

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

FORM 10-Q

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

For the quarterly period ended June 30, 2026

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period ended

Commission File Number: 001-35477

Regional Management Corp.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

979 Batesville Road, Suite B

Greer, South Carolina

(Address of principal executive offices)

57-0847115

(I.R.S. Employer
Identification No.)

29651

(Zip Code)

(864) 448-7000

(Registrant's telephone number, including area code)

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

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
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Common Stock, \$0.10 par value

RM

New York Stock Exchange

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

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

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

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

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

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

As of July 29, 2026, the registrant had outstanding 9,225,794 shares of Common Stock, \$0.10 par value.

REGIONAL MANAGEMENT CORP.
QUARTERLY REPORT ON FORM 10-Q
Fiscal Quarter Ended June 30, 2026
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GLOSSARY

Terms and abbreviations used in this report are defined below:

Term or Abbreviation	Definition
2015 Plan	2015 Long-Term Incentive Plan
2024 Plan	2024 Long-Term Incentive Plan
AFS	available-for-sale
ASU	Accounting Standards Update
Board	the Company's Board of Directors
B(W)	comparatively better shown as positives, comparatively worse shown as negatives
CODM	Chief Operating Decision Maker
Column	Column National Association, a national banking association
Company	Regional Management Corp.
Cost of funds	annualized (as applicable) interest expense as a percentage of average net finance receivables
Debt balance	the balance for each respective debt agreement, composed of principal balance and accrued interest
Delinquency rate	delinquent loans outstanding as a percentage of ending net finance receivables
Efficiency ratio	annualized (as applicable) general and administrative expenses as a percentage of total revenue
Exchange Act	the Securities Exchange Act of 1934, as amended
FASB	Financial Accounting Standards Board
FICO	Fair Isaac Corporation
Funded debt-to-equity ratio	debt divided by total stockholders' equity
GAAP	U.S. Generally Accepted Accounting Principles
Inc (Dec)	comparative increases shown as positives, comparative decreases shown as negatives
Interest and fee yield	annualized (as applicable) interest and fee income as a percentage of average net finance receivables
Issuance Trust	the Company's indirect SPE through which private offerings and sales consisting of the issuance of classes of fixed-rate, asset-backed notes are completed
KTIP	key team member incentive program
LGD	loss given default
LTIP	long-term incentive program
Net credit loss rate	annualized (as applicable) net credit losses as a percentage of average net finance receivables
NQSO	nonqualified stock option
Operating expense ratio	annualized (as applicable) general and administrative expenses as a percentage of average net finance receivables
PD	probability of default
PRSU	performance restricted stock unit
QoQ	quarter-over-quarter
RMIT	Regional Management Issuance Trust
RMR	Regional Management Receivables
RMR III	Regional Management Receivables III, LLC
RMR IV	Regional Management Receivables IV, LLC
RMR V	Regional Management Receivables V, LLC
RMR VI	Regional Management Receivables VI, LLC
RMR VII	Regional Management Receivables VII, LLC
RSA	restricted stock award
RSU	restricted stock unit
SEC	Securities and Exchange Commission
SOFR	secured overnight financing rate
SPE	wholly owned, bankruptcy-remote, special purpose entity
Stockholders' equity ratio	total stockholders' equity as a percentage of total assets
VIE	variable interest entity
YoY	year-over-year

PART I – FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS.

Regional Management Corp. and Subsidiaries Consolidated Balance Sheets (in thousands, except par value amounts)

	(Unaudited) June 30, 2026	December 31, 2025
Assets		
Cash	\$ 6,799	\$ 3,823
Net finance receivables	2,148,253	2,140,199
Unearned insurance premiums	(50,713)	(52,896)
Allowance for credit losses	(224,000)	(220,900)
Net finance receivables, less unearned insurance premiums and allowance for credit losses	1,873,540	1,866,403
Restricted cash	111,776	94,174
Lease assets	45,084	43,828
Intangible assets	34,634	31,781
Restricted AFS investments	24,206	24,211
Property and equipment	13,044	13,156
Other assets	20,511	26,554
Total assets	<u>\$ 2,129,594</u>	<u>\$ 2,103,930</u>
Liabilities and Stockholders' Equity		
Liabilities:		
Debt	\$ 1,675,942	\$ 1,650,764
Unamortized debt issuance costs	(5,617)	(8,591)
Net debt	1,670,325	1,642,173
Lease liabilities	47,241	45,968
Deferred tax liability, net	2,588	3,345
Accounts payable and accrued expenses	31,109	39,352
Total liabilities	1,751,263	1,730,838
Commitments and contingencies (Note 12)		
Stockholders' equity:		
Preferred stock (\$0.10 par value, 100,000 shares authorized, none issued or outstanding)	—	—
Common stock (\$0.10 par value, 1,000,000 shares authorized, 15,298 shares issued and 9,340 shares outstanding at June 30, 2026 and 15,168 shares issued and 9,554 shares outstanding at December 31, 2025)	1,530	1,517
Additional paid-in capital	142,805	138,666
Retained earnings	424,469	410,721
Accumulated other comprehensive loss	(49)	(2)
Treasury stock (5,958 shares at June 30, 2026 and 5,614 shares at December 31, 2025)	(190,424)	(177,810)
Total stockholders' equity	378,331	373,092
Total liabilities and stockholders' equity	<u>\$ 2,129,594</u>	<u>\$ 2,103,930</u>

See accompanying notes to consolidated financial statements.

Regional Management Corp. and Subsidiaries
Consolidated Statements of Comprehensive Income
(Unaudited)
(in thousands, except per share amounts)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Revenue				
Interest and fee income	\$ 150,278	\$ 140,695	\$ 300,574	\$ 277,248
Insurance income, net	10,976	11,499	22,786	22,796
Other income	6,752	5,248	11,936	10,365
Total revenue	168,006	157,442	335,296	310,409
Expenses				
Provision for credit losses	69,006	60,587	133,874	118,579
Personnel	39,433	38,584	78,775	79,726
Occupancy	7,252	6,911	14,731	13,817
Marketing	4,889	5,059	9,070	10,465
Other	13,870	12,391	27,532	24,980
Total general and administrative expenses	65,444	62,945	130,108	128,988
Interest expense	22,993	20,426	45,916	40,197
Income before income taxes	10,563	13,484	25,398	22,645
Income taxes	2,410	3,344	5,844	5,498
Net income	<u>\$ 8,153</u>	<u>\$ 10,140</u>	<u>\$ 19,554</u>	<u>\$ 17,147</u>
Net income per common share:				
Basic	<u>\$ 0.91</u>	<u>\$ 1.07</u>	<u>\$ 2.15</u>	<u>\$ 1.79</u>
Diluted	<u>\$ 0.85</u>	<u>\$ 1.03</u>	<u>\$ 2.03</u>	<u>\$ 1.73</u>
Weighted-average common shares outstanding:				
Basic	<u>8,988</u>	<u>9,504</u>	<u>9,075</u>	<u>9,556</u>
Diluted	<u>9,604</u>	<u>9,843</u>	<u>9,633</u>	<u>9,934</u>
Other comprehensive income (loss), net of tax				
Unrealized income (loss) on restricted AFS investments	(23)	214	(59)	(82)
Income taxes on unrealized items	5	(45)	12	18
Other comprehensive income (loss), net of tax	(18)	169	(47)	(64)
Total comprehensive income	<u>\$ 8,135</u>	<u>\$ 10,309</u>	<u>\$ 19,507</u>	<u>\$ 17,083</u>

See accompanying notes to consolidated financial statements.

Regional Management Corp. and Subsidiaries
Consolidated Statements of Stockholders' Equity
(Unaudited)
(in thousands)

As of and for the Three Months Ended June 30, 2026							
	Common Stock		Additional Paid-In	Retained	Accumulated Other Comprehensive	Treasury	Total
	Shares	Amount	Capital	Earnings	Loss	Stock	
Beginning balance	15,160	\$ 1,516	\$ 140,555	\$ 419,197	\$ (31)	\$ (185,388)	\$ 375,849
Cash dividends declared	—	—	—	(2,881)	—	—	(2,881)
Issuance of restricted stock	129	13	(13)	—	—	—	—
Exercise of stock options	28	3	—	—	—	—	3
Repurchase of common stock	—	—	—	—	—	(5,036)	(5,036)
Shares withheld related to net share settlement	(19)	(2)	(199)	—	—	—	(201)
Share-based compensation	—	—	2,462	—	—	—	2,462
Net income	—	—	—	8,153	—	—	8,153
Other comprehensive loss	—	—	—	—	(18)	—	(18)
Ending balance	15,298	\$ 1,530	\$ 142,805	\$ 424,469	\$ (49)	\$ (190,424)	\$ 378,331

As of and for the Three Months Ended June 30, 2025							
	Common Stock		Additional Paid-In	Retained	Accumulated Other Comprehensive	Treasury	Total
	Shares	Amount	Capital	Earnings	Income (Loss)	Stock	
Beginning balance	15,187	\$ 1,519	\$ 134,206	\$ 382,532	\$ (171)	\$ (160,210)	\$ 357,876
Cash dividends declared	—	—	—	(3,115)	—	—	(3,115)
Issuance of restricted stock	38	3	(3)	—	—	—	—
Repurchase of common stock	—	—	—	—	—	(5,045)	(5,045)
Shares withheld related to net share settlement	—	—	(8)	—	—	—	(8)
Share-based compensation	—	—	2,934	—	—	—	2,934
Net income	—	—	—	10,140	—	—	10,140
Other comprehensive income	—	—	—	—	169	—	169
Ending balance	15,225	\$ 1,522	\$ 137,129	\$ 389,557	\$ (2)	\$ (165,255)	\$ 362,951

As of and for the Six Months Ended June 30, 2026								
	Common Stock		Additional Paid-In	Retained	Accumulated	Treasury	Total	
	Shares	Amount	Capital	Earnings	Other Comprehensive Loss	Stock		
Beginning balance	15,168	\$ 1,517	\$ 138,666	\$ 410,721	\$ (2)	\$ (177,810)	\$ 373,092	
Cash dividends declared	—	—	—	(5,806)	—	—	(5,806)	
Issuance of restricted stock	116	12	(12)	—	—	—	—	
Exercise of stock options	42	4	—	—	—	—	4	
Repurchase of common stock	—	—	—	—	—	(12,614)	(12,614)	
Shares withheld related to net share settlement	(28)	(3)	(300)	—	—	—	(303)	
Share-based compensation	—	—	4,451	—	—	—	4,451	
Net income	—	—	—	19,554	—	—	19,554	
Other comprehensive loss	—	—	—	—	(47)	—	(47)	
Ending balance	15,298	\$ 1,530	\$ 142,805	\$ 424,469	\$ (49)	\$ (190,424)	\$ 378,331	

As of and for the Six Months Ended June 30, 2025								
	Common Stock		Additional Paid-In	Retained	Accumulated	Treasury	Total	
	Shares	Amount	Capital	Earnings	Other Comprehensive Income (Loss)	Stock		
Beginning balance	14,921	\$ 1,492	\$ 130,725	\$ 378,482	\$ 62	\$ (153,683)	\$ 357,078	
Cash dividends declared	—	—	—	(6,072)	—	—	(6,072)	
Issuance of restricted stock	295	29	(29)	—	—	—	—	
Exercise of stock options	23	2	—	—	—	—	2	
Repurchase of common stock	—	—	—	—	—	(11,572)	(11,572)	
Shares withheld related to net share settlement	(14)	(1)	(89)	—	—	—	(90)	
Share-based compensation	—	—	6,522	—	—	—	6,522	
Net income	—	—	—	17,147	—	—	17,147	
Other comprehensive loss	—	—	—	—	(64)	—	(64)	
Ending balance	15,225	\$ 1,522	\$ 137,129	\$ 389,557	\$ (2)	\$ (165,255)	\$ 362,951	

See accompanying notes to consolidated financial statements.

Regional Management Corp. and Subsidiaries
Consolidated Statements of Cash Flows
(Unaudited)
(in thousands)

	Six Months Ended June 30,	
	2026	2025
Cash flows from operating activities:		
Net income	\$ 19,554	\$ 17,147
Adjustments to reconcile net income to net cash provided by operating activities:		
Provision for credit losses	133,874	118,579
Depreciation and amortization	9,636	7,498
Amortization of deferred fees and costs	(5,977)	(8,122)
Loss on disposal of intangibles, property, and equipment	173	176
Share-based compensation	4,291	6,299
Deferred income taxes, net	(745)	937
Changes in operating assets and liabilities:		
Increase (decrease) in unearned insurance premiums	(2,183)	978
Increase in lease assets	(1,256)	(4,223)
Decrease in other assets	10,297	986
Decrease in accounts payable and accrued expenses	(7,174)	(2,121)
Increase in lease liabilities	1,273	4,189
Net cash provided by operating activities	161,763	142,323
Cash flows from investing activities:		
Originations and purchases of finance receivables	(896,141)	(907,533)
Repayments of finance receivables	759,776	731,281
Purchases of intangible assets	(6,499)	(6,294)
Purchases of property and equipment	(2,571)	(2,293)
Purchases of restricted AFS investments	(22,060)	—
Proceeds from maturities of restricted AFS investments	22,377	19,460
Net cash used in investing activities	(145,118)	(165,379)
Cash flows from financing activities:		
Advances on revolving credit facilities	675,330	834,309
Payments on revolving credit facilities	(605,475)	(901,923)
Advances on securitizations	—	265,000
Payments on securitizations	(44,834)	(166,587)
Payments for debt issuance costs	(1,467)	(3,562)
Taxes paid related to net share settlement of equity awards	(828)	(417)
Payments for cash dividends	(6,140)	(5,995)
Repurchases of common stock	(12,653)	(11,474)
Net cash provided by financing activities	3,933	9,351
Net change in cash and restricted cash	20,578	(13,705)
Cash and restricted cash at beginning of period	97,997	135,635
Cash and restricted cash at end of period	\$ 118,575	\$ 121,930
Supplemental cash flow information:		
Interest paid	\$ 42,066	\$ 37,356
Income taxes paid	\$ 1,514	\$ 6,314
Operating leases paid	\$ 7,039	\$ 6,340
Non-cash lease assets obtained in exchange for operating lease liabilities	\$ 6,767	\$ 9,218
Non-cash restricted AFS investments acquired but not settled	\$ —	\$ 19,910

The following table reconciles cash and restricted cash from the Consolidated Balance Sheets to the statements above:

	June 30, 2026	December 31, 2025	June 30, 2025
Cash	\$ 6,799	\$ 3,823	\$ 4,272
Restricted cash	111,776	94,174	117,658
Total	<u>\$ 118,575</u>	<u>\$ 97,997</u>	<u>\$ 121,930</u>

See accompanying notes to consolidated financial statements.

Regional Management Corp. and Subsidiaries
Notes to Consolidated Financial Statements

Note 1. Nature of Business

The Company was incorporated and began operations in 1987. The Company is engaged in the consumer finance business, offering large loans, small loans, and related payment and collateral protection insurance products. As of June 30, 2026, the Company operated under the name “Regional Finance” online and in branch locations in 20 states across the United States.

The Company’s large and small loan portfolio is comprised of branch loan receivables and convenience check receivables. Branch large and small loan receivables are loans to customers, the majority of which are secured by non-essential household goods and, in some instances, an automobile. Convenience check receivables are unsecured loans originated by mailing checks to customers based on a pre-screening process that includes a review of the prospective customer’s credit profile provided by national credit reporting bureaus or data aggregators. A recipient of a convenience check is able to enter into a loan by endorsing and depositing or cashing the check.

The Company has entered into a bank partnership program under which it provides marketing and loan processing services to an originating bank in connection with the bank’s consumer lending activities. Under this arrangement, the bank underwrites and originates unsecured or auto-secured loans to consumers, and the Company receives marketing and processing fee income for its role in facilitating these originations. Following origination, the bank may, at its discretion, sell some or all of the loans it originates, which the Company purchases pursuant to a purchase agreement with the bank. For loans originated by the bank that the Company does not purchase, the Company provides ongoing loan servicing on the bank’s behalf and receives servicing fee income in return.

Loans are either originated directly through the Company’s state-licensed operations or purchased via the Company’s bank partnership.

The Company’s loan volume and contractual delinquency follow seasonal trends. Demand for the Company’s loans is typically highest during the second, third, and fourth quarters, which the Company believes is largely due to customers borrowing money for vacation, back-to-school, and holiday spending. Loan demand has generally been the lowest during the first quarter, which the Company believes is largely due to the timing of income tax refunds. Delinquencies generally reach their lowest point in the first half of the year and rise in the second half of the year. Changes in the portfolio could result in releases of the allowance for credit losses in periods of portfolio liquidation and increases to the allowance for credit losses in periods of portfolio growth. Consequently, the Company experiences seasonal fluctuations in its operating results. However, changes in macroeconomic factors, including inflation, higher interest rates, and geopolitical conflict, have impacted the Company’s typical seasonal trends for loan volume and delinquency.

Note 2. Basis of Presentation and Significant Accounting Policies

Basis of presentation: The consolidated financial statements of the Company have been prepared in accordance with SEC regulations and GAAP for interim financial information and, accordingly, do not include all information and note disclosures required by GAAP for complete financial statements. The interim financial statements in this Quarterly Report on Form 10-Q have not been audited by an independent registered public accounting firm in accordance with standards of the Public Company Accounting Oversight Board (United States), but in the opinion of management, the interim financial statements include all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of the Company’s financial position, results of operations, and cash flows in accordance with GAAP. These consolidated financial statements should be read in conjunction with the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2025, as filed with the SEC.

Significant accounting policies: The following is a description of significant accounting policies used in preparing the financial statements. The accounting and reporting policies of the Company are in accordance with GAAP.

Principles of consolidation: The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation. The Company operates through a separate wholly owned subsidiary in each state. The Company also consolidates VIEs when it is considered to be the primary beneficiary of the VIE because it has (i) power over the significant activities of the VIE and (ii) the obligation to absorb losses or the right to receive returns that could be significant to the VIE.

Variable interest entities: The Company transfers pools of loans to SPEs to secure debt for general funding purposes. These entities have the limited purpose of acquiring finance receivables, in addition to holding and making payments on the related debts. Assets transferred to each SPE are legally isolated from the Company and its affiliates, as well as the claims of the Company’s and its affiliates’ creditors. Further, the assets of each SPE are owned by such SPE and are not available to satisfy the debts or other obligations of the Company or any of its affiliates. The Company continues to service the finance receivables transferred to the SPEs. The lenders and

investors in the debt issued by the SPEs generally only have recourse to the assets of the SPEs and do not have recourse to the general credit of the Company.

The SPEs' debt arrangements are structured to provide credit enhancements to the lenders and investors, which may include overcollateralization, subordination of interests, excess spread, and reserve funds. These enhancements, along with the isolated finance receivables pools, increase the creditworthiness of the SPEs above that of the Company as a whole. This increases the marketability of the Company's collateral for borrowing purposes, leading to more favorable borrowing terms, improved interest rate risk management, and additional flexibility to grow the business.

The SPEs are considered VIEs under GAAP and are consolidated into the financial statements of their primary beneficiary. The Company is considered to be the primary beneficiary of the SPEs because it has (i) power over the significant activities through its role as servicer of the finance receivables under each debt arrangement, (ii) the obligation to absorb losses that could be significant through note investment, if applicable, and (iii) the obligation to absorb losses or the right to receive returns that could be significant through the Company's interest in the monthly residual cash flows of the SPEs.

Consolidation of VIEs results in these transactions being accounted for as secured borrowings; therefore, the pooled receivables and the related debts remain on the consolidated balance sheet of the Company. Each debt is secured solely by the assets of the VIEs and not by any other assets of the Company. The assets of the VIEs are the only source of funds for repayment on each debt, and restricted cash held by the VIEs can only be used to support payments on the debt. The Company recognizes revenue and provision for credit losses on the finance receivables of the VIEs and interest expense on the related secured debt.

Use of estimates: The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, revenues and expenses, and disclosure of contingent assets and liabilities for the periods indicated in the financial statements. Actual results could differ from those estimates.

Estimates that are susceptible to change relate to the determination of the allowance for credit losses, the valuation of deferred tax assets and liabilities, and the fair value of financial instruments.

Recent accounting pronouncements: In November 2024, the FASB issued ASU 2024-03, enhancing the disclosures about a company's expenses. The amendment, among other things, improves these disclosures by requiring disaggregated expense information about a company's expense types. The amendments in this update are effective for annual periods beginning after December 15, 2026, and early adoption is permitted. The enhanced expense guidance can be applied on either a prospective (for financial statements issued during reporting periods after the effective date of this ASU) or retrospective (to any or all prior periods presented) basis. The Company is currently evaluating the impact of this update on its consolidated financial statements.

In September 2025, the FASB issued ASU 2025-06, amending the criteria for capitalization of internal-use software costs. The amendment, among other things, removes references to development stages and requires consideration of whether significant development uncertainty is present as part of the recognition threshold. The amendments in this update are effective for annual periods beginning after December 15, 2027, and early adoption is permitted as of the beginning of an annual reporting period. The amended guidance can be applied on a prospective, modified, or retrospective basis. The Company is currently evaluating the impact of this update on its consolidated financial statements.

Net finance receivables: Generally, the Company classifies finance receivables as held for investment based on management's intent at the time of origination. The Company determines classification on a receivable-by-receivable basis. The Company classifies finance receivables as held for investment due to its ability and intent to hold them until their contractual maturities. Net finance receivables consist of the Company's installment loans. The Company carries net finance receivables at amortized cost, which includes remaining principal balance, accrued interest, and net unamortized deferred origination costs and unamortized fees.

Loan renewals are a significant piece of new volume and are considered a terminal event of the previous loan. The Company may renew delinquent secured or unsecured loan accounts if the customer meets the Company's underwriting criteria and it does not appear the cause of past delinquency will affect the customer's ability to repay the renewed loan.

Finance receivable fees and costs: Non-refundable fees received and direct costs (personnel and digital loan origination costs) incurred for the origination of finance receivables are deferred and recognized to interest income over their contractual lives using the constant yield method. Unamortized amounts are recognized in interest income at the time that finance receivables are paid in full, renewed, or charged off.

The Company pays a purchase premium to the originating bank for loans acquired under the bank partnership program. This purchase premium represents additional consideration paid to the originating bank and is capitalized as part of the amortized cost basis of the

acquired loans. The purchase premium is amortized as a reduction of interest income over the estimated life of the related loans using the effective interest method. Unamortized amounts are recognized in interest income at the time that finance receivables are paid in full, renewed, or charged off.

Nonaccrual status: Accrual of interest income on finance receivables is suspended when an account becomes 90 days delinquent. If the account is charged off, the accrued interest income is reversed as a reduction of interest and fee income. Interest received on such loans is accounted for on the cash-basis method, until qualifying for return to accrual. Under the cash-basis method, interest income is recorded when the payment is received. Generally, loans resume accruing interest when the past due status is brought below 90 days. Certain loan modification programs allow for past due status to be brought current but remain in nonaccrual status until payment activity is re-established. The Company made a policy election to not record an allowance for credit losses related to accrued interest because it has nonaccrual and charge-off policies that result in the timely suspension and reversal of accrued interest.

Allowance for credit losses: The allowance for credit losses is based on historical credit experience, current conditions, and reasonable and supportable economic forecasts. The historical loss experience is adjusted for quantitative and qualitative factors that are not fully reflected in the historical data. In determining its estimate of expected credit losses, the Company evaluates information related to credit metrics, changes in its lending strategies and underwriting practices, and the current and forecasted direction of the economic and business environment. These metrics include, but are not limited to, loan portfolio mix and growth, unemployment, credit loss trends, delinquency trends, changes in underwriting, and operational risks.

The Company selected a PD / LGD model to estimate its base allowance for credit losses, in which the estimated loss is equal to the product of PD and LGD. Historical net finance receivables are tracked over the term of the pools to identify the incidences of loss (PDs) and the average severity of losses (LGDs).

To enhance the precision of the allowance for credit loss estimate, the Company evaluates its finance receivable portfolio on a pool basis and segments each pool of finance receivables with similar credit risk characteristics. As part of its evaluation, the Company considers loan portfolio characteristics such as product type, loan size, loan term, internal or external credit scores, delinquency status, geographical location, and vintage. Based on analysis of historical loss experience, the Company selected the following segmentation: product type, FICO score, and delinquency status.

As finance receivables are originated or purchased, provisions for credit losses are recorded in amounts sufficient to maintain an allowance for credit losses at an adequate level to provide for estimated losses over the contractual life of the finance receivables (considering the effect of prepayments). Subsequent changes to the contractual terms that are a result of re-underwriting are not included in the finance receivable's contractual life (considering the effect of prepayments). The Company uses its segmentation loss experience to forecast expected credit losses. Historical information about losses generally provides a basis for the estimate of expected credit losses. The Company also considers the need to adjust historical information to reflect the extent to which current conditions differ from the conditions that existed for the period over which historical information was evaluated. These adjustments to historical loss information may be qualitative or quantitative in nature.

Reasonable and supportable macroeconomic forecasts are required for the Company's allowance for credit loss model. The Company engaged a major rating service to assist with compiling a reasonable and supportable forecast. The Company reviews macroeconomic forecasts to use in its allowance for credit losses. The Company adjusts the historical loss experience by relevant qualitative factors for these expectations. The Company does not require reversion adjustments, as the contractual lives of its portfolio are shorter than its available forecast periods.

The Company charges credit losses against the allowance for all products when an account reaches 180 days contractually delinquent, subject to certain exceptions. The Company's customer accounts without a lien on a vehicle in a confirmed bankruptcy are charged off in the month following the bankruptcy notification or at 60 days contractually delinquent, subject to certain exceptions. Deceased borrower accounts are charged off in the month following the proper notification of passing, with the exception of borrowers with credit life insurance. Subsequent recoveries of amounts charged off, if any, are credited to the allowance.

Restricted cash: Restricted cash includes cash for which the Company's ability to withdraw funds is contractually limited. The Company's restricted cash consists of cash reserves that are maintained as collateral for potential credit life insurance claims, cash restricted for debt servicing of the Company's revolving warehouse credit facilities and securitizations, and cash reserves that are maintained for obligations with regard to the Company's bank partnership program.

Restricted AFS investments: The Company classifies its investments in debt securities that were purchased with the Company's restricted cash as restricted AFS investments and carries the investments at fair value. Unrealized gains and losses, net of taxes, are excluded from earnings and reported in other comprehensive income or loss until realized. The unrealized gains and losses, net of taxes, are recorded on the consolidated balance sheet in accumulated other comprehensive income or loss in stockholders' equity.

Realized gains and losses from the sale of AFS investments are specifically identified and reclassified from accumulated other comprehensive income or loss and included within earnings on the consolidated statement of income.

Income recognition: Interest income is recognized using the interest method (constant yield method). Therefore, the Company recognizes revenue from interest at an equal rate over the term of the loan. Unearned finance charges on pre-compute contracts are rebated to customers utilizing statutory methods, which in many cases is the sum-of-the-years' digits method. The difference between income recognized under the constant yield method and the statutory method is recognized as an adjustment to interest income at the time of rebate.

The Company recognizes income on credit life insurance, credit personal property insurance, and vehicle single interest insurance using the sum-of-the-years' digits or straight-line methods over the terms of the policies. The Company recognizes income on credit accident and health insurance using the average of the sum-of-the-years' digits and the straight-line methods over the terms of the policies. The Company recognizes income on credit involuntary unemployment insurance using the straight-line method over the terms of the policies. Rebates are computed using statutory methods, which in many cases match the GAAP method, and where it does not match, the difference between the GAAP method and the statutory method is recognized in income at the time of rebate. Fee income for non-file insurance is recognized using the sum-of-the-years' digits method over the loan term.

The Company earns marketing and processing fee income for services provided in connection with the origination of loans under the bank partnership program. These fees represent consideration for the Company's role in facilitating loan origination on the bank's behalf and are recognized within other income at origination.

Charges for late fees are recognized as income when collected.

Share-based compensation: The Company measures compensation expense for share-based awards at estimated fair value and recognizes compensation expense over the service period for awards expected to vest. In addition, compensation expense for certain performance awards may be impacted by the probability of certain financial goals being achieved over the relevant performance period. The Company uses the closing stock price on the date of grant as the fair value of RSAs, performance-contingent RSUs, and service-based RSUs. The fair value of NQSOs is determined using the Black-Scholes valuation model, and the fair value of PRSUs is determined using the Monte Carlo valuation model. When applicable, the Black-Scholes and Monte Carlo models require the input of assumptions, including expected volatility, expected dividends, expected term, risk-free interest rate, and a discount associated with post-vest holding restrictions, changes to which can affect the fair value estimate. Expected volatility is based on the Company's historical stock price volatility. Expected dividends are calculated using the expected dividend yield (annualized dividends divided by the grant date stock price). The expected term is calculated using the simplified method (average of the vesting and original contractual terms) due to insufficient historical data to estimate the expected term. The risk-free rate is based on the zero-coupon U.S. Treasury bond rate over the expected term of the awards. The estimated discount associated with post-vest holding restrictions is calculated using a blend of the Finnerty and Chaffe models. In addition, the estimation of share-based awards that will ultimately vest requires judgment, and to the extent actual results or updated estimates differ from current estimates, such amounts will be recorded as a cumulative adjustment in the period estimates are revised.

The Company allows for the settlement of share-based awards on a net share basis. With net share settlement, the employee does not surrender any cash or shares upon the exercise of stock options or the vesting of stock awards or stock units. Rather, the Company withholds the number of shares with a value equivalent to the option exercise price (for stock options) and the statutory tax withholding (for all share-based awards). Net share settlements have the effect of reducing the number of shares that would have otherwise been issued as a result of exercise or vesting.

The Company issues PRSUs and RSAs to certain members of senior management under the Company's LTIP. Prior to 2026, the Company issued NQSOs, PRSUs, performance-contingent RSUs, service-based RSUs, and RSAs. Recurring annual grants are made at the discretion of the Board. The annual grants are subject to cliff- and graded-vesting, generally concluding at the end of the third calendar year and subject to continued employment or as otherwise provided in the underlying award agreements. Vested PRSUs are subject to an additional one-year holding period following the vesting date. The actual value of the PRSUs that may be earned can range from 0% to 150% of target based on relative total shareholder return, plus an additive 20% based on pre-provision return on assets over the performance period, resulting in a maximum payout of 170%. PRSUs granted prior to 2025 may earn 0% to 150% of target based on achievement of total shareholder return performance concluding at the end of the third calendar year.

The Company also has a KTIP for certain other members of senior management. Recurring annual participation in the program is at the discretion of the Board and executive management. The annual grants are subject to graded-vesting, generally concluding at the end of the third calendar year and subject to continued employment or as otherwise provided in the underlying award agreements.

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From time to time, the Company issues stock awards and other long-term incentive awards in conjunction with employment offers to select new employees and retention grants to select existing employees. The Company issues these awards to attract and retain talent and to provide market competitive compensation. The grants have various vesting terms, including fully-vested awards at the grant date, cliff-vesting, and graded-vesting over periods of up to five years (subject to continued employment or as otherwise provided in the underlying award agreements).

The Company awards its non-employee directors a cash retainer and shares of restricted common stock. The RSAs are granted on the fifth business day following the Company's annual meeting of stockholders and fully vest upon the earlier of the first anniversary of the grant date or the completion of the directors' annual service to the Company (so long as the period between the date of the annual stockholders' meeting related to the grant date and the date of the next annual stockholders' meeting is not less than 50 weeks).

The exercise price of all stock options is equal to the Company's closing stock price on the date of grant. Stock options are subject to various vesting terms, including graded- and cliff-vesting over periods of up to five years. In addition, stock options vest and become exercisable in full or in part under certain circumstances, including following the occurrence of a change of control (as defined in the option award agreements). Participants who are awarded options must exercise their options within a maximum of ten years of the grant date.

Note 3. Finance Receivables, Credit Quality Information, and Allowance for Credit Losses

Net finance receivables for the periods indicated consisted of the following:

<i>Dollars in thousands</i>	June 30, 2026	December 31, 2025
Large loans	\$ 1,659,685	\$ 1,593,171
Small loans	488,568	547,028
Total	<u>\$ 2,148,253</u>	<u>\$ 2,140,199</u>

Net finance receivables included net deferred origination fees and costs of \$13.8 million and \$15.1 million as of June 30, 2026 and December 31, 2025, respectively.

