



DEPOSIT ACCOUNT AGREEMENT

Effective February 7, 2023

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This Deposit Account Agreement (“Agreement”) governs your savings account (referred to as an “account”). By opening, maintaining, and using an account or any related services, you agree to the terms in this Agreement. Additional terms may apply to certain features associated with your account. Such terms are subject to and incorporated into the terms of this Agreement; and in the event of a conflict, the additional terms shall control over the conflict terms of this Agreement.

When we say the “Bank,” “we,” “us,” or “our” we mean Emigrant Bank. When we say “you” or “your,” we mean each person who owns an account with us. When we say “day” we mean a calendar day. Our “Business Days” are Monday through Friday, excluding U.S. bank holidays. If you have questions or need to get in touch with us at support@fruitful.com

I. ACCOUNT OPENING

Who May Open and Maintain an Account: You can open and maintain an account if you're at least 18 years old, have a Social Security Number or Individual Taxpayer Identification Number and have a street address in (i) the U.S., (ii) the territories of Puerto Rico, United States Virgin Islands or American Samoa ("U.S. Territories"); or (iii) a U.S. military base or U.S. embassy (i.e., an Army/Air Post Office, Fleet Post Office, or Diplomatic Post Office address) ("U.S. Jurisdictions"). You cannot use a post office box (other than on a U.S. military base or at a Diplomatic Post Office) to open or maintain an account.

We only offer accounts to natural persons. Accounts may only be used for personal, family, or household purposes, and cannot be opened or maintained for business purposes. Accounts may not be opened in the name of a trust or other legal entity or by a fiduciary (e.g., executor, conservator, guardians, trustees, etc.). If a fiduciary is appointed, we may allow the fiduciary to access an account, subject to the fiduciary's verified rights. We are not required to grant access to, or make payment from, an account to a fiduciary if: (1) we have actual knowledge of, or otherwise believe in good faith that there may be a bona fide dispute concerning rights to an account; or (2) we are uncertain as to who is entitled to account access or account funds.

II. GENERAL ACCOUNT INFORMATION

Important Information About Opening an Account:

a. Verification—We're required to obtain, verify, and record information that identifies each account owner. This means that when you apply to open an account or are added as an account owner to an existing account, we will ask for your name, address, date of birth, Social Security Number or Individual Taxpayer

Identification Number, and other information that allows us to identify you.

b. Signature Cards: All Account owners are required to complete an electronic Signature Card (e-sign) when opening an Account. You will be asked to provide your consent to the electronic Signature Card on our website during account opening. If you do not consent, in our sole discretion, we may elect to close your Account.

c. Tax Reporting and Backup Withholding: Federal law requires us to report the interest you've earned. For a co-owned account, interest earned will be reported under the Social Security Number or Individual Taxpayer Identification Number for the Primary Owner. You must certify your Social Security Number or Individual Taxpayer Identification Number during the online application process or on a Signature Card. Otherwise, we are required to withhold a percentage of the taxable interest that we pay you (referred to as "backup withholding").

d. CIP: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person and/or entity that opens an account and to understand the anticipated activity of the account.

What this means to you:

When you open an account, we will ask for your name, physical address, date of birth and other information that will allow us to verify your identity. We may also ask to see your driver's license or other identifying documents.

1. How Accounts Can Be Owned:

- **Individual Accounts—An individual account is owned by one person.**
- **Co-owned Accounts—A co-owned account (may also be referred as a joint account) is owned by two or more people (up to four per account, each an "account owner"). Each account owner has access**

to the co- owned account, and may take any action or initiate any transaction (including withdrawing funds) or close the account.

All co-owned accounts are owned by the account owners as joint tenants with right of survivorship, meaning if one of the account owners passes away the funds in the account belong to the surviving account owner(s). If two or more account owners survive, the account will remain a joint tenancy with right of survivorship.

The account owner that opens the co-owned account will serve as the “Primary Owner” and receive tax documents, including 1099s. The Primary Owner can only be changed by closing the account and opening a new co-owned account with another Primary Owner designated.

