UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): September 28, 2021 (September 22, 2021)

MONEYLION INC.
(Exact name of registrant as specified in its charter)

Delaware	001-39346	85-0849243
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

30 West 21st Street, 9th Floor,
New York, NY 10010
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(212) 763-0169**

Fusion Acquisition Corp.
375 Park Avenue, Suite 2607
New York, New York 10152
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, par value $0.0001 per share	**ML**	**The New York Stock Exchange**
Warrants to purchase common stock	**ML WS**	**The New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Introductory Note

On September 22, 2021 (the "Closing Date"), MoneyLion Inc., a Delaware corporation, formerly known as Fusion Acquisition Corp. (prior to the Effective Time (as defined below), "Fusion" and after the Effective Time, "New MoneyLion"), consummated the previously announced business combination (the "Business Combination") pursuant to the terms of the Agreement and Plan of Merger, dated as of February 11, 2021 and amended on June 28, 2021 and September 4, 2021 (the "Merger Agreement"), by and among Fusion, ML Merger Sub Inc., a Delaware corporation and a wholly owned subsidiary of Fusion ("Merger Sub"), and MoneyLion Technologies Inc., formerly known as MoneyLion Inc. ("MoneyLion"), a Delaware corporation.

Pursuant to the terms of the Merger Agreement, immediately upon the completion of the Business Combination and the other transactions contemplated by the Merger Agreement (the "Closing"), each of the following transactions occurred in the following order: (i) Merger Sub merged with and into MoneyLion, with MoneyLion surviving the merger as a wholly owned subsidiary of Fusion (the "Merger"); (ii) MoneyLion changed its name to "MoneyLion Technologies Inc."; and (iii) Fusion changed its name to "MoneyLion Inc."

As previously announced, on February 11, 2021, concurrently with the execution of the Merger Agreement, Fusion entered into subscription agreements (the "Subscription Agreements") with certain investors (collectively, the "PIPE Investors") pursuant to which, among other things, Fusion agreed to issue and sell in private placements an aggregate of 25,000,000 shares ("PIPE Shares") of Fusion Class A common stock, par value $0.0001 per share ("New MoneyLion Common Stock"), to the PIPE Investors for $10.00 per share, for an aggregate commitment amount of $250,000,000 (the "PIPE Financing"). Pursuant to the Subscription Agreements, Fusion gave certain re-sale registration rights to the PIPE Investors with respect to the PIPE Shares. The PIPE Financing was consummated substantially concurrently with the Closing.

Additional information regarding the Merger Agreement and Subscription Agreements is described in the proxy statement/prospectus filed with the Securities and Exchange Commission (the "SEC") on September 3, 2021 (as amended, the "Proxy Statement/Prospectus") in the sections titled "*The Business Combination Proposal*," "*The Merger Agreement*" and "*Ancillary Agreements Related to the Business Combination —Subscription Agreements*," which are incorporated by reference herein. The foregoing description of the Merger Agreement and the Subscription Agreements is a summary only and is qualified in its entirety by reference to the full text of the Merger Agreement (including the first and second amendments to the Merger Agreement) and the form of Subscription Agreement, attached hereto as Exhibit 2.1, Exhibit 2.2, Exhibit 2.3 and Exhibit 10.1, respectively, each of which is incorporated herein by reference.

Unless the context otherwise requires, "we," "us," "our," "New MoneyLion" and the "Company" refer to the post-combination Fusion Acquisition Corp., a Delaware corporation, and its consolidated subsidiaries. All references to the "Board" herein refer to the board of directors of the post-combination New MoneyLion. References to "Fusion" herein refer to Fusion prior to the Business Combination and its change of name to MoneyLion Inc. References to "MoneyLion" refer to MoneyLion prior to the Business Combination and its change of name to MoneyLion Technologies Inc.

Item 1.01. Entry into a Material Definitive Agreement.

Registration Rights Agreement

On the Closing Date, pursuant to the terms of the Merger Agreement, New MoneyLion, the Sponsor (as defined below), certain New MoneyLion stockholders and certain of their respective affiliates entered into a Registration Rights Agreement (the "Registration Rights Agreement"). Pursuant to the Registration Rights Agreement, New MoneyLion will register for resale under the Securities Act of 1933, as amended (the "Securities Act"), certain shares of New MoneyLion Common Stock and other equity securities of New MoneyLion that are held by the parties thereto from time to time.

A more complete description of the Registration Rights Agreement is included in the Proxy Statement/Prospectus section titled "*Ancillary Agreements Related to the Business Combination—Registration Rights Agreement*," which information is incorporated herein by reference. The foregoing description of the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by the full text of the Registration Rights Agreement, a form of which is attached hereto as Exhibit 3.3 and is incorporated herein by reference.

Indemnification Agreements

On the Closing Date, New MoneyLion entered into indemnification agreements with its directors, executive officers and other employees as determined by the Board. Each such indemnification agreement provides for indemnification and advancements by New MoneyLion of certain expenses and costs relating to claims resulting from his or her involvement as a director, officer, employee or agent of New MoneyLion or from his or her service at the request of New MoneyLion as a director, officer, employee or agent for another entity.

The foregoing description of the indemnification agreements does not purport to be complete and is qualified in its entirety by the full text of the indemnification agreements, a form of which is attached hereto as Exhibit 3.4 and is incorporated herein by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On September 21, 2021, Fusion held a Special Meeting (the "Special Meeting") at which the Fusion stockholders considered and adopted, among other matters, the Merger Agreement and the transactions contemplated therein (the "Transactions"). On September 22, 2021, the parties to the Merger Agreement consummated the Transactions.

Immediately prior to the time of filing of a certificate of merger with the Secretary of State of the State of Delaware upon consummation of the Merger (the "Effective Time"), all issued and outstanding shares of MoneyLion preferred stock (the "MoneyLion Preferred Stock") converted into shares of MoneyLion common stock (the "MoneyLion Common Stock"), par value $0.0001 per share (the "Conversion"), in accordance with MoneyLion's amended and restated certificate of incorporation. At the Effective Time:

- all outstanding warrants to purchase shares of MoneyLion Preferred Stock or MoneyLion Common Stock ("MoneyLion Warrants") were either exercised and ultimately converted into shares of MoneyLion Common Stock or terminated;
- 10,202,163 outstanding shares of MoneyLion Common Stock (which includes the shares of MoneyLion Common Stock issued to former holders of MoneyLion Warrants) were cancelled in exchange for the right to receive 184,285,695 shares of New MoneyLion Common Stock;
- 3,394,660 outstanding and unexercised options to purchase shares of MoneyLion Common Stock ("MoneyLion Options") converted into options to acquire 38,732,676 shares of New MoneyLion Common Stock, of which 18,861,298 options are vested and 19,871,378 options are unvested; and
- each holder of an outstanding share of MoneyLion Common Stock (following the Conversion) and/or MoneyLion Options (each such holder, an "Earnout Participant") also received the right to receive the applicable pro rata portion of New MoneyLion Common Stock (the "Earnout Shares") with respect to each share of New MoneyLion Common Stock or option exercisable for shares of New MoneyLion Common Stock, contingent upon New MoneyLion Common Stock reaching certain price milestones.

A maximum of 17,500,000 Earnout Shares are contingently payable as follows:

- First Share Price Milestone. If after the Closing Date, but before the fifth anniversary of the Closing Date, the closing share price of New MoneyLion Common Stock is equal to or greater than $12.50 (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period beginning on or after the Closing Date, New MoneyLion will issue to each Earnout Participant its pro rata portion of 7,500,000 Earnout Shares.
- Second Share Price Milestone. If after the Closing Date, but before the fifth anniversary of the Closing Date, the closing share price of New MoneyLion Common Stock equals or exceeds $16.50 (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period beginning on or after the Closing Date, New MoneyLion will issue to each Earnout Participant its pro rata portion of 10,000,000 Earnout Shares.

In connection with the Closing, holders of 25,887,987 shares of Fusion's Class A common stock sold in its initial public offering (the "public shares") exercised their right to have such shares redeemed for a pro rata portion of the proceeds from Fusion's initial public offering held in the Trust Account (as defined in the Proxy Statement/Prospectus) plus interest, calculated as of two business days prior to the consummation of the business combination, or approximately $10.00 per share and approximately $258,895,892 million in the aggregate (the "Redemptions"). The consummation of the Transactions resulted in approximately $341,237,366 in gross cash proceeds to New MoneyLion, approximately $50,688,543 of which was used to pay transaction-related expenses and for the paydown of existing MoneyLion debt obligations. Following the Redemptions and the issuance of PIPE Shares in connection with the PIPE Financing, 42,862,013 public shares remained outstanding (consisting of 25,000,000 shares held by PIPE Investors, 8,750,000 shares held by the Sponsor and 9,112,013 shares held by Fusion public stockholders).

The Merger Agreement provides that MoneyLion's obligation to consummate the transactions contemplated by the Merger Agreement (but not Fusion's) was conditioned on, among other things, a requirement that the funds contained in the Trust Account as of the Closing Date (the "Available New MoneyLion Cash"), after all amounts required to be paid pursuant to the Redemptions have been paid, together with the proceeds actually received by Fusion upon consummation of the PIPE Financing (as defined in the Proxy Statement/Prospectus) and after giving effect to the payment of all Parent Transaction Costs and Company Transaction Costs (each as defined in the Proxy Statement/Prospectus) must be equal to or exceed $260,000,000 (the "Minimum Required Funds"). On the Closing Date the Available New MoneyLion Cash exceeded the

Minimum Required Funds.

As previously announced, on February 11, 2021, concurrently with the execution of the Merger Agreement, Fusion, MoneyLion, Fusion's directors and officers and the Sponsor entered into the Sponsor Support Agreement, attached hereto as Exhibit 10.2 and which is incorporated herein by reference (the "Sponsor Support Agreement").

Upon consummation of the Transactions:

- each outstanding share of Fusion Class B common stock automatically converted into one share of New MoneyLion Common Stock; and
- outstanding warrants to purchase the common stock of Fusion automatically converted into warrants to purchase shares of New MoneyLion Common Stock.

As of the Closing Date and following the completion of the sale of 25,000,000 shares of New MoneyLion Common Stock in the PIPE Financing, New MoneyLion had the following outstanding securities:

- 227,147,708 shares of New MoneyLion Common Stock;
- 38,732,676 New MoneyLion options, of which options to purchase 18,861,298 shares of New MoneyLion Common Stock are vested and options to purchase 19,871,378 shares of New MoneyLion Common stock are unvested; and
- 17,500,000 public warrants, each exercisable for one share of New MoneyLion Common Stock at a price of $11.50 per share and 8,100,000 private placement warrants, each exercisable for one share of New MoneyLion Common Stock at a price of $11.50 per share.

A more complete description of the material terms and conditions of the Merger Agreement is set forth in the Proxy Statement/Prospectus sections titled "*The Business Combination Proposal*" and "*The Merger Agreement*," which are incorporated herein by reference. The disclosure set forth in the "Introductory Note" above of this Current Report on Form 8-K (this "Report") and Exhibits 2.1, 2.2 and 2.3 attached hereto are also incorporated into this Item 2.01 by reference.

FORM 10 INFORMATION

Forward-Looking Statements

This Report, and some of the information incorporated by reference herein, includes forward-looking statements regarding, among other things, the plans, strategies and prospects, both business and financial, of New MoneyLion. These statements are based on the beliefs and assumptions of the management of New MoneyLion. Although New MoneyLion believes that the respective plans, intentions and expectations reflected in or suggested by these forward-looking statements are reasonable, New MoneyLion cannot assure you that it will achieve or realize these plans, intentions or expectations. Forward-looking statements are inherently subject to risks, uncertainties and assumptions. Generally, statements that are not historical facts, including statements concerning possible or assumed future actions, business strategies, events or results of operations, are forward-looking statements. These statements may be preceded by, followed by or include the words "believes," "estimates," "expects," "projects," "forecasts," "may," "will," "should," "seeks," "plans," "scheduled," "anticipates" or "intends" or similar expressions. The forward-looking statements are based on projections prepared by, and are the responsibility of, New MoneyLion's management. Forward-looking statements contained in this Report, or the information incorporated by reference herein, include, but are not limited to, statements about the ability of New MoneyLion to:

- realize the benefits expected from the Business Combination;
- maintain the listing of New MoneyLion's Class A common stock on NYSE following the Business Combination;
- New MoneyLion's ability to raise financing in the future and to comply with restrictive covenants related to long-term indebtedness;
- New MoneyLion's success in retaining or recruiting, or changes required in, its officers, key employees or directors following the Business Combination;
- factors relating to the business, operations and financial performance of New MoneyLion, including:
- New MoneyLion's ability to comply with laws and regulations applicable to its business; and
- market conditions and global and economic factors beyond New MoneyLion's control;
- intense competition and competitive pressures from other companies worldwide in the industries in which the combined company will operate; and
- litigation and the ability to adequately protect New MoneyLion's intellectual property rights.

Various factors that could cause actual results to differ from those implied by the forward-looking statements in this Report or in the information incorporated by reference herein are more fully described in the Proxy Statement/Prospectus under the heading "*Risk Factors*." The risks described under the heading "*Risk Factors*" are not exhaustive. Other sections of the Proxy Statement/Prospectus describe additional factors that could adversely affect the business, financial condition or results of operations of New MoneyLion. New risk factors emerge from time to time and it is not possible to predict all such risk factors, nor can New MoneyLion assess the impact of all such risk factors on the business of New MoneyLion, or the extent to which any factor or combination of factors may cause actual results to differ materially from those contained in any forward-looking statements. Forward-looking statements are not guarantees of performance. You should not put undue reliance on these statements, which speak only as of the date hereof. All forward-looking statements attributable to New MoneyLion or persons acting on its behalf are expressly qualified in their entirety by the foregoing cautionary statements. New MoneyLion undertakes no obligations to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

Business

The business of New MoneyLion is described in the Proxy Statement/Prospectus in the sections titled "*Information About the Parties to the Business Combination*," "*Business of MoneyLion*" and "*Other Information Related to Fusion*," which information is incorporated herein by reference.

Risk Factors

The risks associated with New MoneyLion's business and operations are set forth in the Proxy Statement/Prospectus in the section titled "*Risk Factors*," which information is

incorporated herein by reference.

Financial Information

Reference is made to the disclosure set forth in Item 9.01 of this Report concerning the financial information of MoneyLion, Fusion and the post-combination New MoneyLion. Reference is further made to the disclosure contained in the Proxy Statement/Prospectus in the sections titled "*Unaudited Pro Forma Condensed Combined Financial Information*," "*Management's Discussion and Analysis of Financial Condition and Results of Operations of Fusion*" and "*Management's Discussion and Analysis of Financial Condition and Results of Operations of MoneyLion*," which are incorporated herein by reference.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Reference is made to the disclosure contained in the Proxy Statement/Prospectus in the sections titled "*Management's Discussion and Analysis of Financial Condition and Results of Operations of Fusion*" and "*Management's Discussion and Analysis of Financial Condition and Results of Operations of MoneyLion*," which are incorporated herein by reference.

Quantitative and Qualitative Disclosures about Market Risk

Reference is made to the disclosure contained in the Proxy Statement/Prospectus in the section titled "*Management's Discussion and Analysis of Financial Condition and Results of Operations of MoneyLion—Quantitative and Qualitative Disclosures about Market Risks*" and "*Management's Discussion and Analysis of Financial Condition and Results of Operations of Fusion—Quantitative and Qualitative Disclosures about Market Risk*," which are incorporated herein by reference.

Properties

Reference is made to the disclosure contained in the Proxy Statement/Prospectus in the section titled "*Other Information Related to Fusion —Properties*," which is incorporated herein by reference.

Redemption

Following the Closing, the New MoneyLion board approved the redemptions of shares of New MoneyLion Common Stock held by executive officers, including Diwakar (Dee) Choubey, Richard (Rick) Correia, Chee Mun Foong, Timmie Hong, Samantha Roady and Adam VanWagner for $10.00 per share of New MoneyLion Common Stock. New MoneyLion redeemed 970,000 shares of New MoneyLion Common Stock from Diwakar (Dee) Choubey, 566,668 shares of New MoneyLion Common Stock from Richard (Rick) Correia, 208,994 shares of New MoneyLion Common Stock from Chee Mun Foong, 208,334 shares of New MoneyLion Common Stock from Timmie Hong, 117,587 shares of New MoneyLion Common Stock from Samantha Roady and 79,379 shares of New MoneyLion Common Stock from Adam VanWagner.

Beneficial Ownership of Securities

The following table sets forth information known to New MoneyLion regarding the beneficial ownership of New MoneyLion Common Stock as of the Closing Date by:

- each person known to New MoneyLion to be the beneficial owner of more than 5% of New MoneyLion Common Stock;
- each of New MoneyLion's named executive officers and directors; and
- all executive officers and directors of New MoneyLion as a group.

Beneficial ownership is determined according to the rules of the SEC, which generally provide that a person has beneficial ownership of a security if he, she or it possesses sole or shared voting or investment power over that security, including options and warrants that are currently exercisable or exercisable within 60 days.

The beneficial ownership of New MoneyLion Common Stock is based on 227,147,708 shares of New MoneyLion Common Stock issued and outstanding immediately following consummation of the Transactions.

Unless otherwise indicated, New MoneyLion believes that each person named in the table below has sole voting and investment power with respect to all shares of New MoneyLion Class A Common Stock beneficially owned by them.

	Number of shares of New MoneyLion Class A common stock	**% of Total Voting Power**[7]
Directors and Executive Officers of New MoneyLion[7]		
Diwakar (Dee) Choubey[1][2]	21,369,181	9.4%
Richard (Rick) Correia[1]	4,860,677	2.1%
Samantha Roady[1]	2,011,562	*
Timmie (Tim) Hong[1]	2,379,557	1.0%
Chee Mun Foong[1]	2,889,823	1.3%
Ambassador (Ret) Dwight L. Bush[1]	—	—
Adam VanWagner[1]	67,486	—
John Chrystal[1]	262,049	—
Gregory DePetris[1]	596,275	*
Chris Sugden[1]	—	—
Jeffrey Gary	—	—
Annette Nazareth[1]	—	—
Matt Derella[1]	—	—
Michael Paull[1]	—	—
Lisa Gersh[1]	—	—
All Directors and Executive Officers of New MoneyLion as a Group (fifteen individuals)	**34,436,610**	**15.2%**
Five Percent Holders:		
Rohit D'Souza[1][3]	24,587,275	10.8%

Fintech Collective[4]	18,735,926	8.2%
Edison Partners[5]	32,625,157	14.4%
Greenspring[6]	23,371,457	10.3%

* Less than one percent.

(1) The business address of each of these stockholders is c/o MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010.

(2) Includes (i) 88,175 shares and 398,955 options exercisable into shares held by Mr. Choubey's spouse and (ii) 3,363,598 shares held in trusts, the beneficiaries of which are members of Mr. Choubey's family. Mr. Choubey disclaims beneficial ownership of all shares held of record by such trusts.

(3) Includes 21,300,039 shares indirectly beneficially owned through RDS MoneyLion Holdings I, LLC, 1,582,433 shares indirectly beneficially owned through Bear Creek Ventures, LLC and 1,704,803 shares indirectly beneficially owned through Telluride Capital Ventures, LLC.

(4) FinTech Collective, LLC ("Fintech Collective") holds shares in MoneyLion through FinTech Collective II-AV LLC, FinTech Collective SL1 LLC, FinTech Collective SL2 LLC, FinTech Collective SL3 LLC, FinTech Collective SL4 LLC, and FinTech Collective W2 LLC. FinTech Collective, LLC is the sole manager of FinTech Collective Management LLC, which in turn manages the above-mentioned shareholders of MoneyLion. The business address is 200 Park Avenue South, Suite 1611, New York NY 10003.

(5) Edison Partners VIII, L.P. ("Edison Partners"), a Delaware limited partnership, is a registered holder of shares in MoneyLion Inc. Edison VIII GP LLC, a Delaware limited liability company, is the general partner of Edison Partners VIII, L.P. Christopher S. Sugden is the Managing Member of the general partner. The business address of Edison Partners and its general partner is: Edison Partners, 281 Witherspoon Street, Suite 300, Princeton, NJ 08540.

(6) Greenspring Associates, LLC ("Greenspring") is the investment manager of several direct shareholders of MoneyLion, including AU Special Investments II, L.P., Greenspring Global Partners VIII-A, L.P., Greenspring Global Partners VIII-C, L.P., Greenspring Opportunities IV, L.P., and Greenspring SK Special, L.P. (collectively, the "Greenspring Funds"). Greenspring has voting and dispositive power over the shares held by the Greenspring Funds pursuant to each Greenspring Fund's limited partnership agreement and certain investment management agreements to which Greenspring and such Greenspring Funds are parties. The address for Greenspring is 100 Painters Mill Road, Suite 700, Owings Mills, MD 21117.

(7) The number of shares of New MoneyLion Class A common stock and the percentages of Total Voting Power do not reflect the redemptions approved by the New MoneyLion board following closing with respect to the shares of New MoneyLion Common Stock held by executive officers, including Diwakar (Dee) Choubey, Richard (Rick) Correia, Chee Mun Foong, Timmie Hong, Samantha Roady and Adam VanWagner, as further described in the subsection titled "Redemptions" of this Report.

Directors and Executive Officers

The following persons constitute the Board, effective upon the Closing: John Chrystal, Annette Nazareth, Chris Sugden, Diwakar (Dee) Choubey, Ambassador (Ret) Dwight L. Bush, Gregory DePetris, Jeffrey Gary, Lisa Gersh, Matt Derella and Michael Paull. Information with respect to New MoneyLion's directors, including biographical information regarding these individuals, is set forth in the Proxy Statement/Prospectus in the section titled "*New MoneyLion Management After the Business Combination*," which information is incorporated herein by reference.

The Board is divided into three classes with only one class of directors being elected in each year and each class (except for those directors appointed prior to our first annual meeting of stockholders) serving a three-year term. New MoneyLion's directors will be divided among the three classes as follows:

(1) New MoneyLion's Class I directors will be Gregory DePetris, Chris Sugden and Jeffrey Gary, and their terms will expire at the first annual meeting of stockholders to be held following the consummation of the Business Combination.

(2) New MoneyLion's Class II directors will be John Chrystal, Lisa Gersh and Dwight L. Bush, and their terms will expire at the second annual meeting of stockholders to be held following the consummation of the Business Combination.

(3) New MoneyLion's Class III directors will be Diwakar (Dee) Choubey, Annette Nazareth, Michael Paull and Matt Derella, and their terms will expire at the third annual meeting of stockholders to be held following the consummation of the Business Combination.

In connection with the consummation of the Business Combination, the following individuals were appointed to serve as New MoneyLion's executive officers: Diwakar (Dee) Choubey was appointed to serve as Chief Executive Officer and President, Richard (Rick) Correia was appointed to serve as Chief Financial Officer and Treasurer, Samantha Roady was appointed to serve as Chief Operating Officer, Timmie (Tim) Hong was appointed to serve as Chief Product Officer, Chee Mun Foong was appointed to serve as Chief Technology Officer, and Adam VanWagner was appointed to serve as General Counsel and Secretary. Information with respect to New MoneyLion's executive officers, including biographical information regarding these individuals, is set forth in the Proxy Statement/Prospectus in the section titled "*New MoneyLion Management After the Business Combination*," which information is incorporated herein by reference.

Committees of the Board of Directors

Information with respect to the composition of the committees of the Board immediately after the Closing is set forth in the Proxy Statement/Prospectus in the section titled "*New MoneyLion Management After the Business Combination—Board Committees*," which information is incorporated herein by reference. However, Michael Paull has not yet been appointed to the committees of the Board.

Independence of our Board of Directors

Information with respect to the independence of the directors of New MoneyLion is set forth in the Proxy Statement/Prospectus in the section titled "*New MoneyLion Management After the Business Combination—Board Structure and Compensation of Directors*," which information is incorporated herein by reference.

Director Compensation

A description of the compensation of the directors of New MoneyLion is set forth in the Proxy Statement/Prospectus in the section titled "*MoneyLion's Executive and Director Compensation*," which information is incorporated herein by reference.

Executive Compensation

A description of the compensation of the named executive officers is set forth in the Proxy Statement/Prospectus in the section titled "*MoneyLion's Executive and Director Compensation*," which information is incorporated herein by reference. The full text of MoneyLion's employment agreements with its named executive officers (the "Employment Agreements") are included as Exhibits 10.5 and 10.6 to this Report and are incorporated herein by reference.

Following the Closing of the Business Combination, New MoneyLion intends to enter into new employment agreements with Messrs. Choubey and Correia that will provide for substantially the terms set forth in the Proxy Statement/Prospectus in the section titled "*MoneyLion's Executive and Director Compensation*," which information is incorporated herein by reference.

Omnibus Incentive Plan and 2021 Employee Stock Purchase Plan

At the Special Meeting, Fusion stockholders approved the Omnibus Incentive Plan (the "Incentive Plan") and the 2021 Employee Stock Purchase Plan (the "ESPP"). Copies of the full text of the Incentive Plan and ESPP are attached hereto as Exhibits 10.3 and 10.4, respectively, and are incorporated herein by reference.

Omnibus Incentive Plan

The purpose of the Incentive Plan is to enable New MoneyLion to offer its employees, directors and other individual service providers long-term equity-based incentives, thereby attracting and retaining and rewarding such individuals, and strengthening the mutuality of interests between such individuals and New MoneyLion shareholders. Awards under the Incentive Plan may include one or more of the following types: (i) stock options (both nonqualified and incentive stock options), (ii) stock appreciation rights, or SARs, (iii) restricted stock awards, (iv) restricted stock unit awards, or RSUs, (v) performance awards, (vi) other cash-based awards and (vii) other stock-based awards. The material features of the Incentive Plan are described in the Proxy Statement/Prospectus in the section title "*The Incentive Plan Proposal*" and such description is incorporated herein by reference.

The Incentive Plan permits the Company to deliver up to 56,697,934 shares of New MoneyLion Common Stock pursuant to awards issued under the Incentive Plan, including 17,712,158 shares of New MoneyLion Common Stock and up to 38,985,776 shares of New MoneyLion Common Stock subject to outstanding prior awards. The number of shares of New MoneyLion Common Stock reserved for issuance under the Incentive Plan will automatically increase on the first day of each fiscal year, beginning on January 1, 2022, by the lesser of (i) 2% of the total number of outstanding shares of New MoneyLion Common Stock on December 31st of the immediately preceding calendar year and (ii) such smaller number of shares of New MoneyLion Common Stock as determined by the Board.

Employee Stock Purchase Plan

The purpose of the ESPP is to provide a means by which New MoneyLion employees may be given an opportunity to purchase shares of New MoneyLion Common Stock, to assist in retaining the services of new employees and to provide incentives for such persons to exert maximum efforts for New MoneyLion's success. The material features of the ESPP are described in the Proxy Statement/Prospectus in the section title "*The ESPP Proposal*" and such description is incorporated herein by reference.

The ESPP permits New MoneyLion to deliver up to 3,936,035 shares of New MoneyLion Common Stock pursuant to awards issued under the ESPP. The number of shares of New MoneyLion Common Stock reserved for issuance under the ESPP will automatically increase on the first day of each calendar year, commencing on January 1, 2022 through December 31, 2031, by the least of (i) 3,936,035 shares of New MoneyLion Common Stock, (ii) 1.5% of the total number of shares of New MoneyLion Common Stock outstanding on December 31 of the immediately preceding calendar year and (iii) such other number of shares of New MoneyLion Common Stock as determined by the Board.

Certain Relationships and Related Party Transactions

Certain relationships and related party transactions are described in the Proxy Statement/Prospectus in the sections titled "*Proposal No. 1: The Business Combination Proposal —Interests of Fusion's Directors and Officers in the Business Combination*" and "*Certain Relationships and Related Person Transactions*," which information is incorporated herein by reference.

Legal Proceedings

Reference is made to the disclosure regarding legal proceedings in the sections of the Proxy Statement/Prospectus titled "*Other Information Related to Fusion—Legal Proceedings*" and "*Business of New MoneyLion—Legal and Regulatory Proceedings,"* which information is incorporated herein by reference.

Market Price of and Dividends on the Company's Common Equity and Related Stockholder Matters

New MoneyLion Class A Common Stock and public warrants began trading on the NYSE under the symbol "ML" and "ML WS," respectively, on September 23, 2021, subject to ongoing review of New MoneyLion's satisfaction of all listing criteria post-Business Combination.

New MoneyLion has not paid any cash dividends on its common stock to date. Any decision to declare and pay dividends in the future will be made at the sole discretion of the Board and will depend on, among other things, New MoneyLion's results of operations, cash requirements, financial condition, contractual restrictions and other factors that the Board may deem relevant. Further, the ability of New MoneyLion to declare dividends may be limited by the terms of financing or other agreements entered into by New MoneyLion or its subsidiaries from time to time.

Reference is made to the section of the Proxy Statement/Prospectus titled "*Market Price, Ticker Symbol and Dividend Information*," which is incorporated herein by reference.

Recent Sales of Unregistered Securities

The disclosure set forth in this Report in the section titled "Introductory Note" and in Item 3.02 is incorporated herein by reference.

Description of Company's Securities

The description of New MoneyLion securities is contained in the Proxy Statement/Prospectus in the section titled "*Description of New MoneyLion Securities*," which information is incorporated herein by reference.

Indemnification of Directors and Officers

The information set forth under Item 1.01 of this Report concerning New MoneyLion's entry into indemnification agreements is incorporated herein by reference.

Financial Statements and Exhibits

The information set forth under Item 9.01 of this Report is incorporated herein by reference.

Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

The information set forth under Item 4.01 of this Report is incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

The disclosure set forth above in this Report in the section titled "Introductory Note" is incorporated herein by reference. The shares issued in the PIPE Financing in connection with the Subscription Agreements have not been registered under the Securities Act in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act.

Item 3.03. Material Modification to Rights of Security Holders.