The credit quality of the Company's finance receivable portfolio is dependent on the Company's ability to enforce sound underwriting standards, maintain diligent servicing of the portfolio, and respond to changing economic conditions as it manages and grows its portfolio. The allowance for credit losses uses FICO scores and delinquency as key data points in estimating the allowance. The Company uses six FICO band categories to assess FICO scores. The first three FICO band categories include subprime FICO scores below 620. The fourth and fifth FICO band categories include near-prime FICO scores ranging from 620 to 659. The sixth FICO band category includes prime FICO scores of 660 or higher.

Net finance receivables by product, FICO band at origination, and origination year as of June 30, 2026 are as follows:

	Net Finance Receivables by Origination Year							Total Net Finance Receivables
<i>Dollars in thousands</i>	2026	2025	2024	2023	2022	Prior		
Large Loans:								
FICO Band								
1	\$ 66,658	\$ 84,751	\$ 23,701	\$ 9,271	\$ 3,121	\$ 1,133	\$ 188,635	
2	44,346	51,675	13,494	4,073	1,117	224	114,929	
3	66,795	82,296	22,299	8,092	2,825	323	182,630	
4	88,259	109,784	32,096	12,147	4,524	488	247,298	
5	94,571	120,142	36,827	13,788	5,312	809	271,449	
6	231,731	291,079	87,062	33,326	10,353	1,193	654,744	
Total	<u>\$ 592,360</u>	<u>\$ 739,727</u>	<u>\$ 215,479</u>	<u>\$ 80,697</u>	<u>\$ 27,252</u>	<u>\$ 4,170</u>	<u>\$ 1,659,685</u>	
Small Loans:								
FICO Band								
1	\$ 48,469	\$ 41,341	\$ 5,146	\$ 741	\$ 116	\$ 36	\$ 95,849	
2	20,154	18,114	2,468	233	16	1	40,986	
3	27,609	25,870	3,383	312	30	7	57,211	
4	29,170	31,299	4,444	396	29	3	65,341	
5	29,127	33,458	6,475	363	26	4	69,453	
6	65,887	75,921	17,296	593	25	6	159,728	
Total	<u>\$ 220,416</u>	<u>\$ 226,003</u>	<u>\$ 39,212</u>	<u>\$ 2,638</u>	<u>\$ 242</u>	<u>\$ 57</u>	<u>\$ 488,568</u>	
Total Loans:								
FICO Band								
1	\$ 115,127	\$ 126,092	\$ 28,847	\$ 10,012	\$ 3,237	\$ 1,169	\$ 284,484	
2	64,500	69,789	15,962	4,306	1,133	225	155,915	
3	94,404	108,166	25,682	8,404	2,855	330	239,841	
4	117,429	141,083	36,540	12,543	4,553	491	312,639	
5	123,698	153,600	43,302	14,151	5,338	813	340,902	
6	297,618	367,000	104,358	33,919	10,378	1,199	814,472	
Total	<u>\$ 812,776</u>	<u>\$ 965,730</u>	<u>\$ 254,691</u>	<u>\$ 83,335</u>	<u>\$ 27,494</u>	<u>\$ 4,227</u>	<u>\$ 2,148,253</u>	

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Net finance receivables by product, FICO band at origination, and origination year as of December 31, 2025 are as follows:

	Net Finance Receivables by Origination Year							Total Net Finance Receivables
<i>Dollars in thousands</i>	2025	2024	2023	2022	2021	Prior		
Large Loans:								
FICO Band								
1	\$ 119,724	\$ 36,692	\$ 15,225	\$ 5,034	\$ 1,453	\$ 382	\$ 178,510	
2	75,189	21,423	6,854	2,086	383	48	105,983	
3	121,142	35,473	13,157	5,398	739	51	175,960	
4	160,692	50,359	20,102	8,588	1,130	77	240,948	
5	173,379	58,320	22,357	9,995	1,893	90	266,034	
6	411,650	133,932	55,991	20,631	3,397	135	625,736	
Total	<u>\$ 1,061,776</u>	<u>\$ 336,199</u>	<u>\$ 133,686</u>	<u>\$ 51,732</u>	<u>\$ 8,995</u>	<u>\$ 783</u>	<u>\$ 1,593,171</u>	
Small Loans:								
FICO Band								
1	\$ 82,635	\$ 12,526	\$ 1,937	\$ 267	\$ 56	\$ 13	\$ 97,434	
2	36,601	6,164	783	62	2	—	43,612	
3	53,879	9,494	1,042	97	8	—	64,520	
4	62,360	12,597	1,428	76	4	3	76,468	
5	63,637	16,817	1,732	91	5	1	82,283	
6	136,833	42,405	3,365	98	9	1	182,711	
Total	<u>\$ 435,945</u>	<u>\$ 100,003</u>	<u>\$ 10,287</u>	<u>\$ 691</u>	<u>\$ 84</u>	<u>\$ 18</u>	<u>\$ 547,028</u>	
Total Loans:								
FICO Band								
1	\$ 202,359	\$ 49,218	\$ 17,162	\$ 5,301	\$ 1,509	\$ 395	\$ 275,944	
2	111,790	27,587	7,637	2,148	385	48	149,595	
3	175,021	44,967	14,199	5,495	747	51	240,480	
4	223,052	62,956	21,530	8,664	1,134	80	317,416	
5	237,016	75,137	24,089	10,086	1,898	91	348,317	
6	548,483	176,337	59,356	20,729	3,406	136	808,447	
Total	<u>\$ 1,497,721</u>	<u>\$ 436,202</u>	<u>\$ 143,973</u>	<u>\$ 52,423</u>	<u>\$ 9,079</u>	<u>\$ 801</u>	<u>\$ 2,140,199</u>	

Credit losses by product and origination year for the periods indicated are as follows:

<i>Dollars in thousands</i>	Six Months Ended June 30, 2026						Total Credit Losses
	2026	2025	2024	2023	2022	Prior	
Large loans	\$ 125	\$ 47,243	\$ 24,812	\$ 9,124	\$ 3,188	\$ 721	\$ 85,213
Small loans	205	40,571	13,686	1,608	134	6	56,210
Total	<u>\$ 330</u>	<u>\$ 87,814</u>	<u>\$ 38,498</u>	<u>\$ 10,732</u>	<u>\$ 3,322</u>	<u>\$ 727</u>	<u>\$ 141,423</u>

<i>Dollars in thousands</i>	Six Months Ended June 30, 2025						Total Credit Losses
	2025	2024	2023	2022	2021	Prior	
Large loans	\$ 222	\$ 32,547	\$ 25,552	\$ 9,316	\$ 2,348	\$ 410	\$ 70,395
Small loans	297	37,573	12,583	1,283	87	19	51,842
Total	<u>\$ 519</u>	<u>\$ 70,120</u>	<u>\$ 38,135</u>	<u>\$ 10,599</u>	<u>\$ 2,435</u>	<u>\$ 429</u>	<u>\$ 122,237</u>

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The contractual delinquency of the net finance receivables portfolio by product and aging for the periods indicated are as follows:

<i>Dollars in thousands</i>	June 30, 2026					
	Large		Small		Total	
	\$	%	\$	%	\$	%
Current	\$ 1,432,725	86.3%	\$ 391,420	80.1%	\$ 1,824,145	84.9%
1 to 29 days past due	129,732	7.8%	45,020	9.2%	174,752	8.1%
Delinquent accounts:						
30 to 59 days	27,259	1.7%	13,712	2.9%	40,971	2.0%
60 to 89 days	21,862	1.3%	10,901	2.2%	32,763	1.5%
90 to 119 days	17,507	1.1%	8,990	1.8%	26,497	1.2%
120 to 149 days	15,506	0.9%	8,898	1.8%	24,404	1.1%
150 to 179 days	15,094	0.9%	9,627	2.0%	24,721	1.2%
Total delinquency	\$ 97,228	5.9%	\$ 52,128	10.7%	\$ 149,356	7.0%
Total net finance receivables	\$ 1,659,685	100.0%	\$ 488,568	100.0%	\$ 2,148,253	100.0%
Net finance receivables in nonaccrual status	\$ 58,111	3.5%	\$ 31,054	6.4%	\$ 89,165	4.2%

<i>Dollars in thousands</i>	December 31, 2025					
	Large		Small		Total	
	\$	%	\$	%	\$	%
Current	\$ 1,372,102	86.1%	\$ 437,005	79.9%	\$ 1,809,107	84.5%
1 to 29 days past due	121,113	7.6%	48,745	8.9%	169,858	8.0%
Delinquent accounts:						
30 to 59 days	26,940	1.7%	14,295	2.6%	41,235	1.9%
60 to 89 days	23,576	1.5%	13,582	2.5%	37,158	1.7%
90 to 119 days	18,957	1.2%	11,861	2.2%	30,818	1.5%
120 to 149 days	16,715	1.0%	11,050	2.0%	27,765	1.3%
150 to 179 days	13,768	0.9%	10,490	1.9%	24,258	1.1%
Total delinquency	\$ 99,956	6.3%	\$ 61,278	11.2%	\$ 161,234	7.5%
Total net finance receivables	\$ 1,593,171	100.0%	\$ 547,028	100.0%	\$ 2,140,199	100.0%
Net finance receivables in nonaccrual status	\$ 62,351	3.9%	\$ 38,269	7.0%	\$ 100,620	4.7%

The accrual of interest income on finance receivables is suspended when an account becomes 90 days delinquent. If a loan is charged off, the accrued interest is reversed as a reduction of interest and fee income. During the three months ended June 30, 2026 and 2025, the Company reversed \$7.9 million and \$7.1 million of accrued interest as reductions of interest and fee income, respectively. The Company reversed \$16.0 million and \$14.4 million of accrued interest as reductions of interest and fee income for the six months ended June 30, 2026 and 2025, respectively.

The following are changes in the allowance for credit losses by product for the periods indicated:

<i>Dollars in thousands</i>	As of and For the Three Months Ended June 30, 2026		
	Large	Small	Total
Beginning balance	\$ 155,600	\$ 63,900	\$ 219,500
Provision for credit losses	45,873	23,133	69,006
Credit losses	(43,271)	(26,991)	(70,262)
Recoveries	3,798	1,958	5,756
Ending balance	\$ 162,000	\$ 62,000	\$ 224,000
Net finance receivables	\$ 1,659,685	\$ 488,568	\$ 2,148,253
Allowance as percentage of net finance receivables	9.8%	12.7%	10.4%

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<i>Dollars in thousands</i>	As of and For the Three Months Ended June 30, 2025		
	Large	Small	Total
Beginning balance	\$ 134,411	\$ 64,689	\$ 199,100
Provision for credit losses	36,068	24,519	60,587
Credit losses	(34,640)	(25,888)	(60,528)
Recoveries	2,271	1,370	3,641
Ending balance	\$ 138,110	\$ 64,690	\$ 202,800
Net finance receivables	\$ 1,413,367	\$ 546,997	\$ 1,960,364
Allowance as percentage of net finance receivables	9.8%	11.8%	10.3%

<i>Dollars in thousands</i>	As of and For the Six Months Ended June 30, 2026		
	Large	Small	Total
Beginning balance	\$ 152,300	\$ 68,600	\$ 220,900
Provision for credit losses	88,021	45,853	133,874
Credit losses	(85,213)	(56,210)	(141,423)
Recoveries	6,892	3,757	10,649
Ending balance	\$ 162,000	\$ 62,000	\$ 224,000
Net finance receivables	\$ 1,659,685	\$ 488,568	\$ 2,148,253
Allowance as percentage of net finance receivables	9.8%	12.7%	10.4%

<i>Dollars in thousands</i>	As of and For the Six Months Ended June 30, 2025		
	Large	Small	Total
Beginning balance	\$ 133,506	\$ 65,994	\$ 199,500
Provision for credit losses	70,689	47,890	118,579
Credit losses	(70,395)	(51,842)	(122,237)
Recoveries	4,310	2,648	6,958
Ending balance	\$ 138,110	\$ 64,690	\$ 202,800
Net finance receivables	\$ 1,413,367	\$ 546,997	\$ 1,960,364
Allowance as percentage of net finance receivables	9.8%	11.8%	10.3%

The Company uses certain loan modification programs for borrowers experiencing financial difficulties as a loss mitigation strategy to improve collectability of the loans and assist customers through financial setbacks. The programs consist of offering payment deferrals, refinancing, and, in limited instances, settlements. Customers may also pursue financial assistance through external sources, such as filing for bankruptcy protection. Modification programs available to our customers are described in more detail below:

- Customers with temporary hardships may be offered payment deferrals related to past due payments. Such deferrals extend the customer's maturity date and are generally considered insignificant delays, unless the deferral exceeds three deferrals in a rolling twelve-month period.
- Customers with delinquent loans who meet certain criteria are eligible to receive a reduced interest rate and/or term extension, making the monthly payments more affordable.
- The Company may also agree to settle a past-due loan by accepting less than the full principal balance owed, in certain limited cases, once it is determined that collection of the entire outstanding balance is unlikely.
- Customers who receive bankruptcy protection may receive principal forgiveness, interest rate reductions, and/or term extensions.

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The information relating to modifications made to borrowers experiencing financial difficulty and their related percentage of applicable net finance receivables for the periods indicated are as follows:

	As of and for the Three Months Ended June 30, 2026					
	Large		Small		Total	
	\$	%	\$	%	\$	%
<i>Dollars in thousands</i>						
Interest rate reduction	\$ 5,446	0.4%	\$ 1,386	0.3%	\$ 6,832	0.3%
Interest rate reduction & term extension	1,412	0.1%	259	0.1%	1,671	0.1%
Term extension	682	—	111	—	793	—
Principal forgiveness, interest rate reduction, & term extension	125	—	6	—	131	—
Total	\$ 7,665	0.5%	\$ 1,762	0.4%	\$ 9,427	0.4%

	As of and for the Three Months Ended June 30, 2025					
	Large		Small		Total	
	\$	%	\$	%	\$	%
<i>Dollars in thousands</i>						
Interest rate reduction	\$ 4,484	0.3%	\$ 1,391	0.3%	\$ 5,875	0.3%
Interest rate reduction & term extension	1,831	0.1%	425	0.1%	2,256	0.1%
Term extension	924	0.1%	125	—	1,049	0.1%
Principal forgiveness, interest rate reduction, & term extension	242	—	6	—	248	—
Total	\$ 7,481	0.5%	\$ 1,947	0.4%	\$ 9,428	0.5%

	As of and for the Six Months Ended June 30, 2026					
	Large		Small		Total	
	\$	%	\$	%	\$	%
<i>Dollars in thousands</i>						
Interest rate reduction	\$ 11,123	0.7%	\$ 3,230	0.7%	\$ 14,353	0.7%
Interest rate reduction & term extension	2,780	0.2%	604	0.1%	3,384	0.2%
Term extension	729	—	159	—	888	—
Principal forgiveness, interest rate reduction, & term extension	269	—	15	—	284	—
Total	\$ 14,901	0.9%	\$ 4,008	0.8%	\$ 18,909	0.9%

	As of and for the Six Months Ended June 30, 2025					
	Large		Small		Total	
	\$	%	\$	%	\$	%
<i>Dollars in thousands</i>						
Interest rate reduction	\$ 9,536	0.7%	\$ 3,134	0.6%	\$ 12,670	0.6%
Interest rate reduction & term extension	4,111	0.3%	868	0.2%	4,979	0.3%
Term extension	1,008	0.1%	187	—	1,195	0.1%
Principal forgiveness, interest rate reduction, & term extension	406	—	16	—	422	—
Total	\$ 15,061	1.1%	\$ 4,205	0.8%	\$ 19,266	1.0%

The financial effects of the modifications made to borrowers experiencing financial difficulty for the periods indicated are as follows:

Loan Modification	Product	Three Months Ended June 30, 2026
		Financial Effect
Interest rate reduction	Large loans	Reduced the weighted-average contractual interest rate by 17.9%.
	Small loans	Reduced the weighted-average contractual interest rate by 28.7%.
Term extension	Large loans	Added a weighted-average 1.3 years to the life of loans.
	Small loans	Added a weighted-average 1.3 years to the life of loans.
Principal forgiveness	Large loans	Reduced the amortized cost basis of the loans by \$0.2 million.
	Small loans	Reduced the amortized cost basis of the loans by \$0.1 million.

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Three Months Ended June 30, 2025		
Loan Modification	Product	Financial Effect
Interest rate reduction	Large loans	Reduced the weighted-average contractual interest rate by 18.4%.
	Small loans	Reduced the weighted-average contractual interest rate by 28.8%.
Term extension	Large loans	Added a weighted-average 1.3 years to the life of loans.
	Small loans	Added a weighted-average 1.3 years to the life of loans.
Principal forgiveness	Large loans	Reduced the amortized cost basis of the loans by \$0.3 million.
	Small loans	Reduced the amortized cost basis of the loans by \$0.1 million.

Six Months Ended June 30, 2026		
Loan Modification	Product	Financial Effect
Interest rate reduction	Large loans	Reduced the weighted-average contractual interest rate by 18.0%.
	Small loans	Reduced the weighted-average contractual interest rate by 28.6%.
Term extension	Large loans	Added a weighted-average 1.4 years to the life of loans.
	Small loans	Added a weighted-average 1.3 years to the life of loans.
Principal forgiveness	Large loans	Reduced the amortized cost basis of the loans by \$0.6 million.
	Small loans	Reduced the amortized cost basis of the loans by \$0.3 million.

Six Months Ended June 30, 2025		
Loan Modification	Product	Financial Effect
Interest rate reduction	Large loans	Reduced the weighted-average contractual interest rate by 18.4%.
	Small loans	Reduced the weighted-average contractual interest rate by 29.3%.
Term extension	Large loans	Added a weighted-average 1.4 years to the life of loans.
	Small loans	Added a weighted-average 1.3 years to the life of loans.
Principal forgiveness	Large loans	Reduced the amortized cost basis of the loans by \$0.6 million.
	Small loans	Reduced the amortized cost basis of the loans by \$0.2 million.

The following tables provide the amortized cost basis for modifications made to borrowers experiencing financial difficulty within the previous twelve months that subsequently defaulted. The Company defines payment default as 90 days past due for this disclosure. The respective amounts for each modification for the periods indicated are as follows:

<i>Dollars in thousands</i>	As of and for the Three Months Ended June 30, 2026		
	Large	Small	Total
Interest rate reduction	\$ 3,186	\$ 1,148	\$ 4,334
Interest rate reduction & term extension	560	103	663
Term extension	88	18	106
Principal forgiveness, interest rate reduction, & term extension	60	9	69
Total	<u>\$ 3,894</u>	<u>\$ 1,278</u>	<u>\$ 5,172</u>

<i>Dollars in thousands</i>	As of and for the Three Months Ended June 30, 2025		
	Large	Small	Total
Interest rate reduction	\$ 1,924	\$ 852	\$ 2,776
Interest rate reduction & term extension	678	152	830
Term extension	68	18	86
Principal forgiveness, interest rate reduction, & term extension	63	—	63
Total	<u>\$ 2,733</u>	<u>\$ 1,022</u>	<u>\$ 3,755</u>

<i>Dollars in thousands</i>	As of and for the Six Months Ended June 30, 2026		
	Large	Small	Total
Interest rate reduction	\$ 4,502	\$ 1,547	\$ 6,049
Interest rate reduction & term extension	709	138	847
Term extension	97	21	118
Principal forgiveness, interest rate reduction, & term extension	72	9	81
Total	<u>\$ 5,380</u>	<u>\$ 1,715</u>	<u>\$ 7,095</u>

<i>Dollars in thousands</i>	As of and for the Six Months Ended June 30, 2025		
	Large	Small	Total
Interest rate reduction	\$ 2,396	\$ 977	\$ 3,373
Interest rate reduction & term extension	863	176	1,039
Term extension	106	24	130
Principal forgiveness, interest rate reduction, & term extension	81	—	81
Total	<u>\$ 3,446</u>	<u>\$ 1,177</u>	<u>\$ 4,623</u>

The contractual delinquencies of loans that were modified to borrowers experiencing financial difficulty within the previous twelve months for the periods indicated are as follows:

<i>Dollars in thousands</i>	June 30, 2026		
	Large	Small	Total
Current	\$ 18,247	\$ 4,274	\$ 22,521
30 - 89 days past due	3,432	1,063	4,495
90+ days past due	2,513	944	3,457
Total (1)	<u>\$ 24,192</u>	<u>\$ 6,281</u>	<u>\$ 30,473</u>

(1) Excludes modified finance receivables that subsequently charged off of \$3.5 million and \$1.2 million in large and small loans, respectively.

<i>Dollars in thousands</i>	June 30, 2025		
	Large	Small	Total
Current	\$ 16,807	\$ 3,944	\$ 20,751
30 - 89 days past due	3,035	1,084	4,119
90+ days past due	1,845	823	2,668
Total (1)	<u>\$ 21,687</u>	<u>\$ 5,851</u>	<u>\$ 27,538</u>

(1) Excludes modified finance receivables that subsequently charged off of \$2.4 million and \$0.8 million in large and small loans, respectively.

Note 4. Restricted Available-for-Sale Investments

The following tables reconcile the amortized cost, gross unrealized gains and losses included in accumulated other comprehensive income or loss, and estimated fair value of the Company's restricted AFS investments as of the periods indicated:

<i>Dollars in thousands</i>	June 30, 2026			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Restricted investments	\$ 24,267	\$ —	\$ (61)	\$ 24,206

<i>Dollars in thousands</i>	December 31, 2025			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
Restricted investments	\$ 24,213	\$ —	\$ (2)	\$ 24,211

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The following tables include the gross unrealized losses and estimated fair values of restricted AFS investments that were in a continuous unrealized loss position, for which no allowance for credit loss has been recorded, as of the periods indicated:

<i>Dollars in thousands</i>	June 30, 2026					
	Less than 12 Months		12 Months or Longer		Total	
	Estimated Fair Value	Gross Unrealized Losses	Estimated Fair Value	Gross Unrealized Losses	Estimated Fair Value	Gross Unrealized Losses
Restricted investments	\$ 24,206	\$ (61)	\$ —	\$ —	\$ 24,206	\$ (61)

<i>Dollars in thousands</i>	December 31, 2025					
	Less than 12 Months		12 Months or Longer		Total	
	Estimated Fair Value	Gross Unrealized Losses	Estimated Fair Value	Gross Unrealized Losses	Estimated Fair Value	Gross Unrealized Losses
Restricted investments	\$ 22,000	\$ (2)	\$ —	\$ —	\$ 22,000	\$ (2)

The restricted AFS investments consist of U.S. Treasuries which are measured at fair value and include accrued interest receivables of \$13 thousand as of both June 30, 2026 and December 31, 2025. The investments consist of highly rated securities backed by the U.S. federal government. As a result, the Company has not recorded an allowance for credit losses related to the restricted AFS investments.

The following table includes the amortized cost and estimated fair values of restricted AFS investments by contractual maturity as of the period indicated:

<i>Dollars in thousands</i>	June 30, 2026	
	Amortized Cost	Estimated Fair Value
Due in one year	\$ 9,548	\$ 9,529
Due within one year to five years	14,719	14,677
Due within five years to ten years	—	—
Due after ten years	—	—
Total	\$ 24,267	\$ 24,206

The Company had no gross realized gains or losses during the three and six months ended June 30, 2026 and 2025. For additional information on the Company's restricted AFS investments, see Note 8, "Fair Value Measurements."

Note 5. Variable Interest Entities

As part of its overall funding strategy, the Company has transferred certain finance receivables to affiliated VIEs for asset-backed financing transactions, including securitizations. The Company's revolving warehouse credit facilities and securitizations are issued by the Company's SPEs, which are considered VIEs under GAAP and are consolidated into the financial statements of their primary beneficiary.

These debts are supported by the expected cash flows from the underlying collateralized finance receivables. Collections on these finance receivables are remitted to restricted cash collection accounts, which totaled \$95.5 million and \$81.8 million as of June 30, 2026 and December 31, 2025, respectively. Cash inflows from the finance receivables are distributed to the lenders/investors, the service providers, and/or the residual interest that the Company owns in accordance with a monthly contractual priority of payments. The SPEs pay a servicing fee to the Company, which is eliminated in consolidation. Distributions from the SPEs to the Company are permitted under the debt arrangements.

At each sale of receivables from the Company's affiliates to the SPEs, the Company makes certain representations and warranties about the quality and nature of the collateralized receivables. The debt arrangements require the Company to repurchase the receivables in certain circumstances, including circumstances in which the representations and warranties made by the Company concerning the quality and characteristics of the receivables are inaccurate. Assets transferred to each SPE are legally isolated from the Company and its affiliates, as well as the claims of the Company's and its affiliates' creditors. Further, the assets of each SPE are owned by such SPE and are not available to satisfy the debts or other obligations of the Company or any of its affiliates.

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The following table presents the assets and liabilities of the Company's consolidated VIEs:

<i>Dollars in thousands</i>	June 30, 2026	December 31, 2025
Assets		
Cash	\$ 225	\$ 200
Net finance receivables	1,610,256	1,601,780
Allowance for credit losses	(164,647)	(160,971)
Restricted cash	108,090	93,966
Other assets	2,989	2,242
Total assets	\$ 1,556,913	\$ 1,537,217
Liabilities		
Net debt	\$ 1,463,688	\$ 1,455,320
Accounts payable and accrued expenses	28	21
Total liabilities	\$ 1,463,716	\$ 1,455,341

Note 6. Debt

The following is a summary of the Company's debt as of the periods indicated:

<i>Dollars in thousands</i>	June 30, 2026			December 31, 2025		
	Debt	Unamortized Debt Issuance Costs (1)	Net Debt	Debt	Unamortized Debt Issuance Costs (1)	Net Debt
Revolving credit facilities	\$ 340,262	\$ (1,500)	\$ 338,762	\$ 270,186	\$ (1,747)	\$ 268,439
Securitizations	1,335,680	(4,117)	1,331,563	1,380,578	(6,844)	1,373,734
Total	\$ 1,675,942	\$ (5,617)	\$ 1,670,325	\$ 1,650,764	\$ (8,591)	\$ 1,642,173
Unused amount of revolving credit facilities (subject to borrowing base)	\$ 441,566			\$ 511,420		

(1) Unamortized debt issuance costs related to the revolving warehouse credit facilities are presented within other assets in the consolidated balance sheets. These credit facilities had \$2.6 million and \$1.8 million in such costs as of June 30, 2026 and December 31, 2025, respectively.

Revolving Credit Facilities: The Company's revolving credit facilities are secured by substantially all of its finance receivables and, in the case of the senior revolving credit facility, the equity interests of the majority of its subsidiaries. The Company pays unused commitment fees on its revolving credit facilities, generally based upon the average outstanding balance. Certain revolving credit facilities have a one-year amortization period following the revolving period end date, at which point the credit facility terminates. As of June 30, 2026, the Company held \$6.8 million in unrestricted cash. The Company had \$121.1 million of immediate available liquidity to draw down cash under its revolving credit facilities as of June 30, 2026. Each of the Company's revolving warehouse credit facilities holds restricted cash reserves to satisfy provisions of its respective credit agreement.

The following table includes the key terms under each of the Company's revolving credit facilities as of June 30, 2026:

<i>Dollars in thousands</i>	Total Credit Facility	Debt Balance	Restricted Cash Reserves	Advance Rate Cap	Current Advance Rate	Unused Commitment Fee	Revolving Period End Date	Maturity Date
Senior (1)	\$ 355,000	\$ 208,137	\$ —	83%	71%	0.3% - 0.9%	Aug 2028	Aug 2028
RMR IV warehouse (2)	125,000	28,516	359	79%	79%	0.5%	May 2027	May 2028
RMR V warehouse (3)	100,000	43,106	268	80%	80%	0.4% - 0.7%	Nov 2027	Nov 2028
RMR VI warehouse (4)	75,000	30,621	204	75%	75%	0.5%	Apr 2028	Apr 2029
RMR VII warehouse (5)	125,000	29,882	195	76%	76%	0.4% - 0.7%	Oct 2027	Oct 2028
Total	\$ 780,000	\$ 340,262	\$ 1,026					

(1) The senior revolving credit facility has an additional advance rate cap of 60% of eligible delinquent renewals. As of June 30, 2026, this advance rate was 48%.

(2) Following an April 2026 amendment, the revolving period end date is now May 2027 (previously May 2026), and the maturity date is now May 2028 (previously May 2027).

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(3) Following an April 2026 amendment, the revolving period end date is now November 2027 (previously November 2026), and the maturity date is now November 2028 (previously November 2027).

(4) Following an April 2026 amendment, the revolving period end date is now April 2028 (previously February 2027), and the maturity date is now April 2029 (previously February 2028).

(5) Following an April 2026 amendment, the revolving period end date is now October 2027 (previously October 2026), and the maturity date is now October 2028 (previously October 2026).

Borrowings under the revolving credit facilities bear interest, payable monthly, at a rate equal to the sum of any applicable floor, margin, and the market rate of each respective rate type that was effective as of June 30, 2026 (as follows):

	Floor	Margin	Rate Type	Effective Interest Rate
Senior	0.5%	2.8%	1-month SOFR	6.4%
RMR IV warehouse	—	2.3%	1-month SOFR	5.9%
RMR V warehouse	—	2.1%	Conduit	6.0%
RMR VI warehouse	—	2.1%	1-month SOFR	5.7%
RMR VII warehouse (1)	—	2.1%	1-month SOFR	5.7%

(1) Following an April 2026 amendment, the margin was reduced to 2.1% (previously 2.4%).

Securitizations: From time to time, the Company and its SPE, RMR III, complete private offerings and sales of asset-backed notes through the Company's Issuance Trusts. The asset-backed notes are secured by finance receivables and other related assets that RMR III purchased from the Company, which RMR III then sells and transfers to the Issuance Trusts. The Issuance Trusts hold restricted cash reserves to satisfy provisions of the transaction documents. Borrowings under the securitizations bear interest, payable monthly, and principal repayments begin the month subsequent to the end of the revolving period. Prior to maturity, the Company may redeem the notes in full, but not in part, at its option on securitization-specific, designated dates. No payments of principal of the notes will be made during the revolving periods.

The following table includes the key terms under each of the Company's securitizations as of June 30, 2026:

<i>Dollars in thousands</i>	Issue Date	Issue Amount	Debt Balance	Restricted Cash Reserves	Effective Interest Rate	Revolving Period End Date	Maturity Date
RMIT 2021-2	Jul 2021	200,000	200,192	2,083	2.3%	Jul 2026	Aug 2033
RMIT 2021-3	Oct 2021	125,000	125,202	1,471	3.9%	Sep 2026	Oct 2033
RMIT 2022-1	Feb 2022	250,000	53,038	2,646	5.2%	Feb 2025	Mar 2032
RMIT 2024-1	Jun 2024	187,305	187,788	1,078	6.2%	May 2027	Jul 2036
RMIT 2024-2	Nov 2024	250,000	250,557	1,418	5.3%	Nov 2026	Dec 2033
RMIT 2025-1	Mar 2025	265,000	265,585	1,489	5.3%	Mar 2027	Apr 2034
RMIT 2025-2	Oct 2025	252,810	253,318	1,389	4.8%	Oct 2027	Nov 2037
Total		<u>\$ 1,530,115</u>	<u>\$ 1,335,680</u>	<u>\$ 11,574</u>			

The Company's debt arrangements are subject to certain covenants, including monthly and annual reporting, maintenance of specified interest coverage and debt ratios, restrictions on distributions, limitations on other indebtedness, and certain other restrictions. As of June 30, 2026, the Company was in compliance with all debt covenants.

Note 7. Stockholders' Equity

Stock repurchase program: In December 2024, the Company announced that the Board had authorized a \$30 million stock repurchase program. The authorization was effective immediately and extended through December 31, 2026. In November 2025, the Company announced that the Board had approved a \$30 million increase in the amount authorized under the stock repurchase program announced in December 2024, from \$30 million to \$60 million. The authorization was effective immediately and extends through June 30, 2027. As of June 30, 2026, the Company had repurchased 1.2 million shares of common stock at a total cost of \$40.3 million, including commissions and excise taxes, over the life of the program.