2. Maximum Deposit Limits:

Each account owner is limited to a maximum balance of \$2,000,000. For co-owned accounts, each account owner will be attributed an equal portion of the balance of a co-owned account for purposes of determining that owner’s maximum balance with us. We will include any funds deposited into your account but not interest you’ve earned when determining your maximum limits. We may reject and return any funds transfer that would cause you to exceed our limits. If you exceed the maximum deposit limits, you authorize us to return the full excess by check

3. Deposit Insurance Coverage:

The Federal Deposit Insurance Corporation (“FDIC”) insures deposits up to the standard maximum deposit insurance amount per depositor, per FDIC-insured bank, and per ownership category. In determining how much insurance is applicable to your account, you need to consider accounts other than Online Savings Accounts. For more information, visit the FDIC’s website at www.fdic.gov/deposit/deposits or call the FDIC directly at 1-877-ASKFDIC (1-877-275- 3342). You can also refer to the FDIC’s Electronic Deposit Insurance Estimator (EDIE) at www.fdic.gov/edie.

- 4. Rounding and Interest Calculation: We pay interest in whole cents. Fractional interest is rounded to the nearest whole cent each month for credit to the account, any rounded interest paid yet unearned in a previous month is deducted from interest earnings the following month. Interest is compounded daily and credited to your account monthly. Interest is calculated using the daily balance method, which means we apply a daily periodic rate to the principal and accrued interest in your account every day. Interest is calculated every day for each calendar year.**

III. ONLINE SAVINGS ACCOUNT

- 1. Minimum Opening Balance: There is no minimum deposit required to open an Online Savings Account or to earn the stated Annual Percentage Yield (“APY”). We may close your Online Savings Account if you don’t fund it within 60 days of account opening or carry a zero balance for 60 days.**
- 2. Interest: Interest begins to accrue on the day that we receive your deposit. For ACH transfers that you initiate from an account, interest begins to accrue on the day you initiated the transfer. If the account is closed before interest has been paid, any accrued interest will be paid through the last full day before the account is closed. We may change the interest rate and APY at any time, and will give you notice of any decrease in either term as required by law.**
- 3. Notice of Withdrawal for Savings Accounts: We reserve the right to require you to notify us in writing seven days before a withdrawal is made from an Online Savings Account.**

IV. ACCOUNT MAINTENANCE

- 1. Death or Incompetence:** Notify us immediately if an account owner on a co-owned account passes away or is declared legally incompetent. Until we receive notice and required documentation, we may act as if all owners are alive and competent. For individual accounts, if we believe you have passed away or have been declared legally incompetent, we may restrict your account. If we receive written notice from a personal representative, executor, guardian or other agent claiming to represent you or your estate, we may rely on any representations made in such notice and may take action to restrict or close your account. If payments from certain government entities are deposited into your account after your death, we may be required to return those payments to the originator upon notice.
- 2. Account Statements:** For Online Savings Accounts, we will make monthly account statements available to you electronically

You should notify us promptly if you do not receive your account statement within a few days after the end of a month. You agree that all notices and communications to you, including changes to this Agreement, may be sent with your monthly account statement.

For co-owned accounts, the Primary Owner's preference for receiving account statements will apply to each account owner. We will consider account statements and notices made available to one account owner as being received by all account owners.

- 3. Change of Address and Telephone Number:** Promptly notify us of any change in your mailing address, email address, or telephone number. We will consider account statements and other important account documents delivered when they are prepared, or otherwise made available to you, including if we hold such documents because your email address is not current. At our discretion, we may restrict withdrawals from your account.
- 4. Keeping Your Accounts Active:** We are required to send the balance of any abandoned or unclaimed account to the state of your last known primary address. Your account may be considered abandoned if you do not conduct activity within a period of time based on applicable law. Account activity can include:

- **Depositing or withdrawing funds (may exclude pre authorized and automatic deposits or withdrawals);**
- **Updating your address;**
- **Accessing your account with Online Bank through the Fruitful website**
- **Contacting us concerning your account.**

5. Legal Action: If we are served with an attachment, levy, garnishment, or other state or federal legal action (“legal process”) that names you or your account, we may rely upon any representation made in such documents. We may use the funds in a co-owned account to cover any: (i) rights of set-off, levy, attachment, garnishment or other valid legal process or court order relating to any account owner; or (ii) requests from a trustee in bankruptcy, receiver or the insolvency representative of any one or more of the account owners. You agree that we may respond to any such legal process in our own discretion without regard to jurisdiction. We will not contest on your behalf any legal action and may comply with the legal process as we consider appropriate. Unless required by law, we may not send notice to you of the legal process. Regardless of the terms of any legal process, we have first claim to any funds in your account and your account will be subject to our right of set-off and security interest. If the law imposes conditions or limits on our ability to take or set off funds in your account, you waive those conditions and limits to the extent permitted by law.