In connection with the consummation of the Business Combination, Fusion changed its name to MoneyLion Inc. and adopted an amended and restated certificate of incorporation and amended and restated bylaws, effective as of the Closing Date. Reference is made to the disclosure described in the Proxy Statement/Prospectus in the sections titled "*Comparison of New MoneyLion Stockholder Rights*," "*Proposal No. 2: The Charter Proposal*" and "*Proposal No. 3: The Advisory Charter Proposals*," which are incorporated herein by reference.

As disclosed below in Item 8.01, in accordance with Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), MoneyLion Inc. is the successor issuer to Fusion and has succeeded to the attributes of Fusion as the registrant. In addition, the shares of common stock of MoneyLion Inc., as the successor to Fusion, are deemed to be registered under Section 12(b) of the Exchange Act.

Amended and Restated Certificate of Incorporation

Upon the closing of the Business Combination, Fusion replaced its amended and restated certificate of incorporation with the amended and restated certificate of incorporation of MoneyLion Inc. (the "New MoneyLion Amended and Restated Certificate of Incorporation"). A description of the New MoneyLion Amended and Restated Certificate of Incorporation is contained in the Proxy Statement/Prospectus section titled "*Comparison of New MoneyLion Stockholder Rights*," which information is incorporated herein by reference. A copy of the New MoneyLion Amended and Restated Certificate of Incorporation is attached hereto as Exhibit 3.1 to this Report and is incorporated herein by reference.

Amended and Restated Bylaws

Upon the closing of the Business Combination, Fusion replaced its amended and restated bylaws with the amended and restated bylaws of MoneyLion Inc. (the "New MoneyLion Amended and Restated Bylaws"). A description of the New MoneyLion Amended and Restated Bylaws is contained in the Proxy Statement/Prospectus section titled "*Comparison of New MoneyLion Stockholder Rights*," which information is incorporated herein by reference. A copy of the New MoneyLion Amended and Restated Bylaws is attached hereto as Exhibit 3.2 to this Report and is incorporated herein by reference.

Item 4.01. Change in Registrant's Certifying Accountant.

(a) Dismissal of independent registered public accounting firm.

On September 22, 2021, the Board dismissed WithumSmith+Brown, PC ("Withum"), the independent registered public accounting firm of Fusion prior to the Business Combination, as New MoneyLion's independent registered public accounting firm.

Withum's report on the balance sheets of Fusion, New MoneyLion's legal predecessor, as of December 31, 2020, and the related statements of operations, changes in temporary equity and permanent equity and cash flows for the period ended from March 6, 2020 (inception) through December 31, 2020 did not contain an adverse opinion or a disclaimer of opinion and was not qualified or modified as to uncertainties, audit scope or accounting principles.

During the period from March 6, 2020 through December 31, 2020, and the subsequent interim period through September 22, 2021, there were no: (i) disagreements with Withum on any matter of accounting principles or practices, financial statement disclosures or audited scope or procedures, which disagreements if not resolved to Withum's satisfaction would have caused Withum to make reference to the subject matter of the disagreement in connection with its report or (ii) reportable events, as defined in Item 304(a)(1)(v) of Regulation S-K other than the material weakness in internal controls identified by management related to the accounting for warrants issued in connection with Fusion's initial public offering, which resulted in the restatement of Fusion's financial statements as set forth in Fusion's Form 10-K/A for the year in the period ended December 31, 2020, as filed with the SEC on May 6, 2021.

New MoneyLion has provided Withum with a copy of the disclosures made by New MoneyLion in response to this Item 4.01 and requested that Withum furnish New MoneyLion with a letter addressed to the SEC stating whether it agrees with the statements made by the registrant set forth above and, if not, stating the respects in which it does not agree. A copy of the letter from Withum, dated September 28, 2021, is attached as Exhibit 16.1 to this Report, and is incorporated herein by reference.

(b) Disclosures regarding the new independent auditor.

On September 22, 2021, the Board approved the engagement of RSM US LLP ("RSM") as the independent registered public accounting firm of New MoneyLion following the consummation of the Business Combination. RSM served as the independent registered public accounting firm of MoneyLion prior to the Business Combination.

During the period from January 1, 2019 through September 22, 2021, Fusion did not consult RSM with respect to either (i) the application of accounting principles to a specified transaction, either completed or proposed, the type of audit opinion that might be rendered on Fusion's financial statements, and no written report or oral advice was provided to Fusion by RSM that RSM concluded was an important factor considered by Fusion in reaching a decision as to any accounting, auditing or financial reporting issue; or (ii) any matter that was either the subject of a disagreement, as that term is described in Item 304(a)(1)(iv) of Regulation S-K under the Exchange Act and the related instructions to Item 304 of Regulation S-K under the Exchange Act, or a reportable event, as that term is defined in Item 304(a)(1)(v) of Regulation S-K under the Exchange Act.

Item 5.01. Changes in Control of Registrant.

Reference is made to the Proxy Statement/Prospectus section titled "*Proposal No. 1: The Business Combination Proposal*," which is incorporated herein by reference. Further reference is made to the information contained in the "Introductory Note" and Item 2.01 of this Report, which is incorporated herein by reference.

Immediately after giving effect to the Business Combination and the PIPE Financing, (1) Fusion public stockholders owned approximately 4.01% of the outstanding New MoneyLion Common Stock, (2) MoneyLion stockholders owned approximately 81.13% of the outstanding New MoneyLion Common Stock, (3) the Sponsor owned approximately 3.85% of the outstanding New MoneyLion Common Stock and (4) the PIPE Investors owned approximately 11.01% of the outstanding New MoneyLion Common Stock.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

The information contained in Item 1.01 and Item 2.01 to this Report and in the Proxy Statement/Prospectus in the sections titled "*New MoneyLion Management After the Business Combination*," "*MoneyLion's Executive and Director Compensation*" and "*Certain Relationships and Related Party Transactions*" is incorporated by reference herein.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Reference is made to the disclosure set forth above under Item 3.03 concerning the adoption of the New MoneyLion Amended and Restated Articles of Incorporation and the New MoneyLion Amended and Restated Bylaws. Further reference is made to the sections of the Proxy Statement/Prospectus titled "*Comparison of New MoneyLion Stockholder Rights*" and "*Proposal No. 2: The Charter Proposal*," which is incorporated herein by reference.

Item 5.05. Amendments to the Registrant's Code of Ethics, or Waiver of a Provision of the Code of Ethics.

Effective September 22, 2021, the Board adopted a new Code of Business Conduct and Ethics (the "Code"). The Code applies to all employees, officers and directors of New MoneyLion, its affiliates and its subsidiaries. The Board adopted the Code to reflect what New MoneyLion considers to be the current best practices and policies for an operating company and to make certain technical, administrative, and non-substantive amendments to the prior Code of Ethics and Business Conduct. The adoption of the Code did not relate to, or result in, any waiver, explicit or implicit, of any provision of any prior code of conduct.

The above description of the Code does not purport to be complete and is qualified in its entirety by reference to the full text of the Code, a copy of which attached as Exhibit 14.1 hereto and incorporated herein by reference.

Item 5.06. Change in Shell Company Status.

As a result of the Business Combination, New MoneyLion ceased to be a shell company upon the closing of the Business Combination. Reference is made to the disclosures in the Proxy Statement/Prospectus sections titled "*The Merger Agreement*" and "*Proposal No. 1: The Business Combination Proposal*," as well as to the information set forth under Item 2.01 in this Report, each of which is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(a) Financial statements of businesses acquired.

The unaudited condensed consolidated financial statements of MoneyLion for the six months ended June 30, 2021 and June 30, 2020 and the related notes thereto are set forth in the Proxy Statement/Prospectus beginning on page F-44 and are incorporated herein by reference.

The consolidated financial statements of MoneyLion for the years ended December 31, 2020 and December 31, 2019, the related notes and the report of independent registered public accounting firm thereto are set forth in the Proxy Statement/Prospectus beginning on page F-65 and are incorporated herein by reference.

The unaudited financial statements of Fusion for the six months ended June 30, 2021 and June 30, 2020 and the related notes thereto are set forth in the Proxy Statement/Prospectus beginning on page F-3 and are incorporated herein by reference.

The financial statements of Fusion for the period from March 6, 2020 (inception) through December 31, 2020, the related notes and the report of independent registered public accounting firm thereto are set forth in the Proxy Statement/Prospectus beginning on page F-19 and are incorporated herein by reference.

(b) Pro forma financial information.

The unaudited pro forma financial information of the consolidated combined financial information of New MoneyLion is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

(d) Exhibits.

Exhibit	Description
2.1†	Merger Agreement, dated as of February 11, 2021, by and among Fusion Acquisition Corp., ML Merger Sub Inc. and MoneyLion Inc. (incorporated by reference to exhibit 2.1 of Fusion's Form S-4 (File 333-255936), filed with the SEC on August 30, 2021).
2.2	Amendment No. 1 to Merger Agreement, dated as of June 28, 2021, by and among MoneyLion Inc., Fusion Acquisition Corp. and ML Merger Sub Inc. (incorporated by reference to exhibit 2.2 of Fusion's Form S-4 (File 333-255936), filed with the SEC on August 30, 2021).
2.3	Amendment No. 2 to Merger Agreement, dated as of September 4, 2021, by and among MoneyLion Inc., Fusion Acquisition Corp. and ML Merger Sub Inc. (incorporated by reference to exhibit 2.1 of Fusion's Form 8-K (File 333-255936), filed with the SEC on September 8, 2021).
3.1	Form of New MoneyLion Charter (incorporated by reference to exhibit 3.3 of Fusion's Form S-4 (File 333-255936), filed with the SEC on August 30, 2021).
3.2	Form of New MoneyLion Bylaws (incorporated by reference to exhibit 3.4 of Fusion's Form S-4 (File 333-255936), filed with the SEC on August 30, 2021).
3.3*	Form of Registration Rights Agreement, dated as of September 22, 2021, by and among MoneyLion Inc., Fusion Sponsor LLC and certain stockholders and affiliates of MoneyLion Inc.
3.4*	Form of Indemnification Agreement.
10.1	Form of Subscription Agreement, dated February 11, 2021, by and between Fusion Acquisition Corp., and the undersigned subscriber party thereto (incorporated by reference to exhibit 10.1 of Fusion's Form S-4 (File 333-255936), filed with the SEC on August 30, 2021).
10.2	Sponsor Agreement, dated as of February 11, 2021, by and among Fusion Acquisition Corp., Fusion Sponsor LLC, MoneyLion Inc. and the other parties thereto (incorporated by reference to Exhibit 10.2 of Fusion's Current Report on Form 8-K (File No. 001-39346), filed with the SEC on February 12, 2021).
10.3*	Form of MoneyLion Inc. Incentive Plan (incorporated by reference to exhibit 10.3 of Fusion's Form S-4 (File 333-255936), filed with the SEC on August 30, 2021).
10.4*	Form of MoneyLion Inc. Employee Stock Purchase Plan (incorporated by reference to exhibit 10.4 of Fusion's Form S-4 (File 333-255936), filed with the SEC on August 30, 2021).
10.5*	Form of Employment Agreement, dated November 19, 2019 by and between MoneyLion Inc. and Diwakar Choubey.
10.6*	Form of Employment Agreement, dated November 19, 2019 by and between MoneyLion Inc. and Richard Correia.
14.1*	Code of Business Conduct and Ethics of MoneyLion Inc., effective September 22, 2021
16.1*	Letter from WithumSmith+Brown, PC to the SEC, dated September 28, 2021

99.1*	Unaudited Pro Forma Condensed Combined Financial Information
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filedherewith
^ Indicates management contract or compensatory plan.
† Certain of the exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(a)(5). The Registrant agrees to furnish a copy of all omitted exhibits and schedules to the SEC upon its request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MONEYLION INC.

By: /s/ Richard Correia
Name: Richard Correia
Title: Chief Financial Officer

Date: September 28, 2021

Exhibit 3.3

Execution Version

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "***Agreement***"), dated as of September 22, 2021, is made and entered into by and among each of MoneyLion Inc., a Delaware corporation (the "***Company***" (formerly known as Fusion Acquisition Corp., the "***SPAC***")), Fusion Sponsor, LLC, a Delaware limited liability company (the "***Sponsor***"), the holders of shares of common stock, preferred stock and warrants of Old MoneyLion (as defined below) set forth on the signature pages hereto (such holders, the "***ML Holders***") and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.2 of this Agreement (each, a "***Holder***" and collectively, the "***Holders***").

RECITALS

WHEREAS, the SPAC has issued the Sponsor an aggregate of 8,750,000 (the "***Founder Shares***") of the SPAC's Class B common stock, $0.0001 par value per share (the "***SPAC Class B Common Stock***");

WHEREAS, the Founder Shares are convertible into shares of the SPAC's Class A common stock, par value $0.0001 per share (the "**SPAC Class A *Common Stock***"), on the terms and conditions provided in the SPAC's amended and restated certificate of incorporation;

WHEREAS, the Sponsor purchased an aggregate of 8,100,000 private placement warrants of the SPAC, each exercisable to purchase one share of SPAC Class A common stock at $11.50 per share (each, a "***Placement Warrant***" and collectively, the "***Placement Warrants***") in a private placement transaction (the "***Private Placement***") occurring simultaneously with the closing of the Company's initial public offering (the "***IPO***");

WHEREAS, on June 25, 2020, the SPAC and the Sponsor entered into a Registration Rights Agreement (the "***Original Agreement***"), pursuant to which the SPAC granted the Sponsor and the other parties thereto certain registration rights with respect to certain securities of the Company;

WHEREAS, on the date hereof**,** upon the closing of the transactions (such transactions, the "***Transactions***") contemplated by that certain Agreement and Plan of Merger, dated as of February 11, 2021 (the "***Merger Agreement***"), by and among the SPAC, ML Merger Sub Inc. and MoneyLion, Inc., a Delaware corporation (prior to the Transactions, such corporation, "***Old MoneyLion***"), (i) each share of SPAC Class B Common Stock issued and outstanding immediately prior to the closing of the Transactions converted into a validly issued, fully paid and non-assessable share of Class A common stock, par value $0.0001 per share of the Company ("***Common Stock***"), (ii) each share of convertible preferred stock of Old MoneyLion converted into a share of common stock of Old MoneyLion (together with each existing share of common stock of Old MoneyLion, the "***MoneyLion Shares***") which, in turn, converted into a number of shares of Common Stock determined in accordance with the Merger Agreement and (iii) each warrant exercisable or redeemable for common shares or preferred shares of Old MoneyLion and not exercised or terminated pursuant to its terms in connection with the closing of Transactions converted into a warrant exercisable or redeemable for Common Stock ("***Warrant Shares***");

WHEREAS, in connection with the consummation of the Transactions, the Company and the Holders desire to enter into this agreement, which shall replace the Original Agreement and the Fifth Amended and Restated Investor Rights Agreement, dated as of March 23, 2020, by and among Old MoneyLion and the other parties thereto, in order to provide the Holders with registration rights on the terms set forth herein;

NOW, **THEREFORE**, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

"***Adverse Disclosure***" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Board or the Chairman, Chief Executive Officer or principal financial officer of the Company (i) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein (in the case of any Prospectus and any preliminary Prospectus, in the light of the circumstances under which they were made) not misleading, (ii) would not be required to be made at such time if the Registration Statement were not being filed, and (iii) the Company has a bona fide business purpose for not making such information public.

"***Agreement***" shall have the meaning given in the Preamble.

"***Board***" shall mean the Board of Directors of the Company.

"***Business Day***" means any day, other than a Saturday or a Sunday, that is neither a legal holiday nor a day on which banking institutions are generally authorized or required by law or regulation to close in the City of New York, New York.

"***Commission***" shall mean the Securities and Exchange Commission.

"***Common Stock***" shall have the meaning given in the Recitals hereto.

"***Company***" shall have the meaning given in the Preamble.

"***Demand Exercise Notice***" shall have the meaning given in subsection 2.1.2.

"***Demanding Holders***" shall have the meaning given in subsection 2.1.1(b).

"***Demand Registration***" shall have the meaning given in subsection 2.1.2.

"***Demand Registration Period***" shall have the meaning given in subsection 2.1.2.

"***Demand Registration Request***" shall have the meaning given in subsection 2.1.2.

"***Effectiveness Date***" shall have the meaning given in subsection 2.1.1.

"***Exchange Act***" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"***Filing Date***" shall have the meaning given in subsection 2.1.1(a).

"***Form S-1***" shall mean Form S-1 for the registration of securities under the Securities Act promulgated by the Commission.

"***Form S-3***" shall mean Form S-3 for the registration of securities under the Securities Act promulgated by the Commission.

"***Founder Lock-up Period***" shall mean, with respect to the number of Founder Shares held by the Sponsor, the period terminating on the earlier of (i) 180 days after the date hereof and (ii) the date on which the Common Share Price (as defined in the Merger Agreement) is equal to or greater than $12.00 (provided that, for purposes of this clause (ii), the measurement period for determining the Closing Share Price shall commence no earlier than 60 days following the date hereof).

"***Founder Shares***" shall have the meaning given in the Recitals hereto, and shall include any shares of Common Stock into which such Founder Shares convert pursuant to the terms of the SPAC's third amended and restated certificate of incorporation.

"***Holders***" shall have the meaning given in the Preamble.

"***Initiating Holders***" shall have the meaning given in subsection 2.1.2.

"***IPO***" shall have meaning set forth in the Recitals hereto.

"***Letter Agreement***" shall mean the letter agreement, dated as of June 25, 2020, by and among the SPAC, certain of the SPAC's officers and directors and the Sponsor, as amended.

"***Maximum Number of Securities***" shall have the meaning given in subsection 2.1.3.

"***Merger Agreement***" shall have the meaning set forth in the Recitals hereto.

"***Minimum Demand Threshold***" shall mean $15,000,000.

"***Misstatement***" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement, preliminary Prospectus or Prospectus, or necessary to make the statements in a Registration Statement, preliminary Prospectus or Prospectus, in the case of the preliminary Prospectus or Prospectus, in light of the circumstances under which they were made, not misleading.

"***ML Holders***" shall have the meaning set forth in the Preamble.

"***MoneyLion Lock-Up Period***" shall mean the period terminating on the earlier of (i) 180 days after the date hereof and (ii) the date on which the Common Share Price (as defined in the Merger Agreement) is equal to or greater than $12.00 (provided that, for purposes of this clause (ii), the measurement period for determining the Closing Share Price shall commence no earlier than 60 days following the date hereof).

"***MoneyLion Shares***" shall have the meaning set forth in the Recitals hereto.

"***Old MoneyLion***" shall have the meaning set forth in the Recitals hereto.

"***Original Agreement***" shall have the meaning set forth in the Recitals hereto.

"***Permitted Transferees***" shall mean any person or entity to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities prior to the expiration of the Founder Lock-up Period or MoneyLion Lock-Up Period or Placement Warrant Lock-up Period, as the case may be, hereunder, under the Sponsor Support Agreement, the bylaws of the Company and any other applicable agreement between such Holder and the Company, and to any transferee thereafter.

"***Piggy-back Registration***" shall have the meaning given in Section 2.2.1.

"***PIPE***" shall have the meaning set forth in the Recitals hereto.

"***Placement Warrant Lock-up Period***" shall mean, with respect to the Placement Warrants, a period terminating 30 days after the date hereof, subject to certain exceptions set forth in the Letter Agreement.

"***Placement Warrant***" or "***Placement Warrants***" shall have the meaning given in the Recitals hereto.

"***Private Placement***" shall have the meaning given in the Recitals hereto.

*"**Pro Rata**"* shall have the meaning given in Section 2.1.3.

"***Prospectus***" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all materials incorporated by reference in such prospectus.

"***Prospectus Date***" shall mean the date of the final Prospectus filed with the Commission and relating to the IPO.

"***Registrable Security***" shall mean (a) the shares of Common Stock issued or issuable upon the conversion of any Founder Shares or MoneyLion Shares, (b) the Placement Warrants (including any shares of Common Stock issued or issuable upon the exercise of any Placement Warrants), (c) the Warrant Shares and (d) any other equity security of the Company issued or issuable with respect to any such shares of Common Stock by way of a stock dividend or stock split or in connection with a combination of stock, acquisition, recapitalization, consolidation, reorganization, stock exchange, stock reconstruction and amalgamation or contractual control arrangement with, purchasing all or substantially all of the assets of, or engagement in any other similar transaction; provided, however, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (i) if a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act, at the earlier of (A) one year following the date the Registration Statement is declared effective or (B) the date that such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (ii) such securities may otherwise be transferred, new certificates or book entry credits for such securities not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (iii) such securities shall have ceased to be outstanding; or (iv) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"***Registration***" shall mean a registration effected by preparing and filing a Registration Statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such Registration Statement becoming effective.

"***Registration Expenses***" shall mean the out-of-pocket expenses of a Registration, including, without limitation, the following:

(A) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority and any securities exchange on which the Common Stock is then listed);

(B) fees and expenses of compliance with securities or blue sky laws (including reasonable fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);

(C) printing, messenger, telephone and delivery expenses;

(D) reasonable fees and disbursements of counsel for the Company

(E) reasonable fees and disbursements not to exceed $150,000 of one counsel for the Sponsor and its affiliates, which shall be selected by the Sponsor (or its successors or permitted assignees hereunder), pursuant to a Shelf Underwriting or Demand Registration;

(F) reasonable fees and disbursements not to exceed $25,000 of one counsel for the MoneyLion Holders, which shall be selected by the MoneyLion Holders, pursuant to a Shelf Underwriting or Demand Registration; and

(G) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration.

"***Registration Statement***" shall mean any registration statement that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all materials incorporated by reference in such registration statement.

"***Requesting Holder***" shall have the meaning given in subsection 2.1.3.

"***Securities Act***" shall mean the Securities Act of 1933, as amended from time to time.

"***Shelf Registrable Securities***" shall have the meaning given in subsection 2.1.1(b).

"***Shelf Registration Statement***" shall have the meaning given in subsection 2.1.1(a).

"***Shelf Underwriting***" shall have the meaning given in subsection 2.1.1(b).

"***Shelf Underwriting Notice***" shall have the meaning given in subsection 2.1.1(b).

"***Shelf Underwriting Request***" shall have the meaning given in subsection 2.1.1(b).

"***SPAC***" shall have the meaning set forth in the Recitals.

"***SPAC Class A Common Stock***" shall have the meaning set forth in the Recitals.

"***SPAC Class B Common Stock***" shall have the meaning set forth in the Recitals.

"***Sponsor***" shall have the meaning given in the Preamble.

"***Sponsor Support Agreement***" shall mean that certain Sponsor Support Agreement, dated as of February 11, 2021, by and among Sponsor, the Company, Old MoneyLion and the other parties thereto.

"***Transactions***" shall have the meaning set forth in the Recitals.

"***Underwriter***" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"***Underwritten Block Trade***" shall have the meaning given in Section 2.1.1(b).

"***Underwritten Registration***" or "***Underwritten Offering***" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

"***Warrant Shares***" shall have the meaning set forth in the Recitals.

ARTICLE II
REGISTRATIONS

2.1 Demand Registration.

2.1.1 Shelf Registration Statement. (a) As soon as practicable but no later than thirty (30) calendar days after the date hereof (the "***Filing Date***"), the Company shall prepare and file with (or confidentially submit to) the Commission a shelf registration statement under Rule 415 of the Securities Act (such registration statement, a "***Shelf Registration Statement***") covering the resale of all the Registrable Securities (determined as of two Business Days prior to such filing) on a delayed or continuous basis and shall use its commercially reasonable efforts to have such Shelf Registration Statement declared effective as soon as practicable after the filing thereof and no later than the earlier of (x) 60 calendar days (or 120 calendar days if the Commission notifies the Company that it will "review" the Shelf Registration Statement) following the date hereof and (y) 10 Business Days after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the Shelf Registration Statement will not be "reviewed" or will not be subject to further review (such earlier date, the "***Effectiveness Date***"); provided, however, that (i) if the Effectiveness Date falls on a Saturday, Sunday or other day that Commission is closed for business, the Effectiveness Date shall be extended to the next Business Day on which the Commission is open for business

and (ii) if the Commission is closed for operations due to a government shutdown, the Effectiveness Date shall be extended by the same amount of Business Days that the Commission remains closed for operations. Such Shelf Registration Statement shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. The Company shall maintain the Shelf Registration Statement in accordance with the terms hereof, and shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements as may be necessary to keep a Shelf Registration Statement continuously effective, available for use to permit all Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. If at any time the Company shall have qualified for the use of a Registration Statement on Form S-3 or any other form that permits incorporation of substantial information by reference to other documents filed by the Company with the Commission and at such time the Company has an outstanding Shelf Registration Statement on Form S-1, then the Company shall use its commercially reasonably efforts to convert such outstanding Shelf Registration Statement on Form S-1 into a Shelf Registration Statement on Form S-3. Notwithstanding the foregoing, if the Commission prevents the Company from including any or all of the Registrable Securities under the Shelf Registration Statement due to limitations on the use of Rule 415 of the Securities Act, such Shelf Registration Statement shall register for resale such number of Registrable Securities which is equal to the maximum number of Registrable Securities as is permitted by the Commission. In such event, the number of Registrable Securities or other shares to be registered for each selling stockholder named in the Shelf Registration Statement shall be reduced pro rata among all such selling stockholders and as promptly as practicable after being permitted to register additional shares under Rule 415 under the Securities Act, the Company shall amend the Shelf Registration Statement or file one or more new Shelf Registration Statement(s) (such amendment or new Shelf Registration Statement shall also be deemed to be "Shelf Registration Statement" hereunder) to register such additional Registrable Securities and cause such amendment or Shelf Registration Statement(s) to become effective as soon as practicable after the filing thereof and no later than the earlier of (x) 30 calendar days (or 120 calendar days if the Commission notifies the Company that it will "review" the Shelf Registration Statement) after the filing of such Shelf Registration Statement and (y) 10 Business Days after the date the Company is notified (orally or in writing, whichever is earlier) by the Commission that the Shelf Registration Statement will not be "reviewed" or will not be subject to further review (such earlier date, the "***Additional Effectiveness Date***"); provided, however, that (i) if such day falls on a Saturday, Sunday or other day that the Commission is closed for business, the Additional Effectiveness Deadline shall be extended to the next Business Day on which the Commission is open for business and (ii) if the Commission is closed for operations due to a government shutdown, the Effectiveness Date shall be extended by the same number of Business Days that the Commission remains closed for. Any failure by the Company to file a Registration Statement by the Effectiveness Deadline or Additional Effectiveness Deadline shall not otherwise relieve the Company of its obligations to file or effect a Registration Statement as set forth in this Section 2.

(b) Subject to Section 2.3 and Section 2.4, (i) the Sponsor or (ii) the Holders of a majority-in-interest of the then outstanding number of Registrable Securities (other than those described in clause (c) to the definition of "Registrable Securities") held by the MoneyLion Holders (the "***Demanding Holders***"), may make a written demand from time to time to elect to sell all or any part of their Registrable Securities, with a total offering price reasonably expected to exceed, in the aggregate, the Minimum Demand Threshold, pursuant to an Underwritten Offering pursuant to the Shelf Registration Statement, which written demand shall describe the amount and type of securities to be included in such Registration and the intended method(s) of distribution thereof. The Demanding Holders shall make such election by delivering to the Company a written request (a "***Shelf Underwriting Request***") for such Underwritten Offering specifying the number of Registrable Securities that the Demanding Holders desire to sell pursuant to such Underwritten Offering (the "***Shelf Underwriting***"). As promptly as practicable, but no later than five (5) Business Days after receipt of a Shelf Underwriting Request, the Company shall give written notice (the "***Shelf Underwriting Notice***") of such Shelf Underwriting Request to the Holders of record of other Registrable Securities registered on such Shelf Registration Statement ("***Shelf Registrable Securities***"). The Company, subject to Section 2.1.3, shall include in such Shelf Underwriting (x) the Registrable Securities of the Demanding Holders and (y) the Shelf Registrable Securities of any other Holder of Shelf Registrable Securities which shall have made a written request to the Company for inclusion in such Shelf Underwriting (which request shall specify the maximum number of Shelf Registrable Securities intended to be disposed of by such Holder) within ten (10) days after the receipt of the Shelf Underwriting Notice. The Company shall, as expeditiously as possible (and in any event within twenty (20) Business Days after the receipt of a Shelf Underwriting Request), but subject to Section 2.3, use its reasonable best efforts to effect such Shelf Underwriting. The Company shall, at the request of any Demanding Holder or any other Holder of Registrable Securities registered on such Shelf Registration Statement, file any prospectus supplement or, if the applicable Shelf Registration Statement is an automatic shelf registration statement, any post-effective amendments and otherwise take any action necessary to include therein all disclosure and language deemed necessary or advisable by the Demanding Holders or any other Holder of Shelf Registrable Securities to effect such Shelf Underwriting. Once a Shelf Registration Statement has been declared effective, the Demanding Holders may request, and the Company shall be required to facilitate, an aggregate of three (3) Shelf Underwritings pursuant to this subsection 2.1.1(b) with respect to any or all Registrable Securities in any twelve (12) month period; provided, however, that a Shelf Underwriting shall not be counted for such purposes unless a Registration Statement has become effective and all of the Registrable Securities requested by the Demanding Holders to be registered on behalf of the Demanding Holders in such Shelf Underwriting have been sold; and provided, further, that the number of Shelf Underwritings the Demanding Holders shall be entitled to request shall be reduced by each Demand Registration effected for such Demanding Holder pursuant to Section 2.1.2. Notwithstanding the foregoing, if a Demanding Holder wishes to engage in an underwritten block trade or similar transaction or other transaction with a 2-day or less marketing period (collectively, "***Underwritten Block Trade***") off of a Shelf Registration Statement, then notwithstanding the foregoing time periods, such Demanding Holder only needs to notify the Company of the Underwritten Block Trade two (2) Business Days prior to the day such offering is to commence and the Holders of record of other Registrable Securities shall not be entitled to notice of such Underwritten Block Trade and shall not be entitled to participate in such Underwritten Block Trade; provided, however, that the Demanding Holder requesting such Underwritten Block Trade shall use commercially reasonable efforts to work with the Company and the underwriters prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to the Underwritten Block Trade.