Share repurchases under the stock repurchase program may be made in the open market at prevailing market prices, through privately negotiated transactions, or through other structures in accordance with applicable federal securities laws, at times and in amounts as the Company's management deems appropriate. The timing and the amount of any common stock repurchases will be determined by the Company's management based on its evaluation of market conditions, the Company's liquidity needs, legal and contractual requirements and restrictions (including covenants in the Company's credit agreements), share price, and other factors. Repurchases of common stock may be made under a Rule 10b5-1 plan, which would permit common stock to be repurchased when the Company might otherwise be precluded from doing so under insider trading laws. The repurchase program does not obligate the Company to purchase any particular number of shares and may be suspended, modified, or discontinued at any time without prior notice.

The Company repurchased 136 thousand and 165 thousand shares of common stock for the three months ended June 30, 2026 and 2025, respectively, and 344 thousand and 352 thousand shares of common stock for the six months ended June 30, 2026 and 2025, respectively.

Quarterly cash dividend: The Board may in its discretion declare and pay cash dividends on the Company's common stock. The following table presents the dividends declared per share of common stock for the periods indicated:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Dividends declared per common share	\$ 0.30	\$ 0.30	\$ 0.60	\$ 0.60

See Note 14, "Subsequent Events," for information regarding the Company's cash dividend following the end of the fiscal quarter.

Note 8. Fair Value Measurements

The following methods and assumptions were used to estimate the fair value of each class of financial instruments for which it is practicable to estimate that value:

Cash and restricted cash: Cash and restricted cash is recorded at cost, which approximates fair value due to its highly liquid nature.

Restricted AFS investments: The fair value of U.S. Treasury securities is priced using an external pricing service which the Company corroborates using a secondary external vendor. For additional information on the Company's restricted AFS investments, see Note 4, "Restricted Available-for-Sale Investments."

Net finance receivables: The Company determines the fair value of net finance receivables using a discounted cash flows methodology. The application of this methodology requires the Company to make certain estimates and judgments. These estimates and judgments include, but are not limited to, prepayment rates, default rates, loss severity, and risk-adjusted discount rates.

Debt: The Company estimates the fair value of debt using estimated credit marks based on an index of similar financial instruments (credit facilities) and projected cash flows from the underlying collateralized finance receivables (securitizations), each discounted using a risk-adjusted discount rate.

Certain of the Company's assets estimated fair value are classified and disclosed in one of the following three categories:

Level 1 – Quoted market prices in active markets for identical assets or liabilities.

Level 2 – Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data.

Level 3 – Unobservable inputs that are not corroborated by market data.

In determining the appropriate levels, the Company performs an analysis of the assets and liabilities that are estimated at fair value. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

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The following table includes the carrying amounts and estimated fair values of financial assets and liabilities disclosed but not carried at fair value:

<i>Dollars in thousands</i>	June 30, 2026		December 31, 2025	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Assets				
Level 1:				
Cash	\$ 6,799	\$ 6,799	\$ 3,823	\$ 3,823
Restricted cash	111,776	111,776	94,174	94,174
Level 3:				
Net finance receivables, less unearned insurance premiums and allowance for credit losses	1,873,540	1,916,138	1,866,403	1,893,834
Liabilities				
Level 3:				
Debt	1,675,942	1,659,898	1,650,764	1,636,727

The following table includes the carrying amounts and estimated fair values of amounts the Company measures at fair value on a recurring basis:

<i>Dollars in thousands</i>	June 30, 2026		December 31, 2025	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Assets				
Level 2:				
Restricted AFS investments	\$ 24,206	\$ 24,206	\$ 24,211	\$ 24,211

As of the periods indicated above, there were no financial assets or liabilities measured at fair value on a non-recurring basis.

Note 9. Income Taxes

The Company records interim provisions for income taxes based on an estimated annual effective tax rate. The Company recognizes discrete tax benefits or deficiencies in the income tax line of the consolidated statements of income. Generally, these discrete benefits or deficiencies are primarily the result of exercises or vestings of share-based awards.

The following table summarizes the components of income taxes for the periods indicated:

<i>Dollars in thousands</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Provision for corporate taxes	\$ 2,514	\$ 3,322	\$ 6,045	\$ 5,548
Discrete tax (benefits) deficiencies	(104)	22	(201)	(50)
Total	\$ 2,410	\$ 3,344	\$ 5,844	\$ 5,498

Note 10. Earnings Per Share

The following schedule reconciles the computation of basic and diluted earnings per share for the periods indicated:

<i>Dollars in thousands, except per share amounts</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Numerator:				
Net income	\$ 8,153	\$ 10,140	\$ 19,554	\$ 17,147
Denominator:				
Weighted-average shares outstanding for basic earnings per share	8,988	9,504	9,075	9,556
Effect of dilutive securities	616	339	558	378
Weighted-average shares adjusted for dilutive securities	9,604	9,843	9,633	9,934
Earnings per share:				
Basic	\$ 0.91	\$ 1.07	\$ 2.15	\$ 1.79
Diluted	\$ 0.85	\$ 1.03	\$ 2.03	\$ 1.73

The Company excluded outstanding shares of common stock totaling 6 thousand and 0.1 million for the three months ended June 30, 2026 and 2025, respectively, and 8 thousand and 0.1 million for the six months ended June 30, 2026 and 2025, respectively, from the computation of diluted earnings per share because they were anti-dilutive.

Note 11. Share-Based Compensation

On May 16, 2024, the stockholders of the Company approved the 2024 Plan, and on May 14, 2026, the stockholders of the Company re-approved the 2024 Plan as amended and restated. As of June 30, 2026, subject to adjustments as provided in the 2024 Plan, the maximum aggregate number of shares of the Company's common stock that could be issued under the 2024 Plan could not exceed the sum of (i) 813,014 shares plus (ii) any shares remaining available for the grant of awards as of May 16, 2024 under the 2015 Plan, plus (iii) any shares subject to an award granted under the 2015 Plan, which award is forfeited, cash-settled, cancelled, terminated, expires, or lapses for any reason after May 16, 2024 without the issuance of shares or pursuant to which such shares are forfeited (subject to adjustment for anti-dilution purposes as provided in the 2024 Plan). Of the amount described in the preceding sentence, no more than 813,014 shares may be issued under the 2024 Plan pursuant to the grant of incentive stock options (subject to adjustment for anti-dilution purposes). As of June 30, 2026, there were 0.8 million shares available for grant under the 2024 Plan.

For the three months ended June 30, 2026 and 2025, the Company recorded share-based compensation expense of \$2.4 million and \$2.8 million, respectively. The Company recorded \$4.3 million and \$6.3 million in share-based compensation expense for the six months ended June 30, 2026 and 2025, respectively. As of June 30, 2026, unrecognized share-based compensation expense to be recognized over future periods approximated \$13.0 million. This amount will be recognized as expense over a weighted-average period of 1.8 years. Share-based compensation expenses are recognized on a straight-line basis over the requisite service period of the agreement. All share-based compensation is classified as equity awards. During both the three months ended June 30, 2026 and 2025, share-based compensation of \$0.1 million was capitalized as software, and during both the six months ended June 30, 2026 and 2025, share-based compensation of \$0.2 million was capitalized as software.

The following are the amounts of the awards issued under the Company's share-based incentive programs:

Nonqualified stock options: The following table summarizes the stock option activity for the six months ended June 30, 2026:

<i>Dollars and shares in thousands, except per share amounts</i>	Number of Shares	Weighted-Average Exercise Price Per Share	Weighted-Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value
Options outstanding at beginning of period	378	\$ 24.20		
Granted	—	—		
Exercised	(42)	18.16		
Forfeited	—	—		
Expired	—	—		
Options outstanding at end of period	336	\$ 24.97	3.6	\$ 5,446
Options exercisable at end of period	336	\$ 24.97	3.6	\$ 5,446

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The following table provides additional stock option information for the periods indicated:

<i>Dollars in thousands, except per share amounts</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Weighted-average grant date fair value per share	\$ —	\$ —	\$ —	\$ —
Intrinsic value of options exercised	\$ 542	\$ —	\$ 783	\$ 401
Fair value of stock options that vested	\$ —	\$ —	\$ —	\$ —

Performance restricted stock units: The following are the weighted-average assumptions for the PRSU grants for the periods indicated:

	Six Months Ended June 30,	
	2026	2025
Expected volatility	43.0%	42.0%
Risk-free rate	3.9%	4.0%
Discount for post-vesting restrictions	9.9%	11.8%

The following table summarizes PRSU activity for the six months ended June 30, 2026:

<i>Dollars and units in thousands, except per unit amounts</i>	Units	Weighted-Average Grant Date Fair Value Per Unit
Non-vested units at beginning of period	379	\$ 27.86
Granted	102	30.42
Performance adjustment	—	—
Vested	—	—
Forfeited	(39)	25.98
Non-vested units at end of period	442	\$ 28.61

The following table provides additional PRSU information for the periods indicated:

<i>Dollars in thousands, except per unit amounts</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Weighted-average grant date fair value per unit	\$ 30.42	\$ —	\$ 30.42	\$ 25.90
Fair value of PRSUs that vested	\$ —	\$ —	\$ —	\$ 2,237

Performance-contingent restricted stock units: There was no performance-contingent RSU balance or activity for the three and six months ended June 30, 2026 and 2025.

Restricted stock units: The following table summarizes service-based RSU activity for the six months ended June 30, 2026:

<i>Dollars and units in thousands, except per unit amounts</i>	Units	Weighted-Average Grant Date Fair Value Per Unit
Non-vested units at beginning of period	51	\$ 29.21
Granted	—	—
Vested	—	—
Forfeited	—	—
Non-vested units at end of period	51	\$ 29.21

The following table provides additional service-based RSU information for the periods indicated:

<i>Dollars in thousands, except per unit amounts</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Weighted-average grant date fair value per unit	\$ —	\$ —	\$ —	\$ 29.74
Fair value of RSUs that vested	\$ —	\$ —	\$ —	\$ —

Restricted stock awards: The following table summarizes RSA activity for the six months ended June 30, 2026:

<i>Dollars and shares in thousands, except per share amounts</i>	Shares	Weighted-Average Grant Date Fair Value Per Share
Non-vested shares at beginning of period	329	\$ 29.22
Granted	130	34.83
Vested	(46)	26.81
Forfeited	(14)	29.18
Non-vested shares at end of period	399	\$ 31.33

The following table provides additional RSA information for the periods indicated:

<i>Dollars in thousands, except per share amounts</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Weighted-average grant date fair value per share	\$ 34.83	\$ 26.52	\$ 34.83	\$ 29.22
Fair value of RSAs that vested	\$ 1,390	\$ 981	\$ 1,614	\$ 999

Note 12. Commitments and Contingencies

In the normal course of business, the Company has been named as a defendant in legal actions in connection with its activities. Some of the actual or threatened legal actions include claims for compensatory damages or claims for indeterminate amounts of damages. The Company contests liability and the amount of damages, as appropriate, in each pending matter.

Where available information indicates that it is probable that a liability has been incurred and the Company can reasonably estimate the amount of that loss, the Company accrues the estimated loss by a charge to net income.

However, in many legal actions, it is inherently difficult to determine whether any loss is probable, or even reasonably possible, or to estimate the amount of loss. This is particularly true for actions that are in their early stages of development or where plaintiffs seek indeterminate damages. In addition, even where a loss is reasonably possible or an exposure to loss exists in excess of the liability already accrued, it is not always possible to reasonably estimate the size of the possible loss or range of loss. Before a loss, additional loss, range of loss, or range of additional loss can be reasonably estimated for any given action, numerous issues may need to be resolved, including through lengthy discovery, following determination of important factual matters, and/or by addressing novel or unsettled legal questions.

For certain other legal actions, the Company can estimate reasonably possible losses, additional losses, ranges of loss, or ranges of additional loss in excess of amounts accrued, but the Company does not believe, based on current knowledge and after consultation with counsel, that such losses will have a material adverse effect on the consolidated financial statements.

While the Company will continue to identify legal actions where it believes a material loss to be reasonably possible and reasonably estimable, there can be no assurance that material losses will not be incurred from claims that the Company has not yet been notified of or are not yet determined to be probable, or reasonably possible and reasonable to estimate.

The Company expenses legal costs as they are incurred.

Note 13. Segment Reporting

The Company has one reportable segment: consumer finance. Consolidated net income is the measure used by the CODM in evaluating the segment profit or loss of the Company. The CODM either reviews or is otherwise regularly provided with amounts for the following measures in the Company's financial results for the periods indicated:

<i>Dollars in thousands</i>	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Interest income	\$ 140,293	\$ 130,244	\$ 280,535	\$ 257,013
Fee income	9,985	10,451	20,039	20,235
Insurance income, net	10,976	11,499	22,786	22,796
Other income	6,752	5,248	11,936	10,365
Provision for credit losses	69,006	60,587	133,874	118,579
Share-based compensation expense	2,392	2,798	4,291	6,299
Depreciation and amortization expense	3,213	2,397	6,315	4,697
Interest expense	22,993	20,426	45,916	40,197
Income tax expense	2,410	3,344	5,844	5,498

As part of the CODM's review and evaluation process for allocating resources, the CODM is provided with consolidated expenses and total assets as noted on the face of the Company's Consolidated Statements of Comprehensive Income and Consolidated Balance Sheets, respectively.

The Company's balance sheet expenditures for long-lived assets either reviewed by the CODM or otherwise regularly provided to the CODM are included in the Company's Consolidated Statements of Cash Flows. These expenditures are represented as "Purchases of intangible assets," "Purchases of property and equipment," and "Operating leases paid" within the referenced statements.

Note 14. Subsequent Events

Quarterly cash dividend: In July 2026, the Company announced that the Board declared a quarterly cash dividend of \$0.30 per share. The dividend will be paid on September 16, 2026 to shareholders of record at the close of business on August 19, 2026. The declaration, amount, and payment of any future cash dividends on shares of the Company's common stock will be at the discretion of the Board.

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ITEM 2. **MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.**

An index to our management's discussion and analysis follows:

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Forward-Looking Statements

The following discussion and analysis should be read in conjunction with, and is qualified in its entirety by reference to, our unaudited consolidated financial statements and the related notes that appear elsewhere in this Quarterly Report on Form 10-Q. These discussions contain forward-looking statements that reflect our current expectations and that include, but are not limited to, statements concerning our strategies, future operations, future financial position, future revenues, projected costs, expectations regarding demand and acceptance for our financial products, growth opportunities and trends in the market in which we operate, prospects, and plans and objectives of management. The words "anticipates," "believes," "estimates," "expects," "intends," "may," "plans," "projects," "predicts," "will," "would," "should," "could," "potential," "continue," and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. We may not actually achieve the plans, intentions, or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Our forward-looking statements involve risks and uncertainties that could cause actual results, events, and/or performance to differ materially from the plans, intentions, and expectations disclosed in the forward-looking statements. Such risks and uncertainties include, without limitation, the risks set forth in our filings with the SEC, including our Annual Report on Form 10-K for the fiscal year ended December 31, 2025 (which was filed with the SEC on February 20, 2026), our Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2026 (which was filed with the SEC on May 1, 2026), and this Quarterly Report on Form 10-Q. The forward-looking information we have provided in this Quarterly Report on Form 10-Q pursuant to the safe harbor established under the Private Securities Litigation Reform Act of 1995 should be evaluated in the context of these factors. Forward-looking statements speak only as of the date they were made, and we undertake no obligation to update or revise such statements, except as required by the federal securities laws.

Overview

We are a diversified consumer finance company that provides installment loan products primarily to customers with limited access to consumer credit from banks, thrifts, credit card companies, and other lenders. As of June 30, 2026, we operate under the name "Regional Finance" online and in 357 branch locations in 20 states across the United States, serving 563,600 active accounts. Most of our loan products are secured, and each is structured on a fixed-rate, fixed-term basis with fully amortizing equal monthly installment payments, repayable at any time without penalty. We source our loans through our omnichannel platform, which includes our branches, centrally-managed direct mail campaigns, digital partners, and our consumer website. We operate an integrated branch model in which nearly all loans, regardless of origination channel, are serviced through our branch network with the support of centralized sales, underwriting, service, collections, and administrative teams. This model provides us with frequent contact with our customers, which we believe improves our credit performance and customer loyalty. Our goal is to consistently grow our finance receivables and to soundly manage our portfolio risk, while providing our customers with attractive and easy-to-understand loan products that serve their varied financial needs.

Our products include:

- **Large Loans (>\$2,500)** – As of June 30, 2026, we had 293.1 thousand large installment loans outstanding, representing \$1.7 billion in net finance receivables. This included 85.4 thousand large loan convenience checks, representing \$286.5 million in net finance receivables.
- **Small Loans (≤\$2,500)** – As of June 30, 2026, we had 270.5 thousand small installment loans outstanding, representing \$488.6 million in net finance receivables. This included 138.1 thousand small loan convenience checks, representing \$211.9 million in net finance receivables.
- **Optional Insurance Products** – We offer optional payment and collateral protection insurance to our direct loan customers.

Our core products are large and small installment loans. Our primary sources of revenue are interest and fee income from our loan products, of which interest and fees relating to large and small installment loans are the largest component. In addition to interest and fee income from loans, we earn revenue from optional insurance products purchased by customers of our loan products.

Factors Affecting Our Results of Operations

Our business is impacted by several factors affecting our revenues, costs, and results of operations, including the following:

Quarterly Information and Seasonality. Our loan volume and contractual delinquency follow seasonal trends. Demand for our loans is typically highest during the second, third, and fourth quarters, which we believe is largely due to customers borrowing money for vacation, back-to-school, and holiday spending. Loan demand has generally been the lowest during the first quarter, which we believe is largely due to the timing of income tax refunds. Delinquencies generally reach their lowest point in the first half of the year and rise in the second half of the year. Changes in the portfolio could result in releases of the allowance for credit losses in periods of portfolio liquidation and increases to the allowance for credit losses in periods of portfolio growth. Consequently, we experience seasonal fluctuations in our operating results. However, changes in macroeconomic factors, including inflation, higher interest rates, and geopolitical conflict, have impacted our typical seasonal trends for loan volume and delinquency.

Growth in Loan Portfolio. The revenue that we generate from interest and fees is largely driven by the balance of loans that we originate. We source our loans through our branches, centrally-managed direct mail program, digital partners, and consumer website. The majority of our loans, regardless of origination channel, are serviced through our branches. Increasing the number of loans per branch and growing our state footprint allows us to increase the number of customers we are able to serve. We grew our state footprint from 19 to 20 states in May 2026, expanding our operations to Florida. We continue to assess our branch network for clear opportunities to add branches in new and existing states where it is favorable for us to conduct business or consolidate operations into larger branches within close geographic proximity. This branch optimization is consistent with our omni-channel strategy and builds upon our recent successes in entering new states with a lighter branch footprint, while still providing customers with best-in-class service.

Product Mix. We are exposed to different credit risks and charge different interest rates and fees with respect to the various types of loans we offer. Our product mix also varies to some extent by state, and we may further diversify our product mix in the future. The interest rates and fees vary from state to state, depending on the competitive environment and relevant laws and regulations.

Asset Quality and Allowance for Credit Losses. Our results of operations are highly dependent upon the credit quality of our loan portfolio. The credit quality of our loan portfolio is the result of our ability to enforce sound underwriting standards, maintain diligent servicing of the portfolio, and respond to changing economic conditions as we grow our loan portfolio.

The primary underlying factors driving the provision for credit losses for each loan type are our underwriting standards, delinquency trends, the general economic conditions in the areas in which we conduct business, loan portfolio growth, and the effectiveness of our servicing and collection efforts. We monitor these factors, and the amount and past due status of all loans, to identify trends that might require us to modify the allowance for credit losses.

Interest Rates. Our costs of funds are affected by changes in interest rates, as the interest rates that we pay on certain of our credit facilities are variable. As a component of our strategy to manage the interest rate risk associated with future interest payments on our variable-rate debt, a majority of our funding was held at a fixed rate as of June 30, 2026, representing 80% of our total debt balance.

Operating Costs. Our financial results are impacted by the costs of operations and head office functions. Those costs are included in general and administrative expenses within our consolidated statements of comprehensive income.

Bank Partnership Program. On March 2, 2026, we entered an agreement with Column, under which Column originates certain unsecured and auto-secured installment loan products offered through our platform and other approved channels. This program is an important enabler of our long-term strategy, providing greater product and operational uniformity across states, faster entry into new markets, expanded relationships with our customers, and attractive unit economics as it scales. We act as Column's service provider and program manager by performing marketing, processing, and servicing activities. We will purchase any such loans offered by Column, except in limited circumstances.

The bank partnership program impacts the timing and classification of certain revenues and expenses as compared to loans originated under our state-licensed operations. For loans originated under the program, we earn marketing and processing fees from Column that are recognized in other income at the time of origination. In contrast, origination fees associated with loans originated directly by us are generally deferred and recognized in interest and fee income over the life of the loan using the constant yield method. We also receive servicing fee income related to loans retained by Column that are recognized in other income.

In addition, certain personnel and digital affiliate marketing costs that would otherwise be deferred and recognized over the life of a state-licensed originated loan are generally expensed as incurred for loans originated under the bank partnership program within personnel expense and marketing expense, respectively. Other program costs include monthly platform fees and certain ongoing program monitoring expenses that are recorded to other expenses.

As bank partnership loan volumes increase, the program may result in differences in the timing and classification of certain revenues and expenses and changes the classification of those amounts within the statement of comprehensive income. Accordingly, growth in bank partnership loan volume may affect the comparability of period-to-period trends in interest and fee income, other income, and general and administrative expenses, as compared to periods prior to the implementation of the program.

Components of Results of Operations

Interest and Fee Income. Our interest and fee income consists primarily of interest earned on outstanding loans. Accrual of interest income on finance receivables is suspended when an account becomes 90 days delinquent. If the account is charged off, the accrued interest income is reversed as a reduction of interest and fee income.

Most states allow certain fees in connection with lending activities, such as loan origination fees, acquisition fees, and maintenance fees. Some states allow for higher fees while keeping interest rates lower. Loan fees are additional charges to the customer and generally are included in the APR shown in the Truth in Lending disclosure that we make to our customers. The fees may or may not be refundable to the customer in the event of an early payoff, depending on state law. Fees are recognized as income over the life of the loan on the constant yield method.

Insurance Income, Net. Our insurance operations are a material part of our overall business and are integral to our lending activities. Insurance income, net consists primarily of earned premiums, net of certain direct costs, from the sale of various optional payment and collateral protection insurance products offered to customers who obtain loans directly from us. Insurance income, net also includes the earned premiums and direct costs associated with the non-file insurance that we purchase to protect us from credit losses where, following an event of default, we are unable to take possession of personal property collateral because our security interest is not perfected. We do not sell insurance to non-borrowers. Direct costs included in insurance income, net are claims paid, claims reserves, ceding fees, and premium taxes paid. We do not allocate to insurance income, net, any other head office or branch administrative costs associated with management of insurance operations, management of our captive insurance company, marketing and selling insurance products, legal and compliance review, or internal audits.

Other Income. Our other income consists of late charges assessed on customers who fail to make a payment within a specified number of days following the due date of the payment, interest income from restricted cash, commissions earned from the sale of club membership products, investment income from restricted AFS securities, and marketing and processing fee income earned through our bank partnership program.

Provision for Credit Losses. Provisions for credit losses are recorded in amounts that we estimate as sufficient to maintain an allowance for credit losses at an adequate level to provide for lifetime expected credit losses on the related finance receivable portfolio. Credit loss experience, current conditions, reasonable and supportable economic forecasts, delinquency of finance receivables, loan portfolio growth, the value of underlying collateral, and management's judgment are factors used in assessing the overall adequacy of the allowance and the resulting provision for credit losses. Substantial adjustments to the allowance may be necessary if there are significant changes in forecasted economic conditions or loan portfolio performance.

General and Administrative Expenses. Our financial results are impacted by the costs of operations and head office functions. Those costs are included in general and administrative expenses within our consolidated statements of comprehensive income. Our general and administrative expenses are comprised of four categories: personnel, occupancy, marketing, and other.

Our personnel expenses are the largest component of our general and administrative expenses and consist primarily of the salaries and wages, overtime, contract labor, relocation costs, incentives, benefits, and related payroll taxes associated with all of our operations and head office employees.

Our occupancy expenses consist primarily of the cost of renting our facilities, all of which are leased, and the utility, depreciation of leasehold improvements and furniture and fixtures, communication and connectivity services, and other non-personnel costs associated with operating our business.

Our marketing expenses consist primarily of costs associated with our direct mail campaigns (including postage and costs associated with selecting recipients), digital marketing, maintaining our consumer website, and local marketing by branches. These costs are expensed as incurred.

Other expenses consist primarily of legal, compliance, audit, and consulting costs, as well as software maintenance and support, non-employee director compensation, electronic payment processing costs, bank service charges, office supplies, credit bureau charges, and the amortization of software, software licenses, and implementation costs. We frequently experience fluctuations in other expenses as we grow our loan portfolio and expand our market footprint.

For a discussion regarding how risks and uncertainties associated with the current regulatory environment may impact our future expenses, net income, and overall financial condition, see Part II, Item 1A, “Risk Factors.”

Interest Expense. Our interest expense consists primarily of paid and accrued interest for debt, unused line fees, and amortization of debt issuance costs.

Income Taxes. Income taxes consist of state and federal income taxes. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The change in deferred tax assets and liabilities is recognized in the period in which the change occurs, and the effects of future tax rate changes are recognized in the period in which the enactment of new rates occurs.

Results of Operations

The following table summarizes our results of operations, both in dollars and as a percentage of average net finance receivables (annualized) for the periods indicated:

	Three Months Ended June 30,				Six Months Ended June 30,			
	2026		2025		2026		2025	
	Amount	% of Average Net Finance Receivables	Amount	% of Average Net Finance Receivables	Amount	% of Average Net Finance Receivables	Amount	% of Average Net Finance Receivables
<i>Dollars in thousands</i>								
Revenue								
Interest and fee income	\$ 150,278	28.4%	\$ 140,695	29.4%	\$ 300,574	28.4%	\$ 277,248	29.2%
Insurance income, net	10,976	2.1%	11,499	2.4%	22,786	2.2%	22,796	2.4%
Other income	6,752	1.3%	5,248	1.1%	11,936	1.0%	10,365	1.1%
Total revenue	168,006	31.8%	157,442	32.9%	335,296	31.6%	310,409	32.7%
Expenses								
Provision for credit losses	69,006	13.0%	60,587	12.7%	133,874	12.6%	118,579	12.5%
Personnel	39,433	7.5%	38,584	8.1%	78,775	7.4%	79,726	8.4%
Occupancy	7,252	1.4%	6,911	1.4%	14,731	1.4%	13,817	1.5%
Marketing	4,889	0.9%	5,059	1.1%	9,070	0.9%	10,465	1.1%
Other	13,870	2.6%	12,391	2.6%	27,532	2.6%	24,980	2.6%
Total general and administrative	65,444	12.4%	62,945	13.2%	130,108	12.3%	128,988	13.6%
Interest expense	22,993	4.4%	20,426	4.2%	45,916	4.3%	40,197	4.2%
Income before income taxes	10,563	2.0%	13,484	2.8%	25,398	2.4%	22,645	2.4%
Income taxes	2,410	0.5%	3,344	0.7%	5,844	0.6%	5,498	0.6%
Net income	<u>\$ 8,153</u>	<u>1.5%</u>	<u>\$ 10,140</u>	<u>2.1%</u>	<u>\$ 19,554</u>	<u>1.8%</u>	<u>\$ 17,147</u>	<u>1.8%</u>

Information explaining the changes in our results of operations from year-to-year is provided in the following pages.

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The following tables summarize the quarterly trends of our financial results for the periods indicated:

Income Statement Quarterly Trend							
<i>In thousands, except per share amounts</i>	2Q 25	3Q 25	4Q 25	1Q 26	2Q 26	QoQ \$ B(W)	YoY \$ B(W)
Revenue							
Interest and fee income	\$ 140,695	\$ 148,672	\$ 153,029	\$ 150,296	\$ 150,278	\$ (18)	\$ 9,583
Insurance income, net	11,499	11,391	11,386	11,810	10,976	(834)	(523)
Other income	5,248	5,424	5,287	5,184	6,752	1,568	1,504
Total revenue	157,442	165,487	169,702	167,290	168,006	716	10,564
Expenses							
Provision for credit losses	60,587	60,474	66,379	64,868	69,006	(4,138)	(8,419)
Personnel	38,584	39,517	40,394	39,342	39,433	(91)	(849)
Occupancy	6,911	7,160	7,227	7,479	7,252	227	(341)
Marketing	5,059	4,212	3,874	4,181	4,889	(708)	170
Other	12,391	13,179	13,024	13,662	13,870	(208)	(1,479)
Total general and administrative	62,945	64,068	64,519	64,664	65,444	(780)	(2,499)
Interest expense	20,426	21,971	22,646	22,923	22,993	(70)	(2,567)
Income before income taxes	13,484	18,974	16,158	14,835	10,563	(4,272)	(2,921)
Income taxes	3,344	4,618	3,249	3,434	2,410	1,024	934
Net income	\$ 10,140	\$ 14,356	\$ 12,909	\$ 11,401	\$ 8,153	\$ (3,248)	\$ (1,987)
Net income per common share:							
Basic	\$ 1.07	\$ 1.53	\$ 1.40	\$ 1.24	\$ 0.91	\$ (0.33)	\$ (0.16)
Diluted	\$ 1.03	\$ 1.42	\$ 1.30	\$ 1.18	\$ 0.85	\$ (0.33)	\$ (0.18)
Weighted-average shares outstanding:							
Basic	9,504	9,370	9,233	9,163	8,988	175	516
Diluted	9,843	10,133	9,941	9,662	9,604	58	239
Balance Sheet & Other Key Metrics Quarterly Trends							
	2Q 25	3Q 25	4Q 25	1Q 26	2Q 26	QoQ \$ Inc (Dec)	YoY \$ Inc (Dec)
Total assets	\$ 1,967,131	\$ 2,028,266	\$ 2,103,930	\$ 2,072,750	\$ 2,129,594	\$ 56,844	\$ 162,463
Net finance receivables	\$ 1,960,364	\$ 2,053,017	\$ 2,140,199	\$ 2,104,001	\$ 2,148,253	\$ 44,252	\$ 187,889
Allowance for credit losses	\$ 202,800	\$ 212,000	\$ 220,900	\$ 219,500	\$ 224,000	\$ 4,500	\$ 21,200
Debt	\$ 1,509,133	\$ 1,581,992	\$ 1,650,764	\$ 1,621,398	\$ 1,675,942	\$ 54,544	\$ 166,809
Interest and fee yield	29.4%	29.7%	29.3%	28.3%	28.4%	0.1%	(1.0)%
Efficiency ratio	40.0%	38.7%	38.0%	38.7%	39.0%	0.3%	(1.0)%
Operating expense ratio	13.2%	12.8%	12.4%	12.2%	12.4%	0.2%	(0.8)%
Delinquency rate	6.6%	7.0%	7.5%	7.2%	7.0%	(0.2)%	0.4%
Net credit loss rate	11.9%	10.2%	11.0%	12.5%	12.2%	(0.3)%	0.3%
Book value per share	\$ 36.43	\$ 37.94	\$ 39.05	\$ 40.25	\$ 40.51	\$ 0.26	\$ 4.08

Comparison of June 30, 2026, versus June 30, 2025

The following discussion and table describe the changes in finance receivables by product type for the periods indicated:

- **Large Loans (>\$2,500)** – Large loans outstanding increased by \$246.3 million, or 17.4%, to \$1.7 billion at June 30, 2026, from \$1.4 billion at June 30, 2025. The increase was due to growth in our auto-secured loan portfolio, the growth of receivables in branches opened during 2025 and 2026, and the transition of small loan customers to large loans.
- **Small Loans (≤\$2,500)** – Small loans outstanding decreased by \$58.4 million, or 10.7%, to \$488.6 million at June 30, 2026, from \$547.0 million at June 30, 2025. The decrease was driven by tightened underwriting in higher-risk business amid a more competitive environment for new customer acquisition, and the transition of small loan customers to large loans, partially offset by growth of receivables in branches opened during 2025 and 2026.

