

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

**SCHEDULE 13D
(Rule 13d-101)**

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

(Amendment No. 2)¹

Oportun Financial Corporation
(Name of Issuer)

Common Stock, \$0.0001 par value per share
(Title of Class of Securities)

68376D104
(CUSIP Number)

FINDELL CAPITAL MANAGEMENT LLC
88 PINE STREET, SUITE 2240
New York, New York 10005
ATTN: RYAN VOERG
(646) 907-5217

ANDREW FREEDMAN, ESQ.
OLSHAN FROME WOLOSKY LLP
1325 Avenue of the Americas
New York, New York 10019
(212) 451-2300
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

March 7, 2024
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

¹ The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

CUSIP No. 68376D104

1	NAME OF REPORTING PERSON FINDELL CAPITAL PARTNERS, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)	<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 2,021,000
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER

2,021,000

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,021,000
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 5.9%
14	TYPE OF REPORTING PERSON PN

2

CUSIP No. 68376D104

1	NAME OF REPORTING PERSON FINN MANAGEMENT GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 2,291,600
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 2,291,600
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,291,600	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.7%	
14	TYPE OF REPORTING PERSON OO	

3

CUSIP No. 68376D104

1	NAME OF REPORTING PERSON FINDELL CAPITAL MANAGEMENT LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	

6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 2,291,600
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 2,291,600
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,291,600	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.7%	
14	TYPE OF REPORTING PERSON OO	

4

CUSIP No. 68376D104

1	NAME OF REPORTING PERSON BRIAN A. FINN	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 2,291,600
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 2,291,600
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 2,291,600	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 6.7%	
14	TYPE OF REPORTING PERSON IN	

5

CUSIP No. 68376D104

1	NAME OF REPORTING PERSON SUSAN EHRLICH	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON - 0 -	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%	
14	TYPE OF REPORTING PERSON IN	

6

CUSIP No. 68376D104

1	NAME OF REPORTING PERSON SCOTT PARKER	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON - 0 -	

12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%
14	TYPE OF REPORTING PERSON IN

7

CUSIP No. 68376D104

1	NAME OF REPORTING PERSON DAVID TOMLINSON	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 133,000
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 133,000*
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 133,000*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON IN	

* Includes 1,000 Shares underlying certain call options which are currently exercisable.

8

CUSIP No. 68376D104

The following constitutes Amendment No. 2 to the Schedule 13D filed by the undersigned (the "Amendment No. 2"). This Amendment No. 2 amends the Schedule 13D as specifically set forth herein.

Item 2. Identity and Background.

Items 2 (a) through (f) are hereby amended and restated as follows:

- (a) This statement is filed by the following:
- (i) Findell Capital Partners, LP, a Delaware limited partnership ("FCP"), with respect to the Shares directly and beneficially owned by it;
 - (ii) Finn Management GP LLC, a Delaware limited liability company ("FMGP"), as the general partner of FCP;
 - (iii) Findell Capital Management LLC, a Delaware limited liability company ("FCM"), as the investment manager of FCP;
 - (iv) Brian A. Finn, as the member and sole director of FCM and managing member of FMGP;
 - (v) Susan Ehrlich, as a nominee for the Board of Directors of the Issuer (the "Board");
 - (vi) Scott Parker, as a nominee for the Board; and

(vii) David Tomlinson, as a nominee for the Board.

Each of the foregoing is referred to as a "Reporting Person" and collectively as the "Reporting Persons." Each of the Reporting Persons is a party to that certain Joint Filing and Solicitation Agreement, as further described in Item 6. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D.

(b) The principal business address of each of FCP, FMGP, FCM and Mr. Finn is 88 Pine Street, Suite 2240, New York, New York 10005. The principal business address of Ms. Ehrlich is 1275 Greenwich Street, Apt. 302, San Francisco, CA 94109. The principal business address of Mr. Parker is 1700 N. University Drive, Plantation, FL 33322. Mr. Tomlinson does not have a principal business address.

(c) The principal business of FCP is investing in securities. The principal business of FCM is serving as the investment manager to FCP. The principal business of FMGP is serving as the general partner to FCP. The principal occupation of Mr. Finn is serving as member and sole director of FCM. The principal occupation of Ms. Ehrlich is serving as a Partner at Core Innovation Capital. The principal occupation of Mr. Parker is serving as the Chief Financial Officer of NationsBenefits, LLC. Mr. Tomlinson is retired.