2.1.2 Other Demand Registration. At any time that a Shelf Registration Statement provided for inSection 2.1.1(a) is not available for use by the Holders following such Shelf Registration Statement being declared effective by the Commission (a "***Demand Registration Period***"), subject to this Section 2.1.2 and Section 2.3 and Section 2.4, at any time and from time to time during such Demand Registration Period, the Demanding Holders shall have the right to make a written demand from time to time to effect one or more registration statements under the Securities Act covering all or any part of their Registrable Securities, with a total offering price reasonably expected to exceed, in the aggregate, the Minimum Demand Threshold, by delivering a written demand therefor to the Company, which written demand shall describe the amount and type of securities to be included in such Registration and the intended method(s) of distribution thereof. Any such request by any Demanding Holder pursuant to this Section 2.1.2 is referred to herein as a "***Demand Registration Request***," and the registration so requested is referred to herein as a "***Demand Registration***" (with respect to any Demand Registration, the Demanding Holders making such demand for registration being referred to as the "***Initiating Holders***"). Subject to Section 2.3, the Demanding Holders shall be entitled to request (and the Company shall be required to effect) an aggregate of three (3) Demand Registrations pursuant to this subsection 2.1.2 with respect to any or all Registrable Securities in any twelve (12) month period; provided, however, that a Demand Registration shall not be counted for such purposes unless a Registration Statement has become effective and all of the Registrable Securities requested by the Demanding Holders to be registered on behalf of the Demanding Holders in such Demand Registration have been sold; and provided, further, that the number of Demand Registrations the Demanding Holders shall be entitled to request shall be reduced by each Shelf Underwriting effected for such Demanding Holder pursuant to Section 2.1.1(b). The Company shall give written notice (the "***Demand Exercise Notice***") of such Demand Registration Request to each of the Holders of record of Registrable Securities as promptly as practicable but no later than five (5) Business Days after receipt of the Demand Registration Request. The Company, subject to Sections 2.3 and 2.4, shall include in a Demand Registration (x) the Registrable Securities of the Initiating Holders and (y) the Registrable Securities of any other Holder of Registrable Securities which shall have made a written request to the Company for inclusion in such registration pursuant to Section 2.1.2 (which request shall specify the maximum number of Registrable Securities intended to be disposed of by such Holder) within ten (10) days following the receipt of any such Demand Exercise Notice. The Company shall, as expeditiously as possible, but subject to Section 2.3, use its reasonable best efforts to (x) file or confidentially submit with the Commission (no later than (A) sixty (60) days from the Company's receipt of the applicable Demand Registration Request if the Demand Registration is on Form S-1 or similar long-form registration or (B) thirty (30) days from the Company's receipt of the applicable Demand Registration Request if the Demand Registration is on Form S-3 or any similar short-form registration), (y) cause to be declared effective as soon as reasonably practicable such registration statement under the Securities Act that includes the Registrable Securities which the Company has been so requested to register, for distribution in accordance with the intended method of distribution and (z) if requested by the Initiating Holders, obtain acceleration of the effective date of the registration statement relating to such registration.

2.1.3 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Registration pursuant to a Shelf Underwriting or Demand Registration, in good faith, advises the Company, the Demanding Holders and any other Holders participating in the Underwritten Registration (if any) (the "***Requesting Holders***") in writing that the dollar amount or number of Registrable Securities that such Holders desire to sell, taken together with all other shares of Common Stock or other equity securities that the Company desires to sell and the shares of Common Stock, if any, as to which a Registration has been requested pursuant to separate written contractual piggy-back registration rights held by any other stockholders who desire to sell, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "***Maximum Number of Securities***"), then the Company shall include in such Underwritten Offering, as follows: (i) first, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities that each Demanding Holder and Requesting Holder (if any) has requested be included in such Underwritten Registration and the aggregate number of Registrable Securities that the Demanding Holders and Requesting Holders have collectively requested be included in such Underwritten Registration (such proportion is referred to herein as "***Pro Rata***")) that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the shares of Common Stock or other equity securities that the Company desires to sell that can be sold without exceeding the Maximum Number of Securities; (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the shares of Common Stock or other equity securities of other persons or entities that the Company is obligated to register in a Registration pursuant to separate written contractual arrangements with such persons and that can be sold without exceeding the Maximum Number of Securities.

2.1.4 Demand Registration Withdrawal. A majority-in-interest of the Demanding Holders initiating a Shelf Underwriting or Demand Registration, pursuant to a Registration under subsection 2.1.1 or 2.1.2 shall have the right in their sole discretion to withdraw from a Registration pursuant to such Demand Registration upon written notification to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Registration prior to (i) in the case of a Shelf Underwriting, the filing of a preliminary prospectus supplement setting forth the terms of the Underwritten Offering with the Commission and (ii) in the case of a Demand Registration, the effectiveness of the Registration Statement filed with the Commission with respect to the Registration of their Registrable Securities pursuant to such Demand Registration. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Registration pursuant to a Shelf Underwriting or Demand Registration prior to its withdrawal under this subsection 2.1.4.

2.2 Piggy-back Registration.

2.2.1 Piggy-back Rights. If, at any time on or after the date hereof, the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of equity securities, or securities or other obligations exercisable or exchangeable for, or convertible into equity securities, for its own account or for the account of stockholders of the Company (or by the Company and by the stockholders of the Company including, without limitation, pursuant to Section 2.1 hereof), other than a Registration Statement (i) filed in connection with any employee stock option or other benefit plan, (ii) for an exchange offer, as part of a merger, consolidation or similar transaction or for an offering of securities solely to the Company's existing stockholders, (iii) for an offering of debt that is convertible into equity securities of the Company, or (iv) for a dividend reinvestment plan, then the Company shall give written notice of such proposed filing to all of the Holders of Registrable Securities as soon as practicable but not less than ten (10) days before the anticipated filing date of such Registration Statement, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, in such offering, and (B) offer to all of the Holders of Registrable Securities the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within ten (10) Business Days after receipt of such written notice (such Registration a "***Piggy-back Registration***"). The Company shall, in good faith, cause such Registrable Securities to be included in such Piggy-back Registration and shall use its best efforts to cause the managing Underwriter or Underwriters of a proposed Underwritten Offering to permit the Registrable Securities requested by the Holders pursuant to this subsection 2.2.1 to be included in a Piggy-back Registration on the same terms and conditions as any similar securities of the Company included in such Registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this subsection 2.2.1 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company. The Company may postpone or withdraw the filing or the effectiveness of a Piggyback Registration at any time in its sole discretion.

2.2.2 Reduction of Piggy-back Registration. If the managing Underwriter or Underwriters in an Underwritten Registration that is to be a Piggy-back Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggy-back Registration in writing that the dollar amount or number of the shares of Common Stock that the Company desires to sell, taken together with (i) the shares of Common Stock, if any, as to which Registration has been demanded pursuant to separate written contractual arrangements with persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which registration has been requested pursuant to Section 2.2.1 hereof, and (iii) the shares of Common Stock, if any, as to which Registration has been requested pursuant to separate written contractual piggy-back registration rights of other stockholders of the Company, exceeds the Maximum Number of Securities, then:

(a) If the Registration is undertaken for the Company's account, the Company shall include in any such Registration (A) first, the shares of Common Stock or other equity securities that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1 hereof, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; and (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the shares of Common Stock, if any, as to which Registration has been requested pursuant to written contractual piggy-back registration rights of other stockholders of the Company, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; and

(b) If the Registration is pursuant to a request by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration (A) first, the shares of Common Stock or other equity securities, if any, of such requesting persons or entities, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to subsection 2.2.1, Pro Rata, which can be sold without exceeding the Maximum Number of Securities (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the shares of Common Stock or other equity securities that the Company desires to sell which can be sold without exceeding the Maximum Number of Securities; and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), the shares of Common Stock or other equity securities for the account of other persons or entities that the Company is obligated to register pursuant to separate written contractual arrangements with such persons or entities, Pro Rata, which can be sold without exceeding the Maximum Number of Securities.

2.2.3 Piggy-back Registration Withdrawal. Any Holder of Registrable Securities shall have the right to withdraw from a Piggy-back Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggy-back Registration prior to the effectiveness of the Registration Statement filed with the Commission with respect to such Piggy-back Registration. The Company (in its sole discretion or as the result of a request for withdrawal by persons pursuant to separate written contractual obligations) may postpone or withdraw the filing or effectiveness of a Piggy-back Registration. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with the Piggy-back Registration prior to its withdrawal under this subsection 2.2.3.

2.2.4 Unlimited Piggy-back Registration Rights. For purposes of clarity, any Registration effected pursuant to Section 2.2 hereof shall not be counted as a Registration pursuant to a Shelf Underwriting or Demand Registration effected under Section 2.1 hereof; provided, however, that the rights to demand a Piggy-back Registration under this Section 2.2 shall terminate on the second anniversary of the date hereof.

2.3 Restrictions on Registration Rights. The Company shall not be obligated to effect any Shelf Underwriting or Demand Registration within 90 days after the effective date of a previous Shelf Underwriting or Demand Registration or a previous Piggy-back Registration in which holders of Registrable Securities were permitted to register, and actually sold, 75% of the Registrable Securities requested to be included therein. The Company may postpone for up to 60 days the filing or effectiveness of (A) a Shelf Underwriting or a Registration Statement for a Demand Registration if the Holders have requested an Underwritten Registration and the Company and the Holders are unable to

obtain the commitment of underwriters to firmly underwrite the offer, or (B) a Shelf Underwriting or a Registration Statement for a Demand Registration if the Registration Statement is required under applicable law, rule or regulation to contain (i) financial statements that are unavailable to the Company for reasons beyond the Company's control, (ii) audited financial statements as of a date other than the Company's fiscal year end (unless the Holders requesting Registration agree to pay the reasonable expenses of this audit), (iii) pro forma financial statements that are required to be included in a registration statement, or if the Board determines in its reasonable good faith judgment that such Shelf Underwriting or Demand Registration would (x) materially interfere with a significant acquisition, corporate organization or other similar transaction involving the Company, (y) require the Company to make an Adverse Disclosure or (z) render the Company unable to comply with requirements under the Securities Act or Exchange Act; provided, that in such event the Holders of a majority-in-interest of the Registrable Securities initiating a Shelf Underwriting or Demand Registration shall be entitled to withdraw such request and, if such request is withdrawn, such Shelf Underwriting or Demand Registration shall not count as one of the permitted Shelf Underwritings or Demand Registrations hereunder and the Company shall pay all Registration Expenses in connection with such Registration. The Company may delay a Shelf Underwriting or Demand Registration hereunder only twice in any three hundred sixty (360) day period.

2.4 Lock-Up. Notwithstanding anything to the contrary in this Agreement, the Company shall not be obligated to effect any Shelf Underwriting, Demand Registration or Piggy-back Registration of (i) any shares of Common Stock subject to the Founder Lock-Up Period prior to the Founder Lock-Up Period, (ii) any Registrable Securities subject to the Placement Warrant Lock-Up Period during the Placement Warrant Lock-Up Period, or (iii) any shares of Common Stock subject to the MoneyLion Lock-Up Period prior to the MoneyLion Lock-Up Period .. Nothing in this Section 2.4 shall limit the Company's obligation to register all of the Registrable Securities on the Shelf Registration Statement pursuant to Section 2.1.1(a).

ARTICLE III
COMPANY PROCEDURES

3.1 General Procedures. If at any time on or after the date hereof the Company is required to effect the Registration of Registrable Securities, the Company shall use its best efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall:

3.1.1 prepare and file with the Commission a Registration Statement with respect to such Registrable Securities and use its reasonable best efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement have been sold;

3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be requested by any Holder or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus and either (i) any underwriter overallotment option has terminated by its terms or (ii) the underwriters have advised the Company that they will not exercise such option or any remaining portion thereof;

3.1.3 furnish without charge to the Underwriters, if any, and each Holder of Registrable Securities included in such Registration, or such Holders' legal counsel, copies of the Prospectus included in such Registration Statement (including each preliminary Prospectus), and each amendment and supplement thereto (in each case including all exhibits thereto and documents incorporated by reference therein), and such other documents as the Underwriters and each Holder of Registrable Securities included in such Registration or the legal counsel for any such Holders may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Holders;

3.1.4 prior to any public offering of Registrable Securities, use its best efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as any Holder of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may reasonably request and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be reasonably necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

3.1.5 use commercially reasonable efforts to cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed;

3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, and which shall not be more than three (3) Business Days from the date of such event, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal as soon as reasonably practicable if such stop order should be issued;

3.1.8 at least five (5) Business Days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus or any document that is to be incorporated by reference into such Registration Statement or Prospectus, furnish a copy thereof to each seller of such Registrable Securities and its counsel, including, without limitation, providing copies promptly upon receipt of any comment letters received with respect to any such Registration Statement or Prospectus. The Company shall not include the name of any Holder or any information regarding any Holder in any Registration Statement or Prospectus, any amendment or supplement to such Registration Statement or Prospectus, any document that is to be incorporated by reference into such Registration Statement or Prospectus, or any response to any comment letter, without the prior written consent of such Holder and providing each such Holder a reasonable amount of time to review and comment on such applicable document, which comments the Company shall include unless contrary to applicable law;

3.1.9 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4 hereof;

3.1.10 in the event of an Underwritten Offering, permit the participating Holders to rely on any "cold comfort" letter from the Company's independent registered public accountants provided to the managing Underwriter of such offering;

3.1.11 in the event of an Underwritten Offering, permit the participating Holders to rely on any opinion(s) of counsel representing the Company for the purposes of such Registration issued to the managing Underwriter of such offering covering legal matters with respect to the Registration;

3.1.12 in the event of any Underwritten Offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing Underwriter of such offering;

3.1.13 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder, and which requirement will be deemed to be satisfied if the Company timely files complete and accurate information on Forms 10-Q, 10-K and 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act;

3.1.14 if the Registration involves the Registration of Registrable Securities involving gross proceeds in excess of $25,000,000, use its reasonable efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Underwriter in any Underwritten Offering; and

3.1.15 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders, in connection with such Registration.

3.2 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees, Underwriter marketing costs and fees and expenses of legal counsel representing the Holders in excess or in addition to the legal fees and expenses included as Registration Expenses. Any reimbursement or payment by the Company shall in no event (a) be duplicative of or (b) limit any provision, in each case which provides for reimbursement of fees and expenses of counsel in any other contract or agreement between the Holders and the Company.

3.3 Requirements for Participation in Underwritten Offerings. No person may participate in any Underwritten Offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person (i) agrees to sell such person's securities on the basis provided in any underwriting arrangements approved by the Company and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements.

3.4 Suspension of Sales; Adverse Disclosure. Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until he, she or it is advised in writing by the Company that the use of the Prospectus may be resumed and he, she or it has received copies of a supplemented or amended Prospectus correcting the Misstatement (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as reasonably practicable after the time of such notice) and, if so directed by the Company, each Holder shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Registrable Securities at the time of receipt of such notice. If the continued use of a Registration Statement in respect of any Registration at any time would require the Company to make an Adverse Disclosure, or would require the inclusion in such Registration Statement of (i) financial statements that are unavailable to the Company for reasons beyond the Company's control, (ii) audited financial statements as of a date other than the Company's fiscal year end (unless the Holders requesting Registration agree to pay the reasonable expenses of this audit), or (iii) pro forma financial statements that are required to be included in a registration statement, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for no more than 60 days or not more than two (2) times in any three hundred sixty (360) day period. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.4.

3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be reporting under the Exchange Act, covenants to use reasonable best efforts to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly upon request by a Holder furnish such Holder with true and complete copies of such filings. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of Common Stock held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act, including providing any legal opinions. Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

ARTICLE IV
INDEMNIFICATION AND CONTRIBUTION

4.1 Indemnification.

4.1.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers and directors and each person who controls such Holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses (including reasonable attorneys' fees) caused by any untrue or alleged untrue statement of material fact contained in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such Holder expressly for use therein. The Company shall indemnify the Underwriters, their officers and directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

4.1.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall indemnify the Company, its directors and officers and agents and each person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) resulting from any untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company.

4.1.3 Any person entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties

may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld, conditioned or delayed). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel (plus local counsel) for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

4.1.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person of such indemnified party and shall survive the transfer of securities. The Company and each Holder of Registrable Securities participating in an offering also agrees to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event the Company's or such Holder's indemnification is unavailable for any reason.

4.1.5 If the indemnification provided under Section 4.1 hereof from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this subsection 4.1.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in subsections 4.1.1, 4.1.2 and 4.1.3 above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this subsection 4.1.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this subsection 4.1.5. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this subsection 4.1.5 from any person who was not guilty of such fraudulent misrepresentation.

ARTICLE V
MISCELLANEOUS

5.1 Notices. Any notice or communication under this Agreement must be in writing and given by (i) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service providing evidence of delivery, or (iii) transmission by hand delivery, electronic mail or facsimile. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third Business Day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery, electronic mail or facsimile, at such time as it is delivered to the addressee (with the delivery receipt of the intended recipient or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed to

the Company at:

MoneyLion Inc.
30 W 21st Street, Floor 9
New York, NY 10010
Attention: General Counsel's Office
Email: legal@moneylion.com

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Byron B. Rooney
Lee Hochbaum
Darren M. Schweiger
Email: byron.rooney@davispolk.com
lee.hochbaum@davispolk.com
darren.schweiger@davispolk.com

and to the Holders, at such Holder's address referenced in Schedule A.

Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 5.1.

5.2 Assignment; No Third Party Beneficiaries.

5.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part. Prior to the expiration of the Founder Lock-up Period, Placement Warrant Lock-up Period or MoneyLion Lock-up Period, as the case may be, no Holder may assign or delegate his, her or its rights, duties or obligations under this Agreement in whole or in part. Notwithstanding the above, as it applies to the Registrable Securities, the Holder may transfer such securities during the respective lock-up period to any Permitted Transferee but only if such Permitted Transferee agrees to become bound by the transfer restrictions set forth in this Agreement and, if applicable, the Sponsor Support Agreement.

5.2.2 Except as set forth in subsection 5.2.1 hereof, this Agreement and the rights, duties and obligations of the Holders of Registrable Securities hereunder may be assigned or delegated by such Holder of Registrable Securities in conjunction with and to the extent of any transfer of Registrable Securities by any such Holder.

5.2.3 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the Holders, the permitted assigns and its successors and the permitted assigns of the Holders.

5.2.4 This Agreement shall not confer any rights or benefits on any persons that are not parties hereto, other than as expressly set forth in this Agreement and Section 5.2 hereof.

5.2.5 No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 5.1 hereof and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 5.2 shall be null and void.

5.3 Counterparts. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

5.4 Governing Law; Venue. THE PARTIES EXPRESSLY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS OF SUCH JURISDICTION. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of New York in each case located in the city of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

5.5 Amendments and Modifications. Upon the written consent of the Company and the Holders of at least a majority in interest of the then outstanding Registrable Securities, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; provided, however, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Holder, solely in its capacity as a holder of the shares of capital stock of the Company, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

5.6 Other Registration Rights. The Company represents and warrants that no person, other than a Holder of Registrable Securities or another purchaser in the PIPE, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration filed by the Company for the sale of securities for its own account or for the account of any other person.

5.7 Termination. This Agreement shall terminate upon the earlier of (i) the fifth anniversary of the date hereof or (ii) the date as of which (A) all of the Registrable Securities have either been sold pursuant to a Registration Statement or cease to be Registrable Securities (but in no event prior to the applicable period referred to in Section 4(3) of the Securities Act and Rule 174 thereunder) or (B) the Holders of all Registrable Securities are permitted to sell the Registrable Securities under Rule 144 (or any similar provision) under the Securities Act without limitation on the amount of securities sold or the manner of sale. The provisions of Section 3.5 and Article IV shall survive any termination.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

MONEYLION INC.
a Delaware corporation

By: _____
Name:
Title:

HOLDERS:

FUSION SPONSOR LLC
a Delaware limited liability company

By: _____
Name: John James
Title: Sole Managing Member

[Signature Page to Registration Rights Agreement]

EDISON PARTNERS VIII, LP

By: Edison VIII GP, LLC, its general partner

By _____
Name: Chris Sugden
Title: Managing Partner

[Signature Page to Registration Rights Agreement]

GREENSPRING GLOBAL PARTNERS VIII-A, L.P.

By: Greenspring General Partner VIII, L.P., its General Partner
By: Greenspring GP VIII, Ltd., its General Partner

By: _____
Name: Eric Thompson
Title: Chief Operating Officer

GREENSPRING GLOBAL PARTNERS VIII-C, L.P.

By: Greenspring General Partner VIII, L.P., its General Partner
By: Greenspring GP VIII, Ltd., its General Partner

By: _____
Name: Eric Thompson
Title: Chief Operating Officer

GREENSPRING OPPORTUNITIES IV, L.P.

By: _____
Name: Eric Thompson
Title: Chief Operating Officer

GREENSPRING SK SPECIAL, L.P.

By: Greenspring SK GP, LLC, its General Partner
By: Greenspring Associates, Inc., its Managing Member

By: _____
Name: Eric Thompson
Title: Chief Operating Officer

[Signature Page to Registration Rights Agreement]

AU SPECIAL INVESTMENTS II, L.P.

By: _____
Name: Eric Thompson
Title: Chief Operating Officer

[Signature Page to Registration Rights Agreement]

FINTECH COLLECTIVE SL1 LLC

By: FinTech Collective Management LLC, its Manager
By: FinTech Collective, Inc., its Sole Manager

By: _____
Name: Brooks Gibbins
Title: Managing Partner

FINTECH COLLECTIVE SL2 LLC

By: FinTech Collective Management LLC, its Manager
By: FinTech Collective, Inc., its Sole Manager

By: _____
Name: Brooks Gibbins
Title: Managing Partner

FINTECH COLLECTIVE SL3 LLC

By: FinTech Collective Management LLC, its Manager
By: FinTech Collective, Inc., its Sole Manager

By: _____
Name: Brooks Gibbins
Title: Managing Partner

[Signature Page to Registration Rights Agreement]

FINTECH COLLECTIVE SL4 LLC

By: FinTech Collective Management LLC, its Manager
By: FinTech Collective, Inc., its Sole Manager

By: _____
Name: Brooks Gibbins
Title: Managing Partner

FINTECH COLLECTIVE II-AV LLC

By: _____
Name: Brooks Gibbins
Title: Managing Partner

[Signature Page to Registration Rights Agreement]

By: _____
Name: Rohit D'Souza

By: _____
Name: Diwakar Choubey

By: _____
Name: Richard Correia

By: _____
Name: Samantha Roady

By: _____
Name: Timmie Hong

By: _____
Name: Chee Mun Foong

By: _____
Name: Adam VanWagner

By: _____
Name: John Chrystal

By: _____
Name: Gregory DePetris

By: _____
Name: Chris Sugden

By: _____
Name: Lisa Gersh

[Signature Page to Registration Rights Agreement]

By: _____
Name: Matt Derella

By: _____
Name: Michael Paull

By: _____
Name: Annette Nazareth

By: _____
Name: Dwight L. Bush

By: _____
Name: Jeffrey Gary

By: _____
Name: Bill Davaris

By: _____
Name: Arthur Berd

By: _____
Name: Jerry Weiss

By: _____
Name: Jon Stevenson

[Signature Page to Registration Rights Agreement]

Schedule A

Holder	Address
FUSION SPONSOR, LLC	667 Madison Avenue, 5th Floor, New York, New York 10065
FINTECH COLLECTIVE SL1 LLC **FINTECH COLLECTIVE SL2 LLC** **FINTECH COLLECTIVE SL3 LLC** **FINTECH COLLECTIVE SL4 LLC** **FINTECH COLLECTIVE II-AV LLC**	200 Park Avenue South, Suite 1611, New York NY 10003
EDISON PARTNERS VIII, LP	Edison Partners, 281 Witherspoon Street, Suite 300, Princeton, NJ 08540
GREENSPRING GLOBAL PARTNERS VIII-A, L.P. **GREENSPRING GLOBAL PARTNERS VIII-C, L.P.** **GREENSPRING OPPORTUNITIES IV, L.P.** **GREENSPRING SK SPECIAL, L.P.** **AU SPECIAL INVESTMENTS II, L.P.**	100 Painters Mill Road, Suite 700, Owings Mills, MD 21117
Rohit D'Souza	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010
Diwakar Choubey	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010
Richard Correia	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010
Timmie Hong	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010
Chee Mun Foong	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010
Adam Van Wagner	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010
John Chrystal	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010
Gregory DePetris	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010
Chris Sugden	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010
Lisa Gersh	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010
Matt Derella	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010
Michael Paull	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010
Annette Nazareth	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010
Dwight L. Bush	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010
Jeffrey Gary	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010
Bill Davaris	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010
Arthur Berd	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010
Jerry Weiss	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010
Jon Stevenson	MoneyLion Inc., 30 West 21st Street, 9th Floor, New York, NY 10010

MONEYLION INC.
INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this "**Agreement**"), made and entered into as of the 22nd day of September 2021, by and between MoneyLion Inc., a Delaware corporation (the "**Company**") and _____ ("**Indemnitee**").

W I T N E S S E T H:

WHEREAS, highly competent persons have become more reluctant to serve publicly-held corporations as directors, officers or in other capacities, unless they are provided with adequate protection through insurance or adequate indemnification against risks of claims and actions against them arising out of their service to and activities on behalf of the corporation.

WHEREAS, the Board of Directors of the Company (the "**Board**") has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself.

WHEREAS, the Fourth Amended and Restated Certificate of Incorporation (the "**Certificate of Incorporation**") of the Company provides that the Company shall indemnify and advance expenses to all directors and officers of the Company in the manner set forth therein and to the fullest extent permitted by applicable law, and the Company's Certificate of Incorporation provides for limitation of liability for directors. In addition, Indemnitee may be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware ("**DGCL**"). The Certificate of Incorporation and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the board of directors, officers and other persons with respect to indemnification.

WHEREAS, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons.

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future.

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified.

WHEREAS, this Agreement is a supplement to and in furtherance of the Certificate of Incorporation and the Amended and Restated Bylaws (the "**Bylaws**") of the Company and any resolutions adopted pursuant thereto and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

WHEREAS, Indemnitee does not regard the protection available under the Company's Certificate of Incorporation and Bylaws and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director of the Company without adequate protection, and the Company desires Indemnitee to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he be so indemnified.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

ARTICLE 1
Certain Definitions

(a) As used in this Agreement:

"**Change of Control**" means any one of the following circumstances occurring after the date hereof: (i) there shall have occurred an event required to be reported with respect to the Company in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item or any similar schedule or form) under the Exchange Act, regardless of whether the Company is then subject to such reporting requirement; (ii) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) shall have become, without prior approval of the Company's Board by approval of at least a majority of the Continuing Directors, the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 15% or more of the combined voting power of the Company's then outstanding voting securities (provided that, for purposes of this clause (ii), the term "person" shall exclude (x) the Company, (y) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (z) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company); (iii) there occurs a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 51% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such surviving entity; (iv) all or substantially all the assets of the Company are sold or disposed of in a transaction or series of related transactions; (v) the approval by the stockholders of the Company of a complete liquidation of the Company; or (vi) the Continuing Directors cease for any reason to constitute at least a majority of the members of the Board.

"**Continuing Director**" means (i) each director on the Board on the date hereof or (ii) any new director whose election or nomination for election by the Company's stockholders was approved by a vote of at least a majority of the directors then still in office who were directors on the date hereof or whose election or nomination was so approved.

"**Corporate Status**" means the status of a person who is or was a director, officer, trustee, general partner, managing member, fiduciary, board of directors' committee member, employee or agent of the Company or of any other Enterprise.

"**Disinterested Director**" means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

"**Enterprise**" means the Company and any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, officer, trustee, general partner, managing member, fiduciary, board of directors' committee member, employee or agent.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Expenses**" means all direct and indirect costs (including attorneys' fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses) reasonably incurred in connection with (i) prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding or (ii) establishing or enforcing a right to indemnification under this Agreement, the Company's Certificate of Incorporation, applicable law or otherwise. The term "Expenses" also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent. For the avoidance of doubt, the term "Expenses", however, shall not include any Liabilities.

"**Independent Counsel**" means a law firm, or a member of a law firm, that is experienced in matters of corporate law and neither currently is, nor in the five years previous to its selection or appointment has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement or of other indemnitees under similar indemnification agreements) or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

"**Liabilities**" means any losses or liabilities, including any judgments, fines, excise taxes and penalties, penalties and amounts paid in settlement, arising out of or in connection with any Proceeding (including all interest, assessments and other charges paid or payable in connection with or in respect of any such judgments, fines, excise taxes and penalties, penalties or amounts paid in settlement).

"**Proceeding**" means any threatened, pending or completed action, derivative action, suit, claim, counterclaim, cross claim, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether civil (including intentional and unintentional tort claims), criminal, administrative or investigative, including any appeal therefrom, and whether instituted by or on behalf of the Company or any other party, or any inquiry or investigation that Indemnitee in good faith believes might lead to the institution of any such action, suit or other proceeding hereinabove listed in which Indemnitee was, is or will be involved as a party, potential party, non-party witness or otherwise by reason of any Corporate Status of Indemnitee, or by reason of any action taken (or failure to act) by him or her or of any action (or failure to act) on his or her part while serving in any Corporate Status.

(b) For the purposes of this Agreement:

References to "Company" shall include, in addition to the resulting or surviving corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that if Indemnitee is or was a director, officer, employee, or agent of such constituent corporation or is or was serving at the request of such constituent corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, then Indemnitee shall stand in the same position under the provisions of this Agreement with respect to the resulting or surviving corporation as Indemnitee would have with respect to such constituent corporation if its separate existence had continued.

Reference to "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise tax assessed with respect to any employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Agreement.

Reference to "including" shall mean "including, without limitation," regardless of whether the words "without limitation" actually appear, references to the words "herein," "hereof" and "hereunder" and other words of similar import shall refer to this Agreement as a whole and not to any particular paragraph, subparagraph, section, subsection or other subdivision.

