Effective September 16, 2026

This Fruitful Membership Agreement (the "Agreement") sets forth the terms and conditions applicable to your access and/or use of our technology platform (the "Fruitful Platform"), various financial products, and financial services (collectively, the "Membership") as further described herein.

Membership is offered by or on behalf of Fruitful, Inc. ("Fruitful," "we," "our," "us"). Fruitful Advisory, LLC and Fruitful Financial LLC, are affiliates, and wholly-owned subsidiaries of Fruitful, Inc. Generally, "Fruitful" refers to Fruitful Inc., and its affiliates. Your use of or participation in the Membership may be subject to additional agreements, policies, rules and/or conditions ("Additional Terms"), which are incorporated herein by reference, and you understand and agree that by using or participating in the Membership, you agree to also comply with these Additional Terms. In the event of a conflict between this Agreement and any of the Additional Terms, this Agreement shall govern with respect to such conflict, except that the Fruitful Premium Trial Terms shall govern to the extent of any conflict with respect to a complimentary trial Tier. Please read this Agreement carefully. It covers important information about the Membership provided to you. This Agreement includes information about future changes to this Agreement, limitations of liability, a class action waiver and resolution of disputes by arbitration instead of in court.

ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION AGREEMENT SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY WAY OF BINDING ARBITRATION, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. THE TERMS OF THE ARBITRATION AGREEMENT APPEAR AT THE END OF THIS AGREEMENT.

Membership Benefits and Features

Benefits of Membership

By enrolling in a Membership, you ("You," "Your," the "Member" or for memberships with a partner, the "Members") gain access to the products and services accessible through the Fruitful Platform, including, without limitation, budgeting and money management tools, banking products and services[1], and investment advisory products[2] and services including Fruitful Guidance and Fruitful Investment Management (collectively with the Fruitful Platform, the "Services"). Your use of the Services in any way means that you agree to this Agreement, and this Agreement will remain in effect while you use any of the Services.

Membership Features

Learn more about Member benefits on our website where you can also access important documentation for your Services on our Legal page, each of which governs your access to and use of the Services. Access to Your Membership and the Services made available through your Membership does not guarantee that You will be approved to open any account offered through Fruitful Financial, LLC or Fruitful Advisory, LLC, per the terms of each respective account type. Learn more at www.Fruitful.com.

Membership Details

Your Membership shall begin on the date You accept this Agreement (hereinafter “Membership Date”).

Fruitful offers Memberships tiers (“Tier” or “Tiers”). Current Tier offerings are available on our pricing page. Not all Tiers may be available at all times. One such Tier, the “Fruitful Membership” is a no-cost membership tier that provides limited access to the Fruitful Platform and Services, as further described on Fruitful’s website. References in this Agreement to conversion or downgrade to the Fruitful Membership refer to this no-cost Tier. For paid memberships, Fruitful may offer monthly, quarterly and annually billing options (“Billing Cycle”) for Members that are based on the Tier you choose.

Membership Fee

Your membership fee (Membership Fee”) depends on the Billing Cycle. The current Membership Fee(s) can be found on Fruitful’s website. For any “promotional” period offered in connection with a Membership, the Membership Fee begins on the date listed in the Platform under Membership that contains membership details including renewal dates and amounts.

Membership and Membership Fee Adjustments

Adding a Member

There is no additional cost to add a partner (each, a “Partner”) to a Membership. For Partners with shared finances, both Partners are required to agree to this Agreement, any applicable Additional Terms and complete required onboarding steps prior to accessing and/or using any Services. Adding a Partner also results in the account information sharing described in Sharing of Account and Financial Information Between Members.

Sharing of Account and Financial Information Between Members

For Memberships that include a Partner, You acknowledge and agree that certain account and financial information will be visible to and accessible by all Members within the Membership, as described below.