6. No Service Charges or Fees: We do not charge service charges or maintenance fees for your account. External banks or third parties may charge you fees that may be reflected on your account.

7. Closing or Restricting an Account: We may restrict your access or use of an account, or close your account, at any time and for any reason, without notice or consent. The following is a list of some reasons we may restrict or close your account:

- 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;
- You maintain a zero balance on an Online Savings Account for 60 consecutive days;
- You fail to fund your account within the specified timeframe after opening;
- There is a dispute regarding your account;
- 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.

If your account has a balance upon closing, we will return the funds to you via check minus any applicable penalty. We may refuse to pay any debit or other items presented for payment after your account is closed or restricted, but we will not be liable for the payment of any debit or other item presented after your account is closed or restricted.

8. **Compliance with Law:** You agree to comply with applicable law and to not use your account for unlawful internet gambling transactions or other illegal activity. You agree to comply with U.S. economic sanctions laws and regulations, such as those issued by the Office of Foreign Assets Control and Executive Orders issued by the President of the United States.
9. **Adjustments:** We may make adjustments to your account to reflect any corrections or changes to your balances, rates, or penalties. If an error or other event has caused an overstated balance, you agree to reimburse us for the overstated amount.

- 10. Authorization to Share Information:** You authorize us to share information we have about you with affiliates and third parties, except as prohibited under applicable law or pursuant to our Privacy Notice. For more information, please consult our Privacy Notice.
- 11. Electronic Messages:** You acknowledge the risk that data may be accessed by unauthorized third parties when communicating with us using online, telephone, or other electronic devices. We are not responsible for any unauthorized access that occurs as a result of your use of third-party electronic communication channels.
- 12. Calls and Messaging:** You agree that we may communicate with you using an automatic telephone dialing system and through delivery of artificial and/or prerecorded voice messages. These communications may include calls and text messages related to upcoming due dates, missed or returned payments, other matters relating to the servicing or collection of amounts due under this Agreement or any other agreement with us, and your relationship with us more generally. You agree that we may make these communications to any telephone number (including any wireless, landline, and voice over IP number) that you have given or give to us and any telephone number at which we believe we can reach you and that you confirm is one at which we may communicate with you. In addition, you understand and agree that we may always communicate with you in any manner permissible by law that does not require your prior consent.

You understand that anyone with access to your telephone or, if we send emails to you, your email account may listen to or read our communications to you, including any voicemail message we deliver to you. You agree that we will not be liable for anyone accessing our communications or for any charges that you incur in connection with any of our communications.

You agree to notify us immediately if you change telephone numbers or are no longer the subscriber or usual user of a telephone number that you have given to us. You agree that we may monitor and record your telephone calls and other communications with us.

To change your communication preferences or to revoke your consent for calls or text messages made with an automatic telephone dialing system or that deliver prerecorded and/or artificial voice messages, to the extent you have a right under applicable law, you must email us at support@fruitful.com. To stop text messages, you may also reply "STOP" to any text message we send to you. If we send marketing emails to you, you must follow the opt-out instructions provided at the bottom of the email to opt-out of such emails.

13. Service Alerts: We may provide to you automatic account alerts regarding certain account activities or when changes are made to your account. We do not guarantee the delivery or accuracy of the contents of any such alert, and you should continue to monitor your account statements and any formal communications from us to you for up-to-date information about your account. You agree that we will not be liable for any delays, failure to deliver, misdirected deliveries, any errors in the content of an alert, or for any actions taken or not taken by you or any third party in reliance on an alert.