ARTICLE 2
Services By Indemnitee

Section 2.01. *Services By Indemnitee.* Indemnitee hereby agrees to serve or continue to serve, at the will of the Company, as a director, officer or key employee of the Company, for so long as Indemnitee is duly elected or appointed or until Indemnitee tenders his or her resignation or is removed.

ARTICLE 3
Indemnification

Section 3.01. *General.* (a) The Company hereby agrees to and shall indemnify Indemnitee and hold Indemnitee harmless from and against any and all Expenses and Liabilities, in either case, actually and reasonably incurred by Indemnitee or on Indemnitee's behalf by reason of Indemnitee's Corporate Status, to the fullest extent permitted by applicable law. The Company's indemnification obligations set forth in this Section 3.01 shall apply (i) in respect of Indemnitee's past, present and future service in any Corporate Status and (ii) regardless of whether Indemnitee is serving in any Corporate Status at the time any such Expense or Liability is incurred.

For purposes of this Agreement, the meaning of the phrase "to the fullest extent permitted by applicable law" shall include, but not be limited to:

(i) to the fullest extent permitted by any provision of the DGCL, or the corresponding provision of any successor statute, and

(ii) to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

(b) *Witness Expenses.* Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his or her Corporate Status, a witness in any Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on his or her behalf in connection therewith.

(c) *Expenses as a Party Where Wholly or Partly Successful.* Notwithstanding any other provisions of this Agreement, to the fullest extent permitted by applicable law, to the extent that Indemnitee is a party to (or a participant in) and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or her in connection therewith. If Indemnitee is not wholly successful in such Proceeding, but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall, to the fullest extent permitted by applicable law, indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on his or her behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 3.02. *Exclusions.* Notwithstanding any provision of this Agreement and unless Indemnitee ultimately is successful on the merits with respect to any such claim, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act or similar provisions of state statutory law or common law or (ii) any reimbursement of the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "**Sarbanes-Oxley Act**"), or the payment to the Company of profits arising from the purchase and sale (or sale and purchase) by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act); or

(b) except as otherwise provided in Section 6.01(e) of this Agreement, prior to a Change of Control, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee (other than any cross claim or counterclaim asserted by the Indemnitee), including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under the DGCL or applicable law.

ARTICLE 4
Advancement Of Expenses; Defense of Claims

Section 4.01. *Advances.* Notwithstanding any provision of this Agreement to the contrary, the Company shall advance any Expenses actually and reasonably incurred by Indemnitee in connection with any Proceeding within ten (10) days after the receipt by the Company of each statement requesting such advance from time to time, whether prior to or after final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's ability to repay such amounts and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. Advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed.

Section 4.02. *Repayment of Advances or Other Expenses.* Indemnitee agrees that Indemnitee shall reimburse the Company for all Expenses advanced by the Company pursuant to Section 4.01 of this Agreement, in the event and only to the extent that it shall be determined by final judgment or other final adjudication under the provisions of any applicable law (as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnitee is not entitled to be indemnified by the Company for such Expenses.

Section 4.03. *Defense of Claims*. The Company will be entitled to participate in the Proceeding at its own expense. The Company shall not settle any action, claim or Proceeding (in whole or in part) which would impose any Expense, judgment, fine, penalty or limitation on Indemnitee without Indemnitee's prior written consent, such consent not to be unreasonably withheld. Indemnitee shall not settle any action, claim or Proceeding (in whole or in part) which would impose any Expense, judgment, fine, penalty or limitation on the Company without the Company's prior written consent, such consent not to be unreasonably withheld.

ARTICLE 5
Procedures For Notification of and Determination of Entitlement To Indemnification

Section 5.01. *Notification; Request For Indemnification.* (a) As soon as reasonably practicable after receipt by Indemnitee of written notice that he or she is a party to or a participant (as a witness or otherwise) in any Proceeding or of any other matter in respect of which Indemnitee intends to seek indemnification or advancement of Expenses hereunder, Indemnitee shall provide to the Company written notice thereof, including the nature of and the facts underlying the Proceeding. The omission by Indemnitee to so notify the Company will not relieve the Company from any liability which it may have to Indemnitee hereunder or otherwise.

(b) To obtain indemnification under this Agreement, Indemnitee shall deliver to the Company a written request for indemnification, including therewith such information as is reasonably available to Indemnitee and reasonably necessary to determine Indemnitee's entitlement to indemnification hereunder. Such request(s) may be delivered from time to time and at such time(s) as Indemnitee deems appropriate in his or her sole discretion. Indemnitee's entitlement to indemnification shall be determined according to Section 5.02 of this Agreement and applicable law.

Section 5.02. *Determination of Entitlement.* (a) Where there has been a written request by Indemnitee for indemnification pursuant to Section 5.01(b) of this Agreement, then as soon as is reasonably practicable (but in any event not later than sixty (60) days) after final disposition of the relevant Proceeding, a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case: (i) if a Change of Control shall not have occurred, (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (C) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee; or (ii) if a Change of Control shall have occurred, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee. If it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such determination. Indemnitee shall reasonably cooperate with the person, persons or entity making such determination

with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) actually and reasonably incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification).

(b) If entitlement to indemnification is to be determined by Independent Counsel pursuant to Section 5.02(a)(ii) of this Agreement, such Independent Counsel shall be selected by Indemnitee, and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. If entitlement to indemnification is to be determined by Independent Counsel pursuant to Section 5.02(a)(i)(C) of this Agreement (or if Indemnitee requests that such selection of Independent Counsel pursuant to Section 5.02(a)(ii) of this Agreement be made by the Board), such Independent Counsel shall be selected by the Company in which case the Company shall give written notice to Indemnitee advising him or her of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within ten (10) days after such written notice of selection shall have been received, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 1 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court of competent jurisdiction has determined that such objection is without merit. If, within twenty (20) days after the later of submission by Indemnitee of a written request for indemnification pursuant to Section 5.01(b) hereof and the final disposition of the Proceeding, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition a court of competent jurisdiction for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 5.02(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 6.01(a) of this Agreement, the Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(c) The Company agrees to pay the reasonable fees and expenses of any Independent Counsel serving under this Agreement.

Section 5.03. *Presumptions and Burdens of Proof; Effect of Certain Proceedings.*(a) In making any determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 5.01(b) of this Agreement, and the Company shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of any person, persons or entity to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by any person, persons or entity that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) If the person, persons or entity empowered or selected under Section 5.02 of this Agreement to determine whether Indemnitee is entitled to indemnification shall not have made a determination within the sixty (60) day period referred to in Section 5.02(a) of this Agreement, the requisite determination of entitlement to indemnification shall, to the fullest extent not prohibited by law, be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; *provided*, however, that such 60-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto.

(c) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

(d) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is in good faith reliance on the records or books of account of any Enterprise, including financial statements, or on information supplied to Indemnitee by the officers of such Enterprise in the course of their duties, or on the advice of legal counsel for such Enterprise or on information or records given or reports made to such Enterprise by an independent certified public accountant or by an appraiser or other expert selected by such Enterprise. The provisions of this Section 5.03(d) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed or found to have met the applicable standard of conduct set forth in this Agreement.

(e) The knowledge and/or actions, or failure to act, of any other director, trustee, partner, managing member, fiduciary, officer, agent or employee of any Enterprise shall not be imputed to Indemnitee for purposes of determining any right to indemnification under this Agreement.

ARTICLE 6
Remedies of Indemnitee

Section 6.01. *Adjudication or Arbitration.* (a) In the event of any dispute between Indemnitee and the Company hereunder as to entitlement to indemnification or advancement of Expenses (including where (i) a determination is made pursuant to Section 5.02 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 4.01 of this Agreement, (iii) payment of indemnification pursuant to Section 3.01 of this Agreement is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification, (iv) no determination as to entitlement to indemnification is timely made pursuant to Section 5.02 of this Agreement and no payment of indemnification is made within ten (10) days after entitlement is deemed to have been determined pursuant to Section 5.03(b) of this Agreement) or (v) a contribution payment is not made in a timely manner pursuant to Section 8.04 of this Agreement, then Indemnitee shall be entitled to an adjudication by a court of his or her entitlement to such indemnification, contribution or advancement. Alternatively, in such case, Indemnitee, at his or her option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 5.02(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 6.01 shall be conducted in all respects as a *de novo* trial, or arbitration, on the merits, and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 6.01, the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be, and the Company may not refer to or introduce into evidence any

determination pursuant to Section 5.02(a) of this Agreement adverse to Indemnitee for any purpose. If Indemnitee commences a judicial proceeding or arbitration pursuant to this Section 6.01, Indemnitee shall not be required to reimburse the Company for any advances pursuant to Section 4.02 of this Agreement until a final determination is made with respect to Indemnitee's entitlement to indemnification (as to which all rights of appeal have been exhausted or lapsed).

(c) If a determination shall have been made pursuant to Section 5.02(a) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 6.01, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) The Company shall be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 6.01 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement.

(e) The Company shall indemnify Indemnitee to the fullest extent permitted by applicable law against all Expenses and, if requested by Indemnitee, shall (within ten (10) days after the Company's receipt of such written request) advance such Expenses to Indemnitee, which are reasonably incurred by Indemnitee in connection with any judicial proceeding or arbitration brought by Indemnitee for (i) indemnification or advances of Expenses by the Company (or otherwise for the enforcement, interpretation or defense of his or her rights) under this Agreement or any other agreement, including any other indemnification, contribution or advancement agreement, or any provision of the Company's Certificate of Incorporation or Bylaws now or hereafter in effect or (ii) recovery or advances under D&O Liability Insurance (as defined below) maintained by the Company, regardless of whether Indemnitee ultimately is determined to be entitled to such indemnification, contribution, advancement or insurance recovery, as the case may be.

ARTICLE 7
Directors' and Officers' Liability Insurance

Section 7.01. *D&O Liability Insurance.* The Company shall obtain and maintain a policy or policies of insurance ("**D&O Liability Insurance**") with reputable insurance companies providing liability insurance for directors and officers of the Company in their capacities as such (and for any capacity in which any director or officer of the Company serves any other Enterprise at the request of the Company), in respect of acts or omissions occurring while serving in such capacity, on terms with respect to coverage and amount (including with respect to the payment of Expenses) no less favorable than those of such policy in effect on the date hereof, except for any changes approved by the Board prior to a Change of Control; *provided* that such coverage and amounts are available on commercially reasonable terms.

Section 7.02. *Evidence of Coverage.* Upon request by Indemnitee, the Company shall provide copies of all policies of D&O Liability Insurance obtained and maintained in accordance with Section 7.01 of this Agreement. The Company shall promptly notify Indemnitee of any changes in such insurance coverage.

ARTICLE 8
Miscellaneous

Section 8.01. *Nonexclusivity of Rights.* The rights of indemnification, contribution and advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled to under the DGCL or applicable law, the Company's Certificate of Incorporation, the Company's Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

Section 8.02. *Insurance and Subrogation.* (a) Indemnitee shall be covered by the Company's D&O Liability Insurance in accordance with its or their terms to the maximum extent of the coverage available for any director or officer under such policy or policies. If, at the time the Company receives notice of a claim hereunder, the Company has D&O Liability Insurance in effect, the Company shall give prompt notice of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies. The failure or refusal of any such insurer to pay any such amount shall not affect or impair the obligations of the Company under this Agreement.

(b) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(c) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable (or for which advancement is provided) hereunder if and to the extent that Indemnitee has actually received such payment under any insurance policy or other indemnity provision.

Section 8.03 The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, fiduciary, board of directors' committee member, employee or agent of any other Enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such Enterprise.

Section 8.04. *Contribution.* To the fullest extent permitted by applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving rise to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

Section 8.05. *Amendment.* This Agreement may not be modified or amended except by a written instrument executed by or on behalf of each of the parties hereto. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit, restrict or reduce any right of Indemnitee under this Agreement in respect of any act or omission, or any event occurring, prior to such amendment, alteration or repeal. To the extent that a change in applicable law, whether by statute or judicial decision, (i) permits greater indemnification, contribution or advancement of Expenses than would be afforded currently under the Company's Certificate of Incorporation and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change or (ii) limits rights with respect to indemnification, contribution or advancement of Expenses, it is the intent of the parties hereto that the rights with respect to indemnification, contribution or advancement of Expenses in effect prior to such change shall remain in full force and effect to the extent permitted by applicable law.

Section 8.06. *Waivers.* The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the party entitled to enforce such term only by a writing signed by the party against which such waiver is to be asserted. Unless otherwise expressly provided herein, no delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

Section 8.07. *Entire Agreement.* This Agreement and the documents referred to herein constitute the entire agreement between the parties hereto with respect to the matters covered hereby, and any other prior or contemporaneous oral or written understandings or agreements with respect to the matters covered hereby are superseded by this Agreement, provided that this Agreement is a supplement to and in furtherance of the Certificate of Incorporation and Bylaws of the Company and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

Section 8.08. *Severability.* If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by applicable law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 8.09. *Notices.* All notices, requests, demands and other communications under this Agreement shall be in writing (which may be by facsimile transmission). All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt. The address for notice to a party is as shown on the signature page of this Agreement, or such other address as any party shall have given by written notice to the other party as provided above.

Section 8.10. *Binding Effect.* (a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director or officer of the Company.

(b) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company, spouses, heirs, and executors, administrators, personal and legal representatives. The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all or substantially all, or a substantial part of the business or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the manner and to the same extent that the Company would be required to perform if no such succession had taken place.

(c) The indemnification, contribution and advancement of Expenses provided by, or granted pursuant to this Agreement shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, administrators, legatees and assigns of such a person.

Section 8.11. *Governing Law.* This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules.

Section 8.12. *Consent To Jurisdiction.* Except with respect to any arbitration commenced by Indemnitee pursuant to Section 6.01(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "**Delaware Court**"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

Section 8.13. *Headings.* The Article and Section headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

Section 8.14. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

Section 8.15. *Use of Certain Terms.* As used in this Agreement, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular paragraph, subparagraph, section, subsection, or other subdivision. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered to be effective as of the date first above written.

MONEYLION INC.

By: _____

Name:

Title:

Address: 30 West 21st Street, 9th Floor
New York, New York 10010
E-mail: avanwagner@moneylion.com
Attention: Adam VanWagner

With a copy to:

Address: Davis Polk & Wardwell LLP
450 Lexington Ave.
New York, NY 10017
E-mail: byron.rooney@davispolk.com
Attention: Byron Rooney

INDEMNITEE

Address:
Facsimile:

With a copy to:

Address:
Facsimile:
Attention:

MoneyLion Inc.
OMNIBUS INCENTIVE PLAN

Section 1. *Purpose*. The purpose of the MoneyLion Inc. Omnibus Incentive Plan (as amended from time to time, the "**Plan**") is to promote the long-term success of MoneyLion Inc., a Delaware corporation (the "**Company**") by motivating employees and other individuals to perform at the highest level and contributing significantly to the success of the Company, thereby furthering the best interests of the Company and its shareholders. The Plan shall serve as the primary plan under which equity-based incentives are awarded on a worldwide basis to Participants.

Section 2. *Definitions*. As used in the Plan, the following terms shall have the meanings set forth below:

(a) "**Affiliate**" means any entity that, directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with, the Company.

(b) "**Award**" means any Option, SAR, Restricted Stock, RSU, Performance Award, Other Cash-Based Award or Other Stock-Based Award granted under the Plan.

(c) "**Award Agreement**" means any agreement, contract or other instrument or document (including in electronic form) evidencing any Award granted under the Plan, which may, but need not, be executed or acknowledged by a Participant.

(d) "**Beneficial Owner**" has the meaning ascribed to such term in Rule 13d-3 under the Exchange Act.

(e) "**Beneficiary**" means a Person entitled to receive payments or other benefits or exercise rights that are available under the Plan in the event of a Participant's death. If no such Person can be named or is named by a Participant, or if no Beneficiary designated by a Participant is eligible to receive payments or other benefits or exercise rights that are available under the Plan at a Participant's death, such Participant's Beneficiary shall be such Participant's estate.

(f) "**Board**" means the Board of Directors of the Company.

(g) "**Cause**" is as defined in Participant's Service Agreement, if any, or Award Agreement or, if not so defined, means: (i) any theft, fraud, embezzlement, dishonesty, willful misconduct, breach of fiduciary duty for personal profit, falsification of any documents or records of the Company or any of its Affiliates, felony or similar act by Participant (whether or not related to Participant's relationship with the Company); (ii) an act of moral turpitude by Participant, or any act that causes significant injury to, or is otherwise adversely affecting, the reputation, business, assets, operations or business relationship of the Company (or a Subsidiary or Affiliate, when applicable); (iii) any breach by Participant of any material agreement with or of any material duty of Participant to the Company or any Subsidiary or Affiliate thereof (including breach of confidentiality, non-disclosure, non-use non-competition or non-solicitation covenants towards the Company or any of its Affiliates) or failure to abide by code of conduct or other policies (including, without limitation, policies relating to confidentiality and reasonable workplace conduct); or (iv) any act which constitutes a breach of a Participant's fiduciary duty towards the Company or an Affiliate or Subsidiary, including disclosure of confidential or proprietary information thereof or acceptance or solicitation to receive unauthorized or undisclosed benefits, irrespective of their nature, or funds, or promises to receive either, from individuals, consultants or corporate entities that the Company or a Subsidiary does business with; (v) Participant's unauthorized use, misappropriation, destruction, or diversion of any tangible or intangible asset or corporate opportunity of the Company or any of its Affiliates (including, without limitation, the improper use or disclosure of confidential or proprietary information); or (vi) any circumstances that constitute grounds for termination for cause under Participant's Service Agreement with the Company or Affiliate, to the extent applicable. For the avoidance of doubt, the determination as to whether a termination is for Cause for purposes of this Plan, shall be made in good faith by the Committee and shall be final and binding on Participant.

(h) "**Change in Control**" means the occurrence of any one or more of the following events:

(i) any Person, other than (A) any employee plan established by the Company or any Subsidiary, (B) the Company or any of its Affiliates, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) an entity owned, directly or indirectly, by shareholders of the Company in substantially the same proportions as their ownership of the Company, is (or becomes, during any 12-month period) the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates other than in connection with the acquisition by the Company or its Affiliates of a business) representing 50% or more of the total voting power of the stock of the Company; *provided* that the provisions of this subsection (i) are not intended to apply to or include as a Change in Control any transaction that is specifically excepted from the definition of Change in Control under subsection (iii) below;

(ii) a change in the composition of the Board such that, during any 12-month period, the individuals who, as of the beginning of such period, constitute the Board (the "**Existing Board**") cease for any reason to constitute at least 50% of the Board; *provided*, *however*, that any individual becoming a member of the Board subsequent to the beginning of such period whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the Directors immediately prior to the date of such appointment or election shall be considered as though such individual were a member of the Existing Board; *provided further*, that, notwithstanding the foregoing, no individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 or Regulation 14A promulgated under the Exchange Act or successor statutes or rules containing analogous concepts) or other actual or threatened solicitation of proxies or consents by or on behalf of an individual, corporation, partnership, group, associate or other entity or Person other than the Board, shall in any event be considered to be a member of the Existing Board;

(iii) the consummation of a merger, amalgamation or consolidation of the Company with any other corporation or other entity, or the issuance of voting securities in connection with such a transaction pursuant to applicable stock exchange requirements; *provided* that immediately following such transaction the voting securities of the Company outstanding immediately prior thereto do not continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity of such transaction or parent entity thereof) 50% or more of the total voting power of the Company's stock (or, if the Company is not the surviving entity of such merger or consolidation, 50% or more of the total voting power and total fair market value of the stock of such surviving entity or parent entity thereof); and *provided*, *further*, that such a transaction effected to implement a recapitalization of the Company (or similar transaction) in which no Person is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by such Person any securities acquired directly from the Company or its Affiliates other than in connection with the acquisition by the Company or its Affiliates of a business) representing 50% or more of either the then-outstanding Shares or the combined voting power and total fair market value of the Company's then-outstanding voting securities shall not be considered a Change in Control; or

(iv) the sale or disposition by the Company of all or substantially all of the Company's assets in which any Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such Person) assets from the Company that have a total gross fair market value equal to more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions.

Notwithstanding the foregoing, (A) no Change in Control shall be deemed to have occurred if there is consummated any transaction or series of integrated transactions immediately following which the record holders of the Shares immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity which owns substantially all of the assets of the Company immediately prior to such transaction or series of transactions and (B) no Change in Control shall be deemed to have occurred upon the acquisition of additional control of the Company by any Person that is considered to effectively control the Company. In

no event will a Change in Control be deemed to have occurred if any Participant is part of a "group" within the meaning of Section 13(d)(3) of the Exchange Act that effects a Change in Control. Notwithstanding the foregoing or any provision of any Award Agreement to the contrary, for any Award that provides for accelerated distribution on a Change in Control of amounts that constitute "deferred compensation" (as defined in Section 409A of the Code), if the event that constitutes such Change in Control does not also constitute a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets (in either case, as defined in Section 409A of the Code), such amount shall not be distributed on such Change in Control but instead shall vest as of such Change in Control and shall be distributed on the scheduled payment date specified in the applicable Award Agreement, except to the extent that earlier distribution would not result in the Participant who holds such Award incurring interest or additional tax under Section 409A of the Code.

(i) "**Code**" means the Internal Revenue Code of 1986, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Code shall include any successor provision thereto.

(j) "**Committee**" means the compensation committee of the Board unless another committee is designated by the Board If there is no compensation committee of the Board and the Board does not designate another committee, references herein to the "Committee" shall refer to the Board.

(k) "**Consultant**" means any individual, including an advisor, who is providing *bona fide* services to the Company or any Subsidiary or who has accepted an offer of service or consultancy from the Company or any Subsidiary. For purposes of the Plan, in the case of a Consultant, references to employment shall be deemed to refer to such Consultant's service in such capacity, but in no event shall the Plan or any action taken hereunder be construed to create an employer-employee relationship between any such Consultant and the Company or of any of its Affiliates.

(l) "**Director**" means any member of the Board.

(m) "**Effective Date**" means the later of (i) the date on which the Plan is adopted by the Board and approved by the shareholders of the Company, and (ii) September 21, 2021.

(n) "**Employee**" means any individual, including any officer, employed by the Company or any Subsidiary or any prospective employee or officer who has accepted an offer of employment from the Company or any Subsidiary, with the status of employment determined based upon such factors as are deemed appropriate by the Committee in its discretion, subject to any requirements of the Code or applicable laws; *provided* that any such person may not receive any payment or exercise any right relating to an Award until such person has commenced employment or service with the Company or its Subsidiaries. An employee on an approved leave of absence (including maternity leave) shall be considered as still in the employment of the Company or its Subsidiaries for purposes of eligibility for participation in the Plan.

(o) "**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time, and the rules, regulations and guidance thereunder. Any reference to a provision in the Exchange Act shall include any successor provision thereto.

(p) "**Fair Market Value**" means (i) with respect to Shares, the closing price of a Share on the trading day immediately preceding the date of determination (or, if there is no reported sale on such date, on the last preceding date on which any reported sale occurred), on the principal stock market or exchange on which the Shares are quoted or traded, or if Shares are not so quoted or traded, the fair market value of a Share as determined by the Committee, and (ii) with respect to any property other than Shares, the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Committee.

(q) "**Incentive Stock Option**" means an option representing the right to purchase Shares from the Company, granted pursuant to Section 6, that meets the requirements of Section 422 of the Code.

(r) "**Intrinsic Value**" with respect to an Option or SAR Award means (i) the excess, if any, of the price or implied price per Share in a Change in Control or other event *over* (ii) the exercise or hurdle price of such Award *multiplied by* (iii) the number of Shares covered by such Award.

(s) "**Non-Employee Director**" means a Director who either (i) is not a current employee or officer of the Company or an Affiliate, does not receive compensation, either directly or indirectly, from the Company or an Affiliate for services rendered as a consultant or in any capacity other than as a Director (except for an amount as to which disclosure would not be required under Item 404(a) of Regulation S-K promulgated pursuant to the Securities Act ("**Regulation S-K**")), does not possess an interest in any other transaction for which disclosure would be required under Item 404(a) of Regulation S-K, and is not engaged in a business relationship for which disclosure would be required pursuant to Item 404(b) of Regulation S-K; or (ii) is otherwise considered a "non-employee director" for purposes of Rule 16b-3.

(t) "**Non-Qualified Stock Option**" means an option representing the right to purchase Shares from the Company, granted pursuant to Section 6, that is not an Incentive Stock Option.

(u) "**Option**" means an Incentive Stock Option or a Non-Qualified Stock Option.

(v) "**Other Cash-Based Award**" means an Award granted pursuant to Section 11, including cash awarded as a bonus or upon the attainment of specified performance criteria or otherwise as permitted under the Plan.

(w) "**Other Stock-Based Award**" means an Award granted pursuant to Section 11 that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Shares or factors that may influence the value of Shares, including convertible or exchangeable debt securities, other rights convertible or exchangeable into Shares, purchase rights for Shares, dividend rights or dividend equivalent rights or Awards with value and payment contingent upon performance of the Company or business units thereof or any other factors designated by the Committee.

(x) "**Participant**" means the recipient of an Award granted under the Plan.

(y) "**Performance Award**" means an Award granted pursuant to Section 10.

(z) "**Performance Period**" means the period established by the Committee with respect to any Performance Award during which the performance goals specified by the Committee with respect to such Award are to be measured.

(aa) "**Person**" has the meaning ascribed to such term in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as defined in Section 13(d) thereof.

(bb) "**Prior Award**" means an award granted prior to the Effective Date under the Prior Plan.

(cc) "**Prior Plan**" means the MoneyLion Inc. 2014 Equity Incentive Plan.

(dd) "**Restricted Stock**" means any Share subject to certain restrictions and forfeiture conditions, granted pursuant to Section 8.

(ee) "**Rule 16b-3**" means Rule 16b-3 promulgated under the Exchange Act or any successor to Rule 16b-3, as in effect from time to time.

(ff) "**RSU**" means a contractual right granted pursuant to Section 9 that is denominated in Shares. Each RSU represents a right to receive the value of one Share (or a percentage of such value) in cash, Shares or a combination thereof. Awards of RSUs may include the right to receive dividend equivalents.

(gg) "**SAR**" means a right granted pursuant to Section 7 to receive upon exercise by the Participant or settlement, in cash, Shares or a combination thereof, the excess of (i) the Fair Market Value of one Share on the date of exercise or settlement over (ii) the exercise or hurdle price of the right on the date of grant.

(hh) "**Service Agreement**" means any employment, severance, consulting or similar agreement between the Company or any of its Affiliates and a Participant.

(ii) "**Share**" means a share of the Company's Class A common stock, $0.0001 par value.

(jj) "**Subsidiary**" means an entity of which the Company directly or indirectly holds all or a majority of the value of the outstanding equity interests of such entity or a majority of the voting power with respect to the voting securities of such entity. Whether employment by or service with a Subsidiary is included within the scope of the Plan shall be determined by the Committee.

(kk) "**Substitute Award**" means an Award granted in assumption of, or in substitution for, an outstanding award previously granted by a company or other business acquired by the Company or with which the Company combines.

(ll) "**Termination of Service**" means, in the case of a Participant who is an Employee, cessation of the employment relationship such that the Participant is no longer an employee of the Company or any Subsidiary, or, in the case of a Participant who is a Consultant or Non-Employee Director, the date the performance of services for the Company or any Subsidiary has ended; *provided*, *however*, that in the case of a Participant who is an Employee, the transfer of employment from the Company to a Subsidiary, from a Subsidiary to the Company, from one Subsidiary to another Subsidiary or, unless the Committee determines otherwise, the cessation of employee status but the continuation of the performance of services for the Company or a Subsidiary as a Director or Consultant shall not be deemed a cessation of service that would constitute a Termination of Service; *provided*, *further*, that a Termination of Service shall be deemed to occur for a Participant employed by, or performing services for, a Subsidiary when such Subsidiary ceases to be a Subsidiary unless such Participant's employment or service continues with the Company or another Subsidiary. Notwithstanding the foregoing, with respect to any Award subject to Section 409A of the Code (and not exempt therefrom), a Termination of Service occurs when a Participant experiences a "separation of service" (as such term is defined under Section 409A of the Code).

Section 3. *Eligibility*.

(a) Any Employee, Non-Employee Director or Consultant shall be eligible to be selected to receive an Award under the Plan, to the extent that an offer or receipt of an Award is permitted by applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

(b) Holders of equity compensation awards granted by a company that is acquired by the Company (or whose business is acquired by the Company) or with which the Company combines are eligible for grants of Substitute Awards under the Plan to the extent permitted under applicable regulations of any stock exchange on which the Company is listed.

Section 4. *Administration*.

(a) *Administration of the Plan*. The Plan shall be administered by the Committee. All decisions of the Committee shall be final, conclusive and binding upon all parties, including the Company, its shareholders, Participants and any Beneficiaries thereof. The Committee may issue rules and regulations for administration of the Plan.

(b) *Delegation of Authority*. To the extent permitted by applicable law, including under Section 157(c) of the Delaware General Corporation Law, the Committee may delegate to one or more officers of the Company some or all of its authority under the Plan, including the authority to grant Options and SARs or other Awards in the form of Share rights (except that such delegation shall not apply to any Award for a Person then covered by Section 16 of the Exchange Act), and the Committee may delegate to one or more committees of the Board (which may consist of solely one Director) some or all of its authority under the Plan, including the authority to grant all types of Awards, in accordance with applicable law.

