayment of fees shall be offset against any future fees due under this Agreement. In the event that there are not sufficient additional fees due under this Agreement to offset any overpayment amount, Womply shall refund any such amounts within 30 days of Client's request.

2.4. Within fifteen (15) days of Client receiving the Lender Processing Fee from the SBA, Client will pay Womply all associated Technology Fees for each applicable Referred Loan.

2.5. Womply shall return to Client: (i) the Technology Fee paid to Womply for a Referred Loan in the event that the SBA or other governmental agency requires by Government Order (defined below) that Client return the Lender Processing Fee for that Referred Loan; and (ii) any portion of the Technology Fees paid to Womply that the SBA or other governmental agency determines by Government Order were not in compliance with applicable SBA and/or PPP Loan Program Requirements. "**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by the SBA or other governmental agency with jurisdiction over the PPP. Such return of Technology Fees will occur within fifteen (15) days of Womply receiving notice of such Governmental Order.

2.6. Each party shall be responsible for and pay any and all applicable taxes, customs, withholding taxes, duties, assessments and other governmental impositions resulting from its own activities under this Agreement. Payments not made when due hereunder are subject to a finance charge of 1.5% per month or the maximum rate permitted by law (whichever is less), plus all reasonable costs of collection.

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2.7. Subject to having sufficient Referred Loans with approved SBA Loan numbers ("**SBA Approved Loans**"), and subject to the availability of funds in the PPP, and further subject to Client having access to the PPPLF, Client shall: (A) while the PPP remains available to borrowers, send each Referred Loan to the SBA for approval and, if applicable, fund each related SBA Approved Loan; and (B) without limiting the foregoing, fund no less than four hundred million dollars (\$400,000,000) of SBA Approved Loans per calendar week ("**Minimum Weekly Funding Commitment**") (or a minimum weekly amount equal to the product of A, the number of business days in the week when ACH transfers are permitted, multiplied by B, eighty million dollars (\$80,000,000)), and if Client fails to achieve the Minimum Weekly Funding Commitment in any such week, Client will pay Womply an under-funding fee of five percent (5%) times the funding amount below the Minimum Weekly Funding Commitment for each applicable week Client falls below the Minimum Weekly Funding Commitment (the "**Under-Funding Fee**"). By way of example, if Client funds \$375,000,000 in a given calendar week, then the Under-Funding Fee will equal \$1,250,000 (calculated as the \$25,000,000 below the Minimum Weekly Funding Commitment times 5%).

3. **Representations and Warranties.** Each party represents, warrants, and covenants that: (a) it has the full right, power and authority to execute this Agreement and perform its obligations hereunder; (b) its performance hereunder will not conflict with any obligation it has to any third party; and (c) it has and will maintain such comprehensive general liability and other insurance as is necessary to cover any claims and losses associated with its obligations under this Agreement.

4. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the provisions of the conflict of laws thereof. Notwithstanding the foregoing or any provision of this Agreement to the contrary, this Agreement is subject to all Applicable Laws, including SBA Regulations. In the event of any conflict between the governing law and the SBA Regulations, the SBA Regulations shall control. Without limiting a party's right to seek injunctive or other equitable relief in court, any dispute between the parties related to the subject matter of this Agreement will be resolved by binding arbitration in the English language in San Francisco County, California under the rules of JAMS; the decision of the arbitrator will be enforceable in any court. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees.

5. **Term; Termination.** The following provision is herein incorporated into the MDA as subparagraph 3.3: Either party may terminate this Agreement at its option by providing no less than thirty (30) days' written notice ("**Notice of Termination**") to the other party. Either party may also terminate this Agreement immediately upon delivery of a Notice of Termination if the terminating party can demonstrate with reasonable evidence that the other party has engaged in fraudulent or illegal activity or is in material breach of any warranty, representation, covenant or obligation under this Agreement and is not able to cure such breach within seven (7) calendar days of receiving the Notice of Termination.

TITLE	Womply_Harvest Agreement
FILE NAME	[REDACTED]
DOCUMENT ID	[REDACTED]
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History



04 / 23 / 2021
19:13:21 UTC

Sent for signature to Cory Capoccia [REDACTED]@womply.com) from [REDACTED]@womply.com



04 / 23 / 2021
19:40:58 UTC

Viewed by Cory Capoccia [REDACTED]@womply.com)



04 / 23 / 2021
19:41:15 UTC

Signed by Cory Capoccia [REDACTED]@womply.com)



COMPLETED

04 / 23 / 2021
19:41:15 UTC

The document has been completed.



Amended and Restated PPP Loan Referral Agreement

This Amended and Restated PPP Loan Referral Agreement (the "**Agreement**") is made and entered into on April 21st, 2021 (the "**Amendment Effective Date**") by and between Oto Analytics, Inc. d/b/a Womply ("**Womply**") and Harvest Small Business Finance, LLC (the "**Lender**"). In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Womply and Lender hereby agree as follows:

WHEREAS, Lender desires to engage in the origination, marketing, underwriting, and funding of loans, as well as the servicing, management and liquidation of the subsequently resulting loan portfolios, funded and created under the U.S. Small Business Administration ("**SBA**") Paycheck Protection Program (the "**PPP**");

WHEREAS, Lender has the ability to independently evaluate, process, close, service, liquidate, and litigate commercial loans;

WHEREAS, Lender and Womply desire to establish an independent contractor relationship whereby Womply provides referrals to Lender in connection with potential loan applicants seeking loans under the PPP;

WHEREAS, Lender and Womply specifically acknowledge that Lender retains ultimate responsibility for all loan decisions, including approvals, underwriting, closings, disbursements, due diligence, and loan servicing actions (including those relating to loan deferments, loan forgiveness, and loan guarantees), as required by the SBA, and Womply will exercise all best efforts to comply with all regulatory requirements of the PPP; and

WHEREAS, Lender and Womply entered into that certain PPP Loan Referral Agreement dated March 1st, 2021 (the "**Original Agreement**") but have since agreed to amend the economics thereof to provide an early-payment discount to Lender.

NOW THEREFORE, in consideration of the mutual covenants, promises, and undertakings contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Referrals.

1.1. Womply may, from time to time, refer to Lender such PPP loan applicants as Womply shall, in its sole and absolute discretion, deem appropriate (each such applicant a "**Referral**"). Womply acknowledges that sometimes the same borrower is submitted to Lender by multiple referring parties. Womply will be the party paid if they were the first to submit a complete package to Lender for the requested loan.

1.2. WOMPLY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT, AND HEREBY DISCLAIMS ALL RESPONSIBILITY FOR, THE ACCURACY, LAWFULNESS, OR COMPLETENESS OF ANY INFORMATION ACCOMPANYING A REFERRAL. FOR THE AVOIDANCE OF DOUBT, WOMPLY DOES NOT ENDORSE ANY REFERRAL. LENDER ASSUMES SOLE RESPONSIBILITY REGARDING WHETHER OR NOT ANY REFERRAL IS OR SHOULD BE SENT TO THE SBA FOR REVIEW.

1.3. Womply is not a lender or lender service provider as defined by the SBA.

1.4. Lender agrees to use commercially reasonable efforts to process and underwrite each PPP loan in a timely fashion using consistent standards that are no more stringent than might be applied to loans received from other sources, to submit them to the SBA in a reasonable time period, and whenever possible, to fund the approved loans prior to the SBA's ten day deadline.

2. Compensation.

2.1. The Referral Fees described in this Section 2 will be paid out of the fees actually received by Lender in respect of Referred Loans (defined below) in Lender's capacity as a "Lender" for such Referred Loans under SBA Regulations (as may be amended, the "**Lender Fees**"). As of the Amendment Effective Date, the current maximum Lender Fees under the SBA Regulations are:

- For loans of not more than \$50,000, an amount equal to the lesser of 50% of the loan amount or \$2,500;
- 5% of the loan amount for loans more than \$50,000 but not more than \$350,000; and
- 3% of the loan amount for loans more than \$350,000 and less than or equal to \$2,000,000.



2.2. In consideration of Womply providing Lender with Referrals, Lender shall pay to Womply the Referral Fees set forth in the table below, which is expressed as a percentage of the outstanding balance of the Referred Loan at the time of loan disbursement (such fees, the "**Referral Fees**"), for each loan originated by Lender under the PPP resulting from a Referral (such loan a "**Referred Loan**").

Referral Fee Amount	1.00% of the Loan amount for each Referred Loan up to \$350,000 and 0.50% of the Loan amount for each Referred Loan more than \$350,000 and less than \$2 million.
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2.3. For all Referred Loans funded by Lender before March 31, 2021, Lender will pay Womply all associated Referral Fees on or before April 30, 2021. For all Referred Loans funded by Lender on or after April 1, 2021, Lender will pay Womply all associated Referral Fees on or before June 30, 2021. Womply shall return any Referral Fees paid in the event that the SBA or other governmental agency requires Lender to return the Lender Fee. Additionally, Womply shall return any portion of Referral Fees paid that the SBA or other governmental agency determines were not in compliance with applicable SBA and/or PPP Loan Program Requirements. Such return of fees will occur within fifteen (15) days of Womply receiving notice of such return of fees from Lender.

2.4. Each party shall be responsible for and pay any and all applicable taxes, customs, withholding taxes, duties, assessments and other governmental impositions resulting from its own activities under this Agreement. All payments described in this Section 2 must be made by wire transfer. Referral Fee payments not made when due hereunder are subject to a finance charge of 1.5% per month or the maximum rate permitted by law (whichever is less), plus all reasonable costs of collection.

3. **Representations and Warranties.** Each party represents, warrants, and covenants that: (a) it has the full right, power and authority to execute this Agreement and perform its obligations hereunder; (b) its performance hereunder will not conflict with any obligation it has to any third party; and (c) it has and will maintain such comprehensive general liability and other insurance as is necessary to cover any Claims and Losses associated with any of its obligations under this Agreement.

4. **Term; Termination.**

4.1. The term of this Agreement shall be one (1) year from the Effective Date of the Original Agreement (as defined therein) (the "**Term**"), and thereafter, upon the mutual written consent of both parties, shall renew for successive one (1) year terms unless earlier terminated, if Notice of Termination is timely provided, in accordance with this Section 4.

4.2. Notwithstanding Section 4.1 above, either party may terminate this Agreement at its option by providing no less than thirty (30) days' written notice ("**Notice of Termination**") to the other party. Either party may also terminate this Agreement immediately upon delivery of a Notice of Termination if the terminating party can demonstrate with reasonable evidence that the other party has engaged in fraudulent or illegal activity or is in material breach of any warranty, representation, covenant or obligation under this Agreement and is not able to cure such breach within seven (7) calendar days of receiving the Notice of Termination.

4.3. At any time during the term of or after termination of this Agreement, Lender may request from Womply, and Womply shall provide to Lender, a plan for transmitting to Lender electronic copies of loan files in its possession that relate to the Referred Loans, to the extent not otherwise in the possession of Lender. Womply will not unreasonably withhold its cooperation in such selection and transmission. Both parties shall agree upon a data format and method of transmission. Womply shall provide all information in its possession regarding all Referred Loans to Lender no later than thirty (30) days following the termination of this Agreement.

4.4. The following Sections shall survive termination or expiration of this Agreement: 2 (to the extent Referral Fees remain outstanding), 3, 4.3, 4.4, 4.5, and 5 through 17.

4.5. Womply shall be entitled to all Referral Fees accrued in connection with Referred Loans pursuant to the terms and provisions of Section 2 above, including services provided after termination of this Agreement pursuant to Lender's request.

5. **Confidential Information.**

5.1. During the course of performing this Agreement, each party may have access to confidential or proprietary



information of the other party, as well as confidential customer information that accompanies each Referral ("**Confidential Information**"). The protection of confidential customer information is required at all times and Lender and Womply shall at all times comply with relevant state and federal regulations regarding disclosure of such Confidential Information, including if applicable the Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801-6809) and the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.).

5.2. A party's Confidential Information shall not include any information which (i) becomes part of the public domain through no act or omission of the other party; (ii) is lawfully acquired by the other party on a non-confidential basis from a third party without any breach of a confidentiality obligation; (iii) is disclosed by such party to a third party without any obligation of confidentiality; or (iv) was independently developed by the other party without reference to such party's Confidential Information. Each party agrees to use the other party's Confidential Information only as necessary to perform its obligations under this Agreement and to maintain the confidentiality of the other party's Confidential Information using at least the same degree of care in safeguarding the other's Confidential Information as it uses in safeguarding its own Confidential Information, subject to a minimum standard of reasonable diligence and protection to prevent any unauthorized copying, use, distribution, installation or transfer of possession of such information. If required by law, the receiving party may disclose Confidential Information of the disclosing party, provided the receiving party gives adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor.

6. Indemnification.

6.1. Subject to Section 6.2, each party ("**Indemnifying Party**") shall indemnify, defend, and hold the other party, its officers, directors, employees, representatives and agents ("**Indemnified Parties**"), harmless from and against any Claim (defined below) to the extent resulting from: (i) a material violation of any law, rule, or regulation applicable to the Indemnifying Party's performance obligations herein; or (ii) infringement, conflict with, or violation by the Indemnifying Party of any intellectual property rights, contracts rights, or tort rights (including the right of publicity or right of privacy) of any third party. Indemnifying Party agrees to promptly pay and fully satisfy any and all Losses (defined below), including, without limitation, reasonable attorneys' fees, actually incurred, or sustained, as a result of any Claims. "**Claim**" means any third-party claim, legal or equitable, cause of action, suit, litigation, proceeding (including a regulatory or administrative proceeding), complaint, demand, charge, investigation, audit, arbitration, mediation, or other process for settling disputes or disagreements, including, without limitation, any of the foregoing processes or procedures in which injunctive or equitable relief is sought. "**Losses**" mean and include any loss, assessment, fine, penalty, deficiency, interest, payment, expense, cost, debt, indebtedness, liability, lien, judgment, or damage, which is both (a) sustained, incurred, or accrued and (b) paid to an unaffiliated third party.

6.2. The Indemnified Party shall: (i) promptly notify the Indemnifying Party in writing of any Losses for which the Indemnified Party seeks indemnification; (ii) provide reasonable cooperation to the Indemnifying Party and its legal representatives in the investigation of any matter which is the subject of indemnification; and (iii) permit the Indemnifying Party to have full control over the defense and settlement of any matter subject to indemnification. The Indemnified Party shall have the right to participate in the defense at its own expense.

7. **Limitation of Liability.** EXCEPT WITH RESPECT TO A BREACH OF SECTION 5 AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, (I) NEITHER PARTY WILL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, AND (II) NEITHER PARTY'S LIABILITY SHALL EXCEED THE AMOUNTS PAID AND PAYABLE (IN THE CASE OF LENDER'S BREACH ONLY) TO WOMPLY DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

8. **Recitals.** The recitals set forth above are hereby incorporated into this Agreement.

9. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the provisions of the conflict of laws thereof. Notwithstanding the foregoing or any provision of this Agreement to the contrary, this Agreement is subject to all Applicable Laws, including SBA Regulations. In the event of any conflict between the governing law and the SBA Regulations (defined below), the SBA Regulations shall control. "SBA Regulations" means all PPP requirements and SBA guidelines under the CARES Act, the Economic Aid Act, the PPP Flexibility Act, any rules or guidance that have been issued by SBA



implementing the PPP, including SBA regulations published at 86 Fed. Reg. 3692 (Jan. 14, 2021) and 85 Fed. Reg. 20811 (Apr. 15, 2020) and any subsequent Interim Final Rules and other guidance as may have been or may be subsequently issued by SBA or the U.S. Department of the Treasury with respect to the origination, servicing and forgiveness of loans under the PPP and Frequently Asked Questions, or any other applicable SBA loan requirements, including those codified in 13 CFR part 120, in each case as amended, supplemented or modified from time to time (the "PPP Loan Program Requirements"). In the event that this Agreement conflicts with any other contract or agreement between the parties, now or in the future, this Agreement shall control with respect to any Referred Loan unless the other contract or agreement specifically states that it supersedes this Agreement.

10. **Arbitration.** Without limiting a party's right to seek injunctive or other equitable relief in court, any dispute between the parties related to the subject matter of this Agreement will be resolved by binding arbitration in the English language in San Francisco County, California under the rules of JAMS; the decision of the arbitrator will be enforceable in any court. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees.

11. **Independent Contractors.** This Agreement is not intended to establish any partnership, joint venture, employment, or other relationship between the parties except that of independent contractors. Neither party has, or may represent that it has, any authority under or as a result of this Agreement to act on behalf of the other party in any way.

12. **Notices.** Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or upon receipt if sent by email transmission with confirmation or if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective parties at the addresses set forth above, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this section.

13. **Assignment.** Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that this Agreement may be assigned by a party without the consent of the other to any successor corporation or entity whether by purchase of all or substantially all of the assets relating to this Agreement, a sale of a controlling interest of the capital stock of the assigning party, by merger, consolidation or otherwise. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. **Force Majeure.** Neither party will be liable for failure or delay in performance of any of its obligations under this Agreement arising out of any event or circumstance beyond that party's reasonable control; *provided, however*, that such party promptly notifies the other party of the nature and duration of the force majeure event and resumes performance as soon as possible.

15. **Severability.** Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

16. **Entire Agreement.** Excluding separate agreements Lender may have for the purchase of Womply's products and services, this Agreement constitutes the entire agreement between the parties and supersedes any and all prior communications or agreements between them, whether written or oral, with respect to the subject matter hereof, including without limitation the Original Agreement. This Agreement may not be amended, modified or any provision hereof waived, except in a writing signed by the parties hereto. No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

17. **Press Releases.** Any news release, public announcement, advertisement, or other publicity released by either party concerning this Agreement shall be subject to the prior approval of the other party, which approval shall not be unreasonably withheld or delayed. The parties will cooperate with each other to issue a joint press release announcing their relationship established by this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Amendment Effective Date.

Womply:

By: _____
Name: _____
Title: _____
Email: _____

Lender

By: _____
Name: _____
Title: Chief Financial Officer
Email: _____@harvestcref.com



Womply Developer Order Form

Client:	Harvest Small Business Finance, LLC
Effective Date:	April 21 st , 2021
API Access End Date:	The earlier of twelve (12) months from the Effective Date or when this Order or the Agreement is terminated.

API Package	Payments
Tax Documents Business Fraud Analytics Bank Data Identity Account Verification PPP Portfolio Management System	\$250 per funded "Fast Lane" PPP loan sourced through the Services (the " API Fee ") plus the Technology Fee set forth in Section 2 below.

This Amended and Restated Womply Developer Order Form agreement ("**Agreement**") is entered into as of the Effective Date and is between Oto Analytics, Inc. d/b/a Womply ("**Womply**") and the Client listed above. This Agreement includes and incorporates (i) the above Order Form, (ii) any Order Forms subsequently entered into by the parties, (iii) the Womply Master Developer Agreement located at <http://www.womply.com/mda> (the "**MDA**"), and (iv) the Additional Terms and Conditions set forth below. Unless set forth otherwise, undefined capitalized terms are defined in the MDA or Amended and Restated PPP Loan Referral Agreement between the Parties (the "**Referral Agreement**"). To the extent there is a conflict between the Order Form Terms and the MDA or the Referral Agreement, the Order Form Terms shall take precedence. This Agreement supersedes all prior communications and writings and constitutes the entire agreement between the parties with respect to the Services, including without limitation the Womply Developer Order Form agreement between the parties dated March 1st, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Womply:

By: _____
Name: _____
Title: _____

Client:

By: _____
Name: _____
Title: Chief Financial Officer

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Additional Terms and Conditions

1. Disclaimers.

1.1. WOMPLY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT, AND HEREBY DISCLAIMS ALL RESPONSIBILITY FOR, THE ACCURACY, LAWFULNESS, OR COMPLETENESS OF ANY INFORMATION ACCOMPANYING A REFERRAL (I.E., OUTPUT MADE AVAILABLE VIA THE SERVICES). FOR THE AVOIDANCE OF DOUBT, WOMPLY DOES NOT ENDORSE ANY REFERRAL. CLIENT ASSUMES SOLE RESPONSIBILITY REGARDING WHETHER OR NOT ANY REFERRAL SHOULD BE SENT TO THE SBA FOR REVIEW.

1.2. The Services includes integrations with and/or links to certain third-party service providers (including, without limitation, Plaid, DocuSign, LexisNexis, Teslar, Inscribe, Ocrolus, AWS Mechanical Turk, Mindee, Persona, Twilio, Sendgrid, etc.) ("**Third-Party Providers**"). WOMPLY HAS NO CONTROL OVER AND ASSUMES NO RESPONSIBILITY FOR THE ACTIONS, ERRORS, OR OMISSIONS OF THE THIRD PARTY PROVIDERS.

1.3. Womply is not a lender or lender service provider as defined by the SBA.

1.4. For purposes of this Agreement only, a "Referral" means any PPP loan applicant referred by Womply, in its sole and absolute discretion, to Client through Womply's Fast Lane program. The Fast Lane Program covers PPP loans up to \$50,000 referred by Womply to Lender under this Agreement. From and after the Effective Date of this Agreement, Womply will not refer any loans to Client that are less than \$5,000.

2. **Technology Fees.** Client shall pay Womply the technology fees ("**Technology Fees**") described below for each loan originated by Client under the PPP that resulted prior to the Effective Date or results on or after the Effective Date from a Referral (such loan a "**Referred Loan**"). Notwithstanding anything contained to the contrary herein, in no event shall Client be required to pay fees to Womply for any Referred Loan that exceed, in the aggregate, the Lender Processing Fee received by Client from SBA for such Referred Loan.

2.1. Subject to Section 2.2, the Technology Fee for each Referred Loan shall be determined using the formulations set forth below in Section 2.3 for that specific Referred Loan. The Technology Fee payable to Womply for each Referred Loan shall be reduced by any Referral Fee paid to Womply for the same Referred Loan in accordance with the reductions set forth below in Section 2.3.

