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

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of The Securities Exchange Act of 1934**

April 13, 2026
Date of Report (date of earliest event reported)

OPORTUN FINANCIAL CORPORATION
(Exact Name of Registrant as Specified in its Charter)

Commission File Number 001-39050

Delaware
State or Other Jurisdiction of
Incorporation or Organization

45-3361983
I.R.S. Employer
Identification No.

1825 South Grant Street, Suite 850
San Mateo, CA
Address of Principal Executive Offices

94402
Zip Code

(650) 810-8823
Registrant's Telephone Number, Including Area Code

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	OPRT	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On April 15, 2026, the board of directors (the “Board”) of Oportun Financial Corporation (the “Company”) appointed Doug Bland as Chief Executive Officer and principal executive officer of the Company, effective as of April 20, 2026 (the “Effective Date”). In addition, Mr. Bland was appointed as a Class III director, effective as of the Effective Date.

Kathleen Layton and Gaurav Rana, the two members of the joint Office of the CEO of the Company and co-principal executive officers of the Company, will no longer serve in those roles, effective as of immediately prior to the Effective Date. Ms. Layton will continue in her current role as the Company’s Chief Legal Officer and Mr. Rana will continue in his current role as the Company’s Senior Vice President, General Manager, Lending.

Doug Bland, 58, has been serving on the board of directors of WebBank, a leading bank-as-a-service institution, since September 2025 and Creditly, Inc., an AI-driven financial wellness fintech, since April 2025. Concurrent with joining Oportun and its Board, Mr. Bland will step down from the board of WebBank. From September 2017 until July 2024, Mr. Bland served in various positions at PayPal, Inc., most recently as SVP & General Manager, Consumer Business. Mr. Bland also served as the President and Chief Operating Officer of Swift Financial, a venture-backed small business lender, from 2015 until it was acquired by PayPal in 2017. From 2004 to 2015, Mr. Bland served in various roles at Bank of America, most recently as SVP, Small Business Products and Risk. Mr. Bland received an M.B.A. from the University of Arkansas at Little Rock and a B.A. from Hendrix College.

Bland Offer Letter

The Company has entered into an offer of employment with Mr. Bland dated April 15, 2026 (the “Offer Letter”). Pursuant to the Offer Letter, Mr. Bland will be paid an annual base salary of \$750,000, and will be eligible to receive an annual bonus, with a target opportunity of 125% of his base salary, based on achievement of performance goals set by the Compensation and Leadership Committee of the Board (the “Compensation Committee”) in their sole discretion. However, his annual bonus for the Company’s 2026 fiscal year, if earned, will be prorated based on the number of days he is employed during the fiscal year if his employment commences after April 20, 2026.

Mr. Bland will receive a cash signing bonus of \$500,000, which will vest and be paid in four equal quarterly installments of \$125,000 subject to Mr. Bland’s continuing employment. If, prior to the first anniversary of the Effective Date, Mr. Bland ceases employment for any reason other than due to a Qualifying Termination (as defined in the Company’s Executive Severance and Change in Control Policy (the “Severance Plan”), which has been filed as Exhibit 10.9 to the Company’s Annual Report on Form 10-K (File No. 001-39050) (the “Form 10-K”)) he will not receive any unvested portion of the signing bonus. If, prior to the first anniversary of the Effective Date, Mr. Bland ceases employment due to a Qualifying Termination, he will receive any then-unpaid portion of the signing bonus.

In addition, as an inducement material to him entering into employment with the Company, Mr. Bland will be granted a long-term new hire equity award with a total target grant date value of \$5,000,000, with approximately 50% of the target value allocated to restricted stock units (“RSUs”) and 50% of the target value allocated to performance-vesting RSUs (“PSUs”). The RSUs will vest as to one-third of the award on the one year anniversary of the grant date and as to the remaining two-thirds of the award in eight substantially equal quarterly installments, such that the RSUs will be fully vested on the third anniversary of the grant date, subject in all cases to Mr. Bland remaining employed with the Company through the relevant vesting dates. The PSUs will have the same performance goals and vesting terms as the grants made to the Company’s other officers for the fiscal year 2026 to 2028 performance period and are therefore eligible to vest after the end of the three-year performance period based on a combination of the Company’s Economic ROA (as defined in the PSU Award Agreement (the “PSU Award Agreement”), a form of which has been filed as Exhibit 10.3 and incorporated herein by reference) and the Company’s relative total stockholder return performance against the Russell 3000 Index over the three-year period, subject to earlier vesting upon certain

termination and change in control events. Actual vesting of the PSUs may range from 0% to 156% of the amount of the target PSUs. The RSU and PSU awards will be granted under and subject to the terms of the Inducement Plan (as defined below), which has been filed as Exhibit 10.2. The RSU awards will be further subject to the terms of an RSU Award Agreement, a form of which has been filed in Exhibit 10.2 and the PSU awards will be further subject to the terms of the PSU Award Agreement.

The RSU and PSU awards described above will be granted on or about June 10, 2026, which is the Company's first regular quarterly grant date after Mr. Bland commences employment. The number of shares subject to each of the RSU and PSU awards (at target performance level) will be calculated by dividing the target grant date value by the average trading price of the Company's common stock during the 30 days preceding the grant date.

Mr. Bland will also be granted a long-term cash retention award of \$500,000 that will vest in three equal annual installments subject to Mr. Bland's continuing employment.

The Offer Letter provides that Mr. Bland will be eligible to participate in the Company's Severance Plan, a copy of which has been filed as Exhibit 10.9 to the Form 10-K.

Mr. Bland will enter into the Company's standard form of indemnity agreement, a copy of which has been filed as Exhibit 10.1 to the Form 10-K.

There are no other arrangements or understandings between Mr. Bland and any other persons pursuant to which Mr. Bland was appointed as Chief Executive Officer or a director of the Company. There are no family relationships between Mr. Bland and any director or executive officer of the Company, and Mr. Bland does not have a direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

The foregoing description of the Offer Letter is not intended to be complete and is qualified in its entirety by reference to the Offer Letter, a copy of which is filed as Exhibit 10.1 and incorporated herein by reference.

Amendment to 2021 Inducement Equity Incentive Plan

On April 13, 2026, the Compensation Committee approved an amendment to the Company's Amended and Restated 2021 Inducement Equity Incentive Plan (as amended, the "Inducement Plan"), effective as of the Effective Date, to increase the number of shares of the Company's common stock reserved for issuance pursuant to Awards (as defined below) by 1,200,000 shares. After taking into account the amendment to the Inducement Plan, an aggregate of 2,305,000 shares of the Company's common stock have been reserved for issuance pursuant to Awards under the Inducement Plan, 1,664,510 of which remain available for the future grant of Awards under the Inducement Plan. Mr. Bland's RSU and PSU awards described above will be granted from this pool.

The amendment to the Inducement Plan was adopted without stockholder approval pursuant to Rule 5635(c)(4) of the Nasdaq Listing Rules. An "Award" is any right to receive shares of the Company's common stock or other property pursuant to the Inducement Plan, including nonstatutory stock options, restricted stock awards and restricted stock unit awards (including performance-vesting restricted stock unit awards). Awards under the Inducement Plan may only be made to individuals not previously employees or directors of the Company, or who are returning to employment following a bona fide period of non-employment with the Company, in each case as an inducement material to the individual's entry into employment with the Company within the meaning of Rule 5635(c)(4) of the Nasdaq Listing Rules.

The foregoing description of the Inducement Plan is not intended to be complete and is qualified in its entirety by reference to the Inducement Plan, a copy of which is filed as Exhibit 10.2 and incorporated herein by reference.

Item 8.01. Other Events

On April 16, 2026, the Company issued a press release announcing Mr. Bland's appointment as the Company's Chief Executive Officer. A copy of the press release is attached as Exhibit 99.1 and is incorporated by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

**Exhibit
Number**

10.1*	Offer Letter with Doug Bland, dated April 15, 2026
10.2	Amended and Restated 2021 Inducement Equity Incentive Plan, and Form of RSU Award Agreement
10.3	Form of Performance-Based RSU Award Agreement under the Amended and Restated 2021 Inducement Equity Incentive Plan
99.1	Press Release dated April 16, 2026
104	Cover Page Interactive Data File embedded within the Inline XBRL document

* Certain portions of this exhibit have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant agrees to furnish supplementally to the SEC a copy of any omitted schedule or exhibit upon request by the SEC.

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.

OPORTUN FINANCIAL CORPORATION
(Registrant)

Date: April 16, 2026

By: /s/ Kathleen Layton
Kathleen Layton
Chief Legal Officer and Corporate Secretary



April 15, 2026

Doug Bland
[***]

Re: Offer of Employment with Oportun, Inc.

Dear Doug:

On behalf of Oportun, Inc. and Oportun Financial Corporation (collectively "*Oportun*"), I am delighted to offer you employment as Oportun's Chief Executive Officer (the "*CEO*"). If you accept this offer letter agreement (the "*Agreement*") and satisfy the conditions of acceptance set forth herein, your employment as CEO will commence on April 20, 2026 ("*Start Date*") under the following terms:

Position. You will be employed by Oportun, Inc. (the "*Company*") as the CEO, reporting directly to Oportun's Board of Directors (the "*Board*"), and you will have such duties, responsibilities and authority commensurate with such position and as may from time to time reasonably be assigned to you by the Board. You will be appointed to the Board effective as of the Start Date. While you are serving as the CEO, the Board and/or the Nominating, Governance and Social Responsibility Committee of the Board will nominate you for election to the Board at each annual meeting at which your term on the Board is scheduled to expire and that occurs while you are the CEO, subject to the requirements of applicable law (including, without limitation, any rules or regulations of any exchange on which the common stock of Oportun is listed). For purposes of clarity, you will initially serve on the Board as a Class III director with a term expiring at Oportun's 2028 annual meeting of stockholders. You shall not receive any compensation for your service on the Board while you are also serving as an employee of Oportun or any of its subsidiaries or affiliates. Your signature to this Agreement constitutes your irrevocable agreement to resign from the Board and all other positions that you hold with Oportun and its subsidiaries and affiliates at the time that your employment as the CEO concludes for any reason, unless requested otherwise in writing by the Board. You will cooperate with Oportun in documenting such resignation(s) and will promptly complete and return to Oportun all documents reasonably specified by Oportun for such purpose. Your irrevocable agreement to resign will survive any termination, amendment or waiver of this Agreement for so long as you are employed as the CEO.

Location. You will initially be permitted to work remotely from your personal residence in [***]. However, you will be required to frequently travel for business, and from time to time Oportun may also require you to perform your duties at the Company's business office in San Mateo, California or other locations. Should the Company require you to relocate your primary work location to the Company's offices in San Mateo California (or such other location where the Company maintains its main business offices at such time), the Company will assist you with the reasonable costs of your relocation, on such terms to be agreed between you and the Company. For the avoidance of doubt, in no instance will your voluntary move or change to your personal residence constitute Good Reason for your resignation under the Severance Policy (as defined below).

Obligations to Oportun. During your employment with the Company, you will devote your full business efforts and time to Oportun. While you render services to the Company you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) without the prior written approval of the Board. Notwithstanding the preceding, you may manage personal investments, participate in civic, charitable, and academic activities (if in a limited, non-leadership capacity unless a larger role is approved by the Board), and, subject to prior written approval by the Board, serve on the board of directors (and any committees thereof) and/or as an advisor of other for-profit companies, provided that such activities do not at the time the activity or activities commence or thereafter (a) create an actual or potential business or fiduciary conflict of interest or (b) individually or in the aggregate, interfere materially with the performance of your duties or obligations to Oportun. The Board may rescind its consent to any outside board service or other such activities if the Board determines that such activities compromise or threaten to compromise Oportun's business interests or conflict with your duties to Oportun. In addition, you agree that you will not assist any person or entity in competing (or preparing to compete) with Oportun, or in hiring any employees or consultants of Oportun.

No Conflicting Obligations. By signing this Agreement, you confirm to Oportun that you have no obligations or commitments, whether contractual or otherwise that would prohibit you from performing your duties for Oportun or are inconsistent with your obligations under this Agreement and the PIIA (as defined below). In connection with your employment with the Company, you shall not use or disclose any trade secrets or other proprietary information or intellectual property in which you or any other person has any right, title or interest and your employment with the Company will not infringe or violate the rights of any other person. You represent and warrant to Oportun that you have returned all property and confidential information belonging to any prior employer.

Base Compensation. Your starting annualized gross base salary will be \$750,000, less all legally required withholdings, payable bi-weekly and, subject to your completion of the proper authorization paperwork, via direct deposit. Your salary will be reviewed from time-to-time, generally on an annual basis.

Short-Term Incentive Compensation. You will be eligible to participate in Oportun's annual incentive program for executive officers, with the opportunity to receive an annual bonus based on achievement of performance metrics established by the Board or its Compensation and Leadership Committee (the "*Committee*") in its sole discretion. Your annual target bonus for 2026 shall be 125% of your annual base salary. Whether you receive an annual bonus for a given year, and the actual amount and form of any such bonus, will be determined by the Board or Committee in its sole discretion. You must be an employee of the Company on the annual bonus payment date to be eligible to receive an annual bonus. Your 2026 annual bonus, if earned, will be prorated for the portion of 2026 during which you were employed with the Company; *provided that, notwithstanding the foregoing*, if your Start Date occurs on or prior to April 20, 2026, your 2026 annual bonus, if any, will not be prorated and will be calculated as if you were employed with the Company for the full year. Any annual bonus that is approved by the Board or Committee will be paid no later than March 31 of the calendar year after the applicable bonus year. The payment of any and all bonus compensation described in this section is subject to the terms and conditions of the Oportun's annual incentive bonus program for the applicable year, which may be amended from time to time within Oportun's sole discretion, and which governs the terms of these bonus payments, including eligibility to receive such payments.

Signing Bonus. You will be eligible to receive a \$500,000 cash bonus (the “Signing Bonus”). The Signing Bonus will vest and be earned in four equal installments of \$125,000 on each three-month anniversary of your Start Date (each, a “Quarterly Vest Date”), subject to your continued employment with the Company. If your employment with the Company ceases for any reason other than due to a Qualifying Termination (as defined in the Severance Policy, defined below) during the first year of your employment with the Company, you will forfeit your right to any portion of the Signing Bonus that is not vested and earned under the schedule above prior to the date your employment ceases. If you experience a Qualifying Termination within the first year of employment with the Company, you will receive any portion of the Signing Bonus not previously paid to you, provided you execute and allow to become effective a Release (as defined in the Severance Policy). All amounts of the Signing Bonus that you earn will be paid to you in a lump sum on the Company’s first regular payroll date following each Quarterly Vest Date (or in the case of your Qualifying Termination, the date the Release becomes effective) but in no event later than March 15 of the year following the year in which the payment vested.

Benefits. You will be eligible to participate in the employee benefits plans, including paid time off, that are generally made available to all similarly situated employees of the Company. Current benefits include health insurance, dental and vision coverage, long term disability, life insurance and 401(k). The specifics of the current benefit options are included as a separate document in the offer packet. Benefit enrollment forms and copies of applicable summary plan descriptions will be provided to you on or around your Start Date or upon your eligibility to participate in any of these plans. Your eligibility to participate in any employee benefit plans and the terms of your participation will be governed by the applicable benefit plan documents and nothing in this Agreement can modify the provisions of those plans.

You will also be entitled to indemnification in accordance with Oportun’s Bylaws and the terms of the Indemnity Agreement between you and Oportun provided with this Agreement.

Paid Time-Off. You will be eligible to participate in the Company’s Flexible PTO plan, which means that instead of accruing a specific number of hours or having an allotted time off balance, you will have the flexibility to take time off throughout the year with your manager’s prior written approval.

Long-Term Incentive Compensation - Equity. Subject to approval by the Committee, you will be granted a new hire equity award with a total target value of \$5,000,000 on the date of grant (the “*New Hire Award*”), 50% of which shall be granted in the form of Restricted Stock Units to be issued shares of common stock of Oportun (“*RSUs*”, and such portion of the New Hire Award, the “*RSU Award*”) and 50% of which shall be granted in the form of performance-vesting RSUs (“*PSUs*”, and such portion of the New Hire Award, the “*PSU Award*”). The number of RSUs and PSUs (at target performance level) to be granted shall be calculated pursuant to standard Oportun policy by dividing the target value of the respective RSU Award and PSU Award, as applicable, by an average Oportun stock price over a period of time prior to the Grant Date (as defined below) as determined by the Board or Committee. If approved, the New Hire Equity Award will be granted on Oportun’s first regular quarterly grant date occurring on or after the date that is seven business days following your Start Date (the “*Grant Date*”), subject to your continued employment on such date.

The RSU Award will vest as follows: 33.33% of the total number of RSUs awarded will vest on the first anniversary of the Grant Date (the “*First Vesting Date*”) and thereafter the remaining RSUs awarded will vest in a series of eight successive equal quarterly installments following the First Vesting Date, so that you will be fully vested in all RSUs on the third anniversary of the Grant Date, subject to your continued employment with the Company. The PSU Award will have the same performance goals and vesting terms as the PSUs awarded to the Company’s other officers in March 2026. The New Hire Award is a material inducement to your acceptance of this offer of employment and each of the RSU Award and PSU Award will be granted as an inducement award under Nasdaq Listing Rule 5635(c)(4), subject to the terms of the Oportun Financial Corporation Amended and Restated 2021 Inducement Equity Incentive Plan, and an award agreement thereunder. You will be eligible to receive additional equity compensation, at the future discretion of the Board or Committee.

Long-Term Incentive Compensation – Cash. Subject to approval by the Committee, you will be granted a long-term cash retention award in the amount of \$500,000, less all legally required withholdings (the “*Cash LTIP*”). The Cash LTIP will be granted on the Grant Date and vest in three equal annual installments measured from the Grant Date, subject to your continued employment with the Company. Cash LTIP amounts that vest will be paid in a lump sum cash payment on the Company’s first regular payroll date following the applicable vest date.

Severance Benefits. You will be eligible to receive severance benefits in accordance with the Oportun Financial Corporation Executive Severance and Change in Control Policy attached to this Agreement as Exhibit A and as it may hereinafter be amended (the “*Severance Policy*”) at the CEO-level designated in the Severance Policy, which is made a part of this Agreement by reference. By executing this Agreement, you agree to be subject to the terms of the Severance Policy.

At-Will Employment. Employment with the Company is “at-will.” This means that it is not for any specified period of time and can be terminated by you or by the Company at any time, with or without advance notice, and for any or no particular reason or cause. It also means that your job duties, title and responsibility and reporting level, compensation, and benefits, as well as the Company’s personnel policies and procedures, may be changed at any time in the sole discretion of the Company. However, the “at-will” nature of your employment shall remain unchanged during your tenure as an employee of the Company and may not be changed, except in an express writing signed by you and a member of the Board acting with the authority of the Board.

Notwithstanding the above or pursuant to any other employment document or policy of Oportun to which you are subject, you shall provide the Board with no less than 60 days prior written notice of your intent to resign from, or otherwise terminate employment with, the Company. You acknowledge that this notice period is of the essence to this Agreement and is essential to ensure continuity of operations at Oportun and ensure that Oportun’s financial operations continue without disruption or detriment to Oportun. You agree to fully cooperate in the transition of duties during such period. You acknowledge that Oportun shall be entitled to initiate legal action to recover any and all such damages if you breach your notice obligations under this section. The Board may, in its sole discretion, waive all or any portion of the notice period such that your termination date becomes effective on any date during the notice period, provided that such waiver shall not be construed as a breach of this Agreement or entitle you to additional compensation unless otherwise required by applicable law. Any resignation that is accelerated by the Board shall continue to be construed as a resignation and not as a termination of employment.