<i>Dollars in thousands</i>	June 30, 2026	June 30, 2025	YoY \$ Inc (Dec)	YoY % Inc (Dec)
Large loans	\$ 1,659,685	\$ 1,413,367	\$ 246,318	17.4 %
Small loans	488,568	546,997	(58,429)	(10.7)%
Total	\$ 2,148,253	\$ 1,960,364	\$ 187,889	9.6 %
Number of branches	357	352	5	1.4 %
Net finance receivables per branch	\$ 6,018	\$ 5,569	\$ 449	8.1 %

Comparison of the Three Months Ended June 30, 2026, versus the Three Months Ended June 30, 2025

Net Income. Net income decreased \$2.0 million, or 19.6%, to \$8.2 million during the three months ended June 30, 2026, from \$10.1 million during the prior-year period. The change in net income is explained in greater detail below.

Revenue. Total revenue increased \$10.6 million, or 6.7%, to \$168.0 million during the three months ended June 30, 2026, from \$157.4 million during the prior-year period. The components of revenue are explained in greater detail below.

Interest and Fee Income. Interest and fee income increased \$9.6 million, or 6.8%, to \$150.3 million during the three months ended June 30, 2026, from \$140.7 million during the prior-year period. The increase was primarily due to a 10.6% increase in average net finance receivables, partially offset by a 1.0% decrease in interest and fee yield. The decrease in yield was primarily due to changes in portfolio mix, including a higher percentage of large and auto-secured loans and a shift toward larger balance small loans with longer maturities, which generally carry lower interest rates.

The following table sets forth the average net finance receivables balance and interest and fee yield for our loan products for the periods indicated:

<i>Dollars in thousands</i>	Three Months Ended June 30,		YoY % Inc (Dec)	Three Months Ended June 30,		YoY % Inc (Dec)
	2026	2025		2026	2025	
Large loans	\$ 1,620,686	\$ 1,372,783	18.1%	26.6%	26.6%	—
Small loans	494,693	540,106	(8.4)%	34.3%	36.5%	(2.2)%
Total	\$ 2,115,379	\$ 1,912,889	10.6%	28.4%	29.4%	(1.0)%

Total originations decreased to \$503.6 million during the three months ended June 30, 2026, from \$510.3 million during the prior-year period. Small loan originations decreased \$41.5 million, or 23.9%, driven by tightened underwriting in higher-risk business amid a more competitive environment for new customer acquisition. This decrease was partially offset by a \$34.8 million, or 10.4%, increase in large loan originations, driven by growth in our auto-secured loan portfolio, new branches opened during 2025 and 2026, and the transition of small loan customers to large loans. The following table represents the principal balance of loans originated, refinanced, and purchased for the periods indicated:

<i>Dollars in thousands</i>	Three Months Ended June 30,		YoY \$ Inc (Dec)	YoY % Inc (Dec)
	2026	2025		
Large loans	\$ 371,319	\$ 336,473	\$ 34,846	10.4%
Small loans	132,316	173,856	(41,540)	(23.9)%
Total	\$ 503,635	\$ 510,329	\$ (6,694)	(1.3)%

The following table summarizes the components of the increase in interest and fee income when comparing the three months ended June 30, 2026 and 2025:

<i>Dollars in thousands</i>	Increase (Decrease)			
	Volume	Rate	Volume & Rate	Net
Large loans	\$ 16,516	\$ (95)	\$ (18)	\$ 16,403
Small loans	(4,140)	(2,926)	246	(6,820)
Product mix	2,517	(1,781)	(736)	—
Total	\$ 14,893	\$ (4,802)	\$ (508)	\$ 9,583

Insurance Income, Net. Insurance income, net decreased \$0.5 million, or 4.5% to \$11.0 million during the three months ended June 30, 2026, from \$11.5 million during the prior-year period. During both the three months ended June 30, 2026 and 2025, personal property insurance premiums represented the largest component of aggregate earned insurance premiums, and life insurance claims expense represented the largest component of direct insurance expenses.

The following table summarizes the components of insurance income, net for the periods indicated:

<i>Dollars in thousands</i>	Three Months Ended June 30,		YoY \$ B(W)	YoY % B(W)
	2026	2025		
Earned premiums	\$ 14,437	\$ 14,278	\$ 159	1.1%
Claims, reserves, and certain direct expenses	(3,461)	(2,779)	(682)	(24.5)%
Insurance income, net	\$ 10,976	\$ 11,499	\$ (523)	(4.5)%

Earned premiums increased by \$0.2 million, and claims, reserves, and certain direct expenses increased by \$0.7 million, in each case compared to the prior-year period. The increase in insurance premiums was primarily due to increases in personal property insurance premiums and life insurance premiums. Claims, reserves, and direct expenses increased primarily due to a prior-year release in personal property insurance reserves related to previous hurricane activity.

Other Income. Other income increased \$1.5 million, or 28.7%, to \$6.8 million during the three months ended June 30, 2026, from \$5.2 million during the prior-year period, primarily due to marketing and processing fee income earned through our bank partnership program of \$1.7 million, partially offset by a decrease in interest income of \$0.2 million from decreases in our restricted cash balances year-over-year.

Provision for Credit Losses. Our provision for credit losses increased \$8.4 million, or 13.9%, to \$69.0 million during the three months ended June 30, 2026, from \$60.6 million during the prior-year period. The increase was due to an increase in net credit losses of \$7.6 million and the sequential change in the allowance for credit losses of \$0.8 million, in each case compared to the prior-year period. The increase in the provision for credit losses is explained in greater detail below.

Allowance for Credit Losses. We evaluate delinquency and losses in each of our loan products in establishing the allowance for credit losses. During the three months ended June 30, 2026 and 2025, the allowance for credit losses included builds of \$4.5 million and \$3.7 million, respectively. The allowance for credit losses as a percentage of net finance receivables increased to 10.4% as of June 30, 2026, from 10.3% as of June 30, 2025. The higher build in the allowance year-over-year was primarily driven by portfolio growth and changes in estimated future macroeconomic impacts on credit losses.

Net Credit Losses. Net credit losses increased \$7.6 million, or 13.4%, to \$64.5 million during the three months ended June 30, 2026, from \$56.9 million during the prior-year period. The net credit loss rate was 12.2% during the three months ended June 30, 2026, compared to 11.9% during the prior-year period. The increase in the net credit loss rate included a 20 basis point impact from slower portfolio growth over the first six months of 2026 compared to the same period in 2025.

Delinquency Performance. Our delinquency rate increased to 7.0% as of June 30, 2026 from 6.6% as of the prior-year period, primarily driven by slower portfolio growth during the first six months of 2026 compared to the same period in 2025, which contributed approximately 20 basis points to the increase, and the continued impact of legacy balances from higher-risk segments that we have since tightened.

The following tables include delinquency balances by aging category and by product for the periods indicated:

<i>Dollars in thousands</i>	Contractual Delinquency by Aging			
	June 30, 2026		June 30, 2025	
Current	\$ 1,824,145	84.9%	\$ 1,672,027	85.3%
1 to 29 days past due	174,752	8.1%	158,951	8.1%
Delinquent accounts:				
30 to 59 days	40,971	2.0%	35,362	1.8%
60 to 89 days	32,763	1.5%	28,949	1.5%
90 to 119 days	26,497	1.2%	22,348	1.1%
120 to 149 days	24,404	1.1%	21,625	1.1%
150 to 179 days	24,721	1.2%	21,102	1.1%
Total delinquency	\$ 149,356	7.0%	\$ 129,386	6.6%
Total net finance receivables	\$ 2,148,253	100.0%	\$ 1,960,364	100.0%

<i>Dollars in thousands</i>	Contractual Delinquency by Product			
	June 30, 2026		June 30, 2025	
Large loans	\$ 97,228	5.9%	\$ 76,690	5.4%
Small loans	52,128	10.7%	52,696	9.6%
Total	\$ 149,356	7.0%	\$ 129,386	6.6%

General and Administrative Expenses. Our general and administrative expenses increased \$2.5 million, or 4.0%, to \$65.4 million during the three months ended June 30, 2026, from \$62.9 million during the prior-year period. The absolute dollar increase in general and administrative expenses is explained in greater detail below.

Personnel. The largest component of general and administrative expenses was personnel expense, which increased \$0.8 million, or 2.2%, to \$39.4 million during the three months ended June 30, 2026, from \$38.6 million during the prior-year period. The increase was primarily driven by increased labor costs of \$1.0 million to support growth (including labor costs associated with the bank partnership program of \$0.5 million that are expensed as incurred rather than deferred, as described above in “Factors Affecting Our Results of Operations”), incremental executive transition costs of \$0.4 million, and a reduction in capitalized loan origination costs of \$0.2 million (which increased personnel expenses). The increase was partially offset by lower incentive compensation of \$0.9 million.

Occupancy. Occupancy expenses increased \$0.3 million, or 4.9%, to \$7.3 million during the three months ended June 30, 2026, from \$6.9 million during the prior-year period, primarily due to expenses associated with opening 12 new branches since the prior-year period.

Marketing. Marketing expenses decreased \$0.2 million, or 3.4%, to \$4.9 million during the three months ended June 30, 2026, from \$5.1 million during the prior-year period, primarily due to optimization of our framework for direct mail marketing of \$0.4 million, partially offset by digital marketing costs associated with the bank partnership program of \$0.2 million that are expensed as incurred rather than deferred, as described above in “Factors Affecting Our Results of Operations.”

Other Expenses. Other expenses increased \$1.5 million, or 11.9%, to \$13.9 million during the three months ended June 30, 2026, from \$12.4 million during the prior-year period. Other expenses increased \$0.9 million due to deployment of digital and technological capabilities, including our new front-end branch origination platform, and bank partnership fees of \$0.2 million. In addition, we often experience increases in other expenses including legal expenses, bank fees, and certain professional expenses as we grow our loan portfolio and expand our market footprint.

Operating Expense Ratio. Our operating expense ratio decreased to 12.4% during the three months ended June 30, 2026, from 13.2% during the prior-year period. Our operating expense ratio has improved as we have grown our loan portfolio and controlled expense growth.

Interest Expense. Interest expense increased \$2.6 million, or 12.6%, to \$23.0 million during the three months ended June 30, 2026, from \$20.4 million during the prior-year period primarily due to an increase in the average balance of our debt facilities. The average balance of our debt facilities increased to \$1.6 billion during the three months ended June 30, 2026, from \$1.5 billion during the prior-year period. Our cost of funds increased 0.2% to 4.4% during the three months ended June 30, 2026, from 4.2% during the prior-year period.

Income Taxes. Income taxes decreased \$0.9 million, or 27.9%, to \$2.4 million during the three months ended June 30, 2026, from \$3.3 million during the prior-year period. The decrease was primarily due to a \$2.9 million decrease in income before taxes compared to the prior-year period. Our effective tax rates were 22.8% and 24.8% for the three months ended June 30, 2026 and 2025, respectively.

Comparison of the Six Months Ended June 30, 2026, versus the Six Months Ended June 30, 2025

Net Income. Net income increased \$2.4 million, or 14.0%, to \$19.6 million during the six months ended June 30, 2026, from \$17.1 million during the prior-year period. The change in net income is explained in greater detail below.

Revenue. Total revenue increased \$24.9 million, or 8.0%, to \$335.3 million during the six months ended June 30, 2026, from \$310.4 million during the prior-year period. The components of revenue are explained in greater detail below.

Interest and Fee Income. Interest and fee income increased \$23.3 million, or 8.4%, to \$300.6 million during the six months ended June 30, 2026, from \$277.2 million during the prior-year period, primarily due to an 11.5% increase in average net finance receivables. The increase was partially offset by a 0.8% decrease in interest and fee yield. The decrease in yield was primarily due to changes in portfolio mix, including a higher percentage of large and auto-secured loans and a shift toward larger balance small loans with longer maturities, which generally carry lower interest rates.

The following table sets forth the average net finance receivables balance and interest and fee yield for our loan products for the periods indicated:

<i>Dollars in thousands</i>	Six Months Ended June 30,		YoY % Inc (Dec)	Six Months Ended June 30,		YoY % Inc (Dec)
	2026	2025		2026	2025	
Large loans	\$ 1,606,667	\$ 1,356,543	18.4 %	26.5%	26.4%	0.1 %
Small loans	512,765	544,520	(5.8)%	34.3%	36.2%	(1.9)%
Total	\$ 2,119,432	\$ 1,901,063	11.5 %	28.4%	29.2%	(0.8)%

Total originations decreased to \$891.6 million during the six months ended June 30, 2026, from \$902.4 million during the prior-year period. Small loan originations decreased \$69.4 million, or 21.4%, driven by tightened underwriting in higher-risk business amid a more competitive environment for new customer acquisition. This decrease was partially offset by a \$58.5 million, or 10.1%, increase in large loan originations, driven by growth in our auto-secured loan portfolio, new branches opened during 2025 and 2026, and the transition of small loan customers to large loans. The following table represents the principal balance of loans originated, refinanced, and purchased for the periods indicated:

<i>Dollars in thousands</i>	Six Months Ended June 30,		YoY \$ Inc (Dec)	YoY % Inc (Dec)
	2026	2025		
Large loans	\$ 636,779	\$ 578,282	\$ 58,497	10.1%
Small loans	254,809	324,167	(69,358)	(21.4)%
Total	\$ 891,588	\$ 902,449	\$ (10,861)	(1.2)%

The following table summarizes the components of the increase in interest and fee income when comparing the six months ended June 30, 2026 and 2025:

<i>Dollars in thousands</i>	Increase (Decrease)			
	Volume	Rate	Volume & Rate	Net
Large loans	\$ 32,968	\$ 687	\$ 126	\$ 33,781
Small loans	(5,741)	(5,006)	292	(10,455)
Product mix	4,620	(3,324)	(1,296)	—
Total	\$ 31,847	\$ (7,643)	\$ (878)	\$ 23,326

Insurance Income, Net. Insurance income, net remained consistent at \$22.8 million during the six months ended June 30, 2026, and the prior-year period. During both the six months ended June 30, 2026 and 2025, personal property insurance premiums represented the largest component of aggregate earned insurance premiums. During both the six months ended June 30, 2026 and 2025, life insurance claims expense represented the largest component of direct insurance expenses.

The following table summarizes the components of insurance income, net for the periods indicated:

<i>Dollars in thousands</i>	Six Months Ended June 30,		YoY \$ B(W)	YoY % B(W)
	2026	2025		
Earned premiums	\$ 29,349	\$ 28,641	\$ 708	2.5%
Claims, reserves, and certain direct expenses	(6,563)	(5,845)	(718)	(12.3)%
Insurance income, net	\$ 22,786	\$ 22,796	\$ (10)	—

Earned premiums increased by \$0.7 million, and claims, reserves, and certain direct expenses increased by \$0.7 million, in each case compared to the prior-year period. The increase in insurance premiums was primarily due to increases in personal property insurance premiums and life insurance premiums. Claims, reserves, and direct expenses increased primarily due to a prior-year release in personal property insurance reserves related to previous hurricane activity.

Other Income. Other income increased \$1.6 million, or 15.2%, to \$11.9 million during the six months ended June 30, 2026, from \$10.4 million during the prior-year period, primarily due to marketing and processing fee income earned through our bank partnership program of \$1.8 million and an increase in sales of our club membership products of \$0.4 million, partially offset by a decrease in interest income of \$0.6 million from decreases in our restricted cash balances compared to the prior-year period.

Provision for Credit Losses. Our provision for credit losses increased \$15.3 million, or 12.9%, to \$133.9 million during the six months ended June 30, 2026, from \$118.6 million during the prior-year period. The increase was due to an increase in net credit losses of \$15.5 million, partially offset by the change in the allowance for credit losses of \$0.2 million, in each case compared to the prior-year period. The increase in the provision for credit losses is explained in greater detail below.

Allowance for Credit Losses. We evaluate delinquency and losses in each of our loan products in establishing the allowance for credit losses. During the six months ended June 30, 2026 and 2025, the allowance for credit losses included builds of \$3.1 million and \$3.3 million, respectively. The allowance for credit losses as a percentage of net finance receivables increased to 10.4% as of June 30, 2026, from 10.3% as of June 30, 2025, primarily due to changes in estimated future macroeconomic impacts on credit losses.

Net Credit Losses. Net credit losses increased \$15.5 million, or 13.4%, to \$130.8 million during the six months ended June 30, 2026, from \$115.3 million during the prior-year period. The net credit loss rate was 12.3% during the six months ended June 30, 2026, compared to 12.1% during the prior-year period. The increase in the net credit loss rate included a 10 basis point impact from slower portfolio growth over the first six months of 2026 compared to the same period in 2025.

Delinquency Performance. Our delinquency rate increased to 7.0% as of June 30, 2026, from 6.6% as of the prior-year period, primarily driven by slower portfolio growth during the first six months of 2026 compared to the same period in 2025, which contributed approximately 20 basis points to the increase, and the continued impact of legacy balances from higher-risk segments that we have since tightened.

General and Administrative Expenses. Our general and administrative expenses increased \$1.1 million, or 0.9%, to \$130.1 million during the six months ended June 30, 2026, from \$129.0 million during the prior-year period. The absolute dollar increase in general and administrative expenses is explained in greater detail below.

Personnel. The largest component of general and administrative expenses was personnel expense, which decreased \$1.0 million, or 1.2%, to \$78.8 million during the six months ended June 30, 2026, from \$79.7 million during the prior-year period. The decrease was driven by lower incentives compensation of \$1.4 million, decreased executive transition costs of \$0.8 million, and higher capitalized loan origination costs, which reduce personnel expenses, of \$0.4 million. The decrease was partially offset by higher labor costs of \$1.4 million to support growth (including labor costs associated with the bank partnership program of \$0.5 million that are expensed as incurred rather than deferred, as described above in “Factors Affecting Our Results of Operations”).

Occupancy. Occupancy expenses increased \$0.9 million, or 6.6%, to \$14.7 million during the six months ended June 30, 2026, from \$13.8 million during the prior-year period, primarily due to expenses associated with opening 12 new branches since the prior-year period.

Marketing. Marketing expenses decreased \$1.4 million, or 13.3%, to \$9.1 million during the six months ended June 30, 2026, from \$10.5 million during the prior-year period, primarily due to optimization of our framework for direct mail marketing of \$1.7 million, partially offset by digital marketing costs associated with the bank partnership program of \$0.2 million that are expensed as incurred rather than deferred, as described above in “Factors Affecting Our Results of Operations.”

Other Expenses. Other expenses increased \$2.6 million, or 10.2%, to \$27.5 million during the six months ended June 30, 2026, from \$25.0 million during the prior-year period. Other expenses increased \$1.8 million due to deployment of digital and technological capabilities, including our new front-end branch origination platform, and bank partnership fees of \$0.4 million. In addition, we often experience increases in other expenses including legal expenses, bank fees, and certain professional expenses as we grow our loan portfolio and expand our market footprint.

Operating Expense Ratio. Our operating expense ratio decreased by 1.3% to 12.3% during the six months ended June 30, 2026, from 13.6% during the prior-year period.

Interest Expense. Interest expense increased \$5.7 million, or 14.2%, to \$45.9 million during the six months ended June 30, 2026, from \$40.2 million during the prior-year period primarily due to an increase in the average balance of our debt facilities. The average balance of our debt facilities increased to \$1.6 billion during the six months ended June 30, 2026, from \$1.5 billion during the prior-year period. Our cost of funds increased 0.1% to 4.3% during the six months ended June 30, 2026, from 4.2% during the prior-year period.

Income Taxes. Income taxes increased \$0.3 million, or 6.3%, to \$5.8 million during the six months ended June 30, 2026, from \$5.5 million during the prior-year period. The increase was primarily due to a \$2.8 million increase in income before income taxes compared to the prior-year period. Our effective tax rates were 23.0% and 24.3% for the six months ended June 30, 2026 and 2025, respectively.

Liquidity and Capital Resources

Our primary cash needs relate to the funding of our lending activities and, to a lesser extent, expenditures relating to improving our technology infrastructure and expanding and maintaining our branch locations. We have historically financed, and plan to continue to finance, our short-term and long-term operating liquidity and capital needs through a combination of cash flows from operations and borrowings under our debt facilities, including our senior revolving credit facility, revolving warehouse credit facilities, and asset-backed securitization transactions, all of which are described below. We continue to seek ways to diversify our funding sources. As of June 30, 2026, our funded debt-to-equity ratio was 4.4 to 1.0 and stockholders’ equity ratio was 17.8%, compared to 4.4 to 1.0 and 17.7%, respectively, as of December 31, 2025.

Cash increased to \$6.8 million as of June 30, 2026, from \$3.8 million as of December 31, 2025. We had immediate availability to draw down cash from our revolving credit facilities of \$121.1 million and \$145.3 million as of June 30, 2026 and December 31, 2025, respectively. Our unused capacity on our revolving credit facilities (subject to the borrowing base) was \$441.6 million and \$511.4 million as of June 30, 2026 and December 31, 2025, respectively. Our debt balance was \$1.7 billion as of both June 30, 2026 and December 31, 2025.

Based upon anticipated cash flows, we believe that cash flows from operations and our various financing alternatives will provide sufficient financing for debt maturities and operations over the next twelve months, as well as into the future.

From time to time, we have extended the maturity date of and increased the borrowing limits under our senior revolving credit facility. While we have successfully obtained such extensions and increases in the past, there can be no assurance that we will be able to do so if and when needed in the future. As of June 30, 2026, the revolving period maturities of our securitizations and warehouse credit facilities (each as described below within “Financing Arrangements and Restricted Cash Reserve Accounts”) ranged from July 2026 to April 2028, with the exception of the RMIT 2022-1 securitization, for which the revolving period ended in February 2025. We had not exercised our right to redeem the notes of this securitization as of June 30, 2026. There can be no assurance that we will be able to secure an extension of the warehouse credit facilities or close additional securitization transactions if and when needed in the future.

Dividends and Stock Repurchases.

The Board may in its discretion declare and pay cash dividends on our common stock. The following table sets forth the quarterly dividends declared and paid for the six months ended June 30, 2026:

Period	Declaration Date	Record Date	Payment Date	Dividends Declared Per Common Share	Dividends Paid (in thousands)
1Q 26	February 4, 2026	February 19, 2026	March 12, 2026	\$ 0.30	\$ 3,419
2Q 26	April 29, 2026	May 20, 2026	June 10, 2026	0.30	\$ 2,721
Totals				<u>\$ 0.60</u>	<u>\$ 6,140</u>

While we intend to pay our quarterly dividend for the foreseeable future, all subsequent dividends will be reviewed and declared at the discretion of the Board and will depend on many factors, including our financial condition, earnings, cash flows, capital requirements, level of indebtedness, statutory and contractual restrictions applicable to the payment of dividends, and other considerations that the Board deems relevant. Our dividend payments may change from time to time, and the Board may choose not to continue to declare dividends in the future.

See Note 14, “Subsequent Events” of the Notes to Consolidated Financial Statements in Part I, Item 1, “Financial Statements,” for information regarding our cash dividend following the end of the fiscal quarter.

In December 2024, we announced that the Board had authorized a \$30.0 million stock repurchase program. The authorization was effective immediately and extended through December 31, 2026. In November 2025, we announced that our Board had approved a \$30.0 million increase in the amount authorized under the stock repurchase program announced in December 2024, from \$30.0 million to \$60.0 million. The authorization was effective immediately and extends through June 30, 2027. As of June 30, 2026, we had repurchased 1.2 million shares of common stock at a total cost of \$40.3 million, including commissions and excise taxes, over the life of the program.

Cash Flow.

Operating Activities. Net cash provided by operating activities during the six months ended June 30, 2026 was \$161.8 million, compared to \$142.3 million during the prior-year period, a net increase of \$19.4 million. The increase in net cash provided was primarily due to the year-over-year growth of our loan portfolio.

Investing Activities. Investing activities consist of originations and repayments of finance receivables, purchases of intangible assets, and purchases of property and equipment. Net cash used in investing activities during the six months ended June 30, 2026 was \$145.1 million, compared to \$165.4 million during the prior-year period, a net decrease in cash used of \$20.3 million. The decrease in net cash used was primarily due to higher repayments of finance receivables, which partially offset cash outflows from new originations and purchases of restricted AFS investments.

Financing Activities. Financing activities consist of borrowings and payments on our outstanding indebtedness. Net cash provided by financing activities during the six months ended June 30, 2026 was \$3.9 million, compared to \$9.4 million during the prior-year period, a net decrease of \$5.4 million. The decrease in net cash provided was primarily due to a decrease in the net advances on debt instruments of \$5.8 million and an increase in the repurchases of common stock of \$1.2 million, partially offset by a decrease in payments for debt issuance costs of \$2.1 million.

Financing Arrangements and Restricted Cash Reserve Accounts.

As of June 30, 2026, we had five credit facilities outstanding and, from time to time, we engage in the private offering and sale of asset-backed notes. As part of our overall funding strategy, we have transferred certain finance receivables to affiliated VIEs for asset-backed financing transactions. Our debt arrangements described below, other than our senior revolving credit facility, are issued by each of our RMR and RMIT SPEs, which are considered VIEs under GAAP. These debts are supported by the expected cash flows from the underlying collateralized finance receivables. Collections on these finance receivables are remitted to restricted cash collection accounts, which totaled \$95.5 million and \$81.8 million as of June 30, 2026 and December 31, 2025, respectively. Our debt arrangements also contain various debt covenants. We were in compliance with all such debt covenants as of June 30, 2026.

Revolving Credit Facilities. The following is a summary of our revolving credit facilities as of June 30, 2026:

<i>Dollars in thousands</i>	Capacity	Debt Balance	Effective Interest Rate	Restricted Cash Reserves	Restricted Cash Collection	Maturity Date
Senior	\$ 355,000	\$ 208,137	6.4%	\$ —	\$ —	Aug 2028
RMR IV warehouse	\$ 125,000	\$ 28,516	5.9%	\$ 359	\$ 2,754	May 2028
RMR V warehouse	\$ 100,000	\$ 43,106	6.0%	\$ 268	\$ 4,128	Nov 2028
RMR VI warehouse	\$ 75,000	\$ 30,621	5.7%	\$ 204	\$ 2,848	Apr 2029
RMR VII warehouse	\$ 125,000	\$ 29,882	5.7%	\$ 195	\$ 2,959	Oct 2028

Securitizations. The following is a summary of our securitizations as of June 30, 2026:

<i>Dollars in thousands</i>	Issue Amount	Debt Balance	Effective Interest Rate	Restricted Cash Reserves	Restricted Cash Collection	Revolving Period End Date	Maturity Date
RMIT 2021-2	\$ 200,000	\$ 200,192	2.3%	\$ 2,083	\$ 16,145	Jul 2026	Aug 2033
RMIT 2021-3	\$ 125,000	\$ 125,202	3.9%	\$ 1,471	\$ 15,400	Sep 2026	Oct 2033
RMIT 2022-1	\$ 250,000	\$ 53,038	5.2%	\$ 2,646	\$ 6,005	Feb 2025	Mar 2032
RMIT 2024-1	\$ 187,305	\$ 187,788	6.2%	\$ 1,078	\$ 9,549	May 2027	Jul 2036
RMIT 2024-2	\$ 250,000	\$ 250,557	5.3%	\$ 1,418	\$ 11,948	Nov 2026	Dec 2033
RMIT 2025-1	\$ 265,000	\$ 265,585	5.3%	\$ 1,489	\$ 12,455	Mar 2027	Apr 2034
RMIT 2025-2	\$ 252,810	\$ 253,318	4.8%	\$ 1,389	\$ 11,299	Oct 2027	Nov 2037

RMC Reinsurance. Our wholly owned subsidiary, RMC Reinsurance, Ltd., is required to maintain reserves against life insurance policies ceded to it, as determined by the ceding company. These reserves are comprised of restricted cash and restricted AFS investments. As of June 30, 2026, the reserves totaled \$25.4 million.

Critical Accounting Policies and Estimates

Management's discussion and analysis of financial condition and results of operations is based upon our consolidated financial statements, which have been prepared in accordance with GAAP and conform to general practices within the consumer finance industry. The preparation of these financial statements requires estimates and assumptions that affect the reported amounts of assets and liabilities, revenues and expenses, and disclosure of contingent assets and liabilities for the periods indicated in the financial statements. Management bases estimates on historical experience and other assumptions it believes to be reasonable under the circumstances and evaluates these estimates on an ongoing basis. Actual results may differ from these estimates under different assumptions or conditions.

Allowance for Credit Losses.

The allowance for credit losses is based on historical credit experience, current conditions, and reasonable and supportable economic forecasts. The historical loss experience is adjusted for quantitative and qualitative factors that are not fully reflected in the historical data. In determining our estimate of expected credit losses, we evaluate information related to credit metrics, changes in our lending strategies and underwriting practices, and the current and forecasted direction of the economic and business environment. These metrics include, but are not limited to, loan portfolio mix and growth, unemployment, credit loss trends, delinquency trends, changes in underwriting, and operational risks.

We selected a PD / LGD model to estimate our base allowance for credit losses, in which the estimated loss is equal to the product of PD and LGD. Historical net finance receivables are tracked over the term of the pools to identify the incidences of loss (PDs) and the average severity of losses (LGDs).

To enhance the precision of the allowance for credit loss estimate, we evaluate our finance receivable portfolio on a pool basis and segment each pool of finance receivables with similar credit risk characteristics. As part of our evaluation, we consider loan portfolio characteristics such as product type, loan size, loan term, internal or external credit scores, delinquency status, geographical location, and vintage. Based on analysis of historical loss experience, we selected the following segmentation: product type, FICO score, and delinquency status.

As finance receivables are originated, provisions for credit losses are recorded in amounts sufficient to maintain an allowance for credit losses at an adequate level to provide for estimated losses over the contractual life of the finance receivables (considering the effect of prepayments). Subsequent changes to the contractual terms that are a result of re-underwriting are not included in the

finance receivable's contractual life (considering the effect of prepayments). We use our segmentation loss experience to forecast expected credit losses. Historical information about losses generally provides a basis for the estimate of expected credit losses. We also consider the need to adjust historical information to reflect the extent to which current conditions differ from the conditions that existed for the period over which historical information was evaluated. These adjustments to historical loss information may be qualitative or quantitative in nature.

Macroeconomic forecasts are required for our allowance for credit loss model and require significant judgment and estimation uncertainty. We consider key economic factors, most notably unemployment rates, to incorporate into our estimate of the allowance for credit losses. We engaged a major rating service provider to assist with compiling a reasonable and supportable forecast which we use to support the adjustments of our historical loss experience.

Due to the judgment and uncertainty in estimating the expected credit losses, we may experience changes to the macroeconomic assumptions within our forecast, as well as changes to our credit loss performance outlook, both of which could lead to further changes in our allowance for credit losses, allowance as a percentage of net finance receivables, and provision for credit losses. Potential macroeconomic changes have created conditions that increase the level of uncertainty associated with our estimate of the amount and timing of future credit losses from our loan portfolio.

Macroeconomic Sensitivity. To demonstrate the sensitivity of forecasting macroeconomic conditions, we stressed our macroeconomic model with 10% increased weighting towards slower near-term growth that would have increased our reserves as of June 30, 2026 by \$1.6 million.

The macroeconomic scenarios are highly influenced by timing, severity, and duration of changes in the underlying economic factors. This makes it difficult to estimate how potential changes in economic factors affect the estimated credit losses. Therefore, this hypothetical analysis is not intended to represent our expectation of changes in our estimate of expected credit losses due to a change in the macroeconomic environment, nor does it consider management's judgment of other quantitative and qualitative information which could increase or decrease the estimate.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.
Interest Rate Risk

Interest rate risk arises from the possibility that changes in interest rates will affect our results of operations and financial condition. We originate finance receivables either at prevailing market rates or at statutory limits. Our finance receivables are structured on a fixed-rate, fixed-term basis. Accordingly, subject to statutory limits, our ability to react to changes in prevailing market rates is dependent upon the speed at which our customers pay off or renew loans in our existing loan portfolio, which allows us to originate new loans at prevailing market rates. Because our large loans have longer maturities than our small loans and typically renew at a slower rate than our small loans, our reaction time to changes may be affected as our large loans change as a percentage of our portfolio.