2.2. If the Lender Processing Fee for a Referred Loan is two-hundred and fifty dollars (\$250) or less: (A) there will be no Technology Fee for that Referred Loan; (B) the API Fee set forth above will remain owed for that Referred Loan; and (C) such Referred Loans under \$250.00 will not count towards total Referred Loans (paid or otherwise) for purposes of the Section 2.3 calculations below.

2.3. Calculation.

2.3.1. Up to and until Client has funded 225,000 Referred Loans, the Technology Fee Percentage shall be 80% of the Lender Processing Fee for each Referred Loan.

By way of example, if Client paid Womply all Technology Fees for 200,000 Referred Loans and Referred Loan number 200,001 has a principal amount of \$50,000 where Client receives a Lender Processing Fee of \$2,500, then Client shall pay Womply the following Technology Fees for Referred Loan no. 200,001:

Technology Fee = (Technology Fee Percentage X Lender Processing Fee) minus Referral Fee (as determined by the Referral Agreement), plus API Fee, or:

$$\$1,750 = (80\% \times \$2,500) - \$500 + \$250$$

2.3.2. After Client has funded 225,000 Referred Loans, every Referred Loan, including Referred Loans where Client has already paid the Technology Fee, will be assigned to the Referred Loan Tier set forth below, and its tier will be determined chronologically based on the date each such Referred Loan is or funded by the Client, such that the first 30,000 Client funded Referred Loans by date would fall in Tier One (1). For the avoidance of doubt, once 225,000 Referred Loans have been funded by Client, the Referred Loan Tiers shall apply retroactively to all Referred Loans.



Tier	Referred Loan Tiers	Technology Fee Percentage
1	1 through 30,000 Referred Loans	50% of the Lender Processing Fee for each Referred Loan
2	30,001 through 45,000 Referred Loans	60% of the Lender Processing Fee for each Referred Loan
3	45,001 through 60,000 Referred Loans	70% of the Lender Processing Fee for each Referred Loan
4	60,000 through 250,000 Referred Loans	80% of the Lender Processing Fee for each Referred Loan
5	Greater than 250,000 Referred Loans	70% of the Lender Processing Fee for each Referred Loan

By way of examples where Client has funded 225,000 or more Referred Loans:

If Referred Loan Number 15,000 had a principal amount of \$50,000 and if Client received a Lender Processing Fee of \$2,500, then the Technology Fees payable to Womply shall be calculated as follows:

Tier 1 Technology Fee + API Fee = (Tier 1 Technology Fee Percentage X Lender Processing Fee) minus Referral Fee (as determined by the Referral Agreement), plus API fee:

$$\$1,000 = (50\% \times \$2,500) - \$500 + \$250$$

If Referred Loan number 250,002 has a principal amount of \$50,000 and if Client receives a Lender Processing Fee of \$2,500, then the Technology Fees payable to Womply shall be calculated as follows:

Tier 5 Technology Fee + API Fee = (Tier 5 Technology Fee Percentage X Lender Processing Fee) minus Referral Fee (as determined by the Referral Agreement), plus API Fee:

$$\$1,500 = (70\% \times \$2,500) - \$500 + 250$$

In the event that Client funds more than 225,000 Referred Loans, such that the Referred Loan Tiers become effective, Client shall reconcile the fees paid for the first 225,000 loans with the fees that are payable under the Referred Loan Tiers, and any overpayment of fees shall be offset against any future fees due under this Agreement. In the event that there are not sufficient additional fees due under this Agreement to offset any overpayment amount, Womply shall refund any such amounts within 30 days of Client's request.

2.4. Within fifteen (15) days of Client receiving the Lender Processing Fee from the SBA, Client will pay Womply all associated Technology Fees for each applicable Referred Loan.

2.5. Womply shall return to Client: (i) the Technology Fee paid to Womply for a Referred Loan in the event that the SBA or other governmental agency requires by Government Order (defined below) that Client return the Lender Processing Fee for that Referred Loan; and (ii) any portion of the Technology Fees paid to Womply that the SBA or other governmental agency determines by Government Order were not in compliance with applicable SBA and/or PPP Loan Program Requirements. "**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by the SBA or other governmental agency with jurisdiction over the PPP. Such return of Technology Fees will occur within fifteen (15) days of Womply receiving notice of such Governmental Order.

2.6. Each party shall be responsible for and pay any and all applicable taxes, customs, withholding taxes, duties, assessments and other governmental impositions resulting from its own activities under this Agreement. Payments not made when due hereunder are subject to a finance charge of 1.5% per month or the maximum rate permitted by law (whichever is less), plus all reasonable costs of collection.

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2.7. Subject to having sufficient Referred Loans with approved SBA Loan numbers ("**SBA Approved Loans**"), and subject to the availability of funds in the PPP, and further subject to Client having access to the PPPLF, Client shall: (A) while the PPP remains available to borrowers, send each Referred Loan to the SBA for approval and, if applicable, fund each related SBA Approved Loan; and (B) without limiting the foregoing, fund no less than four hundred million dollars (\$400,000,000) of SBA Approved Loans per calendar week ("**Minimum Weekly Funding Commitment**") (or a minimum weekly amount equal to the product of A, the number of business days in the week when ACH transfers are permitted, multiplied by B, eighty million dollars (\$80,000,000)), and if Client fails to achieve the Minimum Weekly Funding Commitment in any such week, Client will pay Womply an under-funding fee of five percent (5%) times the funding amount below the Minimum Weekly Funding Commitment for each applicable week Client falls below the Minimum Weekly Funding Commitment (the "**Under-Funding Fee**"). By way of example, if Client funds \$375,000,000 in a given calendar week, then the Under-Funding Fee will equal \$1,250,000 (calculated as the \$25,000,000 below the Minimum Weekly Funding Commitment times 5%).

3. **Representations and Warranties**. Each party represents, warrants, and covenants that: (a) it has the full right, power and authority to execute this Agreement and perform its obligations hereunder; (b) its performance hereunder will not conflict with any obligation it has to any third party; and (c) it has and will maintain such comprehensive general liability and other insurance as is necessary to cover any claims and losses associated with its obligations under this Agreement.

4. **Miscellaneous**. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the provisions of the conflict of laws thereof. Notwithstanding the foregoing or any provision of this Agreement to the contrary, this Agreement is subject to all Applicable Laws, including SBA Regulations. In the event of any conflict between the governing law and the SBA Regulations, the SBA Regulations shall control. Without limiting a party's right to seek injunctive or other equitable relief in court, any dispute between the parties related to the subject matter of this Agreement will be resolved by binding arbitration in the English language in San Francisco County, California under the rules of JAMS; the decision of the arbitrator will be enforceable in any court. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees.

5. **Term; Termination**. The following provision is herein incorporated into the MDA as subparagraph 3.3: Either party may terminate this Agreement at its option by providing no less than thirty (30) days' written notice ("**Notice of Termination**") to the other party. Either party may also terminate this Agreement immediately upon delivery of a Notice of Termination if the terminating party can demonstrate with reasonable evidence that the other party has engaged in fraudulent or illegal activity or is in material breach of any warranty, representation, covenant or obligation under this Agreement and is not able to cure such breach within seven (7) calendar days of receiving the Notice of Termination.



Amended and Restated PPP Loan Referral Agreement

This Amended and Restated PPP Loan Referral Agreement (the "**Agreement**") is made and entered into on April 21st, 2021 (the "**Amendment Effective Date**") by and between Oto Analytics, Inc. d/b/a Womply ("**Womply**") and Harvest Small Business Finance, LLC (the "**Lender**"). In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Womply and Lender hereby agree as follows:

WHEREAS, Lender desires to engage in the origination, marketing, underwriting, and funding of loans, as well as the servicing, management and liquidation of the subsequently resulting loan portfolios, funded and created under the U.S. Small Business Administration ("**SBA**") Paycheck Protection Program (the "**PPP**");

WHEREAS, Lender has the ability to independently evaluate, process, close, service, liquidate, and litigate commercial loans;

WHEREAS, Lender and Womply desire to establish an independent contractor relationship whereby Womply provides referrals to Lender in connection with potential loan applicants seeking loans under the PPP;

WHEREAS, Lender and Womply specifically acknowledge that Lender retains ultimate responsibility for all loan decisions, including approvals, underwriting, closings, disbursements, due diligence, and loan servicing actions (including those relating to loan deferments, loan forgiveness, and loan guarantees), as required by the SBA, and Womply will exercise all best efforts to comply with all regulatory requirements of the PPP; and

WHEREAS, Lender and Womply entered into that certain PPP Loan Referral Agreement dated March 1st, 2021 (the "**Original Agreement**") but have since agreed to amend the economics thereof to provide an early-payment discount to Lender.

NOW THEREFORE, in consideration of the mutual covenants, promises, and undertakings contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Referrals.

1.1. Womply may, from time to time, refer to Lender such PPP loan applicants as Womply shall, in its sole and absolute discretion, deem appropriate (each such applicant a "**Referral**"). Womply acknowledges that sometimes the same borrower is submitted to Lender by multiple referring parties. Womply will be the party paid if they were the first to submit a complete package to Lender for the requested loan.

1.2. WOMPLY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT, AND HEREBY DISCLAIMS ALL RESPONSIBILITY FOR, THE ACCURACY, LAWFULNESS, OR COMPLETENESS OF ANY INFORMATION ACCOMPANYING A REFERRAL. FOR THE AVOIDANCE OF DOUBT, WOMPLY DOES NOT ENDORSE ANY REFERRAL. LENDER ASSUMES SOLE RESPONSIBILITY REGARDING WHETHER OR NOT ANY REFERRAL IS OR SHOULD BE SENT TO THE SBA FOR REVIEW.

1.3. Womply is not a lender or lender service provider as defined by the SBA.

1.4. Lender agrees to use commercially reasonable efforts to process and underwrite each PPP loan in a timely fashion using consistent standards that are no more stringent than might be applied to loans received from other sources, to submit them to the SBA in a reasonable time period, and whenever possible, to fund the approved loans prior to the SBA's ten day deadline.

2. Compensation.

2.1. The Referral Fees described in this Section 2 will be paid out of the fees actually received by Lender in respect of Referred Loans (defined below) in Lender's capacity as a "Lender" for such Referred Loans under SBA Regulations (as may be amended, the "**Lender Fees**"). As of the Amendment Effective Date, the current maximum Lender Fees under the SBA Regulations are:

- For loans of not more than \$50,000, an amount equal to the lesser of 50% of the loan amount or \$2,500;
- 5% of the loan amount for loans more than \$50,000 but not more than \$350,000; and
- 3% of the loan amount for loans more than \$350,000 and less than or equal to \$2,000,000.



2.2. In consideration of Womply providing Lender with Referrals, Lender shall pay to Womply the Referral Fees set forth in the table below, which is expressed as a percentage of the outstanding balance of the Referred Loan at the time of loan disbursement (such fees, the "**Referral Fees**"), for each loan originated by Lender under the PPP resulting from a Referral (such loan a "**Referred Loan**").

Referral Fee Amount	1.00% of the Loan amount for each Referred Loan up to \$350,000 and 0.50% of the Loan amount for each Referred Loan more than \$350,000 and less than \$2 million.
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2.3. For all Referred Loans funded by Lender before March 31, 2021, Lender will pay Womply all associated Referral Fees on or before April 30, 2021. For all Referred Loans funded by Lender on or after April 1, 2021, Lender will pay Womply all associated Referral Fees on or before June 30, 2021. Womply shall return any Referral Fees paid in the event that the SBA or other governmental agency requires Lender to return the Lender Fee. Additionally, Womply shall return any portion of Referral Fees paid that the SBA or other governmental agency determines were not in compliance with applicable SBA and/or PPP Loan Program Requirements. Such return of fees will occur within fifteen (15) days of Womply receiving notice of such return of fees from Lender.

2.4. Each party shall be responsible for and pay any and all applicable taxes, customs, withholding taxes, duties, assessments and other governmental impositions resulting from its own activities under this Agreement. All payments described in this Section 2 must be made by wire transfer. Referral Fee payments not made when due hereunder are subject to a finance charge of 1.5% per month or the maximum rate permitted by law (whichever is less), plus all reasonable costs of collection.

3. **Representations and Warranties.** Each party represents, warrants, and covenants that: (a) it has the full right, power and authority to execute this Agreement and perform its obligations hereunder; (b) its performance hereunder will not conflict with any obligation it has to any third party; and (c) it has and will maintain such comprehensive general liability and other insurance as is necessary to cover any Claims and Losses associated with any of its obligations under this Agreement.

4. **Term; Termination.**

4.1. The term of this Agreement shall be one (1) year from the Effective Date of the Original Agreement (as defined therein) (the "**Term**"), and thereafter, upon the mutual written consent of both parties, shall renew for successive one (1) year terms unless earlier terminated, if Notice of Termination is timely provided, in accordance with this Section 4.

4.2. Notwithstanding Section 4.1 above, either party may terminate this Agreement at its option by providing no less than thirty (30) days' written notice ("**Notice of Termination**") to the other party. Either party may also terminate this Agreement immediately upon delivery of a Notice of Termination if the terminating party can demonstrate with reasonable evidence that the other party has engaged in fraudulent or illegal activity or is in material breach of any warranty, representation, covenant or obligation under this Agreement and is not able to cure such breach within seven (7) calendar days of receiving the Notice of Termination.

4.3. At any time during the term of or after termination of this Agreement, Lender may request from Womply, and Womply shall provide to Lender, a plan for transmitting to Lender electronic copies of loan files in its possession that relate to the Referred Loans, to the extent not otherwise in the possession of Lender. Womply will not unreasonably withhold its cooperation in such selection and transmission. Both parties shall agree upon a data format and method of transmission. Womply shall provide all information in its possession regarding all Referred Loans to Lender no later than thirty (30) days following the termination of this Agreement.

4.4. The following Sections shall survive termination or expiration of this Agreement: 2 (to the extent Referral Fees remain outstanding), 3, 4.3, 4.4, 4.5, and 5 through 17.

4.5. Womply shall be entitled to all Referral Fees accrued in connection with Referred Loans pursuant to the terms and provisions of Section 2 above, including services provided after termination of this Agreement pursuant to Lender's request.

5. **Confidential Information.**

5.1. During the course of performing this Agreement, each party may have access to confidential or proprietary



information of the other party, as well as confidential customer information that accompanies each Referral ("**Confidential Information**"). The protection of confidential customer information is required at all times and Lender and Womply shall at all times comply with relevant state and federal regulations regarding disclosure of such Confidential Information, including if applicable the Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801-6809) and the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.).

5.2. A party's Confidential Information shall not include any information which (i) becomes part of the public domain through no act or omission of the other party; (ii) is lawfully acquired by the other party on a non-confidential basis from a third party without any breach of a confidentiality obligation; (iii) is disclosed by such party to a third party without any obligation of confidentiality; or (iv) was independently developed by the other party without reference to such party's Confidential Information. Each party agrees to use the other party's Confidential Information only as necessary to perform its obligations under this Agreement and to maintain the confidentiality of the other party's Confidential Information using at least the same degree of care in safeguarding the other's Confidential Information as it uses in safeguarding its own Confidential Information, subject to a minimum standard of reasonable diligence and protection to prevent any unauthorized copying, use, distribution, installation or transfer of possession of such information. If required by law, the receiving party may disclose Confidential Information of the disclosing party, provided the receiving party gives adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor.

6. Indemnification.

6.1. Subject to Section 6.2, each party ("**Indemnifying Party**") shall indemnify, defend, and hold the other party, its officers, directors, employees, representatives and agents ("**Indemnified Parties**"), harmless from and against any Claim (defined below) to the extent resulting from: (i) a material violation of any law, rule, or regulation applicable to the Indemnifying Party's performance obligations herein; or (ii) infringement, conflict with, or violation by the Indemnifying Party of any intellectual property rights, contracts rights, or tort rights (including the right of publicity or right of privacy) of any third party. Indemnifying Party agrees to promptly pay and fully satisfy any and all Losses (defined below), including, without limitation, reasonable attorneys' fees, actually incurred, or sustained, as a result of any Claims. "**Claim**" means any third-party claim, legal or equitable, cause of action, suit, litigation, proceeding (including a regulatory or administrative proceeding), complaint, demand, charge, investigation, audit, arbitration, mediation, or other process for settling disputes or disagreements, including, without limitation, any of the foregoing processes or procedures in which injunctive or equitable relief is sought. "**Losses**" mean and include any loss, assessment, fine, penalty, deficiency, interest, payment, expense, cost, debt, indebtedness, liability, lien, judgment, or damage, which is both (a) sustained, incurred, or accrued and (b) paid to an unaffiliated third party.

6.2. The Indemnified Party shall: (i) promptly notify the Indemnifying Party in writing of any Losses for which the Indemnified Party seeks indemnification; (ii) provide reasonable cooperation to the Indemnifying Party and its legal representatives in the investigation of any matter which is the subject of indemnification; and (iii) permit the Indemnifying Party to have full control over the defense and settlement of any matter subject to indemnification. The Indemnified Party shall have the right to participate in the defense at its own expense.

7. **Limitation of Liability.** EXCEPT WITH RESPECT TO A BREACH OF SECTION 5 AND EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, (I) NEITHER PARTY WILL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, AND (II) NEITHER PARTY'S LIABILITY SHALL EXCEED THE AMOUNTS PAID AND PAYABLE (IN THE CASE OF LENDER'S BREACH ONLY) TO WOMPLY DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

8. **Recitals.** The recitals set forth above are hereby incorporated into this Agreement.

9. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the provisions of the conflict of laws thereof. Notwithstanding the foregoing or any provision of this Agreement to the contrary, this Agreement is subject to all Applicable Laws, including SBA Regulations. In the event of any conflict between the governing law and the SBA Regulations (defined below), the SBA Regulations shall control. "SBA Regulations" means all PPP requirements and SBA guidelines under the CARES Act, the Economic Aid Act, the PPP Flexibility Act, any rules or guidance that have been issued by SBA



implementing the PPP, including SBA regulations published at 86 Fed. Reg. 3692 (Jan. 14, 2021) and 85 Fed. Reg. 20811 (Apr. 15, 2020) and any subsequent Interim Final Rules and other guidance as may have been or may be subsequently issued by SBA or the U.S. Department of the Treasury with respect to the origination, servicing and forgiveness of loans under the PPP and Frequently Asked Questions, or any other applicable SBA loan requirements, including those codified in 13 CFR part 120, in each case as amended, supplemented or modified from time to time (the "PPP Loan Program Requirements"). In the event that this Agreement conflicts with any other contract or agreement between the parties, now or in the future, this Agreement shall control with respect to any Referred Loan unless the other contract or agreement specifically states that it supersedes this Agreement.

10. **Arbitration.** Without limiting a party's right to seek injunctive or other equitable relief in court, any dispute between the parties related to the subject matter of this Agreement will be resolved by binding arbitration in the English language in San Francisco County, California under the rules of JAMS; the decision of the arbitrator will be enforceable in any court. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees.

11. **Independent Contractors.** This Agreement is not intended to establish any partnership, joint venture, employment, or other relationship between the parties except that of independent contractors. Neither party has, or may represent that it has, any authority under or as a result of this Agreement to act on behalf of the other party in any way.

12. **Notices.** Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or upon receipt if sent by email transmission with confirmation or if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective parties at the addresses set forth above, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this section.

13. **Assignment.** Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part; provided, however, that this Agreement may be assigned by a party without the consent of the other to any successor corporation or entity whether by purchase of all or substantially all of the assets relating to this Agreement, a sale of a controlling interest of the capital stock of the assigning party, by merger, consolidation or otherwise. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. **Force Majeure.** Neither party will be liable for failure or delay in performance of any of its obligations under this Agreement arising out of any event or circumstance beyond that party's reasonable control; *provided, however*, that such party promptly notifies the other party of the nature and duration of the force majeure event and resumes performance as soon as possible.

15. **Severability.** Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

16. **Entire Agreement.** Excluding separate agreements Lender may have for the purchase of Womply's products and services, this Agreement constitutes the entire agreement between the parties and supersedes any and all prior communications or agreements between them, whether written or oral, with respect to the subject matter hereof, including without limitation the Original Agreement. This Agreement may not be amended, modified or any provision hereof waived, except in a writing signed by the parties hereto. No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

17. **Press Releases.** Any news release, public announcement, advertisement, or other publicity released by either party concerning this Agreement shall be subject to the prior approval of the other party, which approval shall not be unreasonably withheld or delayed. The parties will cooperate with each other to issue a joint press release announcing their relationship established by this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Amendment Effective Date.

Womply:

By: _____

Name: Cory Capoccia

Title: President

Email: _____@womply.com

Lender _____

By: _____

Name: Evan Mitnick

Title: Chief Financial Officer

Email: _____@harvestcref.com



Womply Developer Order Form

Client:	Harvest Small Business Finance, LLC
Effective Date:	April 21 st , 2021
API Access End Date:	The earlier of twelve (12) months from the Effective Date or when this Order or the Agreement is terminated.

API Package	Payments
Tax Documents Business Fraud Analytics Bank Data Identity Account Verification PPP Portfolio Management System	\$250 per funded "Fast Lane" PPP loan sourced through the Services (the "API Fee") plus the Technology Fee set forth in Section 2 below.