Individual Fruitful Accounts. Any Fruitful bank account or investment account held in the name of only one Member ("Individual Fruitful Account") is, for purposes of a Membership with a Partner, treated as shared account information. Your Partner will be able to view the balance, transaction history, statements, and other account details of Your Individual Fruitful Account(s), and You will be able to view the same for Your Partner's Individual Fruitful Account(s). This shared visibility reflects that Members who elect a Membership with a Partner have chosen to use the Services to plan finances and pursue financial goals jointly, and applies regardless of which Member's name is on the account.

Externally Connected Accounts. You may elect to connect external bank, investment, credit, or other financial accounts that are not held with Fruitful ("External Accounts") to the Fruitful Platform, for example to support budgeting, net worth tracking, or goal planning. Connecting an External Account is entirely optional. If You are a Member of a Membership with a Partner and You elect to connect an External Account, the balance, transaction history, account details, and other information

associated with that External Account will likewise be visible to Your Partner, in the same manner as an Individual Fruitful Account. Before You link an External Account, the Fruitful Platform will present an in-app notice describing this sharing at the time of linking. Proceeding with the linking after that notice constitutes Your acknowledgment and agreement that the linked account's information will be shared with Your Partner as described in this section.

No Expectation of Privacy From Your Partner. Once shared as described above, account information remains visible to all Members of the Membership for as long as the Membership with a Partner remains active and, for External Accounts, for as long as the account remains connected. You should not add a Partner to Your Membership, and should not elect to connect an External Account while a Partner is on Your Membership, unless You are comfortable with Your Partner having this visibility. Fruitful does not independently verify that You have the consent or authority of any other accountholder to share such information and is not responsible for disputes between Members arising from this sharing.

Effect of Removing a Partner. If a Partner is removed from a Membership, that Partner's ongoing access to account information as described above ends prospectively from the date of removal. Fruitful cannot undo a Partner's prior access to, or knowledge of, information that was visible before removal.

Membership Tier Adjustments

You can request change to Your Tier by contacting our Hospitality Team at support@fruitful.com. The corresponding Membership Fee shall be adjusted based on the selected Tier.

If You upgrade your Tier, the change in Tier is immediate, and if applicable the difference in the Membership Fee shall be prorated and charged immediately. If You downgrade Your Tier, the Membership Fee shall be adjusted to reflect the Membership Fee for the new Tier on the next Renewal Date. To see the Renewal Date login to the Platform and review Your Membership details.

Membership Billing Adjustments

You can request change to Your Billing Cycle by contacting our Hospitality Team at support@fruitful.com and the corresponding Membership Fee shall be adjusted as noted above.

Your Membership Fee is subject to change as deemed necessary by Fruitful and we may make such changes to Memberships by providing you with notification as required by applicable law.

Membership Renewal

This section applies once You have enrolled in a paid Tier and does not apply during a complementary Trial, such as the Fruitful Premium Trial. Memberships automatically renew on the renewal date for Fruitful Premium membership. Fruitful Solo, Joint, Essential and Plus memberships automatically renew based on the Billing Option. To see the Renewal Date login to the Platform and review Your Membership details.

All Memberships are automatically set to auto-renewal at the Renewal Date unless You cancel Your Membership no less than two (2) business days prior to the Renewal Date. By accepting this Agreement, YOU AGREE TO AUTOMATICALLY RENEW YOUR MEMBERSHIP AT THE BILLING CYCLE ON YOUR RENEWAL DATE AND THAT WE MAY SUBMIT PERIODIC CHARGES

(E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU WANT TO TERMINATE THIS MEMBERSHIP OR WISH TO CHANGE YOUR PAYMENT METHOD AS FURTHER DESCRIBED IN "**CANCELLATION BY MEMBER**" BELOW OR BY CONTACTING OUR HOSPITALITY TEAM AT SUPPORT@FRUITFUL.COM.

Payment and Billing

Billing is completed based on the Billing Cycle and is billed each subsequent month, quarter, calendar year or other increment, as applicable. In exchange for providing You with the Fruitful Membership, You agree to pay Fruitful the Membership Fee, as well as any applicable transaction, multi-currency and chargeback fees.