We also are exposed to changes in interest rates as a result of certain borrowing activities. As of June 30, 2026, the interest rates on 80% of our debt (the securitizations) were fixed. We maintain liquidity and fund our business operations in part through variable-rate borrowings under a senior revolving credit facility and multiple revolving warehouse credit facilities. As of June 30, 2026, the balances and key terms of the credit facilities' interest rate risk were as follows:

Revolving Credit Facility	Debt Balance (in thousands)	Interest Payment Frequency	Floor	Margin	Rate Type	Effective Interest Rate
Senior	\$ 208,137	Monthly	0.5%	2.8%	1-month SOFR	6.4%
RMR IV warehouse	28,516	Monthly	—	2.3%	1-month SOFR	5.9%
RMR V warehouse	43,106	Monthly	—	2.1%	Conduit	6.0%
RMR VI warehouse	30,621	Monthly	—	2.1%	1-month SOFR	5.7%
RMR VII warehouse	29,882	Monthly	—	2.1%	1-month SOFR	5.7%
Total	<u>\$ 340,262</u>					

Based on the underlying rates and the outstanding balances as of June 30, 2026, an increase of 100 basis points in the rates of our revolving credit facilities would result in approximately \$3.4 million of increased interest expense on an annual basis, in the aggregate, under these borrowings.

The nature and amount of our debt may vary as a result of future business requirements, market conditions, and other factors.

ITEM 4. CONTROLS AND PROCEDURES.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our chief executive officer and chief financial officer, evaluated the effectiveness of our disclosure controls and procedures as of June 30, 2026. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

Based on the evaluation of our disclosure controls and procedures as of June 30, 2026, our chief executive officer and chief financial officer concluded that, as of such date, our disclosure controls and procedures were effective. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost–benefit relationship of possible controls and procedures.

Changes in Internal Control

There were no changes in our internal control over financial reporting identified in management’s evaluation pursuant to Rules 13a-15(d) or 15d-15(d) of the Exchange Act during the period covered by this Quarterly Report on Form 10-Q that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

ITEM 1. **LEGAL PROCEEDINGS.**

The Company is involved in various legal proceedings and related actions that have arisen in the ordinary course of its business that have not been fully adjudicated. The Company's management does not believe that these matters, when ultimately concluded and determined, will have a material adverse effect on its financial condition, liquidity, or results of operations.

ITEM 1A. **RISK FACTORS.**

There have been no material changes to our risk factors from those included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2025, other than the risk factor set forth in Part II, Item 1A, "Risk Factors" in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2026. In addition to the other information set forth in this report and in our other reports and statements that we file with the SEC, you should carefully consider the factors discussed in Part I, Item 1A, "Risk Factors" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2025 (which was filed with the SEC on February 20, 2026), which could materially affect our business, financial condition, and/or future operating results. The risks described in our Annual Report on Form 10-K are not the only risks facing our company. Additional risks and uncertainties not currently known to the Company or that the Company currently deems to be immaterial also may materially and adversely affect the Company's business, financial condition, and/or operating results.

ITEM 2. **UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.**

The following table provides information regarding our share repurchase transactions (excluding both commissions and excise taxes) during the three months ended June 30, 2026:

Period	Issuer Purchases of Equity Securities			
	Total Number of Shares Purchased	Weighted-Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Program (1)
April 1, 2026 — April 30, 2026	136,325	\$ 36.68	136,325	\$ 20,000,039
May 1, 2026 — May 31, 2026	—	—	—	\$ 20,000,039
June 1, 2026 — June 30, 2026	—	—	—	\$ 20,000,039
Total	136,325	\$ 36.68	136,325	

(1) On December 2, 2024, we announced that our Board had authorized the repurchase of up to \$30.0 million of our outstanding shares of common stock. The authorization was effective immediately and extended through December 31, 2026. On November 5, 2025, we announced that our Board had approved a \$30.0 million increase in the amount authorized under the stock repurchase program announced in December 2024, from \$30.0 million to \$60.0 million. The authorization was effective immediately and extends through June 30, 2027.

ITEM 5. **OTHER INFORMATION.**

During the three months ended June 30, 2026, none of the Company's officers or directors adopted or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement," as such terms are defined in Item 408(a) of Regulation S-K.

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ITEM 6. EXHIBITS.

Exhibit Number	Exhibit Description	Filed Herewith	Incorporated by Reference			
			Form	File Number	Exhibit	Filing Date
10.1	First Amendment to the Loan and Security Agreement, dated as of April 28, 2026, by and among Regional Management Corp. and its subsidiaries named as borrowers therein, the financial institutions named as lenders therein, and Bank of Montreal, as agent.		8-K	001-35477	10.1	05/04/2026
10.2	Amendment No. 8 to the Credit Agreement, dated as of April 28, 2026, by and among Regional Management Corp., as servicer, Regional Management Receivables IV, LLC, as borrower, the lenders party thereto, Wells Fargo Bank, National Association, as administrative agent, and Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association, acting through its Corporate Trust Services division, including its successors and permitted assigns, as account bank, securities intermediary, and backup servicer.		8-K	001-35477	10.2	05/04/2026
10.3	Amendment No. 8 to the Credit Agreement, dated as of April 28, 2026, by and among Regional Management Corp., as servicer, Regional Management Receivables V, LLC, as borrower, the lenders from time to time parties thereto, Computershare Trust Company, National Association, acting through its Corporate Trust Services division, including its successors and permitted assigns, as account bank and backup servicer, and JPMorgan Chase Bank, N.A., as administrative agent.		8-K	001-35477	10.3	05/04/2026
10.4	Fourth Amendment to Credit Agreement and Consent, dated as of April 28, 2026, by and among Regional Management Corp., as servicer, Regional Management Receivables VI, LLC, as borrower, the lenders parties thereto, and Regions Bank, as administrative agent and securities intermediary, and Computershare Trust Company, N.A. as backup servicer.		8-K	001-35477	10.4	05/04/2026
10.5	Fourth Amendment to Credit Agreement and Consent, dated as of April 28, 2026, by and among Regional Management Corp., as servicer, Regional Management Receivables VII, LLC, as borrower, the lenders parties thereto, Computershare Trust Company, N.A. as securities intermediary and backup servicer, and BMO Capital Markets Corp., as administrative agent.		8-K	001-35477	10.5	05/04/2026
10.6†	Regional Management Corp. 2024 Long-Term Incentive Plan (as Amended and Restated Effective as of May 14, 2026).		8-K	001-35477	10.1	05/19/2026

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Exhibit Number	Exhibit Description	Filed Herewith	Incorporated by Reference			
			Form	File Number	Exhibit	Filing Date
31.1	Rule 13a-14(a) / 15(d)-14(a) Certification of Principal Executive Officer	X				
31.2	Rule 13a-14(a) / 15(d)-14(a) Certification of Principal Financial Officer	X				
32.1	Section 1350 Certifications	X				
101.INS	XBRL Instance Document—the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document					
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents					
104	Cover Page Interactive Data File—the cover page XBRL tags are embedded within the Inline XBRL document contained in Exhibit 101					

† Indicates a management contract or a compensatory plan, contract, or arrangement.

SIGNATURE

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

REGIONAL MANAGEMENT CORP.

Date: July 31, 2026

By: /s/ Harpreet Rana

Harpreet Rana, Executive Vice President and
Chief Financial and Administrative Officer
(Principal Financial Officer and Duly Authorized Officer)

Certain information contained in this document, marked by brackets, has been omitted because it is both (i) not material and (ii) is the type that the registrant treats as private or confidential.

PROGRAM MANAGEMENT AGREEMENT

This PROGRAM MANAGEMENT AGREEMENT (together with all Program Schedules, exhibits, schedules and addenda, including as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of March 1, 2026 (the "Effective Date"), is made by and between COLUMN NATIONAL ASSOCIATION, a national banking association ("Bank"), and REGIONAL MANAGEMENT CORP., a Delaware corporation ("Company").

RECITALS

WHEREAS, Company facilitates the origination of consumer loans on a nationwide basis;

WHEREAS, Bank is in the business of providing various banking services, including the maintenance of deposit accounts, card offerings and services, and other financial services and products customarily provided by an insured depository institution ("Services"); and

WHEREAS, the Parties desire to establish one or more programs under which the Parties will cooperate to offer customers various banking services through the Platform, as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the terms, conditions and mutual covenants and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Company mutually agree as follows:

ARTICLE 1

DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions. Unless otherwise defined, capitalized terms used in the Agreement and in the applicable Program Schedules shall have the meanings ascribed as follows:

"Account" means, as applicable, (i) a deposit account issued to an Accountholder; (ii) a sub-account of any omnibus account established and maintained by Bank and allocated to a specific Accountholder; (iii) Consumer Credit Product originated by Bank; or (iv) such other accounts issued to Accountholders by Bank for the receipt of Services in connection with a Program.

"Account Agreement" means (i) the agreement between Bank and an Accountholder containing the terms and conditions governing the Account, including all disclosures required by Applicable Law and Bank's privacy notice or (ii) a Loan Agreement.

"Account Application" means an application for an Account made by an Applicant to Bank through the Platform or other approved channels. "Account Application" includes any conditional acceptance that a Person submits to the Bank for a firm offer of credit.

"Accountholder" means (i) a Person to whom Bank issues an Account or that otherwise receives Services in connection with a Program or (ii) a Borrower.

"Accountholder Data" means all data or information pertaining to Accountholders, including information (i) provided by an Applicant or Accountholder to obtain an Account or Services; (ii) about an Accountholder resulting from any transaction involving a Program, Account or Service; or (iii) otherwise obtained or generated by a Party or their subcontractors in the course of their activities in connection with this Agreement, a Program, or a Service. "Accountholder Data" includes, but is not limited to, "Cardholder Data" as defined under PCI-DSS and nonpublic personal information as

defined under the Gramm-Leach-Bliley Act of 1999 and implementing regulations that is subject to protection from publication under Applicable Laws; provided Accountholder Data shall not include aggregate data that does not identify any specific Applicant or Accountholder.

"Accountholder File" means the information and documentation collected by and relied on by Company in verifying the identity of an Applicant or Accountholder, and any and all information and documentation collected as part of Company's customer due diligence and enhanced due diligence processes in accordance with Company's policies and procedures approved by Bank for use in a Program. The Accountholder File includes but is not limited to the information and documentation set forth in Exhibit E of this Agreement.

"ACH" means the Automated Clearinghouse.

"Affiliate" means, with respect to a Party, a Person who directly or indirectly controls, is controlled by or is under common control with the Party. For the purpose of this definition, the term "control" (including with correlative meanings, the terms controlling, controlled by and under common control with) means the power to direct the management or policies of such Person, directly or indirectly, through the ownership of fifty percent (50%) or more of the voting securities of such Person.

"Affiliated Critical Service Provider" has the meaning set forth in Section 3.10.3.

"Applicable Law" means all federal, state and local laws, statutes, regulations and orders applicable to a Party or relating to or affecting any aspect of any Program, including the Accounts and the Program promotional and marketing materials, all requirements of any Regulatory Authority having jurisdiction over a Party, and Network Rules, as any such laws, statutes, regulations, orders and requirements may be amended and in effect from time to time during the Term.

"Applicant" means a Person who has completed an Account Application.

"Approved Channels" means types of marketing channels through which the Program may be offered to Persons, (e.g., store fronts, direct mail), in each case, as approved by Bank in writing, in its sole discretion. For example, offering the Program through store fronts or through online lead generators are types of marketing channels that require the Bank's written approval.

"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to Bank and/or Company, or their Affiliates, as applicable, from time to time concerning or relating to bribery or corruption.

"Anti-Money Laundering Laws" means all anti-money laundering laws, rules and regulations of any jurisdiction applicable to Bank and/or Company, or their Affiliates, as applicable, including the Bank Secrecy Act, 31 U.S.C. § 5311 et seq., and Regulation X promulgated thereunder, the applicable sections of the Patriot Act and implementing regulations related to Know-Your-Customer and Customer Identification Programs.

"[***]" means [***].

"Beneficial Owner" has the meaning assigned under 31 C.F.R. § 1010.230(d), including as it may be amended from time to time.

"BIN" means a bank identification number or similar identifier assigned to Bank by a Network for the purposes of identifying and routing electronic payment transactions.

"Borrower" means, with respect to any Consumer Credit Product, each Person who is a borrower under such Consumer Credit Product and each other obligor (including any co-signor or guarantor) of the payment obligation for such Consumer Credit Product.

"Brand Guidelines" means Bank's policies and requirements for Company's use of Bank's Marks in connection with a Program, which may be updated from time to time upon written notice to Company.

"Business Day" means any day, other than (i) a Saturday or Sunday or (ii) a day on which banking institutions in the State of California are authorized or obligated by law or executive order to be closed.

"Change of Control" means (i) an acquisition of Control of a Party by any Person or (ii) the sale by a Party of all or substantially all of its assets to any Person.

"Closed-End Consumer Credit Product" means any closed-end consumer credit products made by Bank that may hereafter be offered under a Program from time to time upon written agreement of the Parties.

"[***]" means [***].

"Confidential Information" means the terms and conditions of this Agreement and any confidential, proprietary or non-public information related to an Account, of an Accountholder or of a Party, including a Party's proprietary marketing plans and objectives, that is furnished to the other Party, either directly or indirectly, in writing, orally or by inspection of intangible objects (including, documents), in connection with this Agreement. "Confidential Information" includes (i) the Program Policies; (ii) business information (including products and services, employee information, business models, know-how, strategies, designs, reports, data, research, financial information, pricing information, corporate client information, market definitions and information, and business inventions and ideas), and (iii) technical information including software, source code, documentation, algorithms, models, developments, inventions, processes, ideas, designs, drawings, hardware configuration, and technical specifications, including computer terminal specifications, the source code developed from such specifications.

"Consumer Product" means an Account issued by Bank and other Consumer Credit Product originated by Bank pursuant to a Program.

"Consumer Credit Product" means each Closed-End Consumer Credit Product and each Open-End Consumer Credit Product originated by Bank pursuant to a Program.

"[***]" means [***].

"Control" means the possession either directly or indirectly of the power to direct or cause the direction of a Person's management or policies whether through the ownership of voting securities, by contract or otherwise. Such control shall be presumed in the event that a third party acquires fifty percent (50%) or more of the voting securities of such Person.

"Control Person" means, with respect to Company, (i) any officer, director, manager, shareholder or member of Company, (ii) any Person participating in the Control of Company's business, and (iii) any Person having the power to direct the management or policies of Company.

"Critical Service Provider" means any Service Provider that (i) has access to, stores, transmits, or processes Accountholder Data; (ii) interacts directly with, or has a significant impact on, Applicants and Accountholders in connection with a Program; (iii) involves significant Bank functions or other activities that could cause Bank to face significant risk if such Critical Service Provider fails to meet expectations; (iv) requires significant Bank investment or resources to implement such service or manage the risk; or (v) has otherwise been determined by Bank, in its sole, reasonable discretion, to be a Critical Service Provider; provided, however, that Bank may in its sole discretion determine and communicate in writing that a Service Provider that meets this definition of Critical Service

Provider will not be treated as a Critical Service Provider under this Agreement or will not be subject to certain requirements otherwise applicable to a Critical Service Provider under this Agreement.

“FDIC” means the Federal Deposit Insurance Corporation.

“Financial Covenants” means each of the following:

- (i) As of the end of each fiscal month, the sum of the Company's Unrestricted Cash and committed availability under financing lines or forward flow agreements shall be [***]; and
- (ii) As of the end of each fiscal month, Company shall have a Leverage Ratio not to exceed (a) [***]; or (b) [***].

“Financing Transaction” has the meaning set forth in that certain Consumer Loan Program Schedule attached as Schedule 1 hereto.

“GAAP” means United States generally accepted accounting principles.

“Government List” means (i) the Annex to Presidential Executive Order 13224 (Sept. 23, 2001), (ii) OFAC's most current list of “Specifically Designated National and Blocked Persons” (which list may be published from time to time in various mediums including the OFAC website, <http://www.treasury.gov/ofac/downloads/t11sdn.pdf> or any successor website or webpage) and (iii) any other list of terrorists, terrorist organizations or narcotics traffickers maintained by a Regulatory Authority that Bank notifies Company in writing is now included in “Government List.”

“Insolvent” means, with respect to any specified Person, the failure of such Person to pay debts in the ordinary course of business, the inability of such Person to pay its debts as they come due or the condition whereby the sum of such Person's debts is greater than the sum of its assets.

“Intellectual Property” means, with respect to the applicable materials, all right, title and interest in all intellectual property rights, including but not limited to, Marks, rights in patents, trade secrets, copyrights, trademarks, trade dress and service marks, and including but not limited to the right to distribute, sell, modify, reproduce, publish, display, perform, prepare derivative works and all other intellectual property rights relating thereto.

“Interagency Guidance on Third-Party Relationships” means the Interagency Guidance on Third-Party Relationships: Risk Management (88 Fed. Reg 37920, June 6, 2023) jointly issued by The Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation and the Office of the Comptroller of the Currency, or such successor or replacement guidance on third-party risk management as may be in effect from Bank's Regulatory Authorities from time to time.

“Leverage Ratio” means, as of the end of any calendar month, the ratio of (a) [***] to (b) [***] .

“Loan” means a consumer loan in connection with Closed-End Consumer Credit Products made by Bank to a Borrower under the Program.

“Loan Advance” means, with respect to any Open-End Consumer Credit Product, an extension of credit made by Bank to a Borrower under the Program pursuant to an Account.

“Loan Agreement” means the agreement between Bank and a Borrower containing the terms and conditions governing the Consumer Credit Product, including all disclosures required by Applicable Law and Bank's privacy notice.

"Losses" means all claims, actions, liability, losses, judgments, damages, settlements, orders, offsets, fines, penalties and costs and expenses of any nature, including reasonable attorneys' fees. Losses do not include internal personnel costs.

"Marks" means a Party's trademarks, trade names, service marks, logos, brands, corporate names, trade dress, domain names, social media usernames, and other source identifiers or indicia of goods or services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, and all issuances, extensions, and renewals of such registrations and applications, and all goodwill associated with any of the foregoing.

"Marketing Materials" means any advertisements, brochures, applications, promotional materials, telemarketing scripts and any other marketing materials or Accountholder-facing communications (whether oral, in print, on the internet, over the phone or in any other medium) relating to a Program, including all marketing and advertising in paper, video, radio, or electronic or other formats, electronic web pages, electronic web links and any other type of promotional materials related to a Program, and any such promotional materials sent to, or the scripts or templates used in connection with oral promotional communications with an Accountholder or potential Applicant.

"Material Adverse Effect" means, with respect to a Party, an event, change, or occurrence that individually or together with any other event, change, or occurrence, has a material adverse impact on (i) the financial position, business, or results of operations of such party, taken as a whole, or (ii) the ability of such party to perform its obligations under this Agreement or any Program Schedule.

"NACHA" means the National Automated Clearinghouse Association.

"Network" means, individually and collectively, NACHA, the payment card networks (Visa, Mastercard, etc.), and any other applicable payments network.

"Network Rules" means the by-laws and operating rules of any Network as in effect on the date hereof and as the Network may amend from time to time, including PCI DSS.

"[*]"** means [***].

"Open-End Consumer Credit Product" means any open-end consumer credit products issued by Bank that permit a Borrower to repeatedly access replenishable credit from time to time and may hereafter be offered under a Program from time to time upon written agreement of the Parties.

"Party" means either Company or Bank, as applicable, and **"Parties"** means Company and Bank.

"Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT ACT) of 2001, as the same may be amended from time to time, and corresponding provisions of future laws.

"PCI DSS" means the Payment Card Industry Data Security Standards promulgated by the Payment Card Industry Security Standards Council.

"Person" means any individual or legal entity, including a corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, governmental entity or other entity of similar nature.

"Platform" means the computer software, proprietary system information, and related technology and documentation, developed and owned by, or licensed by third parties to, Company relating to any facilitation services of deposit or credit products, including the facilitation of the origination of consumer loans by lenders on a nationwide basis, including any mobile application or website operated by Company, and all Intellectual Property rights therein owned by Company or licensed

by third parties to Company; provided that the Platform does not include any Intellectual Property rights owned by Bank or licensed by third parties to Bank.

"Privacy Laws" means all federal, state and local laws and regulations related to privacy, all as they may be amended, supplemented or interpreted in writing from time to time by any applicable Regulatory Authority.

"Processor" means a Critical Service Provider engaged by Company to process transactions and maintain a system of records associated with a Program and Accounts.

"Program" means a program in which Bank makes or issues Accounts to Persons, as contemplated by any Program Schedule. The Parties acknowledge that multiple Programs may exist under this Agreement based on meaningful differences, including but not limited to, Bank product terms and functionality, distribution locations, and Accountholder characteristics. All Programs shall be subject to the terms hereof and the prior written approval of Bank. For the avoidance of doubt, "Program" does not include any product or service provided by Company or a third party to Persons that are unrelated to a Program or are otherwise not provided by Company or its Affiliates as a service provider to Bank or servicer of the Program. For the avoidance of doubt, any credit directly originated by Company or its Affiliates or any other third party (except Bank) is not considered part of the Program.

"Program Documents" means this Agreement, all Program Schedules, and all Servicing Agreements and Purchase Agreements.

"Program Policies" means the policies developed by Company in accordance with Applicable Law and this Agreement and approved by Bank, in its sole discretion, from time to time to govern the compliance and operation of each Program as set forth in Exhibit A.

"Program Guidelines" means the written guidelines for the administration of a Program, including but not limited to any risk and compliance program requirements, as set forth by Bank and which may be updated from time to time.

"Product Documents" means any Account Agreement and Account Application (which may be in the form of digital field indicators), and any other individualized documents provided to Accountholders.

"Product Launch" means the date on which the Parties first make a particular Program available to prospective Applicants, but shall not include any alpha or beta testing of such Program. For the avoidance of doubt, any alpha or beta testing of the Program shall not be considered the "Product Launch."

"Proprietary Materials" means certain pre-existing materials, information, tools, content, forms, or models developed or obtained by a Party outside and independent of this Agreement, any schedule, addendum or the performance of the respective obligations of such Party under this Agreement, which such Party may incorporate into any work product or use in the performance of its respective obligations under this Agreement.

"Purchase Agreement" means any agreement pursuant to which Bank agrees to sell an Account or Receivables to a Purchaser, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Purchaser" means Regional Management Corp., a Delaware corporation or such other entity as may be disclosed pursuant to the Purchase Agreement.

"Receivable" means, with respect to any Loan Advance, the right to any and all payments from or on behalf of the Borrower in respect of such Loan Advance, including the right to payment of any existing or

future interest charges associated with such Loan Advance, and includes all rights of Bank to payment under the Account Agreement with respect to such Loan Advance.

“Regulatory Authority” means any federal, state or local regulatory agency or other governmental agency or authority having jurisdiction over or exercising regulatory oversight with respect to a Party, including, but not limited to, the Office of the Comptroller of the Currency, the Federal Reserve Board, the Federal Deposit Insurance Corporation and the Consumer Financial Protection Bureau (except that nothing herein shall be deemed to constitute an acknowledgement by Bank that any Regulatory Authority other than the Office of the Comptroller of the Currency has jurisdiction over or exercises regulatory oversight with respect to Bank).

“Reserve Account(s)” has the meaning set forth in Section 10.6.2.

“Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government or under Applicable Law, including those administered by the OFAC or the U.S. Department of State.

“Sanctioned Person” means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, (b) any Person operating, organized or resident in a sanctioned country, as identified by OFAC or the U.S. Department of State from time to time, or (c) any Person controlled by any such Person.

“Security Breach” means a Bank Security Breach of Company Data, Bank Security Breach of Accountholder Data, or Company Security Breach, as appropriate.

“Service Provider” means any vendor, service provider or subcontractor retained, directly or indirectly, by Company that fulfills any or all of Company’s obligations under this Agreement or any Program Schedule. The term “Service Provider” includes a Critical Service Provider.

“Servicer” means Regional Management Corp., a Delaware corporation or such other entity as may be disclosed pursuant to the terms of a Program Document.

“Servicing Agreement” means that certain Servicing Agreement, dated as of the date hereof, by and between Bank and Servicer, as the same may be amended, restated, supplemented or otherwise modified from time to time, relating to the servicing of Accounts.

“[***]” means [***].

“Underwriting Criteria” means the Bank’s underwriting criteria as set forth in the Program Policies, and as amended from time to time, to be used by Company in reviewing Account Applications on behalf of Bank.

“Unrestricted Cash” means, with respect to any Person, as of any date of determination, the cash and cash equivalents of such Person and its consolidated subsidiaries that would not appear as “restricted,” in accordance with GAAP, on the consolidated balance sheet of such Person and its consolidated subsidiaries.

“Whole Loan Transfer” has the meaning set forth in that certain Consumer Loan Program Schedule attached as Schedule 1 hereto.

1.2 Rules of Interpretation.

1.2.1As used in this Agreement and each Program Schedule and unless otherwise stated, the [***] shall not mean or otherwise be construed to mean that: [***].

1.2.2 All references to “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation.”

1.2.3 The word “or” means both “and” and “or,” except where the context clearly indicates that the Parties intend “or” to designate alternatives only, including when the word “either” or similar words or phrases are used.

1.2.4 The words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole.

1.2.5 References to any law or regulation refer to that law or regulation as amended from time to time and include any successor law or regulation.

1.2.6 References to another agreement, instrument or other document means such agreement, instrument or other document as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

1.2.7 References to “dollars” or “\$” shall be to United States dollars unless otherwise specified herein.

1.2.8 Unless otherwise specified, all references to days, months or years shall be deemed to be preceded by the word “calendar.”

1.2.9 All references to “quarter” shall be deemed to mean calendar quarter.

1.2.10 Unless otherwise specified, all references to an article, section, subsection, exhibit or schedule shall be deemed to refer to, respectively, an article, section, subsection, exhibit or schedule of or to this Agreement, except that such references in a Program Schedule shall be deemed to refer to, respectively, an article, section, subsection, exhibit or schedule of or to such Program Schedule.

1.2.11 Unless the context otherwise clearly indicates, words used in the singular include the plural and words in the plural include the singular.

1.2.12 In connection with the computation of any time period, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding.”

1.3 Parties’ Responsibilities Not Waived. Neither the giving of any consent or approval by a Party to the other Party, nor a Party’s failure to maintain adequate controls or oversight, shall relieve the other party of any obligation under this Agreement.

1.4 Conflict Among Documents. To the extent practicable, this Agreement and all Program Schedules shall be interpreted to give effect to all terms herein and therein, and to avoid any conflict of terms. In the event of a conflict, unless otherwise expressly provided herein or therein, the terms of any Program Schedule shall prevail over any inconsistent term in this Agreement.

ARTICLE 2

PROGRAMS AND SERVICES

2.1 Establishment of Programs.

2.1.1 **General.** The Parties agree to establish and offer to Persons through the Platform and other Approved Channels one or more programs, under which Bank shall issue Accounts and for which Company shall act as Bank’s service provider and program manager. This Agreement sets forth the understanding between Bank and Company with respect to the Programs and Accounts generated

thereunder, and the performance by Bank and Company of various services relating to such Programs and Accounts as the Parties may mutually agree to offer as part of a Program. Company shall perform the services and functions described herein on behalf of Bank as its service provider.

2.1.2Program Schedules. Each Program shall be documented by a schedule that will be attached to this Agreement in numbered, sequential order (each, a "Program Schedule"). Company may request to establish a new Program by submitting a business case with such information as Bank may require to Bank for its approval in its sole discretion. If approved by Bank in its sole discretion, the Parties shall mutually agree on the terms governing such new Program, including the fees applicable thereto, and attach those terms hereto as a new Program Schedule.

2.1.3Program Modification. Bank may require amendments, modifications or changes to any aspect of a Program, including Company's Platform, terms of services, or any disclosures related to a Program, in Bank's sole good faith discretion to (i) ensure compliance with Applicable Law and Network Rules; (ii) mitigate the risk of fraud, unauthorized transactions, or other Losses; (iii) otherwise address compliance, credit, financial, or reputational risks to Bank arising from or related to a Program; (iv) comply with a judicial or regulatory interpretation of Applicable Law; or (v) comply with the direction or request of a Regulatory Authority or Network; provided however, in the event Bank requests a change based on (i) or (iv) of this paragraph, Bank will (a) provide Company with a written legal basis explaining the Bank's interpretation and (b) engage in good faith discussions with the Company regarding such amendments, modifications or changes to the Program. Company will make any such required modifications to the Program as soon as commercially possible but in no event later than ninety (90) days unless a longer period of time is agreed to by the Parties; provided, however, that (1) in the case of (v) of this paragraph, Company will make any such required modifications to the Program by any earlier date mandated by a Regulatory Authority or Network and (2) if the modification is being made to address or remedy a breach of this Agreement by Company or otherwise mitigate material risk to Bank or the Program, Company will make any such required modifications to the Program within thirty (30) days or less, or such other time as agreed upon by the Parties. The Parties agree that Company shall bear all reasonable expenses incurred by either Party in making any material modifications to a Program.

2.1.4Escalation Procedure for Program Modifications

2.1.4.1 Either Party may escalate the discussion of a Program modification proposed by Bank under any Program Document (each, an "Escalated Matter") to a set of escalation managers with familiarity with the Program and the legal issues applicable to the Program ("Escalation Managers"), one designated from each Party, who shall attempt to resolve the Escalated Matter (each, a "Referral"). The Escalation Managers shall meet as soon as practicable to resolve the Escalated Matter within ten (10) days of such Referral, and in each case will attempt to resolve the Escalated Matter in good faith.

2.1.4.2 In the event the Escalation Managers are unable to resolve an Escalated Matter referred to them within the timeframes set forth in Section 2.1.4.1, then such matter shall be escalated to the Parties' CEOs (or such other executive with appropriate decision-making authority for such matter) and, if not resolved by the CEOs (or applicable executives) within ten (10) days of escalation, the Escalated Matter shall remain open and the Bank's Program modification shall be accepted, provided that the Company may, at the conclusion of the CEO discussion period, terminate this Agreement, and provided further that (i) if the Escalated Matter is a legal or compliance matter, the Company must first obtain and provide to Bank a formal legal opinion or memorandum (the form of which shall be reasonably agreed upon by the Parties) of a nationally-recognized law firm with experience in the Escalated Matter supporting the Company's position in the Escalated Matter, (ii) following Bank's review of such legal opinion or memorandum (as applicable), the Parties remain in disagreement with respect to the Escalated Matter; and (iii) acceptance of such Escalated Matter will have a Material Adverse Effect with respect to Company.

2.1.5Proposed Modifications. Company may propose modifications, amendments, or changes to any aspect of the Program to the Bank from time to time. Company must provide an explanation of the reason(s) for the change and any reasonable supporting documentation. Company may request Bank to review and approve or disapprove the proposed change within a certain mutually agreed-upon

reasonable period of time after submission of the proposed change. Bank will use good faith efforts to review and approve or disapprove the proposed Program change within such mutually agreed-upon reasonable period of time.