This Amended and Restated Womply Developer Order Form agreement ("**Agreement**") is entered into as of the Effective Date and is between Oto Analytics, Inc. d/b/a Womply ("**Womply**") and the Client listed above. This Agreement includes and incorporates (i) the above Order Form, (ii) any Order Forms subsequently entered into by the parties, (iii) the Womply Master Developer Agreement located at <http://www.womply.com/mda> (the "**MDA**"), and (iv) the Additional Terms and Conditions set forth below. Unless set forth otherwise, undefined capitalized terms are defined in the MDA or Amended and Restated PPP Loan Referral Agreement between the Parties (the "**Referral Agreement**"). To the extent there is a conflict between the Order Form Terms and the MDA or the Referral Agreement, the Order Form Terms shall take precedence. This Agreement supersedes all prior communications and writings and constitutes the entire agreement between the parties with respect to the Services, including without limitation the Womply Developer Order Form agreement between the parties dated March 1st, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Womply:

By: _____

Name: Cory Capoccia

Title: President

Client: _____

By: _____

Name: Evan Mitnick

Title: Chief Financial Officer

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Additional Terms and Conditions

1. Disclaimers.

1.1. WOMPLY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT, AND HEREBY DISCLAIMS ALL RESPONSIBILITY FOR, THE ACCURACY, LAWFULNESS, OR COMPLETENESS OF ANY INFORMATION ACCOMPANYING A REFERRAL (I.E., OUTPUT MADE AVAILABLE VIA THE SERVICES). FOR THE AVOIDANCE OF DOUBT, WOMPLY DOES NOT ENDORSE ANY REFERRAL. CLIENT ASSUMES SOLE RESPONSIBILITY REGARDING WHETHER OR NOT ANY REFERRAL SHOULD BE SENT TO THE SBA FOR REVIEW.

1.2. The Services includes integrations with and/or links to certain third-party service providers (including, without limitation, Plaid, DocuSign, LexisNexis, Teslar, Inscribe, Ocrolus, AWS Mechanical Turk, Mindee, Persona, Twilio, Sendgrid, etc.) ("**Third-Party Providers**"). WOMPLY HAS NO CONTROL OVER AND ASSUMES NO RESPONSIBILITY FOR THE ACTIONS, ERRORS, OR OMISSIONS OF THE THIRD PARTY PROVIDERS.

1.3. Womply is not a lender or lender service provider as defined by the SBA.

1.4. For purposes of this Agreement only, a "Referral" means any PPP loan applicant referred by Womply, in its sole and absolute discretion, to Client through Womply's Fast Lane program. The Fast Lane Program covers PPP loans up to \$50,000 referred by Womply to Lender under this Agreement. From and after the Effective Date of this Agreement, Womply will not refer any loans to Client that are less than \$5,000.

2. **Technology Fees.** Client shall pay Womply the technology fees ("**Technology Fees**") described below for each loan originated by Client under the PPP that resulted prior to the Effective Date or results on or after the Effective Date from a Referral (such loan a "**Referred Loan**"). Notwithstanding anything contained to the contrary herein, in no event shall Client be required to pay fees to Womply for any Referred Loan that exceed, in the aggregate, the Lender Processing Fee received by Client from SBA for such Referred Loan.

2.1. Subject to Section 2.2, the Technology Fee for each Referred Loan shall be determined using the formulations set forth below in Section 2.3 for that specific Referred Loan. The Technology Fee payable to Womply for each Referred Loan shall be reduced by any Referral Fee paid to Womply for the same Referred Loan in accordance with the reductions set forth below in Section 2.3.

2.2. If the Lender Processing Fee for a Referred Loan is two-hundred and fifty dollars (\$250) or less: (A) there will be no Technology Fee for that Referred Loan; (B) the API Fee set forth above will remain owed for that Referred Loan; and (C) such Referred Loans under \$250.00 will not count towards total Referred Loans (paid or otherwise) for purposes of the Section 2.3 calculations below.

2.3. Calculation.

2.3.1. Up to and until Client has funded 225,000 Referred Loans, the Technology Fee Percentage shall be 80% of the Lender Processing Fee for each Referred Loan.

By way of example, if Client paid Womply all Technology Fees for 200,000 Referred Loans and Referred Loan number 200,001 has a principal amount of \$50,000 where Client receives a Lender Processing Fee of \$2,500, then Client shall pay Womply the following Technology Fees for Referred Loan no. 200,001:

Technology Fee = (Technology Fee Percentage X Lender Processing Fee) minus Referral Fee (as determined by the Referral Agreement), plus API Fee, or:

$$\$1,750 = (80\% \times \$2,500) - \$500 + \$250$$

2.3.2. After Client has funded 225,000 Referred Loans, every Referred Loan, including Referred Loans where Client has already paid the Technology Fee, will be assigned to the Referred Loan Tier set forth below, and its tier will be determined chronologically based on the date each such Referred Loan is or funded by the Client, such that the first 30,000 Client funded Referred Loans by date would fall in Tier One (1). For the avoidance of doubt, once 225,000 Referred Loans have been funded by Client, the Referred Loan Tiers shall apply retroactively to all Referred Loans.



Tier	Referred Loan Tiers	Technology Fee Percentage
1	1 through 30,000 Referred Loans	50% of the Lender Processing Fee for each Referred Loan
2	30,001 through 45,000 Referred Loans	60% of the Lender Processing Fee for each Referred Loan
3	45,001 through 60,000 Referred Loans	70% of the Lender Processing Fee for each Referred Loan
4	60,000 through 250,000 Referred Loans	80% of the Lender Processing Fee for each Referred Loan
5	Greater than 250,000 Referred Loans	70% of the Lender Processing Fee for each Referred Loan

By way of examples where Client has funded 225,000 or more Referred Loans:

If Referred Loan Number 15,000 had a principal amount of \$50,000 and if Client received a Lender Processing Fee of \$2,500, then the Technology Fees payable to Womply shall be calculated as follows:

Tier 1 Technology Fee + API Fee = (Tier 1 Technology Fee Percentage X Lender Processing Fee) minus Referral Fee (as determined by the Referral Agreement), plus API fee:

$$\$1,000 = (50\% \times \$2,500) - \$500 + \$250$$

If Referred Loan number 250,002 has a principal amount of \$50,000 and if Client receives a Lender Processing Fee of \$2,500, then the Technology Fees payable to Womply shall be calculated as follows:

Tier 5 Technology Fee + API Fee = (Tier 5 Technology Fee Percentage X Lender Processing Fee) minus Referral Fee (as determined by the Referral Agreement), plus API Fee:

$$\$1,500 = (70\% \times \$2,500) - \$500 + 250$$

In the event that Client funds more than 225,000 Referred Loans, such that the Referred Loan Tiers become effective, Client shall reconcile the fees paid for the first 225,000 loans with the fees that are payable under the Referred Loan Tiers, and any overpayment of fees shall be offset against any future fees due under this Agreement. In the event that there are not sufficient additional fees due under this Agreement to offset any overpayment amount, Womply shall refund any such amounts within 30 days of Client's request.

2.4. Within fifteen (15) days of Client receiving the Lender Processing Fee from the SBA, Client will pay Womply all associated Technology Fees for each applicable Referred Loan.

2.5. Womply shall return to Client: (i) the Technology Fee paid to Womply for a Referred Loan in the event that the SBA or other governmental agency requires by Government Order (defined below) that Client return the Lender Processing Fee for that Referred Loan; and (ii) any portion of the Technology Fees paid to Womply that the SBA or other governmental agency determines by Government Order were not in compliance with applicable SBA and/or PPP Loan Program Requirements. "**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by the SBA or other governmental agency with jurisdiction over the PPP. Such return of Technology Fees will occur within fifteen (15) days of Womply receiving notice of such Governmental Order.

2.6. Each party shall be responsible for and pay any and all applicable taxes, customs, withholding taxes, duties, assessments and other governmental impositions resulting from its own activities under this Agreement. Payments not made when due hereunder are subject to a finance charge of 1.5% per month or the maximum rate permitted by law (whichever is less), plus all reasonable costs of collection.

{03365501;v5 }



2.7. Subject to having sufficient Referred Loans with approved SBA Loan numbers ("**SBA Approved Loans**"), and subject to the availability of funds in the PPP, and further subject to Client having access to the PPPLF, Client shall: (A) while the PPP remains available to borrowers, send each Referred Loan to the SBA for approval and, if applicable, fund each related SBA Approved Loan; and (B) without limiting the foregoing, fund no less than four hundred million dollars (\$400,000,000) of SBA Approved Loans per calendar week ("**Minimum Weekly Funding Commitment**") (or a minimum weekly amount equal to the product of A, the number of business days in the week when ACH transfers are permitted, multiplied by B, eighty million dollars (\$80,000,000)), and if Client fails to achieve the Minimum Weekly Funding Commitment in any such week, Client will pay Womply an under-funding fee of five percent (5%) times the funding amount below the Minimum Weekly Funding Commitment for each applicable week Client falls below the Minimum Weekly Funding Commitment (the "**Under-Funding Fee**"). By way of example, if Client funds \$375,000,000 in a given calendar week, then the Under-Funding Fee will equal \$1,250,000 (calculated as the \$25,000,000 below the Minimum Weekly Funding Commitment times 5%).

3. **Representations and Warranties.** Each party represents, warrants, and covenants that: (a) it has the full right, power and authority to execute this Agreement and perform its obligations hereunder; (b) its performance hereunder will not conflict with any obligation it has to any third party; and (c) it has and will maintain such comprehensive general liability and other insurance as is necessary to cover any claims and losses associated with its obligations under this Agreement.

4. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to the provisions of the conflict of laws thereof. Notwithstanding the foregoing or any provision of this Agreement to the contrary, this Agreement is subject to all Applicable Laws, including SBA Regulations. In the event of any conflict between the governing law and the SBA Regulations, the SBA Regulations shall control. Without limiting a party's right to seek injunctive or other equitable relief in court, any dispute between the parties related to the subject matter of this Agreement will be resolved by binding arbitration in the English language in San Francisco County, California under the rules of JAMS; the decision of the arbitrator will be enforceable in any court. The prevailing party in any action to enforce this Agreement shall be entitled to costs and attorneys' fees.

5. **Term; Termination.** The following provision is herein incorporated into the MDA as subparagraph 3.3: Either party may terminate this Agreement at its option by providing no less than thirty (30) days' written notice ("**Notice of Termination**") to the other party. Either party may also terminate this Agreement immediately upon delivery of a Notice of Termination if the terminating party can demonstrate with reasonable evidence that the other party has engaged in fraudulent or illegal activity or is in material breach of any warranty, representation, covenant or obligation under this Agreement and is not able to cure such breach within seven (7) calendar days of receiving the Notice of Termination.

Date: Monday, June 7 2021 04:45 PM
Subject: RE: Issues on three PPP loans
From: [REDACTED]@sba.gov >
To: [REDACTED]@fountainheadsbf.com >;
CC: [REDACTED]@sba.gov >
Attachments: image001.png; image002.png
[REDACTED]

Can you please make the below request to Womply again? Womply should be providing this information to it's lenders for the loans the lender requesting has in their portfolio. Womply can send any additional related loans found to the OIG through an OIG Hotline complaint.

Thank you,
[REDACTED]

From: [REDACTED]@fountainheadsbf.com >
Sent: Tuesday, May 4, 2021 2:34 PM
To: [REDACTED]@sba.gov >
Subject: RE: Issues on three PPP loans

CAUTION - The sender of this message is external to the SBA network. Please use care when clicking on links and responding with sensitive information. Send suspicious email to spam@sba.gov.

[REDACTED]
I heard back from the CEO of Womply regarding your question about other loans related to these IP addresses. He asked that you submit your request to them directly via: <https://www.womply.com/contact-us/>

He explained that as we are not their only lender, and your request can span data that encompasses more than just Fountainhead, he wants to be able to engage with you (and other requestors) directly by filling out requests via the link.

Let me know if you would like to discuss.
[REDACTED]

From: [REDACTED]@sba.gov >
Sent: Saturday, May 1, 2021 10:53 AM
To: [REDACTED]@fountainheadsbf.com >
Subject: RE: Issues on three PPP loans
[REDACTED]

Was Womply able to search for any other applications related to those same IP addresses? Especially the 3 with the funding issues since they all used the same IP.
[REDACTED]

From: [REDACTED]@fountainheadsbf.com >
Sent: Friday, April 30, 2021 8:02 PM
To: [REDACTED]@sba.gov >

Subject: FW: Issues on three PPP loans

CAUTION - The sender of this message is external to the SBA network. Please use care when clicking on links and responding with sensitive information. Send suspicious email to spam@sba.gov.

I wanted to get back to you regarding the below (as well as the three additional loans we discovered).

Regarding the loans below, Womply provided the IP addresses. They are:

[REDACTED]	(#39214386-09) –	[REDACTED]
[REDACTED]	(SBA #55660686-09) –	[REDACTED]
[REDACTED]	(#34413286-01) –	[REDACTED]
[REDACTED]	(SBA #3754187-03) –	[REDACTED]
[REDACTED]	(#22653286-07) –	[REDACTED]
[REDACTED]	SBA #21961386-04) –	[REDACTED]

I've attached the pdfs from Womply that reflect the above, to make sure I didn't mistype any of this information.

My Controller talked to the Wells Fargo contact. There are no funds remaining in that account. We haven't heard back from the Navy Federal CU contract yet.

In addition, I believe I mentioned on our call that we also discovered that three of our loans that we funded all went to the same ACH account. The loans with the SBA # and bank account info is as follows:

[REDACTED]	[REDACTED]	[REDACTED]	Funded
[REDACTED]	[REDACTED]	[REDACTED]	Funded
[REDACTED]	[REDACTED]	[REDACTED]	Funded

The IP addresses for all three are the same:

[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------

Please let me know if you need anything else from me. Thank you for your help with these loans.

From: [REDACTED]
Sent: Monday, April 26, 2021 4:14 PM
To: [REDACTED]@sba.gov >
Cc: [REDACTED]@fountainheadcc.com >
Subject: Issues on three PPP loans

I hope you are doing well.

We need your assistance on an issue, which affects three PPP borrowers. They are all different, unrelated borrowers, but the

same thing happened to all three.

We funded three separate borrowers, sending funds via ACH to each of the accounts we had been provided. However, we have since been told that all three were incorrect.

[REDACTED] was sent \$18,747 for her PPP funds, but they actually went into [REDACTED] account

[REDACTED] was sent \$20,833 for his PPP funds, but the funds went into [REDACTED] account (SBA

[REDACTED] was sent \$2,083 for their PPP funds, but the funds went into [REDACTED] account (SBA

Attached is an Excel file that reflects the ACH routing and account numbers.

We believe the error was due to a software glitch of some kind. We are trying to resolve this, and have already reached out to Cap One (which ACHs funds for us) but the issue is two-fold. First, we need assistance getting the funds returned to Fountainhead so we can send the funds to the correct borrower accounts (Cap One has not received responses on two of the three requests for funds to be returned. [REDACTED] bank did contact us, but there are no funds available to be returned). Second, we do not believe we would be correct to send second-draw funds to these borrowers (all three have been SBA approved for the 2nd draw and would have funded if not for this issue) prior to resolving this issue. As it stands, we are unable to assist these three borrowers.

Please help us work with the receiving institutions to return the funds we sent. In addition, if the three PPP borrowers who received funds they shouldn't have ([REDACTED]) do not return the funds, we request they be investigated by your office, as they are retaining funds from a federal program that they should not have received.

Thank you for your assistance.

[REDACTED]
Chief Operating Officer/Interim CCO



3216 West Lake Mary Blvd
Lake Mary, FL 32746

[REDACTED]
www.Fountainhead7a.com

Date: Thursday, June 10 2021 04:45 PM
Subject: Re: FW: Loan File Request
From: Toby Scammell [REDACTED]@womply.com>
To: [REDACTED]@fountainheadsbfb.com>; [REDACTED]@sba.gov>; [REDACTED]@sba.gov>; [REDACTED]
CC: [REDACTED]@fountainheadcc.com>; Cory Capoccia [REDACTED]@womply.com>; [REDACTED]
[REDACTED]@womply.com>;
Attachments: image001.jpg

[REDACTED]

Thanks for your email. As you know, Womply terminated its agreements with Fountainhead because of Fountainhead's material breaches of its payment obligations to Womply. Were Womply to agree to undertake the substantial work involved in researching and packaging the requested information—even assuming Womply could become comfortable with the data privacy implications of producing such information to Fountainhead—those services would have to be performed pursuant to a new contract and would be subject to our a la carte list of technology service fees for research requests. In any event, Womply is not interested in contracting with Fountainhead for such purposes.

In addition, your claim that Fountainhead is dependent on Womply for the requested information is inaccurate. We understand that IP addresses are collected by DocuSign, the signature service provider for all documents on the Fast Lane platform. Fountainhead has a subaccount with DocuSign in connection with its use of Fast Lane, and Fountainhead can either access that account to obtain the IP addresses itself or ask DocuSign for the information.

As you know, Womply is not a lender—it is a technology provider with no existing contractual relationship with either SBA or Fountainhead. As such, it is inappropriate for Fountainhead to direct SBA OIG information requests to Womply. Nevertheless, if the OIG wishes to make a lawful request directly to Womply for information, Womply is happy to discuss that request with the OIG.

If you have any further questions, I direct you to our outside counsel, [REDACTED] of Willkie Farr & Gallagher LLP ([REDACTED]@willkie.com).

Toby Scammell
Founder & CEO at Womply

[REDACTED]
[LinkedIn](#)

On Thu, Jun 10, 2021 at 1:55 PM, [REDACTED]@fountainheadsbfb.com> wrote:

Toby, Cory, and [REDACTED]

As per both the below request from [REDACTED] (with the Office of Inspector General), and the attached email from [REDACTED] (also with the Office of Inspector General), they are requesting IP address research data regarding PPP borrowers. The original string from the attached email was previously sent to Cory back on May 3rd, and per Cory's email response of May 4th, he directed the "requesting party" use the www.womply.com/contact-us link to ask for such information. We forwarded Cory's email response to both of the OIG officers as

requested.

In response, both [REDACTED] again requested that we ask you to provide the information they requested as part of their investigation into PPP applications obtained by Womply. Toby, Cory, and [REDACTED] I would assume that you can use these emails as their formal requests for the requested IP Address research data.

We have and will continue to cooperate with the OIG and/or other governmental agencies regarding PPP applicants to the extent we are able. I want to make it clear to all parties that Fountainhead cannot provide the IP Address research data the OIG is requesting because we simply don't have access to that data. We are dependent on Womply for the research data being requested by the U.S. Small Business Administration, which is being requested so that the SBA can investigate potential fraudulent loan activity carried out by PPP borrowers. In this matter, Womply will have to provide the information requested, and we are again asking that you please provide this data.

I have copied the OIG officers on this email, so that they are aware that we have asked you to provide this information.

Thank you.

[REDACTED]

From: [REDACTED] <[REDACTED]@sba.gov>
Sent: Tuesday, June 8, 2021 3:56 PM
To: [REDACTED] <[REDACTED]@fountainheadsbfb.com>
Subject: RE: Loan File Request

[REDACTED]

Please forward this request to Womply.

Thanks, [REDACTED]

From: [REDACTED]

Sent: Monday, June 7, 2021 1:59 PM
To: [REDACTED]@fountainheadsbfb.com>
Subject: RE: Loan File Request

Received,

A couple of questions, the KYC Details shows the IP Address (Created Application) as [REDACTED]

- Is there a full accounting of the IP Address used to access the application?
- Can a list of additional loans using the above IP Address be provided?

Thanks, [REDACTED]

From: [REDACTED]@fountainheadsbfb.com>
Sent: Monday, June 7, 2021 1:51 PM
To: [REDACTED]@sba.gov>
Subject: RE: Loan File Request

CAUTION - The sender of this message is external to the SBA network. Please use care when clicking on links and responding with sensitive information. Send suspicious email to spam@sba.gov.

Received, and I uploaded the files. As an FYI, the borrower uploaded a few pictures which were in error (a picture of his lock screen from his phone, etc), but I went ahead and uploaded those, too.

From: [REDACTED]@sba.gov>
Sent: Monday, June 7, 2021 2:19 PM
To: [REDACTED]@fountainheadsbfb.com>
Subject: RE: Loan File Request

[REDACTED] I think I sent you a Box link, please let me know if you did not receive.

From: [REDACTED]@fountainheadsbfb.com>
Sent: Monday, June 7, 2021 11:55 AM
To: [REDACTED]@sba.gov>
Subject: RE: Loan File Request

CAUTION - The sender of this message is external to the SBA network. Please use care when clicking on links and responding with sensitive information. Send suspicious email to spam@sba.gov.

Brett,

The files total about 38MB. Do you have a portal or box.com account you can send to me?

From: [REDACTED] [@sba.gov](mailto:[REDACTED]@sba.gov)>
Sent: Monday, June 7, 2021 8:53 AM
To: [REDACTED] [@fountainheadsbf.com](mailto:[REDACTED]@fountainheadsbf.com)>
Subject: Loan File Request

I would like to formally request an electronic copy of the complete SBA loan file for the following loans:

4/12/2021	[REDACTED]	[REDACTED]	Dundee	IL	[REDACTED]
-----------	------------	------------	--------	----	------------

I would also like to know what the current status is of this loan (current/defaulted/etc...).

You may email the files to me at this email address. If you have any questions or concerns feel free to reach out to me at any time. Cell [REDACTED]

Thank you in advance,



[REDACTED]
Special Agent
Office of Inspector General
U.S. Small Business Administration
[REDACTED]

Date: Friday, June 11 2021 03:11 PM
Subject: RE: FW: Loan File Request
From: [REDACTED]@fountainheadsbf.com >
To: Toby Scammell [REDACTED]@womply.com >;
[REDACTED]@sba.gov >; [REDACTED]@sba.gov >; [REDACTED]
CC: [REDACTED]@fountainheadcc.com >; Cory Capoccia [REDACTED]@womply.com >; [REDACTED]
[REDACTED]@womply.com >;

Attachments: image001.jpg; image003.jpg

Toby,

Thank you for your response.

The status of Fountainhead's relationship with Womply should not have any impact on the OIG agents' requests, which were initially forwarded to Cory over a month ago.

Leaving that aside, the IP Addresses the OIG requested you research were not the IP Addresses used to sign the promissory notes in DocuSign. OIG has requested IP Addresses used when potential borrowers initially applied for their PPP loan(s) through the Womply platform, which is information that DocuSign would not have. Fountainhead does not have that information either, as we did not source those loans nor are we the technology provider that has that information.

