fruitful

Effective as of 07/15/2025

FRUITFUL SECURED CHARGE CARD AGREEMENT

There are three parts to this Charge Card Agreement: **Fruitful Pricing Information,** the **Fruitful Secured Charge Card Agreement** and the **Fruitful Card Security Agreement.** The **Pricing Information** shows the terms that apply to you at the time of application. The **Fruitful Secured Charge Card Agreement ("Fruitful Card Agreement")** contains important information related to consumer credit cards issued by Emigrant Bank on behalf of Fruitful Financial, LLC ("Fruitful") the program administrator responsible for managing the Fruitful charge card account ("Fruitful Card" or "Account" or "Card Account"). Lastly, the **Fruitful Card Security Agreement** grants to us a security interest in all right, title, and interest in the associated Fruitful cash deposit account ("Fruitful Cash Account"), and all funds deposited therein, now owned or hereinafter acquired, to secure your performance, including repayment obligations, under the Fruitful Card Agreement.

Fruitful Pricing Information

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**0%**
Cash Advance APR	**0%**
Paying Interest	Your due date will be a minimum of 21 days after the close of each billing cycle. We do not charge interest on transactions made with your Fruitful Card.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at **http://www.consumerfinance.gov/learnmore**
Fees	
Annual Fee	**None.**
Transaction Fees • Fruitful Card Transactions* • ATM Cash Advance** • ATM Balance Inquiry** • Foreign Transactions***	 **$0** **$0** **$0** **0%**
Penalty Fees • Late Payment • Returned Payment	 **$0** **$0**
Account Service Fees • External Card Payments • Stop Payments	 **$0** **$0**

**This is our fee. Authorized third parties may charge additional fees.*
***When you use an ATM, you may be charged a fee by the ATM operator in addition to our fee (and you may be charged a fee for a balance inquiry even if you do not complete a transaction).*
**** Additional charges may be imposed by other financial institutions.*

How Do You Calculate My Balance? No interest is assessed on purchase or cash advance transactions on your Fruitful Card. The balance on your Account is determined by taking the beginning balance of your Account each day in the billing cycle, adding any new purchases/*Cash Advances/Fees*, and subtracting any payments or credits. This gives us the daily balance.

What are My Billing Rights? Information on your rights to dispute transactions and how to exercise those rights is provided below in the Section entitled, "Your Billing Rights."

Security Interest in Deposit Account. In the Security Agreement below, you grant to us a security interest in all right, title, and interest in the Fruitful Cash Account, and all funds deposited therein, now owned or hereinafter acquired, to secure your performance, including repayment obligations, under the Fruitful Card Agreement.

Fruitful Secured Charge Card Agreement

Welcome to Fruitful. Your secured charge card account ("*Fruitful Card*") is governed by this Fruitful Secured Charge Card Agreement, as amended from time to time (the "*Fruitful Card Agreement*"), and in conjunction with the Account Documents. Your Fruitful Card issued by Emigrant Bank pursuant to a license from Mastercard and which is managed by Fruitful Financial, LLC. In order to obtain and maintain a Fruitful Card, you must have an active Fruitful Membership and an open Fruitful Cash Account, with both being in good standing.

Definitions

The meanings of the terms you see in *italics* appear in the Glossary section at the end of this Agreement. As used here, "you" and "your" mean each applicant and co-applicant for the Fruitful Card; any person responsible for paying the Fruitful Card balance; and any person responsible for complying with the Fruitful Card Agreement. "We," "us," "our," means Emigrant Bank and/or Fruitful Financial Inc. "Bank" means Emigrant Bank; and its agents, authorized representatives, successors, and assignees. "Fruitful" means Fruitful Financial, LLC, the program administrator responsible for managing, servicing, and granting you access to the Fruitful Card Account.

Account Documents

The following documents govern your Account with us:

(1) this Fruitful Card Agreement;
(2) all Statements;
(3) any rewards program terms, conditions, and disclosures;
(4) any privacy notices;
(5) all disclosures and materials provided to you before or when you opened your Fruitful Card;
(6) any other documents and disclosures relating to your Fruitful Card, including those provided online; and
(7) any future changes we make to any of the above.