2.2 Program Manager. Subject to the terms and conditions of this Agreement, Bank hereby appoints Company as Bank's exclusive service provider and program manager for the limited purposes of (i) developing and marketing the Programs; (ii) providing Accountholders access to the Accounts through the Platform; and (iii) performing any other services required hereunder or by Bank, pursuant to this Agreement. In connection with this appointment, Company acknowledges and agrees that:

2.2.1 All Accounts and Services offered to Accountholders through the Program(s) are services of Bank and, notwithstanding any other relationship with Company, Accountholders are Bank customers, including for purposes of Applicable Law;

2.2.2 Bank has ultimate control and continued oversight over the Programs, including the right to (i) monitor and review Company's activities in connection with the Programs; (ii) require modifications to Programs as described herein; and (iii) determine the terms and conditions of any Account and Product Documents;

2.2.3 Bank's Regulatory Authorities have the statutory authority to regulate, examine, and take enforcement action against Company with respect to its activities as a service provider to Bank;

2.2.4 As Bank's service provider and program manager, Company will perform services and obligations under this Agreement, consistent with Company's obligation to comply with Applicable Law, and Company's compliance activities in connection with each Program shall ensure the Programs achieve and remain, in compliance with Applicable Law, including as applicable to Bank;

2.2.5 All marketing materials and any Account Agreement will appropriately identify Bank as the issuer of the Accounts, the originator of any Consumer Credit Products, and the provider of Services;

2.2.6 Bank shall have no obligation to honor any transaction instruction, entry, file, payment order, or other request from Company or an Accountholder that Bank reasonably believes (i) exceeds the available balance in the relevant Account (as applicable to Open-End Consumer Credit Product); (ii) would violate Applicable Law, Network Rules (as applicable to Open-End Consumer Credit Product), the Program Policies, or Bank's applicable policies and procedures; (iii) may not have been duly authorized or represents a fraudulent transaction; or (iv) may involve funds subject to a hold, dispute, restriction, or legal process;

2.2.7 To the extent permitted by Applicable Law and the Account Agreement, Bank may suspend or direct Company to suspend some or all Account functions or transactions if Bank reasonably believes such action is necessary to protect Bank, Company or Accountholders, comply with Applicable Law, or to deter or mitigate the risk of fraud, unauthorized transactions, or other illegal activity.

2.2.8 To the extent there is a dispute between Bank and Company with respect to interpretation of provisions of Applicable Law, the Parties shall have appropriate personnel from each of the Party's legal teams, as the Parties deem necessary, to meet to discuss in good faith how to resolve the dispute. If the Parties cannot reach an agreement on how to comply with Applicable Law within five (5) Business Days of a Party informing the other Party of the disputed interpretation, or such other time as agreed upon by the Parties, Bank shall have the sole and exclusive right to determine the Applicable Law that applies to each Program and what activities are necessary to comply with such Applicable Law.

2.3 Product Launch. Prior to each Product Launch, Company shall have: (i) accomplished technical integration with Bank's systems and/or any other required systems, including pre-implementation validation and testing, (ii) completed all necessary contracts required for Company to perform under this Agreement and the particular Program Schedule, including engaging Critical Service Providers; (iii) obtained Bank's approval of all Program Policies; and (iv) accomplished any other condition specified by Bank in its sole,

good faith discretion, including as may be detailed in any Program or Program Schedule. Bank shall determine, in its sole good faith discretion, whether the conditions for the Product Launch have been satisfied.

2.4 [***]. During the Term, (i) Bank shall [***]; and (ii) Company shall [***]. [***].

ARTICLE 3

COMPANY OBLIGATIONS

3.1 General. Company shall establish and maintain a risk management program designed to ensure compliance with Applicable Law and any other Bank requirements provided in the Program Guidelines in the performance of Company's obligations under this Agreement, including any obligations set forth in a Program Schedule or Program Documents ("Risk Management Program"), which shall be subject to Bank's review and approval prior to Product Launch. As part of Company's Risk Management Program, Company shall be responsible for developing, implementing, maintaining, and complying with Program Policies and related procedures in accordance with Applicable Law, this Agreement, and any Program Documents. Prior to making a material change to the Risk Management Program, Company will submit the material change to Bank for review and approval in its sole discretion. Bank shall not unreasonably withhold, condition, or delay such approval. Company acknowledges that Bank retains the authority, in its sole discretion, to require Company to revise the Program Policies, or, as necessary, implement new policies and procedures, except that modification of the policies and procedures for servicing and collection of Purchased Loans will be subject to the limitations set forth in the Servicing Agreement. Company shall comply with the Program Policies and Applicable Law when performing services for Bank in the Programs or with respect to the Programs.

3.2 Compliance Management System. In connection with Company's Risk Management Program, Company shall establish and maintain a compliance management system that (i) complies with all Applicable Laws, (ii) is consistent with the examination manuals on or related to compliance management systems of each Regulatory Authority (including, as applicable, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Federal Financial Institutions Examination Council, and the Consumer Financial Protection Bureau), (iii) is consistent with Bank's achieving at least a "satisfactory" rating under the FFIEC consumer compliance rating system and (iv) meets the Program Policies and Program Guidelines, as amended from time to time (the "Compliance Management System" or "CMS"). In connection with the CMS, Company shall:

3.2.1 Develop and implement the CMS to provide an internal control process for Company's business functions and processes, the elements of which shall include (i) an overall policy statement governing the CMS; (ii) specific procedures for approvals of additions or changes to the CMS, including a description of items subject to the CMS, a process for internal review and approval by Company and its legal counsel and a process for internal review and approval by Bank and its legal counsel; (iii) a compliance training program for all officers, directors, employees, and agents that will support the Programs; (iv) appointment of a dedicated compliance officer for purposes of each Program, acceptable to Bank, who shall oversee reviews of Company's compliance with Applicable Law and this Agreement; and (v) appropriate oversight by Company's management.

3.2.2 Provide to Bank in writing a report by the Company's compliance officer of the results of any audits or reviews of any Program conducted by Company, promptly following the completion of any such audit or review, and identify significant issues to be addressed (if any), as well as Company's resolutions of such issues (if applicable).

3.3 AML Obligations. In connection with Company's Risk Management Program:

3.3.1 Company shall comply and cause each of its Affiliates and Critical Service Providers to take action to enable Bank to comply with all applicable Anti-Money Laundering Laws, Anti-Corruption Laws and

Sanctions, and shall implement customer identification, anti-money laundering, transaction screening, incident reporting, and Office of Foreign Assets Control ("OFAC") programs approved by Bank designed specifically to address the Anti-Money Laundering Laws and Sanctions, and associated risks posed by or associated with each Program. Without limiting the generality of the foregoing, Company shall develop, administer, and maintain (i) an anti-money laundering ("AML") program consistent with the requirements of the federal Bank Secrecy Act (BSA), and its implementing rules as interpreted and enforced by the Financial Crimes Enforcement Network, as applicable to banking institutions (31 C.F.R. Part 1020); and (ii) procedures for complying with U.S. sanctions laws and other requirements enforced by OFAC (collectively, the "AML Program"). The AML Program must, at a minimum, provide for (i) a designated AML and sanctions compliance officer responsible for managing Company's compliance with the AML Program; (ii) appropriate and ongoing training for Company personnel; (iii) policies and procedures for (A) verifying the identity of each Applicant and Accountholder at Account opening or Consumer Credit Product origination, as applicable, and on an on-going basis; (B) screening each Applicant and Accountholder at Account opening or Consumer Credit Product origination, as applicable, and on an on-going basis against OFAC's list of Specially-Designated Nationals and Blocked Persons List and any other such list used by OFAC or other Regulatory Authority, notifying Bank of any matches, and cooperating with Bank to take any necessary actions; (C) performing customer due diligence and enhanced due diligence; (D) monitoring and reporting suspicious activity to Bank; (E) annual independent audits of the AML Program with the results thereof provided to Bank; and (F) retaining AML-related records, including all information relied on as part of Company's customer identification procedures, for at least five (5) years after an Account is closed.

3.3.2In connection with opening an Account under a Program, Company shall promptly, but in all cases no later than thirty (30) days after Account opening, provide to Bank the Accountholder File in a format designated by Bank; provided, however, Company shall provide to Bank an Accountholder's name, address, date of birth, and tax identification number immediately at Account opening. Company will promptly, but in all cases no later than five (5) Business Days after becoming aware of any updates to any aspect of an Accountholder File relied on by Company in verifying the identity of an Accountholder or after any request made by Bank to update an Accountholder File, provide Bank with the updated Accountholder File. If Bank notifies Company (which may include email notification to Company's Escalation Manager) that an Accountholder File received from Company is incomplete, Company shall update the Accountholder File as soon as practicable and in any event within three (3) Business Days of Bank's notification or such other time as may be approved by Bank upon reasonable request by Company.

3.3.3Unless a shorter time is otherwise required under this Section 3.3, Company shall provide to Bank electronic copies of any information retained pursuant to this Section 3.3 as requested by Bank, within ten (10) Business Days following receipt of the request by the Company's Escalation Manager, or within a shorter period of time if required by a Regulatory Authority or Applicable Law, and cooperate with Bank in responding to any request for information from government or law enforcement entities.

3.3.4Company shall provide notice to Bank, within two (2) Business Days of receipt, of any written notice of any Anti-Money Laundering Law, Anti-Corruption Law or Sanctions violation or regulatory action involving Company or any of its Affiliates.

3.3.5[***].

3.3.6Company's AML program shall include policies and procedures requiring an annual independent audit of Company's AML Program, as set forth in Section 3.3.1, and Company shall conduct such an audit at Company's sole expense. Company shall provide Bank with the results of its AML audit within five (5) days of Company's receipt of the audit report. Company shall maintain at all times during the Term a current AML audit for Programs, the scope of which shall be consistent with the Bank's requirements, and "current" means that such audit was conducted within the prior twelve (12) month period ("Current AML Audit"). If Company has a Current AML Audit as of the Effective Date, Company shall have provided such report to Bank during the due diligence process or within five (5) days of the Effective Date, at the latest. If Company does not have a Current AML Audit as of the Effective Date, Company's first annual audit shall be conducted, completed, and provided to Bank within twelve (12) months of the Effective Date and, subsequently, every twelve (12) months thereafter. If Company's AML audit produces results

that are not satisfactory to Bank, in Bank's sole discretion, Bank may require additional AML audits in such twelve (12) month period at Company's sole expense. For the avoidance of doubt, Company's obligations under this Section 3.3.6 shall be considered a material obligation under this Agreement.

3.3.7 Company acknowledges that, to the extent any of its Affiliates are involved in a Program, its responsibilities under this Section 3.3 shall also apply to such Affiliates and those Affiliates' personnel.

3.4 UDAP/UDAAP Policies. The Compliance Management System shall include Company's policies and procedures to prevent engaging in any unfair, deceptive, or abusive acts or practices in connection with a Program ("UDAP/UDAAP Policy").

3.5 Information Security.

3.5.1 The Risk Management Program shall include an information security program that is designed to: (i) ensure the security and confidentiality of Accountholder Data held on behalf of Bank; (ii) protect against any anticipated and emergent threats or hazards to security or integrity of such information held on behalf of Bank; (iii) protect against unauthorized access to or use of such information held on behalf of Bank that could result in substantial harm or inconvenience to any Applicant or Accountholder; and (iv) ensure the proper disposal of Applicant or Accountholder information (such program, the "Information Security Program"). The Information Security Program must be designed to meet the objectives of the federal banking agencies' (a) Interagency Guidelines Establishing Standards for Safeguarding Consumer Information; (b) Interagency Guidelines Establishing Information Security Standards; and (c) Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice.

3.5.2 The Information Security Program shall address information held directly by Company, as well as information held or accessible by its Affiliates and Service Providers. Company shall ensure that its Critical Service Providers are contractually obligated to maintain security measures and response programs consistent with the requirements of this Agreement. Company agrees that it will not make any changes to its Information Security Program which would materially reduce the security of its operations or materially reduce the confidentiality of any databases and information maintained with respect to Bank, Applicants and Accountholders without the prior written consent of the Bank. Notwithstanding any review or approval by Bank, the Information Security Program and the efficacy thereof is Company's responsibility and Bank shall have no liability therefor. Notwithstanding, Bank shall be responsible for safeguarding any Accountholder Data that the Bank holds on its own behalf in connection with the Program and for any Security Breach of Accountholder Data or Company's Confidential Information as set forth below, provided any such Security Breach of Accountholder Data or Company's Confidential Information was not caused directly or indirectly by the Company.

3.5.3 The Information Security Program shall be reviewed and tested by Company at least annually, at Company's own expense, in order to demonstrate compliance with all Applicable Law, including documented policies and procedures, and an audit and quality assurance program. Company shall further cause, at its own expense, independent testing of its Information Security Program, which testing shall include vulnerability scans. Company shall contractually require any Processor, if a Processor is engaged in connection with the Program, to conduct independent testing of its information security program, which testing shall include penetration testing, vulnerability scans, and a PCI-DSS assessment, if applicable, performed by a qualified security assessor. The schedule of such testing, audits, and quality reviews shall be provided to Bank at least annually upon reasonable request by Bank and a summary of the results from each such tests, audits, or reviews shall be promptly provided to Bank in writing in accordance with the schedule or upon the request of Bank. Company shall report to Bank on the remediation or other actions taken in response to the findings of such testing.

3.5.4 Company agrees that, in the event there is a breach of its or of any of its Critical Service Providers' systems, networks, applications, databases or other property or premises resulting in actual or suspected unauthorized access to or use or disclosure of Accountholder Data or Bank's Confidential

Information ("Company Security Breach"), Company will as soon as commercially possible (but in no event later than 24 hours) [***]. [***].

3.5.5 Bank agrees that, in the event there is a breach of its systems, networks, applications, databases or other property or premises resulting in actual or suspected unauthorized access to or use or disclosure of Company's Confidential Information ("Bank Security Breach of Company Data"), Bank will as soon as commercially possible (but in no event later than 24 hours) [***]. [***].

3.5.6 Bank agrees that, in the event there is a breach of its systems, networks, applications, databases or other property or premises resulting in actual or suspected unauthorized access to or use or disclosure of Accountholder Data ("Bank Security Breach of Accountholder Data"), Bank will [***]. [***].

3.6 Disaster Recovery and Business Continuity. The Risk Management Program shall include a disaster recovery and business continuity program and related policies reasonably acceptable to Bank (collectively, the "Business Continuity Plan") appropriate for the nature and scope of the activities of, and the obligations to be performed by, Company and any Critical Service Provider in the existing Programs. Company shall ensure the Business Continuity Plan is sufficient to enable Company and any Critical Service Provider to promptly resume the performance of its obligations hereunder in the event of a natural disaster, destruction of facilities or operations, utility or communication failures, cyber incidents, system degradations, or similar or unplanned interruption in operations and shall ensure that all Accountholder Data is backed up in a manner sufficient to survive any disaster or business interruption. Company agrees that the Business Continuity Plan shall be at least consistent with industry standards for the banking industry and any other relevant industries and in compliance with all Applicable Law. The Business Continuity Plan must include, without limitation, reasonable time frames to resume activities and recover data in the event Company's ability to perform its obligations is impaired, and controls such as those to protect and store programs, back up data, and address cybersecurity issues. At the request of Bank, Company shall provide a current copy of the Business Continuity Plan, as well as operating procedures to be carried out in the event the Business Continuity Plan is implemented. Company shall not amend the Business Continuity Plan in a manner that materially increases the risks of disruptions and delays of its services without the consent of Bank. Reinstating the services contemplated under this Agreement shall receive as high a priority as reinstating the similar services provided to Company's Affiliates and other customers. Company shall test its Business Continuity Plan at least once annually, at Company's cost and expense, and shall promptly provide Bank a copy of the report of such test. In addition, Bank, in its reasonable discretion, may require joint testing of the Business Continuity Plan by Bank and Company, which shall be conducted simultaneously with Company's annual testing of its Business Continuity Plan, unless an incident triggers a need, in Bank's reasonable discretion, to engage in joint testing of the Business Continuity Plan more frequently than annually. The Parties agree that Company shall be solely responsible for the costs and expenses of the annual audit and testing of the Business Continuity Plan. In the event of a disaster or any other disruption event that prevents or impairs a Company from performing its obligations under this Agreement, Company will notify Bank and implement its Business Continuity Plan (on the timing set forth in such Business Continuity Plan) to restore and continue to perform its obligations under this Agreement. Upon cessation of the disaster or disruption event, Company will as soon as reasonably practicable, provide Bank with an incident report detailing the reason for the disaster or disruption and all actions taken by Company to resolve the disaster or disruption.

3.7 Complaint Management.

3.7.1 Complaint Management Program. The Risk Management Program shall include a complaint management program to address and resolve all complaints received by Company regarding any aspect of a Program ("Complaint Management Program"). As used in Section 3.7, "complaint" includes any expression of dissatisfaction, whether verbal or written, that might be indicative of a failure to follow established procedures or Applicable Law or which suggests a process deficiency that might lead to a regulatory violation. The Complaint Management Program shall provide for root cause analysis and mitigation steps, and shall require Company to provide monthly Complaint Reports (as defined below) to Bank. Company shall use commercially reasonable efforts to promptly resolve all complaints. Company shall cooperate in good faith and provide such assistance, at Bank's request, to permit Bank to promptly

resolve or address any investigation, proceeding or complaint not resolved by Company. Company acknowledges and agrees that a violation of the Complaint Management Program will be deemed a breach of this Agreement.

3.7.2Regulatory and Network Inquiries. If either Party receives an inquiry regarding any matter whatsoever relating to the Program in a communication from a Regulatory Authority or oral or written communication received from a Network (any such event an “Inquiry”), such Party shall advise the other Party in writing of the Inquiry within five (5) Business Days of receipt and share relevant portions of any written documentation, or for oral communications, provide a detailed summary in writing, in each case to the extent not specifically prohibited by Applicable Law. Following receipt of such Inquiry, the Parties shall in good faith consult as to the appropriate action to be taken to address such Inquiry. Company shall take all actions within its reasonable control and deemed necessary by Bank, in its sole discretion, to address the Inquiry in the manner and time period specified by Bank, and Bank shall have final approval over the form and content of all responses provided to an Inquiry, *provided*, however, if the Inquiry is from a Regulatory Authority with authority over Company but not over the Bank, the Parties shall in good faith consult as to the appropriate action to be taken and timeline to address such Inquiry, and Company shall have final approval over whatever components of the Inquiry are responsive to Company’s Regulatory Authority.

3.7.3Accountholder Complaints and Resolution. All complaints received by Company from an Accountholder relating to an Account or its use (each, an “Accountholder Complaint”) shall be promptly addressed and resolved by Company in accordance with Applicable Law and Company’s Complaint Management Program. Company shall catalog and maintain copies of all Accountholder Complaints, and responses thereto, for the period required by Applicable Law or such longer period as specified or under the Program Guidelines. Company shall analyze, at least monthly, all Accountholder Complaints, including a trend analysis, and report such analysis to Company’s board of directors or an appropriate committee of the Company’s board of directors at the next regularly scheduled meeting of the board or such committee. Additionally, Company shall provide to Bank, by the fifth (5th) day after the end of each month, a report, in a form and manner approved by Bank, containing all Accountholder Complaints, for the preceding month along with the disposition of each and other criteria required by the Company’s Complaints Management Program (“Complaint Reports”). Bank may, in its sole and reasonable discretion, request Company to provide additional details or supporting documentation regarding any and all Accountholder Complaints. Company shall provide such requested details and documentation as promptly as reasonably possible.

3.7.4Legal Actions and Requests. Unless prohibited by Applicable Law, each Party shall promptly notify the other Party of any legal action brought by a third party that may have a material effect on the Program. Unless prohibited by Applicable Law or court order, each Party shall further provide the other Party with prompt notice and, upon request by the other Party, copies of all documents, subpoenas, or other legal requests received by the Party that require the assistance of the other Party in order to provide an accurate response, or that would otherwise have a material effect on the Program, whether from a Regulatory Authority, private attorney, court, or otherwise, relating to an Accountholder, an Account, the Program or this Agreement, or pursuant to a civil investigative demand, National Security Letter, or similar process relating to the Program (“Legal Documents”). Each Party shall provide any assistance reasonably requested by the other in order to timely meet the response deadline of any Legal Document, and in no event later than three (3) Business Days prior to the response deadline of the Legal Document in order for the filing party to timely meet such response deadline. Notwithstanding the foregoing, nothing in this paragraph shall require either Party to act in a way that violates Applicable Law or waives otherwise applicable privilege (such as attorney-client privilege).

3.8 Customer Service.

3.8.1Company shall be responsible for (i) establishing and maintaining an internet website and mobile application that performs customer service functions in connection with the Program required by Applicable Law and as otherwise mutually agreed by the Parties; (ii) administering and maintaining live agent customer service with availability to be agreed by the Parties; and (iii) providing Accountholders with access to Account information regarding their Accounts as required by Applicable Law. For Consumer

Products other than Closed-End Consumer Credit Products, at a minimum, Company shall maintain or cause to be maintained web or app access that shall be available twenty-four (24) hours per day, seven (7) days per week (excluding scheduled downtimes) for Accountholders who have a lost or stolen card or who have detected fraud on their Account.

3.8.2 Company shall address and resolve all Applicant and Accountholder issues and inquiries related to Programs in accordance with a customer service policy reviewed and approved by Bank and in compliance with Applicable Law (the "Customer Service Policy"). Without limiting the foregoing, the Customer Service Policy must address, as applicable to the Consumer Product, inquiries related to: (i) Account opening and eligibility decisions; (ii) error resolution, unauthorized transactions, chargebacks, ACH returns, and similar issues; (iii) Account closing or termination; and (iv) lost or stolen payment cards, among others. Company shall maintain an adequately trained staff to service Program-related inquiries, in accordance with Company's established customer service procedures and Applicable Law. Company will provide a commercially reasonable level of training to Company customer service representatives regarding the Programs. Company shall ensure that customer service activities are conducted by trained personnel in accordance with the Customer Service Policy using standard of care and service levels that are commercially reasonable consistent with industry best practices and in accordance with Applicable Law. Without limiting the generality of the foregoing, Company shall also ensure that customer service representatives and Company staff are knowledgeable regarding substantive terms of the Programs including, without limitation, any fees. Company will additionally make available to Applicants and Accountholders mutually agreed upon general information and help documentation regarding the Programs. Additional customer service responsibilities may be assigned in a Program Schedule or Servicing Agreement.

3.8.3 Company will receive, investigate, process, log and resolve all disputes, chargebacks, reversals, unauthorized transactions claims, and similar issues from Accountholders (in each case, as applicable to the Consumer Product) on a timely basis and in accordance with Applicable Law and Network Rules. Without limiting the foregoing, Company shall submit its relevant policies and procedures for such products for Bank's prior review and approval.

3.9 Account Application Process; Account Opening Requirements.

3.9.1 **Account Application Process.** The Parties agree that Persons may only apply for an Account by completing and submitting an Account Application through the Platform and other Approved Channels.

3.9.2 **Account Opening Requirements.** As part of each Program Schedule, the Company shall develop and the Bank shall approve the eligibility criteria for Applicants to be approved for an Account, the form of Account Application to be used for the Program, and the Account Application approval process (the "Account Opening Requirements"). Following a Product Launch, Company shall make available to each Person who desires to open a related Account an Account Application. Bank shall have the right to amend or modify the Account Opening Requirements from time to time in its sole discretion with input from the Company (which input Bank will review in good faith, but may accept or reject in its sole discretion).

3.9.3 **Denial.** As part of each Program Schedule, the Parties shall establish the notice and disclosure requirements and responsibilities that apply in the event an Applicant is denied, including as a result of failing to meet the applicable Account Opening Requirements.

3.10 Service Providers and Critical Service Providers.

3.10.1 The Risk Management Program shall include policies and procedures for the engagement by Company of any third party to perform marketing, data processing, or other services in connection with a Program ("Vendor Management Program"). The Vendor Management Program shall include policies and procedures for Service Provider due diligence, training, on-boarding, monitoring, risk assessments, compliance with Bank audit rights under this Agreement, and termination. Company may use Service

Providers in the performance of its obligations under this Agreement, to the extent permitted by and in accordance with the Vendor Management Program. Company agrees to be fully responsible for the acts and omissions of all of its Service Providers, including their compliance with the terms of this Agreement, applicable Program Schedules, the Program Policies, Applicable Law, and Network Rules. Company shall be responsible and liable to Bank for any and all acts or omissions of its Service Providers to the same extent as if such acts or omissions were taken or omitted by Company directly.

3.10.2 Company shall provide notice and obtain Bank's prior written approval before engaging any Critical Service Provider for use in a Program. A list of approved Critical Service Providers, including Collection Agents (if any), as of the Effective Date is attached as Exhibit B hereto. Upon request by Bank, Company shall use commercially reasonable efforts to ensure its agreements with Critical Service Providers include Bank as a third-party beneficiary and provide Bank the right to step in and assume Company's right to direct the Critical Service Provider and receive the Critical Service Provider's services at Company's expense in the event of any occurrence that would permit Bank to terminate this Agreement.

3.10.3 Company may retain a Critical Service Provider that is an Affiliate of Company ("Affiliated Critical Service Provider") subject to any required diligence by Bank and Bank's prior written approval. If Company engages or retains an Affiliated Critical Service Provider or outsources any of Company's obligations hereunder to an Affiliate, Company shall engage such Affiliate or Affiliated Critical Service Provider through an intercompany services agreement that requires such Affiliate to assume responsibility for any of Company's obligations pursuant to this Agreement or any Program Schedule for which such Affiliate or Affiliated Critical Service Provider is responsible ("Intercompany Agreement"), including but not limited to establishing and maintaining requisite Program Policies and complying with audit requests and reporting. Company shall not make amendments to any Intercompany Agreement related to the Company's obligation under this Agreement or a Program Schedule without Bank's review and written approval. Company shall be responsible for the acts and omissions of any of its Affiliated Critical Service Providers.

3.10.4 From time to time, Bank may provide written feedback to Company regarding the quality and performance of any Service Providers utilized by Company in connection with a Program. In the event that a Service Provider fails to comply with Applicable Law and such failure, in Bank's discretion, has or will have a material and adverse effect on the Program, Company will promptly take remediation measures to Bank's reasonable satisfaction, including reducing or replacing the scope of services provided by such Service Provider in connection with the Program as soon as reasonably practicable. If such Service Provider's noncompliance cannot be cured, or remains uncured for more than thirty (30) days, Bank may request in writing to Company that Company no longer use such Service Provider for the Program, and in such event, Company, acting in a commercially reasonable manner and using commercially reasonable efforts, shall commence the process to cease utilizing such Service Provider or find a replacement provider reasonably acceptable to Bank and wind down its use of such Service Provider. Any such wind-down shall be executed pursuant to a wind-down plan established by Company and approved by Bank, such approval not to be unreasonably withheld, conditioned or delayed.

3.11 Marketing Program.

3.11.1 Company's Risk Management Program shall implement policies and procedures to ensure Marketing Materials comply with Applicable Law and Bank's marketing guidelines, including prohibitions on unfair, deceptive, and abusive acts and practices (the "Marketing Policy"). Subject to Bank's approval, Bank and Company shall agree upon the requirements and restrictions governing the use of all Marketing Materials, which shall be incorporated into the Marketing Policy. Company is responsible for ensuring all Marketing Materials and its marketing methods are in compliance with Applicable Law and the Marketing Policy. The Marketing Policy shall require that all Marketing Materials identify Bank as the issuer or creditor of Accounts under a Program.

3.11.2 All Marketing Materials are subject to prior written approval by Bank prior to use (such approval not to be unreasonably withheld, conditioned or delayed); provided that Bank shall use commercially reasonable efforts to complete its review within seven (7) Business Days of receiving a complete set of such Marketing Materials. Any modifications to previously approved Marketing Materials

are subject to approval by Bank prior to use (such approval will not to be unreasonably withheld, conditioned or delayed), subject to the Program Guidelines; provided that Bank shall use commercially reasonable efforts to complete its review within less than seven (7) Business Days of receiving the modified Marketing Materials. If Bank in its reasonable discretion determines that the content or use of any previously approved Marketing Materials should be modified to comply with Applicable Laws or Network Rules or discontinued, Company shall promptly make such modifications as Bank shall request or discontinue using such Marketing Materials.

3.11.3 Unless otherwise agreed in writing by Bank, Company shall be responsible for its own costs and expenses associated with the development of all Marketing Materials, including all costs and expenses associated with modifying or withdrawing Marketing Materials at Bank's request.

3.11.4 As between Company and Bank, Company shall have the exclusive right to market the Programs set forth in any Program Schedule to potential Accountholders, as the service provider to Bank and only in accordance with the terms hereunder. All marketing by Company of a Program shall be conducted in accordance with the Program Policies and Applicable Laws.

3.12 Tax Statements. Company shall deliver to all Accountholders or other appropriate parties all federal and state income tax forms as required by Applicable Law, including but not limited to any applicable IRS Forms 1099.

3.13 Background Checks. Company shall, to the extent permitted by Applicable Law and in accordance with the Program Guidelines, request or conduct (or cause to be conducted or requested) background, educational, criminal record, employment verification, and/or other checks of any employee, agent, Service Provider or other key Person participating in the Company's performance of services and obligations under this Agreement and the overall Programs and who has access to Confidential Information, Accountholder Data, and/or information technology systems in order to ensure Bank's compliance with Section 19 of the Federal Deposit Insurance Act as amended by the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (12 U.S.C. § 1829).

3.14 Notifications. Company shall, unless expressly prohibited by Applicable Law, promptly notify Bank of the termination, separation, or departure of any Company personnel who is directly involved in a Program or in Company's performance of its obligations under this Agreement, if such termination, separation, or departure resulted from Company's reasonable belief that such person committed an act of fraud, theft, money laundering, or crime of moral turpitude.

3.15 Patriot Act. The Parties hereto acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to federal regulations that became effective on October 1, 2003, Section 326 of the Patriot Act requires all financial institutions to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. Company agrees that it will provide Bank such information as it may reasonably request, from time to time, in order for Bank to satisfy the requirements of the Patriot Act, including the name, physical address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

3.16 Adequate Controls. Company shall take all necessary steps to ensure Bank maintains adequate control of the Program. Neither Bank's failure to establish and maintain any such controls nor the inadequacy of any Bank's controls shall relieve Company of (i) its separate and independent obligations to establish and maintain its own such controls or to comply with this Agreement and Applicable Laws or (ii) any liability in respect of the Program. Company understands that the Bank's oversight program is designed in accordance with industry best practices and any applicable regulatory guidance including guidance with respect to third-party relationships provided in OCC Bulletin 2023-17, or such successor or replacement guidance as may be in effect from Regulatory Authorities from time to time.

3.17 Accounting System. Company shall establish and maintain, at its sole cost and expense, and provide direct, continuous, real-time and unrestricted access (i.e., without date, time, or other restrictions, other than customary downtime for maintenance or service) to Bank to, a comprehensive accounting and Account tracking system to accurately and promptly and timely reflect all Account Applications, Accounts and related information regarding the Programs and/or Accounts to satisfy the information requirements of Bank, Regulatory Authorities (including, but not limited to, in compliance with any required electronic file format required by any such Regulatory Authority) and Bank's internal and external auditors; provided, that such access need not be in real-time for Accounts Bank does not own and instead the Company agrees to cooperate with Bank to provide information on such Accounts that Bank no longer owns through the agreed upon monthly reporting or more frequently upon reasonable request by the Bank. Company further agrees that the information reporting features, integrity and security of the system shall operate in compliance with the Information Security Program and to the reasonable satisfaction of Bank, Regulatory Authorities and Bank's internal and external auditors. Company further agrees to cause the system to provide daily settlement reports, including reports noting the Account Applications ready for funding or issuance.

3.18 Information Sharing on Sold Accounts. Notwithstanding anything in the Program Documents to the contrary, Company must fulfill any obligation under the Program Documents to provide Bank with data, documents, or information (including Accountholder Data) on Accounts (which may include copies thereof) the Bank no longer owns to facilitate Bank's continued oversight of the Program and compliance with its policies and procedures and Applicable Law; provided, however, if Company is prohibited under Applicable Law from sharing the data, documents or information (such data, documents and information, "Covered Data"), the Parties shall cooperate to find alternative ways to permit sharing such Covered Data with Bank, including but not limited to trying to obtain consents from Accountholders where required by Applicable Law prior to sharing or delivering such Covered Data in another form or manner consistent with Applicable Law.

