



FRUITFUL INCOME SPLIT TERMS & CONDITIONS

Effective Date: 07/15/2025

GENERAL DESCRIPTION

Income Split is a feature of your Fruitful deposit account (i.e., your Fruitful Cash Account and/or your Fruitful Savings Account) that automatically distributes qualifying income (described below) from your Fruitful deposit account for which the Income Split feature is enabled across your Fruitful deposit accounts or linked external deposit accounts based on rules you create. The goal of the Income Split feature is to help you allocate your income intentionally to fund lifestyle needs, savings targets, and long-term goals.

These Income Split Terms & Conditions ("Terms") are a binding agreement between you ("you"), Fruitful Financial, LLC ("Fruitful," "we," or "us") and Emigrant Bank (the "Bank") governing your use of the Income Split feature (the "Feature") offered through your Fruitful deposit account. By enabling or using the Income Split feature, you agree to these Terms.

If you do not agree to these Terms, do not use the Income Split feature. Your use of the Income Split feature is also subject to the Fruitful Terms of Service, Fruitful Cash Deposit Account Agreement, Fruitful Savings Account Agreement and Privacy Policy, which are incorporated by reference.

ELIGIBILITY

To use Income Split, you must:

- Have a Fruitful Membership that is open and in good standing;
- Have one or more eligible Fruitful deposit accounts that are open and in good standing;
- Have at least one source of qualifying income as defined in the "Qualifying Income" section below;
- Agree to and comply with these Terms and all other applicable Fruitful agreements.

HOW INCOME SPLIT WORKS

Each time a qualifying deposit is received in your Fruitful deposit account(s) for which you have enabled the Income Split feature, your Income Split rules are applied to those funds (referred to herein as "qualifying income" or "qualifying funds") in the order they are listed as you instruct. Rules designate a destination account and how much of the available/remaining income to allocate to that account.



Rules may also include optional limits for target account balance, monthly contribution cap and annual contribution cap.

Once a rule's limits are satisfied, any remaining qualifying income moves to the next rule in sequence. The process ends when all qualifying income is distributed or when all rules are satisfied and qualifying funds will remain in the Fruitful deposit account where they were deposited.

All Fruitful deposit accounts are eligible for Income Split. If your membership includes two people, only joint deposit accounts are eligible for Income Split. Funds transfers between your Fruitful deposit accounts will not count as qualifying income for purposes of the Income Split feature as described below.

Transfers of qualifying income utilizing the Income Split feature will be shown on your deposit account statement.

CUSTOMIZATION

You may work with your Fruitful Guide to customize your Income Split at any time. Once Income Split is enabled, rules can be added, modified or disabled by you at any time within the Fruitful platform. Updates will apply only to future qualifying income transactions after the change is saved. Past transactions will not be retroactively adjusted.

QUALIFYING INCOME

Income Split only processes qualifying income that meets both of the following criteria:

Account Location

Qualifying income must be received into an eligible Fruitful deposit account. An eligible Fruitful deposit account is a Fruitful Cash Account or a Fruitful Savings Account.

Transaction Type

You may choose between two configuration settings for qualifying income:

- All Income
- Paychecks Only

Transaction Type	All Income	Paychecks Only
Direct deposits	X	X
Interest earned	X	
Cash back rewards	X	



Received ACH deposits from another bank	X	
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Excluded Funds

By default, types of funds excluded from qualifying income for Income Split include: funds transfers between Fruitful accounts, originated ACH debits (pulling in funds from an externally linked account), ACH refunds/returns and provisional credits.

For funds transfers between Fruitful accounts and originated ACH debits, members are given the option to choose to "Apply Income Split rules" for each one-time or recurring transfer.

TYPES OF TRANSFERS

External Accounts:

Income Split enables you to transfer qualifying funds from your Fruitful deposit account(s) for which the Income Split feature is enabled to any external bank account with ACH transfer permissions that is appropriately linked to your account.

Investment Accounts:

At this time, Income Split does not support automatic transfers of qualifying funds to any investment accounts (at Fruitful or a third party). If you want to move funds to an investment account, you will need to initiate a manual transaction to do so.

Loan or Credit Card Payments:

Income Split does not support direct payments to credit cards or lenders. Those qualifying funds can be routed to a Fruitful deposit account designated by you for debt repayment, from which you can repay your debt manually or set up autopayment with your lender where available.

Funds transfers are subject to the Electronic Fund Transfers Disclosure and Special Terms and Conditions section of your Fruitful Cash Deposit Account Agreement and the Electronic Fund Transfers Disclosure and Terms section of your Fruitful Savings Account Agreement.

VARIABILITY IN INCOME

If your qualifying income is **less than expected**, rules will be executed in priority order until the qualifying funds run out. Some lower-priority rules may not be funded.

If your qualifying income is **more than expected**, surplus qualifying income will be routed through your Income Split and allocated according to your ruleset order until your Income Split rules are satisfied.

If any qualifying funds remain after all your Income Split rules are satisfied, those funds will remain in the Fruitful deposit account where they were initially deposited.



DISCLAIMERS AND LIMITATIONS

- Neither Fruitful nor the Bank guarantee achievement of financial goals through Income Split.
- You are responsible for ensuring your rules are configured in accordance with your financial needs and goals.
- If you use any of your Fruitful deposit accounts to pay bills or have them linked to an autopay feature, you are responsible for ensuring your rules do not result in an insufficient funds balance in the relevant account resulting in a dishonored transaction. Neither Fruitful nor the Bank is responsible for any losses if rules are executed as instructed.
- You remain responsible for monitoring your deposit account balances and statements.
- Fruitful or the Bank may suspend or discontinue the Income Split feature at any time, with or without notice.

As a reminder, the amount available to spend on your Fruitful Card at any given time is equal to the “available balance” in your Fruitful Cash Account. To the extent you have enabled the Income Split feature in your Fruitful Cash Account and qualifying income is being transferred to another account, this will reduce your “available balance” to spend on your Fruitful Card at any given time.

TERMINATION

You may disable Income Split at any time within the Fruitful platform. Fruitful and the Bank reserve the right to suspend or terminate your access to the Income Split feature at our sole discretion, with or without notice, for any reason, including due to suspected fraud, misuse, or violation of these Terms.

CHANGES TO THESE TERMS

Fruitful and the Bank reserve the right to amend, modify, or cancel the Income Split feature or these Terms at any time, for any reason, upon prior notice to you. Pursuant to the Fruitful E-Sign Agreement you executed, you acknowledge that the usual way Fruitful will provide you notices of amendments to or cancellation of the Income Split feature or these Terms is by posting such notices on the “Legal” section of www.fruitful.com (the “Website”) or on the Fruitful mobile applications (together with the Website, the “Platform”), and, to the extent required by applicable law or if Fruitful decides in its sole discretion, Fruitful will provide you with notice directing you to the Platform through emails linking to the Website, other emails, in-app messages, text messages, traditional mail, or by other means. Notwithstanding anything herein, we do not have to provide you with prior notice of any amendments to the Feature that are beneficial to you. You agree that, by continuing to participate in the Feature after Fruitful posts a new version of these Terms, you will be deemed to have agreed to and accepted the revised Terms and all qualifying income that post to your Fruitful deposit account(s) following the effective dates of any such amendment shall be subject to all terms and conditions of this Income Split feature as so amended.



CONTACT US

If you have questions about the Income Split feature or these Terms, please contact support@fruitful.co.