Company Policies. As an employee of the Company, you will be subject to, and will be expected to comply with, its policies and procedures, personnel and otherwise, as those policies are developed and communicated to you.

Offer Documents. In addition to this offer of employment, your complete offer packet includes of certain other documents that will be sent you via DocuSign upon your digital acceptance of this Agreement.

Conditions of Offer. In order to accept this offer and for your acceptance to be effective, the following conditions must be satisfied:

1. Successful completion of a background screen, consistent with applicable laws, which includes but is not limited to a background check of employment, education history, criminal records history, and driving record if applicable to your position;
2. Confirmation that you are not subject to any legal restrictions on your employment at the Company as described below in this Agreement;
3. You must sign and return the Oportun Employee Proprietary Information and Inventions Assignment Agreement (“*PIIAA*”), the Oportun Financial Corporation Code of Business Conduct (“*Code of Conduct*”), the Mutual Agreement to Arbitrate (“*Arbitration Agreement*”) and the Indemnity Agreement (the “*Indemnity Agreement*”) which are part of the offer packet referenced above by your first day of employment with the Company; and
4. You must digitally sign and return this electronic version of this Agreement, indicating your acceptance of this offer, no later than the date specified below.

Unless and until all such steps have been completed, you should not resign your current employment or alter any personal circumstances in reliance on this offer as it may be withdrawn if any of the above conditions are not satisfied, regardless of whether you have signed the Agreement. Generally, the background screen takes some time, so please do not hesitate to reach out to me if you have any questions as to where we are in this process.

In addition, on your first day of employment, please be sure to bring the appropriate documentation to establish your identity and eligibility for employment in the United States, such as an unexpired passport or driver’s license and social security card, so that we may verify your identity and authorization to work in the U.S. pursuant to applicable federal immigration laws. If you are unable to provide such verification within three business days of the date your employment begins, this offer of employment will be withdrawn.

Restrictions on Employment. By signing this Agreement, you represent and warrant that you are not party to any agreement or subject to any applicable policy that would prevent or restrict you from engaging in employment activities competitive with the activities of your former employer or from directly or indirectly soliciting any employee, client or customer to leave the employ of, or transfer its business away from, your former employer, or if you are subject to such an agreement or policy, you have complied and will comply with it, and that your employment with Oportun does not violate any such agreement or policy. You further represent and warrant that if you are a party to any such agreement that may impact your employment with Oportun, you have shared a copy of this agreement with Oportun prior to signing this Agreement.

Confidential Materials. Just as Oportun takes great care to protect its confidential information and proprietary data, we respect the confidential and proprietary materials of others. In this regard, you confirm that you will not remove or take any documents or proprietary data or materials of any kind, electronic or otherwise, with you from your current or former employer to bring to Oportun. If you have any questions about the ownership of certain documents or other information, discuss such questions with your former employer before removing or copying the documents or information. No such documents or information may be brought with you to Oportun.

Taxes. All payments and benefits provided for in this Agreement (including under the Severance Policy) will be subject to applicable tax withholdings and deductions. The payments and benefits under the Agreement and the Severance Policy are intended to qualify for an exemption from, or to comply with, Section 409A of the Internal Revenue Code of 1986, as amended and the terms of this Agreement will be interpreted accordingly.

Entire Agreement. Provided that the conditions of this offer and your acceptance are satisfied, this Agreement, the Severance Policy and the PIIAA, Arbitration Agreement and Indemnity Agreement shall constitute the full and complete agreement between you and Oportun regarding the terms and conditions of your employment. This Agreement and the enclosed PIIAA, Arbitration Agreement and Indemnity Agreement cancel, supersede and replace any and all prior negotiations, representations or agreements, written and oral, between you and Oportun or any representative or agent of Oportun regarding any aspect of your employment. Except as provided in this Agreement, this Agreement may not be modified or amended unless agreed to by you and the Company (with such agreement reflected in a writing signed by you and a member of the Board acting with the authority of the Board). The invalidity of any provision of this Agreement will not affect the validity of any other provision of this Agreement. This Agreement and any other related agreement between you and Oportun may be delivered in counterparts via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Please confirm your acceptance of this offer by signing and dating this Agreement in the spaces below and return the enclosed copy, along with the other documents specified in the Agreement as needing your signature by **April 15, 2026**. Upon receipt of these items, we will contact you to begin your on-boarding process. If not accepted by you as of that date, this offer will expire.

We are really looking forward to having you join the Oportun team. If you have any questions, please do not hesitate to call me. Congratulations!

Sincerely,

/s/ Mohit Daswani

Mohit Daswani

Chair of the Compensation and Leadership Committee of the Board of Directors of Oportun Financial Corporation

* * *

By affixing my digital signature below, I acknowledge that I have been furnished with a copy of this Agreement and that I understand, accept, and agree to the terms set forth in this Agreement.

/s/ Doug Bland

Doug Bland

April 15, 2026

Date

Exhibit A

Oportun Financial Corporation
Amended and Restated 2021 Inducement Equity Incentive Plan

1. General.

(a) Plan Purpose. The purposes of this Plan are to attract and retain the best available personnel for positions of substantial responsibility by providing an inducement material to individuals entering into employment with the Company or any Affiliate. Each Award under the Plan is intended to qualify as an employment inducement grant under Nasdaq Listing Rule 5635(c)(4) and the official regulations thereunder (together, the “**Inducement Listing Rule**”) or to qualify under the exception relating to plans or arrangements relating to an acquisition or merger under Nasdaq Listing Rule 5635(c)(3) and the official guidance thereunder.

(b) Available Awards. The Plan provides for the grant of the following Awards: (i) Nonstatutory Stock Options; (ii) SARs; (iii) Restricted Stock Awards; (iv) RSU Awards; (v) Performance Awards; and (vi) Other Awards.

(c) Adoption Date; Effective Date. The Plan was established effective on December 30, 2021, the date of the original approval by the Company’s Board of Directors. The Plan was subsequently amended and restated as of June 14, 2023 and subsequently amended as of April 13, 2026.

2. Shares Subject to the Plan.

(a) Share Reserve. Subject to adjustment in accordance with Section 2(b) and any adjustments as necessary to implement any Capitalization Adjustments, the aggregate number of shares of Common Stock that may be issued pursuant to Awards will not exceed 2,305,000 shares. In addition, shares of Common Stock may become available for issuance under the Plan pursuant to Section 2(b).

(b) Share Reserve Operation.

(i) Limit Applies to Common Stock Issued Pursuant to Awards. For clarity, the Share Reserve is a limit on the number of shares of Common Stock that may be issued pursuant to Awards and does not limit the granting of Awards, except that the Company will keep available at all times the number of shares of Common Stock reasonably required to satisfy its obligations to issue shares pursuant to such Awards. Shares may be issued in connection with a merger or acquisition as permitted by, as applicable, Nasdaq Listing Rule 5635(c) or other applicable rule, and such issuance will not reduce the number of shares available for issuance under the Plan.

(ii) Actions that Do Not Constitute Issuance of Common Stock and Do Not Reduce Share Reserve. The following actions do not result in an issuance of shares under the Plan and accordingly do not reduce the number of shares subject to the Share Reserve and available for issuance under the Plan: (1) the expiration or termination of any portion of an Award without the shares covered by such portion of the Award having been issued, (2) the settlement of any portion of an Award in cash (*i.e.*, the Participant receives cash rather than Common Stock), (3) the withholding of shares that would otherwise be issued by the Company to satisfy the exercise, strike or purchase price of an Award; (4) the withholding of shares that would otherwise be issued by the Company to satisfy a tax withholding obligation in connection with an Award.

(iii) Reversion of Previously Issued Shares of Common Stock to Share Reserve. The following shares of Common Stock previously issued pursuant to an Award and accordingly initially deducted from the Share Reserve will be added back to the Share Reserve and again become available for issuance under the Plan: (1) any shares that are forfeited back to or repurchased by the Company because of a failure to meet a contingency or condition required for the vesting of such shares; (2) any shares that are reacquired by the Company to satisfy the exercise, strike or purchase price of an Award; and (3) any shares that are reacquired by the Company to satisfy a tax withholding obligation in connection with an Award.

3. Eligibility and Limitations.

(a) Eligible Award Recipients. Subject to the terms of the Plan, Employees are eligible to receive Awards, so long as the following requirements are met:

(i) The Employee was not previously an Employee or Director, or the Employee is returning to employment of the Company following a bona-fide period of non-employment; and

(ii) The grant of an Award is an inducement material to the Employee's entering into employment with the Company in accordance with the Inducement Listing Rule.

Notwithstanding the foregoing, an Employee may be granted an Award in connection with a merger or acquisition to the extent permitted by Nasdaq Listing Rule 5635(c)(3) and the official guidance thereunder.

(b) Specific Award Limitations.

(iii) Limitations on Nonstatutory Stock Options and SARs. Nonstatutory Stock Options and SARs may not be granted to Employees who are providing Continuous Service only to any "parent" of the Company (as such term is defined in Rule 405) unless the stock underlying such Awards is treated as "service recipient stock" under Section 409A because the Awards are granted pursuant to a corporate transaction (such as a spin off transaction) or unless such Awards otherwise comply with the distribution requirements of Section 409A.

4. Options and Stock Appreciation Rights.

Each Option and SAR will have such terms and conditions as determined by the Board. Each Option will be a Nonstatutory Stock Option. Each SAR will be denominated in shares of Common Stock equivalents. The terms and conditions of separate Options and SARs need not be identical; provided, however, that each Option Agreement and SAR Agreement will conform (through incorporation of provisions hereof by reference in the Award Agreement or otherwise) to the substance of each of the following provisions:

(a) Grant of Options. The Board, in its sole discretion and subject to the terms and conditions of the Plan, may grant Options and SARs to any individual as a material inducement to

the individual becoming an Employee or as otherwise permitted under Section 3 in connection with a merger or acquisition, in each case, which grant shall become effective only if the individual actually becomes an Employee. Subject to this Section 4 and the other terms and conditions of the Plan, the Board will have complete discretion to determine the number of shares of Common Stock covered by an Option or SAR granted to any Employee. Each Option or SAR shall be evidenced by an Award Agreement (which may be in electronic form) that shall specify the exercise price, the expiration date of the Option or SAR, the number of shares of Common Stock covered by the Option or SAR, any conditions to exercise the Option or SAR, and such other terms and conditions as the Board, in its discretion, shall determine.

(b) Term. No Option or SAR will be exercisable after the expiration of ten years from the date of grant of such Award or such shorter period specified in the Award Agreement.

(c) Exercise or Strike Price. The exercise or strike price of each Option or SAR will not be less than 100% of the Fair Market Value on the date of grant of such Award. Notwithstanding the foregoing, an Option or SAR may be granted with an exercise or strike price lower than 100% of the Fair Market Value on the date of grant of such Award if such Award is granted pursuant to an assumption of or substitution for another option or stock appreciation right pursuant to a Corporate Transaction and in a manner consistent with the provisions of Section 409A.

(d) Exercise Procedure and Payment of Exercise Price for Options. In order to exercise an Option, the Participant must provide notice of exercise to the Plan Administrator in accordance with the procedures specified in the Option Agreement or otherwise provided by the Company. The Board has the authority to grant Options that do not permit all of the following methods of payment (or otherwise restrict the ability to use certain methods) and to grant Options that require the consent of the Company to utilize a particular method of payment. The exercise price of an Option may be paid, to the extent permitted by Applicable Law and as determined by the Board, by one or more of the following methods of payment to the extent set forth in the Option Agreement:

(i) by cash or check, bank draft or money order payable to the Company;

(ii) pursuant to a “cashless exercise” program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of the Common Stock subject to the Option, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the exercise price to the Company from the sales proceeds;

(iii) by delivery to the Company (either by actual delivery or attestation) of shares of Common Stock that are already owned by the Participant free and clear of any liens, claims, encumbrances or security interests, with a Fair Market Value on the date of exercise that does not exceed the exercise price, provided that (1) at the time of exercise the Common Stock is publicly traded, (2) any remaining balance of the exercise price not satisfied by such delivery is paid by the Participant in cash or other permitted form of payment, (3) such delivery would not violate any Applicable Law or agreement restricting the redemption of the Common Stock, (4) any certificated shares are endorsed or accompanied by an executed assignment separate from certificate, and (5) such shares have been held by the Participant for any minimum period necessary to avoid adverse accounting treatment as a result of such delivery;

(iv) by a “net exercise” arrangement pursuant to which the Company will reduce the number of shares of Common Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value on the date of exercise that does not exceed the exercise price, provided that (1) such shares used to pay the exercise price will not be exercisable thereafter and (2) any remaining balance of the exercise price not satisfied by such net exercise is paid by the Participant in cash or other permitted form of payment; or

(v) in any other form of consideration that may be acceptable to the Board and permissible under Applicable Law.

(e) Exercise Procedure and Payment of Appreciation Distribution for SARs. In order to exercise any SAR, the Participant must provide notice of exercise to the Plan Administrator in accordance with the SAR Agreement. The appreciation distribution payable to a Participant upon the exercise of a SAR will not be greater than an amount equal to the excess of (i) the aggregate Fair Market Value on the date of exercise of a number of shares of Common Stock equal to the number of Common Stock equivalents that are vested and being exercised under such SAR, over (ii) the strike price of such SAR. Such appreciation distribution may be paid to the Participant in the form of Common Stock or cash (or any combination of Common Stock and cash) or in any other form of payment, as determined by the Board and specified in the SAR Agreement.

(f) Transferability. Options and SARs may not be transferred to third party financial institutions for value. The Board may impose such additional limitations on the transferability of an Option or SAR as it determines. In the absence of any such determination by the Board, the following restrictions on the transferability of Options and SARs will apply, provided that except as explicitly provided herein, neither an Option nor a SAR may be transferred for consideration:

(i) Restrictions on Transfer. An Option or SAR will not be transferable, except by will or by the laws of descent and distribution, and will be exercisable during the lifetime of the Participant only by the Participant; provided, however, that the Board may permit transfer of an Option or SAR in a manner that is not prohibited by applicable tax and securities laws upon the Participant’s request, including to a trust if the Participant is considered to be the sole beneficial owner of such trust (as determined under Section 671 of the Code and applicable state law) while such Option or SAR is held in such trust, provided that the Participant and the trustee enter into a transfer and other agreements required by the Company.

(ii) Domestic Relations Orders. Notwithstanding the foregoing, subject to the execution of transfer documentation in a format acceptable to the Company and subject to the approval of the Board or a duly authorized Officer, an Option or SAR may be transferred pursuant to a domestic relations order.

(g) Vesting. The Board may impose such restrictions on or conditions to the vesting and/or exercisability of an Option or SAR as determined by the Board. Except as otherwise provided in the Award Agreement or other written agreement between a Participant and the Company or an Affiliate, vesting of Options and SARs will cease upon termination of the Participant’s Continuous Service.

(h) Termination of Continuous Service for Cause. Except as explicitly otherwise provided in the Award Agreement or other written agreement between a Participant and the Company or an Affiliate, if a Participant's Continuous Service is terminated for Cause, the Participant's Options and SARs will terminate and be forfeited immediately upon such termination of Continuous Service, and the Participant will be prohibited from exercising any portion (including any vested portion) of such Awards on and after the date of such termination of Continuous Service and the Participant will have no further right, title or interest in such forfeited Award, the shares of Common Stock subject to the forfeited Award, or any consideration in respect of the forfeited Award.

(i) Post-Termination Exercise Period Following Termination of Continuous Service for Reasons Other than Cause. Subject to Section 4(j), if a Participant's Continuous Service terminates for any reason other than for Cause, the Participant may exercise his or her Option or SAR to the extent vested, but only within the following period of time or, if applicable, such other period of time provided in the Award Agreement or other written agreement between a Participant and the Company or an Affiliate; provided, however, that in no event may such Award be exercised after the expiration of its maximum term (as set forth in Section 4(b)):

(i) three months following the date of such termination if such termination is a termination without Cause (other than any termination due to the Participant's Disability or death);

(ii) 12 months following the date of such termination if such termination is due to the Participant's Disability;

(iii) 18 months following the date of such termination if such termination is due to the Participant's death; or

(iv) 18 months following the date of the Participant's death if such death occurs following the date of such termination but during the period such Award is otherwise exercisable (as provided in (i) or (ii) above).

Following the date of such termination, to the extent the Participant does not exercise such Award within the applicable Post-Termination Exercise Period (or, if earlier, prior to the expiration of the maximum term of such Award), such unexercised portion of the Award will terminate, and the Participant will have no further right, title or interest in terminated Award, the shares of Common Stock subject to the terminated Award, or any consideration in respect of the terminated Award.

(j) Restrictions on Exercise; Extension of Exercisability. A Participant may not exercise an Option or SAR at any time that the issuance of shares of Common Stock upon such exercise would violate Applicable Law. Except as otherwise provided in the Award Agreement or other written agreement between a Participant and the Company or an Affiliate, if a Participant's Continuous Service terminates for any reason other than for Cause and, at any time during the last thirty days of the applicable Post-Termination Exercise Period: (i) the exercise of the Participant's Option or SAR would be prohibited solely because the issuance of shares of Common Stock upon such exercise would violate Applicable Law, or (ii) the immediate sale of any shares of Common

Stock issued upon such exercise would violate the Company's Trading Policy, then the applicable Post-Termination Exercise Period will be extended to the last day of the calendar month that commences following the date the Award would otherwise expire, with an additional extension of the exercise period to the last day of the next calendar month to apply if any of the foregoing restrictions apply at any time during such extended exercise period (generally without limitation as to the maximum permitted number of extensions); provided, however, that in no event may such Award be exercised after the expiration of its maximum term (as set forth in Section 4(b)).

(k) Non-Exempt Employees. No Option or SAR, whether or not vested, granted to an Employee who is a non-exempt employee for purposes of the Fair Labor Standards Act of 1938, as amended, will be first exercisable for any shares of Common Stock until at least six months following the date of grant of such Award. Notwithstanding the foregoing, in accordance with the provisions of the Worker Economic Opportunity Act, any vested portion of such Award may be exercised earlier than six months following the date of grant of such Award in the event of (i) such Participant's death or Disability, (ii) a Corporate Transaction in which such Award is not assumed, continued or substituted, (iii) a Change in Control, or (iv) such Participant's retirement (as such term may be defined in the Award Agreement or another applicable agreement or, in the absence of any such definition, in accordance with the Company's then current employment policies and guidelines). This Section 4(k) is intended to operate so that any income derived by a non-exempt employee in connection with the exercise or vesting of an Option or SAR will be exempt from his or her regular rate of pay.

Whole Shares. Options and SARs may be exercised only with respect to whole shares of Common Stock or their equivalents.

5. Awards Other Than Options and Stock Appreciation Rights.

(a) Restricted Stock Awards and RSU Awards. Each Restricted Stock Award and RSU Award will have such terms and conditions as determined by the Board; provided, however, that each Restricted Stock Award Agreement and RSU Award Agreement will conform (through incorporation of the provisions hereof by reference in the Award Agreement or otherwise) to the substance of each of the following provisions:

(i) Grant of Restricted Stock Awards and RSU Awards.