You may designate your Fruitful bank account as the payment method for your Membership Fee and any other amounts owed under this Agreement. By electing to use your Fruitful bank account as your Payment Method, You authorize Fruitful to debit your Fruitful bank account for the Membership Fee on each Renewal Date and for any other amounts due under this Agreement, including but not limited to past due Membership Fees, chargebacks, failed payments, fees, and other liabilities. This authorization will remain in effect until your Membership is canceled and all outstanding amounts are paid in full.

The payment method on file at the time of the Renewal Date, including your designated Fruitful bank account if selected, will be charged. If payment fails, Fruitful will automatically attempt to charge the payment method again. If the payment continues to fail, Fruitful will reach out to You to update the payment method on file. If payment is not received within fourteen (14) days of the Renewal Date, the Membership will be converted to the Fruitful Membership tier described above.

In the event that any payment required to be made by You is dishonored, declined, or returned unpaid (a "Failed Payment"), the Member shall be liable to Fruitful for all losses, costs, and expenses incurred. Such liabilities include, but are not limited to ACH return fees, credit card chargeback fees, bank charges, and reasonable attorney fees and costs incurred in the collection of the unpaid amount.

For any payment method selected, we reserve the right to set off against your Fruitful bank account for any Membership Fee or other amount due that remains unpaid for fourteen (14) days, You authorize Fruitful to debit your Fruitful bank account at any time for the amount past due. Fruitful reserves the right to recover any unpaid amounts from your Fruitful bank account without further notice to the extent permitted by applicable law.

You are liable for all claims, expenses, fines, losses and liabilities we incur arising out of:

- a Failed Payment
- Any error, negligence, misconduct or fraud by You or someone acting on Your behalf; and
- Your failure to comply with the terms of this Agreement.

In the event of a Failed Payment or other liability, we may deduct amounts from your Fruitful bank account balance(s).

Third Party Usage

We may use a third-party payment processor (the “Payment Processor”) to bill You through a payment account linked to Your Membership (your “Billing Account”) for use of the Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. We use Stripe, Inc. as our Payment Processor. You can access Stripe’s Terms of Service at https://stripe.com/us/checkout/legal and their Privacy Policy at https://stripe.com/us/privacy. We are not responsible for any error by, or other acts or omissions of, the Payment Processor. By choosing to use Paid Services, You agree to pay us, through the Payment Processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms, and You authorize us, through the Payment Processor, to charge Your chosen payment provider (your “Payment Method”). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that the Payment Processor makes even if it has already requested or received payment.

Changes to Agreement

We reserve the right, at our sole discretion, to update, change, or replace these Terms and Conditions at any time. It is your responsibility to check our website periodically for changes. Your continued access to the Platform or Services following the posting of any changes to this Agreement constitutes acceptance of those changes. IF YOU DO NOT AGREE TO ANY CHANGES, PLEASE STOP USING THE PLATFORM AND SERVICES AND YOU MUST CANCEL YOUR MEMBERSHIP.

Membership Cancellation

Cancellation by Member

Canceling your Membership

You may request to cancel Your Membership at any time through the Fruitful app under Account Settings → Membership. For paid memberships, requests to cancel mid-billing cycle will not be refunded. You will continue to have access to Your Membership tier and the applicable Services until the end of Your Renewal Date. Upon expiration of Your Renewal Date following a cancellation request, Your Membership will automatically convert to the Fruitful Membership, and access to the Services provided to You that are offered as part of Your paid membership will be removed. You understand that if You choose to cancel Your paid membership at any time for any reason, access to the Services provided to you that are offered as a part of Your paid membership will be removed. This may require You to close or transfer bank and investment accounts, and will terminate access to any ancillary benefits. You will have fourteen (14) days after expiration or termination of Your Membership to close and/or transfer your Fruitful bank and investment accounts to the extent that You have opened such accounts.

Cancellation with a Promotional Period

During a promotional period You may request to cancel Your Membership before the promotional period ends through the Fruitful app under Account Settings → Membership.