14. Authorization and Authentication for Transfers, Requests, and Account Access

We will not permit transfers to or from your account, or account access, without satisfactory identification or documentation, or without authentication of your identity through use of a code, password, secret word, electronic signature or other identifying means (each a "Credential"). You accept sole responsibility for maintaining security over any Credential and any device using the Credential. We will consider any instructions received by us using any of your Credentials to be authorized by you. You agree to hold us harmless and indemnify us for any liability incurred for reasonably acting upon instructions bearing your Credentials. If any of your Credentials become lost or compromised, notify us immediately so that we may help safeguard your account.

V. DEPOSITS AND WITHDRAWALS

1. How Deposits and Withdrawals May Be Made: Deposits and withdrawals are subject to limitations specified in this Agreement. In addition to any of the limitations specified in this Agreement, we may further restrict or limit your ability to make or receive transfers when we reasonably believe there may be fraudulent, suspicious or illegal activity on or impacting your account.

a. ACH Transfer Initiated by Us with a Linked External Account—You may deposit or withdraw funds from your account through an ACH Transfer (as defined below) into or from a linked external account. We may place limits on the amount of funds transferred based on total dollar amount or frequency. We will disclose such limits to you at the time you schedule your first ACH Transfer.

To link an external account, you must provide proof that the external account: (i) is a deposit account held at a bank located in the U.S., Specified U.S. Territories, or U.S. Jurisdictions; (ii) is an account in which you have full right and authority to the funds; (iii) is not a trust account; and (iv) is individually or co-owned by you. You may link up to four external accounts within one institution

. You may not link a business account. We may restrict linking to an external account at specific financial institutions. You authorize us, our agents, and service providers to verify ownership of the external account.

“ACH Transfers” are transfers to or from your account processed under National Automated Clearing House Association (“NACHA”) Operating Rules. We may reverse any ACH Transfer to or from your account without prior notice to you at any time as permitted by NACHA Operating Rules. We may reverse any provisional credit to your account for which final payment is not received.

We may issue you a cashier’s check if we or you close your account or if you exceed the applicable maximum deposit limit. If the cashier’s check issued to you

is lost, stolen, or destroyed, please call us immediately. We may not reissue you a check or provide you with replacement funds unless 90 days have passed and you have provided an affidavit attesting the check is lost, stolen, or destroyed.

2. Deposit and Withdrawal Requirements:

a. General Deposit Provisions—When you make a deposit, we act only as your collection agent and will not be responsible beyond the exercise of ordinary care. All deposits are provisionally credited subject to our receipt of final payment. If a funds transfer is returned to us for any reason, you agree that we may deduct the amount of the transfer from your account. We may send the transfer back for collection a second time without notifying you, and you waive any notice of dishonor and protest. At our discretion, we may return, reject, or refuse to accept a deposit.

b. Posting Deposits—We will generally post all deposits, withdrawals, and other debits to your account in the order in which we receive them. The order by which you make transactions on your account may not be the same as the order in which we post those transactions to your account. We reserve the right to change our order of posting from time to time.

- **Insufficient Funds—**We will not permit withdrawals from your account if there are insufficient funds and we will not be liable for dishonoring a transaction for insufficient funds. You are responsible for the full amount of any overdrawn amount incurred on your account. You agree to reimburse us for any losses we incur in collecting any overdrawn balances.
- **Restrictions on Withdrawal Methods—**You are not permitted to register your account under a credit, debit, gift, or other type of card issued by a third party or another bank. You are not permitted to make withdrawals from your account by creating a check issued by a third party and drawn on your account. If you attempt to make any transactions through any of these payment methods, we will reject or return the transaction without notice to you and may consider such action to be a violation of this

Agreement.

c. Reliance Upon Information Provided—We will rely upon the information you provide, as well as information provided by the external bank sending transfers to you, when we process transfers on your behalf. We are not responsible for the accuracy of this information and are not required to investigate such information prior to initiating a transfer.

