

Fruitful Deposit Account Agreement and Schedule of Fees

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AGREEMENT FOR YOUR ACCOUNT 4
Account Funding 4
Account Opening 4
Changes to This Agreement 4
Closing an Account 4
Compliance with Laws and Regulations 5
Governing Law 5
Information You Give Us 5
Number of Accounts 5
Personal Information 5
Privacy Policy 5
Service Fees 5
Statements 5
Telephone Calls: Calling, Monitoring and Recording 5
I. GENERAL INFORMATION AND ACCOUNT TERMS 6
Accepting Deposits 6
Account Balance 6
Account Dormancy and Escheatment 6
Account Ownership 6
Automated Clearing House (“ACH”) Account Funding 6
Adjustments 6
Available Balance 6
Beneficiaries 6
Business Days and Cutoff Time 7
Business Purpose 7
Conflicting Demands/Disputes 7
Death or Incompetence 7
Foreign Currency 7
Legal Process 7
Mailed Deposits 8
Overdrafts 8
Our Receipt of Deposits 8
Prohibited Transactions 8
Power-of-Attorney 8
"Restricting" Your Account 8
Right to Setoff 9
Stop Payment Requests 9
II. FUNDS AVAILABILITY 9
Your Ability to Withdraw Funds 9
Determining the Availability of a Deposit 9
Same-Day Availability 9
Longer Delays May Apply 9

III. TRUTH IN SAVINGS DISCLOSURES 9
Interest 9
Minimum Balance Requirements 10
Deposit Account Types 10
Fruitful Cash Account 10
Fruitful Card Mastercard® 10
Fruitful Savings Account 11
IV. ELECTRONIC FUND TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS 11
Limits on ACH Transactions 11
Types of Electronic Funds Transfers Available 11
Right to Receive Documentation of Electronic Funds Transfers 12
Direct Deposit Information 12
Right to Stop Payment of Preauthorized Transfers 12
Notice of Varying Amounts 12
Liability for Failure to Stop Payment of Preauthorized Transfer 12
Your Liability for Unauthorized Transfers 12
Our Liability for Failure To Complete Transactions 12
Confidentiality 13
Information About Your Right to Dispute Errors 13
V. ADDITIONAL LEGAL TERMS 13
Intellectual Property Rights 14
Illegal, Fraudulent or Improper Activity 14
Suspension and Reinstatement 14
Disclaimer 14
Indemnification 14
Limit On Liability 14
Limitation on Time to Sue 15
Waivers 15
VI. ARBITRATION 15
SCHEDULE OF FEES 16

AGREEMENT FOR YOUR ACCOUNT

Welcome to your Fruitful Deposit Account and thank you for allowing us to help you figure out your finances!

This Deposit Account Agreement, together with the Fruitful Privacy Notice, Emigrant Bank Privacy Policy, Fruitful Terms of Use, Fruitful Membership Agreement and any additional disclosures, amendments, or addenda we provide to you, constitutes the "Agreement" that governs your demand deposit Account(s) ("Account," "Fruitful Deposit Account," or "Fruitful Account"). Your Account is made available by Emigrant Bank, (the "Bank" or "Issuer"), member of the Federal Deposit Insurance Corporation ("FDIC") on behalf of Fruitful Financial, LLC., the program administrator responsible for managing the Fruitful Deposit Account.

In this Agreement, the terms "Emigrant Bank," "Emigrant," "we," "us," and "our" refer to the Bank. The terms "you" and "your" refer to the authorized owner of the Fruitful Deposit Account.

When we say "Fruitful," we mean Fruitful Financial, LLC, a wholly-owned subsidiary of its parent company, Fruitful Inc. Fruitful is an affiliate of Fruitful Advisory, LLC, a SEC Registered Investment Adviser. When we say "We may" or "Fruitful may" do something, that means you authorize Fruitful or the Bank and agree to such action.

A Fruitful Account may only be opened via the Fruitful mobile application ("Fruitful App") or by applying online via the Fruitful Website ("Fruitful Website"). You must have the hardware and software required for you to open and access your Fruitful Account, as described in the Fruitful E-SIGN Agreement.

By providing an electronic signature at account opening or continuing to hold an Account with us, you accept and agree to be bound to the terms and conditions of the most recent version of this Agreement. Please read this Agreement carefully and keep a copy for future reference. This Agreement is periodically revised and always available for your reference at https://www.fruitful.com/legal. You agree to appoint the Bank as your agent to pool the funds in your Fruitful Deposit Account with funds from the holders of other Deposit Accounts and to then deposit those funds in one or more FDIC-insured banks and to obtain your funds from the pooled funds account(s) in order to transfer your funds as you may direct.

You further represent and warrant to us that:

- you are at least 18 years of age (or older if you reside in a state where the majority age is older);
- you are a U.S. citizen or legal alien;
- you are residing and have a verifiable street address (not a P.O. Box) in the fifty (50) states of the United States ("U.S."),the District of Columbia, or the U.S. Territories of Puerto Rico, U.S. Virgin Islands or American Samoa;
- the personal information that you provide in connection with the Fruitful Deposit Account is true, correct, and complete;
- you received a copy of this Agreement and agree to be bound by and to comply with its terms;
- you have a Fruitful membership in good standing.

NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.

Account Funding

You agree to fund your Account within sixty (60) days of opening, or Fruitful or the Bank may close the Account.

Account Opening

Fruitful or the Bank reserve the right to not open an account that does not meet the eligibility requirements or is believed to violate the terms of this Agreement.