(c) *Authority of Committee.* Subject to the terms of the Plan and applicable law, the Committee (or its delegate) shall have full discretion and authority to: (i) designate Participants; (ii) determine the type or types of Awards (including Substitute Awards) to be granted to each Participant under the Plan; (iii) determine the number of Shares to be covered by (or with respect to which payments, rights or other matters are to be calculated in connection with) Awards; (iv) determine the terms and conditions of any Award and prescribe the form of each Award Agreement, which need not be identical for each Participant; (v) determine whether, to what extent, under what circumstances and by which methods Awards may be settled or exercised in cash, Shares, other Awards, other property, net settlement (including broker-assisted cashless exercise), or any combination thereof, or canceled, forfeited or suspended; (vi) determine whether, to what extent and under what circumstances cash, Shares, other Awards, other property and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or of the Committee; (vii) amend terms or conditions of any outstanding Awards; (viii) correct any defect, supply any omission and reconcile any inconsistency in the Plan or any Award, in the manner and to the extent it shall deem desirable to carry the Plan into effect; (ix) interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan; (x) establish, amend, suspend or waive such rules and regulations and appoint such agents, trustees, brokers, depositories and advisors and determine such terms of their engagement as it shall deem appropriate for the proper administration of the Plan and due compliance with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations; and (xi) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan and due compliance with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations. Notwithstanding anything to the contrary contained herein, the Board may, in its sole discretion, at any time and from time to time, grant Awards or administer the Plan. In any such case, the Board shall have all of the authority and responsibility granted to the Committee herein.

(d) *Rule 16b-3 Compliance***.** To the extent an Award is intended to qualify for the exemption from Section 16(b) of the Exchange Act that is available under Rule 16b-3 of the Exchange Act, the Award will be granted by the Board or a Committee (or a subcommittee thereof) that consists solely of two or more Non-Employee Directors, as

determined under Rule 16b-3(b)(3) of the Exchange Act and thereafter any action establishing or modifying the terms of the Award will be approved by the Board or a Committee (or a subcommittee) meeting such requirements to the extent necessary for such exemption to remain available.

Section 5. *Shares Available for Awards.*

(a) Subject to adjustment as provided in Section 5(c) and except for Substitute Awards, the maximum number of Shares available for issuance under the Plan shall not exceed in the aggregate 17,712,158 Shares and up to 38,985,776 Shares subject to the outstanding Prior Awards as of the Effective Date, with no less than 9,840,088 Shares to be available for grant pursuant to awards under Sections 8 and 9. The total number of Shares available for issuance under the Plan shall be increased on each of January 1, 2022 and January 1, 2023 in an amount equal to the lesser of (i) 2% of outstanding Shares on the last day of the immediately preceding fiscal year and (ii) such number of Shares as determined by the Committee in its discretion. Shares underlying Substitute Awards and Shares remaining available for grant under a plan of an acquired company or of a company with which the Company combines (whether by way of amalgamation, merger, sale and purchase of shares or other securities or otherwise), appropriately adjusted to reflect the acquisition or combination transaction, shall not reduce the number of Shares remaining available for grant hereunder.

(b) If any Award or Prior Award is forfeited, cancelled, expires, terminates or otherwise lapses or is settled in cash, in whole or in part, without the delivery of Shares, then the Shares covered by such forfeited, expired, terminated or lapsed Award or Prior Award shall again be available for grant under the Plan. The following shall become available for issuance under the Plan: (i) any Shares withheld in respect of taxes relating to any Award or Prior Award and (ii) any Shares tendered or withheld to pay the exercise price of Options or Prior Awards.

(c) In the event that the Committee determines that, as a result of any dividend or other distribution (other than an ordinary dividend or distribution), recapitalization, stock split, reverse stock split, reorganization, merger, amalgamation, consolidation, separation, rights offering, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to acquire Shares or other securities of the Company, issuance of Shares pursuant to the anti-dilution provisions of securities of the Company, or other similar corporate transaction or event affecting the Shares, or of changes in applicable laws, regulations or accounting principles, an adjustment is necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, subject to Section 19 and applicable law, adjust equitably so as to ensure no undue enrichment or harm (including by payment of cash), any or all of:

(i) the number and type of Shares (or other securities) which thereafter may be made the subject of Awards, including the aggregate limits specified in Section 5(a) and Section 5(f);

(ii) the number and type of Shares (or other securities) subject to outstanding Awards;

(iii) the grant, acquisition, exercise or hurdle price with respect to any Award or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award; and

(iv) the terms and conditions of any outstanding Awards, including the performance criteria of any Performance Awards;

provided, *however*, that the number of Shares subject to any Award denominated in Shares shall always be a whole number.

(d) Any Shares delivered pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares or Shares acquired by the Company.

(e) The aggregate value of all compensation granted or paid, as applicable, to any individual for service as a Non-Employee Director with respect to any calendar year, including Awards granted and cash fees paid by the Company to such Non-Employee Director, will not exceed (i) $750,000 in total value or (ii) in the event such Non-Employee Director is first appointed or elected to the Board, $1,000,000 in total value during the initial annual period, in each case calculating the value of any equity awards based on the grant date fair value of such equity awards for financial reporting purposes. The limitations in this Section 5(e) shall apply commencing with the first calendar year that begins following the Effective Date.

(f) Subject to adjustment as provided in Section 5(c)(i), the maximum number of Shares available for issuance with respect to Incentive Stock Options shall be 58,410,395. To the extent that the aggregate Fair Market Value (determined at the time of grant) of Shares with respect to which Incentive Stock Options are exercisable for the first time by any Optionholder during any calendar year (under all plans of the Company and any Affiliates) exceeds $100,000 (or such other limit established in the Code) or otherwise does not comply with the rules governing Incentive Stock Options, the Options or portions thereof that exceed such limit (according to the order in which they were granted) or otherwise do not comply with such rules will be treated as Nonqualified Stock Options, notwithstanding any contrary provision of the applicable Option Agreement(s).

Section 6. *Options*. The Committee is authorized to grant Options to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) The exercise price per Share under an Option shall be determined by the Committee at the time of grant;*provided*, *however*, that, except in the case of Substitute Awards, such exercise price shall not be less than the Fair Market Value of a Share on the date of grant of such Option.

(b) The term of each Option shall be fixed by the Committee but shall not exceed 10 years from the date of grant of such Option.

(c) The Committee shall determine the methods by which, and the forms in which payment of the exercise price with respect thereto may be made or deemed to have been made, including cash, Shares, other Awards, other property, net settlement (including broker-assisted cashless exercise) or any combination thereof, having a Fair Market Value on the exercise date equal to the relevant exercise price.

(d) To the extent an Option is not previously exercised as to all of the Shares subject thereto, and, if the Fair Market Value of one Share is greater than the exercise price then in effect, then the Option shall be deemed automatically exercised immediately before its expiration.

(e) No grant of Options may be accompanied by a tandem award of dividend equivalents or provide for dividends, dividend equivalents or other distributions to be paid on such Options (except as provided under Section 5(c)).

(f) The terms of any Incentive Stock Option granted under the Plan shall comply in all respects with the provisions of Section 422 of the Code. Incentive Stock Options may be granted only to employees of the Company or of a parent or subsidiary corporation (as defined in Section 424 of the Code).

Section 7. *Stock Appreciation Rights.* The Committee is authorized to grant SARs to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) SARs may be granted under the Plan to Participants either alone ("freestanding") or in addition to other Awards granted under the Plan ("tandem") and may, but need not, relate to a specific Option granted under Section 6.

(b) The exercise or hurdle price per Share under a SAR shall be determined by the Committee;*provided*, *however*, that, except in the case of Substitute Awards, such exercise or hurdle price shall not be less than the Fair Market Value of a Share on the date of grant of such SAR.

(c) The term of each SAR shall be fixed by the Committee but shall not exceed 10 years from the date of grant of such SAR.

(d) Upon the exercise of a SAR, the Company shall pay to the Participant an amount equal to the number of Shares subject to the SAR multiplied by the excess, if any, of the Fair Market Value of one Share on the exercise date over the exercise or hurdle price of such SAR. The Company shall pay such excess in cash, in Shares valued at Fair Market Value, or any combination thereof, as determined by the Committee.

(e) To the extent a SAR is not previously exercised as to all of the Shares subject thereto, and, if the Fair Market Value of one Share is greater than the exercise price then in effect, then the SAR shall be deemed automatically exercised immediately before its expiration.

(f) No grant of SARs may be accompanied by a tandem award of dividend equivalents or provide for dividends, dividend equivalents or other distributions to be paid on such SARs (except as provided under Section 5(c)).

Section 8. *Restricted Stock.* The Committee is authorized to grant Awards of Restricted Stock to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) The Award Agreement shall specify the vesting schedule.

(b) Awards of Restricted Stock shall be subject to such restrictions as the Committee may impose, which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate.

(c) Subject to the restrictions set forth in the applicable Award Agreement, a Participant generally shall have the rights and privileges of a shareholder with respect to Awards of Restricted Stock, including the right to vote such Shares of Restricted Stock and the right to receive dividends.

(d) The Committee may, in its discretion, specify in the applicable Award Agreement that any or all dividends or other distributions paid on Awards of Restricted Stock prior to vesting be paid either in cash or in additional Shares and either on a current or deferred basis and that such dividends or other distributions may be reinvested in additional Shares, which may be subject to the same restrictions as the underlying Awards.

(e) Any Award of Restricted Stock may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration.

(f) The Committee may provide in an Award Agreement that an Award of Restricted Stock is conditioned upon the Participant making or refraining from making an election with respect to the Award under Section 83(b) of the Code. If a Participant makes an election pursuant to Section 83(b) of the Code with respect to an Award of Restricted Stock, such Participant shall be required to file promptly a copy of such election with the Company and the applicable Internal Revenue Service office.

Section 9. *RSUs.* The Committee is authorized to grant Awards of RSUs to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) The Award Agreement shall specify the vesting schedule and the delivery schedule (which may include deferred delivery later than the vesting date).

(b) Awards of RSUs shall be subject to such restrictions as the Committee may impose, which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate.

(c) An RSU shall not convey to a Participant the rights and privileges of a shareholder with respect to the Share subject to such RSU, such as the right to vote or the right to receive dividends, unless and until and to the extent a Share is issued to such Participant to settle such RSU.

(d) The Committee may, in its discretion, specify in the applicable Award Agreement that any or all dividend equivalents or other distributions paid on Awards of RSUs prior to vesting or settlement, as applicable, be paid either in cash or in additional Shares and either on a current or deferred basis and that such dividend equivalents or other distributions may be reinvested in additional Shares, which may be subject to the same restrictions as such Awards.

(e) Shares delivered upon the vesting and settlement of an RSU Award may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration.

(f) The Committee may determine the form or forms (including cash, Shares, other Awards, other property or any combination thereof) in which payment of the amount owing upon settlement of any RSU Award may be made.

Section 10. *Performance Awards.* The Committee is authorized to grant Performance Awards to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

(a) Performance Awards may be denominated as a cash amount, number of Shares or units or a combination thereof and are Awards that may be earned upon achievement or satisfaction of performance conditions specified by the Committee. In addition, the Committee may specify that any other Award shall constitute a Performance Award by conditioning the grant to a Participant or the right of a Participant to exercise the Award or have it settled, and the timing thereof, upon achievement or satisfaction of such performance conditions as may be specified by the Committee. The Committee may use such business criteria and other measures of performance as it may deem appropriate in establishing any performance conditions. Subject to the terms of the Plan, the performance goals to be achieved during any Performance Period, the length of any Performance Period, the amount of any Performance Award granted and the amount of any payment or transfer to be made pursuant to any Performance Award shall be determined by the Committee.

(b) Performance criteria may be measured on an absolute (*e.g.*, plan or budget) or relative basis, and may be established on a corporate-wide basis, with respect to one or more business units, divisions, Subsidiaries or business segments, or on an individual basis. If the Committee determines that a change in the business, operations, corporate structure or capital structure of the Company, or the manner in which the Company conducts its business, or other events or circumstances render the performance objectives unsuitable, the Committee may modify the performance objectives or the related minimum acceptable level of achievement, in whole or in part, as the Committee deems appropriate and equitable such that it does not provide any undue enrichment or harm. Performance measures may vary from Performance Award to Performance Award and

from Participant to Participant, and may be established on a stand-alone basis, in tandem or in the alternative. The Committee shall have the power to impose such other restrictions on Awards subject to this Section 10(b) as it may deem necessary or appropriate to ensure that such Awards satisfy all requirements of any applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations.

(c) Settlement of Performance Awards shall be in cash, Shares, other Awards, other property, net settlement, or any combination thereof, as determined in the discretion of the Committee.

(d) A Performance Award shall not convey to a Participant the rights and privileges of a shareholder with respect to the Share subject to such Performance Award, such as the right to vote (except as relates to Restricted Stock) or the right to receive dividends, unless and until and to the extent a Share is issued to such Participant to settle such Performance Award. The Committee, in its sole discretion, may provide that a Performance Award shall convey the right to receive dividend equivalents on the Shares subject to such Performance Award with respect to any dividends declared during the period that such Performance Award is outstanding, in which case, such dividend equivalent rights shall accumulate and shall be paid in cash or Shares on the settlement date of the Performance Award, subject to the Participant's earning of the Shares with respect to which such dividend equivalents are paid upon achievement or satisfaction of performance conditions specified by the Committee. Shares delivered upon the vesting and settlement of a Performance Award may be evidenced in such manner as the Committee may deem appropriate, including book-entry registration. For the avoidance of doubt, unless otherwise determined by the Committee, no dividend equivalent rights shall be provided with respect to any Shares subject to Performance Awards that are not earned or otherwise do not vest or settle pursuant to their terms.

(e) The Committee may, in its discretion, increase or reduce the amount of a settlement otherwise to be made in connection with a Performance Award.

Section 11. *Other Cash-Based Awards and Other Stock-Based Awards.* The Committee is authorized, subject to limitations under applicable law, to grant Other Cash-Based Awards (either independently or as an element of or supplement to any other Award under the Plan) and Other Stock-Based Awards. The Committee shall determine the terms and conditions of such Awards. Shares delivered pursuant to an Award in the nature of a purchase right granted under this Section 11 shall be purchased for such consideration, and paid for at such times, by such methods and in such forms, including cash, Shares, other Awards, other property, net settlement, broker-assisted cashless exercise or any combination thereof, as the Committee shall determine; *provided* that the purchase price therefor shall not be less than the Fair Market Value of such Shares on the date of grant of such right.

Section 12. *Effect of Termination of Service or a Change in Control on Awards*

(a) The Committee may provide, by rule or regulation or in any applicable Award Agreement, or may determine in any individual case, the circumstances in which, and the extent to which, an Award may be exercised, settled, vested, paid or forfeited in the event of a Participant's Termination of Service prior to the end of a Performance Period or vesting, exercise or settlement of such Award.

(b) Subject to the last sentence of Section 2(jj), the Committee may determine, in its discretion, whether, and the extent to which, (i) an Award will vest during a leave of absence, (ii) a reduction in service level (for example, from full-time to part-time employment) will cause a reduction, or other change, to an Award and (iii) a leave of absence or reduction in service will be deemed a Termination of Service.

(c) In the event of a Change in Control, the Committee may, in its sole discretion, and on such terms and conditions as it deems appropriate, take any one or more of the following actions with respect to any outstanding Award, which need not be uniform with respect to all Participants and/or Awards:

(i) continuation or assumption of such Award by the Company (if it is the surviving corporation) or by the successor or surviving entity or its parent;

(ii) substitution or replacement of such Award by the successor or surviving entity or its parent with cash, securities, rights or other property to be paid or issued, as the case may be, by the successor or surviving entity (or a parent or subsidiary thereof), with substantially the same terms and value as such Award (including any applicable performance targets or criteria with respect thereto);

(iii) acceleration of the vesting of such Award and the lapse of any restrictions thereon and, in the case of an Option or SAR Award, acceleration of the right to exercise such Award during a specified period (and the termination of such Option or SAR Award without payment of any consideration therefor to the extent such Award is not timely exercised), in each case, either (A) immediately prior to or as of the date of the Change in Control, (B) upon a Participant's involuntary Termination of Service (including upon a termination of the Participant's employment by the Company (or a successor corporation or its parent) without Cause, by a Participant for "good reason" and/or due to a Participant's death or "disability", as such terms may be defined in the applicable Award Agreement and/or a Participant's Service Agreement, as the case may be) on or within a specified period following the Change in Control or (C) upon the failure of the successor or surviving entity (or its parent) to continue or assume such Award;

(iv) in the case of a Performance Award, determination of the level of attainment of the applicable performance condition(s); and

(v) cancellation of such Award in consideration of a payment, with the form, amount and timing of such payment determined by the Committee in its sole discretion, subject to the following: (A) such payment shall be made in cash, securities, rights and/or other property; (B) the amount of such payment shall equal the value of such Award, as determined by the Committee in its sole discretion; *provided* that, in the case of an Option or SAR Award, if such value equals the Intrinsic Value of such Award, such value shall be deemed to be valid; *provided further* that, if the Intrinsic Value of an Option or SAR Award is equal to or less than zero, the Committee may, in its sole discretion, provide for the cancellation of such Award without payment of any consideration therefor (for the avoidance of doubt, in the event of a Change in Control, the Committee may, in its sole discretion, terminate any Option or SAR Awards for which the exercise or hurdle price is equal to or exceeds the per Share value of the consideration to be paid in the Change in Control transaction without payment of consideration therefor); and (C) such payment shall be made promptly following such Change in Control or on a specified date or dates following such Change in Control; *provided* that the timing of such payment shall comply with Section 409A of the Code.

Section 13. *General Provisions Applicable to Awards*.

(a) Awards shall be granted for such cash or other consideration, if any, as the Committee determines;*provided* that in no event shall Awards be issued for less than such minimal consideration as may be required by applicable law.

(b) Awards may, in the discretion of the Committee, be granted either alone or in addition to or in tandem with any other Award or any award granted under any other plan of the Company. Awards granted in addition to or in tandem with other Awards, or in addition to or in tandem with awards granted under any other plan of the Company, may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(c) Subject to the terms of the Plan, payments or transfers to be made by the Company upon the grant, exercise or settlement of an Award may be made in the form of cash, Shares, other Awards, other property, net settlement, or any combination thereof, as determined by the Committee in its discretion at the time of grant, and may be made in a single payment or transfer, in installments or on a deferred basis, in each case in accordance with rules and procedures established by the Committee. Such rules and procedures may include provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of dividend equivalents in respect of installment or deferred payments.

(d) Except as may be permitted by the Committee or as specifically provided in an Award Agreement, (i) no Award and no right under any Award shall be assignable, alienable, saleable or transferable by a Participant other than by will or pursuant to Section 13(e) and (ii) during a Participant's lifetime, each Award, and each right under any Award, shall be exercisable only by such Participant or, if permissible under applicable law, by such Participant's guardian or legal representative. The provisions of this Section 13(d) shall not apply to any Award that has been fully exercised or settled, as the case may be, and shall not preclude forfeiture of an Award in accordance with the terms thereof.

(e) A Participant may designate a Beneficiary or change a previous Beneficiary designation only at such times as prescribed by the Committee, in its sole discretion, and only by using forms and following procedures approved or accepted by the Committee for that purpose.

(f) All certificates, if any, for Shares and/or other securities delivered under the Plan pursuant to any Award or the exercise or settlement thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations and other requirements of the Securities and Exchange Commission, any stock market or exchange upon which such Shares or other securities are then quoted, traded or listed, and any applicable securities laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

(g) The Company will not be obligated to deliver any Shares under the Plan or remove restrictions from Shares previously delivered under the Plan until (i) all Award conditions have been met or removed to the Committee's satisfaction, (ii) as determined by the Committee, all other legal matters regarding the issuance and delivery of such Shares have been satisfied, including any applicable securities laws, stock market or exchange rules and regulations or accounting or tax rules and regulations and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Committee deems necessary or appropriate to satisfy any applicable laws. The Company's inability to obtain authority from any regulatory body having jurisdiction, which the Committee determines is necessary to the lawful issuance and sale of any Shares, will relieve the Company of any liability for failing to issue or sell such Shares as to which such requisite authority has not been obtained.

(h) The Committee may impose restrictions on any Award with respect to non-competition, non-solicitation, confidentiality and other restrictive covenants, or requirements to comply with minimum share ownership requirements, as it deems necessary or appropriate in its sole discretion, which such restrictions may be set forth in any applicable Award Agreement or otherwise.

Section 14. *Amendments and Terminations.*

(a) *Amendment or Termination of the Plan.* Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award Agreement or in the Plan, the Board may amend, alter, suspend, discontinue or terminate the Plan or any portion thereof at any time; *provided*, *however*, that no such amendment, alteration, suspension, discontinuation or termination shall be made without (i) shareholder approval if such approval is required by applicable law or the rules of the stock market or exchange, if any, on which the Shares are principally quoted or traded or (ii) subject to Section 5(c) and Section 12, the consent of the affected Participant, if such action would materially adversely affect the rights of such Participant under any outstanding Award, except (x) to the extent any such amendment, alteration, suspension, discontinuance or termination is made to cause the Plan to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations or (y) to impose any "clawback" or recoupment provisions on any Awards (including any amounts or benefits arising from such Awards) in accordance with Section 18. Notwithstanding anything to the contrary in the Plan, the Committee may amend the Plan, or create sub-plans, in such manner as may be necessary or desirable to enable the Plan to achieve its stated purposes in any jurisdiction in a tax-efficient manner and in compliance with local rules and regulations.

(b) *Dissolution or Liquidation*. In the event of the dissolution or liquidation of the Company, each Award shall terminate immediately prior to the consummation of such action, unless otherwise determined by the Committee.

(c) *Terms of Awards.* The Committee may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue or terminate any Award theretofore granted (including by substituting another Award of the same or a different type), prospectively or retroactively, without the consent of any relevant Participant or holder or Beneficiary of an Award; *provided*, *however*, that, subject to Section 5(c) and Section 12, no such action shall materially adversely affect the rights of any affected Participant or holder or Beneficiary under any Award theretofore granted under the Plan, except (x) to the extent any such action is made to cause the Plan or Award to comply with applicable law, stock market or exchange rules and regulations or accounting or tax rules and regulations, or (y) to impose any "clawback" or recoupment provisions on any Awards (including any amounts or benefits arising from such Awards) in accordance with Section 18. The Committee shall be authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of events (including the events described in Section 5(c)) affecting the Company, or the financial statements of the Company, or of changes in applicable laws, regulations or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan.

(d) *No Repricing.* Except as provided in Section 5(c), the Committee may not, without shareholder approval, seek to effect any re-pricing of any previously granted "underwater" Option, SAR or similar Award by: (i) amending or modifying the terms of the Option, SAR or similar Award to lower the exercise price; (ii) cancelling the underwater Option, SAR or similar Award and granting either (A) replacement Options, SARs or similar Awards having a lower exercise price or (B) Restricted Shares, RSUs, Performance Awards or Other Share-Based Awards in exchange; or (iii) cancelling or repurchasing the underwater Options, SARs or similar Awards for cash or other securities. An Option, SAR or similar Award will be deemed to be "underwater" at any time when the Fair Market Value of the Shares covered by such Award is less than the exercise price of the Award.

Section 15. *Miscellaneous*.

(a) No Employee, Consultant, Non-Employee Director, Participant, or other Person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of employees, Participants or holders or Beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to each recipient. Any Award granted under the Plan shall be a one-time Award that does not constitute a promise of future grants. The Company, in its sole discretion, maintains the right to make available future grants under the Plan.

(b) The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of, or to continue to provide services to, the Company or any Affiliate. Further, the Company or any applicable Affiliate may at any time dismiss a Participant, free from any liability, or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award Agreement or in any other agreement binding on the parties. The receipt of any Award under the Plan is not intended to confer

any rights on the receiving Participant except as set forth in the applicable Award Agreement.

(c) In the event a Participant's regular level of time commitment in the performance of his or her services for the Company and any Affiliates is reduced (for example, and without limitation, if the Participant is an employee of the Company and the Employee has a change in status from a full-time employee to a part-time employee (or serves as a Consultant or Director) or takes an extended leave of absence) after the date of grant of any Award to the Participant, the Board may determine, to the extent permitted by applicable law, to (i) make a corresponding reduction in the number of shares or cash amount subject to any portion of such Award that is scheduled to vest or become payable after the date of such change in time commitment, and (ii) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such Award. In the event of any such reduction, the Participant will have no right with respect to any portion of the Award that is so reduced or extended.

(d) As a condition to accepting an Award under the Plan, the Participant agrees to execute any additional documents or instruments necessary or desirable, as determined in the Committee's sole discretion, to carry out the purposes or intent of the Award, or facilitate compliance with securities and/or other regulatory requirements, in each case at the Committee's request.

(e) No payment pursuant to the Plan shall be taken into account in determining any benefits under any severance, pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Affiliate, except to the extent otherwise expressly provided in writing in such other plan or an agreement thereunder.

(f) Nothing contained in the Plan shall prevent the Company or any Affiliate from adopting or continuing in effect other or additional compensation arrangements, including the grant of options and other stock-based awards, and such arrangements may be either generally applicable or applicable only in specific cases.

(e) The Company shall be authorized to withhold from any Award granted or any payment due or transfer made under any Award or under the Plan or from any compensation or other amount owing to a Participant the amount (in cash, Shares, other Awards, other property, net settlement, or any combination thereof) of applicable withholding taxes due in respect of an Award, its exercise or settlement or any payment or transfer under such Award or under the Plan and to take such other action (including providing for elective payment of such amounts in cash or Shares by such Participant) as may be necessary to satisfy all obligations for the payment of such taxes and, unless otherwise determined by the Committee in its discretion, to the extent such withholding would not result in liability classification of such Award (or any portion thereof) pursuant to FASB ASC Subtopic 718-10. As a condition to accepting an Award under the Plan, in the event that the amount of the Company's and/or its Affiliate's withholding obligation in connection with such Award was greater than the amount actually withheld by the Company and/or its Affiliates, each Participant agrees to indemnify and hold the Company and/or its Affiliates harmless from any failure by the Company and/or its Affiliates to withhold the proper amount.

(g) If any provision of the Plan or any Award Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction, or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award Agreement, such provision shall be stricken as to such jurisdiction, Person or Award, and the remainder of the Plan and any such Award Agreement shall remain in full force and effect.

(h) Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company.

(i) Any reference herein or in an Award Agreement to a "written" agreement or document will include any agreement or document delivered electronically, filed publicly at *www.sec.gov* (or any successor website thereto) or posted on the Company's intranet (or other shared electronic medium controlled by the Company to which the Participant has access). By accepting any Award, the Participant consents to receive documents by electronic delivery and to participate in the Plan through any on-line electronic system established and maintained by the Committee's or another third party selected by the Committee. The form of delivery of any Shares (e.g., a stock certificate or electronic entry evidencing such shares) shall be determined by the Company.

(j) No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash or other securities shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

(k) Awards may be granted to Participants who are non-United States nationals or employed or providing services outside the United States, or both, on such terms and conditions different from those applicable to Awards to Participants who are employed or providing services in the United States as may, in the judgment of the Committee, be necessary or desirable to recognize differences in local law, tax policy or custom. The Committee also may impose conditions on the exercise or vesting of Awards in order to minimize the Company's obligation with respect to tax equalization for Participants on assignments outside their home country.

Section 16. *Effective Date of the Plan.* The Plan shall be effective as of the Effective Date.

Section 17. *Term of the Plan.* No Award shall be granted under the Plan after the earliest to occur of (i) the 10-year anniversary of September 21, 2021; (ii) the maximum number of Shares available for issuance under the Plan have been issued; or (iii) the Board terminates the Plan in accordance with Section 14(a). However, unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond such date, and the authority of the Committee to amend, alter, adjust, suspend, discontinue or terminate any such Award, or to waive any conditions or rights under any such Award, and the authority of the Board to amend the Plan, shall extend beyond such date.

Section 18. *Cancellation or "Clawback" of Awards.*

(a) The Committee may specify in an Award Agreement that a Participant's rights, payments and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include a Termination of Service with or without Cause (and, in the case of any Cause that is resulting from an indictment or other non-final determination, the Committee may provide for such Award to be held in escrow or abeyance until a final resolution of the matters related to such event occurs, at which time the Award shall either be reduced, cancelled or forfeited (as provided in such Award Agreement) or remain in effect, depending on the outcome), violation of material policies, breach of non-competition, non-solicitation, confidentiality or other restrictive covenants, or requirements to comply with minimum share ownership requirements, that may apply to the Participant, or other conduct by the Participant that is detrimental to the business or reputation of the Company and/or its Affiliates.

(b) The Committee shall have full authority to implement any policies and procedures necessary to comply with Section 10D of the Exchange Act and any rules promulgated thereunder and any other regulatory regimes. Notwithstanding anything to the contrary contained herein, any Awards granted under the Plan (including any

amounts or benefits arising from such Awards) shall be subject to any clawback or recoupment arrangements or policies the Company has in place from time to time and the Committee may, to the extent permitted by applicable law and stock exchange rules or by any applicable Company policy or arrangement, and shall, to the extent required, cancel or require reimbursement of any Awards granted to the Participant or any Shares issued or cash received upon vesting, exercise or settlement of any such Awards or sale of Shares underlying such Awards.

Section 19. *Section 409A of the Code.* With respect to Awards subject to Section 409A of the Code, the Plan is intended to comply with the requirements of Section 409A of the Code, and the provisions of the Plan and any Award Agreement shall be interpreted in a manner that satisfies the requirements of Section 409A of the Code, and the Plan shall be operated accordingly. If any provision of the Plan or any term or condition of any Award would otherwise frustrate or conflict with this intent, the provision, term or condition shall be interpreted and deemed amended so as to avoid this conflict. Notwithstanding anything in the Plan to the contrary, if the Board considers a Participant to be a "specified employee" under Section 409A of the Code at the time of such Participant's "separation from service" (as defined in Section 409A of the Code), and any amount hereunder is "deferred compensation" subject to Section 409A of the Code, any distribution of such amount that otherwise would be made to such Participant with respect to an Award as a result of such "separation from service" shall not be made until the date that is six months after such "separation from service," except to the extent that earlier distribution would not result in such Participant's incurring interest or additional tax under Section 409A of the Code. If an Award includes a "series of installment payments" (within the meaning of Section 1.409A-2(b)(2)(iii) of the Treasury Regulations), a Participant's right to such series of installment payments shall be treated as a right to a series of separate payments and not as a right to a single payment, and if an Award includes "dividend equivalents" (within the meaning of Section 1.409A-3(e) of the Treasury Regulations), a Participant's right to such dividend equivalents shall be treated separately from the right to other amounts under the Award. Notwithstanding the foregoing, the tax treatment of the benefits provided under the Plan or any Award Agreement is not warranted or guaranteed, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by a Participant on account of non-compliance with Section 409A of the Code.