VI. FUNDS AVAILABILITY

- 1. Delayed Availability: We may delay the availability of funds from check deposits and other types of deposits for all accounts. During the delay, funds will not be available for withdrawal, but interest will accrue and be paid on such deposits.**
- 2. Day of Deposit: If we receive a deposit before 4:55 pm ET on a Business Day, that Business Day will be the day of your deposit. If we receive a deposit after 4:55 pm ET or on a non-Business Day, the deposit will be considered received on the next Business Day.**

Availability of ACH Transfer:

- Funds received by ACH Transfer initiated through Fruitful from a linked external account will generally be available 3-5 Business Days after you initiate the ACH Transfer, but may be available earlier.**
- Funds received by ACH Transfer initiated from an external account to your account will generally be available on the Business Day we receive the deposit.**

New Customers—You are generally considered a new customer during the initial thirty calendar days after you make your first deposit in your first account you open with us. You will not generally be considered a New Customer, if you already have an account open with us at the time you open a new account.

VII. ELECTRONIC FUND TRANSFER DISCLOSURE AND TERMS

- 1. Electronic Fund Transfer Disclosure and Terms Coverage: Your account is governed by the Electronic Funds Transfer Act and Regulation E. The term “Electronic Fund Transfer” or “EFT” refers to ACH Transfers (including direct deposits). EFTs do not include payments made by wire or check. Additional terms may apply to certain features that include EFT services.**
- 2. Receipts and Statements: You will get a monthly account statement that will show the date, amount, and description of each EFT.**
- 3. Notice of Varying Amounts: If you have recurring debit EFTs that may vary in amount, we or the person you are going to pay will tell you, 10 days before each EFT, when it will be made and how much it will be. You may be given the choice instead to get this notice only when the EFT would differ by more than a certain amount from the previous EFT, or when the amount would fall outside certain limits that you set.**
- 4. Stopping Electronic Fund Transfers: If you have scheduled a recurring debit EFT (also known as a preauthorized transfer), you can stop these transfers by emailing us at support@fruitful.com in time for us to receive your request at least three Business Days before the transfer is scheduled to be made. We will be liable for your losses or damages if we fail to stop a preauthorized transfer requested at least three Business Days before the transfer is scheduled.**

- 5. Liability for Unauthorized Electronic Fund Transfers: Tell us AT ONCE if you believe your Credentials have been lost or stolen, or if you believe that an EFT has been made from your account without your permission.**

Also, if your statement shows EFTs that you did not make, including those made by your Credentials or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- 6. Contact in Event of Lost Credentials, or of Unauthorized EFT: If you believe your Credentials has been lost or stolen, email us at support@fruitful.com**

- 7. Liability for Failure to Complete Electronic Fund Transfers: If we do not complete an EFT to or from your account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. For example, we will not be liable in cases such as, but not limited to, the following:**

- If, through no fault of ours, you do not have enough funds in your account to make the transfer;**
- If you did not provide us with the correct information to make the transfer;**
- If circumstances beyond our control (such as power failure, fire, or flood) prevent the transfer, despite reasonable precautions we have taken; or**
- If your account has been closed.**

- 8. Error Resolution or Questions Regarding Electronic Fund Transfers: In case of errors or questions about your EFTs, email us at support@fruitful.com or write to: Fruitful, 335 Madison avenue, 3rd Fl, New York, NY 10017 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.**

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we require you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provide a provisional credit.

For errors involving new accounts or foreign-initiated transactions, we may take up to ninety days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will notify you of the results within three Business Days after we complete our investigation. If we determine that there was no error, we will send you a written explanation and may reverse any credit provided. You may ask for copies of the documents that we used in our investigation.

VIII. ADDITIONAL TERMS

- 1. Changes in Terms: Accounts or services may change over time. We may delay, discontinue, make changes, or convert your existing accounts and services into new types of accounts and services. We may change the terms of this Agreement from time to time, and the revised agreements will supersede all prior versions. Any changes will be binding on you when we make the revised Agreement available to you. If we are required by law to**

provide you with advance notice and you do not agree with a change, you may close your account before the effective date.