Cancellation by Fruitful

Your Membership may be canceled by Fruitful for any reason or no reason, at its sole discretion. All Services related to Your Membership end upon cancellation. For paid memberships with a Billing Cycle longer than one calendar month which are canceled by Fruitful, You will receive a prorated refund for the full months not used to the original form of payment within seven (7) to ten (10) business days of cancellation.

Communication Between Fruitful and Members

Communication with Fruitful can only be made through Fruitful approved communication channels. This is to ensure Fruitful is compliant with the laws and regulations it is subject to.

Messages between Fruitful and Members are visible and accessible to all Members within a Membership. Private, individualized messaging with Fruitful employees is not available for Members with partners included in the Membership. All Members within a Membership have full access to messages made through Fruitful's approved messaging channels. Fruitful may use transcription tools during guidance and/or support interactions to help generate notes and materials.

Any information, data, materials or content (collectively, the "Content") publicly posted or privately transmitted through the Fruitful Platform is the sole responsibility of the person from whom such Content originated, and You access all such Content at your own risk, and we aren't liable for any errors or omissions in that Content or for any damages or loss You might suffer in connection with it.

We cannot control and have no duty to take any action regarding how You may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and You hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any Members with whom You interact in using the Services and are not responsible for which Members gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Fruitful Platform, and You represent and warrant You have all rights and/or consents necessary to do so, in the manner in which you contribute it. You agree that you will not post, upload, share, store, or otherwise provide through the Fruitful Platform any Content that: (i) infringes any third party's copyrights or other proprietary rights (e.g., trademark, privacy rights, etc.); (ii) contain sexually explicit content or pornography; (iii) contain hateful, defamatory, or discriminatory content or incite hatred against any individual or group; (iv) exploit minors; (v) depict unlawful acts or extreme violence; (vi) depict animal cruelty or extreme violence towards animals; (vii) promote fraudulent schemes, multi-level marketing (MLM) schemes, get rich quick schemes, online gaming and gambling, cash gifting, work from home businesses, or any other dubious money-making ventures; or (viii) that violate any law, rule or regulation.

Membership Tier Communication Access

Fruitful provides access to guidance services based on the membership Tier you select. Not all Tiers may be available at all times. Current Tier offerings are available on Fruitful's website.

Solo, Joint, Essential, Plus, and Premium Tiers include unlimited guidance messaging. Solo, Joint, and Plus Tiers also include unlimited guidance sessions. Essential includes one guidance session

per year. Premium includes three guidance sessions per year following the first 90 days of paid membership. Fruitful and Premium Tiers include at least one system activation session, if needed.

Your Details and Responsibilities

From time to time, we will ask You to provide information so that we can perform our obligations under this Agreement or Additional Terms. We will maintain your personal information per our Privacy Policy.

For purposes of your use of our Services including identification and billing, you agree to provide us with true, accurate and complete information as required by the subscription or sign up process to our Services, including, without limitation, your legal name, address, telephone number, email address and applicable billing information (collectively, "Subscription Data"), and to allow us to share your Subscription Data with third parties for the purpose of verifying the information you provide and charging your account. Subscription Data is a subset of Personal Information and shall be considered Personal Information under our Privacy Policy. You represent and warrant that the Subscription Data that You provide us in connection with the Services is accurate, complete, and up to date at all times.

You agree to maintain and promptly update the Subscription Data and any other information You provide to us to keep it accurate. Without limiting any other provision of this Agreement, if You provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate Your user account or Membership and refuse any and all current or future use by You of the Fruitful Platform (or any portion thereof) or any of our Services. You agree not to register or subscribe for more than one username, create an account on behalf of someone else, or create a false or misleading identity on the Fruitful Platform.

If Your registration or subscription is terminated for any reason, You agree not to register or subscribe again with the Fruitful Platform using another username or through any other means. If we have reason to suspect, in our sole discretion, that Your Membership has previously been terminated, we reserve the right to terminate any new Memberships You have registered without any notice to you, or to exercise any other remedies available to us by applicable law.