Section 20. *Successors and Assigns*. The terms of the Plan shall be binding upon and inure to the benefit of the Company and any successor entity, including any successor entity contemplated by Section 12(c).

Section 21. *Data Protection*. In connection with the Plan, the Company may need to process personal data provided by the Participant to the Company or its Affiliates, third party service providers or others acting on the Company's behalf. Examples of such personal data may include, without limitation, the Participant's name, account information, social security number, tax number and contact information. The Company may process such personal data in its legitimate business interests for all purposes relating to the operation and performance of the Plan, including but not limited to**:**

(a) administering and maintaining Participant records;

(b) providing the services described in the Plan;

(c) providing information to future purchasers or merger partners of the Company or any Affiliate, or the business in which such Participant works; and

(d) responding to public authorities, court orders and legal investigations, as applicable.

The Company may share the Participant's personal data with (i) Affiliates, (ii) trustees of any employee benefit trust, (iii) registrars, (iv) brokers, (v) third party administrators of the Plan, (vi) third party service providers acting on the Company's behalf to provide the services described above or (vii) regulators and others, as required by law.

If necessary, the Company may transfer the Participant's personal data to any of the parties mentioned above in a country or territory that may not provide the same protection for the information as the Participant's home country. Any transfer of the Participant's personal data to recipients in a third country will be made subject to appropriate safeguards or applicable derogations provided for under applicable law. Further information on those safeguards or derogations can be obtained through the contact set forth in the Employee Privacy Notice (the "Employee Privacy Notice") that previously has been provided by the Company or its applicable Affiliate to the Participant. The terms set forth in this Section 21 are supplementary to the terms set forth in the Employee Privacy Notice (which, among other things, further describes the rights of the Participant with respect to the Participant's personal data); provided that, in the event of any conflict between the terms of this Section 21 and the terms of the Employee Privacy Notice, the terms of this Section 21 shall govern and control in relation to the Plan and any personal data of the Participant to the extent collected in connection therewith.

The Company will keep personal data collected in connection with the Plan for as long as necessary to operate the Plan or as necessary to comply with any legal or regulatory requirements.

A Participant has a right to (i) request access to and rectification or erasure of the personal data provided, (ii) request the restriction of the processing of his or her personal data, (iii) object to the processing of his or her personal data, (iv) receive the personal data provided to the Company and transmit such data to another party, and (v) to lodge a complaint with a supervisory authority.

Section 22. *Governing Law*. The Plan and each Award Agreement shall be governed by the laws of the State of Delaware, without application of the conflicts of law principles thereof.

MONEYLION INC.
2021 EMPLOYEE STOCK PURCHASE PLAN

ARTICLE I.
PURPOSE

The purposes of this MoneyLion Inc. 2021 Employee Stock Purchase Plan (as it may be amended or restated from time to time, the "***Plan***") are to assist Eligible Employees of MoneyLion Inc., a Delaware corporation (the "***Company***") and its Designated Subsidiaries in acquiring a stock ownership interest in the Company and to help Eligible Employees provide for their future security and to encourage them to remain in the employment of the Company and its Designated Subsidiaries. The Plan has two components: (a) one component (the "***423 Component***") is intended to qualify as an "employee stock purchase plan" within the meaning of Section 423(b) of the Code, and the Plan will be interpreted in a manner that is consistent with that intent, and (b) the other component (the "***Non-423 Component***"), which is not intended to qualify as an "employee stock purchase plan" within the meaning of Section 423(b) of the Code, authorizes the grant of rights to purchase Common Stock pursuant to rules, procedures or sub-plans adopted by the Administrator that are designed to achieve tax, securities laws or other objectives for Eligible Employees. Except as otherwise provided herein, the Non-423 Component will operate and be administered in the same manner as the 423 Component.

ARTICLE II.
DEFINITIONS AND CONSTRUCTION

Wherever the following terms are used in the Plan, they shall have the meanings specified below, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates. Masculine, feminine and neuter pronouns are used interchangeably and each comprehends the others.

2.1 "***Administrator***" shall mean the entity that conducts the general administration of the Plan as provided in Article XI. The term "Administrator" shall refer to the Committee (as defined below) unless the Board has assumed the authority for administration of the Plan as provided in Article XI.

2.2 "***Applicable Law***" means any applicable law, including the requirements relating to the administration of equity-based awards under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws of any foreign country or jurisdiction where rights are, or will be, granted under the Plan.

2.3 "***Board***" shall mean the Board of Directors of the Company.

2.4 "***Code***" shall mean the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

2.5 "***Common Stock***" shall mean the Class A common stock of the Company, par value $0.0001 per share.

2.6 "***Company***" shall mean MoneyLion Inc., a Delaware corporation.

2.7 "***Compensation***" of an Eligible Employee shall mean the gross base compensation received by such Eligible Employee as compensation for services to the Company or any Designated Subsidiary, including prior week adjustment and overtime payments but excluding vacation pay, holiday pay, jury duty pay, funeral leave pay, military leave pay, commissions, incentive compensation, payments made under any bonus program, one-time bonuses (e.g., retention or sign on bonuses), education or tuition reimbursements, travel expenses, business and moving reimbursements, income received in connection with any stock options, stock appreciation rights, restricted stock, restricted stock units or other compensatory equity awards, fringe benefits, other special payments and all contributions made by the Company or any Designated Subsidiary for the Employee's benefit under any employee benefit plan now or hereafter established.

2.8 "***Designated Subsidiary***" shall mean any Subsidiary or affiliate of the Company designated by the Administrator in accordance with Section 11.3(b). For purposes of the 423 Component, only the Company's Subsidiaries may be Designated Subsidiaries; provided, however, that at any given time, a Subsidiary that is a Designated Subsidiary under the 423 Component will not be a Designated Subsidiary under the Non-423 Component.

2.9 "***Effective Date***" shall mean the date on which the Plan is adopted by the Board and approved by the shareholders of the Company.

2.10 "***Eligible Employee***" shall mean an Employee who does not, immediately after any rights under the Plan are granted, own (directly or through attribution) stock possessing 5% or more of the total combined voting power or value of all classes of common stock of the Company and other stock of the Company, a Parent or a Subsidiary (as determined under Section 423(b)(3) of the Code). For purposes of the foregoing sentence, the rules of Section 424(d) of the Code with regard to the attribution of stock ownership shall apply in determining the stock ownership of an individual, and stock that an Employee may purchase under outstanding options shall be treated as stock owned by the Employee; provided, however, that the Administrator may provide in an Offering Document that an Employee shall not be eligible to participate in an Offering Period if: (i) such Employee is a highly compensated employee within the meaning of Section 423(b)(4)(D) of the Code, (ii) such Employee has not met a service requirement designated by the Administrator pursuant to Section 423(b)(4)(A) of the Code (which service requirement may not exceed two years), (iii) such Employee's customary employment is for twenty hours or less per week, (iv) such Employee's customary employment is for less than five months in any calendar year and/or (v) such Employee is a citizen or resident of a foreign jurisdiction and the grant of a right to purchase Common Stock under the Plan to such Employee would be prohibited under the laws of such foreign jurisdiction, as determined by the Administrator in its sole discretion; provided, further, that any exclusion in clauses (i), (ii), (iii), (iv) or (v) shall be applied in an identical manner under each Offering Period to all Employees, in accordance with Treasury Regulation Section 1.423-2(e).

2.11 "***Employee***" shall mean any officer or other employee (as defined in accordance with Section 3401(c) of the Code) of the Company or any Designated Subsidiary. "Employee" shall not include any director of the Company or a Designated Subsidiary who does not render services to the Company or a Designated Subsidiary as an employee within the meaning of Section 3401(c) of the Code. For purposes of the Plan, the employment relationship shall be treated as continuing intact while the individual is on sick leave or other leave of absence approved by the Company or Designated Subsidiary and meeting the requirements of Treasury Regulation Section 1.421-1(h)(2). Where the period of leave exceeds three months and the individual's right to reemployment is not guaranteed either by statute or by contract, the employment relationship shall be deemed to have terminated on the first day immediately following such three-month period.

2.12 "***Enrollment Date***" shall mean, with respect to an Offering Period, the first Trading Day of such Offering Period.

2.13 "***Exchange Act***" shall mean the Securities Exchange Act of 1934, as amended from time to time.

2.14 "***Fair Market Value***" shall mean, as of any date, the value of a Share determined as follows: (i) if the Common Stock is listed on any established stock exchange, national market system or quoted or traded on any automated quotation system, including without limitation the New York Stock Exchange, its Fair Market Value will be the closing sales price for a Share (or the closing bid, if no sales were reported) as quoted on such exchange or system on the Trading Day immediately preceding the date of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; (ii) if the Common Stock is not listed on an established stock exchange, national market system or automated quotation system, but the Common Stock is regularly quoted by a recognized securities dealer, the Fair Market Value of a Share

will be the mean of the high bid and low asked prices for such date or, if no high bids and low asks were reported on such date, the high bid and low asked prices for a Share on the last preceding date such bids and asks were reported, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or (iii) in the absence of an established market for the Common Stock, the Fair Market Value will be determined in good faith by the Administrator.

2.15 "***Offering Document***" shall have the meaning given to such term in Section 4.1.

2.16 "***Offering Period***" shall have the meaning given to such term in Section 4.1.

2.17 "***Parent***" shall mean any corporation, other than the Company, in an unbroken chain of corporations ending with the Company if, at the time of the determination, each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

2.18 "***Participant***" shall mean any Eligible Employee who has executed a subscription agreement and been granted rights to purchase Common Stock pursuant to the Plan.

2.19 "***Person***" shall mean any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act).

2.20 "***Plan***" shall mean this MoneyLion Inc. 2021 Employee Stock Purchase Plan, as it may be amended from time to time.

2.21 "***Purchase Date***" shall mean the last Trading Day of each Purchase Period.

2.22 "***Purchase Period***" shall refer to one or more periods within an Offering Period, as designated in the applicable Offering Document;provided, however, that, in the event no purchase period is designated by the Administrator in the applicable Offering Document, the purchase period for each Offering Period covered by such Offering Document shall be the same as the applicable Offering Period.

2.23 "***Purchase Price***" shall mean the purchase price designated by the Administrator in the applicable Offering Document (which purchase price shall not be less than 85% of the Fair Market Value of a Share on the Enrollment Date or on the Purchase Date, whichever is lower); provided, however, that, in the event no purchase price is designated by the Administrator in the applicable Offering Document, the purchase price for the Offering Periods covered by such Offering Document shall be 85% of the Fair Market Value of a Share on the Enrollment Date or on the Purchase Date, whichever is lower; provided, further, that the Purchase Price may be adjusted by the Administrator pursuant to Article VIII and shall not be less than the par value of a Share.

2.24 "***Securities Act***" shall mean the Securities Act of 1933, as amended.

2.25 "***Share***" shall mean a share of Common Stock.

2.26 "***Subsidiary***" shall mean any corporation, other than the Company, in an unbroken chain of corporations beginning with the Company if, at the time of the determination, each of the corporations other than the last corporation in an unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain; provided, however, that a limited liability company or partnership may be treated as a Subsidiary to the extent either (a) such entity is treated as a disregarded entity under Treasury Regulation Section 301.7701-3(a) by reason of the Company or any other Subsidiary that is a corporation being the sole owner of such entity, or (b) such entity elects to be classified as a corporation under Treasury Regulation Section 301.7701-3(a) and such entity would otherwise qualify as a Subsidiary.

2.27 "***Trading Day***" shall mean a day on which national stock exchanges in the United States are open for trading.

ARTICLE III.
SHARES SUBJECT TO THE PLAN

3.1 Number of Shares. Subject to Article VIII, the aggregate number of Shares that may be issued pursuant to rights granted under the Plan shall be 3,936,035. In addition to the foregoing, subject to Article VIII, during the term of the Plan, commencing on January 1, 2022 and ending on (and including), January 1, 2032, the number of Shares available for issuance under the Plan shall be increased by that number of Shares equal to the least of (a) 3,936,035 Shares (subject to any adjustment pursuant to Article VIII), (b) 1.5% of the outstanding shares of all classes of the Company's common stock on the final day of the immediately preceding calendar year or (c) such smaller number of Shares as determined by the Board. If any right granted under the Plan shall for any reason terminate without having been exercised, the Common Stock not purchased under such right shall again become available for issuance under the Plan.

3.2 Stock Distributed. Any Common Stock distributed pursuant to the Plan may consist, in whole or in part, of authorized and unissued Common Stock, treasury stock or Common Stock purchased on the open market.

ARTICLE IV.
OFFERING PERIODS; OFFERING DOCUMENTS; PURCHASE DATES

4.1 Offering Periods. The Administrator may, from time to time, grant or provide for the grant of rights to purchase Common Stock under the 423 Component or the Non-423 Component of the Plan to Eligible Employees during one or more periods (each, an "***Offering Period***") selected by the Administrator. The terms and conditions applicable to each Offering Period shall be set forth in an "***Offering Document***" adopted by the Administrator, which Offering Document shall be in such form and shall contain such terms and conditions as the Administrator shall deem appropriate and shall be incorporated by reference into and made part of the Plan and shall be attached hereto as part of the Plan. The provisions of separate Offering Periods under the Plan need not be identical.

4.2 Offering Documents. Each Offering Document with respect to an Offering Period shall specify (through incorporation of the provisions of the Plan by reference or otherwise):

(a) the length of the Offering Period, which period shall not exceed twenty-seven months;

(b) the maximum number of Shares that may be purchased by any Eligible Employee during such Offering Period; and

(c) such other provisions as the Administrator determines are appropriate, subject to the Plan.

ARTICLE V.
ELIGIBILITY AND PARTICIPATION

5.1 Eligibility. Any Eligible Employee who shall be employed by the Company or a Designated Subsidiary on a given Enrollment Date for an Offering Period shall be eligible to participate in the Plan during such Offering Period, subject to the requirements of this Article V and the limitations imposed by Section 423(b) of the Code.

5.2 Enrollment in Plan.

(a) Except as otherwise set forth in an Offering Document or determined by the Administrator, an Eligible Employee may become a Participant in the Plan for an Offering Period by delivering a subscription agreement to the Company by such time prior to the Enrollment Date for such Offering Period (or such other date specified in the Offering Document) designated by the Administrator and in such form (which may be electronic) as the Company provides.

(b) Each subscription agreement shall designate a whole percentage of such Eligible Employee's Compensation to be withheld by the Company or the Designated Subsidiary employing such Eligible Employee on each payday during the Offering Period as payroll deductions under the Plan. The designated percentage may not be less than 1% and may not be more than the maximum percentage specified by the Administrator in the applicable Offering Document (which percentage shall be 15% in the absence of any such designation) as payroll deductions. The payroll deductions made for each Participant shall be credited to an account for such Participant under the Plan and shall be deposited with the general funds of the Company.

(c) A Participant may decrease the percentage of Compensation designated in his or her subscription agreement, subject to the limits of this Section 5.2, or may suspend his or her payroll deductions, at any time during an Offering Period; provided, however, that the Administrator may limit the number of changes a Participant may make to his or her payroll deduction elections during each Offering Period in the applicable Offering Document (and in the absence of any specific designation by the Administrator, a Participant shall be allowed one decrease (and no increases) to his or her payroll deduction elections during each Offering Period). Any such change or suspension of payroll deductions shall be effective with the first full payroll period following five business days after the Company's receipt of the new subscription agreement (or such shorter or longer period as may be specified by the Administrator in the applicable Offering Document). In the event a Participant suspends his or her payroll deductions, such Participant's cumulative payroll deductions prior to the suspension shall remain in his or her account and shall be applied to the purchase of Shares on the next occurring Purchase Date and shall not be paid to such Participant unless he or she withdraws from participation in the Plan pursuant to Article VII.

(d) Except as otherwise set forth in an Offering Document or determined by the Administrator, a Participant may participate in the Plan only by means of payroll deduction and may not make contributions by lump sum payment for any Offering Period.

5.3 Payroll Deductions. Except as otherwise provided in the applicable Offering Document, payroll deductions for a Participant shall commence on the first payroll following the Enrollment Date and shall end on the last payroll in the Offering Period to which the Participant's authorization is applicable, unless sooner terminated by the Participant as provided in Article VII or suspended by the Participant or the Administrator as provided in Section 5.2 and Section 5.6, respectively.

5.4 Effect of Enrollment. A Participant's completion of a subscription agreement will enroll such Participant in the Plan for each subsequent Offering Period on the terms contained therein until the Participant either submits a new subscription agreement, withdraws from participation under the Plan as provided in Article VII or otherwise becomes ineligible to participate in the Plan.

5.5 Limitation on Purchase of Common Stock. An Eligible Employee may not be granted rights under the 423 Component of the Plan if such rights, together with any other rights granted to such Eligible Employee under "employee stock purchase plans" of the Company, any Parent or any Subsidiary, as specified by Section 423(b)(8) of the Code, permit such employee's rights to purchase stock of the Company or any Parent or Subsidiary to accrue at a rate that exceeds $25,000 of the fair market value of such stock (determined as of the first day of the Offering Period during which such rights are granted) for each calendar year in which such rights are outstanding at any time. This limitation shall be applied in accordance with Section 423(b)(8) of the Code.

5.6 Decrease or Suspension of Payroll Deductions. Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 5.5 or the other limitations set forth in the Plan, a Participant's payroll deductions may be suspended by the Administrator at any time during an Offering Period. The balance of the amount credited to the account of each Participant that has not been applied to the purchase of Shares by reason of Section 423(b)(8) of the Code, Section 5.5 or the other limitations set forth in the Plan shall be paid to such Participant in one lump sum in cash as soon as reasonably practicable after the Purchase Date.

5.7 Foreign Employees. In order to facilitate participation in the Plan, the Administrator may provide for such special terms applicable to Participants who are citizens or residents of a foreign jurisdiction, or who are employed by a Designated Subsidiary outside of the United States, as the Administrator may consider necessary or appropriate to accommodate differences in local law, tax policy or custom, including through participation in an Offering Period under the Non-423 Component of the Plan. Except as otherwise provided herein, such special terms may not be more favorable than the terms of rights granted under the 423 Component of the Plan to Eligible Employees who are residents of the United States. Moreover, the Administrator may approve such supplements to, or amendments, restatements or alternative versions of, the Plan as it may consider necessary or appropriate for such purposes without thereby affecting the terms of the Plan as in effect for any other purpose. No such special terms, supplements, amendments or restatements shall include any provisions that are inconsistent with the terms of the Plan as then in effect unless the Plan could have been amended to eliminate such inconsistency without further approval by the stockholders of the Company.

5.8 Leave of Absence. During leaves of absence approved by the Company meeting the requirements of Treasury Regulation Section 1.421-1(h)(2) under the Code, a Participant may continue participation in the Plan by making cash payments to the Company on his or her normal payday equal to his or her authorized payroll deduction.

ARTICLE VI.
GRANT AND EXERCISE OF RIGHTS

6.1 Grant of Rights. On the Enrollment Date of each Offering Period, each Eligible Employee participating in such Offering Period shall be granted a right to purchase the maximum number of Shares specified in the Offering Documents under Section 4.2, subject to the limits in Section 5.5, and shall have the right to buy, on each Purchase Date during such Offering Period (at the applicable Purchase Price), such number of whole Shares as is determined by dividing (a) such Participant's payroll deductions accumulated prior to such Purchase Date and retained in the Participant's account as of the Purchase Date, by (b) the applicable Purchase Price (rounded down to the nearest Share). The right shall expire on the earliest of: (x) the last Purchase Date of the Offering Period, (y) the last day of the Offering Period and (z) the date on which the Participant withdraws in accordance with Section 7.1 or Section 7.3.

6.2 Exercise of Rights. On each Purchase Date, each Participant's accumulated payroll deductions and any other additional payments specifically provided for in the applicable Offering Document will be applied to the purchase of whole Shares, up to the maximum number of Shares permitted pursuant to the terms of the Plan and the applicable Offering Document, at the Purchase Price. No fractional Shares shall be issued upon the exercise of rights granted under the Plan, unless the Offering Document specifically provides otherwise. Any cash in lieu of fractional Shares remaining after the purchase of whole Shares upon exercise of a purchase right will be credited to a Participant's account and carried forward and applied toward the purchase of whole Shares for the next following Offering Period. Shares issued pursuant to the Plan may be evidenced in such manner as the Administrator may determine and may be issued in certificated form or issued pursuant to book-entry procedures.

6.3 Pro Rata Allocation of Shares. If the Administrator determines that, on a given Purchase Date, the number of Shares with respect to which rights are to be exercised may exceed (a) the number of Shares that were available for issuance under the Plan on the Enrollment Date of the applicable Offering Period, or (b) the number of Shares available for issuance under the Plan on such Purchase Date, the Administrator may in its sole discretion provide that the Company shall make a pro rata allocation of the Shares available for purchase on such Enrollment Date or Purchase Date, as applicable, in as uniform a manner as shall be practicable and as it shall determine in its sole discretion to be equitable among all Participants for whom rights to purchase Common Stock are to be exercised pursuant to this Article VI on such Purchase Date, and shall either (i) continue all Offering Periods then in effect, or (ii) terminate any or all Offering Periods then in effect pursuant to Article IX. The Company may make pro rata allocation of the Shares available on the Enrollment Date of any applicable Offering Period pursuant to the preceding sentence, notwithstanding any authorization of additional Shares for issuance under the Plan by the Company's stockholders subsequent to such Enrollment Date. The balance of the amount credited to the account of each Participant that has not been applied to the purchase of Shares shall be paid to such Participant in one lump sum in cash as soon as reasonably practicable after the Purchase Date.

6.4 Withholding. At the time a Participant's rights under the Plan are exercised, in whole or in part, or at the time some or all of the Common Stock issued under the Plan is disposed of, the Participant must make adequate provision for the Company's federal, state, or other tax withholding obligations, if any, that arise upon the exercise of the right or the disposition of the Common Stock. At any time, the Company may, but shall not be obligated to, withhold from the Participant's compensation the amount necessary for the Company to meet applicable withholding obligations.

6.5 Conditions to Issuance of Common Stock. The Company shall not be required to issue or deliver any certificate or certificates for, or make any book entries evidencing, Shares purchased upon the exercise of rights under the Plan prior to fulfillment of all of the following conditions:

(a) The admission of such Shares to listing on all stock exchanges, if any, on which the Common Stock is then listed;

(b) The completion of any registration or other qualification of such Shares under any state or federal law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body that the Administrator shall, in its absolute discretion, deem necessary or advisable;

(c) The obtaining of any approval or other clearance from any state or federal governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable;

(d) The payment to the Company of all amounts that it is required to withhold under federal, state or local law upon exercise of the rights, if any; and

(e) The lapse of such reasonable period of time following the exercise of the rights as the Administrator may from time to time establish for reasons of administrative convenience.

ARTICLE VII.
WITHDRAWAL; CESSATION OF ELIGIBILITY

7.1 Withdrawal. A Participant may withdraw all but not less than all of the payroll deductions credited to his or her account and not yet used to exercise his or her rights under the Plan at any time by giving written notice to the Company in a form acceptable to the Company no later than one week prior to the end of the Offering Period. All of the Participant's payroll deductions credited to his or her account during an Offering Period shall be paid to such Participant as soon as reasonably practicable after receipt of notice of withdrawal, such Participant's rights for the Offering Period shall be automatically terminated, and no further payroll deductions for the purchase of Shares shall be made for such Offering Period. If a Participant withdraws from an Offering Period, payroll deductions shall not resume at the beginning of the next Offering Period unless the Participant timely delivers to the Company a new subscription agreement.

7.2 Future Participation. A Participant's withdrawal from an Offering Period shall not have any effect upon his or her eligibility to participate in any similar plan that may hereafter be adopted by the Company or a Designated Subsidiary or in subsequent Offering Periods that commence after the termination of the Offering Period from which the Participant withdraws.

7.3 Cessation of Eligibility. Upon a Participant's ceasing to be an Eligible Employee for any reason, he or she shall be deemed to have elected to withdraw from the Plan pursuant to this Article VII and the payroll deductions credited to such Participant's account during the Offering Period shall be paid to such Participant or, in the case of his or her death, to the Person or Persons entitled thereto under Section 12.4, as soon as reasonably practicable, and such Participant's rights for the Offering Period shall be automatically terminated.

7.4 Transfer of Employment. If a Participant transfers from an Offering Period under the 423 Component to an Offering Period under the Non-423 Component, the exercise of the Participant's right to purchase Common Stock will be qualified under the 423 Component only to the extent that such exercise complies with Section 423 of the Code. If a Participant transfers from an Offering Period under the Non-423 Component to an Offering Period under the 423 Component, the exercise of the Participant's rights will remain non-qualified under the Non-423 Component.

ARTICLE VIII.
ADJUSTMENTS UPON CHANGES IN STOCK

8.1 Changes in Capitalization. Subject to Section 8.3, in the event that the Administrator determines that any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), reorganization, merger, amalgamation, consolidation, combination, repurchase, recapitalization, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company, or sale or exchange of Common Stock or other securities of the Company, issuance of warrants or other rights to purchase Common Stock or other securities of the Company, or other similar corporate transaction or event, as determined by the Administrator, affects the Common Stock such that an adjustment is determined by the Administrator to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended by the Company to be made available under the Plan or with respect to any outstanding purchase rights under the Plan, the Administrator shall make equitable adjustments, if any, to reflect such change with respect to (a) the aggregate number and type of Shares (or other securities or property) that may be issued under the Plan (including, but not limited to, adjustments of the limitations in Section 3.1 and the limitations established in each Offering Document pursuant to Section 4.2 on

the maximum number of Shares that may be purchased); (b) the class(es) and number of Shares and price per Share subject to outstanding rights; and (c) the Purchase Price with respect to any outstanding rights.

8.2 Other Adjustments. Subject to Section 8.3, in the event of any transaction or event described in Section 8.1 or any unusual or nonrecurring transactions or events affecting the Company, any affiliate of the Company, or the financial statements of the Company or any affiliate, or of changes in Applicable Law or accounting principles, the Administrator, in its discretion, and on such terms and conditions as it deems appropriate, is hereby authorized to take any one or more of the following actions whenever the Administrator determines that such action is appropriate in order to prevent the dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or with respect to any right under the Plan, to facilitate such transactions or events or to give effect to such changes in laws, regulations or principles:

(a) To provide for either (i) termination of any outstanding right in exchange for an amount of cash, if any, equal to the amount that would have been obtained upon the exercise of such right had such right been currently exercisable or (ii) the replacement of such outstanding right with other rights or property selected by the Administrator in its sole discretion;

(b) To provide that the outstanding rights under the Plan shall be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar rights covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices;

(c) To make adjustments in the number and type of Shares (or other securities or property) subject to outstanding rights under the Plan and/or in the terms and conditions of outstanding rights and rights that may be granted in the future;

(d) To provide that Participants' accumulated payroll deductions may be used to purchase Common Stock prior to the next occurring Purchase Date on such date as the Administrator determines in its sole discretion and the Participants' rights under the ongoing Offering Period(s) shall be terminated; and

(e) To provide that all outstanding rights shall terminate without being exercised.

8.3 No Adjustment Under Certain Circumstances. No adjustment or action described in this Article VIII or in any other provision of the Plan shall be authorized to the extent that such adjustment or action would cause the 423 Component of the Plan to fail to satisfy the requirements of Section 423 of the Code.

8.4 No Other Rights. Except as expressly provided in the Plan, no Participant shall have any rights by reason of any subdivision or consolidation of shares of stock of any class, the payment of any dividend, any increase or decrease in the number of shares of stock of any class or any dissolution, liquidation, merger, or consolidation of the Company or any other corporation. Except as expressly provided in the Plan or pursuant to action of the Administrator under the Plan, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of Shares subject to outstanding rights under the Plan or the Purchase Price with respect to any outstanding rights.

ARTICLE IX.
AMENDMENT, MODIFICATION AND TERMINATION

9.1 Amendment, Modification and Termination. The Administrator may amend, suspend or terminate the Plan at any time and from time to time; provided, however, that approval of the Company's stockholders shall be required to amend the Plan to: (a) increase the aggregate number, or change the type, of shares that may be sold pursuant to rights under the Plan under Section 3.1 (other than an adjustment as provided by Article VIII); (b) change the corporations or classes of corporations whose employees may be granted rights under the Plan; or (c) change the Plan in any manner that would cause the 423 Component of the Plan to no longer be an "employee stock purchase plan" within the meaning of Section 423(b) of the Code.

9.2 Certain Changes to Plan. Without stockholder consent and without regard to whether any Participant rights may be considered to have been adversely affected, to the extent permitted by Section 423 of the Code, the Administrator shall be entitled to change the Offering Periods, limit the frequency and/or number of changes in the amount withheld from Compensation during an Offering Period, establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit payroll withholding in excess of the amount designated by a Participant in order to adjust for delays or mistakes in the Company's processing of payroll withholding elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Stock for each Participant properly correspond with amounts withheld from the Participant's Compensation, and establish such other limitations or procedures as the Administrator determines in its sole discretion to be advisable that are consistent with the Plan.

9.3 Actions in the Event of Unfavorable Financial Accounting Consequences. In the event the Administrator determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Administrator may, in its discretion and, to the extent necessary or desirable, modify or amend the Plan to reduce or eliminate such accounting consequence including, but not limited to:

(a) altering the Purchase Price for any Offering Period including an Offering Period underway at the time of the change in Purchase Price;

(b) shortening any Offering Period so that the Offering Period ends on a new Purchase Date, including an Offering Period underway at the time of the Administrator action; and

(c) allocating Shares.

Such modifications or amendments shall not require stockholder approval or the consent of any Participant.