(1) Subject to the terms and provisions of the Plan, the Board, at any time and from time to time, may grant Restricted Stock Awards or RSU Awards to any individual as a material inducement to the individual becoming an Employee or as otherwise permitted under Section 3 in connection with a merger or acquisition, in each case, which grant shall become effective only if the individual actually becomes an Employee, in such amounts as the Board, in its sole discretion, will determine.

(ii) Form of Award.

(1) RSAs: To the extent consistent with the Company's Bylaws, at the Board's election, shares of Common Stock subject to a Restricted Stock Award may be (i) held in book entry form subject to the Company's instructions until such shares become vested or any other restrictions lapse, or (ii) evidenced by a certificate, which certificate will be held in such form and manner as determined by the Board. Unless otherwise determined by the Board, a Participant will have voting and other rights as a stockholder of the Company with respect to any shares subject to a Restricted Stock Award.

(2) RSUs: A RSU Award represents a Participant's right to be issued on a future date the number of shares of Common Stock that is equal to the number of restricted stock units subject to the RSU Award. As a holder of a RSU Award, a Participant is an unsecured creditor of the Company with respect to the Company's unfunded obligation, if any, to issue shares of Common Stock in settlement of such Award and nothing contained in the Plan or any RSU Agreement, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between a Participant and the Company or an Affiliate or any other person. A Participant will not have voting or any other rights as a stockholder of the Company with respect to any RSU Award (unless and until shares are actually issued in settlement of a vested RSU Award).

(iii) Consideration.

(1) RSA: A Restricted Stock Award may be granted in consideration for (A) cash or check, bank draft or money order payable to the Company, or (B) any other form of consideration as the Board may determine and permissible under Applicable Law.

(2) RSU: Unless otherwise determined by the Board at the time of grant, a RSU Award will be granted in consideration for the Participant's services to the Company or an Affiliate, such that the Participant will not be required to make any payment to the Company (other than such services) with respect to the grant or vesting of the RSU Award, or the issuance of any shares of Common Stock pursuant to the RSU Award. If, at the time of grant, the Board determines that any consideration must be paid by the Participant (in a form other than the Participant's services to the Company or an Affiliate) upon the issuance of any shares of Common Stock in settlement of the RSU Award, such consideration may be paid in any form of consideration as the Board may determine and permissible under Applicable Law.

(iv) Vesting. The Board may impose such restrictions on or conditions to the vesting of a Restricted Stock Award or RSU Award as determined by the Board. Except as otherwise provided in the Award Agreement or other written agreement between a Participant and the Company or an Affiliate, vesting of Restricted Stock Awards and RSU Awards will cease upon termination of the Participant's Continuous Service.

(v) Termination of Continuous Service. Except as otherwise provided in the Award Agreement or other written agreement between a Participant and the Company or an Affiliate, if a Participant's Continuous Service terminates for any reason, (i) the Company may receive through a forfeiture condition or a repurchase right any or all of the shares of Common Stock held by the Participant under his or her Restricted Stock Award that have not vested as of the date of such termination as set forth in the Restricted Stock Award Agreement and (ii) any portion of his or her RSU Award that has not vested will be forfeited upon such termination and the Participant will have no further right, title or interest in the RSU Award, the shares of Common Stock issuable pursuant to the RSU Award, or any consideration in respect of the RSU Award.

(vi) Dividends and Dividend Equivalents. Dividends or dividend equivalents may be paid or credited, as applicable, with respect to any shares of Common Stock subject to a Restricted Stock Award or RSU Award (as determined by the Board and specified in the Award Agreement).

(vii) Settlement of RSU Awards. A RSU Award may be settled by the issuance of shares of Common Stock or cash (or any combination thereof) or in any other form of payment, as determined by the Board and specified in the RSU Award Agreement. At the time of grant, the Board may determine to impose such restrictions or conditions that delay such delivery to a date following the vesting of the RSU Award.

(b) Performance Awards. With respect to any Performance Award, the length of any Performance Period, the Performance Goals to be achieved during the Performance Period, the other terms and conditions of such Award, and the measure of whether and to what degree such Performance Goals have been attained will be determined by the Board.

(c) Other Awards. Other forms of Awards valued in whole or in part by reference to, or otherwise based on, Common Stock, including the appreciation in value thereof (e.g., options or stock rights with an exercise price or strike price less than 100% of the Fair Market Value at the time of grant) may be granted either alone or in addition to Awards provided for under Section 4 and the preceding provisions of this Section 5. Subject to the provisions of the Plan, the Board will have sole and complete discretion to determine the persons to whom and the time or times at which such Other Awards will be granted, the number of shares of Common Stock (or the cash equivalent thereof) to be granted pursuant to such Other Awards and all other terms and conditions of such Other Awards.

6. Adjustments upon Changes in Common Stock; Other Corporate Events.

(a) Capitalization Adjustments. In the event of a Capitalization Adjustment, the Board shall appropriately and proportionately adjust: (i) the class(es) and maximum number of shares of Common Stock subject to the Plan, and (ii) the class(es) and number of securities and exercise price, strike price or purchase price of Common Stock subject to outstanding Awards. The Board shall make such adjustments, and its determination shall be final, binding and conclusive. Notwithstanding the foregoing, no fractional shares or rights for fractional shares of Common Stock shall be created in order to implement any Capitalization Adjustment. The Board shall determine an equivalent benefit for any fractional shares or fractional shares that might be created by the adjustments referred to in the preceding provisions of this Section.

(b) Dissolution or Liquidation. Except as otherwise provided in the Award Agreement, in the event of a dissolution or liquidation of the Company, all outstanding Awards (other than Awards consisting of vested and outstanding shares of Common Stock not subject to a forfeiture condition or the Company's right of repurchase) will terminate immediately prior to the completion of such dissolution or liquidation, and the shares of Common Stock subject to the Company's repurchase rights or subject to a forfeiture condition may be repurchased or reacquired by the Company notwithstanding the fact that the holder of such Award is providing Continuous Service, provided, however, that the Board may determine to cause some or all Awards to become fully vested, exercisable and/or no longer subject to repurchase or forfeiture (to the extent such Awards have not previously expired or terminated) before the dissolution or liquidation is completed but contingent on its completion.

(c) Corporate Transaction. The following provisions will apply to Awards in the event of a Corporate Transaction unless otherwise provided in the instrument evidencing the Award or any other written agreement between the Company or any Affiliate and the Participant or unless otherwise expressly provided by the Board at the time of grant of an Award.

(i) Awards May Be Assumed. In the event of a Corporate Transaction, any surviving corporation or acquiring corporation (or the surviving or acquiring corporation's parent company) may assume or continue any or all Awards outstanding under the Plan or may substitute similar awards for Awards outstanding under the Plan (including but not limited to, awards to acquire the same consideration paid to the stockholders of the Company pursuant to the Corporate Transaction), and any reacquisition or repurchase rights held by the Company in respect of Common Stock issued pursuant to Awards may be assigned by the Company to the successor of the Company (or the successor's parent company, if any), in connection with such Corporate Transaction. A surviving corporation or acquiring corporation (or its parent) may choose to assume or continue only a portion of an Award or substitute a similar award for only a portion of an Award, or may choose to assume or continue the Awards held by some, but not all Participants. The terms of any assumption, continuation or substitution will be set by the Board.

(ii) Awards Held by Current Participants. In the event of a Corporate Transaction in which the surviving corporation or acquiring corporation (or its parent company) does not assume or continue such outstanding Awards or substitute similar awards for such outstanding Awards, then with respect to Awards that have not been assumed, continued or substituted and that are held by Participants whose Continuous Service has not terminated prior to the effective time of the Corporate Transaction (referred to as the "**Current Participants**"), the vesting of such Awards (and, with respect to Options and Stock Appreciation Rights, the time when such Awards may be exercised) will be accelerated in full to a date prior to the effective time of such Corporate Transaction (contingent upon the effectiveness of the Corporate Transaction) as the Board determines (or, if the Board does not determine such a date, to the date that is five (5) days prior to the effective time of the Corporate Transaction), and such Awards will terminate if not exercised (if applicable) at or prior to the effective time of the Corporate Transaction, and any reacquisition or repurchase rights held by the Company with respect to such Awards will lapse (contingent upon the effectiveness of the Corporate Transaction). With respect to the vesting of Performance Awards that will accelerate upon the occurrence of a Corporate Transaction pursuant to this subsection (ii) and that have multiple vesting levels depending on the level of performance, unless otherwise provided in the Award Agreement, the vesting of such Performance Awards will accelerate at 100% of the target level upon the occurrence of the Corporate Transaction. With respect to the vesting of Awards that will accelerate upon the occurrence of a Corporate Transaction pursuant to this subsection (ii) and are settled in the form of a cash payment, such cash payment will be made no later than 30 days following the occurrence of the Corporate Transaction.

(iii) Awards Held by Persons other than Current Participants. In the event of a Corporate Transaction in which the surviving corporation or acquiring corporation (or its parent company) does not assume or continue such outstanding Awards or substitute similar awards for such outstanding Awards, then with respect to Awards that have not been assumed, continued or substituted and that are held by persons other than Current Participants, such Awards will terminate if not exercised (if applicable) prior to the occurrence of the Corporate Transaction; provided, however, that any reacquisition or repurchase rights held by the Company with respect to such Awards will not terminate and may continue to be exercised notwithstanding the Corporate Transaction.

(iv) Payment for Awards in Lieu of Exercise. Notwithstanding the foregoing, in the event an Award will terminate if not exercised prior to the effective time of a Corporate Transaction, the Board may provide, in its sole discretion, that the holder of such Award may not exercise such Award but will receive a payment, in such form as may be determined by the Board, equal in value, at the effective time, to the excess, if any, of (1) the value of the property the Participant would have received upon the exercise of the Award (including, at the discretion of the Board, any unvested portion of such Award), over (2) any exercise price payable by such holder in connection with such exercise.

(d) Appointment of Stockholder Representative. As a condition to the receipt of an Award under this Plan, a Participant will be deemed to have agreed that the Award will be subject to the terms of any agreement governing a Corporate Transaction involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on the Participant's behalf with respect to any escrow, indemnities and any contingent consideration.

(e) No Restriction on Right to Undertake Transactions. The grant of any Award under the Plan and the issuance of shares pursuant to any Award does not affect or restrict in any way the right or power of the Company or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of stock or of options, rights or options to purchase stock or of bonds, debentures, preferred or prior preference stocks whose rights are superior to or affect the Common Stock or the rights thereof or which are convertible into or exchangeable for Common Stock, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

7. Administration.

(a) Administration by Board. The Board will administer the Plan unless and until the Board delegates administration of the Plan to a Committee or Committees, as provided in subsection (c) below.

(b) Powers of Board. The Board will have the power, subject to, and within the limitations of, the express provisions of the Plan:

(i) To determine from time to time (1) which of the persons eligible under the Plan will be granted Awards; (2) when and how each Award will be granted; (3) what type or combination of types of Award will be granted; (4) the provisions of each Award granted (which need not be identical), including the time or times when a person will be permitted to receive an issuance of Common Stock or other payment pursuant to an Award; (5) the number of shares of

Common Stock or cash equivalent with respect to which an Award will be granted to each such person; (6) the Fair Market Value applicable to an Award; and (7) the terms of any Performance Award that is not valued in whole or in part by reference to, or otherwise based on, the Common Stock, including the amount of cash payment or other property that may be earned and the timing of payment.

(ii) To construe and interpret the Plan and Awards granted under it, and to establish, amend and revoke rules and regulations for its administration. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan or in any Award Agreement, in a manner and to the extent it deems necessary or expedient to make the Plan or Award fully effective.

(iii) To settle all controversies regarding the Plan and Awards granted under it.

(iv) To accelerate the time at which an Award may first be exercised or the time during which an Award or any part thereof will vest, notwithstanding the provisions in the Award Agreement stating the time at which it may first be exercised or the time during which it will vest.

(v) To prohibit the exercise of any Option, SAR or other exercisable Award during a period of up to 30 days prior to the consummation of any pending stock dividend, stock split, combination or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other change affecting the shares of Common Stock or the share price of the Common Stock including any Corporate Transaction, for reasons of administrative convenience.

(vi) To suspend or terminate the Plan at any time. Suspension or termination of the Plan will not Materially Impair rights and obligations under any Award granted while the Plan is in effect except with the written consent of the affected Participant.

(vii) To amend the Plan in any respect the Board deems necessary or advisable; provided, however, that stockholder approval will be required for any amendment to the extent required by Applicable Law. Except as provided above, rights under any Award granted before amendment of the Plan will not be Materially Impaired by any amendment of the Plan unless (1) the Company requests the consent of the affected Participant, and (2) such Participant consents in writing.

(viii) To submit any amendment to the Plan for stockholder approval.

(ix) To approve forms of Award Agreements for use under the Plan and to amend the terms of any one or more Awards, including, but not limited to, amendments to provide terms more favorable to the Participant than previously provided in the Award Agreement, subject to any specified limits in the Plan that are not subject to Board discretion; *provided however*, that, a Participant's rights under any Award will not be Materially Impaired by any such amendment unless (1) the Company requests the consent of the affected Participant, and (2) such Participant consents in writing.

(x) Generally, to exercise such powers and to perform such acts as the Board deems necessary or expedient to promote the best interests of the Company and that are not in conflict with the provisions of the Plan or Awards.

(xi) To adopt such procedures and sub-plans as are necessary or appropriate to permit and facilitate participation in the Plan by, or take advantage of specific tax treatment for Awards granted to Employees, Directors or Consultants who are foreign nationals or employed outside the United States (provided that Board approval will not be necessary for immaterial modifications to the Plan or any Award Agreement to ensure or facilitate compliance with the laws of the relevant foreign jurisdiction).

(xii) To effect, at any time and from time to time, subject to the consent of any Participant whose Award is Materially Impaired by such action, (1) the reduction of the exercise price (or strike price) of any outstanding Option or SAR; (2) the cancellation of any outstanding Option or SAR and the grant in substitution therefor of (A) a new Option, SAR, Restricted Stock Award, RSU Award or Other Award, under the Plan or another equity plan of the Company, covering the same or a different number of shares of Common Stock, (B) cash and/or (C) other valuable consideration (as determined by the Board); or (3) any other action that is treated as a repricing under generally accepted accounting principles, provided however, that no action described in this Section 7(b)(xii) may be implemented without prior approval from the Company's stockholders.

(c) Delegation to Committee.

(i) **General.** The Board may delegate some or all of the administration of the Plan to a Committee or Committees. If administration of the Plan is delegated to a Committee, the Committee will have, in connection with the administration of the Plan, the powers theretofore possessed by the Board that have been delegated to the Committee, including the power to delegate to another Committee or a subcommittee of the Committee any of the administrative powers the Committee is authorized to exercise (and references in this Plan to the Board will thereafter be to the Committee or subcommittee), subject, however, to such resolutions, not inconsistent with the provisions of the Plan, as may be adopted from time to time by the Board. Each Committee may retain the authority to concurrently administer the Plan with Committee or subcommittee to which it has delegated its authority hereunder and may, at any time, revert in such Committee some or all of the powers previously delegated. The Board may retain the authority to concurrently administer the Plan with any Committee and may, at any time, revert in the Board some or all of the powers previously delegated. Until and unless otherwise determined by the Board, the Compensation Committee of the Board shall administer the Plan.

(ii) **Rule 16b-3 Compliance.** To the extent an Award is intended to qualify for the exemption from Section 16(b) of the Exchange Act that is available under Rule 16b-3 of the Exchange Act, the Award will be granted by the Board or a Committee that consists solely of two or more Non-Employee Directors, as determined under Rule 16b-3(b)(3) of the Exchange Act and thereafter any action establishing or modifying the terms of the Award will be approved by the Board or a Committee meeting such requirements to the extent necessary for such exemption to remain available.

(d) Approval. Awards granted under the Plan must be approved by a majority of the Company's "Independent Directors" (as defined under the Nasdaq Listing Rules) or the Compensation Committee of the Board.

(e) Effect of Board's Decision. All determinations, interpretations and constructions made by the Board or any Committee in good faith will not be subject to review by any person and will be final, binding and conclusive on all persons.

8. Tax Withholding

(a) Withholding Authorization. As a condition to acceptance of any Award under the Plan, a Participant authorizes withholding from payroll and any other amounts payable to such Participant, and otherwise agree to make adequate provision for any sums required to satisfy any U.S. federal, state, local and/or foreign tax or social insurance contribution withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise, vesting or settlement of such Award, as applicable. Accordingly, a Participant may not be able to exercise an Award even though the Award is vested, and the Company shall have no obligation to issue shares of Common Stock subject to an Award, unless and until such obligations are satisfied.

(b) Satisfaction of Withholding Obligation. To the extent permitted by the terms of an Award Agreement, the Company may, in its sole discretion, satisfy any U.S. federal, state, local and/or foreign tax or social insurance withholding obligation relating to an Award by any of the following means or by a combination of such means: (i) causing the Participant to tender a cash payment; (ii) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to the Participant in connection with the Award; (iii) withholding cash from an Award settled in cash; (iv) withholding payment from any amounts otherwise payable to the Participant; (v) by allowing a Participant to effectuate a "cashless exercise" pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board, or (vi) by such other method as may be set forth in the Award Agreement.

(c) No Obligation to Notify or Minimize Taxes; No Liability to Claims. Except as required by Applicable Law the Company has no duty or obligation to any Participant to advise such holder as to the time or manner of exercising such Award. Furthermore, the Company has no duty or obligation to warn or otherwise advise such holder of a pending termination or expiration of an Award or a possible period in which the Award may not be exercised. The Company has no duty or obligation to minimize the tax consequences of an Award to the holder of such Award and will not be liable to any holder of an Award for any adverse tax consequences to such holder in connection with an Award. As a condition to accepting an Award under the Plan, each Participant (i) agrees to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from such Award or other Company compensation and (ii) acknowledges that such Participant was advised to consult with his or her own personal tax, financial and other legal advisors regarding the tax consequences of the Award and has either done so or knowingly and voluntarily declined to do so. Additionally, each Participant acknowledges any Option or SAR granted under the Plan is exempt from Section 409A only if the exercise or strike price is at least equal to the "fair market value" of the Common Stock on the date of grant as determined by the Internal Revenue Service and there is no other impermissible deferral of compensation associated with the Award. Additionally, as a condition to accepting an Option or

SAR granted under the Plan, each Participant agrees to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates in the event that the Internal Revenue Service asserts that such exercise price or strike price is less than the “fair market value” of the Common Stock on the date of grant as subsequently determined by the Internal Revenue Service.

(d) Withholding Indemnification. As a condition to accepting an Award under the Plan, in the event that the amount of the Company’s and/or its Affiliate’s withholding obligation in connection with such Award was greater than the amount actually withheld by the Company and/or its Affiliates, each Participant agrees to indemnify and hold the Company and/or its Affiliates harmless from any failure by the Company and/or its Affiliates to withhold the proper amount.

9. Miscellaneous.

(a) Source of Shares. The stock issuable under the Plan will be shares of authorized but unissued or **reacquired** Common Stock, including shares repurchased by the Company on the open market or otherwise.

(b) Use of Proceeds from Sales of Common Stock. Proceeds from the sale of shares of Common Stock pursuant to Awards will constitute general funds of the Company.