(d) During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the past five years, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such entity or person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

9

CUSIP No. 68376D104

(f) Messrs. Finn, Parker and Tomlinson and Ms. Ehrlich are citizens of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and restated as follows:

FCM invested a total of \$8,734,433, including brokerage commissions, to purchase 2,291,600 Shares. The source of funds was FCM's capital available for investment. FCM may effect purchases of Shares through margin accounts maintained for it with brokers, which extend margin credit as and when required to open or carry positions in their margin accounts, subject to applicable federal margin regulations, stock exchange rules and such firms' credit policies. Positions in Shares may be held in margin accounts and may be pledged as collateral security for the repayment of debit balances in such accounts. Such margin accounts may from time to time have debit balances. Because other securities may be held in such margin accounts, it may not be possible to determine the amounts, if any, of margin used to purchase Shares.

Mr. Tomlinson invested a total of \$464,640, including brokerage commissions, to purchase 132,000 Shares. The aggregate purchase price of call options underlying 1,000 Shares held by Mr. Tomlinson was approximately \$1,257. Such Shares and call options were purchased with personal funds, which purchases were effected through a margin account maintained with his broker, Charles Schwab, which extends margin credit as and when required to open or carry positions in such account, subject to applicable federal margin regulations, stock exchange rules and Charles Schwab's credit policies. Since other securities are held in such margin account in addition to the Shares, it may not be possible to determine the amounts, if any, of margin attributable to the Shares. Nevertheless, to the best of Mr. Tomlinson's knowledge, no Shares he holds were acquired on margin. Mr. Tomlinson is in the process of transferring all Shares that he owns into a non-marginable cash account.

Item 4. Purpose of Transaction.

Item 4 is hereby amended to add the following:

On March 7, 2024, FCP delivered a letter to the Issuer formally nominating a slate of three highly qualified director candidates, Susan Ehrlich, Scott Parker and David Tomlinson (collectively, the "Nominees"), for election to the Board at the Issuer's 2024 annual meeting of stockholders (the "Annual Meeting"). The Reporting Persons have engaged, and are continuing to engage, in a constructive and private dialogue with the Board and management in hopes of achieving a cooperative resolution.

Item 5. Interest in Securities of the Issuer.

Items 5(a) through (e) are hereby amended and restated to read as follows:

- (a) As of the date hereof, the Reporting Persons beneficially owned 2,424,600 Shares in the aggregate, representing approximately 7.1% of the outstanding Shares, including (i) 2,021,000 Shares held directly by FCP, representing approximately 5.9% of the outstanding Shares, (ii) 270,600 Shares held in certain separately managed accounts and (iii) 132,000 Shares beneficially owned by Mr. Tomlinson and 1,000 Shares underlying certain call options held by Mr. Tomlinson. The aggregate percentage of Shares reported owned by the Reporting Persons herein is based upon 34,230,172 Shares outstanding, as of November 2, 2023, which is the total number of Shares outstanding as reported in the Issuer's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 9, 2023.

10

CUSIP No. 68376D104

- (b) Each of FCP, FCM, FMGP and Mr. Finn has shared voting power and shared investment power with respect to the Shares beneficially owned by them. Mr. Tomlinson has sole voting power and sole investment power with respect to the Shares beneficially owned by him.
- (c) Since the filing of Amendment No. 1 to the Schedule 13D, none of the Reporting Persons has effected any transactions in the Shares, except as set forth on Schedule A. Each Reporting Person, as a member of a "group" with the other Reporting Persons for the purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, may be deemed the beneficial owner of the Shares directly owned by the other Reporting Persons. Each Reporting Person disclaims beneficial ownership of such Shares except to the extent of his, her or its pecuniary interest therein.
- (d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, the Shares.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is hereby amended to add the following:

On March 7, 2024, the Reporting Persons entered into a Joint Filing and Solicitation Agreement in which, among other things, the Reporting Persons agreed

to (a) to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Issuer, (b) to form a group to solicit proxies for the election of certain persons nominated for election to the Board at the Annual Meeting and to take such other actions as the group deems advisable, (c) that the Nominees would not enter into any transactions in the securities of the Issuer without written notice to FCP's counsel, and (d) that FCP would bear all pre-approved expenses incurred in connection with the Reporting Persons' activities. The Joint Filing and Solicitation Agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

FCP has signed separate letter agreements (the "Indemnification Agreements") with each of the Nominees pursuant to which it and its affiliates have agreed to indemnify such Nominees against certain claims arising from the Solicitation and any related transactions. The Indemnification Agreements are attached hereto as Exhibit 99.2 and are incorporated herein by reference.