Please read these carefully and keep them for future reference. The most current version of the Fruitful Card Agreement is always available for your reference at https://www.fruitful.com/legal.

New Offers

In the future, we may provide you with new offers that we think may interest you. The terms of these offers may differ from the standard terms on your Fruitful Card. This Fruitful Card Agreement will still apply.

Account Information

We need information about you to manage your Fruitful Card. This includes:

(1) your legal name;
(2) a valid U.S. mailing address and residential address (if different);
(3) your date of birth;
(4) your Social Security number or other government identification number;
(5) your telephone number(s); and
(6) your employment information.

You must tell us when this information changes. We may ask you for additional documents to verify any changes. We may restrict or close your Fruitful Card if we cannot verify your information, or if you do not provide it as requested.

Spend Limits

The amount available to spend on your Fruitful Card at any given time is equal to the "*available balance*" in your Fruitful Cash Account. See your Fruitful Deposit Account Agreement for further information on how your "available balance" is determined. You are responsible for keeping track of your Available Balances as it relates to your spend limit. You must not engage in any transactions on your Fruitful Card which will cause you to exceed your available balance. Our general practice is to decline any transaction which would cause you to exceed your available balance. If a transaction exceeds the available balance in the Fruitful Cash Account, you shall remain fully liable to us for the transaction amount. You are responsible for paying for any transaction you make above your credit limit. We may also increase, decrease, restrict or cancel your limit at any time. This will not affect your obligation to pay us.

Using Your Fruitful Card Mastercard ®

(1) This Fruitful Card Agreement applies whether or not you use your Fruitful Card or Fruitful Cash Account. It will continue to apply even after your

Fruitful Card is closed, as long as you have a balance.

(2) The Fruitful Card is the property of the Issuer and must be surrendered upon demand.
(3) The Fruitful Card is non-transferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law.
(4) You must take reasonable steps to prevent the unauthorized use of your Fruitful Card.
(5) You acknowledge and agree that the funds accessible through the use of the Fruitful Card are limited to the available funds in your Fruitful Cash Account.
(6) We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to go over your spend limit or your Fruitful Card is not in default.
(7) We are not responsible for any losses you incur if we do not authorize a transaction.
(8) We are not responsible for any losses you incur if anyone refuses to accept your Fruitful Card for any reason.
(9) Unless we tell you otherwise, we will bill each transaction to your Account and deduct each transaction from your Spend Limit.
(10) You may obtain Cash Advances as permitted for your Fruitful Card.
(11) You must not use, or try to use, the Fruitful Card for any illegal activity. You are responsible for any charges if you do.
(12) We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.

Activate the Card

You must activate the Fruitful Card before it can be used. The Fruitful Card may be activated from within the Fruitful App or via the Fruitful Website. Certain functionality outlined in this Agreement may be restricted prior to activating the Fruitful Card.

Card Options

You may be given the option to select between a physical card and a virtual card for your Fruitful Card Account.

Physical Card. We reserve the right to limit the number of physical cards per Member.

Virtual Card. In the event, you select a virtual card or have exceeded the limit of physical cards permitted per Member, a virtual card represented by a 16-digit account number ("Virtual Card") will be provided. You may not use your Virtual Card to obtain cash anywhere.

Using a PIN

You will not receive a PIN with the Fruitful Card. However, you will be prompted to select a PIN when you activate your card. See the activation instructions in the "Activate the Card" section. You should never write or keep your PIN with your Fruitful Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others, and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise Fruitful immediately following the procedures in the section labeled "Your Liability for Unauthorized Transfers."

Authorized Signers for Fruitful Card

Joint account owners of a Fruitful Cash Account are eligible to add an authorized signer to a Fruitful Card. The authorized signer is limited to one of the joint account owners, specifically the owner who does not make a request for the card. Either Fruitful Cash Account joint owner is eligible to request a Fruitful Card to be added at any time.

As an authorized signer on a Fruitful Card, the joint account owner will have equal access to the Fruitful Card. The authorized signer will get a card with their name on it and share the available spend limit associated with the joint Fruitful Cash Account. All Cardholders are responsible for their use of the Fruitful Card and anyone else they allow to use their Card, even if you did not want, or agree to, that use.