(c) Corporate Action Constituting Grant of Awards. Corporate action constituting a grant by the Company of an Award to any Participant will be deemed completed as of the date of such corporate action, unless otherwise determined by the Board, regardless of when the instrument, certificate, or letter evidencing the Award is communicated to, or actually received or accepted by, the Participant. In the event that the corporate records (e.g., Board consents, resolutions or minutes) documenting the corporate action approving the grant contain terms (e.g., exercise price, vesting schedule or number of shares) that are inconsistent with those in the Award Agreement or related grant documents as a result of a clerical error in the Award Agreement or related grant documents, the corporate records will control and the Participant will have no legally binding right to the incorrect term in the Award Agreement or related grant documents.

(d) Stockholder Rights. No Participant will be deemed to be the holder of, or to have any of the rights of a holder with respect to, any shares of Common Stock subject to such Award unless and until (i) such Participant has satisfied all requirements for exercise of the Award pursuant to its terms, if applicable, and (ii) the issuance of the Common Stock subject to such Award is reflected in the records of the Company.

(e) No Employment or Other Service Rights. Nothing in the Plan, any Award Agreement or any other instrument executed thereunder or in connection with any Award granted pursuant thereto will confer upon any Participant any right to continue to serve the Company or an Affiliate in the capacity in effect at the time the Award was granted or affect the right of the Company or an Affiliate to terminate at will and without regard to any future vesting opportunity that a Participant may have with respect to any Award (i) the employment of an Employee with or without notice and with or without cause, (ii) the service of a Consultant pursuant to the terms of such Consultant’s agreement with the Company or an Affiliate, or (iii) the service of a Director pursuant to the Bylaws of the Company or an Affiliate, and any applicable provisions of the

corporate law of the state or foreign jurisdiction in which the Company or the Affiliate is incorporated, as the case may be. Further, nothing in the Plan, any Award Agreement or any other instrument executed thereunder or in connection with any Award will constitute any promise or commitment by the Company or an Affiliate regarding the fact or nature of future positions, future work assignments, future compensation or any other term or condition of employment or service or confer any right or benefit under the Award or the Plan unless such right or benefit has specifically accrued under the terms of the Award Agreement and/or Plan.

(f) Change in Time Commitment. In the event a Participant's regular level of time commitment in the performance of his or her services for the Company and any Affiliates is reduced (for example, and without limitation, if the Participant is an Employee of the Company and the Employee has a change in status from a full-time Employee to a part-time Employee or takes an extended leave of absence) after the date of grant of any Award to the Participant, the Board may determine, to the extent permitted by Applicable Law, to (i) make a corresponding reduction in the number of shares or cash amount subject to any portion of such Award that is scheduled to vest or become payable after the date of such change in time commitment, and (ii) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such Award. In the event of any such reduction, the Participant will have no right with respect to any portion of the Award that is so reduced or extended.

(g) Execution of Additional Documents. As a condition to accepting an Award under the Plan, the Participant agrees to execute any additional documents or instruments necessary or desirable, as determined in the Plan Administrator's sole discretion, to carry out the purposes or intent of the Award, or facilitate compliance with securities and/or other regulatory requirements, in each case at the Plan Administrator's request.

(h) Electronic Delivery and Participation. Any reference herein or in an Award Agreement to a "written" agreement or document will include any agreement or document delivered electronically, filed publicly at www.sec.gov (or any successor website thereto) or posted on the Company's intranet (or other shared **electronic** medium controlled by the Company to which the Participant has access). By accepting any Award the Participant consents to receive documents by electronic delivery and to participate in the Plan through any on-line electronic system established and maintained by the Plan Administrator or another third party selected by the Plan Administrator. The form of delivery of any Common Stock (e.g., a stock certificate or electronic entry evidencing such shares) shall be determined by the Company.

(i) Clawback/Recovery. All Awards granted under the Plan will be subject to recoupment in accordance with any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other Applicable Law and any clawback policy that the Company otherwise adopts, to the extent applicable and permissible under Applicable Law. In addition, the Board may impose such other clawback, recovery or recoupment provisions in an Award Agreement as the Board determines necessary or appropriate, including but not limited to a reacquisition right in respect of previously acquired shares of Common Stock or other cash or property upon the occurrence of Cause. No recovery of compensation under such a clawback policy will be an event giving rise to a Participant's right to voluntarily terminate employment upon a "resignation for good reason," or for a "constructive termination" or any similar term under any plan of or agreement with the Company.

(j) Securities Law Compliance. A Participant will not be issued any shares in respect of an Award unless **either** (i) the shares are registered under the Securities Act; or (ii) the Company has determined that such issuance would be exempt from the registration requirements of the Securities Act. Each Award also must comply with other Applicable Law governing the Award, and a Participant will not receive such shares if the Company determines that such receipt would not be in material compliance with Applicable Law.

(k) Transfer or Assignment of Awards; Issued Shares. Except as expressly provided in the Plan or the form of Award Agreement, Awards granted under the Plan may not be transferred or assigned by the Participant. After the vested shares subject to an Award have been issued, or in the case of Restricted Stock and similar awards, after the issued shares have vested, the holder of such shares is free to assign, hypothecate, donate, encumber or otherwise dispose of any interest in such shares provided that any such actions are in compliance with the provisions herein, the terms of the Trading Policy and Applicable Law.

(l) Effect on Other Employee Benefit Plans. The value of any Award granted under the Plan, as determined upon grant, vesting or settlement, shall not be included as compensation, earnings, salaries, or other similar terms used when calculating any Participant's benefits under any employee benefit plan sponsored by the Company or any Affiliate, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any of the Company's or any Affiliate's employee benefit plans.

(m) Deferrals. To the extent permitted by Applicable Law, the Board, in its sole discretion, may determine that the delivery of Common Stock or the payment of cash, upon the exercise, vesting or settlement of all or a portion of any Award may be deferred and may also establish programs and procedures for deferral elections to be made by Participants. Deferrals will be made in accordance with the requirements of Section 409A.

(n) Section 409A. Unless otherwise expressly provided in an Award Agreement, the Plan and Award Agreements will be interpreted to the greatest extent possible in a manner that makes the Plan and the Awards granted hereunder exempt from Section 409A, and, to the extent not so exempt, in compliance with the requirements of Section 409A. If the Board determines that any Award granted hereunder is not exempt from and is therefore subject to Section 409A, the Award Agreement evidencing such Award will incorporate the terms and conditions necessary to avoid the consequences specified in Section 409A(a)(1) of the Code, and to the extent an Award Agreement is silent on terms necessary for compliance, such terms are hereby incorporated by reference into the Award Agreement. Notwithstanding anything to the contrary in this Plan (and unless the Award Agreement specifically provides otherwise), if the shares of Common Stock are publicly traded, and if a Participant holding an Award that constitutes "deferred compensation" under Section 409A is a "specified employee" for purposes of Section 409A, no distribution or payment of any amount that is due because of a "separation from service" (as defined in Section 409A without regard to alternative definitions thereunder) will be issued or paid before the date that is six months and one day following the date of such Participant's "separation from service" or, if earlier, the date of the Participant's death, unless such distribution or payment can be made in a manner that complies with Section 409A, and any amounts so deferred will be paid in a lump sum on the day after such six month period elapses, with the balance paid thereafter on the original schedule.

(o) Choice of Law. This Plan and any controversy arising out of or relating to this Plan shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to conflict of law principles that would result in any application of any law other than the law of the State of California.

10. Covenants of the Company.

(a) Compliance with Law. The Company will seek to obtain from each regulatory commission or agency, as may be deemed to be necessary, having jurisdiction over the Plan such authority as may be required to grant Awards and to issue and sell shares of Common Stock upon exercise or vesting of the Awards; provided, however, that this undertaking will not require the Company to register under the Securities Act the Plan, any Award or any Common Stock issued or issuable pursuant to any such Award. If, after reasonable efforts and at a reasonable cost, the Company is unable to obtain from any such regulatory commission or agency the authority that counsel for the Company deems necessary or advisable for the lawful issuance and sale of Common Stock under the Plan, the Company will be relieved from any liability for failure to issue and sell Common Stock upon exercise or vesting of such Awards unless and until such authority is obtained. A Participant is not eligible for the grant of an Award or the subsequent issuance of Common Stock pursuant to the Award if such grant or issuance would be in violation of any Applicable Law.

11. Additional Rules for Awards Subject to Section 409A.

(a) Application. Unless the provisions of this Section of the Plan are expressly superseded by the provisions in the form of Award Agreement, the provisions of this Section shall apply and shall supersede anything to the contrary set forth in the Award Agreement for a Non-Exempt Award.

(b) Non-Exempt Awards Subject to Non-Exempt Severance Arrangements. To the extent a Non-Exempt Award is subject to Section 409A due to application of a Non-Exempt Severance Arrangement, the following provisions of this subsection (b) apply.

(i) If the Non-Exempt Award vests in the ordinary course during the Participant's Continuous Service in accordance with the vesting schedule set forth in the Award Agreement, and does not accelerate vesting under the terms of a Non-Exempt Severance Arrangement, in no event will the shares be issued in respect of such Non-Exempt Award any later than the later of: (i) December 31st of the calendar year that includes the applicable vesting date, or (ii) the 60th day that follows the applicable vesting date.

(ii) If vesting of the Non-Exempt Award accelerates under the terms of a Non-Exempt Severance Arrangement in connection with the Participant's Separation from Service, and such vesting acceleration provisions were in effect as of the date of grant of the Non-Exempt Award and, therefore, are part of the terms of such Non-Exempt Award as of the date of grant, then the shares will be earlier issued in settlement of such Non-Exempt Award upon the

Participant's Separation from Service in accordance with the terms of the Non-Exempt Severance Arrangement, but in no event later than the 60th day that follows the date of the Participant's Separation from Service. However, if at the time the shares would otherwise be issued the Participant is subject to the distribution limitations contained in Section 409A applicable to "specified employees," as defined in Section 409A(a)(2)(B)(i) of the Code, such shares shall not be issued before the date that is six months following the date of such Participant's Separation from Service, or, if earlier, the date of the Participant's death that occurs within such six month period.

(iii) If vesting of a Non-Exempt Award accelerates under the terms of a Non-Exempt Severance Arrangement in connection with a Participant's Separation from Service, and such vesting acceleration provisions were not in effect as of the date of grant of the Non-Exempt Award and, therefore, are not a part of the terms of such Non-Exempt Award on the date of grant, then such acceleration of vesting of the Non-Exempt Award shall not accelerate the issuance date of the shares, but the shares shall instead be issued on the same schedule as set forth in the Grant Notice as if they had vested in the ordinary course during the Participant's Continuous Service, notwithstanding the vesting acceleration of the Non-Exempt Award. Such issuance schedule is intended to satisfy the requirements of payment on a specified date or pursuant to a fixed schedule, as provided under Treasury Regulations Section 1.409A-3(a)(4).

(c) **Treatment of Non-Exempt Awards Upon a Corporate Transaction.** The provisions of this subsection (c) shall apply and shall supersede anything to the contrary set forth in the Plan with respect to the permitted treatment of any Non-Exempt Award in connection with a Corporate Transaction if the Participant was an Employee upon the applicable date of grant of the Non-Exempt Award.

(i) **Vested Non-Exempt Awards.** The following provisions shall apply to any Vested Non-Exempt Award in connection with a Corporate Transaction:

(1) If the Corporate Transaction is also a Section 409A Change in Control then the Acquiring Entity may not assume, continue or substitute the Vested Non-Exempt Award. Upon the Section 409A Change in Control the settlement of the Vested Non-Exempt Award will automatically be accelerated and the shares will be immediately issued in respect of the Vested Non-Exempt Award. Alternatively, the Company may instead provide that the Participant will receive a cash settlement equal to the Fair Market Value of the shares that would otherwise be issued to the Participant upon the Section 409A Change in Control.

(2) If the Corporate Transaction is not also a Section 409A Change in Control, then the Acquiring Entity must either assume, continue or substitute each Vested Non-Exempt Award. The shares to be issued in respect of the Vested Non-Exempt Award shall be issued to the Participant by the Acquiring Entity on the same schedule that the shares would have been issued to the Participant if the Corporate Transaction had not occurred. In the Acquiring Entity's discretion, in lieu of an issuance of shares, the Acquiring Entity may instead substitute a cash payment on each applicable issuance date, equal to the Fair Market Value of the shares that would otherwise be issued to the Participant on such issuance dates, with the determination of the Fair Market Value of the shares made on the date of the Corporate Transaction.

(ii) Unvested Non-Exempt Awards. The following provisions shall apply to any Unvested Non-Exempt Award unless otherwise determined by the Board pursuant to subsection (e) of this Section.

(1) In the event of a Corporate Transaction, the Acquiring Entity shall assume, continue or substitute any Unvested Non-Exempt Award. Unless otherwise determined by the Board, any Unvested Non-Exempt Award will remain subject to the same vesting and forfeiture restrictions that were applicable to the Award prior to the Corporate Transaction. The shares to be issued in respect of any Unvested Non-Exempt Award shall be issued to the Participant by the Acquiring Entity on the same schedule that the shares would have been issued to the Participant if the Corporate Transaction had not occurred. In the Acquiring Entity's discretion, in lieu of an issuance of shares, the Acquiring Entity may instead substitute a cash payment on each applicable issuance date, equal to the Fair Market Value of the shares that would otherwise be issued to the Participant on such issuance dates, with the determination of Fair Market Value of the shares made on the date of the Corporate Transaction.

(2) If the Acquiring Entity will not assume, substitute or continue any Unvested Non-Exempt Award in connection with a Corporate Transaction, then such Award shall automatically terminate and be forfeited upon the Corporate Transaction with no consideration payable to any Participant in respect of such forfeited Unvested Non-Exempt Award. Notwithstanding the foregoing, to the extent permitted and in compliance with the requirements of Section 409A, the Board may in its discretion determine to elect to accelerate the vesting and settlement of the Unvested Non-Exempt Award upon the Corporate Transaction, or instead substitute a cash payment equal to the Fair Market Value of such shares that would otherwise be issued to the Participant, as further provided in subsection (e)(ii) below. In the absence of such discretionary election by the Board, any Unvested Non-Exempt Award shall be forfeited without payment of any consideration to the affected Participants if the Acquiring Entity will not assume, substitute or continue the Unvested Non-Exempt Awards in connection with the Corporate Transaction.

(3) The foregoing treatment shall apply with respect to all Unvested Non-Exempt Awards upon any Corporate Transaction, and regardless of whether or not such Corporate Transaction is also a Section 409A Change in Control.

12. Severability.

If all or any part of the Plan or any Award Agreement is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not invalidate any portion of the Plan or such Award Agreement not declared to be unlawful or invalid. Any Section of the Plan or any Award Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

13. Termination of the Plan.

The Board may suspend or terminate the Plan at any time.

No Awards may be granted under the Plan while the Plan is suspended or after it is terminated.

14. Definitions.

As used in the Plan, the following definitions apply to the capitalized terms indicated below:

(a) “*Acquiring Entity*” means the surviving or acquiring corporation (or its parent company) in connection with a Corporate Transaction.

(b) “*Adoption Date*” means the date the Plan is first approved by the Board or Compensation Committee.

(c) “*Affiliate*” means, at the time of determination, any “parent” or “subsidiary” of the Company as such terms are defined in Rule 405 promulgated under the Securities Act. The Board may determine the time or times at which “parent” or “subsidiary” status is determined within the foregoing definition.

(d) “*Applicable Law*” means any applicable securities, federal, state, foreign, material local or municipal or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, listing rule, regulation, judicial decision, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body (including under the authority of any applicable self-regulating organization such as the Nasdaq Stock Market, New York Stock Exchange, or the Financial Industry Regulatory Authority).

(e) “*Award*” means any right to receive Common Stock, cash or other property granted under the Plan (including a Nonstatutory Stock Option, a Restricted Stock Award, a RSU Award, a SAR, a Performance Award or any Other Award).

(f) “*Award Agreement*” means a written agreement between the Company and a Participant evidencing the terms and conditions of an Award. The Award Agreement generally consists of the Grant Notice and the agreement containing the written summary of the general terms and conditions applicable to the Award and which is provided to a Participant along with the Grant Notice.

(g) “*Board*” means the Board of Directors of the Company (or its designee). Any decision or determination made by the Board shall be a decision or determination that is made in the sole discretion of the Board (or its designee), and such decision or determination shall be final and binding on all Participants.

(h) “*Capitalization Adjustment*” means any change that is made in, or other events that occur with respect to, the Common Stock subject to the Plan or subject to any Award without the receipt of consideration by the Company through merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, stock split, reverse stock split, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or any similar equity restructuring transaction, as that term is used in Statement of Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto). Notwithstanding the foregoing, the conversion of any convertible securities of the Company will not be treated as a Capitalization Adjustment.

(i) “*Cause*” has the meaning ascribed to such term in any written agreement between the Participant and the Company defining such term and, in the absence of such agreement, such term means, with respect to a Participant, the occurrence of any of the following events: (i) such Participant’s attempted commission of, or participation in, a fraud or act of dishonesty against the Company; (ii) such Participant’s intentional, material violation of any contract or agreement between the Participant and the Company or of any statutory duty owed to the Company; (iii) such Participant’s unauthorized use or disclosure of the Company’s confidential information or trade secrets; or (iv) such Participant’s gross misconduct. The determination that a termination of the Participant’s Continuous Service is either for Cause or without Cause will be made by the Board with respect to Participants who are executive officers of the Company and by the Company’s Chief Executive Officer with respect to Participants who are not executive officers of the Company. Any determination by the Company that the Continuous Service of a Participant was terminated with or without Cause for the purposes of outstanding Awards held by such Participant will have no effect upon any determination of the rights or obligations of the Company or such Participant for any other purpose.

(j) “*Change in Control*” or “*Change of Control*” means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events; provided, however, to the extent necessary to avoid adverse personal income tax consequences to the Participant in connection with an Award, also constitutes a Section 409A Change in Control:

(i) any Exchange Act Person becomes the Owner, directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company’s then outstanding securities other than by virtue of a merger, consolidation or similar transaction. Notwithstanding the foregoing, a Change in Control shall not be deemed to occur (A) on account of the acquisition of securities of the Company directly from the Company, (B) on account of the acquisition of securities of the Company by an investor, any affiliate thereof or any other Exchange Act Person that acquires the Company’s securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities, or (C) solely because the level of Ownership held by any Exchange Act Person (the “*Subject Person*”) exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, the Subject Person becomes the Owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities Owned by the Subject Person over the designated percentage threshold, then a Change in Control shall be deemed to occur;

(ii) there is consummated a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation or similar transaction, the stockholders of the Company immediately prior thereto do not Own, directly or indirectly, either (A) outstanding voting securities representing more than 50% of the combined outstanding voting power of the surviving Entity in such merger, consolidation or similar transaction or (B) more than 50% of the combined outstanding voting power of the parent of the surviving Entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such transaction;

(iii) the stockholders of the Company approve or the Board approves a plan of complete dissolution or liquidation of the Company, or a complete dissolution or liquidation of the Company shall otherwise occur, except for a liquidation into a parent corporation;

(iv) there is consummated a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its Subsidiaries to an Entity, more than 50% of the combined voting power of the voting securities of which are Owned by stockholders of the Company in substantially the same proportions as their Ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition; or

(v) individuals who, on the date the Plan is adopted by the Board, are members of the Board (the “*Incumbent Board*”) cease for any reason to constitute at least a majority of the members of the Board; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member shall, for purposes of this Plan, be considered as a member of the Incumbent Board.