Changes to This Agreement

We may add to, delete, or change the terms of this Agreement at any time and without prior notice unless otherwise required by law. Fruitful or the Bank will give you reasonable notice in writing or by any method permitted by law of an adverse change to this Agreement. We may, but do not have to, notify you of any changes that we make for security reasons or that we believe are beneficial or not adverse to you.

When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your Account. If you continue to use your Account or keep it open, you are deemed to accept and agree to the change and are bound by the change. If you do not agree with a change, you may close your Account as provided in this Agreement.

Closing an Account

You agree to notify Fruitful of your intention to close your Account. Your Account will be closed if your Fruitful membership has been closed or terminated. After an Account is closed, neither Fruitful nor the Bank has an obligation to accept deposits or pay any outstanding items or other debits but may do so at our option. You agree to hold Fruitful and the Bank harmless for refusing to honor any item or other debit on a closed Account.

For security reasons, we may close your Account and require you to open a new Account if there has been a forgery or fraud reported or committed involving your Account or you have violated any other provision of an agreement you have with Fruitful or the Bank.

Fruitful and/or the Bank reserves the right to close your Account for any reason or without cause, with or without prior notice to you. Neither Fruitful nor the Bank need not advise you of the reason for taking this action. If your Account is closed by you, Fruitful, or the Bank, any remaining Account balance greater than $1.00 will be returned to you to a linked bank account on file within fourteen (14) days. If you do not have a linked bank account or a closing transfer is returned, the remaining balance will be sent by mail to the address on file via a single Emigrant Bank Official Check Cashier's Check for the Account balance payable to the Account owner(s), subject to any right we may have under any agreement covering the Account or our right of setoff. Any remaining balance in the account or unposted accrued interest that is less than $1.00 will be forfeited.

Compliance with Laws and Regulations

When you do business with Fruitful and the Bank, you agree to all applicable laws, regulations or ordinances, and orders of governmental and governing authorities, including federal and state privacy laws and anti-money laundering laws. You agree not to use your Account or any services provided by Fruitful or the Bank for any unlawful purpose.

Governing Law

This Agreement is governed by federal laws and, when applicable, the laws of the State of New York.

Information You Give Us

When you open an Account with us, you give Fruitful and the Bank information about yourself and certify that such information is correct and this information is retained for record-keeping requirement purposes. You acknowledge Fruitful and the Bank will rely on the accuracy of such information you provide and agree to notify Fruitful immediately of any changes to any information you previously provided.

Number of Accounts

We reserve the right to limit the number of deposit accounts that an individual can hold as a named owner (individual or joint) at any given time. The limit established is subject to change at our discretion without prior notice unless otherwise required by law.

Personal Information

Federal law, including the USA PATRIOT Act, requires all financial institutions to obtain, verify and record information that identifies each person who opens an Account. When you apply for an Account, we will ask for your legal name, residential address, date of birth, and Social Security Number (SSN), and other information that will allow us to identify you. Either Fruitful or the Bank may require one or more forms of unexpired, government-issued photo identification. We may validate the information you provide to us to ensure we have a reasonable belief of your identity. If Fruitful and the Bank are not able to verify your identity to their satisfaction, the Account will not be opened, or we may close any existing Account(s).

Privacy Policy

Fruitful and the Bank recognize, respect, and protect the personal privacy rights of all our customers and work diligently to safeguard your privacy. Fruitful and the Bank are committed to providing the highest level of security and privacy regarding the collection and use of our customer's personal information, as well as the personal information of consumers who visit the Fruitful App or Fruitful Website.

The Fruitful Privacy Policy, the Emigrant Bank Privacy Notice, and the Fruitful Privacy Notice pertaining to your Fruitful Account may be found at https://www.fruitful.com/legal and explains how Emigrant and Fruitful use and protect the information about our Fruitful Account customers. We ask that you read it carefully.

Service Fees

You agree to pay the fees associated with your Account and services as shown on the Schedule of Fees herein. Fruitful or the Bank will deduct any fees owed directly from the Account balance as they are incurred. Neither Emigrant nor Fruitful will be liable for the dishonor of any items resulting from the deduction of any fees as authorized by this Agreement. We may offer additional products, services, and features from time to time, and the fees for those offerings will be disclosed to you when they are offered. In addition to the fees shown on the Schedule of Fees, there are some situations where a third party may charge you additional fees.

Statements

You will be able to review your Account statements through the Fruitful App or Fruitful Website. You should carefully review your transaction history and statements and notify us as soon as possible if there are any errors. If you do not, you may be responsible for unauthorized transactions as described herein.

Telephone Calls: Calling, Monitoring and Recording

For our mutual protection and to enable us to provide better service to you, we may monitor and/or record, and retain any of our

telephone conversations in accordance with applicable laws.

I. GENERAL INFORMATION AND ACCOUNT TERMS

Accepting Deposits

You authorize Fruitful and the Bank to accept items for deposit to your Account if they are made payable to you. You also authorize Fruitful and the Bank to deposit to your Account direct deposits, automated clearinghouse entries, or other forms of credit received for your benefit.

Account Balance

Account Balance is the aggregate amount of funds in an Account according to our records. It includes electronic credits and all cash and other deposits, pending and posted, even if we have not yet received credit for some or all deposited items from the funding institution. Your Account Balance may be different from your Available Balance.