9.4 Payments Upon Termination of Plan. Upon termination of the Plan, the balance in each Participant's Plan account shall be refunded as soon as practicable after such termination, without any interest thereon.

ARTICLE X.
TERM OF PLAN

The Plan shall be effective on the Effective Date. No right may be granted under the Plan prior to stockholder approval of the Plan. No rights may be granted under the Plan during any period of suspension of the Plan or after termination of the Plan.

ARTICLE XI.
ADMINISTRATION

11.1 Administrator. Unless otherwise determined by the Board, the Administrator of the Plan shall be the Compensation Committee of the Board (or another committee or a subcommittee of the Board to which the Board delegates administration of the Plan) (such committee, the "***Committee***"). The Board may at any time vest in the Board any authority or duties for administration of the Plan.

11.2 Action by the Administrator. Each member of the Administrator is entitled to, in good faith, rely or act upon any report or other information furnished to that member by any officer or other Employee, the Company's independent certified public accountants, or any executive compensation consultant or other professional retained by the Company to assist in the administration of the Plan.

11.3 Authority of Administrator. The Administrator shall have the power, subject to, and within the limitations of, the express provisions of the Plan:

(a) To determine when and how rights to purchase Common Stock shall be granted and the provisions of each offering of such rights (which need not be identical).

(b) To designate from time to time which Subsidiaries and/or affiliates of the Company shall be Designated Subsidiaries, which designation may be made without the approval of the stockholders of the Company.

(c) To adopt sub-plans or special rules applicable to Participants in particular Designated Subsidiaries or locations, which sub-plans or special rules may be designed to be outside the scope of Section 423 of the Code and under the Non-423 Component.

(d) To construe and interpret the Plan and rights granted under it, and to establish, amend and revoke rules and regulations for its administration. The Administrator, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan, in a manner and to the extent it shall deem necessary or expedient to make the Plan fully effective.

(e) To amend, suspend or terminate the Plan as provided in Article IX.

(f) Generally, to exercise such powers and to perform such acts as the Administrator deems necessary or expedient to promote the best interests of the Company and its Subsidiaries and to carry out the intent that the 423 Component of the Plan be treated as an "employee stock purchase plan" within the meaning of Section 423 of the Code.

11.4 Decisions Binding. The Administrator's interpretation of the Plan, any rights granted pursuant to the Plan, any subscription agreement and all decisions and determinations by the Administrator with respect to the Plan are final, binding, and conclusive on all parties.

ARTICLE XII.
MISCELLANEOUS

12.1 Restriction upon Assignment. A right granted under the Plan shall not be transferable other than by will or the applicable laws of descent and distribution, and is exercisable during the Participant's lifetime only by the Participant. Except as provided in Section 12.4 hereof, a right under the Plan may not be exercised to any extent except by the Participant. The Company shall not recognize and shall be under no duty to recognize any assignment or alienation of the Participant's interest in the Plan, the Participant's rights under the Plan or any rights thereunder.

12.2 Rights as a Stockholder. With respect to Shares subject to a right granted under the Plan, a Participant shall not be deemed to be a stockholder of the Company, and the Participant shall not have any of the rights or privileges of a stockholder, until such Shares have been issued to the Participant or his or her nominee following exercise of the Participant's rights under the Plan. No adjustments shall be made for dividends (ordinary or extraordinary, whether in cash securities, or other property) or distribution or other rights for which the record date occurs prior to the date of such issuance, except as otherwise expressly provided herein or as determined by the Administrator.

12.3 Interest. No interest shall accrue on the payroll deductions or contributions of a Participant under the Plan.

12.4 Designation of Beneficiary.

(a) A Participant may, in the manner determined by the Administrator, file a written or electronic (subject to Section 12.11, as applicable) designation of a beneficiary who is to receive any Shares and/or cash, if any, from the Participant's account under the Plan in the event of such Participant's death subsequent to a Purchase Date on which the Participant's rights are exercised but prior to delivery to such Participant of such Shares and cash. In addition, a Participant may file a written designation of a beneficiary who is to receive any cash from the Participant's account under the Plan in the event of such Participant's death prior to exercise of the Participant's rights under the Plan. If the Participant is married and resides in a community property state, a designation of a Person other than the Participant's spouse as his or her beneficiary shall not be effective without the prior written consent of the Participant's spouse.

(b) Such designation of beneficiary may be changed by the Participant at any time by written notice to the Company. In the event of the death of a Participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such Participant's death, the Company shall deliver such Shares and/or cash to the executor or administrator of the estate of the Participant, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver such Shares and/or cash to the spouse or to any one or more dependents or relatives of the Participant, or if no spouse, dependent or relative is known to the Company, then to such other Person as the Company may designate.

12.5 Notices. All notices or other communications by a Participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the Person, designated by the Company for the receipt thereof.

12.6 Equal Rights and Privileges. Subject to Section 5.7, all Eligible Employees who are granted rights under the 423 Component of the Plan will have equal rights and privileges so that the Plan qualifies as an "employee stock purchase plan" within the meaning of Section 423 of the Code. Subject to Section 5.7, any provision of the 423 Component of the Plan that is inconsistent with Section 423 of the Code will, without further act or amendment by the Company, the Board or the Administrator, be reformed to comply with the equal rights and privileges requirement of Section 423 of the Code.

12.7 Use of Funds. All payroll deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions.

12.8 No Employment Rights. Nothing in the Plan shall be construed to give any Person (including any Eligible Employee or Participant) the right to remain in the employ of the Company or any Parent or Subsidiary or affect the right of the Company or any Parent or Subsidiary to terminate the employment of any Person (including any Eligible Employee or Participant) at any time, with or without cause.

12.9 Notice of Disposition of Shares. Each Participant shall, if requested by the Company, give prompt notice to the Company of any disposition or other transfer of

any Shares purchased upon exercise of a right under the 423 Component of the Plan if such disposition or transfer is made: (a) within two years from the Enrollment Date of the Offering Period in which the Shares were purchased or (b) within one year after the Purchase Date on which such Shares were purchased. Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by the Participant in such disposition or other transfer.

12.10 Governing Law. The Plan and any agreements hereunder shall be administered, interpreted and enforced under the internal laws of the State of Delaware without regard to conflicts of laws thereof or of any other jurisdiction.

12.11 Electronic Forms. To the extent permitted by Applicable Law and in the discretion of the Administrator, an Eligible Employee may submit any designation, subscription agreement, form or notice as set forth herein by means of an electronic form approved by the Administrator. Before the commencement of an Offering Period, the Administrator shall prescribe the time limits within which any such electronic form shall be submitted to the Administrator with respect to such Offering Period in order to be a valid election.

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into as of November 19, 2019 by and between MoneyLion Inc., a Delaware corporation, with its principal place of business at 30 West 21st Street, 9th Floor, New York City, New York, and Diwakar Choubey ("Executive"). Company and Executive shall sometimes be referred to individually as the "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Company desires to retain Executive as an employee to provide services to the Company, and wishes to provide Executive with certain compensation and benefits in return for Executive's services;

WHEREAS, Executive desires to be employed by the Company and provide such services to the Company as an Executive in return for certain compensation and benefits;

WHEREAS, this Agreement amends, restates, supersedes and otherwise replaces any existing employment agreement, whether written or oral, currently in existence between the Company and Executive, and provides benefits to Executive that Executive is not currently, and would not otherwise be, entitled to without this Agreement; and

WHEREAS, the Company and Executive wish to set forth in this Agreement the terms and conditions under which Executive will be employed by Company.

TERMS

NOW, THEREFORE, incorporating herein by reference the foregoing Recitals and in consideration of Executive's employment with Company and of the mutual covenants and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. EMPLOYMENT.

The Company hereby agrees to employ Executive, and Executive hereby accepts such employment, on the terms and conditions set forth herein.

1.1 Term. This Agreement is effective on and from November 19, 2019 (the "Effective Date") and will continue for an initial period of two years (the "Initial Term"). Thereafter, this Agreement will automatically renew upon the same terms and conditions set forth below for successive one year terms (the "Term") unless either Party provides six months' prior notice to the other Party of intent not to renew the Agreement.

1.2 Position and Duties. Executive shall be employed in the position of Chief Executive Officer of the Company ("CEO"). Executive shall report directly to the Board of Directors ("BoD"), and shall have the duties and responsibilities commensurate with such position and such other duties and responsibilities not inconsistent with the performance of his duties as CEO and as the BoD shall direct.

The services to be rendered by Executive shall include such services as are customarily rendered by persons engaged in the same capacity or in a similar capacity in the Company's industry, pursuant to the terms and conditions set forth in this Agreement. Executive acknowledges and agrees that in Executive's capacity as an officer of the Company, Executive owes fiduciary duties to the Company and any of their affiliated companies in accordance with applicable law.

1.3 Exclusive Services. During the Term, Executive will devote substantially his full business time and attention to the performance of his duties for the Company and will not engage in any other business activity (whether for compensation or otherwise) without the prior written consent of the BoD. Notwithstanding anything herein to the contrary, this Agreement shall not be interpreted to prohibit the Executive from serving in charitable and civic positions or on corporate boards and committees of for-profit companies, in each case with the prior written consent of the Board of Directors, which consent shall not be unreasonably withheld if those activities do not materially interfere with the services required under this Agreement.

1.4 Executive's Principal Place of Employment. The location of the Executive's principal place of employment shall be at the Company's headquarters in New York City, New York. In addition, Executive shall be expected to travel to other locations where the Company does business.

1.5 Executive's Representations. With respect to performing the services, Executive represents and warrants that he has no rights, duties or obligations and is not subject to any restrictions under any prior agreement with any previous employer or other person or entity which prohibits him from performing the services called for hereunder. Executive also represents and warrants to the Company that the execution of this Agreement by Executive and his employment by the Company and the performance of his duties hereunder do not and will not violate or constitute a breach of any agreement, including any non-competition agreement, invention or secrecy agreement, with any previous employer or any other person or entity, and will not violate any injunction or other equitable order entered against his. Executive further represents that she is not currently a party to any lawsuit, administrative proceeding, arbitration or other legal dispute with any previous employer or any other person or entity, and if she has been a party to a lawsuit, administrative proceeding, arbitration or other legal dispute with any previous employer or any other person, she has provided the Company with copies of any judgments or orders entered in connection therewith. Executive agrees to promptly notify the Company immediately if any such conflicts occur in the future.

Executive further specifically represents to the Company that she has not brought to (and will not bring to) the Company, nor does she use any materials or documents (whether or not of a confidential nature) of any previous employer or other person or entity. The provisions of this section shall survive the termination of Executive's employment with the Company.

1.6 Executive Indemnification. Executive agrees to indemnify, defend and hold harmless the Company and its successors and assigns from and against any claims, demands and causes of action made against the Company and any liability, judgments, deficiencies, damages, costs and expenses (including without limitation costs of suit, reasonable attorneys' fees, consulting fees and experts' fees) incurred or suffered by the Company referring or relating to: (a) Executive's prior employment(s); (b) alleged use or use by Executive of another's confidential information; (c) any duties or any obligations owed by Executive to any prior employers; (d) any alleged or actual breach by Executive of any agreements relating to confidential information; or (e) any breach of or failure by Executive to perform any warranties, covenants or agreements contained in this Agreement. The provisions of this section for indemnity shall survive the termination of Executive's employment with the Company.

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2. COMPENSATION AND BENEFITS.

2.1 Salary. The Company shall pay Executive as compensation for his services hereunder a base salary at the annualized rate of $400,000 (the "Base Salary"), less applicable withholdings, which amount shall be paid in accordance with the Company's regular payroll practices. Executive's Base Salary shall be reviewed periodically and may be increased by an amount determined by the Company, in its sole and absolute discretion. Notwithstanding the foregoing, the Company may reduce Executive's salary if it is part of a management-wide reduction in salaries in which Executive's salary is not reduced a disproportionately greater percentage.

2.2 Incentive Stock Options. Subject to the approval of the of the Compensation Committee of the Company's Board of Directors, Executive will be awarded Incentive Stock Options (ISOs) on a discretionary basis. The details of the ISOs will follow in a separate document.

2.3 Discretionary Bonus. With respect to each fiscal year during the Term, beginning in the 2019 fiscal year, which ends on December 31, 2019, Executive will be eligible to earn a discretionary bonus ("Discretionary Bonus"). In all instances, following the close of each fiscal year, the actual amount of the Discretionary Bonus, if any, shall be determined by the BoD and Compensation Committee, in their sole and absolute discretion, and may be based on, among other things, the portion of the fiscal year falling in the Term, Executive's overall performance, and the performance of the Company. No Discretionary Bonus shall be earned until the BoD and Compensation Committee determine the amount thereof, if any, and communicates the same in writing to Executive. No amount of the Discretionary Bonus is guaranteed and Executive must be an employee of the Company in good standing on the Discretionary Bonus payment date to be eligible to receive a Discretionary Bonus and only absent an issue of solvency and/or a material adverse effect on the U.S. business; e.g. a material regulatory compliance breach/material customer data breach/material brand impact, or similar event.

Notwithstanding the foregoing, per Section 3.7.3 in the event Executive is terminated without Cause or terminates for Good Reason (as those terms are defined below), or per Section 3.7.4 in the event Executive is terminated due to a Change in Control (as that term is defined below), prior to the payment date of the Discretionary Bonus, Executive will still be eligible to earn the Discretionary Bonus, if any.

Executive shall not receive any Discretionary Bonus: (a) for any fiscal year in which Executive does not work for the Company, regardless of the reason(s) for Executive's termination; (b) if Executive is terminated for Cause; (c) if Executive terminates without Good Reason; or (d) because of Executive's death, as those terms are defined or referenced in this Agreement.

2.4 Benefit Plans. Executive shall be eligible for Company benefits in accordance with Company policy.

3. TERMINATION OF EMPLOYMENT.

The Parties acknowledge that Executive's employment relationship with the Company is at-will, subject to the following terms and conditions.

3.1 Termination By The Company For Cause. Notwithstanding any other provision of this Agreement, Executive's employment under this Agreement may be terminated at any time by the Company for Cause (as defined below in Section 3.6.1) by delivery of written notice to Executive. Any such notice of termination shall effect termination as of the elate the written notice is delivered, or as of such later date as specified in the notice. All outstanding equity awards shall cease to vest.

3.2 Resignation by Executive. Notwithstanding any other provision of this Agreement, Executive may resign from his employment under this Agreement without Good Reason by delivery of written notice to the Company. Any such notice o resignation shall effect termination three months after Executive gives written notice to the Company of Executive's resignation; *provided* that the Company may set a termination date at any time between the date of notice and the stated effective date of resignation, in which case Executive's resignation shall be effective as of, and the date of termination of employment shall be, the date determined by the Company provided further that Executive shall continue to be paid Base Salary and benefits, less applicable withholdings, which amounts shall be paid in accordance with the Company's regular payroll practices for the entire six month period. The Company shall also have the right during the period between the date of the notice and the stated effective date of resignation, or any part of that period, to place Executive on leave, paying Base Salary and benefits to which Executive is entitled as set forth above, less applicable withholdings, which amounts shall be paid in accordance with the Company's regular payroll practices. During this leave period, Executive is not to visit the Company premises or conduct any business on behalf of Company unless at the written request of the Company. For avoidance of doubt, in the event that the Company so shortens the time period between the date Executive gives written notice of Executive's resignation and the effective date of Executive's resignation, this shall not be construed as a termination by the Company without Cause. All vested equity shall be handled in accordance with the applicable incentive plans and award agreements.

3.3 Termination by the company without Cause or by Executive for Good Reason Notwithstanding any other provision of this Agreement, Executive's employment under this Agreement may be terminated either (i) by the Company without Cause (which shall not include the expiration of this Agreement, including by Nonrenewal and other than in Connection with a Change of Control) by delivery of written notice to Executive or (ii) by Executive for Good Reason, as defined below in Section 3.6.3, (which shall not include the expiration of this Agreement, including by Nonrenewal), at any time. A termination without Cause shall be effective on the date Executive is so informed, or as otherwise specified by the Company. A termination for Good Reason shall be effective on the date the Company receives a Good Reason Final Termination Notice from Executive.

3.4 Termination for Death or Complete Disability. Executive's employment with the Company shall automatically terminate effective upon the date of Executive's Death or Disability (as defined below in Section 3.6.2). In the event of Disability, Executive shall be eligible for benefits under the Company's long-term disability insurance coverage, if any .. All outstanding equity awards shall cease to vest. All vested equity shall be handled in accordance with the applicable incentive plans and award agreements. Any equity awards that are not vested as of Executive's Termination Date will be cancelled immediately.

3.5 Termination Without Good Cause Following Change of Control If at any time during the Term of this Agreement there is a Change in Control of the Company, as defined below in Section 3.6.4, the Company or is successor may elect to terminate Executive's employment by delivery of written notice to Executive. A termination following a Change of Control shall be effective on the date Executive is so informed.

3.6 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

3.6.1 Cause. Cause shall mean the occurrence of any of the following events, as determined by the Board of Directors:

(a) Executive's conviction by, or entry of a plea of guilty or nolo contendere, in a court of competent and final jurisdiction for any crime involving moral turpitude, any felony offense, or which could have a material adverse impact on the business operations or financial or other condition of the Company, or which has resulted in imprisonment;

(b) Executive's breach of any of the terms and conditions of the Confidentiality and Assignment of Inventions Agreement attached hereto as **Exhibit 1** or the IP Assignment Agreement (**Exhibit 2**) and discussed below in Section 4;

(c) Executive's fraud, embezzlement or willful misconduct injurious to the Company;

(d) Executive's continuing repeated, intentional or willful failure or refusal to perform Executive's duties and responsibilities as required by this Agreement, including but without limitation, Executive's inability to perform Executive's duties hereunder as a result of chronic alcoholism or drug addiction and/or as a result of Executive's intentional or willful failure to comply with any laws, rules, or regulations of an governmental entity applicable to Executive's employment by the Company;

(e) Executive's gross misconduct, gross negligence, material violation of any fiduciary duty or duty of loyalty to the Company, or Executive's intentional or willful breach of any material provision of this Agreement;

(f) Executive's intentional commission of any act which could be materially detrimental to Company's business or goodwill or willful act or omission which is materially injurious to the financial condition or business reputation of the Company; or

(g) Executive's failure to fully cooperate in any Company investigation or violation of a Company written policy and/or procedure, including, but not limited to, policies and procedures pertaining to prevention of harassment, discrimination, bullying, abusive conduct, and workplace violence.

3.6.2 Disability. Executive shall be determined to be disabled if, as a result of a physical or mental illness or injury, a physician selected by the Company determines that Executive's incapacity constitutes a disability for purposes of the Company's long-term disability insurance coverage, if any; or in the event the Company does not have a long-term disability policy, "Disability" shall mean any physical or mental disability that prevents or is objectively expected to prevent Executive from substantial performance of Executive's duties, with or without an accommodation. For purposes of this Section, at the Company's request, Executive agrees to make himself available and to cooperate in a reasonable examination by such independent physician. A termination of Executive's employment by the Company for Disability shall be communicated to Executive by written notice, and shall be effective as stated therein.

3.6.3 Good Reason. "*Good Reason*" means the occurrence of any of the following events without Executive's prior written consent:

(a) The assignment to Executive of duties materially inconsistent with his position or a materially adverse alteration in the nature of Executive's duties and/or responsibilities, titles or authority; or

(b) Commencement of any case under Title 11 of the United States Code or any other bankruptcy, reorganization, receivership, custodianship, or similar proceeding under any state or federal law by or against Company and, with respect to any such case or proceeding that is involuntary, such case or proceeding is not dismissed within ninety (90) days of the filing thereof; or

(c) Company's breach of any material terms and conditions of this Agreement.

Notwithstanding the foregoing, Good Reason shall not be deemed to exist unless Executive gives the Company written notice within 30 days after the occurrence of the event which Executive believes constitutes the basis for Good Reason, specifying the particular act or failure to act which Executive believes constitutes the basis for Good Reason. If the Company fails to cure such act or failure to act within 30 days after receipt of such notice, Executive may terminate his employment for Good Reason within ten days of the expiration of such 30 day Company cure period by written notice to the Company (a "*Good Reason Termination Final Notice*").

3.6.4 Change in Control. For purposes of this Agreement, a "Change in Control" shall occur or be deemed to occur upon a merger, acquisition, affiliation or sale of at least 51 % of the Company's assets, but only if 50% or more of the members of the Board of Directors of the resulting organization acquiring at least 51 % of the Company's assets were not members of the Company's Board of Directors immediately prior to such merger, acquisition, affiliation or sale.

3.7 Compensation Upon Termination.

3.7.1 If the Executive's employment is terminated under this Agreement for any of the reasons described in this Section 3, Executive or his estate shall be entitled to receive (a) any accrued but unpaid Base Salary up to the effective date of termination, (b) any benefits under any plans of the Company in which Executive is a participant to the full extent Executive is entitled to receive such benefits at the time of his death or termination of employment, and (c) any unreimbursed business expenses incurred by Executive in connection with his duties hereunder for which Executive is entitled to reimbursement, all to the date of termination. Except as set forth below, Executive shall not be entitled to any other compensation or reimbursement of any kind.

3.7.2 Additionally, in the event of a termination of employment under Section 3.3 above on or after six consecutive months of continuous employment (Executive is not on any type of a leave of absence) from the Effective Date, subject to Executive furnishing to the Company an executed waiver and general release of any and all known and unknown claims, in the form attached hereto as **Exhibit 3** (the "Release") within 60 days following Executive's "separation from service" (as defined under Treasury Regulation Section 1.409A-1 (h) and without regard to any alternate definition thereunder) (a "Separation from Service"), and not revoking the Release as described in therein, then: (a) Executive shall be entitled to continuation of Executive's Base Salary (at the annual Base Salary rate in effect at the time of termination and subject to standard payroll deductions and withholdings) for a period of six months following the termination date (the "Severance Period"); *provided*, *however*, that any payments otherwise scheduled to be made prior to the effective date of the Release (namely, the date it can no longer be revoked) shall accrue and be paid in the first payroll date that follows such effective date with subsequent payments occurring on each subsequent Company payroll date, (b), subject to Executive's timely election to exercise Executive's rights under federal law (29 U.S.C. § 1161 et seq. (commonly known as "COBRA"), the Company shall pay, or reimburse Executive for, the cost of continued participation in the Company's group medical and/or dental plans which cover Executive (and eligible dependents) pursuant to COBRA, but only for the portion of the premiums equal to the portion being paid by the Company for Executive as of immediately prior to the termination date from the date of employment termination through the earliest of (i) the last day of the month which falls six months from the effective date of termination, (ii) the date Executive is no longer eligible for COBRA, or (iii) the date that Executive first becomes eligible for comparable health care or dental care coverage, as applicable, pursuant to the health and dental care plan of a new employer; *provided*, *however*, that any such payments or reimbursements otherwise scheduled to be made prior to the effective date of the Release (namely, the date it can no longer be revoked) shall accrue and be paid in the first payroll date that follows such effective date; (c) a Discretionary Bonus, if any, if the Boo and Compensation Committee in their sole discretion decide to award a Discretionary Bonus; and (d) notwithstanding any provision to the contrary in the Company's Stock Option Plan (or a successor plan) all shares held by the Executive at the time of his termination date that would have vested through the end of the 12-month period following the Executive's termination date shall immediately vest in full and/or become immediately exercisable or payable on the Executive's termination.

Notwithstanding anything to the contrary in this Agreement, if the period during which Executive may sign the Release begins in one calendar year and ends in another, then any severance pay and any COBRA premium payment (collectively "Severance Payment") or reimbursement benefits shall accrue and be paid in the calendar year that follows

such Separation from Service.

The payments required to be made under Section 3.7.2 shall be reduced by the amount of any severance pay due or otherwise paid to Executive pursuant to any severance pay plan of the Company to the extent permissible under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and other guidance issued thereunder and any state law of similar effect (collectively, "Section 409A").

Notwithstanding anything contained in this Agreement to the contrary, the obligation to make the addition payments described in this section shall cease immediately in the event of a breach of the Confidentiality and Assignment of Inventions Agreement (**Exhibit 1**), the IP Assignment Agreement (**Exhibit 2**), as discussed below in Section 4 or the Stock Option Program; provided, that nothing in this Agreement shall be construed to affect Executive's right to receive continuation of group health plan benefits under COBRA to the extent authorized and in accordance with federal law at Executive's own cost.

3.7.3 Additionally, in the event of a termination of employment under Section 3.5 above, within 12 months after a Change in Control, subject to Executive furnishing to the Company an executed waiver and general release of any and all known and unknown claims, in the form attached hereto as **Exhibit 3** (the "Release") within 60 days following Executive's "separation from service" (as defined under Treasury Regulation Section 1.409A-1 (h) and without regard to any alternate definition thereunder) (a "Separation from Service"), and not revoking the Release as described in therein, then: (a) Executive shall be entitled to continuation of Executive's Base Salary (at the annual Base Salary rate in effect at the time of termination and subject to standard payroll deductions and withholdings) for a period of 12 months following the termination date (the "Severance Period"); provided, however, that any payments otherwise scheduled to be made prior to the effective date of the Release (namely, the date it can no longer be revoked) shall accrue and be paid in the first payroll date that follows such effective date with subsequent payments occurring on each subsequent Company payroll date, (b), subject to Executive's timely election to exercise Executive's rights under federal law (29 U.S.C. § 1161 et seq. (commonly known as "COBRA"), the Company shall pay, or reimburse Executive for, the cost of continued participation in the Company's group medical and/or dental plans which cover Executive (and eligible dependents) pursuant to COBRA, but only for the portion of the premiums equal to the portion being paid by the Company for Executive as of immediately prior to the termination date from the date of employment termination through the earliest of (i) the last day of the month which falls 12 months from the effective date of termination, (ii) the date Executive is no longer eligible for COBRA, or (iii) the date that Executive first becomes eligible for comparable health care or dental care coverage, as applicable, pursuant to the health and dental care plan of a new employer; *provided*, *however*, that any such payments or reimbursements otherwise scheduled to be made prior to the effective date of the Release (namely, the date it can no longer be revoked) shall accrue and be paid in the first payroll date that follows such effective date; (c) a Discretionary Bonus, if any, if BoD and Compensation Committee in their sole discretion decide to award a Discretionary Bonus; and (d) notwithstanding any provision to the contrary in the Company's Stock Option Plan (or a successor plan) all shares held by the Executive at the time of his termination date shall immediately vest in full and/or become immediately exercisable or payable on the Executive's termination date.

Notwithstanding anything to the contrary in this Agreement, if the period during which Executive may sign the Release begins in one calendar year and ends in another, then any severance pay and any COBRA premium payment (collectively "Severance Payment") or reimbursement benefits shall accrue and be paid in the calendar year that follows such Separation from Service.

The payments required to be made under Section 3.7.3 shall be reduced by the amount of any severance pay due or otherwise paid to Executive pursuant to any severance pay plan of the Company to the extent permissible under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations and other guidance issued thereunder and any state law of similar effect (collectively, "Section 409A").

Notwithstanding anything contained in this Agreement to the contrary, the obligation to make the addition payments described in this section shall cease immediately in the event of a breach of the Confidentiality and Assignment of Inventions Agreement (**Exhibit 1**) or IP Assignment Agreement (**Exhibit 2**), as discussed below in Section 4 or the Stock Option Program; provided, that nothing in this Agreement shall be construed to affect Executive's right to receive continuation of group health plan benefits under COBRA to the extent authorized and in accordance with federal law at Executive's own cost.

3.8 Application of Internal Revenue Code Section 409A. Notwithstanding anything to the contrary set forth herein, any payments and benefits provided under this Agreement (the "*Benefits*") that constitute "deferred compensation" within the meaning of Section 409A shall not commence in connection with Executive's termination of employment unless and until Executive has also incurred a Separation from Service, unless the Company reasonably determines that such amounts may be provided to Executive without causing Executive to incur the additional 20% tax under Section 409A. It is intended that each installment of the Benefits payments provided for in this Agreement is a separate "payment" for purposes of Treasury Regulation Section 1.409A-2(b)(2)(i). For the avoidance of doubt, it is intended that the Benefits payments set forth in this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Section 409A provided under Treasury Regulation Sections 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9). However, if the Company (or, if applicable, the successor entity thereto) determines that the Benefits constitute "deferred compensation" under Section 409A and Executive is, on the termination of service, a "specified employee" of the Company or any successor entity thereto, as such term is defined in Section 409A(a)(2)(B)(i) of the Code, then, solely to the extent necessary to avoid the incurrence of the adverse personal tax consequences under Section 409A, the timing of the Benefits payments shall be delayed until the earlier to occur of: (i) the date that is six months and one day after Executive's Separation from Service, or (ii) the date of Executive's death (such applicable date, the "*Specified Employee Initial Payment Date*"), the Company (or the successor entity thereto, as applicable) shall (A) pay to Executive a lump sum amount equal to the sum of the Benefits payments that Executive would otherwise have received through the Specified Employee Initial Payment Date if the commencement of the payment of the Benefits had not been so delayed pursuant to this Section and (B) commence paying the balance of the Benefits in accordance with the applicable payment schedules set forth in this Agreement. While it is intended that all payments and benefits provided under this Agreement or otherwise to Executive will be exempt from or comply with Section 409A, the Company makes no representation or covenant to ensure that any such payments or benefits are exempt from or compliant with Section 409A. The Company will have no liability to Executive or any other party if a payment or benefit under this Agreement is challenged by any taxing authority or is ultimately determined not to be exempt or compliant. Executive further understands and agrees that Executive will be entirely responsible for any and all taxes on any payments and benefits provided to Executive as a result of this Agreement. All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A to the extent that such reimbursements or in-kind benefits are subject to Section 409A, including, where applicable, the requirements that (i) any reimbursement is for expenses incurred during Executive's lifetime (or during a shorter period of time specified in this Agreement), (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year, (iii) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred and (iv) the right to reimbursement is not subject to set off or liquidation or exchange for any other benefit.

3.9 No Further Obligations. Except as set forth above, the Company shall have no further obligations to Executive under this Agreement, except as otherwise provided by law or under any benefit plan then in effect in which Executive participates and then only in accordance with such benefit plan.