Each of the Nominees have granted Mr. Finn a power of attorney (the "Powers of Attorney") to execute certain SEC filings and other documents in connection with the solicitation of proxies from the Issuer's stockholders in connection with the Annual Meeting and any related transactions. The Powers of Attorney are attached hereto as Exhibit 99.3 and incorporated herein by reference.

Mr. Tomlinson has purchased American-style call options referencing an aggregate of 1,000 Shares, which have an exercise price of \$2.50 and which expire on March 15, 2024, as further described on Schedule A hereto.

11

CUSIP No. 68376D104

Other than as described herein, there are no contracts, arrangements, understandings or relationships among the Reporting Persons, or between the Reporting Persons and any other person, with respect to the securities of the Issuer.

Item 7. Material to be Filed as Exhibits

Item 7 is hereby amended to add the following exhibits:

- 99.1 Joint Filing and Solicitation Agreement, by and among Findell Capital Partners, LP, Findell Capital Management LLC, Finn Management GP LLC, Brian A. Finn, Susan Ehrlich, Scott Parker and David Tomlinson, dated March 7, 2024.
- 99.2 Indemnification Agreements.
- 99.3 Powers of Attorney.

12

CUSIP No. 68376D104

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: March 11, 2024

Findell Capital Partners, LP

By: Finn Management GP LLC
General Partner

By: /s/ Brian A. Finn
Name: Brian A. Finn
Title: Managing Member

Finn Management GP LLC

By: /s/ Brian A. Finn
Name: Brian A. Finn
Title: Managing Member

Findell Capital Management LLC

By: /s/ Brian A. Finn
Name: Brian A. Finn
Title: Member

/s/ Brian A. Finn
Brian A. Finn

/s/ Susan Ehrlich
Susan Ehrlich

/s/ Scott Parker
Scott Parker

/s/ David Tomlinson
David Tomlinson

SCHEDULE A**Transactions in Shares of the Issuer since the Filing of Amendment No. 1 to the Schedule 13D**
(all purchases and sales effected on the NASDAQ except as indicated below)**Findell Capital Management LLC**

<u>Nature of the Transaction</u>	<u>Amount of Securities Purchased/(Sold)</u>	<u>Price (\$)</u>	<u>Date of Purchase/Sale</u>
Purchase of Common Stock	13,000	\$3.9100 ¹	02/27/2024
Purchase of Common Stock	11,000	\$3.7850 ²	02/28/2024
Purchase of Common Stock	12,000	\$3.8600 ³	02/29/2024
Purchase of Common Stock	13,000	\$3.8525 ⁴	03/04/2024
Purchase of Common Stock	16,000	\$3.7450 ⁵	03/05/2024
Purchase of Common Stock	13,000	\$3.6525 ⁶	03/06/2024

David Tomlinson

Purchase of March 15, 2024 Call Option (\$2.50 Strike Price)	1,000	\$1.2570	03/08/2024
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¹ The price reported is a weighted average price. These Shares were purchases in multiple transactions ranging from \$3.8600 to \$3.9600 per Share. The Reporting Persons undertake to provide to the Issuer, any security of the Issuer or the staff of the of the Securities and Exchange Commission, upon request, full information regarding the number of Shares purchased at each separate price within the range set forth in this footnote 1.

² The price reported is a weighted average price. These Shares were purchases in multiple transactions ranging from \$3.7600 to \$3.8100 per Share. The Reporting Persons undertake to provide to the Issuer, any security of the Issuer or the staff of the of the Securities and Exchange Commission, upon request, full information regarding the number of Shares purchased at each separate price within the range set forth in this footnote 2.

³ The price reported is a weighted average price. These Shares were purchases in multiple transactions ranging from \$3.7900 to \$3.9300 per Share. The Reporting Persons undertake to provide to the Issuer, any security of the Issuer or the staff of the of the Securities and Exchange Commission, upon request, full information regarding the number of Shares purchased at each separate price within the range set forth in this footnote 3.