Account Dormancy and Escheatment

We may define inactive ("Inactive") as no customer-initiated activity and no contact between the customer and us for a minimum period of 24 months. If your Account is dormant, we may hold all statements on your Account, but our routine maintenance, service, and other fees will continue to be assessed except where prohibited, and ATM and POS access may be blocked. Each state has laws that govern when accounts are considered "abandoned" and when we are required to send a customer's funds to the state. This definition may not be consistent with the laws of your state; however, in accordance with New York State law, if an account remains in an inactive status for three years, the funds are considered dormant and abandoned. We will attempt to notify the authorized owner(s) of the Dormant Account, using the contact information on file, in accordance with governing law, if your Account may be at risk of being transferred to the state. We will surrender the funds in your dormant Account to the state of your last known address on file if the Account remains dormant for the period designated by that state. Once the Account is turned over to the state, you may reclaim the funds by presenting adequate proof of ownership to the appropriate state. We will have no further liability to you for such funds. When the funds in your Account are delivered to the state, your Fruitful Cash Account is closed. We encourage you to make sure your Accounts remain active, so you have full use of your Account and avoid the potential of having your Account funds transferred to the state as "abandoned or unclaimed property."

Account Ownership

The Fruitful Deposit Account may only be owned and titled in the name of two persons who may deposit, transfer, or withdraw funds. The Fruitful Deposit Account cannot be owned or titled by an organization, as Payable on Death ("POD") or "In Trust For" ("ITF"). For joint accounts, each account owner has access to the joint account, and may take any action or initiate any transaction (including withdrawing funds) or close the account. Account Owners can only be changed by closing the account and opening a new account.

Automated Clearing House ("ACH") Account Funding

ACH Funding will be posted upon final credit from the external funding source; typically, 2-3 business days after the transfer is initiated. For funds availability, see the "Fund Availability" section.

Adjustments

If funds are deposited or transferred into your Account(s) by mistake or otherwise, we may correct the situation by deducting the deposit amount from your Account(s) without prior notice. If there are not enough funds in your Account(s) at that time, your Account(s) could become overdrawn. See the "Overdrafts" and "Right to Set Off" sections below for more information about what could occur if your Account has a negative balance.

Available Balance

Available Balance is the amount of funds available for withdrawal and authorizing transactions. Your Available Balance may be different from your Account Balance. The Available Balance is reduced by 1) the amount of pending transactions, such as a point-of-sale transaction; 2) funds on hold in accordance with our funds' availability policy; 3) our receipt of notice that a transaction will be presented or returned; 4) our receipt of legal process relating to your Account; or 5) if you have opened a Fruitful Card, the unpaid card balance set aside in reserve in your deposit account. For further information, see the Fruitful Secure Charge Card Agreement which may be found at https://www.fruitful.com/legal.

Beneficiaries

A beneficiary is a natural person designated by the account owner(s) to receive the funds in the deposit account upon the death of the last surviving account owner, subject to the terms and conditions set forth in this agreement. Only a natural person can be designated as a beneficiary and must be added via the Fruitful App or website with all required fields completed. Each account may have up to four (4) beneficiaries designated. In the case of joint accounts, each owner will have the ability to add and remove beneficiaries while still being limited to four (4) beneficiaries per account. In the event of the death of one (1) account owner, the surviving account owner will become the sole owner of that account and any beneficiaries listed will remain, regardless of which account owner added them, unless removed by the surviving account owner. Account owner(s) can remove or add beneficiaries at any time via the Fruitful App or website. Fruitful and the Bank reserve the right to require completion of specific forms and documentation to establish or modify beneficiary designations.

The designation of a beneficiary does not grant the beneficiary any ownership interest in the account during the lifetime of the account owner(s). The account owner(s) retain full control over the account, including the right to deposit, withdraw, pledge, or close the account without notice to or consent from any beneficiary. Upon the death of the last surviving account owner, the funds in the account will be payable to the designated beneficiary(ies), subject to:

- The Bank's receipt of satisfactory proof of death;
- Verification of the beneficiary's identity;
- Compliance with applicable laws and regulations; and
- Fruitful and the Bank's right to offset any debts owed to the Bank and Fruitful by the deceased account owner(s).

If multiple beneficiaries are designated, distributions will be made per the percentages set by the account owner or in equal shares if no percentages are set. If a designated beneficiary predeceases the account owner(s), the share of the deceased beneficiary will be distributed equally among any surviving beneficiaries.

Business Days and Cutoff Time

For the purposes of this Agreement, Business Days are Monday through Friday, excluding any U.S. federal holidays, and on any day on which any applicable securities exchange is not open during its regular business hours. Except as otherwise expressly provided in this Agreement, requests/items received on a weekend, holiday, or after our cutoff hour on a business day may be treated and acted upon as if received on the next business day.

Business Purpose

You agree to only use your Account for personal, family or household purposes and not to use your Account for business purposes. We may, in our sole discretion, close your Account if it is determined that it is being used for business purposes.