ARTICLE 4

CUSTOMER DATA AND OTHER RELATIONSHIPS WITH CUSTOMERS

4.1 Accountholder Data. Subject to Applicable Law, the Program Policies, and Bank's privacy policy and privacy notice for each Program, Company, in its role as Bank's service provider and program manager, may receive, use, and share Accountholder Data solely (i) for promotion of the Program; (ii) as otherwise appropriate to carry out its obligations or exercise its rights under this Agreement, a Program Schedule, or a Program Document; (iii) as necessary to comply with Applicable Law; or (iv) as appropriate to manage a Program, including, but not limited to, performing internal analytics on a Program. Company may disclose Accountholder Data to its Critical Service Providers, which may receive, share, use, or disclose Accountholder Data only to the extent required for providing services to Company. Company will only store Accountholder Data in the United States of America and by Critical Service Providers approved by the Bank. Company shall provide Bank with direct, continuous, real-time and unrestricted access (i.e., without date, time, or other restrictions, other than customary downtime for maintenance or service) to any Accountholder Data in its possession or control (including any Accountholder Data held by a Service Provider). Company shall submit to Bank for Bank's prior review and approval Company's: (A) internal policies and procedures for compliance with Privacy Laws and this section ("Privacy Compliance Policy"); and (B) public-facing privacy policy for the Program, which shall clearly and conspicuously describe how Accountholder Data is collected, used, and disclosed in the Program and that Company may receive Accountholder Data from Bank ("Privacy Policy").

4.2 Ownership of Accountholder Data. Bank shall be the owner of all Accountholder Data, and it shall be considered Bank's Confidential Information, during the period that it owns any Account, including a Consumer Credit Product, regardless of which Party collects, generates, or maintains such Accountholder Data. Without limiting the foregoing, irrespective of the sale of a Consumer Credit Product and change in ownership, Bank shall be permitted to retain copies of and to use Accountholder Data associated with all Consumer Credit Products so long as such use complies with Applicable Law, Bank's privacy policy, and

the Bank's internal retention policies. Company agrees to promptly provide Accountholder Data to Bank as soon as reasonably practicable after Bank's written request.

4.3 Privacy Law Compliance. In addition to the requirements of Article 6, each Party agrees that it shall obtain, use, retain and share Accountholder Data in compliance with all applicable state and federal laws and regulations concerning the privacy and confidentiality of such information, including the requirements of the federal Gramm-Leach-Bliley Act of 1999, its implementing regulations and Bank's privacy notice, in connection with this Agreement.

ARTICLE 5

INTELLECTUAL PROPERTY

5.1 Bank Marks. Bank hereby grants to Company and Affiliated Critical Service Providers during the Term a nonexclusive, royalty-free, non-assignable license in the United States to use Bank's Marks and as Bank authorizes in connection with the description and promotion of the Program and Bank's Services, including by featuring Bank's Marks for promotional purposes on Company's website or in stores. Bank's Marks shall be used by Company and Affiliated Critical Service Providers according to the Brand Guidelines shared by Bank and only in the forms and format expressly approved by Bank in writing.

5.2 Company Marks.

5.2.1 Except as provided under Section 5.2.2, Company hereby grants to Bank during the Term a non-exclusive, royalty-free, non-assignable license in the United States to use Company's Marks and as Company authorizes in connection with the description and promotion of the Program and/or Bank's Services, including by featuring Company's Marks for promotional purposes on Bank's website. Company's Marks shall be used according to the guidelines shared by Company with Bank from time to time and only in the forms and format expressly approved by Company in writing.

5.2.2 Notwithstanding anything to the contrary, Company hereby grants to Bank during the Term a non-exclusive, royalty-free, non-assignable license in the United States to use Company's Marks in connection with managing, servicing or offering the Program, without Company approval, in the event Company is in default of the terms of any Program Document and such default is grounds for Bank to terminate one or more of the Program Document(s) (after conserving any cure period).

5.3 Use of Marks. Except as otherwise allowed by any Program Document, no materials shall be distributed by Company in any format or by any means, whether printed, broadcast, posted online, included in an app or transmitted electronically or by other means, that include Bank's Marks that refer to a Program without the prior written approval of Bank, which shall not be unreasonably withheld, conditioned, or delayed and shall follow any timing requirements set forth in this Agreement or Program Schedule. It is expressly agreed that neither Party is acquiring any right, title and interest (other than the foregoing license rights) in the other Party's Marks which – as between the Parties – shall remain the property of their respective owners. Each Party agrees that it shall not challenge the title or any rights of the other Party in and to its Marks. In no event and under no circumstances shall either Party use the other Party's Marks in any manner that is derogatory, negative, likely to confuse a third party as to source of goods or services, or otherwise injurious to the other Party, as determined in such Party's sole discretion, except in connection with any filing, correspondence, or communication with a Regulatory Authority or as otherwise directed by a Regulatory Authority. Each Party, in its role as the licensee of the other Party's Mark's, recognizes the value of the goodwill associated with the other Party's Marks, in its role as licensor, and acknowledges that such licensor Party exclusively owns all right, title and interest in and to the licensor Party's Marks and all goodwill pertaining thereto. All goodwill resulting from a Party's use of the other Party's Marks, as applicable, shall inure to the benefit of, and be owned by, the Party which owns the applicable Marks.

5.4 Termination of License. Upon termination of this Agreement for any reason, the license granted in Section 5.1 and 5.2 above shall terminate automatically, except such license will remain in force during any period of post-termination assistance in accordance with this Agreement or any Program Schedule.

5.5 Intellectual Property. As between the Parties, the Parties agree that each Party is and shall remain the sole and exclusive owner of all right, title and interest in and to all Intellectual Property contained, developed, disclosed or expressed in any manuals, implementation guides, usage guidelines, advertising and promotional materials, customer forms and disclosures, all systems documentation, including design documents, process flows and code and any other materials or services provided by or on behalf of the Party in connection with the Program during the Term of the Agreement. For clarity, the Platform, any derivatives (including feedback from Bank with respect to the Platform), enhancements or modifications to the Platform created by Company in connection with this Agreement and all Intellectual Property therein shall be the sole and exclusive property of the Company. If any term of this Agreement or any provision of any schedule referenced herein or any performance or other action in connection with this Agreement, including any action as a result of Applicable Law, is deemed to alter a Party's ownership rights or to confer any rights or interest in such Party's Intellectual Property in or on the other Party, the Party receiving such rights or interest hereby relinquishes and assigns all such rights and interests to the other Party and agrees to execute and deliver all necessary documentation to convey, reconvey or transfer all such rights to the other Party without compensation of any kind immediately upon request. Neither Party will take any actions to dispute the validity of the other Party's ownership in its Intellectual Property. Neither Party shall, anywhere in the world, use or seek to register in its own name, or that of any third party, any Marks that are the other Party's Marks, that are colorably or confusingly similar to the such other Party's Marks, or that incorporate the Licensing Party's Marks or any element colorably or confusingly similar to the Licensing Party's Marks. Without limitation of the foregoing, except as expressly authorized herein, neither Party will take any action to convey to any third party any interest in the other Party's Intellectual Property, whether by sublicense, transfer, lien hypothecation or otherwise, nor suffer any lien to be asserted over the other Party's Intellectual Property, and will immediately take all actions and execute all documents at its sole expense, including payment of all sums necessary to a third party, to cause any such liens to be removed. Each Party's Intellectual Property shall be considered its Confidential Information pursuant to Article 6 below.

5.6 Licenses. During the Term and any period of post-termination assistance (and/or transition) and strictly for the purpose of this Agreement, the Parties grant each other a non-exclusive, worldwide, royalty-free, non-transferable license to copy, use and display Intellectual Property solely in the performance of and strictly in accordance with the requirements and restrictions stated in this Agreement or as directed by the provider of such Intellectual Property. Any use, adaptation, modification or amendment of Intellectual Property shall be subject to prior written approval by the Party licensing the Intellectual Property in question. Except as expressly stated, nothing in this Agreement shall grant or be deemed to grant to any Party any right, title or interest in Intellectual Property licensed to that Party by the other Party. In using the other Party's Intellectual Property, each Party shall follow the other Party's reasonable instructions having regard to the purpose of such use under this Agreement.

ARTICLE 6

CONFIDENTIALITY

6.1 General. Each Party agrees that Confidential Information of the other Party shall be used by such Party solely in the performance of its obligations and exercise of its rights pursuant to this Agreement, each Program Schedule, and the Program Documents. A Party's Confidential Information shall not include information that (i) is generally available to the public through lawful means; (ii) has become publicly known, without fault on the part of the Party who now seeks to disclose such information (the "Disclosing Party"), subsequent to the Disclosing Party acquiring the information; (iii) was otherwise known by, or available to, the Disclosing Party prior to entering into this Agreement and was not otherwise the subject of a nondisclosure agreement prior to such date; (iv) becomes available to the Disclosing Party on a non-confidential basis from a Person, other than a Party to this Agreement, who is not known by the Disclosing Party after reasonable inquiry to be bound by a confidentiality agreement with the non-Disclosing Party or

otherwise prohibited from transmitting the information to the Disclosing Party; or (v) was or hereafter is independently developed by either Party without using Confidential Information of the other Party and without any violation of its obligations under this Agreement or any other nondisclosure agreement between the Parties. Each Party represents and covenants that it will protect the Confidential Information of the other Party in accordance with prudent business practices and will use the same degree of care to protect the other Party's Confidential Information that it uses to protect its own confidential information of a similar type. Except as expressly provided herein, no right or license whatsoever is granted with respect to the Confidential Information or otherwise.

6.2 Exceptions. Except as required by Applicable Law or legal process, neither Party (the "Restricted Party") shall disclose Confidential Information of the other Party to third parties without such Party's prior written consent; provided, however, that the Restricted Party may disclose Confidential Information of the other Party (i) to the Restricted Party's Affiliates, agents, service providers, representatives or subcontractors (collectively, "Representatives") for the sole purpose of fulfilling the Restricted Party's obligations under this Agreement provided such Representatives are subject to confidentiality obligations at least as restrictive as those provided in this Agreement, and provided further, that, in all events, the Restricted Party shall be responsible for any breach of the confidentiality obligations hereunder by any of its Representatives (other than Company as agent for Bank), (ii) to the Restricted Party's auditors, accountants and other professional advisors (including any legal advisors), and provided further that the Restricted Party shall be responsible for any breach of the confidentiality obligations hereunder by any such party or to a Regulatory Authority or (iii) to any other third party as mutually agreed in writing by the Parties. Each Party may also, upon the prior written consent of the other Party, share Confidential Information of the other Party (except for Confidential Information that the other Party has requested be kept highly confidential and not shared in such manner) with actual or prospective acquirers, investors, financing parties, or rating agencies, including in connection with a transaction involving such Party or any Consumer Credit Products, solely to the extent necessary to facilitate due diligence associated with such transactions, and provided that the recipient of the information shall be subject to confidentiality obligations at least as restrictive as those provided in this Agreement. Notwithstanding the foregoing, the Company may share the Program Documents with existing financing parties or rating agencies solely to the extent necessary to facilitate due diligence associated with such existing transactions, provided that the recipient of the information shall be subject to confidentiality obligations at least as restrictive as those provided in this Agreement, and provided further that the Program Documents are redacted in a manner acceptable to Bank in its sole good faith discretion and that, in all events, the Restricted Party shall be responsible for any breach of the confidentiality obligations hereunder by any such financing party or rating agency. Further, nothing in this Agreement shall prevent Company or its designee from providing an anonymized data tape for informational purposes to a new purchaser or other financing source in connection with a Whole Loan Transfer or Financing Transaction with respect to Loans originated by Bank.

6.3 Return. Upon written request or upon the termination of this Agreement, each Party shall, within thirty (30) days, return to the other Party all Confidential Information of the other Party in its possession that is in written form, including by way of example, but not limited to, reports, plans and manuals; provided, however, that either Party may maintain in its possession all such Confidential Information of the other Party required to be maintained under Applicable Law relating to the retention of records for the period of time required thereunder. At the request of the Disclosing Party made at the time of its request for the return of Confidential Information, the return of materials in accordance with the foregoing shall be certified to the Disclosing Party in writing by an authorized officer of the Restricted Party.

6.4 Notice. In the event that a Restricted Party is requested or required by a court, a Regulatory Authority, or other governmental entity (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information of the other Party, the Restricted Party will provide the other Party with prompt notice of such request(s) and (i) to the extent practicable and permitted, the receiving Party agrees to cooperate with the Disclosing Party to limit such disclosure or seek confidential treatment of such Confidential Information, and (ii) if the Restricted Party or its applicable Representative is compelled to disclose all or a portion of the disclosing Party's Confidential Information, the receiving Party or its applicable Representative may disclose that Confidential Information that its counsel advises that it is legally compelled to disclose and will

exercise such efforts to obtain reasonable assurance that confidential treatment will be accorded to the Confidential Information that is being so disclosed as the Restricted Party would exercise in assuring the confidentiality of any of its own Confidential Information. Notwithstanding, Bank may share Company's Confidential Information with any Regulatory Authority in the ordinary course of any examination by such Regulatory Authority of Bank, provided that Bank shall notify Company that Confidential Information was shared with any Regulatory Authority other than Bank's prudential bank regulator with examination authority over Bank and the type of Confidential Information shared, in each case, only to the extent permitted by Applicable Law and the Regulatory Authority.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.1 Bank Representations and Warranties. Bank hereby represents and warrants, as of the Effective Date, or covenants, as applicable, to Company that:

7.1.1 Bank is a national banking association, duly organized and validly existing and in good standing under the laws of the United States, the deposits of which are insured by the FDIC to the maximum extent allowed by law, and has the requisite power and authority to execute and deliver, and perform its obligations under, this Agreement; the execution, delivery and performance of this Agreement have been duly authorized, are not in conflict with and do not violate the terms of the certificate of incorporation or bylaws of Bank and will not result in a material breach of or constitute a default under, or require any consent under, any material indenture, loan or agreement to which Bank is a party or by which it is bound and will not violate any outstanding judgment, order, writ, injunction, law, rule or regulation to which it is subject;

7.1.2 All approvals, authorizations, consents and other actions by, notices to and filings with any Person required to be obtained for the execution, delivery and performance of this Agreement by Bank have been obtained;

7.1.3 Bank has full corporate power and authority to execute, deliver and perform all of its obligations under this Agreement;

7.1.4 The execution of this Agreement and the completion of all actions required or contemplated to be taken by Bank hereunder are within the ordinary course of Bank's business and not prohibited by Applicable Law;

7.1.5 This Agreement constitutes a legal, valid and binding obligation of Bank, enforceable against Bank in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, receivership, conservatorship or other similar laws now or hereafter in effect, including the rights and obligations of receivers and conservators under 12 U.S.C. § 1821 (d) and (e), which may affect the enforcement of creditors' rights in general, and (ii) general principles of equity (whether considered in a suit at law or in equity);

7.1.6 There are no proceedings or investigations pending or, to the knowledge of Bank, threatened against Bank (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by Bank pursuant to this Agreement, (iii) that would have a materially adverse financial effect on Bank or its operations if resolved adversely to it or (iv) seeking any determination or ruling that, in the reasonable judgment of Bank, would materially and adversely affect the performance by Bank of its obligations under this Agreement;

7.1.7 Bank is not Insolvent;

7.1.8 The Proprietary Materials that Bank licenses to Company, if any, and their use as contemplated by this Agreement, do not violate or infringe upon, or constitute an infringement or misappropriation of, any U.S. patent, copyright or U.S. trademark, service mark, trade name or trade secret

of any person or entity, and Bank has the right to grant the licenses set forth in Section 5.1 and Section 5.6; and

7.1.9 Bank is in compliance with all Applicable Law applicable to it under this Agreement and any Program Schedule and shall comply with Applicable Law in the performance of its obligations and exercise of its rights under this Agreement and any Program Schedule and with regard to any Program.

7.2 Company Representations and Warranties Company hereby represents and warrants, as of the Effective Date, or covenants, as applicable, to Bank that:

7.2.1 Company is a corporation, duly organized and validly existing in good standing under the laws of the State of Delaware, and has the requisite power and authority to execute and deliver, and perform its obligations under, this Agreement; the execution, delivery and performance of this Agreement have been duly authorized, are not in conflict with and do not violate the terms of the organizational documents of Company and will not result in a material breach of or constitute a default under or require any consent under any material indenture, loan or agreement to which Company is a party or by which it is bound and will not violate any outstanding judgment, order, writ, injunction, law, rule or regulation to which it is subject;

7.2.2 Company is authorized, registered and licensed to do business in each state in which the nature of its activities makes such authorization, registration or licensing necessary or required, except where the failure to be so authorized, registered or licensed would not be reasonably expected to have a Material Adverse Effect on Company.

7.2.3 All approvals, authorizations, consents, and other actions by, notices to, and filings with any Person required to be obtained for the execution, delivery, and performance of this Agreement by Company, have been obtained;

7.2.4 This Agreement constitutes a legal, valid and binding obligation of Company, enforceable against Company in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect, which may affect the enforcement of creditors' rights in general, and (ii) general principles of equity (whether considered in a suit at law or in equity);

7.2.5 The execution of this Agreement and the completion of all actions required or contemplated to be taken by Company hereunder are within the ordinary course of Company's business and not prohibited by Applicable Law;

7.2.6 There are no proceedings or investigations pending or, to the best knowledge of Company, threatened against Company (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by Company pursuant to this Agreement or (iii) that would have a materially adverse financial effect on Company or its operations if resolved adversely to it;

7.2.7 Company is not Insolvent;

7.2.8 The execution, delivery and performance of this Agreement by Company shall comply with Applicable Law;

7.2.9 Neither Company nor any Control Person has been convicted of a crime, or has agreed to or entered into a pretrial diversion or similar program, or is under indictment, in each case in connection with a dishonest act or a breach of trust or money laundering, as set forth in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. § 1829(a);

7.2.10 Company and its Affiliates are in compliance in all material respects with all applicable Anti-Money Laundering Laws and Anti-Corruption Laws. Without limiting the generality of the foregoing, Company has established an AML compliance program that is in compliance, in all material respects, with

all applicable Anti-Money Laundering Laws and Anti-Corruption Laws, and Bank's written requirements provided by Bank to Company from time to time for any Program;

7.2.11 Company and its Affiliates have and shall maintain all necessary licenses, permits, consents, concessions, authorizations of governmental, regulatory or administrative agencies or authorities, whether federal, state or local, required to engage in the activities as contemplated by this Agreement;

7.2.12 The Proprietary Materials that Company licenses, if any, and their use as contemplated by this Agreement, do not violate or infringe upon, or constitute an infringement or misappropriation of, any U.S. patent, copyright or U.S. trademark, service mark, trade name or trade secret of any person or entity, and Company has the right to grant the license set forth in Section 5.2 and Section 5.6;

7.2.13 Company is in compliance with all Applicable Law applicable to it under this Agreement, any Program Schedule, and any Program Documents and shall comply with Applicable Law in the performance of its obligations and exercise of its rights under this Agreement and any Program Schedule and with regard to any Program;

7.2.14 All information maintained by Company for Bank through Company's Platform or provided by Company to Bank in connection with an Account is true, correct and consistent with the information obtained by Company from third parties;

7.2.15 Company is not a "money services business" as such term is defined in 31 C.F.R. § 1010.100(ff);

7.2.16 Company is not required to register as an "investment company" within the meaning of the Investment Company Act of 1940, as amended; and

7.2.17 None of Company, any of its Affiliates or any of their respective officers, directors, managers or members is a Person (or to Company's knowledge, is owned or controlled by a Person) that (i) is listed on any Government Lists, (ii) has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) has been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense, (iv) is currently under investigation by any Regulatory Authority for alleged felony involving a crime of moral turpitude, or (v) is a Sanctioned Person. For purposes hereof, the term "Patriot Act Offense" means any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism; (B) the criminal laws against money laundering, (C) the Bank Secrecy Act, as amended, (D) the Money Laundering Control Act of 1986, as amended, or (E) the Patriot Act. "Patriot Act Offense" also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense.

7.3 Generally. The representations and warranties of Bank and Company contained in this Article 7, except those representations and warranties contained in subsections 7.1.6 and 7.2.6, are made continuously throughout the Term. In the event that any investigation or proceeding of the nature described in subsection 7.1.6 or subsection 7.2.6 is instituted or threatened against a Party, such Party shall promptly notify the other Party of the pending or threatened investigation or proceeding.

ARTICLE 8

ADDITIONAL COVENANTS

8.1 Conduct of Business. Company shall perform all actions necessary to remain duly organized or incorporated, validly existing and in good standing in its jurisdiction of formation and to maintain all requisite authority to conduct its business in each jurisdiction in which it conducts business.

8.2 Preservation of Corporate Existence. Company shall preserve and maintain its corporate existence, rights, franchises and privileges in the jurisdiction of its formation, and qualify and remain qualified in good standing as a foreign corporation in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a material adverse effect with respect to Company.

8.3 Representations. Either Party shall promptly, upon having knowledge thereof, provide the other Party with written notice that any representation or warranty set forth herein or in any Program Document or Program Schedule was incorrect at the time it was given or deemed to have been given, which failure or breach would reasonably be expected to materially and adversely affect on the other Party, including reasonable detail of the nature of such facts and circumstances.

8.4 Notice of Material Events. Either Party shall, as soon as practicable and permitted, upon becoming aware thereof, provide the other Party with written notice of any event or circumstances that, in its reasonable judgment, has had or would reasonably be expected to have a Material Adverse Effect with respect to the Party.

8.5 Financial Covenants. Company shall maintain, as of the end of each fiscal month, the Financial Covenants. Company shall deliver a certificate of compliance with such Financial [***].

8.6 Accounting Changes. Company shall promptly notify Bank of any material change in Company's accounting policies that affect a Program.

8.7 Software Connection. With respect to Consumer Credit Products, Company shall establish and maintain an application program interface connectivity to Bank's automated accounting and loan tracking system designed to accurately reflect all Loan Applications, Loans, and related information regarding the Program to satisfy the commercially reasonable information requirements of Bank, Regulatory Authorities, and Bank's internal and external auditors.

8.8 Material Systems Failure. Company shall promptly notify Bank of any systems failure that would materially affect a Program's availability and/or operations and shall advise Bank of the estimated time required to remedy such material systems failure. Until such material systems failure is remedied, Company shall (i) furnish to Bank such periodic status reports and other information relating to such material systems failure as Bank may reasonably request and (ii) promptly notify Bank if it believes that such material systems failure cannot be remedied by the estimated date, which notice shall include a description of the circumstances which gave rise to such delay, and the actions proposed to be taken in response thereto. Company shall promptly notify Bank when such a material systems failure has been remedied.

ARTICLE 9

AUDIT AND REPORTING REQUIREMENTS

9.1 Bank Audit. During the Term and for a period of twelve (12) months following the termination or expiration of this Agreement and any Wind-Down Period, Bank shall have the rights to audit and inspect Company's books, records, operations, premises, and physical assets to confirm Company's compliance with Applicable Law, Network Rules, this Agreement, the Program Policies and any Program Schedule, and any other contractual obligations of Company to Bank. Bank shall make commercially reasonable efforts to (i) avoid undue disruption of Company's business operations; (ii) perform any onsite audit activities during normal business hours using, to the extent reasonably practicable, internal Bank personnel to perform the audit; and (iii) provide at least thirty (30) days' advance written notice of an audit, except in exigent circumstances where such prior notice cannot be provided. The third-party expenses associated

with an initial audit each year shall be borne by Company. Bank may conduct additional audits or reviews as described above to the extent resulting from changes in Applicable Law, safety and soundness concerns under applicable banking law, Bank's belief or reasonable suspicion of Company's non-compliance with the provisions of the Program Documents, or Company's request to add additional products or make substantial modifications to the Program. Additional audits in the same year shall be at Bank's expense, subject to [***], [***], and unless the audit identifies, or was required as a result of, noncompliance by Company with Applicable Law, Network Rules, Program Policies, or this Agreement, including a Program Schedule, in which case Bank's (i) legal expenses; and (ii) third-party expenses in conducting such audit and any additional audits, as necessary to resolve the noncompliance, shall be at Company's expense.

9.2 Bank Regulatory Audit. Company acknowledges that (i) Bank is subject to examination and audit by Regulatory Authorities; and (ii) that Regulatory Authorities may also examine and audit Company, as Bank's service provider and program manager, or require Bank to perform such audit. Company further acknowledges that its performance is subject to examination by Bank Regulatory Authorities, including access to all Program-related work papers, drafts, and other materials or locations in which Company performs any obligations under this Agreement. During the Term and for a period of twelve (12) months following the termination or expiration of this Agreement and any Wind-Down Period, Company agrees to cooperate fully with respect to all such audits at no additional cost to Bank. The timing, scope, and manner of such audits shall be as requested by the applicable Regulatory Authority and, Company agrees to provide Bank or the applicable Regulatory Authority with access to and assistance with any information, materials, personnel, systems, or locations related to a Program and required by Bank or the Regulatory Authority to confirm Company's compliance with Applicable Law, this Agreement, the Program Policies and any Program Schedule. Company further agrees to notify Bank as soon as practicable of any formal request by any Bank Regulatory Authority to examine Company's records pertaining to Bank or its customers, if Company is not prohibited by Applicable Law from doing so. Any audit of Company required by a Regulatory Authority shall be at Company's expense.

9.3 Audit Findings. If Company is determined by Bank to be noncompliant with Applicable Law, Network Rules, this Agreement, the Program Policies or any Program Schedule as a result of any audit, Company shall (i) take immediate action to remedy the non-compliance and shall provide Bank with evidence of the steps taken to rectify the audit finding; and (ii) conduct any additional audits as may be requested by Bank at Company's sole expense.

9.4 Information Security Audits.

9.4.1 At least once annually, Company shall provide Bank with a SOC 2 (Type II) report issued from an independent qualified audit firm selected by Company, and approved by Bank. Bank has the right to request other information technology audits from time to time if Bank has a reasonable belief of a material deficiency in the Information Security Program or if Bank requires it to address any policies or procedures of Bank or any safety or soundness concerns. Company shall bear the reasonable expenses of any additional audit. Company agrees to cooperate with any additional audit permitted under this section, which shall be conducted by a third-party audit firm that is selected and engaged by, and reports to, Bank and the scope of which shall be determined by Bank. Bank shall receive all draft and final reports from the audit firm and shall be included in any meetings or correspondence related to the audit. The auditor shall deliver the final audit report to Bank, and Bank shall provide a copy of the report to Company. Company may not share the report with any other Person without the consent of Bank. Notwithstanding the foregoing, Bank may, in its sole discretion, accept in lieu of such third party annual audit the report of an information technology audit conducted by Company. In all circumstances, Company shall promptly take action to correct any errors or deficiencies identified in any such report or audit and shall develop, with the approval of Bank, a schedule for the correction of such errors and deficiencies.

9.4.2 Company shall engage a third party acceptable to Bank to conduct complete (full IP address range) internal/external penetration testing and vulnerability scans at a frequency reasonably determined by Bank (and when Company's network configuration has changed) and promptly provide any reports concerning such testing to Bank. Company shall report to Bank on the remediation or other actions taken in response to the findings of such testing. Company shall require each Critical Service Providers to

provide, on an annual basis, evidence reasonably satisfactory to Bank that it has sufficient information security protections. Upon Bank's request, Company shall provide Bank with a copy of any security documentation provided by such Critical Service Provider. Notwithstanding the foregoing, if, after using reasonable efforts to obtain the foregoing evidence and documentation from such Critical Service Providers, Company cannot obtain such evidence or documentation, Company may request a waiver from this requirement from Bank and Bank may, in its discretion, grant such waiver (not to be unreasonably withheld).

9.5 Reporting.

9.5.1 Periodic Reports. Company shall provide to Bank on no less than an annual basis: (i) standard reporting identified in the Program Guidelines provided by Bank; and (ii) responses to surveys or questionnaires provided by Bank concerning Company's policies, procedures, and controls to ensure that Company is maintaining compliance with its obligations pursuant to this Agreement. To the extent Company relies on a Critical Service Provider (including a Processor, if any) for any information required by Bank under this provision, Company shall facilitate such reporting. Additionally, Company shall (A) if any models are used in the Program including but not limited to any credit model, Company shall assist Bank in its model validation process and provide necessary documentation and information to ensure general understanding of the modeling approach, assumptions, input data, and model performance to meet the requirement of model governance framework and (B) participate in third party management monitoring calls as may be required by Bank. The Parties shall agree on a case by case basis the time frame within which Company must provide the information required by Bank, except where Bank must request the information on behalf of or instruction from any Bank Regulatory Authority, in which case the term set by such Regulatory Authority must be complied with. Company will ensure that all information provided to Bank (whether directly or indirectly) is correct and all records reported are complete and accurate to the best of Company's knowledge (after reasonable investigation). Company agrees to comply with the requirements of this section at Company's expense.

9.5.2 Financial Statements. Company shall provide to Bank (i) an audited annual financial statement, which shall, at a minimum, include a balance sheet, income statement, statement of cash flows, a statement of stockholders' equity, the accountants' letter to management and unqualified opinion, within one hundred twenty (120) days following the end of Company's fiscal year that is audited by an independent certified public accountant and certified, without any qualifications, by such accountants to have been prepared in accordance with GAAP; and (ii) an unaudited quarterly financial statement (that includes Company and its subsidiaries), which shall, at a minimum, include a balance sheet, income statement and statement of cash flows for each month of such quarter, within forty-five (45) days after the end of each quarter, certified by the chief executive officer, chief financial officer, treasurer or controller of Company as fairly presenting the financial condition, results of operations and cash flows of Company and subsidiaries in accordance with GAAP, subject only to normal year-end audit adjustments, and including financial statements both for that quarter and year-to-date.

9.5.3 Information Requested by Bank. Company shall provide to Bank any other data submissions and reports related to the Program as may be reasonably required by Bank to maintain effective enterprise risk management, internal controls and compliance management systems and to monitor Company's and its Service Providers for compliance with this Agreement, any Program Schedule, Program Documents, Program Policies, and Applicable Law in order to facilitate Bank's compliance with the Interagency Guidance, in each case in accordance with Company's then-current Third Party Risk Management Policy or other applicable risk management policy and procedures approved by Bank.

9.6 Document Retention. Company shall maintain and retain on behalf of Bank all original Applications and copies of all notices and other documents relating to rejected Applications for the period set forth in the Program Guidelines. Company shall further maintain originals or copies, as applicable, of all the Product Documents, Marketing Materials and any other documents provided to or received from Accountholders and/or Applicants for a period set forth in the Program Guidelines. Upon written request by Bank and for so long as the Program Guidelines require the documents described in this section to be maintained, Company shall deliver to Bank any of the foregoing documents requested by Bank with respect to the Program.

9.7 Notification to Bank. Company agrees that should an audit, investigation or review of Company or its Service Providers reveal noncompliance with this Agreement, a Program Schedule, Program Policies, and/or Applicable Law, Company shall notify Bank as soon as reasonably possible but, in any case, within ten (10) Business Days of notice of the noncompliance. In addition to the indemnification provided for in Section 12.2.1, Company agrees to take all necessary steps requested by Bank or required by Bank's Regulatory Authorities to remediate and conform in all material respects Company's or Company's Service Providers' actions with this Agreement, the applicable Program Schedule, Program Documents, Program Policies, and/or Applicable Law. Company further agrees to establish appropriate mitigation steps to Bank's reasonable satisfaction designed to prevent the reoccurrence of any such noncompliance.

9.8 Consumer Credit Products. With respect to Consumer Credit Products, Company shall provide such supplemental information that is reasonably available to Company without undue effort or expense as Bank may reasonably request regarding the performance of Consumer Credit Products originated through the Program using measures such as production volumes and trends, approval rates, decline rates, losses, delinquencies, collections, prepayments, Consumer Credit Products in bankruptcy, identification of Consumer Credit Products that have been granted modified terms together with, to the extent applicable, a description of the modifications, late payments, non-sufficient funds fees, returns, and reversal fees, any other events factoring into the repayment history of a Consumer Credit Products, and any other measure that Company internally tracks (all of which shall be deemed Company's Confidential Information). Company shall provide such information in a commercially reasonable manner and in a form sufficient to permit Bank to conduct a meaningful analysis for banking purposes, including compliance and credit quality, including by individual third parties, loan type, origination period or vintage, and credit grade or score bands.

ARTICLE 10

FEES AND EXPENSES

10.1 General. Fees, pricing, and expenses for each Program shall be set forth in each Program Schedule. Each Party shall bear its own internal costs of performing its obligations under this Agreement. The expenses set forth in a Program Schedule are in addition to any expenses a Party is required to pay under this Agreement.