⁴ The price reported is a weighted average price. These Shares were purchases in multiple transactions ranging from \$3.7850 to \$3.9200 per Share. The Reporting Persons undertake to provide to the Issuer, any security of the Issuer or the staff of the of the Securities and Exchange Commission, upon request, full information regarding the number of Shares purchased at each separate price within the range set forth in this footnote 4.

⁵ The price reported is a weighted average price. These Shares were purchases in multiple transactions ranging from \$3.6900 to \$3.8000 per Share. The Reporting Persons undertake to provide to the Issuer, any security of the Issuer or the staff of the of the Securities and Exchange Commission, upon request, full information regarding the number of Shares purchased at each separate price within the range set forth in this footnote 2.

⁶ The price reported is a weighted average price. These Shares were purchases in multiple transactions ranging from \$3.5550 to \$3.7500 per Share. The Reporting Persons undertake to provide to the Issuer, any security of the Issuer or the staff of the of the Securities and Exchange Commission, upon request, full information regarding the number of Shares purchased at each separate price within the range set forth in this footnote 2.

JOINT FILING AND SOLICITATION AGREEMENT

WHEREAS, certain of the undersigned are stockholders, direct or beneficial, of Oportun Financial Corporation, a Delaware corporation (the "Company"); and

WHEREAS, Findell Capital Partners, LP, Finn Management GP LLC, Findell Capital Management LLC, and Brian A. Finn (collectively, "Findell"), Susan Ehrlich, Scott Parker, and David Tomlinson wish to form a group for the purpose of (i) seeking representation on the Board of Directors of the Company (the "Board") at the 2024 annual meeting of stockholders of the Company (including any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof, the "Annual Meeting"), (ii) soliciting proxies for the election of certain persons nominated for election to the Board at the Annual Meeting (including those nominated by Findell), (iii) taking all other action necessary to achieve the foregoing and (iv) taking any other actions the Group (as defined below) determines to undertake in connection with their respective investment in the Company (collectively, the "Purposes").

NOW, IT IS AGREED, this 7th day of March 2024 by the parties hereto:

1. In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), each of the undersigned (collectively, the "Group") agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company to the extent required by applicable law. Each member of the Group shall be responsible for the accuracy and completeness of his/her/its own disclosure therein, and is not responsible for the accuracy and completeness of the information concerning the other members, unless such member knows or has reason to know that such information is inaccurate.
 2. So long as this agreement is in effect, each of the undersigned shall provide written notice to Olshan Frome Wolosky LLP ("Olshan") of (i) any of their purchases or sales of securities of the Company or (ii) any securities of the Company over which they acquire or dispose of beneficial ownership. Notice shall be given no later than four (4) hours after each such transaction. For purposes of this agreement, the term "beneficial ownership" shall have the meaning of such term set forth in Rule 13d-3 under the Exchange Act.
 3. Each of the undersigned agrees to form the Group for the Purposes as set forth above.
 4. Findell shall have the right to pre-approve all expenses incurred in connection with the Group's activities and agrees to pay directly all such pre-approved expenses.
 5. Each of the undersigned agrees that any filing with the Securities and Exchange Commission, press release, Company communication or stockholder communication proposed to be made or issued by the Group or any member of the Group in connection with the Group's activities set forth in Section 3 shall be as directed by Findell.
 6. The relationship of the parties hereto shall be limited to carrying on the business of the Group in accordance with the terms of this agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any party to act as an agent for any other party, or to create a joint venture or partnership, or to constitute an indemnification. Nothing herein shall restrict any party's right to purchase or sell securities of the Company, as it deems appropriate, in his/her/its sole discretion, provided that all such purchases and sales are made in compliance with all applicable securities laws and the provisions of this agreement.
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7. This agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.
 8. This agreement is governed by and will be construed in accordance with the laws of the State of New York. In the event of any dispute arising out of the provisions of this agreement or their investment in the Company, the parties hereto consent and submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York located in the Borough of Manhattan or the courts of the State of New York located in the County of New York.
 9. The parties' rights and obligations under this agreement (other than the rights and obligations set forth in Section 4 and Section 8, which shall survive any termination of this agreement) shall terminate upon the earlier to occur of (i) the conclusion of the Annual Meeting or (ii) Findell providing written notice of termination to the other parties.
 10. Each party hereby waives the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.
 11. Each party acknowledges that Olshan shall act as counsel for both the Group and Findell relating to their investment in the Company.
 12. Each party hereby agrees that this agreement shall be filed as an exhibit to a Schedule 13D pursuant to Rule 13d-1(k)(1)(iii) under the Exchange Act that may in the future be required to be filed under applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