In the event, an owner of a joint Fruitful Cash Account type would like to change the deposit account type from a joint account to an individual account, you must contact the Hospitality Desk for assistance. The Hospitality Desk will assist with account closure and both the Fruitful Card(s) and associated Fruitful Cash Account will be closed. In the event, an authorized signer on a Fruitful Card would like to close their Fruitful Card, they may do so at any time by contacting the Hospitality Desk. Only the authorized signer may request the Fruitful Card is closed and this will bear no impact on joint ownership of the Fruitful Cash Account.

Fruitful Card Rewards

The Fruitful Card Rewards program is a rewards program (the "Program") offered by Fruitful. The Program enables eligible Members to earn cash back on certain qualifying purchases made using a Fruitful Card and any earned rewards will be deposited in your Fruitful Cash Account. Please see the Fruitful Card rewards Terms and Conditions for more information.

Cash Access and Transaction Limitations

With your PIN, you may use the Fruitful Card to obtain cash from your Fruitful Card Account at any Automated Teller Machine ("ATM") that bears the Mastercard® Acceptance Mark. All ATM transactions are treated as cash advance transactions. Please note that if you use your Card to get Card balance

information from an ATM, the balance may not reflect recent transactions and may include funds not available for immediate withdrawal. ATM cash withdrawals and purchases are all subject to the $20,000.00 maximum amount that can be spent per day. Below are the itemized cash access and spending limits for your Fruitful Card at the time of Account opening. We may change these limits with notice to you. To determine the current limits that apply to you, you can access them by referring to the Fruitful Card Agreement available to you on Fruitful.com/legal or by contacting the Fruitful Hospitality Desk.

ATM Cash Advance Withdrawals	No limit to the number of times per day. Up to $3,000.00 per day.
Card Transactions (Signature, Digital, and PIN)	No limit to the number of times per day. Up to $20,000 per day*

Your Promise to Pay

You promise to pay us all amounts due on your Fruitful Card. This includes amounts where you did not sign a purchase slip or other documents for the transaction. We will treat transactions made without presenting your actual Fruitful Card (such as for mail, telephone, Internet, or mobile device purchases) the same as if you used the Fruitful Card in person. If you let someone else use your Fruitful Card, you are responsible for all transactions that person makes.

Statements

We will generally make available to you one consolidated *Statement* for all Fruitful Cards associated with the Fruitful Cash Account at the end of each *Billing Cycle*. Under certain circumstances, the law may not require us to send or make available to you a *Statement* or may prohibit us from doing so.

Minimum Payment

You must pay in full the Fruitful Card Account balance by the payment due date each month. Your Statement will tell you:

(1) the payment due,
(2) your new balance,
(3) the payment due date, and
(4) an explanation of when the payment must reach us for us to consider it received as of that date.

Returns and other credits to your Fruitful Card will increase or reduce the amount you have available to spend on your Fruitful Card and may change your payment amount due.

If your Fruitful Card statement balance payment is not made by the payment due date, your card will be suspended until a payment in the amount of the payment due or statement balance is made and cleared.

If your Fruitful Card statement balance is 10 or more days past due, is part of a bankruptcy proceeding, or is otherwise charged off, the total balance is immediately due and payable and we may also exercise all the rights granted in the Fruitful Security Agreement with regards to of an owner of the Fruitful Cash Account. Your Account will also be considered to be in default. See Account Default section for more information.

Making Payments

Your payment must be made in U.S. dollars using either the funds set aside after each transaction and reserved in your Fruitful Cash Account or a linked external bank account. We do not accept cash or other payment types through the mail, unless we tell you otherwise.

Payment Processing

You may use the Platform to authorize us to initiate a one-time payment using either your Fruitful Cash Account or a linked external bank account. You may also schedule recurring automatic payments to us from your Fruitful Cash Account. You may authorize recurring automatic payments of the Card Account Statement Balance from your Fruitful Cash Account each month by enabling AutoPay in the Fruitful App or via the Fruitful website. If you do so, we will debit and apply the full amount of the Fruitful Card Statement Balance from the reserved funds set aside in your Fruitful Cash Account at least 21 days after your periodic statement is generated.