Notwithstanding the foregoing or any other provision of this Plan, (A) the term Change in Control shall not include a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company, and (B) the definition of Change in Control (or any analogous term) in an individual written agreement between the Company or any Affiliate and the Participant shall supersede the foregoing definition with respect to Awards subject to such agreement; provided, however, that if no definition of Change in Control or any analogous term is set forth in such an individual written agreement, the foregoing definition shall apply.

(k) “*Code*” means the Internal Revenue Code of 1986, as amended, including any applicable regulations and guidance thereunder.

(l) “*Committee*” means the Compensation Committee and any other committee of Directors to whom authority has been delegated by the Board or Compensation Committee in accordance with the Plan.

(m) “*Common Stock*” means the common stock of the Company.

(n) “*Company*” means Oportun Financial Corporation, a Delaware corporation.

(o) “*Compensation Committee*” means the Compensation and Leadership Committee of the Board.

(p) **“Consultant”** means any person, including an advisor, who is (i) engaged by the Company or an Affiliate to render consulting or advisory services and is compensated for such services, or (ii) serving as a member of the board of directors of an Affiliate and is compensated for such services. However, service solely as a Director, or payment of a fee for such service, will not cause a Director to be considered a “Consultant” for purposes of the Plan. Notwithstanding the foregoing, a person is treated as a Consultant under this Plan only if a Form S-8 Registration Statement under the Securities Act is available to register either the offer or the sale of the Company’s securities to such person.

(q) **“Continuous Service”** means that the Participant’s service with the Company or an Affiliate, whether as an Employee, Director or Consultant, is not interrupted or terminated. A change in the capacity in which the Participant renders service to the Company or an Affiliate as an Employee, Director or Consultant or a change in the Entity for which the Participant renders such service, provided that there is no interruption or termination of the Participant’s service with the Company or an Affiliate, will not terminate a Participant’s Continuous Service; provided, however, that if the Entity for which a Participant is rendering services ceases to qualify as an Affiliate, as determined by the Board, such Participant’s Continuous Service will be considered to have terminated on the date such Entity ceases to qualify as an Affiliate. For example, a change in status from an Employee of the Company to a Consultant of an Affiliate or to a Director will not constitute an interruption of Continuous Service. To the extent permitted by law, the Board or the chief executive officer of the Company, in that party’s sole discretion, may determine whether Continuous Service will be considered interrupted in the case of (i) any leave of absence approved by the Board or chief executive officer, including sick leave, military leave or any other personal leave, or (ii) transfers between the Company, an Affiliate, or their successors. Notwithstanding the foregoing, a leave of absence will be treated as Continuous Service for purposes of vesting in an Award only to such extent as may be provided in the Company’s leave of absence policy, in the written terms of any leave of absence agreement or policy applicable to the Participant, or as otherwise required by law. In addition, to the extent required for exemption from or compliance with Section 409A, the determination of whether there has been a termination of Continuous Service will be made, and such term will be construed, in a manner that is consistent with the definition of “separation from service” as defined under Treasury Regulation Section 1.409A-1(h) (without regard to any alternative definition thereunder).

(r) **“Corporate Transaction”** means the consummation, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) a sale or other disposition of all or substantially all, as determined by the Board, of the consolidated assets of the Company and its Subsidiaries;

(ii) a sale or other disposition of at least 50% of the outstanding securities of the Company;

(iii) a merger, consolidation or similar transaction following which the Company is not the surviving corporation; or

(iv) a merger, consolidation or similar transaction following which the Company is the surviving corporation but the shares of Common Stock outstanding immediately preceding the merger, consolidation or similar transaction are converted or exchanged by virtue of the merger, consolidation or similar transaction into other property, whether in the form of securities, cash or otherwise.

(s) “**Director**” means a member of the Board.

(t) “**determine**” or “**determined**” means as determined by the Board or the Committee (or its designee) in its sole discretion.

(u) “**Disability**” means, with respect to a Participant, such Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, as provided in Section 22(e)(3) of the Code, and will be determined by the Board on the basis of such medical evidence as the Board deems warranted under the circumstances.

(v) “**Employee**” means any person employed by the Company or an Affiliate. However, service solely as a Director, or payment of a fee for such services, will not cause a Director to be considered an “Employee” for purposes of the Plan. However, for the avoidance of doubt, although a person who is an Employee also may be a Director, a person who already is serving as a Director prior to becoming an Employee will not be eligible to be granted an Award under the Plan unless permitted under the Inducement Listing Rule. The Company shall determine in good faith and in the exercise of its discretion whether an individual has become or has ceased to be an Employee and the effective date of such individual’s employment or termination of employment, as the case may be. For purposes of an individual’s rights, if any, under the Plan as of the time of the Company’s determination, all such determinations by the Company shall be final, binding and conclusive, notwithstanding that the Company or any court of law or governmental agency subsequently makes a contrary determination.

(w) “**Employer**” means the Company or the Affiliate of the Company that employs the Participant.

(x) “**Entity**” means a corporation, partnership, limited liability company or other entity.

(y) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

(z) “**Exchange Act Person**” means any natural person, Entity or “group” (within the meaning of Section 13(d) or 14(d) of the Exchange Act), except that “Exchange Act Person” will not include (i) the Company or any Subsidiary of the Company, (ii) any employee benefit plan of the Company or any Subsidiary of the Company or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company, (iii) an underwriter temporarily holding securities pursuant to a registered public offering of such securities, (iv) an Entity Owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their Ownership of stock of the Company; or (v) any natural person, Entity or “group” (within the meaning of Section 13(d) or 14(d) of the Exchange Act) that, as of the IPO Date, is the Owner, directly or indirectly, of securities of the Company representing more than 50% of the combined voting power of the Company’s then outstanding securities.

(aa) “*Fair Market Value*” means, as of any date, unless otherwise determined by the Board, the value of the Common Stock (as determined on a per share or aggregate basis, as applicable) determined as follows:

(i) If the Common Stock is listed on any established stock exchange or traded on any established market, the Fair Market Value will be the closing sales price for such stock as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) on the date of determination, as reported in a source the Board deems reliable.

(ii) If there is no closing sales price for the Common Stock on the date of determination, then the Fair Market Value will be the closing selling price on the last preceding date for which such quotation exists.

(iii) In the absence of such markets for the Common Stock, or if otherwise determined by the Board, the Fair Market Value will be determined by the Board in good faith and in a manner that complies with Section 409A.

(ab) “*Governmental Body*” means any: (a) nation, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or regulatory body, or quasi-governmental body of any nature (including any governmental division, department, administrative agency or bureau, commission, authority, instrumentality, official, ministry, fund, foundation, center, organization, unit, body or Entity and any court or other tribunal, and for the avoidance of doubt, any Tax authority) or other body exercising similar powers or authority; or (d) self-regulatory organization (including the Nasdaq Stock Market, New York Stock Exchange, and the Financial Industry Regulatory Authority).

(ac) “*Grant Notice*” means the notice provided to a Participant that he or she has been granted an Award under the Plan and which includes the name of the Participant, the type of Award, the date of grant of the Award, number of shares of Common Stock subject to the Award or potential cash payment right, (if any), the vesting schedule for the Award (if any) and other key terms applicable to the Award.

(ad) “*Incentive Stock Option*” means an option that is intended to be, and qualifies as, an “incentive stock option” within the meaning of Section 422 of the Code.

(ae) “*IPO Date*” means September 25, 2019.

(af) “*Materially Impair*” means any amendment to the terms of the Award that materially adversely affects the Participant’s rights under the Award. A Participant’s rights under an Award will not be deemed to have been Materially Impaired by any such amendment if the Board, in its sole discretion, determines that the amendment, taken as a whole, does not materially impair the Participant’s rights. For example, the following types of amendments to the terms of an Award do not Materially Impair the Participant’s rights under the Award: (i) imposition of reasonable restrictions on the minimum number of shares subject to an Option that may be exercised, (ii) to clarify the manner of exemption from, or to bring the Award into compliance with or qualify it for an exemption from, Section 409A; or (iii) to comply with other Applicable Laws.

(ag) “**Non-Employee Director**” means a Director who either (i) is not a current employee or officer of the Company or an Affiliate, does not receive compensation, either directly or indirectly, from the Company or an Affiliate for services rendered as a consultant or in any capacity other than as a Director (except for an amount as to which disclosure would not be required under Item 404(a) of Regulation S-K promulgated pursuant to the Securities Act (“**Regulation S-K**”)), does not possess an interest in any other transaction for which disclosure would be required under Item 404(a) of Regulation S-K, and is not engaged in a business relationship for which disclosure would be required pursuant to Item 404(b) of Regulation S-K; or (ii) is otherwise considered a “non-employee director” for purposes of Rule 16b-3.

(ah) “**Non-Exempt Award**” means any Award that is subject to, and not exempt from, Section 409A, including as the result of (i) a deferral of the issuance of the shares subject to the Award which is elected by the Participant or imposed by the Company, (ii) the terms of any Non-Exempt Severance Agreement.

(ai) “**Non-Exempt Severance Arrangement**” means a severance arrangement or other agreement between the Participant and the Company that provides for acceleration of vesting of an Award and issuance of the shares in respect of such Award upon the Participant’s termination of employment or separation from service (as such term is defined in Section 409A(a)(2)(A)(i) of the Code (and without regard to any alternative definition thereunder)) (“**Separation from Service**”) and such severance benefit does not satisfy the requirements for an exemption from application of Section 409A provided under Treasury Regulations Section 1.409A-1(b)(4), 1.409A-1(b)(9) or otherwise.

(aj) “**Nonstatutory Stock Option**” means any option granted pursuant to Section 4 of the Plan that does not qualify as an Incentive Stock Option.

(ak) “**Officer**” means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act.

(al) “**Option**” means a Nonstatutory Stock Option to purchase shares of Common Stock granted pursuant to the Plan.

(am) “**Option Agreement**” means a written agreement between the Company and the Optionholder evidencing the terms and conditions of the Option grant. The Option Agreement includes the Grant Notice for the Option and the agreement containing the written summary of the general terms and conditions applicable to the Option and which is provided to a Participant along with the Grant Notice. Each Option Agreement will be subject to the terms and conditions of the Plan.

(an) “**Optionholder**” means a person to whom an Option is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Option.

(ao) “**Other Award**” means an award based in whole or in part by reference to the Common Stock which is granted pursuant to the terms and conditions of Section 5(c).

(ap) “*Other Award Agreement*” means a written agreement between the Company and a holder of an Other Award evidencing the terms and conditions of an Other Award grant. Each Other Award Agreement will be subject to the terms and conditions of the Plan.

(aq) “*Own,*” “*Owned,*” “*Owner,*” “*Ownership*” means that a person or Entity will be deemed to “Own,” to have “Owned,” to be the “Owner” of, or to have acquired “Ownership” of securities if such person or Entity, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares voting power, which includes the power to vote or to direct the voting, with respect to such securities.

(ar) “*Participant*” means a person to whom an Award is granted pursuant to the Plan or, if applicable, such other person who holds an outstanding Award.

(as) “*Performance Award*” means an Award that may vest or may be exercised or a cash award that may vest or become earned and paid contingent upon the attainment during a Performance Period of certain Performance Goals and which is granted under the terms and conditions of Section 5(b) pursuant to such terms as are approved by the Board. In addition, to the extent permitted by Applicable Law and set forth in the applicable Award Agreement, the Board may determine that cash or other property may be used in payment of Performance Awards. Performance Awards that are settled in cash or other property are not required to be valued in whole or in part by reference to, or otherwise based on, the Common Stock.

(at) “*Performance Criteria*” means the one or more criteria that the Board will select for purposes of establishing the Performance Goals for a Performance Period. The Performance Criteria that will be used to establish such Performance Goals may be based on any measure of performance selected by the Board.

(au) “*Performance Goals*” means, for a Performance Period, the one or more goals established by the Board for the Performance Period based upon the Performance Criteria. Performance Goals may be based on a Company-wide basis, with respect to one or more business units, divisions, Affiliates, or business segments, and in either absolute terms or relative to the performance of one or more comparable companies or the performance of one or more relevant indices. Unless specified otherwise by the Board (i) in the Award Agreement at the time the Award is granted or (ii) in such other document setting forth the Performance Goals at the time the Performance Goals are established, the Board will appropriately make adjustments in the method of calculating the attainment of Performance Goals for a Performance Period as follows: (1) to exclude restructuring and/or other nonrecurring charges; (2) to exclude exchange rate effects; (3) to exclude the effects of changes to generally accepted accounting principles; (4) to exclude the effects of any statutory adjustments to corporate tax rates; (5) to exclude the effects of items that are “unusual” in nature or occur “infrequently” as determined under generally accepted accounting principles; (6) to exclude the dilutive effects of acquisitions or joint ventures; (7) to assume that any business divested by the Company achieved performance objectives at targeted levels during the balance of a Performance Period following such divestiture; (8) to exclude the effect of any change in the outstanding shares of common stock of the Company by reason of any stock dividend or split, stock repurchase, reorganization, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other similar corporate change, or any distributions to common stockholders other than regular cash dividends; (9) to exclude the effects of stock based

compensation and the award of bonuses under the Company's bonus plans; (10) to exclude costs incurred in connection with potential acquisitions or divestitures that are required to be expensed under generally accepted accounting principles; and (11) to exclude the goodwill and intangible asset impairment charges that are required to be recorded under generally accepted accounting principles. In addition, the Board retains the discretion to reduce or eliminate the compensation or economic benefit due upon attainment of Performance Goals and to define the manner of calculating the Performance Criteria it selects to use for such Performance Period. Partial achievement of the specified criteria may result in the payment or vesting corresponding to the degree of achievement as specified in the Award Agreement or the written terms of a Performance Award.

(av) "**Performance Period**" means the period of time selected by the Board over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant's right to vesting or exercise of an Award. Performance Periods may be of varying and overlapping duration, at the sole discretion of the Board.

(aw) "**Plan**" means this Oportun Financial Corporation 2021 Inducement Equity Incentive Plan.

(ax) "**Plan Administrator**" means the person, persons, and/or third-party administrator designated by the Company to administer the day to day operations of the Plan and the Company's other equity incentive programs.

(ay) "**Post-Termination Exercise Period**" means the period following termination of a Participant's Continuous Service within which an Option or SAR is exercisable, as specified in Section 4(h).

(az) "**Restricted Stock Award**" or "**RSA**" means an Award of shares of Common Stock which is granted pursuant to the terms and conditions of Section 5(a).

(ba) "**Restricted Stock Award Agreement**" means a written agreement between the Company and a holder of a Restricted Stock Award evidencing the terms and conditions of a Restricted Stock Award grant. The Restricted Stock Award Agreement includes the Grant Notice for the Restricted Stock Award and the agreement containing the written summary of the general terms and conditions applicable to the Restricted Stock Award and which is provided to a Participant along with the Grant Notice. Each Restricted Stock Award Agreement will be subject to the terms and conditions of the Plan.

(bb) "**RSU Award**" or "**RSU**" means an Award of restricted stock units representing the right to receive an issuance of shares of Common Stock which is granted pursuant to the terms and conditions of Section 5(a).

(bc) "**RSU Award Agreement**" means a written agreement between the Company and a holder of a RSU Award evidencing the terms and conditions of a RSU Award grant. The RSU Award Agreement includes the Grant Notice for the RSU Award and the agreement containing the written summary of the general terms and conditions applicable to the RSU Award and which is provided to a Participant along with the Grant Notice. Each RSU Award Agreement will be subject to the terms and conditions of the Plan.

(bd) “**Rule 16b-3**” means Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.

(be) “**Rule 405**” means Rule 405 promulgated under the Securities Act.

(bf) “**Section 409A**” means Section 409A of the Code and the regulations and other guidance thereunder.

(bg) “**Section 409A Change in Control**” means a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company’s assets, as provided in Section 409A(a)(2)(A)(v) of the Code and Treasury Regulations Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder).

(bh) “**Securities Act**” means the Securities Act of 1933, as amended.

(bi) “**Share Reserve**” means the number of shares available for issuance under the Plan as set forth in Section 2(a).

(bj) “**Stock Appreciation Right**” or “**SAR**” means a right to receive the appreciation on Common Stock that is granted pursuant to the terms and conditions of Section 4.

(bk) “**SAR Agreement**” means a written agreement between the Company and a holder of a SAR evidencing the terms and conditions of a SAR grant. The SAR Agreement includes the Grant Notice for the SAR and the agreement containing the written summary of the general terms and conditions applicable to the SAR and which is provided to a Participant along with the Grant Notice. Each SAR Agreement will be subject to the terms and conditions of the Plan.

(bl) “**Subsidiary**” means, with respect to the Company, (i) any corporation of which more than 50% of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, stock of any other class or classes of such corporation will have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, Owned by the Company, and (ii) any partnership, limited liability company or other entity in which the Company has a direct or indirect interest (whether in the form of voting or participation in profits or capital contribution) of more than 50%.

(bm) “**Trading Policy**” means the Company’s policy permitting certain individuals to sell Company shares only during certain “window” periods and/or otherwise restricts the ability of certain individuals to transfer or encumber Company shares, as in effect from time to time.

(bn) “**Unvested Non-Exempt Award**” means the portion of any Non-Exempt Award that had not vested in accordance with its terms upon or prior to the date of any Corporate Transaction.

(bo) “**Vested Non-Exempt Award**” means the portion of any Non-Exempt Award that had vested in accordance with its terms upon or prior to the date of a Corporate Transaction.

Oportun Financial Corporation
RSU Award Grant Notice - International
(2021 Inducement Equity Incentive Plan)

Oportun Financial Corporation (the “*Company*”) has awarded to you (the “*Participant*”) the number of restricted stock units specified and on the terms set forth below in consideration of your services (the “*RSU Award*”). Your RSU Award is subject to all of the terms and conditions as set forth herein and in the Company’s 2021 Inducement Equity Incentive Plan (the “*Plan*”) and the Award Agreement (the “*Agreement*”) (including any special terms and conditions for your country set forth in the attached appendix (the “*Appendix*”), which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Agreement (including the Appendix) shall have the meanings set forth in the Plan or the Agreement.

Participant:

Date of Grant:

Vesting Commencement Date:

Number of Restricted Stock Units:

Vesting Schedule: [_____] Notwithstanding the foregoing, vesting shall terminate upon the Participant’s termination of Continuous Service.

Issuance Schedule: One share of Common Stock will be issued for each restricted stock unit which vests at the time set forth in Section 5 of the Agreement.

IMPORTANT INFORMATION REGARDING REJECTION OR ACCEPTANCE OF THE RSU AWARD AND SELL TO COVER ELECTION

Acceptance of the RSU Award: Please read this Grant Notice, the Agreement and the Plan carefully. If you do **not** wish to receive this RSU Award and/or you do **not** consent and agree to the terms and conditions on which this RSU Award is offered, as set forth in the this Grant Notice, the Agreement and the Plan, then you must reject the RSU Award by sending your written notice of rejection to the Company’s stock plan administrator (the “*Stock Plan Administrator*”) at equity@oportun.com or at the Company’s principal executive offices, located at 2 Circle Star Way, San Carlos, California, 94070; Attention: Stock Plan Administrator no later than the 60th calendar day following the Date of Grant (the “*Rejection Deadline*”). However, if the Rejection Deadline does not occur (1) during an “open window period” applicable to you, as determined by the Company in accordance with the Company’s then-effective policy or policies on trading in Company securities or (2) on a date when you are otherwise permitted to trade in Company securities, then the Rejection Deadline will be extended until the first business day thereafter on which you are permitted to trade in Company securities in accordance with the Company’s then-effective policy or policies on trading in Company securities. If you do not reject the RSU Award in accordance with this paragraph on or prior to the Rejection Deadline (as the same may be extended pursuant to the preceding sentence), then the RSU Award will be deemed to be accepted by you on the Rejection Deadline (as the same may be extended pursuant to the preceding sentence). The date that this RSU Award is deemed accepted by you pursuant to this paragraph is referred to as the “*Acceptance Date*.”