Conflicting Demands/Disputes

If there is any uncertainty regarding the ownership of a Fruitful Deposit Account or its funds, there are conflicting demands over its ownership or control, Fruitful or the Bank are unable to determine any person's authority to give instructions, Fruitful or the Bank are requested by Adult Protective Services or any similar state or local agency to restrict the Account or reject a transaction due to the suspected financial abuse of an elder or dependent adult, or either Fruitful or the Bank believe a transaction may be fraudulent or may violate any law, we may, at our sole discretion: (i) restrict the Account and refuse transactions until proof is obtained (satisfactory in form and substance) of each person's right and authority over the Account and its funds; (ii) refuse transactions; (iii) require the signatures of the authorized signer for the withdrawal of funds, the closing of an Account, or any change in the Account ; (iv) request instructions from a court of competent jurisdiction at your expense regarding the Account or transaction; and/or (v) continue to honor transactions and other instructions provided by the person who appears as the authorized signer according to Account records. The existence of the rights set forth above shall not impose an obligation on either Fruitful or the Bank to assert such rights or to deny a transaction.

Death or Incompetence

Until Fruitful or the Bank receives notice of death or incompetency, we may act with respect to any Account or service as if you are alive and competent and will not be liable for any actions or inactions taken on that basis. We may act on established instructions unless we receive written notice of death or competency before honoring such instructions.

Once notice is received that the owner of an Account has died or been declared incompetent, we may place a hold on the Account and refuse to accept deposits or permit withdrawals. We may hold any funds in the Account until the successor's identity is confirmed. If a deposit including salary, pension, Social Security, and Supplemental Security Income (SSI) – payable to the deceased owner is credited to the Account after the date the deceased owner died, we may debit the Account for the deposit and return it to the payer.

All joint accounts are owned by the account owners with right of survivorship, meaning if one of the account owners passes away the funds in the account belong to the surviving account owner.

Foreign Currency

Neither Fruitful nor the Bank accept deposits in foreign currency. Any physical deposits in foreign currency, cash, or check, will be sent back to the address on file for the Account holder.

Legal Process

We may comply with any legal process, including any writ of attachment, execution, garnishment, tax withholding order, levy, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture, or other similar order or a legal process which we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for our record research, photocopying, and handling costs by the party that served the process, we may charge such costs to your Account, subject to applicable law. You agree to reimburse us for any cost or expense, including attorney fees, which we incur in responding to the legal process related to your Account. You agree that we may honor the legal process that is served personally, by mail, email, or facsimile transmission at any of our offices (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the

office where your Account or records are maintained. We may hold and turn over funds or other property to the court or creditor as the legal process directs, subject to our "Rights to Setoff."

Mailed Deposits

Neither Fruitful nor the Bank accept, or process deposits mailed to their offices. An attempt will be made to return any items that may be received by mail for deposit to the Account address on file; however, neither Fruitful nor the Bank is responsible for any deposits, including cash that may be lost in the mail.

Overdrafts

If any Item or other debit presented will overdraw the available Account Balance, you are responsible for the overdraft amount. If your Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Fruitful Deposit Account has a negative balance for an extended period of time and you have another Account with either Fruitful or the Bank, either reserves the right to exercise the Right to Setoff. See the "Right to Setoff" section below for details. If your Fruitful Deposit Account has a negative balance for thirty (30) calendar days or more, it will be closed. Fruitful and/or the Bank reserve the right to close your Fruitful Deposit Account and any associated accounts if you overdraw your Fruitful Deposit Account in violation of these terms. If Fruitful and/or the Bank pay Items or permit withdrawals that overdraw the available Account Balance (whether once or repeatedly), it is done at its discretion without any obligation to continue to do so.

Our Receipt of Deposits

In receiving deposits, we act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care. All deposits are posted to your Fruitful Deposit Account conditionally and only if the item is payable in U.S. dollars, subject to our receipt of final payment. If final payment is not received on any item you deposited to your Account, or if any direct deposit, automated clearinghouse deposit, or electronic fund transfer to your Account is dishonored by the issuing financial institution for any reason, you agree to pay the amount of the dishonored deposited funds, and you authorize either Fruitful or the Bank to debit your Account, without prior notice and at any time, for the amount of the returned item or other deposit. We may also use any other legal remedy to recover the amount you owe. Neither Fruitful nor the Bank is responsible for any transactions until it is actually received and posted to your Account. Neither Fruitful nor the Bank is liable for the default or negligence of our duly selected agents or correspondents nor for losses in transit.

Prohibited Transactions

Fruitful and the Bank strictly prohibit the use of any Account to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft, or similar instrument, or the proceeds of any foregoing) related, directly or indirectly, to federally controlled substances or other illegal activity, as well as gambling. You agree not to conduct any transactions through the Account which directly or indirectly involve or are related to federally controlled substances, or other illegal activity including, without limitation, the acceptance or receipt of any funds or deposits in connection therewith.

Power-of-Attorney

You may give another person authority to conduct transactions on your Fruitful Deposit Account on your behalf by giving them power of attorney (in such capacity, your "Agent'). You, as the Account owner and person executing the power of attorney document are known as the "Principal." We may refuse to accept a Power-of-Attorney for reasonable cause, and we may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive, competent (if the power of attorney is not durable) and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible for notifying us if an affidavit presented to us is untrue or misleading or if the Agent exceeds the authority granted by the Principal in the power of attorney or if the authority has been revoked. The Agent is required to notify us in writing if the Principal dies or is declared incompetent (if the Power of Attorney is not durable). The power of attorney will continue in force until a) we receive written revocation from the Principal; b) we receive written notification of the Principal's death; or c) we receive written notification of the death or incapacity of the Agent; and have a reasonable opportunity to act on such notice. We have no duty to monitor or insure that the acts of your Agent are for your benefit. We will not be required to follow the instructions of your Agent unless you have furnished us a Power of Attorney.