Findell Capital Partners, LP

By: Finn Management GP LLC
General Partner

By: /s/ Brian A. Finn
Name: Brian A. Finn
Title: Managing Member

Finn Management GP LLC

By: /s/ Brian A. Finn
Name: Brian A. Finn
Title: Managing Member

Findell Capital Management LLC

By: /s/ Brian A. Finn
Name: Brian A. Finn

Title: Member

/s/ Brian A. Finn
Brian A. Finn

/s/ Susan Ehrlich
Susan Ehrlich

/s/ David Tomlinson
David Tomlinson

/s/ Scott Parker
Scott Parker

FINDELL CAPITAL PARTNERS, LP
88 Pine Street, Suite 2240
New York, NY 10005

March 7, 2024

Re: Oportun Financial Corporation

Dear Mr. Tomlinson:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of Oportun Financial Corporation, a Delaware corporation (the "Company"), in connection with the proxy solicitation that Findell Capital Partners, LP and certain of its affiliates (collectively, "Findell") are considering undertaking to nominate and elect directors at the Company's 2024 annual meeting of stockholders, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Solicitation"). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its stockholders. This letter will set forth the terms of our agreement.

Findell agrees to indemnify and hold you harmless against any and all claims of any nature arising from the Solicitation and any related transactions, including, without limitation, any actions taken by Findell on your behalf and without your prior review and approval pursuant to that certain Joint Filing and Solicitation Agreement, dated on or about the date hereof (the "JFSA"), irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims arising from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions, provision to Findell or any of their affiliates of false or misleading information (including false or misleading information on any questionnaire you are requested to complete by Findell or any of their affiliates), or material breach of the terms of this letter agreement; provided, further, that except for acts in connection with the Solicitation and any related transactions which occurred prior to your being elected a director of the Company, the indemnification and other obligations hereunder shall terminate upon your becoming a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, and any and all reasonable costs and expenses incurred in investigating, preparing for or defending against any litigation, commenced or threatened, any civil, criminal, administrative or arbitration action, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Solicitation and any related transactions, including, without limitation, any actions taken by Findell on your behalf and without your prior review and approval pursuant to the JFSA (each, a "Loss").

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give Findell prompt written notice of such claim or Loss (provided that failure to promptly notify Findell shall not relieve Findell from any liability which it may have on account of this letter agreement, except to the extent Findell shall have been materially prejudiced by such failure). Upon receipt of such written notice, Findell will provide you with counsel to represent you. Such counsel shall be reasonably acceptable to you. In addition, you will be reimbursed promptly for all Losses suffered by you and as incurred as provided herein.

Findell may not enter into any settlement of any Loss or claim without your consent unless such settlement includes a release of you from any and all liability in respect of such Loss or claim and does not require you to admit to any wrongdoing or any violation of any law, order or regulation. Notwithstanding anything to the contrary set forth in this letter agreement, Findell shall not be responsible for any fees, costs or expenses of separate legal counsel retained by you without Findell's prior written approval. In addition, you agree not to enter into any settlement of any Loss or claim without the written consent of Findell, which consent will not be unreasonably withheld.

You hereby agree to keep confidential and not disclose to any party, without the consent of Findell, any confidential, proprietary or non-public information (collectively, "Information") of Findell, its affiliates or any other party to that certain Joint Filing and Solicitation Agreement with respect to the Solicitation which you have heretofore obtained or may obtain in connection with your service as a nominee hereunder. Notwithstanding the foregoing, Information shall not include any information that is publicly disclosed by Findell, its affiliates or any other party to that certain Joint Filing and Solicitation Agreement with respect to the Solicitation or any information that you can demonstrate is now, or hereafter becomes, through no act or failure to act on your part, otherwise generally known to the public.