We may accept and process payments without losing any of our rights. We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your Fruitful Card. We may resubmit and collect returned payments electronically. If necessary, we may perform adjustments to your Fruitful Card to correct errors, process returned and reversed payments, and handle similar issues.

If you are using your Fruitful Cash Account as the payment method, we may withdraw the funds from your Fruitful Cash Account as early as the same day your payment is initiated.

If you are using an externally linked bank account as the payment method, your payment will post to your Account the same day it was received. If your

payment using an external bank account is returned, then we may restrict your ability to use an external bank account for the purposes of paying your Fruitful Card balance in the future. In the event of a returned payment, you agree to pay the statement balance by the due date from another payment source and Fruitful reserves the right to debit the corresponding Fruitful Cash Account in the amount of the returned payment on the due date. If your payment from an external bank account is returned after your payment due date, your Card will be suspended until payment in the amount of the statement balance is made successfully.

How We Apply Your Payments
Here is how we apply payments. We generally apply credits and payments up to your Fruitful Card Account balance. Any payment exceeding your Fruitful Card Account balance would not be accepted, a new payment will need to be initiated once your Account has a balance. In the instance that a refund or other adjustment is applied to your Fruitful Card resulting in an overpayment we may transfer funds from your Fruitful Card Account to your Fruitful Cash Account.

Mailed Items
If you mail a payment or send any accompanying communications to us, we may reject it and return it to the address on file for the Fruitful Card. We may also accept it and process it without losing any of our rights.

Disputed Transactions
You must inspect each *Statement* you receive. Tell us about any errors or questions you have, as described in the "Billing Rights Summary" on your *Statement* and other *Truth-in-Lending Disclosures*. If you do not notify us of an error, we will assume that all information on the *Statement* is correct.

(1) If we credit your Fruitful Card for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction. You will also: give us any information about the disputed transaction, if we ask;
(2) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and
(3) help us get reimbursement from others.

No Warranties
We are not responsible for any claim you may have regarding the purchase of goods or services made with your Fruitful Card beyond your rights described in the "Your Billing Rights" section of this Fruitful Card Agreement.

Interest Charges and Fees
We will not charge *Interest Charges* and *Fees* to your Fruitful Card as disclosed on your *Statement* and other *Truth-in-Lending Disclosures*. *Fees* apply to your Fruitful Card only if, your *Truth-in-Lending Disclosures* provide for them. We may charge or increase your Interest Charges and Fees as described in the Changes to Your Fruitful Card Agreement section or in your *Truth-in-Lending Disclosures*.

Late Payment Fee
We do not charge you this *Fee* if we do not receive your payment as instructed on your *Statement* by the payment due date.

Returned Payment Fee
We do not charge you this *Fee* each time your financial institution for any reason rejects a payment you make to us.

Stop Payment Fee
We do not charge you this *Fee* if you ask us to (1) stop payment on a transaction or (2) renew an existing stop payment order.

Cash Advance Fee
We do not charge you this Fee each time you take out a Cash Advance. However, fees may be charged by third-party ATM operators and/or Financial Institutions which you will be liable for. We will treat this Fee as a Cash Advance transaction.

Transactions Made in Foreign Currencies
If you make a transaction in a foreign currency, the transaction amount will be converted by Mastercard into a U.S. dollar amount. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date that appears on your *Statement*. We do not adjust the currency exchange rate or charge any currency conversion *Fees*. We will not impose a fee for each transaction (for either U.S. or foreign currency) that you conduct at merchants (including foreign websites) outside the United States or in a foreign currency; however, there may be third-party fees.

Account Default
You will be in default if:

(1) you do not make any payment when it is due;
(2) any payment you make is rejected, not paid or cannot be processed;
(3) you exceed your Spend Limit;
(4) you file or become the subject of a bankruptcy or insolvency proceeding;

(5) you are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;
(6) we determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us;
(7) you do not comply with any term of this Fruitful Card Agreement or any other agreement with us;
(8) you permanently reside outside the United States; or
(9) we receive a garnishment, attachment or other levy upon your Fruitful Cash Account, or your Fruitful Cash Account is subject to any other legal proceeding.