10.2 Operating Account. Company shall, during the Term and any Wind-Down Period, maintain an operating account ("Operating Account") at Bank. The Operating Account will be used for payments owed or payable by each Party in the Program. The Operating Account shall be governed by the terms and conditions of Bank's standard commercial deposit account agreement and treasury management agreements, as applicable.

10.3 Taxes. Each Party shall be responsible for payment of any federal, state or local taxes or assessments associated with the performance of its obligations under this Agreement and for compliance with all filing, registration and other requirements with regard thereto. Company acknowledges and agrees that all excise, sales, use, transfer, documentary, stamp tax, intangible or similar taxes that are payable, that relate to, or arise as a result of any Loans, including Consumer Products, contemplated by this Agreement, including without limitation Florida's documentary stamp tax set forth in Section 201.08 of the Florida Statutes ("Taxes") and any recording or filing fees relating to the Taxes, shall be timely paid by Company. In the event that Bank pays the Taxes described in the immediately preceding sentence, including any penalties or interest imposed thereon, then Company shall promptly reimburse Bank for its payment of such amounts.

10.4 Payments. Notwithstanding anything to the contrary contained herein, neither Party shall be excused from making any payment required of it under this Agreement as a result of a breach or alleged breach by the other Party of any of its obligations under this Agreement or any other agreement; provided, that the making of any payment hereunder shall not constitute a waiver by the Party making the payment of any rights it may have under this Agreement, any Program Schedule, or Applicable Law.

10.5 Invoices. Bank shall send Company a periodic, reasonably itemized invoice for amounts due pursuant to this Article or the corresponding provisions of any Program Schedule to an email address designated by Company. Company shall pay such invoice within thirty (30) days of receipt of such invoice. Company may raise a good faith dispute on the amounts in an invoice by providing written notice to Bank together with a reasonably detailed description of the reason for dispute. If Company fails to provide notice of a dispute within sixty (60) days of the date of the applicable invoice, Company shall be deemed to have waived its dispute rights. Payment shall be due thirty (30) days after the date of an invoice and Bank shall debit the Operating Account for the undisputed amount of the invoice. In the event there are insufficient funds in the Operating Account to make payment on an invoice when due, Company shall make an immediate payment to Bank. Bank may assess a service charge of 1.5% per month on any invoice amounts due under this Agreement that are thirty (30) days past due.

10.6 Reserve Account(s).

10.6.1 Program Reserve Account(s). In connection with a Program, Bank has the right to require Company to establish one or more reserve accounts to secure obligations of Company under this Agreement and any Program. Company agrees to fund such Reserve Account(s) in such minimum amounts as may be set forth in an applicable Program Schedule or hereunder, and Company hereby grants a security interest in such Reserve Account(s) to secure Program obligations under the Program Documents. Company shall take all actions necessary to ensure Bank's security interest is perfected.

10.6.2 Required Minimum Balance. Bank shall establish and Company shall fund and maintain at all times one or more noninterest-bearing deposit accounts at Bank in the Company's name to hold funds to cover obligations of Company to Bank, which shall be controlled by Bank and held on behalf of Company (the "Reserve Account"). Company shall ensure any required Reserve Account is funded at all times with a minimum balance in an amount not less than an amount computed according to Exhibit D or as set forth in the Program Schedule (as applicable), as modified from time to time in accordance with Section 10.6.4 ("Required Minimum Balance"). Company shall fund the Reserve Account(s) prior to the provision of any Services to Borrowers or marketing the applicable Program to any Person and shall maintain the Required Minimum Balance in the Reserve Account(s) for a minimum of one hundred and eighty (180) days following the termination of this Agreement and any Wind-Down Period. The Bank retains the right to withhold the Reserve Account balance in the event Company's payments or any monetary obligations are outstanding at the end of the Wind-Down Period. For the avoidance of doubt, the existence of the Reserve Account(s) shall not limit any liability for any Losses, liabilities, costs or other expenses that Company is responsible for under the terms of any Program Documents or any Schedule. Company grants to Bank a security interest in the Reserve Account(s) to secure the full and faithful performance of Company's obligations under any Program Schedule or Program Document.

10.6.3 Bank's Right to Withdraw from Reserve Account. Without limiting any other rights or remedies of Bank under any Program Documents, this Program Schedule or as may be available at law or equity, Bank shall have the right to withdraw funds from the Reserve Account to cover [***]. Prior to any of Bank's withdrawal of funds in connection with this Section, Bank shall provide written notice to Company. Thereafter if not paid directly by Company and such amounts are withdrawn by Bank, then Company will deposit into the relevant Reserve Account an amount sufficient to cause the balance to be not less than the Required Minimum Balance within two (2) Business Days after receipt of such notice.

10.6.4 Modifications. Bank reserves the right to increase or decrease the Required Minimum Balance using the method set forth in the Program Schedule requiring the Reserve Account in the event of [***]; provided, however, that any such change resulting in an increase to the calculation of the Required Minimum Balance shall be accompanied by a good faith justification for such change and a reasonable time from for the implementation.

10.6.5 Company's Right to Withdraw from Reserve Account. Company acknowledges and agrees it shall not, and shall have no rights to, withdraw funds from the Reserve Account unless and solely to the extent such withdrawal shall not cause the balance in the Reserve Account to fall below the Required Minimum Balance.

10.7 Right of Setoff. Bank may, in its sole discretion, deduct, set-off, combine, consolidate or otherwise appropriate and apply [***].

ARTICLE 11

TERM AND TERMINATION

11.1 Term.

11.1.1 Agreement Term. Unless terminated earlier in accordance with this Article 11, this Agreement shall have an initial term beginning on the Effective Date and ending on the final day of the calendar month that is the fifth (5th) anniversary of the Effective Date (the "Initial Term") and shall renew automatically for successive terms of two (2) years each (each a "Renewal Term," and, collectively, the Initial Term and Renewal Term(s), together with any Wind-Down Period, shall be referred to as the "Term"), unless either Party provides written notice of non-renewal to the other Party at least three hundred sixty five (365) days prior to the end of the Initial Term or any Renewal Term or this Agreement is earlier terminated in accordance with the provisions hereof.

11.1.2 Program Schedule Term. Each Program Schedule shall have a term expiring at the end of the Term, unless otherwise specified in such Program Schedule.

11.2 Termination.

11.2.1 Program Schedule Termination. Either Party shall have the right to terminate this Agreement upon the expiration or earlier termination of all Program Schedules; provided, that the provisions that are specifically noted to survive any expiration or termination in this Agreement or any Program Schedule shall survive such expiration or termination.

11.2.2 Bank Termination Rights. Bank shall have the right to terminate this Agreement immediately upon written notice to Company if:

11.2.2.1 Bank determines (i) in good faith following discussions with outside counsel that (a) its continued performance under this Agreement or any Program Schedule would be in violation of Applicable Law, including but not limited to, as a result of a change in Applicable Law, any judicial decision of a court having jurisdiction over Bank, or any interpretation of a Regulatory Authority with jurisdiction over Bank, or (b) its continued performance under this Agreement or any Program Schedule would materially and adversely affect the safety and soundness of Bank; and (ii) that such material violation cannot be cured through timely modification of a Program, as provided herein;

11.2.2.2 Bank's continued participation in the Program has been prohibited by order or injunction of any court or Regulatory Authority;

11.2.2.3 There is a Material Adverse Effect with respect to the Company that, if capable of cure, remains uncured more than thirty (30) Business Days after written notice thereof from Bank;

11.2.2.4 Company breaches any of its Financial Covenants and does not cure such breach or does not obtain a written waiver of such breach from Bank within thirty (30) Business Days after written notice thereof from Bank;

11.2.2.5 Company breaches its obligations to fund any Reserve Account and does not fund the Reserve Account up to the minimum balance required thereof within two (2) Business Days after written notice of insufficient funding from Bank; or

11.2.2.6 [***].

11.2.3Mutual Termination Rights. Either Party shall have the right to terminate this Agreement immediately upon written notice to the other Party in any of the following circumstances:

11.2.3.1Any representation or warranty made by the other Party in this Agreement or any Program Schedule shall be incorrect in any material respect and shall not have been corrected within thirty (30) Business Days after written notice thereof has been given to such other Party;

11.2.3.2The other Party shall default in the performance of any material obligation or undertaking under this Agreement or any Program Schedule, and such default shall continue for thirty (30) Business Days after written notice thereof has been given to such other Party;

11.2.3.3The other Party shall have a receiver or conservator appointed for it, shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency, receivership, conservatorship or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, conservator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of a trustee, receiver, liquidator, conservator, custodian or other similar official or to any involuntary case or other similar proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

11.2.3.4An involuntary case or other proceeding, whether pursuant to banking regulations or otherwise, shall be commenced against the other Party seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency, receivership, conservatorship or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, conservator, custodian or other similar official of it or any substantial part of its property and such action or proceeding remains undismissed sixty (60) days after its filing; or an order for relief shall be entered against the other Party under the federal bankruptcy laws as now or hereafter in effect; or

11.2.3.5The Servicing Agreement or Purchase Agreement expire, are terminated, or are otherwise no longer in effect.

11.2.4Company Termination Rights. Company shall have the right to terminate this Agreement immediately upon written notice to Bank:

11.2.4.1If there is a Material Adverse Effect with respect to Bank (i) involving an event, change, or occurrence that individually or together with any other event, change, or occurrence, has a material adverse impact on the ability of Bank to perform its obligations under this Agreement or any Program Schedule, and (ii) if capable of cure, remains uncured more than thirty (30) Business Days after written notice thereof from Company;

11.2.4.2If there is a Change of Control at Bank that results in Bank's acquisition by a direct competitor of Company;

11.2.4.3[***];

11.2.4.4For [***] following the expiration of three hundred sixty-five (365) days' written notice to Bank; or

11.2.4.5If an action by Bank under a Program Document (except to the extent that such action was taken by Company in its capacity as service provider to Bank) or a change in Applicable Law (including the interpretation thereof by a federal or state court or a regulatory authority that has supervisory or investigatory authority over Bank) has a material and adverse impact [***].

11.2.5Suspension.

11.2.5.1 In addition to any other rights or remedies available to Bank under this Agreement or by law, Bank shall have the right to suspend performance of its obligations under this Agreement during the period commencing with the occurrence of, and following after any applicable cure period set forth hereunder, any [***], and in any case such suspension of performance shall end when such condition has been cured. Provided, however, that with respect to [***].

11.2.5.2 Notwithstanding the foregoing, Bank shall not suspend performance of any existing obligations owed directly to Accountholders under the Account Agreement or any other agreement by and between Accountholders and Bank, as required by Applicable Law.

11.2.6 Effect of Termination.

11.2.6.1 The termination or expiration of this Agreement either in part or in whole shall not discharge any Party from any obligation incurred prior to such termination.

11.2.6.2 To the extent this Agreement is terminated by Company pursuant to the terms hereunder or by Company or Bank at the end of the Term (i) Company shall (x) cooperate with Bank to implement an appropriate wind down plan to comply with Applicable Law and minimize any customer impact and (y) purchase any Consumer Credit Products or Receivables owned by Bank as of the termination date from Bank in accordance with the Purchase Agreement (other than Retained Loans); and (ii) Bank may, but will no longer be obligated to originate, any Consumer Credit Products or Receivables as of the termination date.

11.3 Termination Payments.

11.3.1 If for any reason this Agreement is terminated prior to the end of the Initial Term or Renewal Term due to (i) Company's termination of the Agreement under Section 11.2.4.4; or (ii) Bank's termination of the Agreement under Sections 11.2.3.1 through 11.2.3.4 (inclusive), 11.2.2.1 (if the cause of any event contemplated under Section 11.2.2.1 is caused by Company), 11.2.2.2 (if the cause of the event contemplated under Section 11.2.2.2 is caused by Company), 11.2.2.3 through 11.2.2.6 (inclusive), or pursuant to Section 11.2.3.5 where (y) the Purchase Agreement is terminated by Bank pursuant to Sections 6.2(a)(i)-(ii) (inclusive) or Section 6.2(b); or (z) the Servicing Agreement is terminated by Bank pursuant to Sections 7.2(c)(i)-(iii) (inclusive) or Section 7.2(b), then [***].

11.4 Post-Termination Assistance and Wind-Down.

11.4.1 So long as it is not prohibited by Applicable Law, in the event of the termination or expiration of this Agreement or a Program Schedule, the Parties agree to cooperate in good faith to transition or wind-down any affected Program(s) in accordance with Applicable Law in a commercially reasonable way within 180 days from the date of termination or expiration (the "Wind-Down Period"). Each Party acknowledges that the goals of any transition or wind-down of any Program are to benefit the Accountholders by minimizing any possible burdens or confusion and to protect and enhance the names and reputations of the Parties. During the Wind-Down Period, Company shall not accept any Account Applications, or onboard Accountholders, and Bank shall not open any new Accounts, except that Bank will fund any Closed-End Consumer Credit Products that were approved by Bank prior to the termination date. Except as otherwise provided in this section, each Party shall remain in compliance with all provisions of the Agreement and any Program Schedule, including the maintenance of the appropriate balances in the Operating Account and any Reserve Account and the timely payment of all other amounts under the Agreement and any Program Schedule. In the event (i) Company fails to provide effective notice of its intent to transition a Program pursuant to Section 11.4.2 below; or (ii) a transition is otherwise not permitted, the Parties shall work in good faith to wind down the Program in compliance with Applicable Law. The Bank shall retain the right to shorten the Wind-Down Period if required by a Regulatory Authority.

11.4.2 **Transition.** If this Agreement or any Program Schedule terminates or expires, Company may elect at its sole cost and expense to transition the affected Program to a qualified successor financial

institution ("Successor Bank"); provided that, notwithstanding anything herein to the contrary, Bank shall be under no obligation to transition any Program if (i) Bank has terminated this Agreement or any Program Schedule as a result of Company's breach of the Agreement or Program Schedule; (ii) transitioning the Program would result in Bank's noncompliance with Applicable Law or the supervisory guidance of a Regulatory Authority; or (iii) the assignment or other documentation used to effectuate the transition does not provide that Bank will be fully indemnified and released with respect to any and all liabilities arising out of or relating to the Program after the date the Program is transitioned to the Successor Bank. In the event Company is eligible to transition the Program to a Successor Bank (a "Transition Event"), Company must give written notice of its decision to exercise this option within fifteen (15) days of the notice giving rise to termination of this Agreement or any Program Schedule and, within thirty (30) days of such notice, must provide a detailed, written transition plan, including Company's proposed timeline for transition, transition procedures, planned Successor Bank, the proposed assignment or other documentation and any other information reasonably requested by Bank (a "Transition Plan"). The Transition Plan must ensure the transition is accomplished prior to the end of the Wind-Down Period.

11.4.3 Transition Plan. Bank and Company shall meet promptly and use best efforts to finalize a mutually agreed Transition Plan. Unless otherwise contemplated by the Transition Plan, Bank and Company shall continue to be bound by and comply with the terms of this Agreement and any Program Schedule and to perform all of their obligations hereunder until such time as all obligations have been satisfied and resolved to Bank's satisfaction. If Company is unable or unwilling to continue meeting its obligations under this Agreement, or if the Parties have not agreed on a final Transition Plan within thirty (30) days of the notice to transition to a Successor Bank, the Parties agree to wind the Program down in accordance with Section 11.4.1.

11.4.4 Publicity of Termination or Wind-Down. Except as required by Applicable Law, in no event will either Party make any public statement or customer communication regarding the termination or wind-down of this Agreement or a Transition Event, or any Program without the express prior written approval of the other, which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Bank or Company may communicate the termination or expiration of this Agreement with (i) any third party with which it has contracted to provide services for the affected Program(s), (ii) any third party involved in a Financing Transaction or Whole Loan Transfer if there is a contractual obligation under the related documents to do so; provided, however, Company shall ensure such third party maintains the confidentiality of any such communication, and (iii) in the case of a Transition Event, to any third party with which Company desires to negotiate to take over as Successor Bank.

11.4.5 Transition Event Services and Wind-Down Costs. Upon notice of termination of this Agreement, the Parties shall mutually agree upon the allocation of expenses and costs associated with a wind-down of any Program or transition to a Successor Bank of any Program, except to the extent this Agreement is terminated for cause by Bank, then Company shall be responsible for all reasonable and documented third party expenses and costs associated with such wind-down or transition. If, after good faith negotiations, the Parties are unable to agree on the allocation of expenses and costs within twenty (20) days of notice of termination, then Company shall be responsible for all reasonable and documented third party expenses and costs associated with such wind-down or transition; provided, however, Company shall not be responsible for any such expenses and costs that exceed the amount customarily incurred by Bank in connection with the wind-down or transition of programs similar to the Program. Notwithstanding, Company shall reimburse Bank for all reasonable and documented expenses incurred by Bank in connection with the transfer of any Program to a Successor Bank, including any costs associated with preparing or negotiating any documentation with Company and Successor Bank. Each Party shall pay its own internal costs and expenses incurred in connection with any wind-down of this Agreement or Transition Event.

ARTICLE 12

LIMITATION OF LIABILITY; INDEMNIFICATION

12.1 Limitation of Liability.

12.1.1Limitation on Special Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY AND EXCEPT AS PROVIDED IN SECTION 12.1.3.1, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER OR LOST PROFITS (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY PROGRAM SCHEDULE.

12.1.2Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement and except as provided [***], (i) Bank's total liability for any and all damages arising from Programs or under any Program Documents not involving Consumer Credit Products shall not exceed [***], (ii) Bank's total liability for any and all damages arising from Programs involving Consumer Credit Products shall not exceed [***], and (iii) Bank's total liability for any and all damages arising from Bank's indemnification obligation set forth [***] shall not exceed [***]. [***] Notwithstanding anything to the contrary under any Program Documents, there shall be no duplication of losses indemnified by or recoverable against Bank or Company under any Program Document and any other agreement by and between Bank and Company.

12.1.3Exclusions to Limitations.

12.1.3.1SECTION 12.1.1 SHALL NOT APPLY TO ANY CLAIM ARISING FROM OR RELATED TO (i) ANY FRAUD, GROSS NEGLIGENCE, INTENTIONAL OR WILLFUL BREACH OF A PARTY; OR (ii) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 12.2 OR UNDER ANY PROGRAM DOCUMENT.

12.1.3.2SECTION 12.1.2 SHALL NOT APPLY TO ANY CLAIM ARISING FROM OR RELATED TO ANY FRAUD, GROSS NEGLIGENCE, INTENTIONAL OR WILLFUL BREACH OF BANK.

12.2 Indemnification.

12.2.1Company Obligations. Except in each case to the extent of Losses [***], Company shall be liable to and shall indemnify, defend, and hold harmless Bank and its respective directors, officers, employees, agents and Affiliates and permitted assigns from and against any and all Losses arising out of [***].

12.2.2Bank Obligations. Except in each case to the extent of Losses [***], Bank shall be liable to and shall indemnify, defend, and hold harmless Company and its respective directors, officers, employees, agents and Affiliates and permitted assigns from and against any and all Losses arising out of [***].

12.2.3Losses. Except to the extent of Losses [***], Company agrees that it shall be responsible for and liable to Bank for all Losses incurred by Bank in connection with a Program including, but not limited to: [***].

12.2.4Notice of Claims. To the extent permitted by Applicable Law, the Party seeking indemnification (the "Indemnified Party") hereunder shall promptly notify the indemnifying party (the "Indemnifying Party"), but, in the case of lawsuit, in no event later than the time necessary to enable the Indemnifying Party to file a timely answer to the complaint, in writing, of any notice of the assertion by any third party of any claim or of the commencement by any third party of any legal or regulatory proceeding, arbitration or action, or if the Indemnified Party determines the existence of any such claim or the commencement by any third party of any such legal or regulatory proceeding, arbitration or action, whether or not the same shall have been asserted or initiated, in any case with respect to which the Indemnifying Party is or may be obligated to provide indemnification (an "Indemnifiable Claim"), specifying in reasonable detail the nature of the claim and, if known, the amount or an estimate of the amount of the Losses; provided, that failure to promptly give such notice shall only limit the liability of the Indemnifying Party to the extent of the actual prejudice, if any, suffered by the Indemnifying Party as a result of such failure. The

Indemnified Party shall provide to the Indemnifying Party as promptly as practicable thereafter information and documentation reasonably requested by the Indemnifying Party to defend against the Indemnifiable Claim.

12.2.5 Defense and Counsel. Subject to the terms hereof, the Indemnifying Party shall have the right to assume the defense of any suit, claim, action or proceeding. The Indemnifying Party shall have [***] after receipt of any notification of an Indemnifiable Claim (a "Claim Notice") to notify each relevant Indemnified Party in writing of the Indemnifying Party's election to assume the defense of the Indemnifiable Claim and, through counsel of the Indemnifying Party's own choosing, and at its own expense, to commence the settlement or defense thereof, and each such Indemnified Party shall cooperate with the Indemnifying Party in connection therewith if such cooperation is so requested and the request is reasonable; provided, that the Indemnifying Party shall hold each Indemnified Party harmless from its reasonable out-of-pocket expenses, including reasonable attorneys' fees, incurred in connection with the Indemnified Parties' cooperation; provided, further, that if the Indemnifiable Claim relates to a matter before a Regulatory Authority, each Indemnified Party may elect, upon written notice to the Indemnifying Party, to assume the defense of the Indemnifiable Claim at the cost of and with the cooperation of the Indemnifying Party. If the Indemnifying Party assumes responsibility for the settlement or defense of any such claim, (i) the Indemnifying Party shall permit each relevant Indemnified Party to participate at such Indemnified Party's expense (for which no claim of Losses shall be made) in such settlement or defense through counsel chosen by such Indemnified Party; provided, that, in the event that both the Indemnifying Party and an Indemnified Party are defendants in the proceeding, and such Indemnified Party has reasonably determined and notified the Indemnifying Party that representation of both parties by the same counsel would be inappropriate due to the actual or potential differing interests between them, then the reasonable fees and expenses of one such counsel for all Indemnified Parties in the aggregate shall be borne by the Indemnifying Party; and (ii) the Indemnifying Party shall not settle any Indemnifiable Claim without each relevant Indemnified Party's consent, except that the Indemnifying Party may settle any Indemnifiable Claim upon notice to each such Indemnified Party if the settlement involves only the payment of money damages and no admission of liability by any Person and no injunctive relief, and the settlement is subject to a confidentiality provision prohibiting disclosure of the terms of the settlement.

12.2.6 Settlement of Claims. If the Indemnifying Party does not notify each relevant Indemnified Party in writing within [***] after receipt of the Claim Notice that it elects to undertake the defense of the Indemnifiable Claim described therein, or if the Indemnifying Party fails to contest vigorously any such Indemnifiable Claim, or if an Indemnified Party elects to control the defense of an Indemnifiable Claim before a Regulatory Authority as permitted by Section 12.2.4 above, then, in each case, the Indemnified Party shall have the right, upon reasonable written notice to the Indemnifying Party, to contest, settle or compromise the Indemnifiable Claim in the exercise of its reasonable discretion; provided that the Indemnified Party shall notify the Indemnifying Party in writing prior thereto of any compromise or settlement of any such Indemnifiable Claim and shall consider in good faith and discuss with the Indemnifying Party any objection to the settlement the Indemnifying Party may express. No action taken by any Indemnified Party pursuant to this paragraph (e) shall deprive such Indemnified Party of its rights to indemnification pursuant to this Article 12.

12.2.7 Indemnification Payments. Amounts owing under Section 12.2 shall be paid promptly upon written demand for indemnification containing in reasonable detail the facts giving rise to such Losses.

ARTICLE 13

MISCELLANEOUS

13.1 Relationship of Parties. Except as otherwise provided herein, Bank and Company agree that they are in the position of independent contractors in performing their responsibilities pursuant to this Agreement. This Agreement is not intended to create, nor does it create, and it shall not be construed to create, a relationship of partner or joint venturer or any association for profit between and among Bank and Company.

13.2 Governing Law. This Agreement shall be governed by federal law, as well as the internal laws, and not by the laws regarding conflicts of laws, of the State of California. Each Party hereby submits to the jurisdiction of the federal and state courts sitting in San Francisco, California for the resolution of any and all claims arising out of or related to this Agreement, and waives any objection to venue with respect to actions brought in such courts.

13.3 Severability. Any provision of this Agreement that is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining portions hereof in such jurisdiction or rendering such provision or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction. In addition to Section 2.1.3 (Program Modifications), if the operation of a Program or the compliance by a Party with its obligations set forth herein causes or results in a violation of an Applicable Law, the Parties agree to negotiate in good faith to modify the impacted Program or this Agreement as necessary in order to permit the Parties to continue the impacted Program in full compliance with Applicable Law.

13.4 Assignment. This Agreement and the rights and obligations hereunder shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns. Neither Party shall be entitled to assign or transfer any interest under this Agreement without the prior written consent of the other Party; provided that Bank may assign or transfer any interest under this Agreement to an Affiliate without the prior written consent of Company only if the Affiliate is a federally chartered depository institution with federal deposit insurance. No assignment under this section shall relieve a Party of its obligations under this Agreement.

13.5 Third-Party Beneficiaries. Nothing contained herein shall be construed as creating a third-party beneficiary relationship between either Party and any other Person.

13.6 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed received (a) on the day delivered, if delivered by hand; (b) on the day transmitted, if transmitted by facsimile or e-mail with receipt confirmed; or (c) three (3) Business Days after the date of mailing to the other Party, if mailed first-class mail postage prepaid, in each case at the applicable address that follows (or such other address as either Party shall specify in a notice to the other):

To Bank:	Column National Association Management Corp. Attention: [***] 979 Batesville Rd., Suite B Greer, SC 29651 Email: [***]	Attention: [***][***] Email: [***]To Company: Regional
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13.7 Amendment and Waiver. This Agreement may not be amended orally, but only by a written instrument signed by all Parties. The delay or failure of a Party to require the performance of any term of this Agreement or the waiver by a Party of any default under this Agreement shall not prevent a subsequent enforcement of such term and shall not be deemed a waiver of any subsequent breach. All waivers must be in writing and signed by the Party against whom the waiver is to be enforced.

13.8 Entire Agreement. This Agreement, the exhibits hereto, the Program Schedules, and any exhibits thereto, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede any prior or contemporaneous negotiations or oral or written agreements with regard to the same subject matter.

13.9 Further Assurances. From time to time, each Party will execute and deliver to the other such additional documents and will provide such additional information as the other Party may reasonably require to carry out the terms of this Agreement.

13.10 Referrals. Neither Party has agreed to pay any fee or commission to any agent, broker, finder or other person for or on account of such person's services rendered in connection with this Agreement that would give rise to any valid claim against the other Party for any commission, finder's fee or like payment.

13.11 Counterparts. This Agreement may be executed and delivered by the Parties in any number of counterparts, and by different parties on separate counterparts, each of which counterpart shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument. The Parties agree that this Agreement and signature pages may be transmitted between them by electronic mail and that PDF signatures may constitute original signatures and that a PDF signature page containing the signature (PDF or original) is binding upon the Parties.

13.12 Interpretation. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto, and the same shall be construed neither for nor against either Party but shall be given a reasonable interpretation.

13.13 Force Majeure. If any Party is unable to carry out the whole or any part of its obligations under this Agreement by reason of a Force Majeure Event, then the performance of the obligations under this Agreement of such Party as they are affected by such cause shall be excused during the continuance of the inability so caused, except that should such inability not be remedied within thirty (30) days after the date of such cause, the Party not so affected may at any time after the expiration of such thirty (30) day period, during the continuance of such inability, terminate this Agreement on giving written notice to the other Party and without payment of a termination fee or other penalty. To the extent that the Party not affected by a Force Majeure Event is unable to carry out the whole or any part of its obligations under this Agreement because a prerequisite obligation of the Party so affected has not been performed, the Party not affected by a Force Majeure Event also is excused from such performance during such period. A "Force Majeure Event" as used in this Agreement shall mean an unanticipated event that is not reasonably within the control of the affected Party or its subcontractors (including, but not limited to, acts of God, acts of governmental authorities, strikes, war, riot and any other causes of such nature), and which by exercise of reasonable due diligence, such affected Party or its subcontractors could not reasonably have been expected to avoid, overcome or obtain, or cause to be obtained, a commercially reasonable substitute therefor. No Party shall be relieved of its obligations hereunder if its failure of performance is due to removable or remediable causes which such Party fails to remove or remedy using commercially reasonable efforts within a reasonable time period. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of a Force Majeure Event shall give prompt notice of such fact to the other Party, followed by written confirmation of notice, and shall exercise due diligence to remove such inability with all reasonable dispatch.

13.14 Insurance. Company agrees to maintain adequate insurance coverage on the terms and conditions specified in Exhibit C at all times during the Term, to provide an annual update of all insurance coverages and to notify Bank promptly of any cancellation or lapse of any such insurance coverage. Insurance policies required to be maintained hereunder shall be procured from insurance companies reasonably acceptable to Bank. Company shall provide evidence of its insurance coverages in the form of certificates of insurance promptly following the Effective Date and at each policy renewal or replacement.

13.15 Headings. Captions and headings in this Agreement are for convenience only and are not to be deemed part of this Agreement.

13.16 Publicity. Except as provided in Section 11.4.4, Company agrees that Company may only refer to Bank, the Programs, and any Services offered through a Program in any public statement, press releases,

promotional materials and marketing materials, including marketing scripts, press releases, and other marketing materials with the prior written approval of Bank. Bank may require a change in such materials upon written notice to Company. [***].

13.17 Manner of Payments. Unless the manner of payment is expressly provided herein, all payments under this Agreement shall be made by ACH transfer, wire, or other payment methods agreed by the Parties to the bank accounts designated by the respective Parties.

13.18 Survival. The terms of this Agreement shall survive through the Wind-Down Period. The terms of Articles 1, 5, 6, 7, 12, and 13 and Sections 3.5, 3.7, 3.12 3.18, 4.2, 4.3, 9.1, 9.2, 9.6, 10.3, 11.2.6, 11.3, and 11.4, and such other provisions as by their terms expressly shall survive termination or expiration of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first written above.

COLUMN NATIONAL ASSOCIATION

By: /s/ William Hockey
Name: William Hockey
Title: Chief Executive Officer

REGIONAL MANAGEMENT CORP.

By: /s/ Lakhbir Lamba
Name: Lakhbir Lamba
Title: President and Chief Executive Officer

Exhibits

Exhibit A **Program Policies**

Exhibit B **Company's Critical Service Providers**

Exhibit C **Insurance Requirements**

Exhibit D **Reserve Account Minimum Balance**

Exhibit E **Accountholder File Minimum Requirements**



Summary report:	
Litera Compare Cloud 11.15.0.57 Document comparison done on 4/22/2026 9:55:54 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Column - RMC - Program Management Agreement (03.01.26).docx	
Modified filename: Column - RMC - Program Management Agreement (vRedacted 4.22.26).docx	
Changes:	
Add	6
Delete	9
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	15

CERTIFICATION

I, Lakhbir S. Lamba, certify that:

- (1) I have reviewed this Quarterly Report on Form 10-Q of Regional Management Corp.;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2026

/s/ Lakhbir S. Lamba

Lakhbir S. Lamba

President and Chief Executive Officer

CERTIFICATION

I, Harpreet Rana, certify that:

- (1) I have reviewed this Quarterly Report on Form 10-Q of Regional Management Corp.;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 31, 2026

/s/ Harpreet Rana

Harpreet Rana

Executive Vice President and Chief Financial and
Administrative Officer

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED
PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, each of the undersigned hereby certifies that to his or her knowledge: (i) the Quarterly Report on Form 10-Q of Regional Management Corp. (the "Company") for the quarter ended June 30, 2026 (the "Report"), as filed with the Securities and Exchange Commission, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and (ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company on the dates and for the periods presented therein.

Date: July 31, 2026

/s/ Lakhbir S. Lamba

Lakhbir S. Lamba

President and Chief Executive Officer

Date: July 31, 2026

/s/ Harpreet Rana

Harpreet Rana

Executive Vice President and Chief Financial and Administrative
Officer