It is not inappropriate for us to forward these two requests and other requests from the OIG, FBI, US Department of Justice, and other government agencies to you. Fountainhead is a regulated entity. In passing these requests to you, we are doing what is required by our regulator to attempt to provide them with the information they require. Fountainhead will continue to comply with all regulatory requests for information to the extent we are able, including forwarding such requests to you when we are asked to do so.

Regards.

[REDACTED]

From: Toby Scammell [REDACTED]@womply.com >
Sent: Thursday, June 10, 2021 7:46 PM
To: [REDACTED]@fountainheadsbf.com >
Cc: [REDACTED]@sba.gov >; [REDACTED]@sba.gov >; [REDACTED]@fountainheadcc.com >; Cory Capoccia [REDACTED]@womply.com >; [REDACTED]@womply.com >
Subject: Re: FW: Loan File Request

[REDACTED]

Thanks for your email. As you know, Womply terminated its agreements with Fountainhead because of Fountainhead's material breaches of its payment obligations to Womply. Were Womply to agree to undertake the substantial work involved in researching and packaging the requested information—even assuming Womply could become comfortable with the data privacy implications of producing such information to Fountainhead—those services would have to be performed pursuant to a new contract and would be subject to our a la carte list of technology service fees for research requests. In any event, Womply is not interested in contracting with Fountainhead for such purposes.

In addition, your claim that Fountainhead is dependent on Womply for the requested information is inaccurate. We understand that IP addresses are collected by DocuSign, the signature service provider for all documents on the Fast Lane platform. Fountainhead has a subaccount with DocuSign in connection with its use of Fast Lane, and Fountainhead can either access that account to obtain the IP addresses itself or ask DocuSign for the information.

As you know, Womply is not a lender—it is a technology provider with no existing contractual relationship with either SBA or Fountainhead. As such, it is inappropriate for Fountainhead to direct SBA OIG information requests to Womply.

Nevertheless, if the OIG wishes to make a lawful request directly to Womply for information, Womply is happy to discuss that request with the OIG.

If you have any further questions, I direct you to our outside counsel, [REDACTED] of Willkie Farr & Gallagher LLP ([REDACTED]@willkie.com).

Toby Scammell
Founder & CEO at Womply
[REDACTED]

[LinkedIn](#)

On Thu, Jun 10, 2021 at 1:55 PM, [REDACTED]@fountainheadsbf.com > wrote:

Toby, Cory, and [REDACTED]

As per both the below request from [REDACTED] (with the Office of Inspector General), and the attached email from [REDACTED] (also with the Office of Inspector General), they are requesting IP address research data regarding PPP borrowers. The original string from the attached email was previously sent to Cory back on May 3rd, and per Cory's email response of May 4th, he directed the "requesting party" use the www.womply.com/contact-us link to ask for such information. We forwarded Cory's email response to both of the OIG officers as requested.

In response, both [REDACTED] again requested that we ask you to provide the information they requested as part of their investigation into PPP applications obtained by Womply. Toby, Cory, and [REDACTED] I would assume that you can use these emails as their formal requests for the requested IP Address research data.

We have and will continue to cooperate with the OIG and/or other governmental agencies regarding PPP applicants to the extent we are able. I want to make it clear to all parties that Fountainhead cannot provide the IP Address research data the OIG is requesting because we simply don't have access to that data. We are dependent on Womply for the research data being requested by the U.S. Small Business Administration, which is being requested so that the SBA can investigate potential fraudulent loan activity carried out by PPP borrowers. In this matter, Womply will have to provide the information requested, and we are again asking that you please provide this data.

I have copied the OIG officers on this email, so that they are aware that we have asked you to provide this information.

Thank you.

[REDACTED]

From: [REDACTED]@sba.gov >
Sent: Tuesday, June 8, 2021 3:56 PM
To: [REDACTED]@fountainheadsbf.com >
Subject: RE: Loan File Request

[REDACTED]

Please forward this request to Womply.

Thanks, [REDACTED]

From: [REDACTED] (Office of Inspector General)
Sent: Monday, June 7, 2021 1:59 PM
To: [REDACTED]@fountainheadsbf.com >
Subject: RE: Loan File Request

Received,

A couple of questions, the KYC Details shows the IP Address (Created Application) as [REDACTED]

- Is there a full accounting of the IP Address used to access the application?
- Can a list of additional loans using the above IP Address be provided?

Thanks, [REDACTED]

From: [REDACTED]@fountainheadsbf.com >
Sent: Monday, June 7, 2021 1:51 PM
To: [REDACTED]@sba.gov >
Subject: RE: Loan File Request

CAUTION - The sender of this message is external to the SBA network. Please use care when clicking on links and responding with sensitive information. Send suspicious email to spam@sba.gov.

Received, and I uploaded the files. As an FYI, the borrower uploaded a few pictures which were in error (a picture of his lock screen from his phone, etc), but I went ahead and uploaded those, too.

From: [REDACTED]@sba.gov >
Sent: Monday, June 7, 2021 2:19 PM
To: [REDACTED]@fountainheadsbf.com >
Subject: RE: Loan File Request

[REDACTED] I think I sent you a Box link, please let me know if you did not receive.

From: [REDACTED]@fountainheadsbf.com >
Sent: Monday, June 7, 2021 11:55 AM
To: [REDACTED]@sba.gov >
Subject: RE: Loan File Request

CAUTION - The sender of this message is external to the SBA network. Please use care when clicking on links and responding with sensitive information. Send suspicious email to spam@sba.gov.

[REDACTED]

The files total about 38MB. Do you have a portal or box.com account you can send to me?

From: [REDACTED]@sba.gov >
Sent: Monday, June 7, 2021 8:53 AM
To: [REDACTED]@fountainheadsbf.com >
Subject: Loan File Request

I would like to formally request an electronic copy of the complete SBA loan file for the following loans:

4/12/2021	[REDACTED]	Dundee	IL	[REDACTED]
-----------	------------	--------	----	------------

I would also like to know what the current status is of this loan (current/defaulted/etc...).

You may email the files to me at this email address. If you have any questions or concerns feel free to reach out to me at any

time. Cell [REDACTED]

Thank you in advance,



[REDACTED]
Special Agent
Office of Inspector General
U.S. Small Business Administration
[REDACTED]

Date: Friday, June 11 2021 01:02 PM
Subject: Attached -- Letter for Your Review
From: [REDACTED]@sba.gov>
To: [REDACTED]@womply.com;
CC: [REDACTED]@sba.gov>; [REDACTED]@sba.gov>;
Attachments: image001.jpg; Womply Letter June 11 2021_Final.pdf

Hi Toby –

Please find attached a letter for your review and attention.

Sincerely,

[REDACTED]

[REDACTED]
Director, Office of Credit Risk Management
Office of Capital Access
U.S. Small Business Administration

[REDACTED]

[REDACTED]@sba.gov



U.S. Small Business
Administration

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U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, DC 20416

June 11, 2021

VIA EMAIL [REDACTED]@womply.com

Toby Scammell
Chief Executive Officer
Womply
[REDACTED]

San Francisco, CA 94104

Mr. Scammell:

The U.S. Small Business Administration (“SBA”) is writing to inform Womply that SBA has reviewed its website, www.womply.com, and certain changes are required.

Womply’s website reflects that it is still accepting Paycheck Protection Program (PPP) applications. The PPP ended on May 31, 2021 in accordance with the PPP Extension Act of 2021 (P.L. 117-6), which extended the deadline for new PPP loan guaranty applications to May 31, 2021. See <https://www.sba.gov/funding-programs/loans/covid-19-relief-options/paycheck-protection-program/second-draw-ppp-loan#section-header-0>. There is currently no authority for any lender to accept PPP applications and we are unaware of any pending legislation that would authorize additional funds for the PPP. Therefore, Womply cannot be accepting PPP loan applications, charging applicants fees for submitting PPP loan applications (if applicable), or collecting personal information from applicants. Womply’s continued acceptance of PPP applications may constitute unlawful or unethical activity as provided for in 13 CFR part 103, *et seq.*

In addition, Womply’s home page reads at the top “The SBA has stopped accepting PPP applications.” This statement is misleading as it does not fully or accurately reflect the current status of the PPP. SBA requires Womply to change the language on its website to read “The Paycheck Protection Program (PPP) ended on May 31, 2021.”

In order to avoid borrower confusion and ensure that entities that do business with SBA are represented accurately, Womply must immediately cease accepting PPP applications and change its website as provided for above. SBA appreciates your prompt attention to these matters and requires your reply confirming compliance with this letter within five (5) business days from the date of this letter. Your reply should be emailed to [REDACTED]@sba.gov and [REDACTED]@sba.gov. If you have any questions regarding this letter, contact [REDACTED]

Sincerely,

[REDACTED]
Director, Office of Credit Risk Management

Date: Wednesday, June 16 2021 10:20 AM
Subject: URGENT- SBA request for files
From: [REDACTED]@sba.gov >
To: Toby Scammell [REDACTED]@womply.com >;

Toby-

See email below. What is going on here?

Under 13 CFR 120.1010, Fountainhead is required to provide SBA with timely access to all PPP files. But it appears they are unclear as to whether they can obtain PPP files from Womply. This is unacceptable. I have dozens of both active fraud cases that need to be either referred to the IG/DOJ or cleared so that borrower loans can be forgiven. SBA and borrowers will be harmed if Fountainhead and/or Womply cannot provide assurances that the Agency will have timely and continual access to PPP loan documentation. For fraud cases which often involve seizures, timely access would be defined as no longer than 5 working days, and preferably closer to 3 days when a file is marked urgent.

Please confirm that Womply will assist Fountainhead in complying with SBA file requests in a timely fashion. And of course, please confirm that Womply is not requiring SBA to issue subpoenas for PPP files.

Regards,

[REDACTED]
Senior Litigation Counsel
US Small Business Administration
[REDACTED]

From: [REDACTED]@fountainheadsbf.com >
Sent: Wednesday, June 16, 2021 11:06 AM
To: [REDACTED]@sba.gov >
Subject: RE: URGENT- SBA request for files

CAUTION - The sender of this message is external to the SBA network. Please use care when clicking on links and responding with sensitive information. Send suspicious email to spam@sba.gov.

[REDACTED]
I received your email.

We will provide the requested files to [REDACTED] as soon as we can, but we do not know when that will be. For a faster result, [REDACTED] can try Womply's online request form (<https://www.womply.com/contact-us/>). Or she can subpoena Womply directly.

Thank you.

From: [REDACTED]@sba.gov >
Sent: Wednesday, June 16, 2021 9:23 AM
To: [REDACTED]@fountainheadsbf.com >
Subject: URGENT- SBA request for files
Importance: High

[REDACTED]

Please provide [REDACTED] and me with the following loan files **asap**:

[REDACTED]		[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

I would also appreciate your confirmation of receipt of this request.

[REDACTED]
Senior Litigation Counsel
U.S. Small Business Administration
[REDACTED] [@sba.gov](mailto:[REDACTED]@sba.gov)
[REDACTED]

Date: Thursday, June 17 2021 10:29 AM
Subject: Checking back in
From: [REDACTED]@MilesStockbridge.com >
To: [REDACTED]@sba.gov >;
CC: [REDACTED]@womply.com >; Toby Scammell [REDACTED]@womply.com >;
Attachments: image007.png; image008.jpg; image009.jpg; image010.jpg; image001.png
Hi [REDACTED]

Hope you're well. I am checking back in to ask if you have time for a quick call during the next few days or weeks. We are really hoping to work with you on a direct route for data transfer from Womply to OIG and/or your office. As you've seen, Womply has certain legal and business concerns pertaining to some requests that are being funneled through certain lenders, but Womply does not want those concerns to affect SBA's important work. We think there is way that SBA can get everything it needs directly from Womply, and a quick conversation with you would help us get there. Please let me know if/when you could accommodate such a convo.

Thanks,
[REDACTED]

On May 28, 2021, at 12:54 PM, [REDACTED]@milesstockbridge.com > wrote:

[REDACTED]

Just wanted to follow up on our below email. Any response or feedback on our thoughts?

Also, I wanted to resurrect a conversation we had a few weeks ago relative to requiring Form 4506-Ts from borrowers. As Womply is now being asked by lenders to assist with forgiveness applications, we thought this would be a natural junction to start requiring 4506-Ts to support fraud detection efforts. You had said you were going to think about that/look into it with SBA leadership. Any results from that outreach? Maybe it's worth us spending 5 minutes to talk about this option?

Thanks, and if I don't hear from you beforehand, I hope you get some time off to enjoy your Mem Day weekend!

Best,
[REDACTED]

[REDACTED]
Miles & Stockbridge
1201 Pennsylvania Ave NW, Suite 900
Washington, DC 20004
direct + [REDACTED]
office + [REDACTED]
fax +1 (703) 610-8686
[REDACTED]@milesstockbridge.com
<http://www.mslaw.com>

From: [REDACTED]
Sent: Monday, May 24, 2021 8:58:34 PM
To: [REDACTED]
Cc: [REDACTED] Toby Scammell
Subject: Re: You ok with this response?

[REDACTED]

Going to drop Benworth from this chain so we can coordinate amongst just SBA and Womply, for now.

I was hoping we could have a call to explain, but I am also happy to provide more context in writing. I think there is a small misunderstanding here --- not all the data Womply collects belongs to lenders. Lenders have contracted with Womply to collect and provide certain data that lenders have identified as meeting their legal obligations in the PPP loan origination process. Certainly SBA wants that data, but Womply's lenders already have it. For example, Womply provides the lender with the applicant's IP address in the KYC Details report for each deal / application.

However, we understand that SBA is also interested in the "meta loan data" (e.g., IP addresses, and other identifying information) that is above and beyond info needed to originate an individual loan. For example, the request Womply received from Benworth for SBA loan number 5720348805 was for "a search of IP addr fr which loan request was generated to include any other requests." Womply collects data from PPP applicants and routes the applicant's information to one of several lenders with whom Womply has a relationship. Some of this information cuts across multiple lenders such that providing it to one lender would, in effect, be providing that lender with information about loans that they did not originate.

Of course, as we have discussed with you, Womply wants to provide this information to SBA, ideally in a format that (1) SBA can use and (2) using a procedure that is not unduly burdensome on Womply to produce. And I think we can get there, but working through lenders as intermediaries is concerning to us. While we feel fully comfortable providing metadata pertaining to multiple PPP lenders directly to SBA, especially given our obligations under 120.197, we do not feel as comfortable providing this information to lenders because they are not contractually entitled to all of Womply's information, and sharing this information with non-governmental third parties could implicate data privacy concerns/laws.

I hope we can find an efficient way for us to provide this information directly to SBA. You could CC us on requests to lenders, or even funnel your requests *through* lenders so that you don't have ask Womply directly. The key is --- Womply would then provide the data directly back to SBA OIG.

I hope the above makes sense, but please call me or follow up if not. Also, Womply hopes to agree with SBA upon a standardized format for producing information relative to suspected fraudulent applications. We are envisioning a standardized format with a set number of data fields --- if SBA gives us a request (or if a request is funneled through a lender) indicating that SBA is investigating fraud related to, for example, a certain IP address, we could then produce to you other data associated with that IP address, as mutually agreed in advance. We anticipate that we are about to be inundated in data requests from multiple law enforcement organizations. We want to be as responsive as we can, within reason, and we believe that our response efficiency would be most improved by a standardized response format. Would you like us to propose a format to you? We could then take your feedback on what other data fields you might want, or if we've proposed to provide something you don't need.

Best,
[REDACTED]

[REDACTED]
Miles & Stockbridge
1201 Pennsylvania Ave NW, Suite 900
Washington, DC 20004
direct [REDACTED]
office [REDACTED]
fax +1 (703) 610-8686
[REDACTED]@milesstockbridge.com
<http://www.mslaw.com>

From: [REDACTED]@sba.gov >
Sent: Monday, May 24, 2021 4:47:47 PM
To: [REDACTED] Toby Scammell
Cc: [REDACTED]@benworthcapital.com; [REDACTED]
Subject: [EXTERNAL] FW: You ok with this response?

EXTERNAL

I agree with [REDACTED] that under 13 CFR 120.197 a subpoena should not be required to obtain lender documents and information from Womply. The information on borrowers, IP addresses and documentation--while gathered and apparently retained by Womply- belongs to the lenders. Lenders bear the primary responsibility for cooperating with SBA and meeting their BSA/AML requirements, including establishing risk parameters and profiles that will identify fraud. This would include conducting active searches of IP addresses to identify fraudulent activity.

Thus, I recommend that all requests for information under 13 CFR 120.197 **be made directly to the lenders vs. Womply**. Lenders should be directing Womply to gather this information. If the lender is non-responsive to this request--well that is another issue.

[REDACTED]

From: [REDACTED]@sba.gov >
Sent: Monday, May 24, 2021 12:47 PM
To: [REDACTED]@MilesStockbridge.com >; Toby Scammell [REDACTED]@womply.com >

Cc: [REDACTED]@sba.gov>; [REDACTED]@BenworthCapital.com>;

[REDACTED]@benworthcapital.com ; [REDACTED]@womply.com>

Subject: RE: [EXTERNAL] FW: [REDACTED]

Hi [REDACTED]

Any calls related to this I would like [REDACTED] involved as she understands the legal issues better than I do and I want to make sure we are all on the same page.

Thanks,

[REDACTED]

From: [REDACTED]@MilesStockbridge.com >

Sent: Monday, May 24, 2021 1:15 PM

To: Toby Scammell [REDACTED]@womply.com>; [REDACTED]@sba.gov >

Cc: [REDACTED]@sba.gov>; [REDACTED]@BenworthCapital.com >;

[REDACTED]@benworthcapital.com ; [REDACTED]@womply.com >

Subject: Re: [EXTERNAL] FW: [REDACTED]

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[REDACTED] --- please give me a call at your convenience to discuss, or let's set up a time to chat? I want to make sure I understand what you'd like from us. I think we can get comfortable with whatever that is --- our legal conclusion is that 13 CFR 120.197 gives us broad protection when we provide your office with anything related to fraud allegations. But procedurally, I want to make sure we are on the same page. [REDACTED] and I started that conversation but I don't recall us reaching a definitive conclusion. If [REDACTED] doesn't mind, I am happy to coordinate directly with you to get us there.

[REDACTED] I will try to loop you in whenever [REDACTED] calls.

[REDACTED]

[REDACTED]
Miles & Stockbridge
1201 Pennsylvania Ave NW, Suite 900
Washington, DC 20004
direct +1 [REDACTED]
office +1 [REDACTED]
fax +1 (703) 610-8686

[REDACTED]@milesstockbridge.com

<http://www.mslaw.com>

From: Toby Scammell [REDACTED]@womply.com >

Sent: Monday, May 24, 2021 10:10:31 AM

To: [REDACTED]

Cc: [REDACTED]@benworthcapital.com ; [REDACTED]

Subject: Re: [EXTERNAL] [REDACTED]

EXTERNAL

Hi [REDACTED] please speak with [REDACTED] about our process here. We provide certain data to lenders already, and in general if additional info is requested beyond that (especially if research services are needed) then we need to receive a request from the government to obtain that info. I believe [REDACTED] have already discussed this but I'm not sure where they landed on the subpoena process.

Also, [REDACTED] (cc'd) is handling all government responses for us so please coordinate with him as needed once the legal aspects are agreed.

Best,

Toby

Toby Scammell
Founder & CEO at Womply

[REDACTED]
[LinkedIn](#)

On Mon, May 24 2021 at 6:17 AM, [REDACTED]@sba.gov > wrote:

Toby,

If there are related loans with the same IP requested by SBA / SBA OIG from a lender and that lender makes the request to Womply, Womply should be providing the lender the related loan information for any related loans associated with the requesting lender. The following is not acceptable protocol for SBA / SBA OIG when a request was made to an SBA lender: *A request for this information can be submitted directly to Womply by the OIG/requesting party using the **Law Enforcement** option located in the Contact Us section using the following link: <https://womply.com/contact-us>*

Thanks,

<image001.png>

[REDACTED]
Office of Inspector General
U.S. Small Business Administration
[REDACTED]

From: [REDACTED]@BenworthCapital.com >

Sent: Friday, May 21, 2021 5:45 PM

To: [REDACTED]@sba.gov >

Cc: [REDACTED]@BenworthCapital.com >; [REDACTED]@BenworthCapital.com >

Subject: [REDACTED]

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Good afternoon [REDACTED]

Hope all is well with you. Per your request we have enclosed the documents for the above referenced subject. I apologize for the slight delay as I was trying to obtain information you were interested in, regarding other loans using the same IP address. When reaching out to Womply they informed us they were not able to provide us with activity related to a specific IP address as this information may span across various lenders within Womply's lender network. A request for this information can be submitted directly to Womply by the OIG/requesting party using the **Law Enforcement** option located in the *Contact Us* section using the following link: <https://womply.com/contact-us>

We take these matters very seriously, please let me know if I can be of further assistance.

Best regards,

[REDACTED]

Chief Compliance Officer

<image007.png>

Sunset International Center

[REDACTED]

Miami, FL 33173

305-445-5223 office

305-445-5232 fax

[REDACTED]@benworthcapital.com

www.BenworthCapital.com

Follow us on:

<image008.jpg>

<image009.jpg>

<image010.jpg>



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Date: Monday, May 24 2021 01:47 PM
Subject: [EXTERNAL] FW: You ok with this response?
From: [REDACTED]@sba.gov >
To: [REDACTED]@MilesStockbridge.com >; Toby Scammell [REDACTED]@womply.com >;
CC: [REDACTED]@BenworthCapital.com > [REDACTED]@benworthcapital.com; [REDACTED]@womply.com >;

Attachments: image007.png; image008.jpg; image009.jpg; image010.jpg; image001.png

I agree with [REDACTED] that under 13 CFR 120.197 a subpoena should not be required to obtain lender documents and information from Womply. The information on borrowers, IP addresses and documentation--while gathered and apparently retained by Womply-- belongs to the lenders. Lenders bear the primary responsibility for cooperating with SBA and meeting their BSA/AML requirements, including establishing risk parameters and profiles that will identify fraud. This would include conducting active searches of IP addresses to identify fraudulent activity.