The Fruitful Deposit Account may only be owned and titled in the name of two persons who may deposit, transfer, or withdraw funds. The Fruitful Deposit Account cannot be owned or titled by an organization, as Payable on Death ("POD") or "In Trust For" ("ITF").

"Restricting" Your Account

If either Fruitful or the Bank decides to close your Account, we may restrict it prior to closure. If the account is restricted, we may, at our discretion, either accept or return deposits and other items that we may receive after the Account is restricted without being liable to you. If at any time either Fruitful or the Bank believe that your Account may be subject to irregular, unauthorized, fraudulent, or illegal activity, we may, in our discretion, restrict the funds in the Account and in other Accounts you maintain, without liability to you, until such time an investigation of the Account and transactions can be completed. If the funds in your Account are restricted, you will be provided with a notice. We may not provide this notice to you prior to restricting the Account if it is believed that such notice could result in a security risk to either Fruitful, the Bank, or the owner of the funds in the Account.

The following is a list of some reasons we may restrict and 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 Deposit account for 60 consecutive days;
- You fail to fund your account within the specified timeframe after opening;
- 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.

Right to Setoff

You agree that either Fruitful or the Bank has the right (without prior notice and when permitted by law) to set-off the funds in a Fruitful Deposit Account against any amount due and payable by you. This right of set-off does not apply to your Account to the extent restricted or prohibited by law or contract. If you have a negative balance in your Account, the negative balance will automatically be deducted from any current or future funds on this or any other Account you have or maintain.

Stop Payment Requests

To stop a recurring ACH transfer to a merchant you preauthorized to debit your Fruitful Deposit Account, please contact the merchant to request cancellation of the recurring payment.

If the merchant with whom you arranged recurring transfers from your Fruitful Account is unable or unwilling to stop the transfer, call Fruitful at 1(833) 784-8050 or email Fruitful at support@fruitful.com to request a stop on such payment. Your request to stop payment must be received at least three (3) business days before the payment is scheduled to be made. If you order Fruitful to stop a pre-authorized payment three (3) business days or more before the transfer is scheduled, and Fruitful does not do so, Fruitful will be liable for your losses or damages.

We will accept a stop payment order for a Cashier's Check only if it has been lost, stolen, or destroyed. We will not issue a replacement check sooner than 90 days after the issue date of the Cashier's Check.

II. FUNDS AVAILABILITY

Your Ability to Withdraw Funds

The availability of funds varies depending on the type of deposit made to your Account.

Determining the Availability of a Deposit

The length of the delay in the availability of funds is counted in business days from the day your deposit is applied to your Account. For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included. Deposits received by 4:55 PM Eastern Time will be considered current-day deposits. Any deposits received after that time will be processed the following business day.

Same-Day Availability

Funds received from preauthorized electronic payments such as payroll direct deposits or other preauthorized electronic payments will be available on the day the deposit is applied to your Account. ACH Credits received from an external bank account will be applied to the Account when we have verified the external Account and received payment on collected funds.

Longer Delays May Apply

Electronic transfers deposited into your Account initiated through the Fruitful App or Fruitful Website may take up to five (5) business days from the date of the initial request but will post on the payment date of the deposit once the money has reached us. Longer delays may occur if we have reason to believe a payment may not post.

III. TRUTH IN SAVINGS DISCLOSURES

The Fruitful Deposit Account is an interest-bearing deposit account. This disclosure describes the terms, services and the interest calculation with respect to the Fruitful Deposit Account opened through the Fruitful App and Fruitful website. This Truth in Savings disclosure refers to the Schedule of Fees herein.

Interest

The following information applies unless otherwise specified in the description for your account type:

Rate Information: The interest rate and corresponding annual percentage yield ("APY") for the Fruitful Deposit Account is variable and is set at our discretion.

- Your interest rate and APY may change.
- Fees may reduce earnings.
- At our discretion, we may change the interest rate on your account at any time.

Your Fruitful Membership Tier determines the interest rate and APY applicable to your Account. Your current Membership Tier will be available in the Fruitful App and shown on your monthly Account statement. A change in your Membership Tier will affect your interest rate and APY beginning on the next posting day after Fruitful processes the Tier change. For this purpose, each posting day ends at 5:00 p.m. Eastern Time.

If you participate in the Fruitful Premium Trial and do not enroll in a paid Tier before your Trial End Date, your Membership will convert to the Fruitful Membership on the Trial End Date. The interest rate and APY applicable to the Fruitful Membership will begin on the next posting day.

Balance Computation Method: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the balance in the account each day.

Compounding and Crediting: Interest is compounded daily and calculated on a 365/366 day basis. Interest is credited on a monthly basis.

Accrual of Interest on Noncash Deposits: Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items. Interest stops accruing upon the initiation of account closure.

Minimum Balance Requirements

There is no minimum amount required as an initial deposit to open a Fruitful Deposit Account.

Right to Require Advance Notice of Withdrawals: For all savings accounts and all interest-bearing checking accounts, we reserve the right to require seven days' prior written notice of withdrawal. Although we usually pay withdrawals or checks without prior notice on these accounts, doing so does not mean that we give up that right.

Account Limitations: Owners of individual accounts are limited to an aggregate maximum balance of $2,000,000 across all of their Fruitful accounts. 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, including 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 ACH to the originating account (the account that funds came from) or a check to the address on file.

Transaction Limitations:

Minimum and maximum withdrawal limitations apply. See Limits as specified within this Agreement.