If you reject the RSU Award in accordance with the previous paragraph, the RSU Award will be cancelled and your eligibility for any future or additional benefits under the RSU Award will terminate. Similarly, your failure to reject the RSU Award in accordance with previous paragraph on or before the Rejection Deadline (as the same may be extended pursuant to the previous paragraph) will constitute your acceptance of the RSU Award and your agreement with all terms and conditions of the RSU Award, as set forth in the Notice, the Agreement and the Plan, in each case effective on the Acceptance Date.

Sell to Cover Election: By accepting the RSU Award as set forth above, you: (1) elect, on the Acceptance Date, to sell shares of Common Stock issued in respect of the RSU Award in an amount determined in accordance with Section 5(b) of the Agreement, and, on the Acceptance Date, you authorize and direct the Agent (as defined in the Agreement) to remit the cash proceeds of such sale to the Company as more specifically set forth in Section 5(b) of the Agreement (a “*Sell to Cover*”); (2) direct the Company, on the Acceptance Date, to make a cash payment to satisfy the Withholding Obligation from the cash proceeds of such sale directly to the appropriate taxing authorities; and (3) **represent and warrant that (i) you have carefully reviewed Section 5(b) of the Agreement, (ii) on the Acceptance Date, you are not aware of any material, nonpublic information with respect to the Company or any securities of the Company, are not subject to any legal, regulatory or contractual restriction that would prevent the Agent from conducting sales, do not have, and will not attempt to exercise, authority, influence or control over any sales of Common Stock effected by the Agent pursuant to the Agreement, and are making this election to Sell to Cover on the Acceptance Date in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1 (regarding trading of the Company’s securities on the basis of material nonpublic information) under the Exchange Act, and (iii) it is your intent that this election to Sell to Cover and Section 5(b) of the Agreement comply with the requirements of Rule 10b5-1(c)(1) under the Exchange Act and be interpreted to comply with the requirements of Rule 10b5-1(c) under the Exchange Act. You further acknowledge that by accepting this RSU Award as set forth above, you are adopting a 10b5-1 Plan (as defined in Section 5(b) of the Agreement) on the Acceptance Date to permit you to conduct a Sell to Cover sufficient to satisfy the Withholding Obligation as more specifically set forth in Section 5(b) of the Agreement.**

Participant Acknowledgements: By failing to notify the Company of your rejection of the RSU Award on or before the Rejection Deadline (as the same may be extended as set forth above), you understand and agree that as of the Acceptance Date:

- The RSU Award is governed by this RSU Award Grant Notice (the “*Grant Notice*”), and the provisions of the Plan and the Agreement (including the Appendix), all of which are made a part of this document. Unless otherwise provided in the Plan, this Grant Notice and the Agreement (including the Appendix) (together, the “*RSU Award Agreement*”) may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company.
- You have read and are familiar with the provisions of the Plan, the RSU Award Agreement and the Prospectus. In the event of any conflict between the provisions in the RSU Award Agreement, or the Prospectus and the terms of the Plan, the terms of the Plan shall control.
- The RSU Award Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of: (i) other equity awards previously granted to you, (ii) any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and you in each case that specifies the terms that should govern this RSU Award, and (iii) any separate election you enter into with the Company’s written approval which is also applicable to the RSU Award.

Attachments: RSU Award Agreement (including the Appendix), 2021 Inducement Equity Incentive Plan, Form S-8 Prospectus

**Oportun Financial Corporation
2021 Inducement Equity Incentive Plan – International
Award Agreement (RSU Award)**

As reflected by your Restricted Stock Unit Grant Notice (“*Grant Notice*”) Oportun Financial Corporation (the “*Company*”) has granted you a RSU Award under its 2021 Inducement Equity Incentive Plan (the “*Plan*”) for the number of restricted stock units as indicated in your Grant

Notice (the “**RSU Award**”). The terms of your RSU Award as specified in this Award Agreement for your RSU Award (including any special terms and conditions for your country set forth in the attached Appendix (the “**Appendix**”)) (the “**Agreement**”) and the Grant Notice constitute your “**RSU Award Agreement**”. Defined terms not explicitly defined in this Agreement but defined in the Grant Notice or the Plan shall have the same definitions as in the Grant Notice or Plan, as applicable.

The general terms applicable to your RSU Award are as follows:

1. Governing Plan Document. Your RSU Award is subject to all the provisions of the Plan, including but not limited to the provisions in:

(a) Section 6 of the Plan regarding the impact of a Capitalization Adjustment, dissolution, liquidation, or Corporate Transaction on your RSU Award;

(b) Section 9(e) of the Plan regarding the Company’s or your Employer’s retained rights to terminate your Continuous Service notwithstanding the grant of the RSU Award; and

(c) Section 8(c) of the Plan regarding the tax and social security consequences of your RSU Award.

Your RSU Award is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the RSU Award Agreement and the provisions of the Plan, the provisions of the Plan shall control.

2. Grant of the RSU Award. This RSU Award represents your right to be issued on a future date the number of shares of the Company’s Common Stock that is equal to the number of restricted stock units indicated in the Grant Notice subject to your satisfaction of the vesting conditions set forth therein (the “**Restricted Stock Units**”). Any additional Restricted Stock Units that become subject to the RSU Award pursuant to Capitalization Adjustments as set forth in the Plan and the provisions of Section 3 below, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Restricted Stock Units covered by your RSU Award.

3. Dividends. You may become entitled to receive payments equal to any cash dividends and other distributions paid with respect to a corresponding number of shares of Common Stock to be issued in respect of the Restricted Stock Units covered by your RSU Award. Any such dividends or distributions shall be subject to the same forfeiture restrictions as apply to the Restricted Stock Units and shall be paid at the same time that the corresponding shares are issued in respect of your vested Restricted Stock Units, provided, however that to the extent any such dividends or distributions are paid in shares of Common Stock, then you will automatically be granted a corresponding number of additional Restricted Stock Units subject to the RSU Award (the “**Dividend Units**”), and further provided that such Dividend Units shall be subject to the same forfeiture restrictions and restrictions on transferability, and same timing requirements for issuance of shares, as apply to the Restricted Stock Units subject to the RSU Award with respect to which the Dividend Units relate.

4. Date of Issuance.

(a) If the RSU Award is exempt from application of Section 409A of the Code and any state law of similar effect (collectively “*Section 409A*”), the Company will deliver to you a number of shares of the Company’s Common Stock equal to the number of vested Restricted Stock Units subject to your RSU Award, including any additional Restricted Stock Units received pursuant to Section 3 above that relate to those vested Restricted Stock Units on the applicable vesting date (the “*Original Issuance Date*”). However, if the Original Issuance Date falls on a date that is not a business day, such delivery date shall instead fall on the next following business day. Notwithstanding the foregoing, if (i) the Original Issuance Date does not occur (1) during an “open window period” applicable to you, as determined by the Company in accordance with the Company’s then-effective policy or policies on trading in Company securities or (2) on a date when you are otherwise permitted to sell shares of Common Stock on the open market to satisfy the Withholding Obligation; and (ii) the Company elects, prior to the Original Issuance Date, (x) not to satisfy the Withholding Obligation (as defined in Section 5(a) hereof) by withholding shares of Common Stock from the shares otherwise due, on the Original Issuance Date, to you under this RSU Award pursuant to Section 5 hereof, (y) not to permit you to then effect a Sell to Cover under the 10b5-1 Plan (as defined in Section 5(b) of this Agreement), and (z) not to permit you to satisfy the Withholding Obligation in cash, then such shares shall not be delivered on such Original Issuance Date and shall instead be delivered on the first business day of the next occurring open window period applicable to you or the next business day when you are not prohibited from selling shares of the Company’s Common Stock on the open market, as applicable (and regardless of whether there has been a termination of your Continuous Service before such time), but in no event later than (a) December 31 of the calendar year in which the Original Issuance Date occurs (that is, the last day of the taxable year in which the Original Issuance Date occurs), or (b) if and only if permitted in a manner that complies with Treasury Regulations Section 1.409A-1(b)(4), no later than the date that is the 15th day of the third calendar month of the applicable year following the year in which the shares of Common Stock under this RSU Award are no longer subject to a “substantial risk of forfeiture” within the meaning of Treasury Regulations Section 1.409A-1(d). Delivery of the shares is intended to comply with the requirements for the short-term deferral exemption available under Treasury Regulations Section 1.409A-1(b)(4) and shall be construed and administered in such manner.

(b) To the extent the RSU Award is a Non-Exempt RSU Award, the provisions of Section 11 of the Plan shall apply.

5. Withholding Obligations.

(a) On or before the time you receive a distribution of Common Stock pursuant to your RSU Award, or at any time thereafter as requested by the Company, you hereby authorize any required withholding from the Common Stock issuable to you and/or otherwise agree to make adequate provision in cash for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or any Affiliate which arise in connection with your RSU Award (the “*Withholding Obligation*”).

(b) By accepting this RSU Award as set forth in the Grant Notice, you hereby (i) acknowledge and agree that you have elected a Sell to Cover (as defined in the Grant Notice) on the Acceptance Date to permit you to satisfy the Withholding Obligation and that the Withholding Obligation shall be satisfied pursuant to this Section 5(b) to the fullest extent not otherwise satisfied pursuant to the provisions of Section 5(c) hereof and (ii) further acknowledge and agree to the following provisions, in each case on the Acceptance Date:

(i) You hereby irrevocably appoint Charles Schwab & Co., Inc., or such other registered broker-dealer that is a member of the Financial Industry Regulatory Authority as the Company may select, as your agent (the "**Agent**"), and you authorize and direct the Agent to:

(1) Sell on the open market at the then prevailing market price(s), on your behalf, as soon as practicable on or after the date on which the shares of Common Stock are delivered to you pursuant to Section 4 hereof in connection with the vesting of the Restricted Stock Units, the number (rounded up to the next whole number) of shares of Common Stock sufficient to generate proceeds to cover (A) the satisfaction of the Withholding Obligation arising from the vesting of those Restricted Stock Units and the related issuance of shares of Common Stock to you that is not otherwise satisfied pursuant to Section 5(c) hereof and (B) all applicable fees and commissions due to, or required to be collected by, the Agent with respect thereto;

(2) Remit directly to the Company and/or any Affiliate the proceeds necessary to satisfy the Withholding Obligation;

(3) Retain the amount required to cover all applicable fees and commissions due to, or required to be collected by, the Agent, relating directly to the sale of the shares of Common Stock referred to in clause (1) above; and

(4) Remit any remaining funds to you.

(ii) You acknowledge that your election to Sell to Cover and the corresponding authorization and instruction to the Agent set forth in this Section 5(b) to sell Common Stock to satisfy the Withholding Obligation is intended to comply with the requirements of Rule 10b5-1(c)(1) under the Exchange Act and to be interpreted to comply with the requirements of Rule 10b5-1(c) under the Exchange Act (your election to Sell to Cover and the provisions of this Section 5(b), collectively, the "**10b5-1 Plan**"). You acknowledge that by accepting this RSU Award as set forth in the Grant Notice, you are adopting the 10b5-1 Plan to permit you to satisfy the Withholding Obligation. You hereby authorize the Company and the Agent to cooperate and communicate with one another to determine the number of shares of Common Stock that must be sold pursuant to Section 5(b)(i) to satisfy your obligations hereunder.

(iii) You acknowledge that the Agent is under no obligation to arrange for the sale of Common Stock at any particular price under this 10b5-1 Plan and that the Agent may effect sales as provided in this 10b5-1 Plan in one or more sales and that the average price for executions resulting from bunched orders may be assigned to your account. You further acknowledge that you will be responsible for all brokerage fees and other costs of sale associated with this 10b5-1 Plan, and you agree to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale. In addition, you acknowledge that it may not be possible to sell shares of Common Stock as provided for in this 10b5-1 Plan due to (i) a

legal or contractual restriction applicable to you or the Agent, (ii) a market disruption, (iii) a sale effected pursuant to this 10b5-1 Plan that would not comply (or in the reasonable opinion of the Agent's counsel is likely not to comply) with the Securities Act, (iv) the Company's determination that sales may not be effected under this 10b5-1 Plan or (v) rules governing order execution priority on the national exchange where the Common Stock may be traded. In the event of the Agent's inability to sell shares of Common Stock, you will continue to be responsible for the timely payment to the Company of all federal, state, local and foreign taxes that are required by applicable laws and regulations to be withheld, including but not limited to those amounts specified in Section 5(b)(i)(1) above.

(iv) You acknowledge that regardless of any other term or condition of this 10b5-1 Plan, the Agent will not be liable to you for (A) special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages of any kind, or (B) any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control.

(v) You hereby agree to execute and deliver to the Agent any other agreements or documents as the Agent reasonably deems necessary or appropriate to carry out the purposes and intent of this 10b5-1 Plan. The Agent is a third-party beneficiary of this Section 5(b) and the terms of this 10b5-1 Plan.

(vi) Your election to Sell to Cover and to enter into this 10b5-1 Plan is irrevocable. On the Acceptance Date, you have elected to Sell to Cover and to enter into this 10b5-1 Plan, and you acknowledge that you may not change this election at any time in the future. This 10b5-1 Plan shall terminate not later than the date on which the Withholding Obligation arising from the vesting of your Restricted Stock Units and the related issuance of shares of Common Stock has been satisfied.

(c) Alternatively, or in addition to or in combination with the Sell to Cover provided for under Section 5(b), you authorize the Company, at its discretion, to satisfy the Withholding Obligation by the following means (or by a combination of the following means):

(i) Requiring you to pay to the Company any portion of the Withholding Obligation in cash;

(ii) Withholding from any compensation otherwise payable to you by the Company; and/or

(iii) Withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to you in connection with the RSU Award with a Fair Market Value (measured as of the date shares of Common Stock are issued pursuant to Section 4) equal to the amount of the Withholding Obligation; *provided, however*, that the number of such shares of Common Stock so withheld shall not exceed the amount necessary to satisfy the Company's or Affiliate's tax withholding obligations as permitted while still avoiding classification of the RSU Award as a liability for financial accounting purposes and provided, further, that to the extent necessary to qualify for an exemption from application of Section 16(b) of the Exchange Act, if applicable, such share withholding procedure will be subject to the express prior approval of the Board or the Company's Compensation Committee.

(d) Unless the Withholding Obligation of the Company and/or any Affiliate are satisfied, the Company shall have no obligation to deliver to you any Common Stock.

(e) In the event the Withholding Obligation of the Company arises prior to the delivery to you of Common Stock or it is determined after the delivery of Common Stock to you that the amount of the Withholding Obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

6. Transferability. Except as otherwise provided in the Plan, your RSU Award is not transferable, except by will or by the applicable laws of descent and distribution.

7. Corporate Transaction. Your RSU Award is subject to the terms of any agreement governing a Corporate Transaction involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on your behalf with respect to any escrow, indemnities and any contingent consideration.

8. RSU Award Not A Service Contract.

(a) Nothing in this Agreement (including, but not limited to, the vesting of your RSU Award or the issuance of the shares in respect of your RSU Award), the Plan or any covenant of good faith and fair dealing that may be found implicit in this Agreement or the Plan shall: (i) confer upon you any right to continue in the employ or service of, or affiliation with, the Company or an Affiliate; (ii) constitute any promise or commitment by the Company or an Affiliate regarding the fact or nature of future positions, future work assignments, future compensation or any other term or condition of employment or affiliation; (iii) confer any right or benefit under this Agreement or the Plan unless such right or benefit has specifically accrued under the terms of this Agreement or Plan; or (iv) deprive the Company of the right to terminate you at will and without regard to any future vesting opportunity that you may have.

(b) By accepting your RSU Award, you acknowledge, understand and agree that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted under the Plan; (ii) the grant of your RSU Award is voluntary and occasional and does not create any contractual or other right to receive future grants of awards (whether on the same or different terms), or benefits in lieu of awards, even if awards have been granted in the past; (iii) your RSU Award and any shares of Common Stock acquired under the Plan, and the income and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments; (iv) the future value of the shares of Common Stock underlying the RSU Award is unknown, indeterminable, and cannot be predicted with certainty; (v) neither the Company nor any Affiliate shall be liable for any foreign exchange rate fluctuation between your local currency and the United States Dollar that may affect the value of your RSU Award or of

any amounts due to you pursuant to the vesting of your RSU Award or the subsequent sale of any shares of Common Stock received; (vi) for the purposes of the RSU Award, your Continuous Service will be considered terminated as of the date you are no longer actively providing services to the Company or one of its Affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Company, your right to vest in the RSU Award under the Plan, if any, will terminate as of such date and will not be extended by any notice period or any period of “garden leave” or similar period mandated under employment laws in the jurisdiction where you are employed or the terms of your employment agreement, if any); and the Stock Plan Administrator shall have the exclusive discretion to determine when you are no longer actively providing services for purposes of the RSU Award (including whether you may still be considered to be providing services while on a leave of absence); (vii) no claim or entitlement to compensation or damages shall arise from forfeiture of this RSU Award resulting from the termination of your Continuous Service (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where you are employed or the terms of your employment or service agreement, if any), and in consideration of the grant of this RSU Award to which you are otherwise not entitled, you irrevocably agree never to institute any claim against the Company or any Affiliate, waive your ability, if any, to bring any such claim, and release the Company and any Affiliate from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, you shall be deemed irrevocably to have agreed not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim.

9. No Liability for Taxes. As a condition to accepting the RSU Award, you hereby (a) agree to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax and social security liabilities arising from the RSU Award or other Company compensation and (b) acknowledge that you were advised to consult with your own personal tax, financial and other legal advisors regarding the tax and social security consequences of the RSU Award and have either done so or knowingly and voluntarily declined to do so.

10. Severability. If any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

11. Other Documents. You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Prospectus. In addition, you acknowledge receipt of the Company’s Trading Policy.

12. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the underlying shares of Common Stock. You should consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

13. Data Privacy.

(a) You explicitly and unambiguously acknowledge and consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this document by and among, as applicable, your Employer, the Company and its Affiliates for the exclusive purpose of implementing, administering and managing your participation in the Plan. You understand that the Company, its Affiliates and your Employer hold certain personal information about you, including, but not limited to, name, home address and telephone number, date of birth, social security number (or other identification number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all RSU Awards or any other entitlement to shares of stock awarded, canceled, purchased, exercised, vested, unvested or outstanding in your favor for the purpose of implementing, managing and administering the Plan (“Data”). You understand that the Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in your country or elsewhere, in particular in the US, and that the recipient country may have different data privacy laws providing less protections of your personal data than your country. You may request a list with the names and addresses of any potential recipients of the Data by contacting the stock plan administrator of the Company (the “*Stock Plan Administrator*”). You acknowledge that the recipients may receive, possess, process, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing your participation in the Plan, including any requisite transfer of such Data, as may be required to a broker or other third party with whom you may elect to deposit any shares of Common Stock acquired upon the vesting of your RSU Award. You understand that Data will be held only as long as is necessary to implement, administer and manage your participation in the Plan. You may, at any time, view the Data, request additional information about the storage and processing of the Data, require any necessary amendments to the Data or refuse or withdraw the consents herein, in any case without cost, by contacting the Stock Plan Administrator in writing.