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From: [REDACTED]@sba.gov >
Sent: Monday, May 24, 2021 12:47 PM
To: [REDACTED]@MilesStockbridge.com >; Toby Scammell [REDACTED]@womply.com >
Cc: [REDACTED]@sba.gov >; [REDACTED]@BenworthCapital.com >; [REDACTED]@benworthcapital.com; [REDACTED]@womply.com >
Subject: RE: [EXTERNAL] FW: [REDACTED] SBA [REDACTED]

Hi [REDACTED]

Any calls related to this I would like [REDACTED] involved as she understands the legal issues better than I do and I want to make sure we are all on the same page.

Thanks,

From: [REDACTED]@MilesStockbridge.com >
Sent: Monday, May 24, 2021 1:15 PM
To: Toby Scammell [REDACTED]@womply.com >; [REDACTED]@sba.gov >
Cc: [REDACTED]@sba.gov >; [REDACTED]@BenworthCapital.com >; [REDACTED]@benworthcapital.com; [REDACTED]@womply.com >
Subject: Re: [EXTERNAL] FW: [REDACTED] SBA [REDACTED]

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[REDACTED]-- please give me a call at your convenience to discuss, or let's set up a time to chat? I want to make sure I understand what you'd like from us. I think we can get comfortable with whatever that is --- our legal conclusion is that 13 CFR 120.197 gives us broad protection when we provide your office with anything related to fraud allegations. But procedurally, I want to make sure we are on the same page. [REDACTED] and I started

that conversation but I don't recall us reaching a definitive conclusion. If [REDACTED] doesn't mind, I am happy to coordinate directly with you to get us there.

[REDACTED] I will try to loop you in whenever [REDACTED] calls.

[REDACTED]
Miles & Stockbridge
1201 Pennsylvania Ave NW, Suite 900
Washington, DC 20004
direct [REDACTED]
office [REDACTED]
fax +1 (703) 610-8686
[REDACTED]@milesstockbridge.com
<http://www.mslaw.com>

From: Toby Scammell [REDACTED]@womply.com >

Sent: Monday, May 24, 2021 10:10:31 AM

To: [REDACTED]

Cc: [REDACTED]@benworthcapital.com; [REDACTED]

Subject: Re: [EXTERNAL] FW: [REDACTED] SBA [REDACTED]

EXTERNAL

Hi [REDACTED] please speak with [REDACTED] about our process here. We provide certain data to lenders already, and in general if additional info is requested beyond that (especially if research services are needed) then we need to receive a request from the government to obtain that info. I believe [REDACTED] and [REDACTED] have already discussed this but I'm not sure where they landed on the subpoena process.

Also, [REDACTED] (ccd) is handling all government responses for us so please coordinate with him as needed once the legal aspects are agreed.

Best,

Toby

Toby Scammell
Founder & CEO at Womply

[REDACTED]
[LinkedIn](#)

On Mon, May 24 2021 at 6:17 AM, [REDACTED]@sba.gov > wrote:

Toby,

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option located in the Contact Us section using the following link: <https://womply.com/contact-us>

Thanks,



[REDACTED]
Office of Inspector General
U.S. Small Business Administration
[REDACTED]

From: PPP Document Review <pppreview@BenworthCapital.com>
Sent: Friday, May 21, 2021 5:45 PM
To: [REDACTED] <[\[REDACTED\]@sba.gov](mailto:[REDACTED]@sba.gov)>
Cc: [REDACTED] <[\[REDACTED\]@BenworthCapital.com](mailto:[REDACTED]@BenworthCapital.com)>, [REDACTED] <[\[REDACTED\]@BenworthCapital.com](mailto:[REDACTED]@BenworthCapital.com)>
Subject: [REDACTED] SBA [REDACTED]

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Good afternoon [REDACTED]

Hope all is well with you. Per your request we have enclosed the documents for the above referenced subject. I apologize for the slight delay as I was trying to obtain information you were interested in, regarding other loans using the same IP address. When reaching out to Womply they informed us they were not able to provide us with activity related to a specific IP address as this information may span across various lenders within Womply's lender network. A request for this information can be submitted directly to Womply by the OIG/requesting party using the **Law Enforcement** option located in the *Contact Us* section using the following link: <https://womply.com/contact-us>

We take these matters very seriously, please let me know if I can be of further assistance.

Best regards,

[REDACTED]
Chief Compliance Officer



Sunset International Center
7000 SW 97th Ave
Suite 201
Miami, FL 33173

[REDACTED]
305-445-5232 fax
PPPreview@benworthcapital.com
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Date: Monday, May 24 2021 07:10 AM
Subject: Re: [EXTERNAL] FW: [REDACTED] SBA [REDACTED]
From: Toby Scammell [REDACTED]@womply.com>
To: [REDACTED]@sba.gov>;
[REDACTED]@milesstockbridge.com>; [REDACTED]@sba.gov>;
CC: [REDACTED]@benworthcapital.com>; [REDACTED]@benworthcapital.com>; [REDACTED]@womply.com>;
Attachments: image001.png; image002.jpg; image003.jpg; image004.jpg; image005.png

Hi [REDACTED] please speak with [REDACTED] about our process here. We provide certain data to lenders already, and in general if additional info is requested beyond that (especially if research services are needed) then we need to receive a request from the government to obtain that info. I believe [REDACTED] have already discussed this but I'm not sure where they landed on the subpoena process.

Also, [REDACTED] (ccd) is handling all government responses for us so please coordinate with him as needed once the legal aspects are agreed.

Best,
Toby

Toby Scammell
Founder & CEO at Womply

[REDACTED]
[LinkedIn](#)

On Mon, May 24 2021 at 6:17 AM, [REDACTED]@sba.gov> wrote:

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Thanks,



[REDACTED]
Office of Inspector General
U.S. Small Business Administration

| c: [REDACTED]

From: PPP Document Review <pppreview@BenworthCapital.com >

Sent: Friday, May 21, 2021 5:45 PM

To: [REDACTED]@sba.gov >

Cc: [REDACTED]@BenworthCapital.com >; [REDACTED]

[REDACTED]@BenworthCapital.com >

Subject: [REDACTED] SBA [REDACTED]

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Good afternoon [REDACTED]

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We take these matters very seriously, please let me know if I can be of further assistance.

Best regards,

[REDACTED]
Chief Compliance Officer



Sunset International Center
[REDACTED]

Miami, FL 33173

305-445-5232 fax

[\[REDACTED\]@benworthcapital.com](mailto:[REDACTED]@benworthcapital.com)

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Date: Monday, May 17 2021 06:49 AM
Subject: [EXTERNAL] RE: SBA OIG PPP Loan File Request - [REDACTED]
From: [REDACTED]@sba.gov >
To: [REDACTED]@BenworthCapital.com >;
CC: [REDACTED]@BenworthCapital.com >; [REDACTED]@womply.com >;
Attachments: image001.png
[REDACTED]

Please provide the information requested below per Bernie's email below.

Thank you,



[REDACTED]
Office of Inspector General
U.S. Small Business Administration
C: [REDACTED]

From: [REDACTED]@BenworthCapital.com >
Sent: Tuesday, April 27, 2021 1:14 PM
To: [REDACTED]@sba.gov >
Cc: [REDACTED]@BenworthCapital.com >; [REDACTED]@BenworthCapital.com >; [REDACTED]@womply.com >
Subject: Re: SBA OIG PPP Loan File Request - [REDACTED]

CAUTION - The sender of this message is external to the SBA network. Please use care when clicking on links and responding with sensitive information. Send suspicious email to spam@sba.gov.

Hi [REDACTED] Our partners at Womply can answer this question.

Thank you,

[REDACTED]



Sunset International Center

[REDACTED]

[Miami, FL 33173](#)

[REDACTED]

[305-445-5232](tel:305-445-5232) fax

[\[REDACTED\]@benworthcapital.com](mailto:[REDACTED]@benworthcapital.com)

www.BenworthCapital.com

Click to follow us on:



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On Apr 27, 2021, at 9:19 AM, [REDACTED] > wrote:

[REDACTED]

Could you also search for additional loans using the same IP address? A 3rd party processed the loan for [REDACTED] and was not too happy when she did not want to pay them the \$7,000 for processing the loan for her.

Thanks,

[REDACTED]

From: [REDACTED]@BenworthCapital.com >

Sent: Tuesday, April 27, 2021 9:16 AM

To: [REDACTED]@sba.gov >

Cc: [REDACTED]@BenworthCapital.com >; [REDACTED]@BenworthCapital.com >

Subject: Re: SBA OIG PPP Loan File Request - [REDACTED]

CAUTION - The sender of this message is external to the SBA network. Please use care when clicking on links and responding with sensitive information. Send suspicious email to spam@sba.gov.

Hello! We will get that to you immediately

Thank you,

[REDACTED]



Sunset International Center

[7000 SW 97th Ave](#)
[Suite 201](#)
[Miami, FL 33173](#)

305-445-5232 fax

[@benworthcapital.com](#)
[www.BenworthCapital.com](#)

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On Apr 27, 2021, at 9:08 AM, [REDACTED] [@sba.gov](#) wrote:

Good Morning [REDACTED]

I am requesting an electronic copy of the loan files related to the loans listed below. I am requesting all the loan documents and borrower information including emails for the loan, disbursement details, forgiveness applications, second draw applications, and any additional documents submitted to SBA to clear hold codes. Please also provide the IP address from which the application and documents were submitted.

[REDACTED] Loan # [REDACTED]

Pursuant to the Loan Guaranty Agreement, SBA Form 750, between your institution and the SBA, paragraph 3 states SBA is entitled at any time, after written notice, to obtain copies of loan documents. That agreement extends to the SBA Office of Inspector General (OIG) pursuant to Section 6 of the Inspector General Act of 1978, as amended, the Office of Inspector General of the U.S. Small Business Administration has access to all records, documents, papers or any other material which relate to the U.S. Small Business Administration's programs such as the PPP.

[REDACTED] will be reaching out regarding the funds related to this loan.

[REDACTED]
Palm Beach County Sheriff's Office
Special Investigations Division
Financial Crimes Unit

Office: [REDACTED]
Mobile: [REDACTED]
Email: [REDACTED]

If you have any questions, feel free to email or call me, [REDACTED]

Thank you,

<image001.png>

[REDACTED]
Office of Inspector General
U.S. Small Business Administration
C: [REDACTED]

Date: Friday, January 15 2021 12:53 PM

Subject: [Chat #4504]

From: Toby Scammell [REDACTED]

To: [REDACTED] William Briggs];

Hi Bill, Toby from Womply here. We have two more high profile livestreams next week: one on Instagram and the other on LinkedIn. Between these three I think we can get hundreds of thousands of viewers. Would you like to lead these?

-----METADATA INFORMATION-----

Device Owner:

[REDACTED] Toby Scammell
[REDACTED]



Womply

Sponsored (demo) ·

...

PPP loans are back! If you're an independent contractor or self-employed, you could be eligible for money through the program.

Got questions? Bill Briggs, Acting Associate Admin, Office of Capital Access US Small Business Administration will be taking YOUR questions live, Tuesday January, 19, 2021!



01/19/2021
10:00 am EST

PPP Launch

FAQs with the SBA for
Self-Employed, Independent
Contractors, and One-Employee
Businesses.



YOUTUBE.COM

PPP Loans Q&A - Set a Reminder

PPP Round 2 For Small Business Launches Today. Apply online ...

[Learn more](#)

Like

Comment

Share

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@womply · Interest

 Send message

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January 26, 2021 ·

We teamed up with Bill Briggs from the Small Business Administration and Max Maher, small business expert, to answer your PPP burning questions. Take a look!



WOMPLY.COM

PPP loans for independent contractors: video Q&A with SBA expert! | Womply  3 Like Comment Share

Write a comment...

Oto Analytics, Inc. d/b/a Womply Presentation to the House Select Subcommittee on the Coronavirus Crisis

May 4, 2022

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Contents

- I. Womply's Business and PPP Services Overview
- II. Womply's Non-Fast Lane Referral Services
- III. Womply's Fast Lane Referral and Technology Services
 - A. Borrower Portal
 - B. Technology Services & Support
 - C. Lender Portal
- IV. 2021 PPP Results

Appendix: Representative Sample of Womply's Communications with SBA Regarding PPP Fraud

WILLKIE FARR & GALLAGHER_{LLP}

I. Womply's Business and PPP Services Overview

WILLKIE FARR & GALLAGHER^{LLP}

Womply is a Technology Service Provider that Helps Small Businesses



- Womply is a **technology company** founded in 2011 that created software to help small businesses
- Womply began as a **commerce platform for small businesses**, providing marketing and financial tools to facilitate reputation management, email marketing, business intelligence, and dynamic customer directors
- Womply's technology services included the leading marketing and customer relationship management (CRM) solution used by over 500,000 small businesses

WILLKIE FARR & GALLAGHER_{LLP}

Womply is a Technology Service Provider that Helps Small Businesses

(contd.)

- Because of its relationship with small businesses, Womply was keenly aware of how the **COVID-19** pandemic negatively impacted small businesses and the barriers that prevented small businesses from obtaining PPP loans
 - Disbursing PPP funds required connecting more than **10 million** borrowers with approximately **5,500** national and local lenders
 - The vast majority of these 5,500 lenders **did not have the experience or resources** to review, process, and track a large volume of PPP loan applications
 - Lenders focused on approving and funding larger PPP loans, which paid larger fees, leaving **small businesses without access** to crucial funding during the COVID-19 pandemic
 - The first draw of PPP loans demonstrated the serious difficulties involved in **quickly processing and funding smaller loans**

WILLKIE FARR & GALLAGHER_{LLP}

Womply is a Technology Service Provider that Helps Small Businesses

(contd.)

- As part of the PPP, Womply provided **technology services** that addressed:
 - Certain logistical challenges for lenders to review, fund, and manage a large volume of small-dollar PPP loans
 - Certain barriers to small businesses obtaining small-dollar PPP loans

Loan Applicants	Lenders/Platforms
Womply provided Loan Applicants with a free web-based portal to submit information for a PPP loan	Womply contracted with Lenders and Platforms to provide: • PPP loan referral services • A web-based PPP loan portfolio management platform • Integrated technology services and support to, among other things, help Lenders efficiently process PPP loan applications, identify potentially fraudulent loan applications, make lending decisions, and fund PPP loans

Womply is a Technology Service Provider that Helps Small Businesses

(contd.)

- Womply **is not** a:
 - Lender
 - Lender Service Provider
 - Underwriter
- Womply **was not** responsible for:
 - Determining whether to fund a PPP loan
 - Underwriting PPP loans
 - Funding PPP loans

II. Womply's Non-Fast Lane Referral Services

WILLKIE FARR & GALLAGHER^{LLP}

Womply's Non-Fast Lane Referral Services

- Starting in **April 2020**, Womply offered a website through which small businesses seeking to apply for PPP loans could be **matched for free** with a lender or platform

The screenshot shows the Womply website's 'Start New PPP Application' page. At the top, the Womply logo is displayed. Below it, the heading 'Start New PPP Application' is followed by the question 'What describes you or your business best?'. There are two radio button options: 'My business does not have multiple employees and/or I work for myself' (with examples like Uber drivers and DoorDash couriers) and 'My business has multiple employees' (which is selected with a green checkmark). Below these options is a form with several input fields: 'First name' (filled with 'Max'), 'Last name' (filled with 'Harrison'), 'Email' (filled with 'max.harrison@gmail.com'), 'Mobile phone' (filled with '(415) 246-3250'), 'Company name', 'Business Legal Entity Type', 'Average Monthly Payroll Spend', and a checkbox for 'Did you receive a PPP loan in 2020?'.

- Loan Applicants **entered their own information** into Womply's website
- Based on the information entered and the preferences of Non-Fast Lane Lenders/Platforms, Womply's website (using an algorithm) **forwarded Loan Applicants to the website of a Non-Fast Lane Lender/Platform**
- Non-Fast Lane Lenders/Platforms were responsible for obtaining supporting documentation from Loan Applicants, processing applications, performing Know-Your-Customer ("KYC") checks, making lending decisions, funding loans, and managing their PPP loan portfolios

WILLKIE FARR & GALLAGHER LLP

Womply's Non-Fast Lane Referral Services

(contd.)

- Womply entered into **agreements with 10 Lenders/Platforms** to provide its Non-Fast Lane referral services



- Womply's Non-Fast Lane Program resulted in **6,983 PPP loan draws**
 - Total Principal Amount Funded: \$360,885,000*
 - Average PPP Loan Amount: ~\$52,000*

WILLKIE FARR & GALLAGHER LLP

III. Womply's Fast Lane Referral and Technology Services

WILLKIE FARR & GALLAGHER^{LLP}

Womply's Fast Lane Referral and Technology Services

- In **February 2021**, Womply launched **PPP Fast Lane** to address some of the logistical barriers to small businesses receiving PPP loans
 - Womply released a **website** that offered a streamlined and simplified application process for non-employer businesses, contractors, and gig workers
 - Womply also made available to Fast Lane Lenders/Platforms a **loan portfolio management platform**
 - Womply invested more than **\$220 million** in this technology



Womply's Fast Lane Referral and Technology Services

(contd.)

1. **Borrower-Facing Platform (the “Borrower Portal”)**

- Loan Applicants entered information and uploaded documents in an online portal
- Loan Applicants were referred to Lenders/Platforms and could monitor the status of their applications

2. **Technology Services & Support**

- Best-in-class KYC and Anti-Fraud tools
- Sophisticated API network that streamlined the application process for Lenders/Platforms

3. **Lender-Facing Platform (the “Lender Portal”)**

- Lenders/Platforms could access documents and information provided by Loan Applicants
- Lenders/Platforms could approve or deny loan applications
- Lenders/Platforms could monitor the status of loan applications
- Lenders/Platforms could, among other things, (i) populate loan applications and promissory notes, (ii) transmit loan applications and promissory notes to Loan Applicants for signature, (iii) submit loan application information to the SBA for approval, and (iv) initiate payment of loan proceeds to Loan Applicants

WILLKIE FARR & GALLAGHER_{LLP}

Womply's Fast Lane Referral and Technology Services

(contd.)

- Lenders/Platforms that contracted for Womply's Fast Lane referral and technology services retained responsibility for underwriting and making lending decisions
- Womply **did not**:
 - Decide whether to fund PPP loans
 - Decide whether to submit loan applications to the SBA for approval
 - Provide underwriting services
 - Fund PPP loans

Womply's Fast Lane Referral and Technology Services

(contd.)

- Womply entered into **agreements with 8 Lenders/Platforms** to provide its Fast Lane referral and technology services



**Note: Blueacorn is the Lender Service Provider to Capital Plus Financial, LLC, a Community Development Financial Institution, and Womply provided its Fast Lane referral and technology services to both Blueacorn and Capital Plus*

WILLKIE FARR & GALLAGHER^{LLP}

15

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CONFIDENTIAL

House_Select_000012796

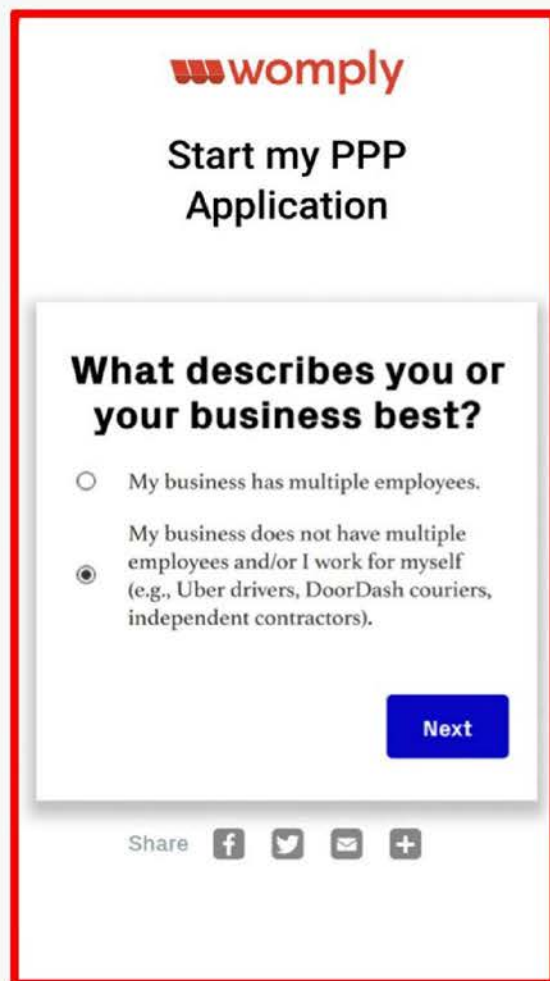
III. Womply's Fast Lane Referral and Technology Services

A. Borrower Portal

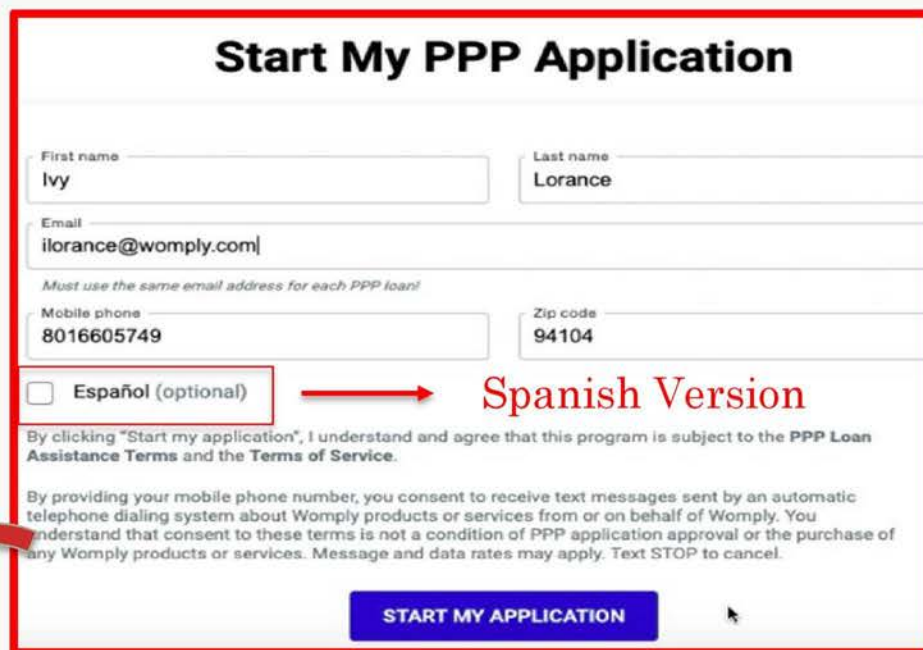
WILLKIE FARR & GALLAGHER^{LLP}

Borrower Portal

- Loan Applicant goes to **www.womply.com/ppp** and enters basic identifying information



The screenshot shows the Womply website's 'Start my PPP Application' page. At the top is the Womply logo. Below it, the heading 'Start my PPP Application' is centered. A box contains the question 'What describes you or your business best?' with two radio button options: 'My business has multiple employees.' and 'My business does not have multiple employees and/or I work for myself (e.g., Uber drivers, DoorDash couriers, independent contractors)'. The second option is selected. A blue 'Next' button is at the bottom right of this box. Below the box are social media sharing icons for Facebook, Twitter, Email, and a plus sign for more options.