- 2. Security Interest; Right of Set-Off:** You grant us a security interest in any and all of your accounts with us to secure payment of any money that you owe to us. You acknowledge and grant us the right to take funds from any of your accounts with the Bank or our affiliates to cover any money you owe to us (referred to as “right of set-off”). You agree that the security interests you have granted us are consensual and in addition to any rights of set-off. We may exercise our security interest or right of set-off without prior recourse to other sources of repayment or collateral, even if such action causes you to lose interest, incur any penalty, or suffer any other consequence. We will not assert, claim, or exercise any right of set-off against any account receiving a direct deposit of social security or supplemental security income. If the law imposes conditions or limits on our ability to take or set-off funds in your accounts, to the extent that you may do so by contract, you waive those conditions and limits, and you authorize us to apply funds as we deem applicable. We may also exercise these rights against a co-owned account. These rights exist no matter who contributed the funds to the co-owned account. We consider this Agreement as your consent for us asserting our security interest or exercising our right of set-off should any laws governing your account require your consent.
- 3. No Assignment:** Your account is not transferable and is not assignable as collateral for a loan or for any other purpose.
- 4. Ordinary Care:** You agree that any act or omission made by us in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in the state of New York, or any rule or regulation of the state of New York or a federal agency having jurisdiction over the Bank, shall constitute ordinary care.
- 5. Indemnification and Limitation of Liability:** You agree to indemnify and hold us harmless from any losses, damages, suits and expenses, including reasonable attorneys’ fees, which we may incur as a result of taking any action or not taking any action permitted under this Agreement or relying upon your instructions or information from you.

You agree to reimburse us for all claims, costs, losses and damages

(including collection fees) we may incur when you do not have sufficient funds in your account or have returned deposited items to your account.

Except as otherwise required by law, we are not liable to you for claims, costs, losses or damages (i) resulting directly or indirectly from our failure to act, or any delay beyond time limits prescribed by law or permitted by this Agreement, or (ii) caused by your negligence, acts or omissions of third parties, or an event that is beyond our reasonable control, including but not limited to the acts or omissions of third parties, natural disasters, emergency conditions, government action, acts of war, terrorism or civil strife, equipment or communications malfunction. Except as otherwise required by law, we shall be excused from any failure to act or delay as long as such circumstances prevail and we continue to make commercially reasonable efforts to recommence performance.

Our liability to you for a claim is limited to the face value of the item or transaction, or the actual value of any funds not properly credited or debited. We are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind. In any lawsuit brought by you against us or by us against you, the prevailing party in the lawsuit is also entitled to recover reasonable attorney's fees and court costs from the non-prevailing party.

This Indemnification and Limitation of Liability subsection does not, in any case, reduce our liability to you under applicable laws.

- 6. Notice of Negative Information: We may report information about your account to consumer reporting agencies. Information concerning insufficient funds, overdrafts or other defaults on your account may be reflected in your credit or other consumer report.**

Severability; Rights Cumulative; Waiver: If any part of this Agreement is determined to be invalid or unenforceable under applicable law, such determination will not affect the validity or enforceability of the remainder of this Agreement. Our rights under this Agreement are cumulative of all other rights we may have by law or otherwise. We may delay or waive any rights we have under this Agreement in accordance with applicable law. Any waiver by us of any rights under this Agreement or applicable law will

not constitute a waiver of the same or any other right or provision.

IX. ONLINE BANKING

- 1. Online Banking:** This section applies to your use of our website accessed after logging in with your Credentials to view your account, transfer funds, and perform other actions related to your account as described in this Agreement (“Online Banking”). This section does not govern the use of our website to access any non-account products.
- 2. Relation to Other Agreements:** By using Online Banking, you agree to the terms and conditions set forth in this Section IX. Your use of Online Banking is also governed by our eSign Agreement (the “eSign Agreement”) and the Fruitful Website Terms of Use (the “Site Terms”). If this section conflicts with any other provisions of this Agreement or the eSign Agreement, unless specifically stated otherwise in this Section IX or the other agreements, the other agreements will control, to the extent necessary to resolve any conflict or inconsistency. If this section conflicts with the Site Terms, this section will control.
- 3. Access Requirements:** To access Online Banking through our website or will need: (i) a working connection to the Internet via a web browser that is compatible with the latest version of our website; (ii) a unique valid email address; (iii) your login Credentials for our website; (iv) to give consent to the eSign Agreement and Site Terms on our website when you log in; and (v) to provide any other information specified on our website when you log in. In the case of a co-owned account, each account owner must have a unique valid email address and login credentials for our website and separately consent to the eSign Agreement and Site Terms posted on our website.
- 4. Prohibited Uses; Termination or Suspension:** As a condition of using Online Banking, you represent and warrant to us that you will not use it for any purpose that is unlawful or is not permitted, expressly or implicitly, by