If you are in default, we may take certain actions with respect to your Account. For example, depending on the default, we may take the following actions, without notifying you, unless the law says that we must give you notice:
(1) charge you *Fees* on your Account, if provided in your Truth-in Lending Disclosures;
(2) close or suspend your Account;
(3) demand that you immediately pay the total balance owing on your Fruitful Card;
(4) continue to charge you *Fees* as long as your balance remains outstanding; and/or
(5) file a lawsuit against you, or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees, unless the law does not allow us to collect these amounts.

Communications

We may communicate with you by mail, telephone, email, prerecorded message, automated voice, text message or other means allowed by law regarding your Fruitful Card.

You understand that we may contact you at any telephone number (including a mobile telephone number that you provide us), and use an automated telephone dialing system or similar device to do so. You agree that we may monitor or record any conversation or other communication with you.

Closing or Suspending Your Fruitful Card

You may use the Fruitful App or contact the Fruitful Hospitality Desk to ask us to close your Fruitful Card.

We may close or suspend your Fruitful Card at any time and for any reason permitted by law, even if you are not in default.

If we close or suspend your Fruitful Card for any reason, you must stop using your Fruitful Card, and the final payment for your card will be made automatically using the funds set aside in reserve. You must also cancel all billing arrangements set up on the Fruitful Card. If we close or permanently suspend your Fruitful Card, you must return or destroy all Cards. You must still pay us all the amounts you owe on the Fruitful Card.

The following is a list of some reasons we may suspend or close your Fruitful Card:

- You provided incorrect or misleading information when opening your account;
- You have overdrawn an account;
- We suspect that you or a third party are conducting illegal or fraudulent activity;
- We have a reasonable basis to believe the account owner is deceased;
- We received a court order or other legal document prohibiting withdrawal;
- We have determined that you have abused our systems or violated this Agreement or any other agreement you have with us or any of our affiliates;
- Your Fruitful membership has been closed or terminated.

Other Payment Services

We may make services available that allow you to make faster or recurring payments online or by telephone. We will describe the terms for using these services and any applicable *Fee* before you use them. You do not have to use these other payment services. We are not responsible if your financial institution rejects a payment made using our payment services. If you ask someone else to make a payment for you, we may provide that person with limited Account information necessary to set up and process that payment. We may also refuse to accept that payment. If we do accept it, you will be responsible for that payment even if a financial institution rejects it.

Changes to Your Fruitful Card Agreement

At any time, we may add, delete or change any term of this Fruitful Card Agreement, unless the law prohibits us from doing so. We will give you notice of any changes as required by law. We may notify you of changes on your *Statement* or in a separate notice. Our notice will tell you when and how the changes will take effect. The notice will describe any rights you have in connection with the changes.

Governing Law That Applies to Your Agreement

We make decisions to issue you a Card from our offices in New York. This Fruitful Card Agreement is governed by applicable federal law and by New York law. If any part of this Fruitful Card Agreement is

unenforceable, the remaining parts will remain in effect.

Waiver

We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our right without notifying you. For example, we may waive your *Fees* without notifying you and without losing our right to charge them in the future.

Assignment

This Fruitful Card Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not sell, assign or transfer your Fruitful Card or this Fruitful Card Agreement to someone else without our written permission.

We may sell, assign or transfer your Fruitful Card and this Fruitful Card Agreement without your permission and without prior notice to you. Any assignee or assignees will take our place under this Fruitful Card Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after we notify you that we have transferred your Fruitful Card or this Fruitful Card Agreement, we can return the payment to you, forward the payment to the assignee, or handle it in another way that is reasonable.

Your Billing Rights

This section is your notice about "Your Billing Rights" is part of your Fruitful Card Agreement. This notice describes your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake on Your Statement

If you think there is an error on your *Statement*, write to us at:

Fruitful Financial, LLC
335 Madison Ave, Suite 5H
New York, NY 10017

You also may contact us on the *Fruitful App,* email us at support@fruitful.com or call 1 (833) 784-8050. In your communication, give us the following information:

- **Fruitful Card Account information**: Your name and Fruitful Card Account number.
- **Dollar Amount and Date**: The dollar amount and Date of the suspected error.
- **Transaction Description:** The transaction description of the transaction in question as it is listed on your statement.
- **Description of Problem:** If you think there is an error on your *Statement*, describe what you believe is wrong and why you believe it is a mistake.