(b) For the purposes of operating the Plan in the European Union (including the UK, if the UK leaves the European Union), the Company will collect and process information relating to you in accordance with the privacy notice from time to time in force.

14. Language. You acknowledge that you are sufficiently proficient in the English language, or have consulted with an advisor who is sufficiently proficient in English, so as to allow you to understand the terms and conditions of this Agreement. If you have received this Agreement, or any other document related to this RSU Award and/or the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

15. Foreign Asset/Account, Exchange Control and Tax Reporting. You may be subject to foreign asset/account, exchange control and/or tax reporting requirements as a result of the acquisition, holding and/or transfer of shares of Common Stock or cash (including dividends and the proceeds arising from the sale of shares of Common Stock) derived from your participation in the Plan in, to and/or from a brokerage/bank account or legal entity located outside your country.

The Applicable Laws in your country may require that you report such accounts, assets and balances therein, the value thereof and/or the transactions related thereto to the applicable authorities in such country. You may also be required to repatriate sale proceeds or other funds received as a result of your participation in the Plan to your country through a designated bank or broker within a certain time after receipt. You acknowledge that it is your responsibility to be compliant with such regulations and you are encouraged to consult with your personal legal advisor for any details.

16. Appendix. Notwithstanding any provisions in this Agreement, your RSU Award shall be subject to the special terms and conditions for your country set forth in the Appendix attached hereto. Moreover, if you relocate to one of the countries included therein, the terms and conditions for such country will apply to you to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

17. Questions. If you have questions regarding these or any other terms and conditions applicable to your RSU Award, including a summary of the applicable income tax and social security consequences please see the Prospectus.

* * * * *

This Agreement shall be deemed to be signed by the Company and the Participant upon the signing by the Participant of the Restricted Stock Unit Grant Notice to which it is attached.

Appendix

This Appendix includes special terms and conditions that govern the RSU Award granted to you under the Plan if you reside and/or work in any country listed below.

The information contained herein is general in nature and may not apply to your particular situation, and you are advised to seek appropriate professional advice as to how the relevant laws in your country may apply to your situation. If you are a citizen or resident of a country other than the one in which you are currently working and/or residing, transfer employment and/or residency to another country after the date of grant, are a consultant, change employment status to a consultant position, or are considered a resident of another country for local law purposes, the Company shall, in its discretion, determine the extent to which the special terms and conditions contained herein shall be applicable to you. References to your Employer shall include any entity that engages your services.

[County-specific terms]

Oportun Financial Corporation
PERFORMANCE-BASED RSU AWARD GRANT NOTICE
(2021 INDUCEMENT EQUITY INCENTIVE PLAN)

Oportun Financial Corporation (the “*Company*”) has awarded to you (the “*Participant*”) the number of performance-based restricted stock units (“*Performance-Based Restricted Stock Units*”) specified and on the terms set forth below in consideration of your services (the “*PSU Award*”). Your PSU Award is subject to all of the terms and conditions as set forth herein in this Performance-Based PSU Award Grant Notice (“*Grant Notice*”), the Performance-Based Award Agreement (the “*Agreement*”), the Vesting Terms of Performance-Based Restricted Stock Unit Grant (“*Vesting Terms*”), attached hereto as Exhibit A, and the Company’s 2021 Inducement Equity Incentive Plan (the “*Plan*”), all of which are attached hereto and incorporated herein in their entirety. Capitalized terms not explicitly defined herein but defined in the Plan or the Agreement shall have the meanings set forth in the Plan or the Agreement.

Participant:	<first_name> <last_name>
Date of Grant:	<award_date>
Target Number of Performance-Based Restricted Stock Units:	<shares_awarded>
Maximum Number of Performance-Based Restricted Stock Units:	156% of the Target Number of Performance-Based Restricted Stock Units

Vesting Schedule: The number of Performance-Based Restricted Stock Units subject to this PSU Award in which you may vest will depend upon the achievement of specified criteria and your uninterrupted Continuous Service, as set forth in the Vesting Terms and the Plan. Subject to the provisions of the Vesting Terms, in the event your Continuous Service is interrupted or terminated for any or no reason before you vest in the Performance-Based Restricted Stock Units, the Performance-Based Restricted Stock Units and your right to acquire any shares of Common Stock thereunder will terminate upon the termination of your Continuous Service.

Issuance Schedule: One share of Common Stock will be issued for each Performance-Based Restricted Stock Unit which vests at the time set forth in Section 5 of the Agreement.

Participant Acknowledgements: By your signature below or by electronic acceptance or authentication in a form authorized by the Company, you understand and agree that:

- The PSU Award is governed by this Grant Notice, and the provisions of the Agreement, the Vesting Terms, and the Plan, all of which are made a part of this document. Unless otherwise provided in the Plan, this Grant Notice, the Agreement and the Vesting Terms (together, the “*PSU Award Agreement*”) may not be modified, amended or revised except in a writing signed by you and a duly authorized officer of the Company.

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- You have read and are familiar with the provisions of the Plan, the PSU Award Agreement and the Prospectus. In the event of any conflict between the provisions in the PSU Award Agreement, or the Prospectus and the terms of the Plan, the terms of the Plan shall control.
 - The PSU Award Agreement sets forth the entire understanding between you and the Company regarding the acquisition of Common Stock and supersedes all prior oral and written agreements, promises and/or representations on that subject with the exception of: (i) other equity awards previously granted to you, and (ii) any written employment agreement, offer letter, severance agreement, written severance plan or policy, or other written agreement between the Company and you in each case that specifies the terms that should govern this PSU Award.

Oportun Financial Corporation

PARTICIPANT:

By: _____
Signature

Signature

Title: _____

Date: _____

Date: _____

ATTACHMENTS: Performance-Based Award Agreement (PSU Award), Vesting Terms of Performance-Based Restricted Stock Unit Grant (Exhibit A), and 2021 Inducement Equity Incentive Plan

OPORTUN FINANCIAL CORPORATION
2021 INDUCEMENT EQUITY INCENTIVE PLAN
PERFORMANCE-BASED AWARD AGREEMENT (PSU AWARD)

As reflected by your Performance-Based RSU Award Grant Notice (“*Grant Notice*”), Oportun Financial Corporation (the “*Company*”) has granted you a PSU Award under its 2021 Inducement Equity Incentive Plan (the “*Plan*”) for the number of Performance-Based Restricted Stock Units as indicated in your Grant Notice (the “*PSU Award*”). The terms of your PSU Award as specified in this Performance-Based Award Agreement (PSU Award) (the “*Agreement*”), the Grant Notice, and the Vesting Terms of Restricted Stock Unit Grant (“*Vesting Terms*”), attached hereto as Exhibit A, constitute your “*PSU Award Agreement*.” Defined terms not explicitly defined in this Agreement but defined in the Grant Notice, the Vesting Terms, or the Plan shall have the same definitions as in the Grant Notice, Vesting Terms, or Plan, as applicable.

The general terms applicable to your PSU Award are as follows:

1. GOVERNING PLAN DOCUMENT. Your PSU Award is subject to all the provisions of the Plan, including but not limited to the provisions in:

(a) Section 6 of the Plan regarding the impact of a Capitalization Adjustment, dissolution, liquidation, or Corporate Transaction on your PSU Award;

(b) Section 9(e) of the Plan regarding the Company’s retained rights to terminate your Continuous Service notwithstanding the grant of the PSU Award; and

(c) Section 8(c) of the Plan regarding the tax consequences of your PSU Award.

Your PSU Award is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the PSU Award Agreement and the provisions of the Plan, the provisions of the Plan shall control.

2. GRANT OF THE PSU AWARD. This PSU Award represents your right, subject to your satisfaction of the vesting conditions set forth in the Vesting Terms, to be issued on a future date the number of shares of the Company’s Common Stock that is equal to the number of Performance-Based Restricted Stock Units indicated in the Grant Notice, subject to Section 4. Any additional Performance-Based Restricted Stock Units that become subject to the PSU Award pursuant to Capitalization Adjustments as set forth in the Plan and the provisions of Section 3 below, if any, shall be subject, in a manner determined by the Board, to the same forfeiture restrictions, restrictions on transferability, and time and manner of delivery as applicable to the other Performance-Based Restricted Stock Units covered by your PSU Award.

3. DIVIDENDS. You may become entitled to receive payments equal to any cash dividends and other distributions paid with respect to a corresponding number of shares of Common Stock to be issued in respect of the Performance-Based Restricted Stock Units covered by your PSU Award. Any such dividends or distributions shall be subject to the same forfeiture restrictions as apply to the Performance-Based Restricted Stock Units and shall be paid at the same time that the corresponding shares are issued (or cash payment is made, as applicable) in respect of your vested Performance-Based Restricted Stock Units, provided, however that to the extent any such dividends or distributions are paid in shares of Common Stock, then you will automatically be granted a corresponding number of additional Performance-Based Restricted Stock Units subject to the PSU Award (the “*Dividend Units*”), and further provided that such Dividend Units shall be subject to the same forfeiture restrictions and restrictions on transferability, and same timing requirements for issuance of shares, as apply to the Performance-Based Restricted Stock Units subject to the PSU Award with respect to which the Dividend Units relate.

4. WITHHOLDING OBLIGATIONS.

(a) As further provided in Section 8 of the Plan, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for, any sums required to satisfy the U.S. federal, state, local and/or non-U.S. tax or social insurance withholding obligations, if any, which arise in connection with your PSU Award (the “*Withholding Taxes*”) in accordance with the withholding procedures established by the Company. The Company, in its sole discretion and pursuant to such procedures as it (or the Committee, as applicable) may specify from time to time, may permit or require you to satisfy such Withholding Taxes, in whole or in part (without limitation), if permissible by Applicable Law, by: (i) causing you to tender a cash payment; (ii) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to you in connection with the PSU Award having a fair market value equal to the minimum amount that is necessary to meet the withholding requirement for such Withholding Taxes (or such greater amount as you may elect if permitted by the Company (or the Committee, as applicable), if such greater amount would not result in adverse financial accounting consequences); (iii) selling a sufficient number of such shares of Common Stock issued or otherwise issuable to you in connection with the PSU Award, through such means as the Company may determine in its sole discretion (whether through a broker or otherwise) equal to the minimum amount that is necessary to meet the withholding requirement for such Withholding Taxes (or such greater amount as you may elect if permitted by the Company (or the Committee, as applicable), if such greater amount would not result in adverse financial accounting consequences); (iv) withholding cash from an award granted to you under the Plan settled in cash; (v) withholding payment from any amounts otherwise payable to you; (vi) by allowing you to effectuate a “cashless exercise” pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board, or (vi) such other means the Company (or the Committee, as applicable) deems appropriate. Unless the Withholding Taxes are satisfied, the Company shall have no obligation to deliver to you any Common Stock in respect of the PSU Award. In the event the withholding obligation of the Company arises prior to the delivery to you of Common Stock or it is determined after the delivery of Common Stock to you that the amount of the withholding obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

5. DATE OF ISSUANCE.

(a) Any Performance-Based Restricted Stock Unit that vests will be settled by the sixtieth (60th) day following the vesting date, subject to any delay required by subsection (b) below. In no event will you be permitted, directly or indirectly, to specify the taxable year of payment of any Performance-Based Restricted Stock Units payable under the PSU Award.

(b) If you are a U.S. taxpayer, the payment of shares vesting pursuant to this PSU Award Agreement (including without limitation any discretionary acceleration) shall in all cases be paid at a time or in a manner that is exempt from, or complies with, Section 409A of the Code and any state law of similar effect (collectively, "**Section 409A**"). The prior sentence may be superseded in a future agreement or amendment to this PSU Award Agreement only by direct and specific reference to such sentence. Notwithstanding anything in the Plan or this PSU Award Agreement or any other agreement (whether entered into before, on or after the Date of Grant), if the vesting of the balance, or some lesser portion of the balance, of the Performance-Based Restricted Stock Units is accelerated in connection with your "separation from service" within the meaning of Section 409A, as determined by the Committee, other than due to your death, and if (x) you are a U.S. taxpayer and a "specified employee" within the meaning of Section 409A at the time of your separation from service and (y) the payment of such accelerated Performance-Based Restricted Stock Units will result in the imposition of additional tax under Section 409A if paid to you on or within the six (6) month period following your separation from service, then the payment of such accelerated Performance-Based Restricted Stock Units will not be made until the date six (6) months and one (1) day following your separation from service, except in the case of your death following your separation from service, in which case, the Performance-Based Restricted Stock Units will be paid in shares to your estate as soon as practicable following your death. It is the intent of this PSU Award Agreement that your PSU Award will be exempt from, or comply with, the requirements of Section 409A so that none of the Performance-Based Restricted Stock Units provided under the PSU Award Agreement will be subject to the additional tax imposed under Section 409A, and any ambiguities and ambiguous terms herein will be interpreted to be so exempt or to so comply. Each payment payable under the PSU Award Agreement is intended to constitute a separate payment for purposes of Treasury Regulation Section 1.409A-2(b)(2). To the extent necessary to comply with Section 409A, references to termination of your Continuous Service, termination of your employment, Qualifying Termination, or similar phrases will be references to your "separation from service" within the meaning of Section 409A. In no event will the Company have any responsibility, liability, or obligation to reimburse or indemnify you, or hold you harmless for any tax imposed or other costs incurred as a result of Section 409A. The Company will deliver to you a number of shares of the Company's Common Stock equal to the number of vested Performance-Based Restricted Stock Units subject to your PSU Award, including any additional Performance-Based Restricted Stock Units received pursuant to Section 3 above that relate to those vested Performance-Based Restricted Stock Units in accordance with this Section 5.

6. TRANSFERABILITY. Except as otherwise provided in the Plan, your PSU Award is not transferable, except by will or by the applicable laws of descent and distribution.

7. CORPORATE TRANSACTION. Your PSU Award is subject to the terms of any agreement governing a Corporate Transaction involving the Company, including, without limitation, a provision for the appointment of a stockholder representative that is authorized to act on your behalf with respect to any escrow, indemnities and any contingent consideration.

8. NO LIABILITY FOR TAXES. As a condition to accepting the PSU Award, you hereby (a) agree to not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from the PSU Award or other Company compensation and (b) acknowledge that you were advised to consult with your own personal tax, financial and other legal advisors regarding the tax consequences of the PSU Award and have either done so or knowingly and voluntarily declined to do so.

9. SEVERABILITY. If any part of this Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of the PSU Award Agreement or the Plan not declared to be unlawful or invalid. Any Section of the PSU Award Agreement (or part of such a Section) so declared to be unlawful or invalid will, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

10. OTHER DOCUMENTS. You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Prospectus. In addition, you acknowledge receipt of the Company's Trading Policy.

11. QUESTIONS. If you have questions regarding these or any other terms and conditions applicable to your PSU Award, including a summary of the applicable federal income tax consequences please see the Prospectus.

EXHIBIT A

VESTING TERMS OF RESTRICTED STOCK UNIT GRANT

Certain capitalized terms used herein are defined in Section G. below. Capitalized terms used but not defined in this Exhibit A will have the meanings assigned to them in the Performance-Based RSU Award Grant Notice to which this Exhibit A is attached (“**Grant Notice**”) and the Performance-Based Award Agreement (PSU Award) attached to the Grant Notice (the “**Agreement**,” and together with the Grant Notice and this Exhibit A, the “**PSU Award Agreement**”) or the Company’s 2021 Inducement Equity Incentive Plan (the “**Plan**”).

A. **General.** Vesting of the Performance-Based Restricted Stock Units granted pursuant to the PSU Award Agreement is subject to both performance-based requirements (the “**Performance Requirements**”) and service-based vesting requirements (the “**Service Requirements**”) as described herein. Any Performance-Based Restricted Stock Units for which the Performance Requirements have been satisfied (or that no longer are subject to the Performance Requirements for any reason) are referred to herein as “**Eligible Units**.” The number of Eligible Units that will be eligible to satisfy the Service Requirements under this PSU Award Agreement will equal the product of (i) the Economic ROA Eligible Units (as defined below) *multiplied by* (ii) the Relative TSR Modifier determined under the table in Section C.2 below, with the result rounded to the nearest whole number.

B. **Maximum Number of Performance-Based Restricted Stock Units.** Subject to any adjustments pursuant to Section 6 of the Plan, the maximum number of Performance-Based Restricted Stock Units that may vest under this PSU Award is equal to one hundred fifty-six percent (156%) of the Target Number of Performance-Based Restricted Stock Units set forth in the Grant Notice.

C. **Performance Requirements.** The Performance Requirements will be based on the Company’s achievement of (i) Economic ROA during the Economic ROA Period and (ii) Relative TSR during the Relative TSR Period.

1. **Economic ROA Goal.** If Economic ROA during the Economic ROA Period is at least 0.92%, then a specified percentage of the Target Number of Performance-Based Restricted Stock Units set forth in the Grant Notice will become “**Economic ROA Eligible Units**” under this PSU Award Agreement as follows.

<u>Economic ROA</u>	<u>Percent That Become Economic ROA Eligible Units</u>
<i>If Economic ROA is achieved at . . .</i>	<i>. . . Then the percentage of the Target Number of Performance-Based Restricted Stock Units that become Economic ROA Eligible Units is:*</i>
2.01% or greater	125%
1.73%	100%
1.47%	75%
1.18%	50%
0.92%	25%
Less than 0.92%	0%

* Linear interpolation will apply for performance falling between two identified “bands” in the table above

2. **Relative TSR Modifier.** The Relative TSR Modifier will be determined based on how the Company TSR compares to the total shareholder return of the Indexed Companies during the Relative TSR Period (the “**Relative TSR Modifier**”).

a. “**Company TSR**” will be determined by the Committee by comparing (x) the average of the closing prices of a share of Common Stock (“**Share**”) on the Nasdaq Global Select Market (or other primary exchange on which Shares are traded, if applicable, “**Primary Exchange**”) for each of the twenty (20) consecutive Trading Days starting with, and inclusive of, the TSR Start Date, to (y) the average of the closing prices of a Share on the Primary Exchange for each of the twenty (20) trailing consecutive Trading Days ending with, and inclusive of, the TSR Measurement Date (that is, the formula expressed as (y)/(x)-1). Company TSR will be expressed as a percent of increase (i.e., a positive percent) or decrease (i.e., a negative percent) as compared to the applicable starting average price in clause (x) in this subsection. For purposes of determining the prices under clauses (x) and (y) in subsection 1. above, the value of any dividends and other distributions by the Company will be determined by treating them as reinvested in additional Shares at the closing price on the applicable ex-dividend date.

<u>If the Company TSR is . . .</u>	<u>. . . Then the Relative TSR Modifier is :*</u>
P75+	125%
P65-P74	115%
P55-P64	110%
P45-P54	100%
P35-P44	90%
P25-P34	85%
<P25	75%

* Linear interpolation will apply for performance falling between two identified “bands” in the table above

Notwithstanding anything herein to the contrary, if Company TSR for the Relative TSR Period is negative, then the Relative TSR Modifier shall not exceed 100%.