REFER TO THE ACCOUNT DESCRIPTION FOR YOUR ACCOUNT TYPE BELOW FOR ADDITIONAL IMPORTANT INFORMATION REGARDING YOUR ACCOUNT.

Deposit Account Types

Fruitful Cash Account

Account Features:

- Interest-bearing account based on Fruitful Membership Tier:
  - Solo, Joint, Plus, Essential, or Premium Membership: 3.92% interest rate and 4.00% APY
  - Fruitful Premium Trial: 3.92% interest rate during the three-month Trial Period. Unless you enroll in Premium before your Trial End Date, the Fruitful Membership interest rate, currently 2.96%, will apply after the Trial Period. APY of 3.25%. If you enroll in Premium before your Trial End Date, the Premium interest rate and APY will apply.
  - Fruitful Membership: 2.96% interest rate and 3.00% APY
  - The interest rates and APYs are variable and may change at any time at the Bank's discretion.
- No annual fee
- Access to a Fruitful Card and Rewards
  - See Fruitful Card Rewards Programs Terms and Conditions for details

Minimum Balance Required to Open the Account: None

Monthly Maintenance Fees: None

Fruitful Card Mastercard®

By opening a Fruitful Cash Account, you have the option to open a Fruitful Card, a secured charge card. If you choose to open a Fruitful Card, the available credit on your Fruitful Card at any given time is equal to the "available balance" in your Fruitful Cash Account. For further information, see the Fruitful Secure Charge Card Agreement which may be found at https://www.fruitful.com/legal.

Fruitful Savings Account

Fruitful Savings Accounts are no longer available to open. The following terms apply to existing Fruitful Savings Accounts.

Account Features:

- Interest-bearing account based on Fruitful Membership Tier:
  - Solo, Joint, Plus, Essential, or Premium Membership: 3.92% interest rate and 4.00% APY
  - Fruitful Membership: 2.96% interest rate and 3.00% APY
  - The interest rates and APYs are variable and may change at any time at the Bank's discretion.
- No annual fee

Minimum Balance Required to Open the Account: None

Monthly Maintenance Fees: None

IV. ELECTRONIC FUND TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS

Your Account number and routing number can be used for preauthorized direct debits ("ACH Debit(s)") from merchants, internet service or other utility service providers ("Merchants") and for the purpose of initiating direct deposits ("ACH Credits") to your Account.

The recipient's name on any direct deposit(s) or ACH Credit(s) must match the name(s) on the Account. Any direct deposits received in a name other than the name registered to the Account may be returned to the originator. Either Fruitful or the Bank may, in its discretion, permit certain government transfers so long as one recipient on the transfer matches the name(s) on the Account (e.g., tax returns for jointly filed returns).

Limits on ACH Transactions

Cut-off Time – Any transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day.

Transaction Type	Cut-off Times
ACH Debits initiated from the Fruitful App or Fruitful Website to another bank account you own.	4:00 pm ET - Recurring Transfers 4:00 pm ET - One-time Transfers
ACH Credits initiated from the Fruitful App or Fruitful Website to another bank account you own.	4:00 pm ET

ACH Limits – The limitations to the amount of funds that can be transferred from your Account per day are as follows:

Transaction Type	Frequency and/or Dollar Limits
ACH Debits initiated from the Fruitful App or Fruitful Website to another external bank account you own	No limits to the number of times per day Up to $75,000 per day No limits to the number of times per month Up to $250,000 per month
ACH Credits initiated from the Fruitful App or Fruitful Website to another bank account you own*	No limit to the number of times per day No limit to the number of times per month No limit to amount of ACH Credits
*Acceptance of ACH Credits may vary by financial institution. Please contact the institution you wish to send funds to prior to initiating an ACH Credit to determine if restrictions apply.	
We may change these limits with notice to you. To determine the current limits that apply to you, you can access them via the most up to date version of this agreement located on the Fruitful Website, or contact Fruitful Hospitality Desk by emailing support@fruitful.com.	

Types of Electronic Funds Transfers Available

You may arrange to have funds transferred directly to your Account, either on a one-time or recurring basis, by your employer or other appropriate payor. Fruitful and/or the Bank, at their discretion, reserve the right to reject or limit transfers via direct deposit in our sole discretion and may reject or suspend any direct deposit that has identifying information that does not match the identifying information (such as name or social security number) that is on file for you. You may cancel the direct transfer authorization at any time by sending a written notice to your employer or payor and providing your employer or payor sufficient time to act upon the

notice. Your employer or payor may terminate this method of payment, with or without cause, at any time.

You may authorize another party, such as a merchant, to make a one-time or recurring payment(s) using the account and bank routing numbers directly from your Fruitful Deposit Account, subject to the established limitations on withdrawals and transfers.

Right to Receive Documentation of Electronic Funds Transfers

You will have access to electronic monthly statements that can be viewed via the Fruitful Website or through the Fruitful App.

Direct Deposit Information

If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company and have questions about your deposit, please call 1(833) 784-8050.

Right to Stop Payment of Preauthorized Transfers

If you have preauthorized payments out of your Account, you can stop any of these payments. Here's how to stop a recurring ACH transfer to a merchant you preauthorized to debit your Account, please contact the merchant to request cancellation of the recurring payment.

If the merchant with whom you arranged recurring ACH transfers from your Account is unable or unwilling to stop the transfer, call 1(833) 784-8050 to request a stop on such payment. Your request to stop a payment must be received at least three (3) business days before the payment is scheduled to be made. For individual payments, your request should specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be stopped, we may treat your stop payment order as a request concerning the one transfer only.