Notwithstanding the foregoing, if you are required by applicable law, rule, regulation or legal process to disclose any Information you may do so provided that you first promptly notify Findell so that Findell may seek a protective order or other appropriate remedy or, in Findell's sole discretion, waive compliance with the terms of this letter agreement. In the event that no such protective order or other remedy is obtained or Findell do not waive compliance with the terms of this letter agreement, you may consult with counsel at the cost of Findell and you may furnish only that portion of the Information which you are advised by counsel is legally required to be so disclosed and you will request that the party(ies) receiving such Information maintain it as confidential.

All Information, all copies thereof, and any studies, notes, records, analysis, compilations or other documents prepared by you containing such Information, shall be and remain the property of Findell, and, upon request of a representative of Findell, all such information shall be returned or, at Findell's option, destroyed by you, with such destruction confirmed by you to Findell in writing.

This letter agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof.

This letter agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

* * *

Very truly yours,

Findell Capital Partners, LP

By: Finn Management GP LLC
General Partner

By: /s/ Brian A. Finn
Name: Brian A. Finn
Title: Managing Member

ACCEPTED AND AGREED:

/s/ David Tomlinson
David Tomlinson

FINDELL CAPITAL PARTNERS, LP
88 Pine Street, Suite 2240
New York, NY 10005

March 7, 2024

Re: Oportun Financial Corporation

Dear Ms. Ehrlich:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of Oportun Financial Corporation, a Delaware corporation (the "Company"), in connection with the proxy solicitation that Findell Capital Partners, LP and certain of its affiliates (collectively, "Findell") are considering undertaking to nominate and elect directors at the Company's 2024 annual meeting of stockholders, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Solicitation"). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its stockholders. This letter will set forth the terms of our agreement.

Findell agrees to indemnify and hold you harmless against any and all claims of any nature arising from the Solicitation and any related transactions, including, without limitation, any actions taken by Findell on your behalf and without your prior review and approval pursuant to that certain Joint Filing and Solicitation Agreement, dated on or about the date hereof (the "JFSA"), irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims arising from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions, provision to Findell or any of their affiliates of false or misleading information (including false or misleading information on any questionnaire you are requested to complete by Findell or any of their affiliates), or material breach of the terms of this letter agreement; provided, further, that except for acts in connection with the Solicitation and any related transactions which occurred prior to your being elected a director of the Company, the indemnification and other obligations hereunder shall terminate upon your becoming a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, and any and all reasonable costs and expenses incurred in investigating, preparing for or defending against any litigation, commenced or threatened, any civil, criminal, administrative or arbitration action, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Solicitation and any related transactions, including, without limitation, any actions taken by Findell on your behalf and without your prior review and approval pursuant to the JFSA (each, a "Loss").

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give Findell prompt written notice of such claim or Loss (provided that failure to promptly notify Findell shall not relieve Findell from any liability which it may have on account of this letter agreement, except to the extent Findell shall have been materially prejudiced by such failure). Upon receipt of such written notice, Findell will provide you with counsel to represent you. Such counsel shall be reasonably acceptable to you. In addition, you will be reimbursed promptly for all Losses suffered by you and as incurred as provided herein.

Findell may not enter into any settlement of any Loss or claim without your consent unless such settlement includes a release of you from any and all liability in respect of such Loss or claim and does not require you to admit to any wrongdoing or any violation of any law, order or regulation. Notwithstanding anything to the contrary set forth in this letter agreement, Findell shall not be responsible for any fees, costs or expenses of separate legal counsel retained by you without Findell's prior written approval. In addition, you agree not to enter into any settlement of any Loss or claim without the written consent of Findell, which consent will not be unreasonably withheld.

You hereby agree to keep confidential and not disclose to any party, without the consent of Findell, any confidential, proprietary or non-public information (collectively, "Information") of Findell, its affiliates or any other party to that certain Joint Filing and Solicitation Agreement with respect to the Solicitation which you have heretofore obtained or may obtain in connection with your service as a nominee hereunder. Notwithstanding the foregoing, Information shall not include any information that is publicly disclosed by Findell, its affiliates or any other party to that certain Joint Filing and Solicitation Agreement with respect to the Solicitation or any information that you can demonstrate is now, or hereafter becomes, through no act or failure to act on your part, otherwise generally known to the public.