D. Certification.

1. **Economic ROA Certification.** The Committee will determine and certify in writing (the “**Economic ROA Certification**”), within forty-five (45) days following the last day of the Economic ROA Period, the Company’s achievement in Economic ROA for the Economic ROA Period. The date of each such Economic ROA Certification is referred to as the “**Economic ROA Certification Date**.” To the extent the Performance Requirement with respect to the Economic ROA is determined achieved by the Economic ROA Certification Date, the number of Performance-Based Restricted Stock Units corresponding to the percentage of the Target Number of Performance-Based Restricted Stock Units for which such Performance Requirement has been certified as achieved will become Economic ROA Eligible Units on the Economic ROA Certification Date. For the avoidance of doubt, if no Performance-Based Restricted Stock Units become Economic ROA Eligible Units, the Award will terminate in its entirety on the Economic ROA Certification Date.

2. **Relative TSR Certification.** The Committee will determine and certify in writing (the “**Relative TSR Certification**”), within forty-five (45) days following the last day of the Relative TSR Period, the Relative TSR Modifier. The date of each such Relative TSR Certification is referred to as the “**Relative TSR Certification Date**.” Upon the Relative TSR Certification Date, the Eligible Units will be determined and will equal the Economic ROA Eligible Units multiplied by the Relative TSR Modifier (rounded to the nearest whole number). Any Performance-Based Restricted Stock Units that have not become Eligible Units as of the Relative TSR Certification Date will be forfeited immediately and automatically upon the Relative TSR Certification Date and your right to acquire such Performance-Based Restricted Stock Units will terminate immediately.

E. **Service Requirements.** In addition to achieving the Performance Requirements, vesting of the Performance-Based Restricted Stock Units is subject to satisfying the Service Requirements. Under the Service Requirements, if any Performance-Based Restricted Stock Units become Eligible Units, then except as provided below, one hundred percent (100%) of such Eligible Units will be scheduled to vest on the Scheduled Vesting Date, subject to your remaining in Continuous Service through such Scheduled Vesting Date. For purposes of clarity, reference to vesting date under Section 5(a) of the Agreement means the first date on which the applicable Performance-Based Restricted Stock Unit satisfies the condition that constitutes the substantial risk of forfeiture under the PSU Award for purposes of Section 409A.

F. Change in Control. Notwithstanding the foregoing Sections 2.C. through 2.E., while you remain in Continuous Service and while the Performance-Based Restricted Stock Units remain outstanding:

1. CIC During Performance Period.

a. **CIC Certification.** If a CIC occurs during a Performance Period, then the then-uncompleted Performance Period will be shortened to end as of the CIC Measurement Date (the “*Shortened Period*”) and the Committee will complete the Economic ROA Certification or Relative TSR Certification, as applicable, to determine the extent of the applicable Performance Requirement achievement during the Shortened Period (the “*CIC Certification*”), as follows. The CIC Certification will be completed in lieu of any Certification that otherwise would have occurred upon completion of the original Performance Period as then in effect. Under the CIC Certification, Company TSR will be measured as provided in Section C.2. above, except that clause (y) therein will equal the amount (or value, as applicable) of the consideration payable, with respect to a Share, pursuant to the CIC to the Company’s stockholders (or the Company, as applicable, such as in the case of a CIC that results from the sale of Company assets), as determined by the Committee, in its sole discretion.

b. **Eligible Units In Connection With CIC.** Provided that you remain in Continuous Service through the date of such CIC or as otherwise provided in Section G. below, the greater of (x) the number of Performance-Based Restricted Stock Units, if any, that the Committee determined may become Eligible Units pursuant to the CIC Certification, or (y) one hundred percent (100%) of the then-outstanding Performance-Based Restricted Stock Units will become Eligible Units as of immediately prior to the CIC. For purposes of clarity, as of immediately prior to the CIC, any such Eligible Units will be considered no longer subject to any performance-based vesting or performance goals. Any Performance-Based Restricted Stock Units that have not become Eligible Units as of immediately prior to the CIC will be forfeited immediately and automatically as of immediately prior to the CIC, such Performance-Based Restricted Stock Units will not vest or be eligible to vest in connection with the CIC pursuant to the Plan or otherwise, and your right to acquire any Shares subject to such Performance-Based Restricted Stock Units will terminate as of immediately prior to the CIC.

c. **Failure to Assume, Substitute or Continue in a CIC.** In order to preserve the benefits provided or intended to be provided under the PSU Award Agreement, in the event of a CIC while you remain in Continuous Service with the Company, if this PSU Award is not assumed, continued, or substituted by a similar award, as provided in Section 6(c) of the Plan, then one hundred percent (100%) of the Eligible Units, as determined pursuant to the CIC Certification, will accelerate vesting in full as of immediately prior to such CIC, and any remaining unvested Performance-Based Restricted Stock Units will be forfeited immediately and automatically as of such time and will not vest or be eligible to vest in connection with the CIC, and your right to acquire Shares subject to such Performance-Based Restricted Stock Units will terminate as of immediately prior to the CIC.

2. **CIC After Performance Period.** If a CIC occurs after the last day of a Performance Period, then prior to such CIC, the Committee will complete the Economic ROA Certification or Relative TSR Certification, as applicable to such Performance Period, pursuant to Section D. above. For purposes of clarity, any Performance-Based Restricted Stock Units that fail to become Eligible Units in connection with the previous sentence will be forfeited immediately and will not be eligible to vest in connection with the CIC pursuant to the Plan or otherwise.

G. Qualifying Termination.

1. **Inapplicability of Severance Policy to PSU Award.** To the extent you are a “Participant” (as defined in the Severance Policy) under the Severance Policy and while the Severance Policy is in effect, any severance benefit providing for vesting set forth in the Severance Policy that otherwise would apply to the Performance-Based Restricted Stock Units under this PSU Award will be superseded by the terms set forth herein. This Section G. may be superseded in a future agreement or amendment to the PSU Award Agreement only by direct and specific reference to this Section under the PSU Award Agreement.

2. **During CIC Period.** If a Qualifying Termination occurs during the CIC Period, then subject to subsection 3 below, one hundred percent (100%) of any then unvested Eligible Units will accelerate vesting in full (but with respect to any Qualifying Termination that occurs during the Pre-CIC Period, after giving effect to any CIC Certification, if applicable). For purposes of clarity, if such Qualifying Termination occurs during the Pre-CIC Period, then subject to subsection 3. below, the unvested Eligible Units will remain outstanding and unvested until ninety (90) days following the date of the Qualifying Termination (or if earlier, a CIC), solely to determine whether any CIC will occur within the Pre-CIC Period (and if applicable, complete any CIC Certification) in order to facilitate the vesting acceleration described in the immediately preceding sentence; provided that, if a CIC does not occur during such ninety (90) day period, then any then unvested Eligible Units will be forfeited immediately and automatically upon expiration of such period without having vested and never will become vested, and your right to acquire any Shares subject to such Eligible Units also will terminate upon expiration of such period.

3. **Conditions.** As a condition to vesting and payment of any Eligible Units pursuant to this Section G., you must (a) execute, deliver, and allow to become effective, a general release of all claims against the Company and its affiliates in a form provided by the Company (the “*Release*”) within the time frame provided for in the Release (not to exceed sixty (60) days following the date of the Qualifying Termination, including any revocation period); (b) resign from all officer and director positions with the Company and its affiliates (unless otherwise requested by the Company); and (c) comply with your obligations under any applicable confidentiality, intellectual property assignment, and restrictive covenant agreement between the Company (or an affiliate of the Company) and you, or similar obligation you owe to the Company (your “*Confidentiality Agreement*”).

4. Protected Activity Not Prohibited. You understand that nothing in this PSU Award Agreement will in any way limit or prohibit you from engaging in any Protected Activity. Protected Activity includes: (i) filing and/or pursuing a charge, complaint, or report with, or otherwise communicating, cooperating, or participating in any investigation or proceeding that may be conducted by any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("**Government Agencies**"); and/or (ii) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful. Notwithstanding the foregoing, you agree to take all reasonable precautions to prevent any unauthorized use or disclosure of any Company trade secrets, proprietary information, or confidential information that does not involve unlawful acts in the workplace or the activity otherwise protected herein. You further understand that Protected Activity does not include the disclosure of any Company attorney-client privileged communications or attorney work product. Any language in your Confidentiality Agreement that conflicts with, or is contrary to, this subsection (a) is superseded by this PSU Award Agreement. Finally, nothing in this PSU Award Agreement constitutes a waiver of any rights you may have under the Sarbanes-Oxley Act or Section 7 of the National Labor Relations Act ("**NLRA**"). For purposes of clarity, nothing in this PSU Award Agreement will be interpreted to impair or limit your participation in any legally protected activities, such as (i) forming, joining, or supporting labor unions, (ii) bargaining collectively through representatives of employees' choosing, (iii) discussing wages, benefits, or terms and conditions of employment, and (iv) discussing, or raising complaints about, working conditions for the purpose of mutual aid or protection of you or the Company's other current or former employees, to the extent such activities are protected by Section 7 of the NLRA.

H. Certain Definitions. For purposes of this Exhibit A, the following capitalized terms will have the following meanings:

1. "**Cause**" means one or more of the following, as determined by the Committee in its sole discretion: (a) your habitual neglect of or willful failure to perform his or her duties (other than any such failure resulting from incapacity due to physical or mental illness); (b) your commission of any act of dishonesty, illegal conduct or willful misconduct that results in (or might have reasonably resulted in) material harm to the Company or its affiliates, or is intended to result in substantial personal enrichment; (c) your embezzlement, misappropriation, or fraud, whether or not related to your employment with the Company; (d) your failure to cooperate with the Company in any investigation or formal proceeding initiated by a governmental authority or otherwise approved by the Board or the Audit Committee of the Board; (e) your conviction of or plea of guilty or *nolo contendere* to felony criminal conduct or material misconduct involving moral turpitude; (f) your material breach of any obligation or duty under any written employment or other agreement between the Company and you, including any material violation of your Proprietary Information and Inventions Agreement with the Company; or (g) any material failure by you to comply with the Company's written policies or rules, as they may be in effect from time to time, including related to sexual harassment or sexual misconduct. Except for a failure, breach, or refusal which, by its nature, cannot reasonably be expected to be cured, you will have thirty (30) days from the delivery of written notice by the Company within which to cure any acts constituting Cause.

2. "**CIC**" means the first Corporate Transaction to occur after the Date of Grant that also qualifies as a Change in Control.

3. “**CIC Measurement Date**” means a date, determined by the Committee, in its sole discretion, that is within the consecutive, ten (10) day period ending with the estimated date of the CIC, as determined by the Committee, in its sole discretion.

4. “**CIC Period**” means the period beginning on (and inclusive of) the date that is ninety (90) days prior to the consummation of a CIC and ending on the date that is twelve (12) months following the consummation of such CIC, provided that, in order for a Qualifying Termination that occurs prior to a CIC to be considered to occur during the CIC Period, a Definitive Agreement must be in effect as of the date of such Qualifying Termination.

5. “**Definitive Agreement**” means a definitive agreement entered into by the Company, as may be amended from time to time, pursuant to which the completion of the transactions contemplated thereunder will constitute a CIC.

6. “**Economic ROA**” means, for the Economic ROA Period, the percentage equal to the Company’s annualized net income, divided by Company’s total assets, determined in accordance with generally accepted accounting principles; provided, however, that such calculation shall exclude the mark-to-market impacts from (a) fair value loans receivables, (b) fair value asset backed notes, and (3) the derivative asset related to Pathward, as reported on the Company’s balance sheet within Other Assets.

7. “**Economic ROA Period**” means the one (1) year period covering the 2026 calendar year.

8. “**Good Reason**” means the occurrence of any of the following events or conditions without your written consent: (a) a material adverse change in your title (solely in the case of the CEO), authority, duties or responsibilities (other than temporarily while you are physically or mentally incapacitated or as required by applicable law); (b) a material diminution in your base salary other than a general reduction in base salary that affects all similarly situated executives in substantially the same proportions; (c) the Company’s requirement that you relocate your primary work location to a location that increases your one-way commute by more than twenty-five (25) miles; or (d) any material breach by the Company or any successor or affiliate of its obligations to you under any material provision on any agreement between you and the Company. You must provide written notice to the Company of the occurrence of any of the foregoing events or conditions without your written consent within thirty (30) days of the occurrence of such event. The Company or any successor or affiliate shall have a period of thirty (30) days to cure such event or condition after receipt of written notice of such event from you. Any resignation for Good Reason following such thirty (30) day cure period must occur no later than the date that is ninety (90) days following the initial occurrence of one of the foregoing events or conditions without your written consent.

9. “**Indexed Companies**” means each company listed in the Russell 3000 Index as of the beginning of the Relative TSR Period and were also components of such index as of the beginning of the Relative TSR Period.

10. “**Pre-CIC Period**” means any portion of the CIC Period occurring prior to the consummation of the CIC.

11. “**Qualifying Termination**” means a termination of your employment with the Company either (x) by the Company without Cause and other than due to your death or Disability, or (y) by you for Good Reason.

12. “**Relative TSR**” means, for the Relative TSR Period, the Company’s TSR relative to the total shareholder return for the Indexed Companies.

13. “**Relative TSR Period**” means the three (3) year period covering calendar years 2026 through 2028.

14. “**Scheduled Vesting Date**” means March 10, 2029.

15. “**Severance Policy**” means the Company’s Executive Severance and Change in Control Policy, as may be amended from time to time.

16. “**TSR Measurement Date**” means December 31, 2028.

17. “**TSR Start Date**” means January 1, 2026.

18. “**Trading Day**” means a day that the Primary Exchange is open for trading.

I. Clawback Policy; Applicable Laws. This PSU Award will be subject to reduction, cancellation, forfeiture, recoupment, reimbursement, or reacquisition under any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company’s securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other Applicable Laws (the “**Clawback Policy**”). The Committee may require you to forfeit, or return to the Company, or reimburse the Company for, all or a portion of the PSU Award and any amounts paid thereunder pursuant to the terms of the Clawback Policy or as necessary or appropriate to comply with applicable laws, including without limitation any reacquisition right regarding previously acquired Shares or other cash or property. Unless this Section I. specifically is mentioned and waived in a written agreement with the Company or other written document authorized by the Committee or the Board, no recovery of compensation under a Clawback Policy or otherwise will constitute an event that triggers or contributes to any right you may have to resign for “good reason” or “constructive termination” (or similar term) under any agreement with the Company or any affiliates of the Company.

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Oportun Appoints Doug Bland as Chief Executive Officer to Lead Next Phase of Growth and Profitability

SAN MATEO, Calif., April 16, 2026 (GLOBE NEWSWIRE) — Oportun Financial Corporation (Nasdaq: OPRT), a mission-driven financial services company, today announced that, following a comprehensive search process, it has appointed Doug Bland as Chief Executive Officer and a member of Oportun’s Board of Directors (the “Board”), effective April 20, 2026.

“We are delighted to welcome Doug as Oportun’s next CEO,” said Louis P. Miramontes, Lead Independent Director of Oportun. “Doug’s deep expertise in consumer credit, financial services, and scaling businesses makes him the ideal leader to build on Oportun’s momentum. He has a proven track record of delivering sustainable results through operational rigor, disciplined credit management, and customer-centered innovation, all of which he will bring to bear as he leads Oportun into our next phase of growth and profitability.”

Mr. Bland brings over 30 years of experience in building and leading consumer financial services businesses, from high-growth startups to global enterprises. He currently serves on the boards of directors of WebBank, a national issuer of consumer and small business credit products, and Creditly, a fintech platform applying artificial intelligence to financial wellness. Concurrent with joining Oportun and its Board, Mr. Bland will step down from the board of WebBank.

Mr. Bland previously spent nearly seven years in senior leadership roles at PayPal, most recently as Senior Vice President and General Manager of its Consumer Business, where he led a global portfolio spanning digital wallets, peer-to-peer payments, buy-now-pay-later, consumer and small business credit, and Venmo. In that role, he oversaw the end-to-end strategy for PayPal’s global consumer ecosystem, driving strategic and operational unification across a highly distributed organization to improve profitability, customer engagement, and cost efficiency. Mr. Bland led PayPal’s Global Credit business, which included lines of credit, unsecured revolving products, pay-in-4 solutions and installment loans to consumers, while consistently delivering strong risk-adjusted returns across a complex enterprise and multi-jurisdictional regulatory environment. Before PayPal, Mr. Bland served as President & COO of Swift Financial, a small business lender, where he built the credit, compliance, and operational infrastructure that enabled rapid and responsible portfolio growth, and co-led Swift Financial through its acquisition by PayPal in 2017.

Earlier in his career, Mr. Bland spent more than a decade at Bank of America as Senior Vice President, Small Business Products & Risk, where he led credit strategy and product management across one of the largest small business lending portfolios in the United States, including through the 2008 financial crisis. Prior to that, he held leadership roles with increasing responsibility across Stephens Inc., SunTrust, and Textron Financial, where he rose to Division President before leading the divestiture of the business to MBNA.

“Oportun has built something genuinely differentiated – a technology-driven platform with a clear mission, and proven ability to responsibly improve the financial lives of people who are too often overlooked by traditional lenders,” said Doug Bland. “I am honored to join Oportun at a pivotal moment in its history and look forward to partnering with the Company’s talented team and the Board to strengthen its foundation, deepen member relationships, and create long-term value for shareholders.”

About Oportun

Oportun (Nasdaq: OPRT) is a mission-driven financial services company that puts its members’ financial goals within reach. With intelligent borrowing, savings, and budgeting capabilities, Oportun empowers members with the confidence to build a better financial future. Since inception, Oportun has provided more than \$21.8 billion in responsible and affordable credit, saved its members more than \$2.5 billion in interest and fees, and helped its members set aside an average of more than \$1,800 annually. For more information, visit Oportun.com.

Forward-Looking Statements

This press release contains forward-looking statements. These forward-looking statements are subject to the safe harbor provisions under the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended and Section 21E of the Securities Exchange Act of 1934, as amended. All statements other than statements of historical fact contained in this press release, including statements regarding the Company’s next phase of growth and profitability and the plans and objectives of management for our future operations, are forward-looking statements. These statements can be generally identified by terms such as “expect,” “plan,” “goal,” “target,” “anticipate,” “assume,” “predict,” “project,” “outlook,” “continue,” “due,” “may,” “believe,” “seek,” or “estimate” and similar expressions or the negative versions of these words or comparable words, as well as future or conditional verbs such as “will,” “should,” “would,” “likely” and “could.” These forward-looking statements speak only as of the date on which they are made and, except to the extent required by federal securities laws, Oportun disclaims any obligation to update any forward-looking statement to reflect events or circumstances after the date on which the statement is made or to reflect the occurrence of unanticipated events. In light of these risks and

uncertainties, there is no assurance that the events or results suggested by the forward-looking statements will in fact occur, and you should not place undue reliance on these forward-looking statements. These statements involve known and unknown risks, uncertainties, assumptions and other factors that may cause Oportun's actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Oportun has based these forward-looking statements on its current expectations and projections about future events, financial trends and risks and uncertainties that it believes may affect its business, financial condition and results of operations. These risks and uncertainties include those risks described in Oportun's filings with the Securities and Exchange.

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