Notice of Varying Amounts

If these regular payments you make may vary in amount, the person you are going to pay will tell you the transfer date and the amount of the transfer ten (10) days before each payment is scheduled to take place. (You may choose to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount falls outside the limits you set).

Liability for Failure to Stop Payment of Preauthorized Transfer

If you order Fruitful to stop a pre-authorized payment three (3) business days or more before the transfer is scheduled, and Fruitful does not do so, Fruitful will be liable for your losses or damages.

Your Liability for Unauthorized Transfers

Contact Fruitful immediately if you believe your Fruitful log on credentials or Account number has been stolen. Telephoning is the best way to minimize your possible losses. If your log on credentials or Account number has been lost or stolen, or someone has transferred or may transfer money from your Account without your permission, call 1(833) 784-8050. If someone has transferred money from your Account without your permission, submit a dispute on the Fruitful App or Fruitful Website.

If you notify Fruitful within two (2) business days after you learn of any unauthorized transactions, you may be liable for no more than $50.00 if someone used your Account without your permission. If you do not notify Fruitful within two (2) business days after you learn of the loss or theft of your Account number, or log on credentials and Fruitful can prove that it could have stopped someone from using your Account without your permission if you had promptly notified Fruitful, you may be liable for as much as $500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify Fruitful at once following the procedures stated in the section labeled "Information About Your Right to Dispute Errors." If you do not notify Fruitful within sixty (60) days after you become aware of the transaction(s) and/or the statement was made available to you, you may not get back any of the value you lost after the sixty (60) days if Fruitful can prove that it could have stopped someone from taking value if you had notified Fruitful in time. If a good reason (such as a long trip or a hospital stay) keeps you from telling Fruitful, it may extend the time period. If your log on credentials or Account number has been lost or stolen, Fruitful will close your Fruitful Deposit Account and if you have an associated Fruitful Card then it will also be closed to keep losses down and send you a replacement Fruitful Card and/or Fruitful Deposit Account number.

If your Account Number changes, you must immediately notify your employer or any other payors or merchants. You must provide them with your new Fruitful Deposit Account number to ensure that your direct deposit and/or ACH Debit activity continues uninterrupted.

Our Liability for Failure To Complete Transactions

If either Fruitful or the Bank does not complete a transaction from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. Neither Fruitful nor the Bank will be liable, for instance:

- If through no fault of theirs, you do not have enough funds available in your Account to make the transaction;
- If a merchant refuses to accept your Account number;

- If the information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely;
- If an ATM where you are making a cash advance withdrawal does not have enough cash;
- If an electronic terminal (including an ATM or POS terminal) where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- If access to your Account has been restricted after you reported your log on credentials or Account number lost or stolen;
- If the funds in your Account are subject to legal processes, an uncollected funds hold, or are otherwise not available for withdrawal;
- If they have reason to believe the requested transaction may not be authorized by you;
- If circumstances beyond our control (such as fire, flood, power failure, strike, labor dispute, critical service provider failure, computer breakdown, telephone line disruption, government or regulatory action, pandemic, a natural disaster, etc.) prevent the completion of the transaction, despite reasonable precautions that we have taken; or any other exception stated in the Agreement with you.

Confidentiality

Either Fruitful or the Bank may disclose information to third parties about you, your Account or the transactions you make:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your Account for a third party, such as a merchant;
- In order to comply with a government agency, court order, or other legal or administrative reporting requirements;
- If you give us your consent;
- To our employees, auditors, affiliates, service providers, or attorneys as needed in relation to the administration of your Account or to perform data processing, records management, collections, and other similar services;
- In order to identify, prevent, investigate, or report possible suspicious or illegal activity;
- In order to issue authorizations for transactions on the Account;
- As permitted by law; or
- As otherwise as necessary to fulfill our obligations under this Agreement and any other agreement that you have with Fruitful or the Bank.

Information About Your Right to Dispute Errors

If you think there is an error with your electronic transactions, your statement or receipt is wrong, or if you need more information about a transaction listed in the statement or receipt, please contact us via email at support@fruitful.com, via telephone at 1(833) 784-8050, or write to us at

Fruitful
Attn: Disputes
335 Madison Avenue, Suite 5H
New York, NY 10017

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

Please provide the following information:

- 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.
- Tell us the dollar amount and date of the suspected error.
- Tell us the transaction description as it appears on your monthly statement.

Fruitful will determine whether an error occurred within ten (10) business days after receiving the dispute from you and will correct any error promptly. If Fruitful needs more time, however, it may take up to forty-five (45) days to investigate your complaint or question. If Fruitful decides to do this, it will provisionally credit your Account within ten (10) business days for the amount you think is in error so that you will have use of the money during the time it takes to complete the investigation.

For errors involving transactions with a merchant's POS terminal, whether in-person, online, by telephone, mail, or otherwise, or foreign-initiated transactions. Fruitful may take up to ninety (90) days to investigate your complaint or question. For errors involving unauthorized debits, Fruitful will ask you to complete and sign a "Written Statement of Unauthorized Debit" and return it to assist in the investigation.

Fruitful will tell you the results of the investigation within three (3) business days after completing the investigation. If Fruitful decides that there was no error, Fruitful will send you a written explanation. Copies of the documentation used in the investigation may be obtained by emailing Fruitful Hospitality at support@fruitful.com.