the terms of this Agreement or by any applicable law or regulation. Further, you will not use Online Banking on behalf of any other party. If you close all accounts with us or withdraw your consent to the eSign Agreement, you will no longer have access to Online Banking. We may suspend, terminate, or limit your use of Online Banking for any reason and without notice. Upon suspension or termination, any scheduled transactions you established through Online Banking may not be completed. Our suspension, termination, or limitation of access to Online Banking will not affect any obligations or liabilities you may have under this Agreement. If there is no activity in your account for a period of time, we may suspend your access to Online Banking.

Online Banking may also be limited as a security precaution. We may restrict Online Banking access in specific jurisdictions or countries where such use would be contrary to applicable laws or regulations.

5. **Account Statements Available Through Online Banking:** Your account statement will be accessible to you through Online Banking for a maximum of thirteen months. You may request older account statements by contacting Customer Service.

Liability for Service Interruptions: Online Banking may not be available due to maintenance or malfunctions or failures of software, equipment, or telecommunications devices. Online Banking may also be interrupted as a result of things beyond our reasonable control, such as loss of power, failure or interruption of communication or transportation facilities, riots, strikes, or civil unrest. You agree that we shall not be responsible for any loss, damages, costs, or expenses that you may suffer or incur as a result of the unavailability of Online Banking, regardless of whether it could be shown that we could have reasonably prevented or reduced the duration of such unavailability. We shall also not be responsible for any loss, damages, costs, or expenses which you may suffer or incur as a result of your inability to access Online Banking, through your computer or mobile device. If this subsection conflicts with other provisions of this Agreement as applied to service interruptions for Online Banking, this section will control.

X. DISPUTE RESOLUTION; AGREEMENT TO ARBITRATE; CLASS ACTION WAIVER

If a dispute cannot be resolved informally, this section explains how claims (initiated by you or us) will be resolved.

- 1. Definitions: For purposes of this section, “Claim” means any current or future claim, dispute, or controversy relating in any way to this Agreement or your accounts, except for the validity, enforceability, or scope of the arbitration provision. Claims include: (i) initial claims, counterclaims, cross claims and third-party claims; (ii) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (iii) claims by or against any third party using or providing any product, service, or benefit in connection with this Agreement or your accounts; and (iv) claims that arise from or relate to (A) this Agreement, (B) your accounts, (C) advertisements, promotions, or statements related to this Agreement or your accounts, (D) your application to open an account, or (E) consumer reporting or inquiries related to your account.**
- 2. Claim Notices: Before beginning a lawsuit, mediation or arbitration, you and we agree to send a notice (a “Claim Notice”) to each party against whom a Claim is asserted. The Claim Notice will give each party a chance to resolve the dispute informally or in mediation. The Claim Notice must include: (i) your name, address, and phone number, (ii) description of the Claim, and (iii) the specific relief demanded. Notice to you may be sent to**

your current mailing address or email address (if you have elected electronic notices) on record with the Bank. Your Claim Notice must be sent to Fruitful 335 Madison Avenue, 3rd Fl New York, NY 10017.

3. Mediation: In mediation, a neutral mediator helps parties resolve a Claim. The mediator does not decide the Claim, but helps parties reach agreement. Within 30 days after sending or receiving a Claim Notice, you or we may submit the Claim to JAMS (1-800-352-5267, jamsadr.com) or AAA (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court, and not subject to discovery. All applicable statutes of limitation will be tolled until termination of the mediation. Either party may terminate the mediation at any time. The submission or failure to submit a Claim to mediation will not affect your or our right to elect arbitration.