Notwithstanding the foregoing, if you are required by applicable law, rule, regulation or legal process to disclose any Information you may do so provided that you first promptly notify Findell so that Findell may seek a protective order or other appropriate remedy or, in Findell's sole discretion, waive compliance with the terms of this letter agreement. In the event that no such protective order or other remedy is obtained or Findell do not waive compliance with the terms of this letter agreement, you may consult with counsel at the cost of Findell and you may furnish only that portion of the Information which you are advised by counsel is legally required to be so disclosed and you will request that the party(ies) receiving such Information maintain it as confidential.

All Information, all copies thereof, and any studies, notes, records, analysis, compilations or other documents prepared by you containing such Information, shall be and remain the property of Findell, and, upon request of a representative of Findell, all such information shall be returned or, at Findell's option, destroyed by you, with such destruction confirmed by you to Findell in writing.

This letter agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof.

This letter agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

* * *

Very truly yours,

Findell Capital Partners, LP

By: Finn Management GP LLC
General Partner

By: /s/ Brian A. Finn

Name: Brian A. Finn
Title: Managing Member

ACCEPTED AND AGREED:

/s/ Susan Ehrlich
Susan Ehrlich

FINDELL CAPITAL PARTNERS, LP
88 Pine Street, Suite 2240
New York, NY 10005

March 7, 2024

Re: Oportun Financial Corporation

Dear Mr. Parker:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of Oportun Financial Corporation, a Delaware corporation (the "Company"), in connection with the proxy solicitation that Findell Capital Partners, LP and certain of its affiliates (collectively, "Findell") are considering undertaking to nominate and elect directors at the Company's 2024 annual meeting of stockholders, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Solicitation"). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its stockholders. This letter will set forth the terms of our agreement.

Findell agrees to indemnify and hold you harmless against any and all claims of any nature arising from the Solicitation and any related transactions, irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims arising from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions, provision to Findell or any of their affiliates of false or misleading information (including false or misleading information on any questionnaire you are requested to complete by Findell or any of their affiliates), or material breach of the terms of this letter agreement; provided, further, that except for acts in connection with the Solicitation and any related transactions which occurred prior to your being elected a director of the Company, the indemnification and other obligations hereunder shall terminate upon your becoming a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, and any and all reasonable costs and expenses incurred in investigating, preparing for or defending against any litigation, commenced or threatened, any civil, criminal, administrative or arbitration action, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Solicitation and any related transactions (each, a "Loss").

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give Findell prompt written notice of such claim or Loss (provided that failure to promptly notify Findell shall not relieve Findell from any liability which it may have on account of this letter agreement, except to the extent Findell shall have been materially prejudiced by such failure). Upon receipt of such written notice, Findell will provide you with counsel to represent you. Such counsel shall be reasonably acceptable to you. In addition, you will be reimbursed promptly for all Losses suffered by you and as incurred as provided herein.

Findell may not enter into any settlement of any Loss or claim without your consent unless such settlement includes a release of you from any and all liability in respect of such Loss or claim and does not require you to admit to any violation of any law, order or regulation. Notwithstanding anything to the contrary set forth in this letter agreement, Findell shall not be responsible for any fees, costs or expenses of separate legal counsel retained by you without Findell's prior written approval. In addition, you agree not to enter into any settlement of any Loss or claim without the written consent of Findell, which consent will not be unreasonably withheld.

You hereby agree to keep confidential and not disclose to any party, without the consent of Findell, any confidential, proprietary or non-public information (collectively, "Information") of Findell, its affiliates or any other party to that certain Joint Filing and Solicitation Agreement with respect to the Solicitation which you have heretofore obtained or may obtain in connection with your service as a nominee hereunder. Notwithstanding the foregoing, Information shall not include any information that is publicly disclosed by Findell, its affiliates or any other party to that certain Joint Filing and Solicitation Agreement with respect to the Solicitation or any information that you can demonstrate is now, or hereafter becomes, through no act or failure to act on your part, otherwise generally known to the public.

Notwithstanding the foregoing, if you are required by applicable law, rule, regulation or legal process to disclose any Information you may do so provided that you first promptly notify Findell so that Findell may seek a protective order or other appropriate remedy or, in Findell's sole discretion, waive compliance with the terms of this letter agreement. In the event that no such protective order or other remedy is obtained or Findell do not waive compliance with the terms of this letter agreement, you may consult with counsel at the cost of Findell and you may furnish only that portion of the Information which you are advised by counsel is legally required to be so disclosed and you will request that the party(ies) receiving such Information maintain it as confidential.