You must notify us of any potential errors in writing or electronically using the *Fruitful App*. You may call us, but if you do we are not required to investigate any potential errors if you do not provide all of the necessary information and you may have to pay the amount in question.

You must contact us:

- Within sixty (60) days after your *Statement* containing the error was made available to you.
- At least three (3) Business Days before an automated payment is scheduled, if you want to stop payment on an amount you think is wrong.

What Will Happen After We Receive Your Notification

When we receive your notification, we must do two things:

(1) Within thirty (30) days of receiving your notice, we must tell you that we received your notice. We will also tell you if we have already corrected the error.
(2) Within ninety (90) days of receiving your notice, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your *Statement*.
- While you do not have to pay the amount in question, you are responsible for the remainder of your Card Account balance.
- We can apply any unpaid amount against your credit limit and available credit.

After we finish our investigation, one of two things will happen:

- **If we determine there was a mistake**: You will not have to pay the amount in question or other *Fees* related to that amount.
- **If we do not believe there was a mistake**: You will have to pay the amount in question, along with applicable *Fees*, if any. We will send you a *Statement* of the amount you owe and the date payment is due.

If you receive our explanation but still believe your bill is wrong, you must write to us within ten (10) days telling us that you still refuse to pay.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

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Your Rights If You Are Dissatisfied with Your Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your Fruitful Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

(1) The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
(2) You must have used your Fruitful Card for the purchase. Purchases made with cash advances from an ATM do not qualify.
(3) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Fruitful Financial, LLC
Attn: Disputes
335 Madison Ave, Suite 5H
New York, NY 10017

You also may contact us on the *Fruitful App*, email us at support@fruitful.com.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may consider you as delinquent.

ARBITRATION AGREEMENT

This Arbitration Agreement is part of your Fruitful Card Agreement.

Arbitration

Acknowledgment of Arbitration. Your Account is being made available and priced by the Bank and its agents (including Fruitful and its affiliates) on the basis of your acceptance of the following arbitration clause. By opening your Account, you acknowledge that you are giving up the right to litigate Claims if either party elects arbitration of the Claims pursuant to this clause, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial of all Claims subject to this Agreement. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into this Agreement voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Agreement.

Agreement to Arbitrate

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT ANY CLAIM RELATING TO YOUR ACCOUNT MAY BE RESOLVED BY BINDING ARBITRATION. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW.

CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. YOU EXPRESSLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO ARBITRATE A CLASS ACTION. IF EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM.

Arbitration of Claims. Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third-party claims, arising from or relating to (i) the Account; (ii) any service relating to the Account; (iii) the marketing of the Account; (iv) this Agreement, including the validity, enforceability, interpretation, scope, or application of the Agreement and this arbitration provision (except for the prohibition on class or other non-individual claims, which shall be for a court to decide); and (v) any other agreement or instrument relating to the Account or any such service ("Claim") shall be decided, upon the election of you or the Bank (or the Bank's agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration pursuant to this arbitration provision and the applicable rules and procedures of the arbitration administrator in effect at the time the Claim is filed. The American Arbitration Association ("AAA") shall serve as the arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: on the website at www.adr.org or by writing to AAA at 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043.

Other Claims Subject to Arbitration. In addition to Claims brought by either you or the Bank, Claims by or against Fruitful and its affiliates, anyone connected with you or the Bank or claiming through you or the Bank (including a second cardholder, employee, agent, representative, affiliated company, predecessor

or successor, heir, assignee, or trustee in bankruptcy) shall be subject to arbitration as described herein.

Exceptions. You and we agree not to invoke our right to arbitrate any individual Claim you bring in small claims court or an equivalent court so long as the Claim is pending only in that court. This arbitration provision also does not limit or constrain the Bank's right to interplead funds in the event of claims to Account funds by several parties.

Individual Claims Only. It is the intent of the parties to require Claims to be submitted to arbitration on an individual basis only.

Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise agreed to by the parties in writing. However, co-applicants, second cardholders and authorized users of a single Card and/or related cards are considered as one person, and the Bank, its officers, directors, employees, agents, and affiliates are considered as one person.

Arbitration Fees. If you initiate arbitration, the Bank will advance any arbitration fees, including any required deposit. If the Bank initiates or elects arbitration, the Bank will pay the entire amount of the arbitration fees, including any required deposit. Notwithstanding any provision of this arbitration provision or the rules and procedures of the arbitration administrator, the Bank will be responsible for payment and/or reimbursement of any arbitration fees to the extent that such fees exceed the amount of the filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your residence with jurisdiction over the Claims.

Procedure. A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years of experience or who is a former or retired judge. The arbitration shall follow the rules and procedures of the arbitration administrator in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration provision, in which case this arbitration provision shall govern. Any in-person arbitration hearing for a Claim shall take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA") and shall honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. At the request of any party, the arbitrator will provide a written explanation of the basis for the disposition of each claim, including written findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA.

Glossary

- "**Account**" means your Fruitful Card Account with us.
- "**Authorized Cardholder**" means a person who may use the Card, who is also responsible for the repayment of the Account.
- "**Billing Cycle**" means the period of time reflected on a *Statement*. This period may vary in length, but is approximately 30 days. You will have a Billing Cycle even if a *Statement* is not required. We will often specify a Billing Cycle by the month in which its closing date occurs. For example, a "March Billing Cycle" will have a closing date in March. We may also refer to a Billing Cycle as a "Billing Period". If your Account balance has charged off, we may switch to quarterly Billing Cycles for your Account.
- "**Cash Advance**" means a loan in cash or things we consider cash equivalents, including wire transfers, travelers' checks, money orders, foreign currency, lottery tickets, gaming chips, and wagers.
- "**Charge Card**" means a credit card that must be paid off each month by the due date and whose credit limit is based upon the associated Fruitful Cash Account available balance and is secured by such balance and is not a debit card. Charge cards are similar to credit cards, but do not charge interest or allow for partial payments.
- "**External Card Payment**" means a payment made to your Fruitful Card balance using an externally linked bank account.
- "**Fees**" means charges imposed on your Account not based on the Annual Percentage Rates.
- "**Fruitful Card**" means Fruitful charge card associated with your Fruitful Cash Account. This includes all renewals and substitutions. It also means any other access device for your Fruitful Cash Account we give you that allows you to obtain credit, including any Account number.
- "**Fruitful Cash Account**" means the deposit account provided to you by us pursuant to the Fruitful Deposit Account Agreement that is tied to this Card.
- "**Interest Charges**" means any charges to your Account based on the application of Annual Percentage Rates.
- "**Statement**" means a document showing important Account information, including all transactions billed to your Account during a Billing Cycle and information about what you must pay. We may also refer to your *Statement*

as a “Periodic Statement” or a “Billing Statement”.
- “**Truth-in-Lending Disclosures**” means disclosures that the federal Truth in Lending Act and Regulation Z require for any Account. This includes your application and solicitation disclosures, Account opening disclosures, subsequent disclosures, Statements, and change in terms notices.
- Any terms not defined herein, have the definition given in the Fruitful Deposit Account Agreement.

Fruitful Card Security Agreement

This Security Agreement is part of your Fruitful Secured Charge Card Agreement and also governs your use of the Fruitful charge card account (“Card” or “Fruitful Card”) issued by Emigrant Bank (“Bank”) and managed by Fruitful Financial, LLC (your “Fruitful Card”). The Bank is the provider of the Fruitful Card.

"You", "Your" “Account holder" and “Cardmember” means any person who executes this Security Agreement by signing below. "We", "us", "our", and "Bank" means Emigrant Bank, our successors, affiliates, or assignees. In addition to agreeing to be bound by the terms of this Security Agreement, you also agreed with us to the terms of the Fruitful Card Agreement. “Card” means the Fruitful Card issued to you by us pursuant to the Fruitful Card Agreement (“Fruitful Card Agreement”). “Deposit Account” means the deposit account provided to you by us pursuant to the Fruitful Deposit Account Agreement that is tied to this Card. Please read and keep a copy of this Security Agreement for your records.