As a Member, represent, warrant, and agree:

- You will notify Fruitful promptly of any change to Your Subscription Data by contacting the Hospitality Team at support@fruitful.com or by updating your email in the Fruitful Platform, if available.
- You will provide and update Subscription Data electronically using the Fruitful Platform.
- To access statements, confirmations, tax forms, and the current agreements applicable to the Services electronically through the Platform and website.
- You will communicate with Fruitful only through designated communication channels (video conferencing, email, etc.).
- You will check the Fruitful Platform regularly for communications from Fruitful, including electronic notices that any of the Account Agreements have been amended.

You further represent, warrant, and agree that You will not provide or contribute anything, including any Content, to the Fruitful Platform, or otherwise use or interact with the Services, in a manner that:

- infringes or violates the intellectual property rights or any other rights of anyone else (including Fruitful);
- violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws or any other purpose not reasonably intended by Fruitful;
- is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- jeopardizes the security of your Fruitful Subscription Data, account or anyone else's (such as allowing someone else to log in to the Fruitful Platform as you);
- attempts, in any manner, to obtain the password, account, or other security information from any other Member;
- violates the security of any computer network, or cracks any passwords or security encryption codes;
- runs Maillist, Listserv, any form of auto-responder or "spam" on the Fruitful Platform, or any processes that run or are activated while you are not logged into the Fruitful Platform, or that otherwise interfere with the proper working of the Fruitful Platform (including by placing an unreasonable load on the Fruitful Platform's infrastructure);
- "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Fruitful Platform or Content (through use of manual or automated means);
- copies or stores any significant portion of the Content; or
- decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Fruitful Platform or Services.

A violation of any of the foregoing is grounds for termination of your Membership.

Password Security and Third-Party Platforms

You are responsible for maintaining adequate security and control of any and all user IDs, passwords, hints, personal identification numbers ("PINs"), or any other codes that You use to access the Fruitful Platform. If You permit any other person(s), including any data aggregation service providers (each, a "Third-Party Platform"), to access or use Your user IDs, passwords, hints, PINs, or any other codes that You use to access the Fruitful Platform or otherwise interact with Third-Party Platforms in connection with Your access and use of the Services, You are responsible for any transactions and activities performed from such accounts and for any use of Your personal and account information by such person(s). Do not discuss, compare, or share information about account numbers or passwords unless You are willing to give them full use of your money and be responsible for any and all transactions, liabilities and the like, as applicable.

Fruitful has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any Third-Party Platforms or by any third party or other Member that you interact with through the Fruitful Platform. In addition, Fruitful will not and cannot monitor, verify, censor or edit the content of any Third-Party Platform. We encourage You to be aware when you leave the Fruitful Platform and to read the terms and conditions and privacy policy of each Third-Party Platform that You visit or utilize. By using the Services, You release and hold us harmless from any and all liability arising from your use of any Third-Party Platform.

Fruitful assumes no responsibility for any loss that you may sustain due to compromise of your account login credentials due to no fault of Fruitful, Bank and/or your failure to follow or act on any notices or alerts that we may send to you. You agree to promptly review all account and transaction records and other communications that we make available to You and to promptly report any discrepancy to us.

Fruitful Mobile Applications

Application Access and License

Fruitful Inc. grants you a revocable, non-exclusive, non-transferable, non-sublicensable limited license to download, install, and use the Fruitful mobile application ("Application") solely for your personal, non-commercial use, strictly in accordance with the terms of this Agreement and any applicable Additional Terms you accept as part of your Membership with Fruitful. This license does not allow you to use the Application on any device that you do not own or control. If You access the Application as an iOS mobile application (the “iOS Application”) available via the Apple, Inc. (“Apple”) App Store, the following Additional Terms also apply to Your access and use of the iOS Application:

- Both You and Fruitful acknowledge that this Agreement is concluded between you and Fruitful only, and not with Apple, and that Apple is not responsible for the iOS Application or Content;
- The iOS Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with Your Membership and use of the Services for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement and any Additional Terms as they are applicable to the Services;
- You will only use the iOS Application in connection with an Apple device that You own or control;
- You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the iOS Application;
- In the event of any failure of the iOS Application to conform to any applicable warranty, including those implied by law, You may notify Apple of such failure; upon notification, Apple’s sole warranty obligation to you will be to refund to you the purchase price, if any, of the iOS Application;
- You acknowledge and agree that Fruitful, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the iOS Application;
- You acknowledge and agree that, in the event of any third-party claim that the iOS Application or your possession and use of the iOS Application infringes that third party’s intellectual property rights, Fruitful, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- You represent and warrant that You are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country, and that You are not listed on any U.S. Government list of prohibited or restricted parties;
- Both You and Fruitful acknowledge and agree that, in your use of the iOS Application, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and

- Both You and Fruitful acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement, and that upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as the third-party beneficiary hereof.

Data Privacy and Security

Your privacy is important to us. The use of the Application involves the collection, processing, and storage of personal data. Our data collection and use policies with respect to the privacy of such personal information are set forth in the Fruitful Privacy Policy, Fruitful Privacy Notice and Emigrant Bank Privacy Notice which are incorporated into this Agreement by reference.

Intellectual Property Rights

The Fruitful Platform including, without limitation, the Application and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, and other intellectual property or other proprietary rights are, as between You and Fruitful, the exclusive property of Fruitful. Except as explicitly provided herein, Fruitful expressly reserves all right, title and interest related thereto and nothing in this Agreement shall be deemed to create a license in or under any such intellectual property rights.

By submitting Content through the Fruitful Platform, You hereby do and shall grant Fruitful a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit Your Content in connection with the Fruitful Platform and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of Fruitful Platform or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds), and including after termination of Your Membership. You also hereby do and shall grant each other Member of the Fruitful Platform a non-exclusive, perpetual license to access Your Content through the Fruitful Platform, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such Content, including after termination of Your Membership. For clarity, the foregoing license grants to us and other Members do not affect Your other ownership or license rights in Your Content, including the right to grant additional licenses to your Content, unless otherwise agreed in writing. You represent and warrant that You have all rights to grant such licenses to us without infringement or violation of any third-party rights, including, without limitation, privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

Warranty Disclaimer

Fruitful and its licensors, suppliers, partners, parent, subsidiaries or affiliated entities, and each of their respective officers, directors, members, employees, consultants, contract employees, representatives and agents, and each of their respective successors and assigns (Fruitful and all such parties together, the "Fruitful Parties") make no representations or warranties concerning Your Membership or the Services, including without limitation regarding any Content contained in or accessed through the Fruitful Platform, and the Fruitful Parties will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the

Fruitful Platform or any claims, actions, suits procedures, costs, expenses, damages or liabilities arising out of use of Your Membership, or in any way related to Your participation in, the Services.

The Fruitful Parties make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through or in connection with Your Membership or the Services. YOUR MEMBERSHIP, THE APPLICABLE SERVICES AND ANY CONTENT ARE PROVIDED BY FRUITFUL (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE ACCURATE, APPROPRIATE, UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ANY OF THE FRUITFUL PARTIES BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, (B) ANY SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, (C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) ONE-HUNDRED ($100) DOLLARS OR (II) THE AMOUNTS PAID AND/OR PAYABLE BY YOU TO FRUITFUL IN CONNECTION WITH YOUR MEMBERSHIP IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM OR (D) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity

You agree to indemnify and hold the Fruitful Parties harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any claims relating to (a) your Membership or use of the Services (including any actions taken by a third party using your account)], and (b) your violation of this Agreement. In the event of such a claim, suit, or action ("Claim"), we will attempt to provide notice of the Claim to the contact information we have for Your account provided that failure to deliver such notice shall not eliminate or reduce your indemnification obligations hereunder.

Additional Important Information

Access to Your Membership and the Services made available through your Membership does not guarantee that You will be approved to open any account offered through Fruitful Financial, LLC or Fruitful Advisory, LLC, per the terms of each respective account type.