The screenshot shows the 'Start My PPP Application' form. It includes fields for 'First name' (Ivy), 'Last name' (Lorance), 'Email' (ilorance@womply.com), 'Mobile phone' (8016605749), and 'Zip code' (94104). A checkbox for 'Español (optional)' is highlighted with a red box, and a red arrow points from it to the text 'Spanish Version'. Below the form, there is a blue button labeled 'START MY APPLICATION'. A red curved arrow points from the 'START MY APPLICATION' button on this page to the 'Next' button on the previous page.

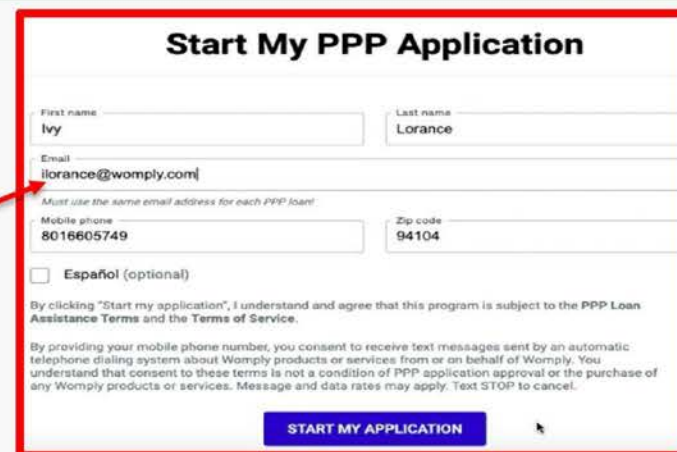
- Terms of Service include:
 - Womply is not a lender and is not in the business of providing *legal or tax advice*
 - Nothing on our website should be interpreted to mean that Womply can or will determine your *eligibility* or *ineligibility* for PPP or *check the accuracy, completeness, or lawfulness* of your PPP loan application

WILLKIE FARR & GALLAGHER LLP

Borrower Portal

(contd.)

- There is a **validity check** of the provided email address

A screenshot of a web form titled 'Start My PPP Application'. The form includes fields for 'First name' (Ivy), 'Last name' (Lorance), 'Email' (lorance@womply.com), 'Mobile phone' (8016605749), and 'Zip code' (94104). There is a checkbox for 'Español (optional)'. Below the form, there is a paragraph of terms and conditions, and a blue button labeled 'START MY APPLICATION'. A red arrow points from the Kickbox logo to the email field.

- Then **access** to the provided email address and mobile telephone number is verified
- The Loan Applicant must pass these checks in order to proceed



WILLKIE FARR & GALLAGHER LLP

Borrower Portal

(contd.)

9:41

←

I certify under penalty of perjury that the answer to each of these questions is "NO"

- Is the Applicant or any owner of the Applicant presently suspended, debarred, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction by any Federal department or agency, or presently involved in any bankruptcy?
- Has the Applicant, any owner of the Applicant, or any business owned or controlled by any of them, ever obtained a direct or guaranteed loan from SBA or any other Federal agency that is (a) currently delinquent, or (b) has defaulted in the last 7 years and caused a loss to the government?
- Is the Applicant (if an individual) or any individual owning 20% or more of the equity of the Applicant presently incarcerated or, for any felony, presently subject to an indictment, criminal information, arraignment, or other means by which formal criminal charges are brought in any jurisdiction?

Within the last 5 years, for any felony

cha tion?

- Within the last 5 years, for any felony involving fraud, bribery, embezzlement, or a false statement in a loan application or an application for federal financial assistance, or within the last year, for any other felony, has the Applicant (if an individual) or any owner of the Applicant 1) been convicted; 2) pleaded guilty; 3) pleaded nolo contendere; or 4) commenced any form of parole or probation (including probation before judgment)?
- Did the Applicant receive an SBA Economic Injury Disaster Loan between January 31, 2020 and April 3, 2020?
- Is the Applicant or any owner of the Applicant an owner of any other business, or have common management (including a management agreement) with any other business?
- Is the Applicant a franchise?
- Is the franchise listed in the SBA's Franchise Directory?

CONFIRM

I CANNOT CONFIRM THE ANSWER TO EACH QUESTION IS "NO"

9:41

←

I certify under penalty of perjury that the answer to this question is "YES"

- Is the United States the principal place of residence for all employees included in the Applicant's payroll calculation above?

CONFIRM

I CANNOT CONFIRM THAT THE ANSWER TO THIS QUESTION IS "YES"

WILLKIE FARR & GALLAGHER LLP

Borrower Portal

(contd.)

- Loan Applicant enters information, uploads certain documents, and connects a bank account
- Loan Applicant also completes the “Identity Check”

persona

Next steps

1. **Basic Info**
Enter your application info
2. **Certify Key Facts**
You must read these
3. **Demographics** (optional)
Provide demographics
4. **Connect Your Bank**
Connect with your online credentials
5. **Upload Tax Docs**
Upload your tax documents
6. **Select Your PPP Stimulus**
See how much you qualify for
7. **Sign**
Review and sign your application

NEXT



See House_Select_000011156 for a walkthrough video

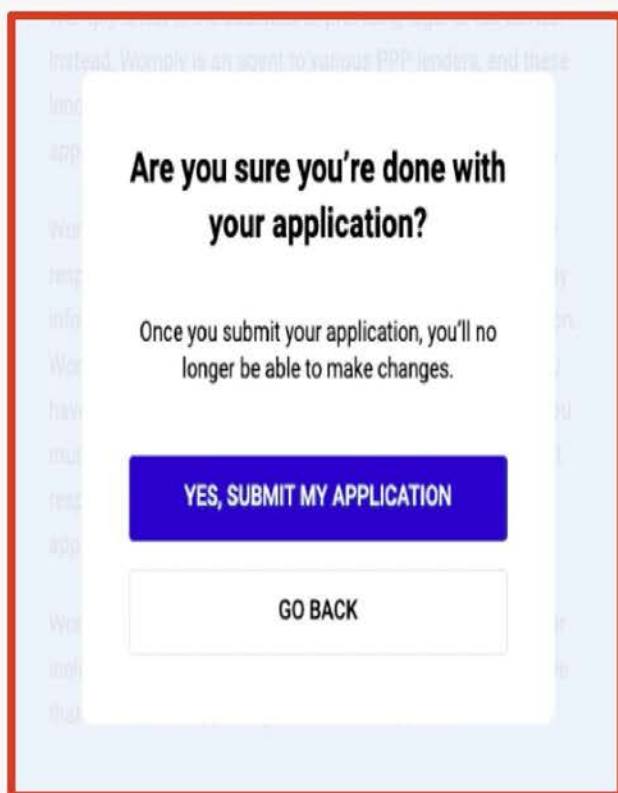
Note: Prior to implementing Persona in early April 2021, Womply used Plaid Identity and DocuSign ID Verification (powered by LexisNexis) as identity verification tools; thereafter Womply continued to use Plaid Identity and DocuSign ID Verification as supplemental tools

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Borrower Portal

(contd.)

- After submitting, the Loan Applicant can monitor the status of the loan application and/or provide additional information

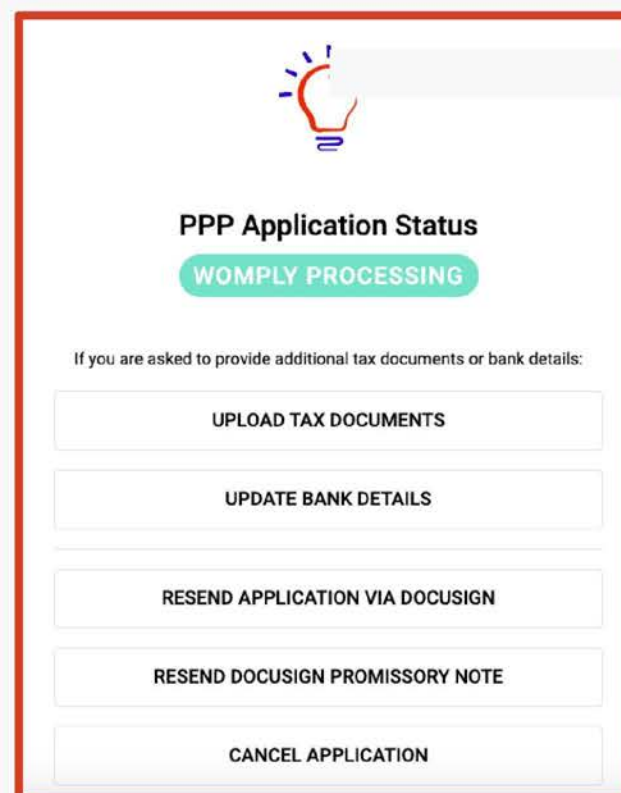


Are you sure you're done with your application?

Once you submit your application, you'll no longer be able to make changes.

YES, SUBMIT MY APPLICATION

GO BACK





PPP Application Status

WOMPLY PROCESSING

If you are asked to provide additional tax documents or bank details:

UPLOAD TAX DOCUMENTS

UPDATE BANK DETAILS

RESEND APPLICATION VIA DOCUSIGN

RESEND DOCUSIGN PROMISSORY NOTE

CANCEL APPLICATION

- For a video walkthrough of the application process, see [House_Select_000011241](#)

WILLKIE FARR & GALLAGHER LLP

III. Womply's Fast Lane Referral and Technology Services

B. Technology Services & Support

WILLKIE FARR & GALLAGHER^{LLP}

Technology Services & Support

- **Automatic Checks.** After submission by the Loan Applicant and prior to routing to the Fast Lane Lender/Platform, Womply's technology performed various automatic checks (using backend algorithms) on the provided information
- Examples:
 - *Loan amount < \$750*
 - *Gross income < \$0*
 - *Duplicate Loan Application(s)*
 - *Address a P.O. Box*

Technology Services & Support

(contd.)

- **KYC Management.** Womply used (and supported through manual reviews) **Persona and other best-in-class, third-party tools** to verify a Loan Applicant's identity and other provided information

After Submission By Loan Applicant And Prior to Routing	
Biometric selfie scan verification Database verification (e.g., name, DOB, SSN, Address, and Alive) Watchlist Check (i.e., OFAC sanctions, politically exposed persons, warnings, fitness and probity) Government ID verification	
Extraction and analysis of account owner information (i.e., name, mailing address, email address, and phone number)	 
Manual Review of Selfies and/or Extracted Plaid Information	 
After Submission By Loan Applicant And After Routing	
Knowledge-Based Authentication	

Persona Inquiry Report

Inquiry

APPROVED

April 19, 2021

Attributes

Full Name

Birthdate

Address

Government ID Number

Phone Number

Email Address

Documents

Selfies

persona

Inquiry

APPROVED

April 19, 2021

Verifications (3)

✓ Verification: Database

✓ Verification: Selfie

✓ Verification: Government ID

Reports (1)

✓ Report: Watchlist

rep_4

WILLKIE FARR & GALLAGHER_{LLP}

Persona Inquiry Report

(contd.)

Verification: Database

PASSED

April 19, 2021

Attributes



Required Checks

- ✓ Full name
- ✓ Birthdate
- ✓ Address
- ✓ SSN
- ✓ Alive
- ⊖ Phone number

Additional Checks

- ✓ PO box
- ⊖ Address deliverable

Verification: Selfie

PASSED

April 19, 2021

Selfies



Required Checks

- ✓ Pose position
- ✓ Multiple faces
- ✓ Pose repeat
- ✓ Suspicious entity
- ⊖ Selfie-to-ID comparison
- ⊖ Account comparison

Additional Checks

- ✓ Selfie Liveness Check
- ✓ Glasses
- ✓ Glare

WILLKIE FARR & GALLAGHER_{LLP}

Persona Inquiry Report

(contd.)

Verification: Government ID

PASSED

April 19, 2021

Required Checks

- ✓ ID image tampering
- ✓ Portrait
- ✓ Inquiry comparison
- ✓ Selfie-to-ID comparison
- ✓ Compromised submission
- ✓ Allowed country
- ✓ Expiration
- ✓ Government ID
- ✓ Allowed ID type
- ⊖ MRZ
- ⊖ Account comparison

Additional Checks

- ⊖ Public figure
- ✓ Color
- ✓ Glare
- ✓ Blur
- ✓ Double side
- ✓ Valid dates
- ✓ Handwriting
- ✓ Portrait clarity
- ✓ PO box
- ✓ Extracted properties
- ✓ Processable submission
- ✓ Electronic replica
- ⊖ AAMVA database lookup
- ⊖ REAL ID
- ⊖ Corners
- ⊖ Barcode
- ⊖ Extraction inconsistency
- ⊖ Barcode inconsistency
- ⊖ Portrait age
- ⊖ Repeat
- ⊖ Inconsistent repeat
- ⊖ Age comparison

Report: Watchlist

READY

April 19, 2021

Attributes

Results

- ✓ Sanctions
- ✓ Politically Exposed Persons
- ✓ Warnings
- ✓ Fitness and Probity

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Technology Services & Support

- **Bank and Tax Document Analysis.** Womply also used (and supported through manual reviews) various third-party tools to **analyze certain documents and information** provided by Loan Applicants

After Application Submission And Prior to Routing	
Extraction and analysis of transaction data	 PLAID 
Classification of tax documents	
Extraction and analysis of tax documents	 
Fraudulent document detection for certain bank and tax documents	 
Manual review of certain bank and tax documents	 

Technology Services & Support

(contd.)

- **Sophisticated API Network.** Womply designed a sophisticated network that allowed Lenders/Platforms to **streamline the lifecycle of a loan application** through the Lender Portal

The DocuSign logo, featuring the word "DocuSign" in a bold, black, sans-serif font, with a registered trademark symbol (®) to the upper right of the "n".The TESLAR Software logo. The word "TESLAR" is in a bold, grey, sans-serif font, with the "T" in orange. Below it, the word "Software" is written in a smaller, orange, sans-serif font.

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Technology Services & Support

(contd.)

- **Anti-Fraud Measures.** Womply implemented **extensive measures** to detect and prevent potential fraud by Loan Applicants
 - Encouraged Loan Applicants to report fraud (and initially collected reports of fraud until discouraged by SBA)
 - Blocked anonymous and non-US IP addresses
 - Limited the number of loan applications and social security numbers that could be linked to a single bank account
 - Enhanced checks and verifications by Persona in response to Womply's discovery of dolls, mannequins, and other non-human selfies
 - Blocked bank accounts with higher risk banks (e.g., Greendot, Varro, Lili) and/or coordinated with banks to implement specific rules for funding (e.g., Chime and Truist)
 - Searched for potentially fraudulent loan applications and/or fraud groups using "spider logic" (i.e., fraud group detection using recursive graph-based model using IP address, browser IDs, duplicate bank accounts, etc.)

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Technology Services & Support

(contd.)

▪ **Anti-Fraud Measures (contd.)**

- Engaged Flashpoint (an online threat intelligence service) to provide intel on online information about how to defraud PPP
- Engaged Frank Rimerman (audit accounting firm) to provide guidance on anti-fraud measures
- Communicated with Lenders/Platforms regarding anti-fraud measures
- Coordinated with financial institutions to freeze and recover PPP funds disbursed to Loan Applicants suspected of fraud
- **Repeatedly notified SBA about fraudulent loan applications identified by Womply, Womply's anti-fraud measures, and anti-fraud measures SBA could implement (see, e.g., Appendix; House_Select_000006048–House_Select_000009278)**
- Proactively engaged with the FBI, DHS, Federal Reserve, and Treasury Department to address fraudulent loan applications

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III. Womply's Fast Lane Referral and Technology Services

C. Lender Portal

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Lender Portal

Lenders/Platforms could use the Lender Portal to:

View Loan Applicant Information

- Certain documents and information provided by Loan Applicants
- Certain information extracted from documents uploaded by Loan Applicants
- Signed loan applications and promissory notes
- KYC detail reports
- Proof of in-business reports
- Tax document reports
- Funding instruction reports

View and Manage the Loan Application Lifecycle

- Approve loans to be funded
- Generate, populate, and transmit loan applications and promissory notes
- Submit applications to the SBA
- Reject loans for missing information or other reasons
- Communicate with Loan Applicants
- Resubmit loans with corrected information
- Send adverse action notices for declined loans
- Monitor status of loan applications at SBA
- Initiate payment of loan proceeds

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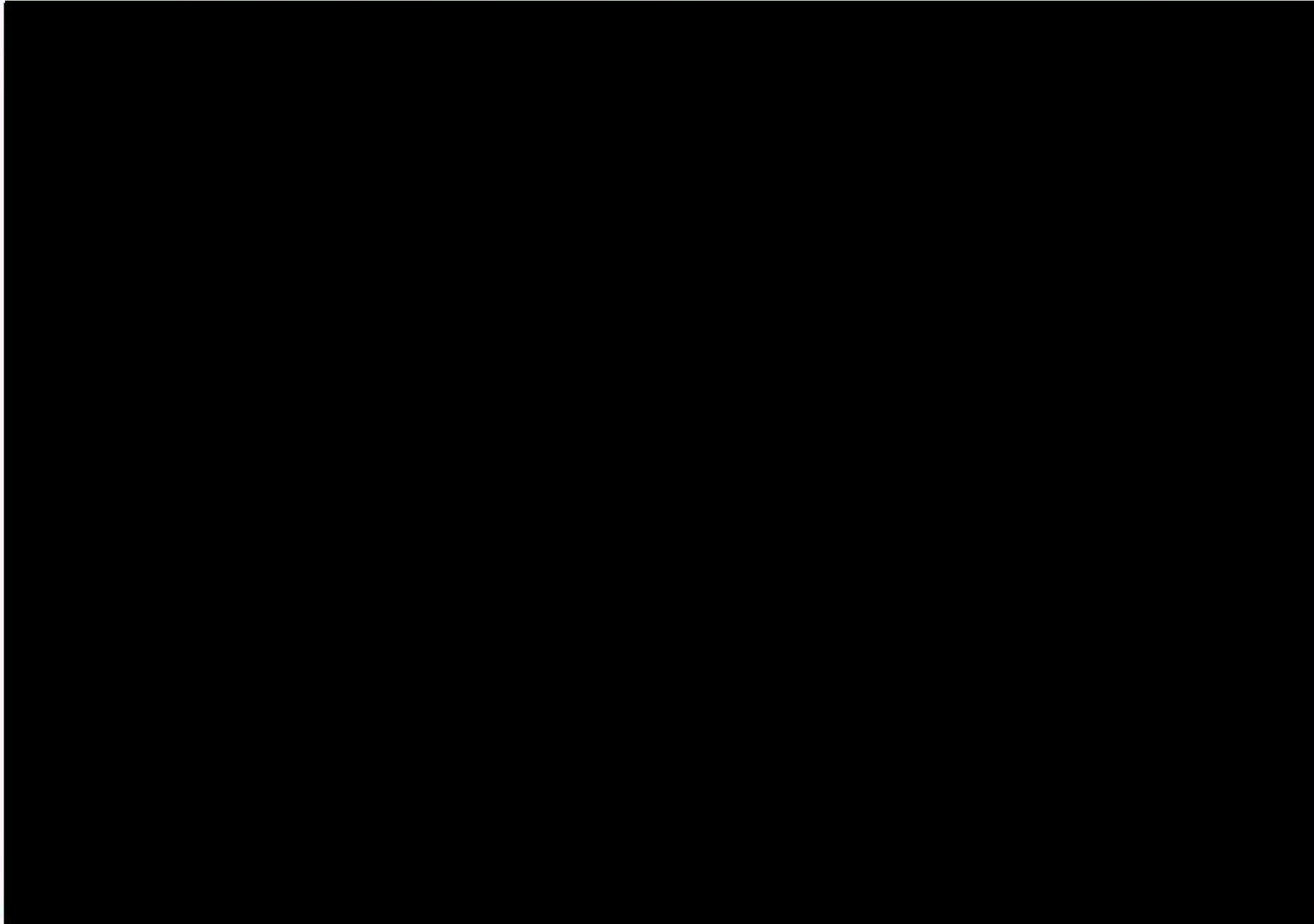
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Dashboard



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Filters & Views



Note: We have redacted PII but such information was visible to Lenders/Platforms.

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Application Lifecycle & Loan Applicant View

Note: We have redacted PII but such information was visible to Lenders/Platforms.