4. Arbitration:

a. Either party may elect to resolve any Claim by individual binding arbitration. Claims will be decided by one neutral arbitrator who will be a retired judicial officer or an attorney with at least 10 years of experience. If both parties agree, we may select another person with different qualifications.

b. If arbitration is chosen by any party, neither will have the right to litigate that claim in court or have a jury trial on that claim. Further, neither party will have the right to participate in a representative capacity or as a member of any class pertaining to that claim. Arbitration procedures are generally simpler than court rules, and discovery is more limited. Other rights available in court may not be available in arbitration. The arbitrator's decisions are final and binding, and subject to limited review by a court.

c. Before beginning arbitration, you or we must first send a Claim Notice. The party electing arbitration must choose to arbitrate before either JAMS or AAA. However, if we select the organization, you may choose the other organization if you inform us of that choice within thirty days after we elect arbitration. Claims may be referred to another organization, if both parties

agree in writing or an arbitrator is appointed pursuant to Section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA").

d. Claims will be resolved pursuant to this section and the selected organization's rules in effect when the Claim is filed. If the rules conflict, the terms of this Agreement will apply. Contact JAMS or AAA to begin an arbitration or for other information.

e. We will not elect arbitration for any Claim you file in small claims court if the Claim is individual and pending only in that court. You or we may elect to arbitrate at any time, unless it has been filed in court and trial has begun or unless final judgment has been entered. Delay of enforcement or not exercising rights under this arbitration provision does not waive the right to exercise or enforce those rights.

f. This arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations, and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the limitations of this section, the arbitrator may award any relief available in court. Any award of punitive damages will be subject to the same limitations as an award of punitive damages in court. The arbitration will be confidential, but you may notify any government authority of your Claim. Judgment upon any arbitration award may be entered in any court having jurisdiction.

g. We will pay any fees charged by JAMS or AAA in connection with any Claims. You will be responsible for any other costs that you incur in connection with any Claim.

h. If we make a final written settlement offer before the arbitrator is selected and the arbitrator rules in your favor for an amount greater than that final offer, or if we do not make a final written settlement offer before the arbitrator is selected and the arbitrator rules in your favor on the merits of your Claim, then the arbitrator's award will include: (i) any money to which you are entitled, but in no case less than \$10,000; (ii) twice the amount of your reasonable attorneys' fees or the amount of attorneys' fees to which you are entitled under applicable law, whichever is greater; and (iii) your costs for expert and other witness fees. If we prevail in arbitration, we will not seek recovery of attorneys' fees even if permitted under applicable law.

i. Please note that if you do not want this arbitration provision to apply to you, you must opt-out as provided below. Even if you have previously opted-out of arbitration for a different product or service offered by Fruitful, you must separately opt out of this arbitration provision if you do not want it to apply to you because Goldman Sachs Bank USA manages your arbitration opt-out at the product or service level.

5. Arbitration Opt-Out; Your Right to Reject Arbitration: You may reject this arbitration provision by emailing us at hello@fruitful.com stating the following in your notice (a “Rejection Notice”): (i) your name, (ii) your address,

(iii) your phone number, (iv) that you are exercising your right to reject arbitration under this subsection, and (v) the account numbers for which you are exercising your right. Your rejection notice must be received within 90 days after opening the account for which you are exercising your right to reject arbitration. If your rejection notice complies with these requirements, the arbitration provision in this Agreement will not apply to any accounts in which you exercised your right. Your rejection notice will not apply to any claims subject to pending litigation or arbitration at the time you send your notice. 6. Class Action Waiver and Other Limitations on Arbitration: If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis, in a representative capacity, on behalf of the general public, other account owners, or other persons. The arbitrator’s authority is limited to Claims between you and us alone. Claims may not be joined or consolidated unless both parties agree in writing. Any arbitration award will be confidential, and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Despite any other provision and without waiving the right to appeal such decision, if any portion of this subsection is deemed invalid or unenforceable, then it will not apply.

7. Survival and Severability of Dispute Resolution Provision: This section will survive the closing of your account and the termination of any relationship between us, termination of this Agreement, any legal proceeding relating to your accounts, any bankruptcy or receivership, and any sale or assumption of this Agreement, your account, and all rights thereunder. In the case of a sale or assumption of this Agreement, the buyer will be bound by and may enforce the terms of this section on your account and all rights thereunder. If any portion of this section is deemed

invalid or unenforceable, it will not invalidate the remaining provisions of this section or of this Agreement.