V. ADDITIONAL LEGAL TERMS

The additional terms in this section apply to your Account and all Services. Services include, among others, online and mobile

banking.

Intellectual Property Rights

Fruitful and the Bank and our third-party service providers reserve all rights, titles, and interests in and to the Services, and you only have the limited rights explicitly granted under this Agreement.

Illegal, Fraudulent or Improper Activity

You will not use your Account, the Fruitful App, Fruitful Website, or any Service for any illegal, fraudulent, or improper activity. If Fruitful or the Bank, or any third-party service provider suspects that you may be engaging in or have engaged in fraudulent, illegal, or improper activity, including a violation of any terms and conditions relating to this Agreement, any other agreement you have with us or any Service, your access to any and all Services may be suspended or terminated. You understand that access to and transactions in your Accounts may be suspended or terminated if an access device has been reported lost or stolen or when Fruitful, the Bank, or any third-party service provider reasonably believes that there is unusual activity on any of your Accounts. You agree to cooperate fully with the Bank and each third-party service provider to investigate any suspected illegal, fraudulent, or improper activity.

Suspension and Reinstatement

In the event that Fruitful or the Bank at any time incur a problem with your use of any of the Services, including without limitation, (i) if you breach this Agreement or any other agreement with Fruitful or the Bank, (ii) Fruitful or the Bank have reason to believe there has been or may be unauthorized use of your Account, (iii) Fruitful or the Bank is unable to verify your identity or authority to use any Service to our satisfaction, (iv) your Account is not in good standing, or (v) Fruitful or the Bank believe that your use of any Service could expose us to increased risk, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend or terminate your right to use any Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for Fruitful or the Bank to take in order to protect us and our third- party service providers from loss. We reserve the right in our sole discretion to grant or deny reinstatement of your use of any Service.

Disclaimer

EMIGRANT BANK, FRUITFUL, ITS AGENTS, AND THIRD-PARTY SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY IN CONNECTION WITH THE SERVICES, THE FRUITFUL WEBSITE, FRUITFUL APP, OR ANY CONTENT OR ONLINE OR MOBILE SERVICES PROVIDED THEREIN ("BANK MATERIALS"), ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EMIGRANT BANK, FRUITFUL, ITS AGENTS, AND THIRD-PARTY SERVICE PROVIDERS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO THE BANK MATERIALS, AND ANY THIRD PARTY WEBSITE OR SERVICE. EMIGRANT BANK, FRUITFUL, ITS AGENTS, AND THIRD-PARTY SERVICE PROVIDERS DO NOT WARRANT THAT THE BANK MATERIALS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE BANK MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT TRANSMISSIONS OR DATA WILL BE SECURE, OR THAT THE BANK MATERIALS, OR THE SERVER(S) THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EMIGRANT BANK, FRUITFUL, ITS AGENTS, AND THIRD-PARTY SERVICE PROVIDERS DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE BANK MATERIALS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

Emigrant Bank, Fruitful, its agents, and third-party service providers will not be responsible for any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, terrorism, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond Emigrant Bank's, Fruitful's, its agent's or third-party service provider's reasonable control.

Indemnification

Except as otherwise set forth in this Agreement, you agree to indemnify, defend, and hold the Bank and its affiliates, officers, directors, employees, consultants, agents (including Fruitful and its affiliates), third-party service provider, and licensors harmless from any and all claims, actions, proceedings, liabilities, losses, costs, and expenses (including, without limitation, attorneys' fees), penalties or fines related to or arising out of: (a) any third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Services; (b) your violation of any law or rights of a third party; (c) your actions and omissions in connection with your Account(s) or the Services; or (d) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

Limit On Liability

To the fullest extent permitted by law and except as otherwise set forth in this Agreement, neither the Bank, nor its agents (including Fruitful and its affiliates), nor any third-party service provider will have any liability in connection with any unauthorized

interception or use of data relating to you or the Services; any inability to use or access the Services for any reason; any actions or transactions by an individual that uses your login credentials; or any cause over which the Bank or a third-party service provider does not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, or third-party Internet service providers. Your sole and exclusive remedy for any failure or nonperformance of the Fruitful App (including any software or their materials supplied in connection with the Fruitful App) shall be for us to use commercially reasonable efforts to perform an adjustment or repair of the mobile banking service.

YOU AGREE THAT NEITHER WE, FRUITFUL, OUR AGENTS, NOR OUR THIRD-PARTY SERVICE PROVIDERS, WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF WE OR OUR THIRD-PARTY SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Limitation on Time to Sue

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to the Service must be commenced no later than one year after the day the cause of action accrues.

Waivers

We, Fruitful, our agents, and third-party service providers may delay enforcing our rights under this Agreement without losing them. Any waiver by us, Fruitful, our agents, or third-party service providers shall not be deemed a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this Agreement.

VI. 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.

ARBITRATION NOTICE

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.

SCHEDULE OF FEES

Fee Type	Fee
Monthly Maintenance	$0
Minimum Balance	$0
Insufficient Funds	$0
Returned Payment	$0
Fruitful Card -Damaged / Lost Card Replacement	$0 for first 3, then $15.00* per replacement card
Account Statement - Online	$0

* A $15.00 lost or damaged card replacement is charged each time a card is replaced beginning on the 4th replacement. The damaged / lost card replacement fee will be withdrawn from your Fruitful Cash Account at the time of replacement as long as there is a remaining balance in your account, except where prohibited by law.