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Application Lifecycle & Loan Applicant View

(contd.)

- Womply used a **routing process** to refer Loan Applicants to Fast Lane Lenders and Platforms.
- Womply's routing process took into consideration a variety of factors, including:
 - The entity type of the Loan Applicant
 - The date on which the business began conducting business
 - The type of tax forms filed by the Loan Applicant
 - The location of the Loan Applicant
 - The requested loan amount and whether a Lender would accept that loan size
 - Whether a given Loan Applicant met the specific document and other requirements set by the Lender
 - Whether the Lender was permitted by the SBA to submit Loan Applications
 - The speed with which the Lender processed Loan Applications
 - The quality of feedback the Lender provided when Loan Applications were rejected
 - Whether the Lender wanted to continue receiving more Loan Applications
 - Whether the Lender helped Loan Applicants after their Loan Applications were rejected either by the Lender or the SBA
 - Whether the receiving bank account provided by the Loan Applicant was acceptable to the Lender
 - Whether the receiving bank account provided by the Loan Applicant would accept a payment from the Lender
 - Whether the Lender was forecast to have sufficient processing capabilities available to review additional Loan Applications
 - Whether the Lender was forecast to have sufficient capital available to fund a given PPP loan if the Loan Application was approved

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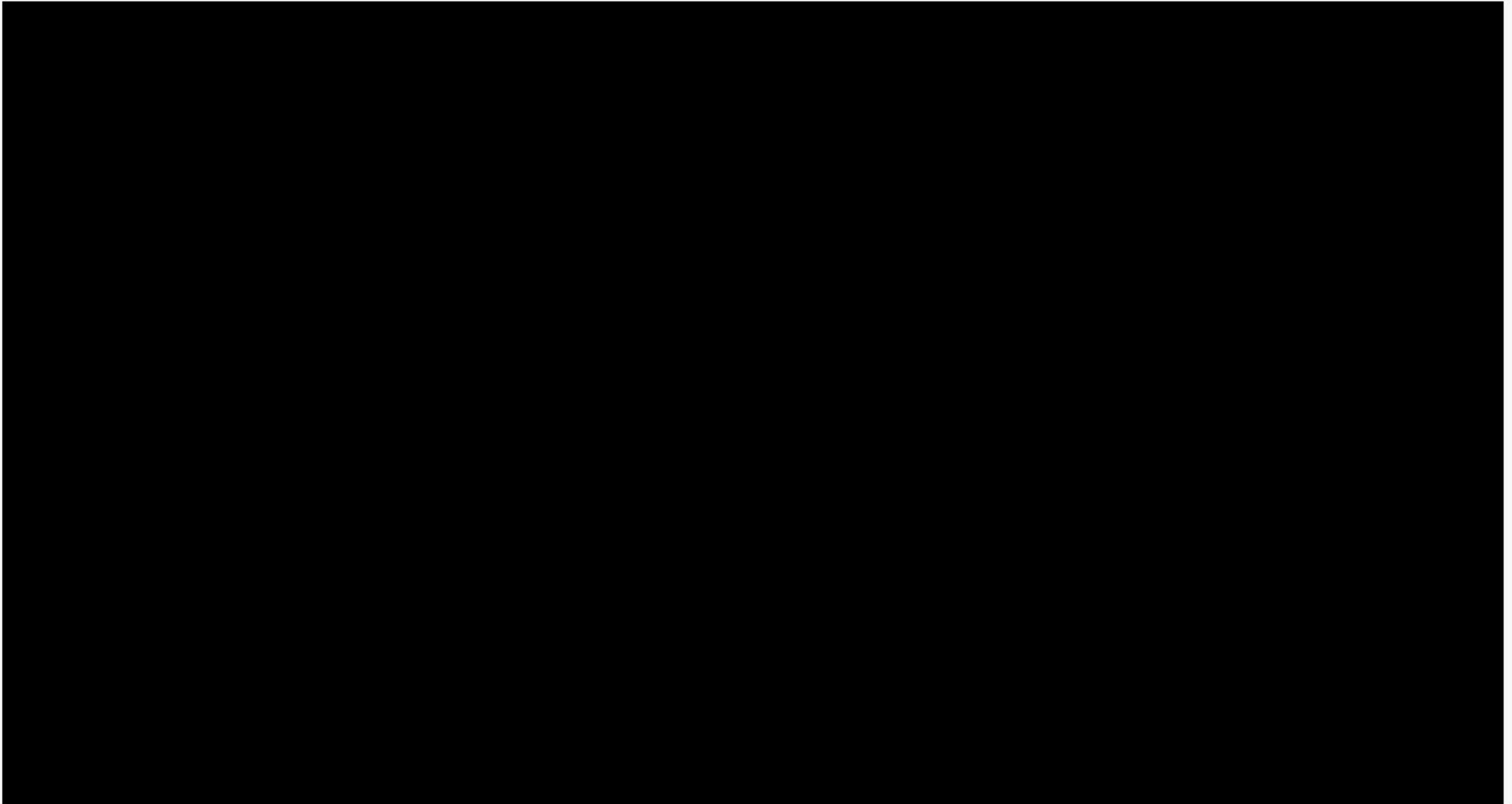
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Application Lifecycle & Loan Applicant View

(contd.)



Documents, Reports, & Lender Actions

Note: We have redacted PII but such information was visible to Lenders/Platforms.

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KYC Details Report



Creation timestamp

User ID

Application ID

KYC Details

KYC_01 Email	[REDACTED]
KYC_02 Email Verified At	2021-04-19 20:43:31
KYC_03 Phone	[REDACTED]
KYC_04 Phone Verified At	2021-04-19 20:43:31
KYC_05 IP address (Created application)	[REDACTED]
KYC_06 KBA completed	N
KYC_07 KBA completion date	
KYC_08 Persona ID completed	Y
KYC_09 Persona ID completion date	2021-04-19 22:41:53
KYC_10 Deal Id	[REDACTED]
KYC_11 Bank Id	2095

Note: We have redacted PII but such information was visible to Lenders/Platforms.

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Proof of In-Business Report

Creation timestamp
05-11-2021 02:32User ID
1001884858Application ID
[REDACTED]

Bank Data

CHASE		
BD_01	Connected Timestamp	2021-05-04 22:00:54
CHASE SAVINGS [REDACTED]		
BD_02	Jan-2020 txn count	3
BD_03	Feb-2020 txn count	4
TOTAL CHECKING [REDACTED]		
BD_02	Jan-2020 txn count	7
BD_03	Feb-2020 txn count	7

CHASE		
BD_01	Connected Timestamp	2021-05-02 16:25:01
TOTAL CHECKING [REDACTED]		
BD_02	Jan-2020 txn count	7
BD_03	Feb-2020 txn count	7
CHASE SAVINGS [REDACTED]		
BD_02	Jan-2020 txn count	3
BD_03	Feb-2020 txn count	4

Creation timestamp
2021-05-19 19:35:11User ID
[REDACTED]Application ID
[REDACTED]

Documents

BD_04	Bank Data Source	BANK_STATEMENT
BD_05	Document File Name	[REDACTED] feb 15 2020 STE copy.pdf
BD_06	Document Uploaded Timestamp	[REDACTED]
BD_05	Document File Name	[REDACTED] fb ste 2020.pdf
BD_06	Document Uploaded Timestamp	2021-05-02 15:07:30

BD_04	Bank Data Source	DIRECT_DEPOSIT_FORM
BD_05	Document File Name	[REDACTED] tashapp form.pdf
BD_06	Document Uploaded Timestamp	2021-05-15 15:45:15

BD_04	Bank Data Source	VOIDED_CHECK
BD_05	Document File Name	[REDACTED]
BD_06	Document Uploaded Timestamp	2021-04-19 21:15:59

BD_07	Deal Id	2020
BD_08	Bank Id	2095

Note: We have redacted PII but such information was visible to Lenders/Platforms.

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Tax Document & Funding Instructions Reports



Creation timestamp
2021-06-05 01:59:23

User ID
1001884858

Application ID
[REDACTED]

Supporting Tax Documents

Which documents were used to support the application values?

	Schedule C	Schedule F	Documents Total
2019	1	0	1
2020	0	0	0

User entered gross income detail

	Schedule C	Schedule F	Total
2019	\$99996.00	\$0.00	\$99996.0
2020	\$0.00	\$0.00	\$0.0

OCR gross income detail



2019 Schedule C

Value	\$99996.00
-------	------------

Updated gross income detail

	Schedule C	Schedule F	Total
2019	\$99996.00	\$0	\$99996.0
2020	\$0	\$0	\$0.0

Deal Id	2020
Bank Id	2095



Creation timestamp
2021-06-15 18:46:02

User ID
[REDACTED]

Application ID
[REDACTED]

Funding Instructions

First Name

Last Name

Email

Phone

Address

SBA Loan number

ACH Account Number

ACH Routing Number

Verification Type

Instant

Deal Id

Bank Id

2095

Note: We have redacted PII but such information was visible to Lenders/Platforms.

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IV. 2021 PPP Results

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2021 PPP Results

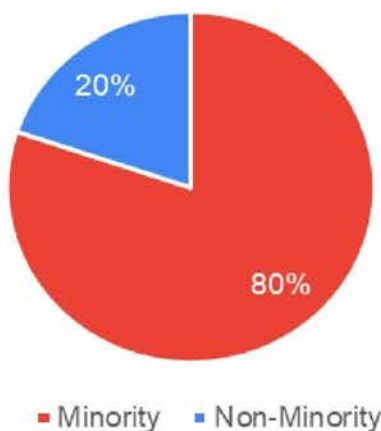
- In 2021, more than **1.3 million PPP loan draws** were funded in connection with Womply's Fast Lane and Non-Fast Lane Programs
 - *Total Principal Amount Funded: \$18.6 Billion*
 - *Average PPP Loan Amount: **\$14,000***

2021 PPP Results

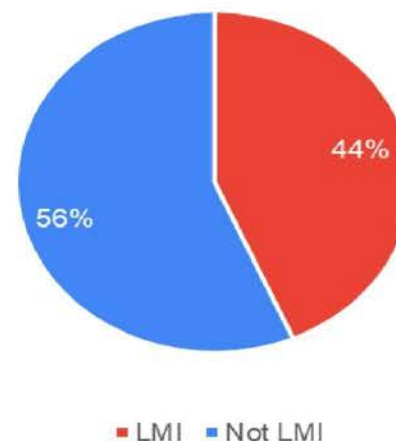
(contd.)

- Womply was a driving force behind small businesses owned by **minorities** and **low-and-moderate income (“LMI”) persons** accessing PPP loans

2021 PPP Loan Draws In Connection With Fast Lane & Non-Fast Lane Programs



2021 PPP Loan Draws In Connection With Fast Lane & Non-Fast Lane Programs



Note: This analysis follows the same methodology used in Howell, Sabrina T and Kuchler, Theresa and Snitkof, David and Stroebel, Johannes and Wong, Jun, *Automation and Racial Disparities in Small Business Lending: Evidence from the Paycheck Protection Program* (February 4, 2022); available at SSRN: <https://ssrn.com/abstract=3939384>

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2021 PPP Results

(contd.)

- Womply took on substantial risk in connection with the Fast Lane Program
 - Womply invested more than **\$220 million** in its Fast Lane technology
 - Womply did not charge Loan Applicants any fees
 - Womply did not charge Lenders/Platforms any up-front fees
 - Womply's **Fast Lane Lenders/Platforms agreed to pay fees** to Womply only if and when they received fees from the SBA for successfully funding a PPP loan using Womply's Fast Lane services:
 - (i) **referral fees** for Womply's referral services
 - (ii) **technology and API fees** for Womply's technology services
 - Womply did not receive any fees from the SBA

2021 PPP Results

(contd.)

- Womply's agreements with the Lenders/Platforms reflect that Womply was a **technology service provider** and was not involved in underwriting or lending decisions
- Sample contract provisions:
 - *Lender and Womply desire to establish an **independent contractor** relationship whereby, Womply provides referrals and technology access to Lender in connection with potential Loan Applicants seeking loans under the PPP*
 - *Lender and Womply specifically acknowledge that **Lender retains ultimate responsibility** for all loan decisions, including **approvals, underwriting, closings, disbursements, due diligence**, and loan servicing actions*
 - *Womply makes no representations or warranties about, and hereby **disclaims all responsibility for the accuracy or completeness** of any and all application information provided by a Loan Applicant that is deemed a referral hereunder*

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Recap

- Womply played an important role in the PPP by providing technology services that addressed some of the logistical challenges for lenders to review, fund, and manage a large volume of small-dollar PPP loans
- Starting in **April 2020**, Womply offered its **Non-Fast Lane** referral services by matching small businesses seeking to apply for PPP loans with Lenders/Platforms
- In **February 2021**, Womply released its **Fast Lane** technology, which offered a streamlined and simplified application process for both Loan Applicants and Lenders/Platforms
 - Womply's technology services included best-in-class **KYC** and **Anti-Fraud** tools
- Womply's services resulted in more than **1.3 million PPP loan draws** in 2021
- Womply went above and beyond to identify and prevent fraudulent loan applications
- Womply received fees from Lenders/Platforms pursuant to agreements negotiated at arm's length

APPENDIX:
Representative Sample of Womply's
Communications with SBA
Regarding PPP Fraud

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Womply Requests Access to Government Information From the SBA For Anti-Fraud Efforts

Date: Sunday, February 14 2021 01:19 PM
Subject: improving access to tax documents
From: Toby Scammell [REDACTED]@womply.com>
To: [REDACTED]@sba.gov>;
Attachments: TurboTax.mp4

Hi [REDACTED] One of the biggest reasons why the smallest borrowers (eg those without accountants) don't get their applications accepted by lenders is due to tax document issues. This is a source of significant lender cost and likely of document fraud.

SBA could help solve this by making allowing IRS transcripts in place of the original 1040 + Schedule C/E. The [IRS site is actually quite good](#).

As an example of the problem: I helped my El Salvadoran housekeeper file for a \$3500 First Draw PPP loan three weeks ago. She only had paper tax returns. Even though she has a low income her 1040 and Schedule C were at least 15 pages long. She doesn't own a scanner. I used Genius Scan on my iphone to get scans of the images but it required multiple steps. I doubt she would have been successful without my help.

Within the current rules, Womply is launching a tax connector API that would allow borrowers to connect to their tax prep software to securely transfer their 2019/2020 filings to their lender of choice (animation attached). Our goal is to increase applicant conversion, reduce program fraud (eg from fake schedule C), and improve security. This could also be utilized for forgiveness applications.

Best,
Toby

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Womply Notifies SBA of Fraud

Date: Saturday, March 13 2021 01:56 PM
Subject: RE: fraud reports & collaboration
From: Toby Scammell [REDACTED]@womply.com>
To: [REDACTED]@sba.gov>; [REDACTED]@sba.gov>;
Attachments: untitled.png

Hi [REDACTED] sorry to bother you on this but we have our first suspected example of a fraud ring. Each application individually passes our rules and the applications have been submitted to the SBA by their lender:

- They connected bank accounts with matching identity info
- They provided tax documents that include their SSN's
- They passed DocuSign ID Check

However, the tax documents all include identical numbers on the Schedule C (not just Line 7, but EVERY number). There are 12 Schedule C's.

Womply isn't in a position to make a decision on this bc we aren't the lender and the applications otherwise look fine when viewed individually. Some guidance on this situation would be helpful.

Best,
Toby

Date: Sunday, March 14 2021 08:12 AM
Subject: RE: fraud reports & collaboration
From: [REDACTED]@sba.gov>
To: Toby Scammell [REDACTED]@womply.com>; [REDACTED]@sba.gov>;
Attachments: image003.jpg; image004.png

Mr. Scammell, I recommend that you refer the case to the law enforcement agency, including SBA's Office of Inspector General - OIG's Hotline at 800-767-0385 or online at, <https://www.sba.gov/about-sba/oversight-advocacy/office-inspector-general/office-inspector-general-hotline>. Like you pointed out, it is lender's credit decision. Thanks. [REDACTED]

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Womply Notifies SBA re Anti-Fraud Measures

Date: Monday, April 5 2021 11:01 AM
Subject: RE: OIG Fraud Referral Process
From: Toby Scammell [REDACTED]@womply.com>
To: [REDACTED]@sba.gov>;
CC: [REDACTED]@sba.gov>; [REDACTED]@sba.gov>;
Attachments: image001.png; Screen Shot 2021-04-05 at 8.03.17 AM.png

Hi [REDACTED] I hope you got a weekend. This weekend we launched the following anti-fraud initiatives:

- 1 Attached screen now appears to all Fast Lane applicants. Please let me know if any concerns/changes.
- 2 This text now appears at the bottom of our emails. It will soon appear on our live chat (for 15k conversations per day) and in our FAQ:

If you suspect fraud related to the Paycheck Protection Program or any other small business relief program, we encourage you to [report it to the SBA](#).

- 3 Implemented tighter controls on ACH deposits. We're coordinating with our 5 Fast Lane lenders to limit the number of PPP loans that can be deposited to a single bank account.

If you have other requests or best practices you'd like us to follow, please let me know.

Best,
Toby

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Womply Requests Permission to Prevent Funding of Fraudulent Loans

Date: Thursday, May 6 2021 12:37 AM
Subject: urgent: recovering funds
From: Toby Scammell [REDACTED]@womply.com>
To: [REDACTED]@sba.gov;
CC: [REDACTED]@milesstockbridge.com >;

Hi [REDACTED] Our team believes we can recover significant funds (tens or hundreds of millions of dollars) from fraudulent loans that were deposited by our lender partners. Based on our analysis these accounts have been unable to withdraw all of the received funds, although they're trying.

This would involve Womply executing a series of ACH pulls using the data we collected under our legal agreements with the applicants. We would need to move fast because we can see from our data that fraudsters are withdrawing the maximum amount of money each day from their stolen bank accounts.

We would track the funds and provide an audit trail that connects the SBA loan number, lender, account, and funds recovered. If desired, we could give SBA (or any other agency) direct access to the tools we'd use to execute this. We could immediately return the recovered funds to the lender or directly to the government.

Do you have any objections to us giving this a try?

Best,
Toby

Date: Thursday, May 6 2021 06:01 AM
Subject: [EXTERNAL] RE: urgent: recovering funds
From: [REDACTED]@sba.gov >
To: Toby Scammell [REDACTED]@womply.com >;
CC: [REDACTED]@milesstockbridge.com >;

I don't have the authority to authorize anything-I must elevate. Although my first inclination is to say that this decision and the authority to withdraw funds belongs to the lender. But I will get input on this now.

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Womply Offers to Help Fraud Efforts for Forgiveness Program

Date: Thursday, June 3 2021 07:51 AM
Subject: Re:[EXTERNAL] Brief Introduction: Toby Scammell and [REDACTED]
From: Toby Scammell [REDACTED]@womply.com >
To: [REDACTED]@sba.gov>;
BCC: [REDACTED]@sba.gov>;
Attachments: image001.jpg

Thanks [REDACTED] (bced)

Hi [REDACTED] it's me again :) hope you're well. Now that this origination phase for PPP is over, can we find time to talk about fraud prevention/detection at the forgiveness stage? We missed the boat on the key policy changes for originations but it would be worthwhile to make adjustments to rules so we can catch more of the casual fraud (eg fake tax docs) prior to forgiveness.

It's not clear what role Womply will play in forgiveness (we're just starting discussions with our lenders), but regardless of our participation we think it would be useful to at a minimum collect 4506-T's from all applicants and we could do that for the ~1.3m loans that went through us.

There's much more we could do with tighter coordination across govt+private players. If it would help I'd be happy to coordinate among the willing private CEOs and bring them to a joint meeting so it's an efficient use of your time?

Best,
Toby

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Date: Saturday, March 20 2021 11:47 AM
Subject: RE: DreamSpring - Saturday status
From: [REDACTED]@dreamspring.org >
To: [REDACTED]@womply.com >; [REDACTED]@dreamspring.org >
CC: Cory Capoccia [REDACTED]@womply.com >;
Attachments: image003.png; image004.png

Hi [REDACTED]
My responses are highlighted below in yellow.

- There are still a large number of loans to be submitted to the SBA and we would like to try to get that queue cleaned out today so we can send more loans to you. Please let us know if you run into any error messages. --I've submitted all loan applications with the exception of Florida. There are \$10.5MM in apps from Florida and that is a state where we have seen a bunch of fraud. We are going to do a bit more quality control reviews on that portfolio before submitting more to the SBA. Feel free to stop sending us Florida apps in the meantime.
- Telsar indicated that the prom note was with you for review and sign off. Please let us know if you need anything to get that approved and the function turned on so that you can start sending out the prom notes for the approved loans. -- We received the prom note last night, we are reviewing today in hopes of finalizing.
- Our team cancelled the loan requests that were sent to you in error (borrower state issue). Those that were sent to the SBA must be cleaned up directly on the SBA system - attached are instructions on how to do that. -- We know how to cancel applications in eTran, however since Womply pulled all of the applications out of Teslar, I'm not sure how to identify the loans to cancel in eTran. By any chance do you have the list of loans that were approved by the SBA that you removed from our queue?

Thank you,
[REDACTED]



DreamSpring

[REDACTED]
Chief Lending and Client Experience Officer

[REDACTED] | Payments: 888-385-9555 | For Loans & Servicing: 800-508-7624

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From: [REDACTED]@womply.com >

Sent: Saturday, March 20, 2021 11:17 AM

To: [REDACTED]@dreamspring.org >; [REDACTED]@dreamspring.org >; [REDACTED]@dreamspring.org >

Cc: Cory Capoccia [REDACTED]@womply.com>

Subject: DreamSpring - Saturday status

Hi,

Wanted to send out a quick recap of where we are today:

- There are still a large number of loans to be submitted to the SBA and we would like to try to get that queue cleaned out today so we can send more loans to you. Please let us know if you run into any error messages.
- Telsar indicated that the prom note was with you for review and sign off. Please let us know if you need anything to get that approved and the function turned on so that you can start sending out the prom notes for the approved loans
- Our team cancelled the loan requests that were sent to you in error (borrower state issue). Those that were sent to the SBA must be cleaned up directly on the SBA system - attached are instructions on how to do that.