Our Security Interest in Your Deposit Account. You hereby grant to us, as of the date you enter into this security agreement (the “Security Agreement”), a security interest in all right, title and interest in the Fruitful Cash Deposit Account and all funds deposited therein (the “Collateral”), now owned or hereinafter acquired (the “Security Interest”), to secure your performance under the Fruitful Card Agreement, including your duty to pay us for all obligations you owe us under the Fruitful Card Agreement, present or hereinafter occurring, when payments are due, for every transaction made with your Card.

Our Remedies Upon Default. After the occurrence and during the continuance of an event of default under the Fruitful Card Agreement, we may exercise from time to time all of the rights and remedies of a secured party under Article 9 of the Uniform Commercial Code or other applicable law and all other legal and equitable rights and remedies to which we may be entitled, all of which rights and remedies shall be cumulative and in addition to any other rights or remedies contained in the Fruitful Card Agreement or any other agreement. Without limiting the generality of the foregoing, if an event of default exists, we may: (a) declare all or any of the obligations under the Fruitful Card Agreement to be immediately due and payable; (b) take immediate possession of the Collateral; (c) sell or otherwise dispose of all or any Collateral at public or private sale or sales in lots or in bulk, all as we deem advisable, or realize on Collateral through direct collection, to the extent permitted by applicable law; and (d) exercise any other rights or remedies available at law, in equity or by agreement. You agree that, to the extent prior notice is required by applicable law, at least 10 days' prior written notice to you of the date of any public foreclosure sale, or the date after which any private foreclosure sale may occur, shall be reasonable notice thereof, unless applicable law requires additional prior written notice, and that any such sale may be at such locations as we may designate in such notice. All public or private foreclosure sales may be adjourned from time to time by giving oral notice thereof at the time and place of such sale or in such other manner permitted by applicable law. We shall have the right to sell or otherwise dispose of any Collateral for cash, credit or any combination thereof, and we may purchase all or any part of the Collateral at any public sale or, if permitted by law, any private sale. The proceeds realized from any sale of any Collateral may be applied to the Card Account balance.

YOU MAY LOSE FUNDS IN YOUR DEPOSIT ACCOUNT. Unless required by applicable law, we do not have to give you any prior notice to apply the funds in your Deposit Account or its proceeds to satisfy your obligations for the Fruitful Card balance under the Fruitful Card Agreement. We may exercise our rights to the Security Interest in addition to any other rights we have under applicable law or the Fruitful Card Agreement. The application of your funds in the Fruitful Cash Deposit Account to the Fruitful Card balance and any other amounts you owe under the Fruitful Card Agreement will not affect your obligation to pay us in full. You are responsible for the repayment of all amounts you owe us under the Fruitful Card Agreement.

You irrevocably and unconditionally give us possession and control over the Deposit Account. You must take any action we request to protect our first lien position Security Interest in the Deposit Account. You waive the benefit of any homestead or other exemptions in the Deposit Account. The Security Interest will be governed by Article 9 of the Uniform Commercial Code (as adopted by the applicable state law) whether Article 9 applies by its terms or not. You expressly agree that our rights under this Security Agreement extend to any electronically deposited

federal or state benefit payments (including Social Security benefits) to the extent permitted by law. If you do not want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits. You agree to hold us harmless from any claim arising as a result of our exercise of our right to the Security Interest.

Legal Proceedings. You represent that there are no current lawsuits or bankruptcy proceedings that might affect our interest in your Deposit Account, and that you have not and will not attempt to transfer any interest in your Deposit Account to any other person or offer your Deposit Account as collateral or security for any other obligation. If any other person seeks to attach your Deposit Account, for example by legal garnishment, execution, or levy, you agree that we may deem all amounts you owe us, including any unpaid Card Account balance (as defined in your Fruitful Card Agreement), immediately due and payable and exercise our right to the security interest in the Deposit Account as an event of default under the Fruitful Card Agreement. If we must hire an attorney to defend or enforce our rights under the Security Agreement, you will pay our reasonable attorneys' fees and court costs, unless prohibited by applicable law.