All Information, all copies thereof, and any studies, notes, records, analysis, compilations or other documents prepared by you containing such Information, shall be and remain the property of Findell, and, upon request of a representative of Findell, all such information shall be returned or, at Findell's option, destroyed by you, with such destruction confirmed by you to Findell in writing.

This letter agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof.

This letter agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

* * *

Very truly yours,

Findell Capital Partners, LP

By: Finn Management GP LLC
General Partner

By: /s/ Brian A. Finn
Name: Brian A. Finn
Title: Managing Member

ACCEPTED AND AGREED:

/s/ Scott Parker
Scott Parker

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints Jason Abrams as the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (i) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Oportun Financial Corporation, a Delaware corporation (the "Company"), directly or indirectly beneficially owned by Findell Capital Partners, LP or any of its affiliates or members of its Schedule 13D group (collectively, the "Findell Group") and (ii) any potential proxy solicitation (the "Solicitation") that may be pursued by the Findell Group to elect a slate of director nominees to the board of directors of the Company at the 2024 annual meeting of stockholders of the Company, including any adjournments or postponements thereof (the "2024 Annual Meeting"). Such action shall include, but not be limited to:

1. executing for and on behalf of the undersigned all Joint Filing and Solicitation Agreements or similar documents pursuant to which the undersigned shall agree to be a member of the Findell Group;
2. executing for and on behalf of the undersigned any Schedule 13D, and amendments thereto, filed by the Findell Group that are required to be filed under Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
3. executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Exchange Act and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
4. performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute amendment or amendments thereto, and timely file such form with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
5. taking any other action of any type whatsoever in connection with the Solicitation, including entering into any settlement agreement, that in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the earlier of (i) the date on which the undersigned is no longer a member of the Findell Group and (ii) the conclusion of the 2024 Annual Meeting, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 7th day of March 2024.

/s/ Susan Ehrlich
SUSAN EHRLICH

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints Jason Abrams as the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (i) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Oportun Financial Corporation, a Delaware corporation (the "Company"), directly or indirectly beneficially owned by Findell Capital Partners, LP or any of its affiliates or members of its Schedule 13D group (collectively, the "Findell Group") and (ii) any potential proxy solicitation (the "Solicitation") that may be pursued by the Findell Group to elect a slate of director nominees to the board of directors of the Company at the 2024 annual meeting of stockholders of the Company, including any adjournments or postponements thereof (the "2024 Annual Meeting"). Such action shall include, but not be limited to:

1. executing for and on behalf of the undersigned all Joint Filing and Solicitation Agreements or similar documents pursuant to which the undersigned shall agree to be a member of the Findell Group;
2. executing for and on behalf of the undersigned any Schedule 13D, and amendments thereto, filed by the Findell Group that are required to be filed under Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
3. executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Exchange Act and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
4. performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute amendment or amendments thereto, and timely file such form with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
5. taking any other action of any type whatsoever in connection with the Solicitation, including entering into any settlement agreement, that in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the earlier of (i) the date on which the undersigned is no longer a member of the Findell Group and (ii) the conclusion of the 2024 Annual Meeting, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 7th day of March 2024.

/s/ David Tomlinson

DAVID TOMLINSON

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints Brian A. Finn as the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (i) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Oportun Financial Corporation, a Delaware corporation (the "Company"), directly or indirectly beneficially owned by Findell Capital Partners, LP or any of its affiliates or members of its Schedule 13D group (collectively, the "Findell Group") and (ii) any potential proxy solicitation that may be pursued by the Findell Group to elect a slate of director nominees to the board of directors of the Company at the 2024 annual meeting of stockholders of the Company, including any adjournments or postponements thereof (the "Solicitation"). Such action shall include, but not be limited to:

1. executing for and on behalf of the undersigned all Joint Filing and Solicitation Agreements or similar documents pursuant to which the undersigned shall agree to be a member of the Findell Group;
2. executing for and on behalf of the undersigned any Schedule 13D, and amendments thereto, filed by the Findell Group that are required to be filed under Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
3. executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Exchange Act and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
4. performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute amendment or amendments thereto, and timely file such form with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
5. taking any other action of any type whatsoever in connection with the Solicitation, including entering into any settlement agreement, that in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorney-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer a member of the Findell Group unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorney-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 7th day of March 2024.

/s/ Scott Parker
SCOTT PARKER