Thank you



[REDACTED] | VP of Partnerships | [Womply](#) | [REDACTED]@womply.com

Date: Wednesday, March 31 2021 05:34 AM
Subject: RE: Womply Apps QC Discussion
From: [REDACTED]@dreamspring.org >
To: Cory Capoccia [REDACTED]@womply.com >;
CC: [REDACTED]@dreamspring.org >; [REDACTED]@dreamspring.org >;
[REDACTED]@womply.com >;

Attachments: image001.png

Thank you Cory,

Those items are part of what is dragging the process on our end and we need to address asap.

[REDACTED]
Chief Operations and Innovation Officer
DreamSpring.org | [Celebrating 25 Years](#)

From: Cory Capoccia [REDACTED]@womply.com >
Sent: Wednesday, March 31, 2021 1:02 AM
To: [REDACTED]@dreamspring.org >
Cc: [REDACTED]@dreamspring.org >; [REDACTED]@dreamspring.org >; [REDACTED]
[REDACTED]@womply.com >
Subject: Re: Womply Apps QC Discussion

Hi Francisco, thanks for flagging. Let's connect after the Teslar check in wraps up and discuss. I sent out a meeting invite for details of a call that we can switch too if we get booted off of the Teslar teams conference when the Teslar team drops.

Cory Capoccia

On Tue, Mar 30, 2021 at 4:40 PM, [REDACTED]@dreamspring.org > wrote:

Hi Cory, [REDACTED]

We want to get on a call with you both tomorrow. We can either use the time we have for the Teslar stand up tomorrow morning or stay on for an additional 15-30 minutes to talk about the current quality control process we are doing to the apps received.

We are still seeing some important issues come up during our review that we want to address and see how can work together to mitigate the risk of receiving more volume with errors such as:

- Draft 2019 Tax Returns
- Apps with no Tax return attached
- Tax returns with obvious fraudulent information.
- Etc...

Thank you



DreamSpring

[REDACTED]

Chief Operations and Innovation Officer

[REDACTED] | Loans & Servicing: 800-508-7624

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Date: Tuesday, June 8 2021 01:55 PM

Subject: RE: Fraud Cases

From: [REDACTED]@harvestcref.com >

To: [REDACTED]@LENDISTRY.COM >; Toby Scammell [REDACTED]@womply.com >; Cory Capoccia [REDACTED]@womply.com >;

Attachments: image001.png; image002.jpg

[REDACTED] can you please provide us some specific examples of what you are seeing on your end? I can then connect with Womply and our accounting team to review and investigate.

From: [REDACTED]@LENDISTRY.COM]

Sent: Tuesday, June 08, 2021 12:05 PM

To: [REDACTED]@harvestcref.com >; Toby Scammell [REDACTED]@womply.com >

Subject: Fraud Cases

Hi [REDACTED] & Toby,

We have noticed a meaningful increase in the number of third-party and other inquiries related to fraud associated with applicants coming through Harvest. Can you confirm that your team is focused on making sure these issues are resolved and provide us with a written summary or other documentation of your team's fraud mitigation processes?

[REDACTED]
CEO

The logo for Lendistry, featuring the word "lendistry" in a stylized, lowercase, purple font. Below the text is a horizontal line composed of three segments: a purple segment on the left, a white segment in the middle, and a purple segment on the right.

[REDACTED]

From: Cory Capoccia [REDACTED]@womply.com >
Sent: Tuesday, April 13, 2021 6:21 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: DreamSpring data request

Thanks - please send them over and we'll review.

Cory Capoccia

On Tue, Apr 13, 2021 at 5:18 PM, [REDACTED]@dreamspring.org > wrote:

Hi Cory,

Yes we can but are having difficulty doing so because we continue to find applications that ARE NOT eligible to fund. As you know, we are fully responsible and hold all the risk associated to the loans. To answer your question, the only way we can get there is if we can be reassured that everything in our pipeline is completely eligible.

Evan will be providing a list of DUPLICATE names/apps, from a very small sample, we have just found today which are evidently fraudulent loans. All of this prompts us to review larger samples of the loans Womply is providing and thus slows down our process. I am sure you understand that impedes us from funding loans blindly in large volumes. I hope you understand and we will continue to fund on a daily basis as much as we can while we mitigate potential risks to DreamSpring. Everything that is eligible in the pipeline will get funded. The \$20m was based on the assumption that we would not be having to review larger and larger samples of applications.

Let me know if you have any additional questions or if you would like to discuss on a call.

We look forward to continuing the process and serve as many borrowers as we can.

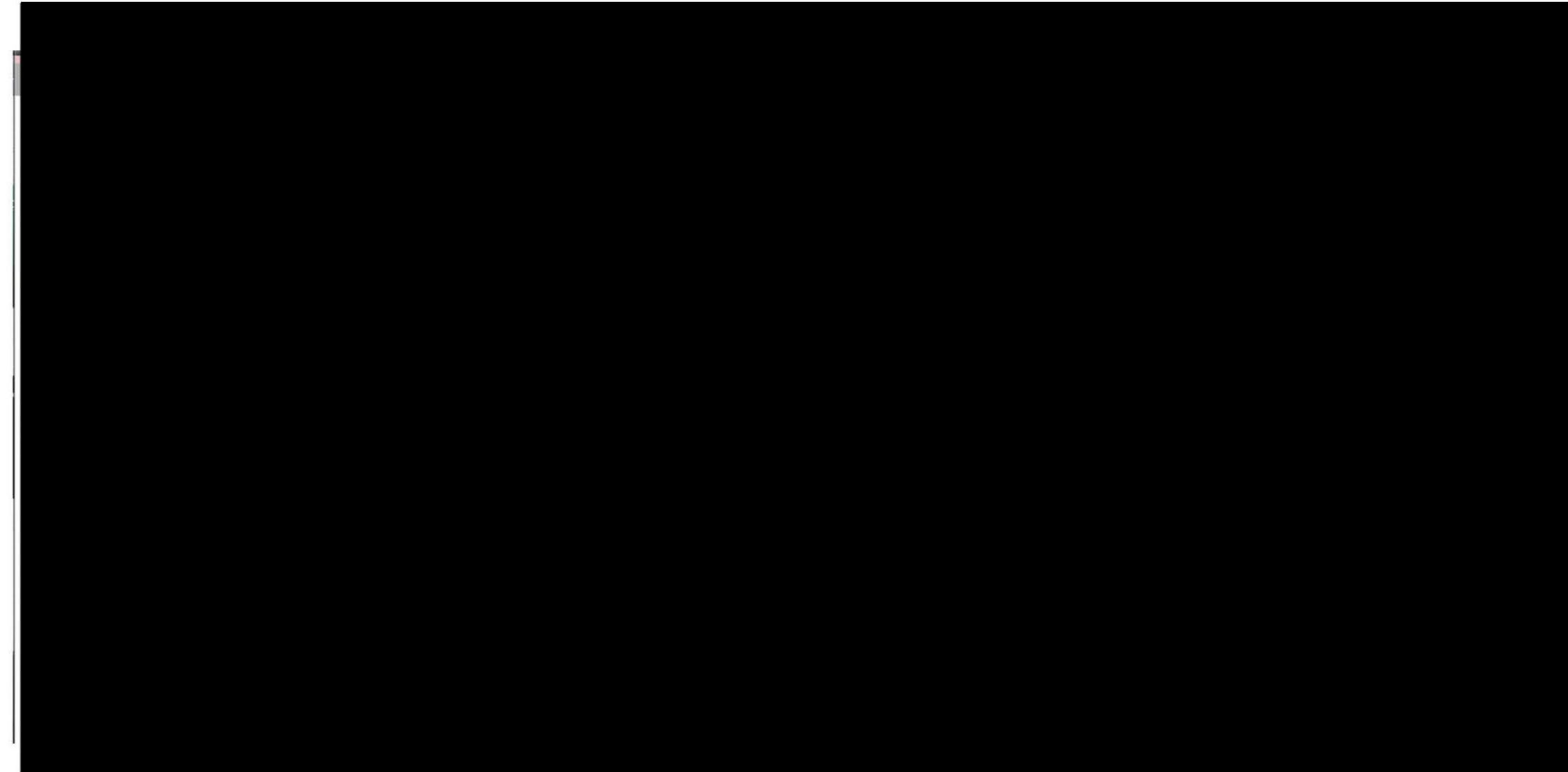
Best Regards,

[REDACTED]
Chief Operations and Innovation Officer

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From: Cory Capoccia [REDACTED] <[\[REDACTED\]@womply.com](mailto:[REDACTED]@womply.com)>
Sent: Tuesday, April 13, 2021 8:10 PM
To: [REDACTED] <[\[REDACTED\]@womply.com](mailto:[REDACTED]@womply.com)>
Cc: [REDACTED] <[\[REDACTED\]@dreamspring.org](mailto:[REDACTED]@dreamspring.org)>; [REDACTED] <[\[REDACTED\]@dreamspring.org](mailto:[REDACTED]@dreamspring.org)>; [REDACTED] <[\[REDACTED\]@dreamspring.org](mailto:[REDACTED]@dreamspring.org)>
Subject: Re: DreamSpring data request

Hi all - how can you increase your daily funding amounts closer to the \$20m/day that we originally discussed a while back? Thanks!



Cory Capoccia

On Tue, Apr 13, 2021 at 3:05 PM, [REDACTED] <[REDACTED]@womply.com> wrote:

Thank you [REDACTED] - have a good evening.

[REDACTED] | VP of Partnerships | [Womply](#) | [REDACTED] <[REDACTED]@womply.com>

On Tue, Apr 13, 2021 at 4:57 PM, [REDACTED] <[REDACTED]@dreamspring.org> wrote:

Hey [REDACTED]

Today's stats:

- 6 failed funding for \$65,622 (5 returned disbursements, 1 rejected routing number)
- 442 loans for \$3,675,653

Sincerely,

[REDACTED]

Director, Operations & Technology

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From: [REDACTED] <[REDACTED]@dreamspring.org>
Sent: Monday, April 12, 2021 9:08 PM
To: [REDACTED] <[REDACTED]@womply.com>
Cc: [REDACTED] <[REDACTED]@dreamspring.org>; [REDACTED] <[REDACTED]@dreamspring.org>; Cory Capoccia <[REDACTED]@womply.com>
Subject: Re: DreamSpring data request

Yep! \$5,681.00

Sincerely,

[REDACTED]

Director, Operations & Technology

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From: [REDACTED] <[REDACTED]@womply.com>
Sent: Monday, April 12, 2021 9:07 PM
To: [REDACTED]@dreamspring.org>
Cc: [REDACTED]@dreamspring.org>; [REDACTED]@dreamspring.org>; Cory Capoccia [REDACTED]@womply.com>
Subject: Re: DreamSpring data request

Thanks [REDACTED] Do you have the amount of the deposit that was returned?

[REDACTED] VP of Partnerships | [Womply](#) | [REDACTED]@womply.com

On Mon, Apr 12, 2021 at 8:03 PM, [REDACTED]@dreamspring.org> wrote:

Hi [REDACTED]

Stats for today, 4/12:

- 789 loans for \$5,892,119
- 104 failed for \$1,342,238 (103 of these were missing ACH information, only 1 was a returned disbursement)

Sincerely,

[REDACTED]

Director, Operations & Technology

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From: [REDACTED]@womply.com>
Sent: Friday, April 9, 2021 6:05 PM
To: [REDACTED]@dreamspring.org>

Cc: [REDACTED]@dreamspring.org>; [REDACTED]@dreamspring.org>; Cory Capoccia [REDACTED]@womply.com>
Subject: Re: DreamSpring data request

Thanks very much.

Don't hesitate to reach out if you need anything over the weekend.

[REDACTED] | VP of Partnerships | [Womply](#) | [REDACTED]@womply.com

On Fri, Apr 09, 2021 at 4:44 PM, [REDACTED]@dreamspring.org> wrote:

Today's stats:

- 233 loans for \$2,198,893
- 23 failed for \$262,510

Sincerely,

[REDACTED]

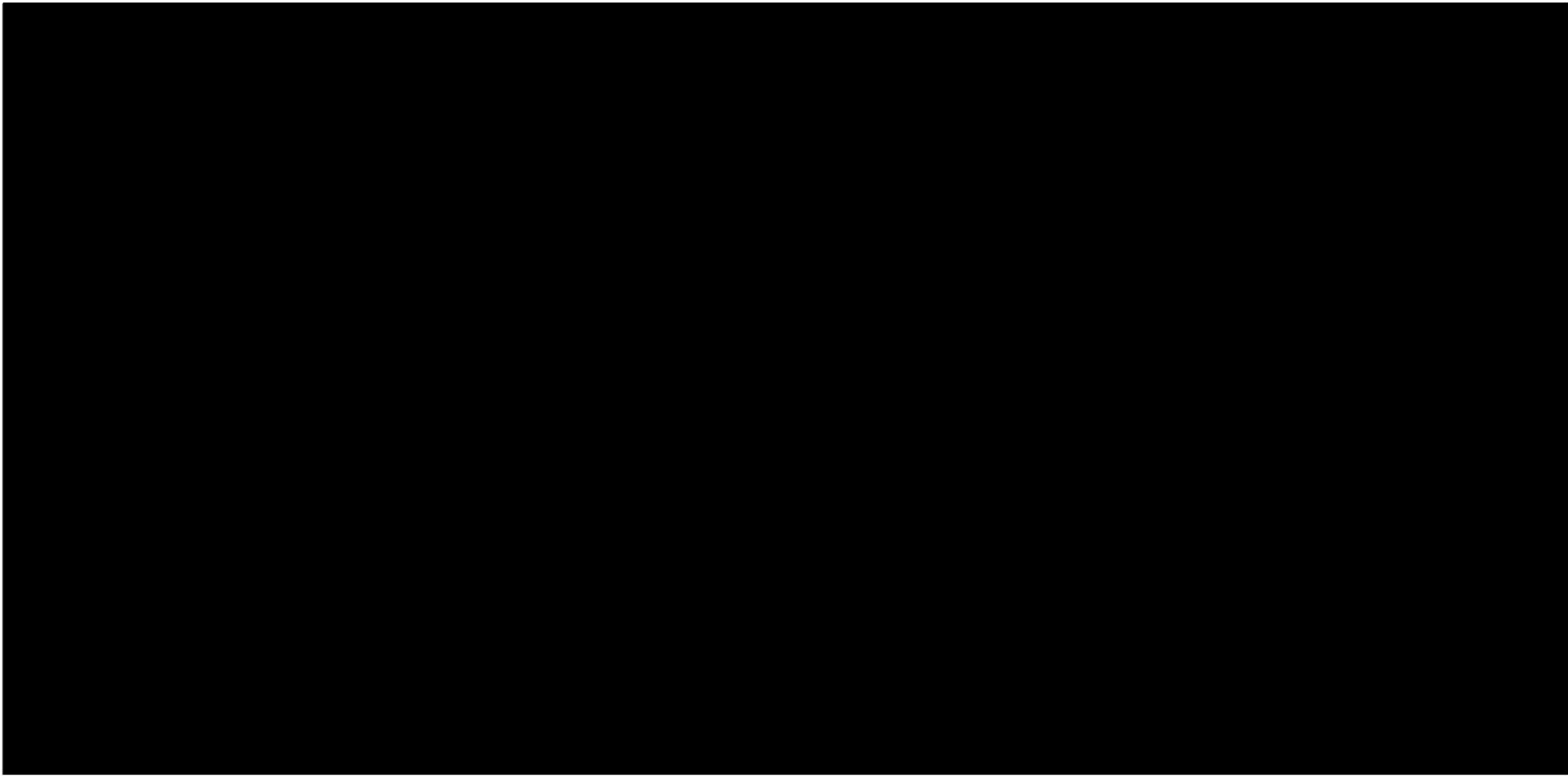
Director, Operations & Technology

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From: Cory Capoccia [REDACTED]@womply.com>
Sent: Thursday, April 8, 2021 8:32 PM
To: [REDACTED]@womply.com
Cc: [REDACTED]@dreamspring.org>; [REDACTED]@dreamspring.org>; [REDACTED]@dreamspring.org>
Subject: Re: DreamSpring data request

Awesome. Thanks for the update and for clearing out the backlog tonight! Looking great. We'll push more loans to you this evening.



Cory Capoccia

On Thu, Apr 08, 2021 at 7:20 PM, [REDACTED]@womply.com> wrote:

Thanks so much for the info Evan.

Have a good evening

[REDACTED] VP of Partnerships | [Womply](#) [REDACTED]@womply.com

On Thu, Apr 08, 2021 at 6:52 PM, [REDACTED]@dreamspring.org> wrote:

Hi [REDACTED]

Today's stats.

- Funded 231 loans for \$2,062,468
- 1 disbursement was returned for \$3446

Sincerely,

[REDACTED]

Director, Operations & Technology

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From: [REDACTED]@womply.com>
Sent: Wednesday, April 7, 2021 5:44 PM
To: [REDACTED]@dreamspring.org>
Cc: Cory Capoccia <[REDACTED]@womply.com>; [REDACTED]@dreamspring.org>; [REDACTED]@dreamspring.org>
Subject: Re: DreamSpring data request

Thanks so much Evan - I really appreciate it.

Great funding day today!

[REDACTED] | VP of Partnerships | [Womply](#) | [REDACTED]@womply.com

On Wed, Apr 07, 2021 at 4:41 PM, [REDACTED]@dreamspring.org> wrote:

Hi [REDACTED]

Here's the additional data you requested — including today's numbers.

- April 5
 - Funded (UPDATED): 476 loans for \$2,300,861
 - I haven't dug into where the 484 came from or where the discrepancy is. The above number is pulled from the funding file used on Monday.
 - Failed: 81 disbursements for \$501,078
- April 6
 - I have all of the data that you shared
- April 7
 - **Funded: 1122 loans for \$6,639,089**
 - Failed (UPDATED): 9 disbursements failed for \$43,648
 - 3 additional failures today due to invalid routing numbers that were rejected when submitting to our bank

Sincerely,

[REDACTED]

Director, Operations & Technology

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From: [REDACTED]@womply.com>
Sent: Wednesday, April 7, 2021 4:08 PM
To: [REDACTED]@dreamspring.org>
Cc: Cory Capoccia [REDACTED]@womply.com>; [REDACTED]@dreamspring.org>; [REDACTED]@dreamspring.org>
Subject: Re: DreamSpring data request

Hi [REDACTED]

I was hoping that you could help me fill in the data for the last few days.

- April 5

- I have the funded count of 484 but not the \$ amount
- I have the failed ACH count of 81 but not the \$ amount

- April 6

- I have all of the data that you shared

- April 7

- When you are done with funding today can you send the count and \$?
- I have the failed ACH count and \$

Thanks again for providing this data

[REDACTED] VP of Partnerships | [Womply](#) | [REDACTED]@womply.com

On Tue, Apr 06, 2021 at 6:14 PM, [REDACTED]@womply.com> wrote:

Thanks so much for sending these numbers over Evan - much appreciated.

[REDACTED] VP of Partnerships | [Womply](#) | [REDACTED]womply.com

On Tue, Apr 06, 2021 at 3:35 PM, [REDACTED]@dreamspring.org> wrote:

Hi [REDACTED]

Today's stats:

- 217 loans funded for \$3,451,7222
- 36 disbursements returned for \$360,849

The reason codes for the returned disbursements:

- No Acct/Cannot Locate
- Receiver Refuses Pmt (x1)
- Invalid Account Number
- Account Closed (x1)

Sincerely,

[REDACTED]

Director, Operations & Technology

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From: [REDACTED] <[REDACTED]@womply.com>
Sent: Tuesday, April 6, 2021 4:06 PM
To: [REDACTED] <[REDACTED]@dreamspring.org>
Cc: Cory Capoccia <[REDACTED]@womply.com>; [REDACTED] <[REDACTED]@dreamspring.org>; [REDACTED] <[REDACTED]@dreamspring.org>
Subject: Re: DreamSpring data request

it is to help us manage the flow of loans and to identify if there are additional processes/ checkpoints that we need to put into place.

I have your funded counts from yesterday and today as well as the rejected ACH counts for today but don't have the corresponding \$ amounts. No need to go back - just moving forward will be great.

[REDACTED] | VP of Partnerships | [Womply](#) | [REDACTED] <[REDACTED]@womply.com>

On Tue, Apr 06, 2021 at 2:59 PM, [REDACTED] <[REDACTED]@dreamspring.org> wrote:

Hi [REDACTED]

Is this to reconcile what Teslar is reporting? I know you've requested it on a daily basis. Are you also asking for historical information at this point, too?

Sincerely,

[REDACTED]

Director, Operations & Technology

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From: [REDACTED] <[REDACTED]@womply.com>

Sent: Tuesday, April 6, 2021 3:37 PM

To: [REDACTED] <[REDACTED]@dreamspring.org>; [REDACTED] <[REDACTED]@dreamspring.org>; [REDACTED] <[REDACTED]@dreamspring.org>

Cc: Cory Capoccia <[REDACTED]@womply.com>

Subject: DreamSpring data request

As part of our process improvement and auditing we are requesting that you send us the following information on a daily basis:

- Number of loans funded and dollar amount
- Number of ACH transactions that failed and dollar amount

Additionally, we want to help weed out some of the 'noise' within your loan queues. Can you let me know:

- What are the circumstances under which your team withdraws/cancels loans?
- How many days do you want to give a borrower to sign a promissory note?

Thank you so much for providing this data so that we can continue to make improvements.

[REDACTED] VP of Partnerships | [Womply](https://www.Womply) | [REDACTED] <[REDACTED]@womply.com>