Acknowledgements; Non-Transferable

Your Membership and the Services are not transferable or assignable to another party. Memberships with a Partner are limited to the two parties that signed up. You may not assign, delegate or transfer this Agreement or Your rights or obligations hereunder, or Your account with us, in any way (by operation of law or otherwise) without our prior written consent. We may transfer, assign, or delegate this Agreement, our rights or obligations without consent.

Severability; Headings; No Waiver.

If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement. We reserve the right to waive or choose not to enforce any and all terms, rights, or remedies under this Agreement and such waiver shall not affect our right to enforce that or another term, right, or remedy at a later time.

Enforcement

You are liable to us for any loss, cost or expense that we incur resulting from your failure to follow this Agreement. This shall include reasonable attorney fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions. You authorize us to deduct any such loss, costs or expenses from any account opened by You via your access to such accounts as provided by this Agreement, without prior notice to You.

Governing Law

This Agreement and any Additional Terms are governed by and will be construed under the Federal Arbitration Act, applicable federal laws and regulations, local clearing house rules, and the local laws (including applicable principles of contract law) and regulations of the state of New York, without regard to the conflicts of laws provisions thereof.

Arbitration Agreement

Please read the following ARBITRATION AGREEMENT carefully because it requires You to arbitrate certain disputes and claims with Fruitful and limits the manner in which You can seek relief from Fruitful. Both you and Fruitful acknowledge and agree that for the purposes of any dispute arising out of or relating to the subject matter of this Agreement, Fruitful's officers, directors, employees and independent contractors (“Personnel”) are third-party beneficiaries of this Agreement, and that upon your acceptance of this Agreement, Personnel will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as the third-party beneficiary hereof.

(a) Arbitration Rules; Applicability of Arbitration Agreement. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of this Agreement directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in New York County, New York. The arbitration will proceed in the English language, in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the “Rules”) then in effect, by one commercial arbitrator with substantial experience in resolving intellectual

property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

(b) Costs of Arbitration. The Rules will govern payment of all arbitration fees. Fruitful will pay all arbitration fees for claims less than seventy-five thousand ($75,000) dollars. Fruitful will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

(c) Small Claims Court; Infringement. Either you or Fruitful may assert claims, if they qualify, in small claims court in New York County, New York or any United States county where you live or work. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

(d) Waiver of Jury Trial. YOU AND FRUITFUL WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and Fruitful are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Fruitful over whether to vacate or enforce an arbitration award, YOU AND FRUITFUL WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

(e) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor Fruitful is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.

(f) Opt-Out. You have the right to opt out of the provisions of this Section by sending written notice of your decision to opt out to the following address: 335 Madison Ave, Suite 5H, New York, NY 10017 postmarked within thirty (30) days of first accepting this Agreement. You must include (i) your name and residence address, (ii) the email address and/or telephone number associated with your account, and (iii) a clear statement that you want to opt out of this Agreement' arbitration agreement.

(g) Exclusive Venue. If you send the opt-out notice in (f), and/or in any circumstances where the foregoing arbitration agreement permits either you or Fruitful to litigate any dispute arising out of or relating to the subject matter of this Agreement in court, then the foregoing arbitration agreement will not apply to either party, and both you and Fruitful agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, New York County, New York, or the federal district in which that county falls.

(h) Severability. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this

Arbitration Agreement section will be null and void. This arbitration agreement will survive the termination of your relationship with Fruitful.

Miscellaneous

You and Fruitful agree that this Agreement and any Additional Terms are the complete and exclusive statement of the mutual understanding between you and Fruitful, and that this Agreement and any Additional Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement and any Additional Terms. You hereby acknowledge and agree that you are not an agent, partner, or joint venture of Fruitful. Except as expressly set forth above regarding the iOS Application and the arbitration agreement, you and Fruitful agree there are no third-party beneficiaries intended under this Agreement.

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[1] Neither Fruitful, Inc. nor Fruitful Financial, LLC are banks.

[2] Fruitful Advisory, LLC is an SEC-registered investment adviser. Investment products and services are provided by Fruitful Advisory, LLC, and are not FDIC Insured, not bank guaranteed, and may lose value. Please see the Fruitful Advisory, LLC Form CRS for more information.