3.10 Return of Property. Upon termination of employment for any reason, Executive shall immediately return to the Company without condition all files, records, keys, and other property of the Company.

4. CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENTS

The Executive acknowledges, understands, and agrees that the Executive's employment with the Company is subject to and conditioned upon the Executive's execution of the Confidentiality and Assignment of Inventions Agreement, attached hereto as **Exhibit 1** and the IP Assignment Agreement, attached hereto as **Exhibit 2**, the terms of which are incorporated herein by reference. The Executive also acknowledges, understands, and agrees that the terms and conditions of these two agreements shall survive the termination of this Agreement.

5. DISPUTE RESOLUTION.

5.1 Arbitration. Any and all disputes, claims or controversies ("Claims") arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity hereof, or the Executive's employment or its termination, that the Company may have against Executive or that Executive may have against (a) the Company (b) its officers, directors, shareholders, employees or agents, (c) the Company's affiliated entities, and/or (d) all successors past, present or future, and assigns of any of them, shall be resolved by binding arbitration as set forth herein.

The Claims to be arbitrated include, but are not limited to: claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims for unlawful discrimination or unlawful harassment (including, but not limited to, race, sex, sexual orientation, religion, national origin, age, marital status, physical or mental disability or handicap, or medical condition, pregnancy or pregnancy related condition, or any other condition against which discrimination is unlawful under federal, state, or local law, ordinance, or regulation); claims for benefits (except claims under an executive benefit or pension plan that either specifies that its claims procedure shall culminate in an arbitration procedure different from this one, or is underwritten by a commercial insurer which decides claims); and claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance. Nothing in this Agreement shall be construed as precluding the Executive from filing a: (i) claim for workers' compensation or unemployment compensation benefits; and (ii) claim with the Equal Employment Opportunity Commission, or similar fair employment practices agency in New York, or an administrative charge within the jurisdiction of the National Labor Relations Board, or the New York Labor Department; however, any such administrative claim that cannot be resolved administratively through such an agency shall be subject to this Agreement.

Except as otherwise provided herein, arbitration shall be governed by and proceed in accordance with and be subject to the provisions of the Federal Arbitration Act ("FAA"). However, to the extent that the FAA is inapplicable or held not to require arbitration of a particular Claim or Claims, the New York Arbitration Act (NY CLS CPLR §§ 7501, et seq.) or any successor or replacement statute(s), shall apply.

Except as otherwise provided herein, the arbitration shall be commenced and conducted in accordance with the Employment Arbitration Rules & Mediation Procedures of JAMS as in effect at the time of commencement of the Arbitration ("JAMS Rules") https://www.jamsadr.com/rules-employment-arbitration/english. Any arbitration shall be held in New York City, New York. The exact time and location of the arbitration proceeding will be determined by the arbitrator. The parties shall jointly select one arbitrator from the JAMS panel of arbitrators who shall be either a retired judge or an attorney who is experienced in the area of dispute.

Any demand for arbitration shall be in writing and must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based upon such claim, dispute or other matter would be barred by the applicable statute of limitations.

The arbitrator shall apply the law of the state of New York or federal law, or both, as applicable to the issues asserted and shall be without jurisdiction to apply any different substantive law. The arbitrator shall hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person, as the arbitrator deems advisable. The arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under New York law. The arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets or other sensitive information.

Although conformity to legal rules of evidence shall not be necessary, the arbitrator shall determine the admissibility, relevance, and materiality of the evidence offered and may exclude evidence deemed by the arbitrator to be cumulative or irrelevant, and shall take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client.

The arbitrator shall render an award and a written opinion, which will consist of a written statement signed by the arbitrator regarding the disposition of each Claim and the relief, if any, as to each Claim and also contain a concise written statement of the reasons for the award, stating the essential findings and conclusions of law upon which the award is based, no later than thirty days from the date the arbitration hearing concludes or the post hearing briefs (if requested) are received, whichever is later. The award of the arbitrator, which may include equitable relief, shall be final and binding upon the parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Either party may bring an action in any court of competent jurisdiction to compel arbitration and to enforce an arbitration award.

5.2 Mediation. The Parties agree that any and all Claims subject to arbitration as described in Section 5.1 of this Agreement, shall be first submitted to JAMS, or its successor, for mediation in New York City, New York, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the arbitration clause set forth in Section 5.1 above. Either Party may commence mediation by providing to JAMS and the other Party a written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings as soon as possible. The Parties covenant that they will participate in the mediation in good faith. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either Party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session. The mediation may continue after the commencement of arbitration if the Parties so desire. Unless otherwise agreed by the Parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid l:Sy the Party against whom enforcement is ordered.

5.3 Mediation and arbitration Costs. The Party initiating the mediation and arbitration will be responsible for paying the initial filing fees with JAMS. The fees of the arbitrator and costs of the mediation and arbitration (except the initial filing fee) shall be borne equally by the Parties. Each Party shall pay for its own costs and attorneys' fees, if any.

5.4 Exclusive Remedy. Except as set forth in Section 5.5 below, the Parties understand and agree that the mediation and arbitration provisions of this Agreement shall provide each Party with its/his exclusive remedy with respect to this Agreement, and each Party expressly waives any right it might have to seek redress in any other forum, except as otherwise expressly provided in this Agreement. By electing arbitration as the means for final settlement of all claims, the Parties hereby waive their respective rights to, and agree not to, sue each other in any action in a federal, state or local court with respect to such claims, but may seek to enforce in court an arbitration award rendered

pursuant to this Agreement. The Parties specifically agree to waive their respective rights to a trial by jury, and further agree that no demand, request or motion will be made for trial by jury.

5.5 Equitable Relief. Notwithstanding the above, either Party may file a request with a court of competent jurisdiction for equitable relief and expedited discovery, including but not limited to injunctive relief, pending resolution of any Claim through the arbitration procedure set forth herein; provided, however, in such cases the merits of the Claims will be decided by the Arbitrator, who will have the same ability to order legal or equitable remedies as a court of general jurisdiction.

6. OTHER TERMS AND CONDITIONS.

6.2 Entire Agreement; Modification. This Agreement, the Stock Option Program, and attached Confidentiality and Assignment of Inventions Agreement and IP Agreement set forth the entire understanding and agreement of the Parties with respect to the subject matter hereof and thereof, supersede all existing agreements, arrangements or understandings, whether oral or written, between them concerning such subject matter, and may be modified only by a written instrument duly executed by each party.

6.3 Assignment. This Agreement and all rights hereunder are personal to the Executive and may not be assigned by Executive, nor may any of Executive's duties hereunder be delegated at any time. The Company may assign its rights, together with its obligations hereunder, to any parent, subsidiary, affiliate or successor, or in connection with any sale, transfer or other disposition of all or substantially all of its business and assets; provided, however, that any such assignee expressly assumes the Company's obligations hereunder. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.

6.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of New York without regard to principles of conflicts of law.

6.5 Survival. The covenants, agreements, representations and warranties contained in Sections 1.5 and 1.6 or made by Executive in Sections 4, 5, and 6 hereof shall survive the termination of this Agreement and Executive's employment with the Company.

6.6 Third Party Beneficiaries. Except as expressly provided herein with respect to successors and assigns of the parties, this Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity not a party to this Agreement.

6.7 Waiver. The failure of either Party hereto at any time to enforce performance by the other Party of any provision of this Agreement shall in no way affect such Party's rights thereafter to enforce the same, nor shall the waiver by either Party of any breach of any provision hereof be deemed to be a waiver by such party of any other breach of the same or any other provision hereof.

6.8 Section Headings. The headings of the several sections in this Agreement are inserted solely for the convenience of the Parties and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

6.9 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery, (b) on the third day following deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, or (c) on the next day following deposit with a nationally recognized courier service such as Federal Express) for overnight delivery, addressed to the other Party hereto at such Party's address hereinafter shown below or at such other address as such party may designate by written notice to the other party hereto:

To Executive at:	Diwakar Choubey 260 5th Ave Penthouse New York, New York 10001
To Company at:	MoneyLion 30 West 21st Street, 9th Floor, New York City, New York 10010 Attn: The Board of Directors
With a copy to:	Nossaman LLP 18101 Von Karman Avenue, 18th Floor Irvine, CA 92612 Attn: Veronica M. Gray

6.10 Severability. In the event any one or more of the terms, conditions or provisions contained in this Agreement should be found in a final award or judgment to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms, conditions and provisions contained herein shall not in any way be affected or impaired thereby, and this Agreement shall be interpreted and construed as if such term, condition or provision, to the extent the same shall have been held invalid, illegal or unenforceable, bad never been contained herein, provided that such interpretation and construction is consistent with the intent of the parties as expressed in this Agreement. If any term, condition or provision contained in this Agreement shall be determined under applicable law to be overly broad in duration, geographical coverage or substantive scope, such term, condition or provision shall be deemed narrowed to the broadest terms permitted by applicable law.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

EXECUTIVE ACKNOWLEDGES THAT HE HAS CAREFULLY READ THIS AGREEMENT, THAT SHE UNDERSTAND ITS TERMS, THAT ALL UNDERSTANDINGS AND AGREEMENTS BETWEEN COMPANY AND EXECUTIVE RELATING TO THE SUBJECTS COVERED IN THE AGREEMENT ARE CONTAINED IN IT, AND THAT EXECUTIVE HAS ENTERED INTO THE AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY COMPANY OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF.

EXECUTIVE UNDERSTANDS THAT BY SIGNING THIS AGREEMENT EXECUTIVE IS GIVING UP ANY RIGHT TO A JURY TRIAL.

Executive initials: /s/ DC

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

COMPANY: MoneyLion Inc.

By: /s/ Diwakar Choubey as President & CEO
The Board of Directors

EXECUTIVE: /s/ Diwakar Choubey
Diwakar Choubey

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into as of November 19, 2019 by and between MoneyLion Inc., a Delaware corporation, with its principal place of business at 30 West 21st Street, 9th Floor, New York City, New York, and Richard Correia ("Executive"). Company and Executive shall sometimes be referred to individually as the "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Company desires to retain Executive as an employee to provide services to the Company, and wishes to provide Executive with certain compensation and benefits in return for Executive's services;

WHEREAS, Executive desires to be employed by the Company and provide such services to the Company as an Executive in return for certain compensation and benefits;

WHEREAS, this Agreement amends, restates, supersedes and otherwise replaces any existing employment agreement, whether written or oral, currently in existence between the Company and Executive, and provides benefits to Executive that Executive is not currently, and would not otherwise be, entitled to without this Agreement; and

WHEREAS, the Company and Executive wish to set forth in this Agreement the terms and conditions under which Executive will be employed by Company.

TERMS

NOW, THEREFORE, incorporating herein by reference the foregoing Recitals and in consideration of Executive's employment with Company and of the mutual covenants and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. EMPLOYMENT.

The Company hereby agrees to employ Executive, and Executive hereby accepts such employment, on the terms and conditions set forth herein.

1.1 Term. This Agreement is effective on and from November 19, 2019 (the "Effective Date") and will continue for an initial period of two years (the "Initial Term"). Thereafter, this Agreement will automatically renew upon the same terms and conditions set forth below for successive one year terms (the "Term") unless either Party provides three months' prior notice to the other Party of intent not to renew the Agreement.

1.2 Position and Duties. Executive shall be employed in the position of Chief Financial Officer of the Company ("CFO"). Executive shall report directly to the Chief Executive Officer ("CEO"), and shall have the duties and responsibilities commensurate with such position and such other duties and responsibilities not inconsistent with the performance of his duties as CFO and as the CEO shall direct.

The services to be rendered by Executive shall include such services as are customarily rendered by persons engaged in the same capacity or in a similar capacity in the Company's industry, pursuant to the terms and conditions set forth in this Agreement. Executive acknowledges and agrees that in Executive's capacity as an officer of the Company, Executive owes fiduciary duties to the Company and any of their affiliated companies in accordance with applicable law.

1.3 Exclusive Services. During the Term, Executive will devote substantially his full business time and attention to the performance of his duties for the Company and will not engage in any other business activity (whether for compensation or otherwise) without the prior written consent of the CEO. Notwithstanding anything herein to the contrary, this Agreement shall not be interpreted to prohibit the Executive from serving in charitable and civic positions or on corporate boards and committees of for-profit companies, in each case with the prior written consent of the Chief Executive Officer, which consent shall not be unreasonably withheld if those activities do not materially interfere with the services required under this Agreement.

1.4 Executive's Principal Place of Employment. The location of the Executive's principal place of employment shall be at the Company's headquarters in New York City, New York. In addition, Executive shall be expected to travel to other locations where the Company does business.

1.5 Executive's Representations. With respect to performing the services, Executive represents and warrants that he has no rights, duties or obligations and is not subject to any restrictions under any prior agreement with any previous employer or other person or entity which prohibits him from performing the services called for hereunder. Executive also represents and warrants to the Company that the execution of this Agreement by Executive and his employment by the Company and the performance of his duties hereunder do not and will not violate or constitute a breach of any agreement, including any non-competition agreement, invention or secrecy agreement, with any previous employer or any other person or entity, and will not violate any injunction or other equitable order entered against his. Executive further represents that he is not currently a party to any lawsuit, administrative proceeding, arbitration or other legal dispute with any previous employer or any other person or entity, and if he has been a party to a lawsuit, administrative proceeding, arbitration or other legal dispute with any previous employer or any other person, he has provided the Company with copies of any judgments or orders entered in connection therewith. Executive agrees to promptly notify the Company immediately if any such conflicts occur in the future.

Executive further specifically represents to the Company that he has not brought to (and will not bring to) the Company, nor does he use any materials or documents (whether or not of a confidential nature) of any previous employer or other person or entity. The provisions of this section shall survive the termination of Executive's employment with the Company.

1.6 Executive Indemnification. Executive agrees to indemnify, defend and hold harmless the Company and its successors and assigns from and against any claims, demands and causes of action made against the Company and any liability, judgments, deficiencies, damages, costs and expenses (including without limitation costs of suit, reasonable attorneys' fees, consulting fees and experts' fees) incurred or suffered by the Company referring or relating to: (a) Executive's prior employment(s); (b) alleged use or use by Executive of another's confidential information; (c) any duties or any obligations owed by Executive to any prior employers; (d) any alleged or actual breach by Executive of any agreements relating to confidential information; or (e) any breach of or failure by Executive to perform any warranties, covenants or agreements contained in this Agreement. The provisions of this section for indemnity shall survive the termination of Executive's employment with the Company.

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2. COMPENSATION AND BENEFITS.

2.1 Salary. The Company shall pay Executive as compensation for his services hereunder a base salary at the annualized rate of $385,000 (the "Base Salary"), less applicable withholdings, which amount shall be paid in accordance with the Company's regular payroll practices. Executive's Base Salary shall be reviewed periodically and may be increased by an amount determined by the Company, in its sole and absolute discretion. Notwithstanding the foregoing, the Company may reduce Executive's salary if it is part of a management-wide reduction in salaries in which Executive's salary is not reduced a disproportionately greater percentage.

2.2 Incentive Stock Options. Subject to the approval of the Compensation Committee of the Company's Board of Directors, Executive will be awarded Incentive Stock Options (ISOs) on a discretionary basis. The details of the ISOs will follow in a separate document.

2.3 Discretionary Bonus. With respect to each fiscal year during the Term, beginning in the 2019 fiscal year, which ends on December 31, 2019, Executive will be eligible to earn a discretionary bonus ("Discretionary Bonus"). In all instances, following the close of each fiscal year, the actual amount of the Discretionary Bonus, if any, shall be determined by the CEO and Compensation Committee, in their sole and absolute discretion, and may be based on, among other things, the portion of the fiscal year falling in the Term, Executive's overall performance, and the performance of the Company. No Discretionary Bonus shall be earned until the CEO and Compensation Committee determine the amount thereof, if any, and communicates the same in writing to Executive. No amount of the Discretionary Bonus is guaranteed and Executive must be an employee of the Company in good standing on the Discretionary Bonus payment date to be eligible to receive a Discretionary Bonus and only absent an issue of solvency and/or a material adverse effect on the U.S. business; e.g. a material regulatory compliance breach/material customer data breach/material brand impact, or similar event.

Notwithstanding the foregoing, per Section 3.8.3 in the event Executive is terminated without Cause or terminates for Good Reason (as those terms are defined below), or per Section 3.8.4 in the event Executive is terminated due to a Change in Control (as that term is defined below), prior to the payment date of the Discretionary Bonus, Executive will still be eligible to earn the Discretionary Bonus, if any.

Executive shall not receive any Discretionary Bonus: (a) for any fiscal year in which Executive does not work for the Company, regardless of the reason(s) for Executive's termination; (b) if Executive is terminated for Cause; (c) if Executive terminates without Good Reason; or (d) because of Executive's death, as those terms are defined or referenced in this Agreement.

2.4 Benefit Plans. Executive shall be eligible for Company benefits in accordance with Company policy.

3. TERMINATION OF EMPLOYMENT.

The Parties acknowledge that Executive's employment relationship with the Company is at-will, subject to the following terms and conditions.

3.1 Termination By The Company For Cause. Notwithstanding any other provision of this Agreement, Executive's employment under this Agreement may be terminated at any time by the Company for Cause (as defined below in Section 3.7.1) by delivery of written notice to Executive. Any such notice of termination shall effect termination as of the date the written notice is delivered, or as of such later date as specified in the notice. All outstanding equity awards shall cease to vest.

3.2 Resignation by Executive. Notwithstanding any other provision of this Agreement, Executive may resign from his employment under this Agreement without Good Reason by delivery of written notice to the Company. Any such notice of resignation shall effect termination three months after Executive gives written notice to the Company of Executive's resignation; provided that the Company may set a termination date at any time between the date of notice and the stated effective date of resignation, in which case Executive's resignation shall be effective as of, and the date of termination of employment shall be, the date determined by the Company. For avoidance of doubt, in the event that the Company so shortens the time period between the date Executive gives written notice of Executive's resignation and the effective date of Executive's resignation, this shall not be construed as a termination by the Company without Cause. All vested equity shall be handled in accordance with the applicable incentive plans and award agreements.

3.3 Termination by the Company without Cause or Resignation by Executive for Good Reason Notwithstanding any other provision of this Agreement, Executive's employment under this Agreement may be terminated either (i) by the Company without Cause (other than in Connection with a Change of Control) by delivery of written notice to Executive or (ii) by Executive for Good Reason, as defined below in Section 3.7.3, at any time. A termination without Cause shall be effective on the date Executive is so informed, or as otherwise specified by the Company. A Resignation for Good Reason shall be effective 30 days from the date the Company receives a Resignation from Executive.

3.4 Termination for Death or Complete Disability. Executive's employment with the Company shall automatically terminate effective upon the date of Executive's Death or Disability (as defined below in Section 3.7.2). In the event of Disability, Executive shall be eligible for benefits under the Company's long-term disability insurance coverage, if any. All outstanding equity awards shall cease to vest. All vested equity shall be handled in accordance with the applicable incentive plans and award agreements. Any equity awards that are not vested as of Executive's Termination Date will be cancelled immediately.

3.5 Termination Without Cause Following Change of Control. If at any time during the Term of this Agreement there is a Change in Control of the Company, as defined below in Section 3.7.4, the Company or its successor may elect to terminate Executive's employment by delivery of written notice to Executive. A termination following a Change of Control shall be effective on the date Executive is so informed.

3.6 Nonrenewal of this Agreement. If the Company provides written notice of nonrenewal of this Agreement in accordance with Section 3 herein, the Executive's termination of employment in connection with this nonrenewal shall be deemed to be a termination of the Executive's employment by the Company without Cause and the Executive shall be eligible for the payments and severance benefits set forth in Section 3.8 herein.

3.7 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

3.7.1 Cause. Cause shall mean the occurrence of any of the following events, as determined by the Board of Directors:

(a) conviction by, or entry of a plea of guilty or nolo contendere, in a court of competent and final jurisdiction for any crime involving moral turpitude, any felony offense, or which could have a material adverse impact on the business operations or financial or other condition of the Company, or which has resulted in imprisonment;

(b) Executive's breach of any of the terms and conditions of the Confidentiality and Assignment of Inventions Agreement attached hereto as **Exhibit 1** or the IP Assignment Agreement (**Exhibit 2**) and discussed below in Section 4;

(c) Executive's fraud, embezzlement or willful misconduct injurious to the Company;

(d) Executive's continuing repeated, intentional or willful failure or refusal to perform Executive's duties and responsibilities as required by this Agreement, including but without limitation, Executive's inability to perform Executive's duties hereunder as a result of chronic alcoholism or drug addiction and/or as a result of Executive's intentional or willful failure to comply with any laws, rules, or regulations of an governmental entity applicable to Executive's employment by the Company;

(e) Executive's gross misconduct, gross negligence, material violation of any fiduciary duty or duty of loyalty to the Company, or Executive's intentional or willful breach of any material provision of this Agreement;

(f) Executive's intentional commission of any act which could be materially detrimental to Company's business or goodwill or willful act or omission which is materially injurious to the financial condition or business reputation of the Company; or

(g) Executive's failure to fully cooperate in any Company investigation or violation of a Company written policy and/or procedure, including, but not limited to, policies and procedures pertaining to prevention of harassment, discrimination, bullying, abusive conduct, and workplace violence.

3.7.2 Disability. Executive shall be determined to be disabled if, as a result of a physical or mental illness or injury, a physician selected by the Company determines that Executive's incapacity constitutes a disability for purposes of the Company's long-term disability insurance coverage, if any; or in the event the Company does not have a long-term disability policy, "Disability"' shall mean any physical or mental disability that prevents or is objectively expected to prevent Executive from substantial performance of Executive's duties, with or without an accommodation. For purposes of this Section, at the Company's request, Executive agrees to make himself available and to cooperate in a reasonable examination by such independent physician. A termination of Executive's employment by the Company for Disability shall be communicated to Executive by written notice, and shall be effective as stated therein.

3.7.3 Good Reason. "*Good Reason*" means the occurrence of any of the following events without Executive's prior written consent:

1. The assignment to Executive of duties materially inconsistent with his position or a materially adverse alteration in the nature of Executive's duties and/or responsibilities, titles or authority; or

2. Commencement of any case under Title 11 of the United States Code or any other bankruptcy, reorganization, receivership, custodianship, or similar proceeding under any state or federal law by or against Company and, with respect to any such case or proceeding that is involuntary, such case or proceeding is not dismissed within ninety (90) days of the filing thereof; or

3. Company's breach of any material terms and conditions of this Agreement.

Notwithstanding the foregoing, Good Reason shall not be deemed to exist unless Executive gives the Company written notice within 30 days after the occurrence of the event which Executive believes constitutes the basis for Good Reason, specifying the particular act or failure to act which Executive believes constitutes the basis for Good Reason. If the Company fails to cure such act or failure to act within 30 days after receipt of such notice, Executive may terminate his employment for Good Reason within ten days of the expiration of such 30 day Company cure period by written notice to the Company (a "*Good Reason Termination Final Notice*").

3.7.4 Change in Control. For purposes of this Agreement, a "Change in Control" shall occur or be deemed to occur upon a merger, acquisition, affiliation or sale of at least 51% of the Company's assets, but only if 50% or more of the members of the Board of Directors of the resulting organization acquiring at least 51% of the Company's assets were not members of the Company's Board of Directors immediately prior to such merger, acquisition, affiliation or sale.

3.8 Compensation Upon Termination.

3.8.1 If the Executive's employment is terminated under this Agreement for any of the reasons described in this Section 3, Executive or his estate shall be entitled to receive (a) any accrued but unpaid Base Salary up to the effective date of termination, (b) any benefits under any plans of the Company in which Executive is a participant to the full extent Executive is entitled to receive such benefits at the time of his death or termination of employment, and (c) any unreimbursed business expenses incurred by Executive in connection with his duties hereunder for which Executive is entitled to reimbursement, all to the date of termination. Except as set forth below, Executive shall not be entitled to any other compensation or reimbursement of any kind.

3.8.2 Additionally, in the event of a termination of employment under Section 3.3 above on or after six consecutive months of continuous employment (Executive is not on any type of a leave of absence) from the Effective Date, subject to Executive furnishing to the Company an executed waiver and general release of any and all known and unknown claims, in the form attached hereto as **Exhibit 3** (the "Release") within 60 days following Executive's "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h) and without regard to any alternate definition thereunder) (a "Separation from Service"), and not revoking the Release as described in therein, then: (a) Executive shall be entitled to continuation of Executive's Base Salary (at the annual Base Salary rate in effect at the time of termination and subject to standard payroll deductions and withholdings) for a period of six months following the termination date (the "Severance Period"); *provided*, *however*, that any payments otherwise scheduled to be made prior to the effective date of the Release (namely, the date it can no longer be revoked) shall accrue and be paid in the first payroll date that follows such effective date with subsequent payments occurring on each subsequent Company payroll date, (b), subject to Executive's timely election to exercise Executive's rights under federal law (29 U.S.C. § 1161 et seq. (commonly known as "COBRA"), the Company shall pay, or reimburse Executive for, the cost of continued participation in the Company's group medical and/or dental plans which cover Executive (and eligible dependents) pursuant to COBRA, but only for the portion of the premiums equal to the portion being paid by the Company for Executive as of immediately prior to the termination date from the date of employment termination through the earliest of (i) the last day of the month which falls six months from the effective date of termination, (ii) the date Executive is no longer eligible for COBRA, or (iii) the date that Executive first becomes eligible for comparable health care or dental care coverage, as applicable, pursuant to the health and dental care plan of a new employer; *provided*, *however*, that any such payments or reimbursements otherwise scheduled to be made prior to the effective date of the Release (namely, the date it can no longer be revoked) shall accrue and be paid in the first payroll date that follows such effective date; (c) a Discretionary Bonus, if any, if the CEO and Compensation Committee in their sole discretion decide to award a Discretionary Bonus; and (d) notwithstanding any provision to the contrary in the Company's Stock Option Plan (or a successor plan) all shares held by the Executive at the time of his termination date that would have vested through the end of the 12-month period following the Executive's termination date shall immediately vest in full and/or become immediately exercisable or payable on the Executive's termination.

Notwithstanding anything to the contrary in this Agreement, if the period during which Executive may sign the Release begins in one calendar year and ends in another, then any severance pay and any COBRA premium payment (collectively "Severance Payment") or reimbursement benefits shall accrue and be paid in the calendar year that follows such Separation from Service.

The payments required to be made under Section 3.8.2 shall be reduced by the amount of any severance pay due or otherwise paid to Executive pursuant to any severance pay plan of the Company to the extent permissible under Section 409A of the Internal Revenue Code of 1986, as amended (the "*Code*"), and the regulations and other guidance issued thereunder and any state law of similar effect (collectively, "Section 409A").

Notwithstanding anything contained in this Agreement to the contrary, the obligation to make the addition payments described in this section shall cease immediately in the event of a breach of the Confidentiality and Assignment of Inventions Agreement (**Exhibit 1**), the IP Assignment Agreement (**Exhibit 2**), as discussed below in Section 4 or the Stock Option Program; provided, that nothing in this Agreement shall be construed to affect Executive's right to receive continuation of group health plan benefits under COBRA to the extent authorized and in accordance with federal law at Executive's own cost.

3.8.3 Additionally, in the event of a termination of employment under Section 3.5 above, within 12 months after a Change in Control, subject to Executive furnishing to the Company an executed waiver and general release of any and all known and unknown claims, in the form attached hereto as **Exhibit 3** (the "Release") within 60 days following Executive's "separation from service" (as defined under Treasury Regulation Section 1.409A-1(h) and without regard to any alternate definition thereunder) (a "Separation from Service"), and not revoking the Release as described in therein, then: (a) Executive shall be entitled to continuation of Executive's Base Salary (at the annual Base Salary rate in effect at the time of termination and subject to standard payroll deductions and withholdings) for a period of 12 months following the termination date (the "Severance Period"); *provided*, *however*, that ,any payments otherwise scheduled to be made prior to the effective date of the Release (namely, the date it can no longer be revoked) shall accrue and be paid in the first payroll date that follows such effective date with subsequent payments occurring on each subsequent Company payroll date, (b), subject to Executive's timely election to exercise Executive's rights under federal law (29 U.S.C. § 1161 et seq. (commonly known as "COBRA"), the Company shall pay, or reimburse Executive for, the cost of continued participation in the Company's group medical and/or dental plans which cover Executive (and eligible dependents) pursuant to COBRA, but only for the portion of the premiums equal to the portion being paid by the Company for Executive as of immediately prior to the termination date from the date of employment termination through the earliest of (i) the last day of the month which falls 12 months from the effective date of termination, (ii) the date Executive is no longer eligible for COBRA, or (iii) the date that Executive first becomes eligible for comparable health care or dental care coverage, as applicable, pursuant to the health and dental care plan of a new employer; *provided*, *however*, that any such payments or reimbursements otherwise scheduled to be made prior to the effective date of the Release (namely, the date it can no longer be revoked) shall accrue and be paid in the first payroll date that follows such effective date; (c) a Discretionary Bonus, if any, if CEO and Compensation Committee in their sole discretion decide to award a Discretionary Bonus; and (d) notwithstanding any provision to the contrary in the Company's Stock Option Plan (or a successor plan) all shares held by the Executive at the time of his termination date shall immediately vest in full and/or become immediately exercisable or payable on the Executive's termination date.

Notwithstanding anything to the contrary in this Agreement, if the period during which Executive may sign the Release begins in one calendar year and ends in another, then any severance pay and any COBRA premium payment (collectively "Severance Payment") or reimbursement benefits shall accrue and be paid in the calendar year that follows such Separation from Service.

The payments required to be made under Section 3.8.3 shall be reduced by the amount of any severance pay due or otherwise paid to Executive pursuant to any severance pay plan of the Company to the extent permissible under Section 409A of the Internal Revenue Code of 1986, as amended (the "*Code*"), and the regulations and other guidance issued thereunder and any state law of similar effect (collectively, "Section 409A").

Notwithstanding anything contained in this Agreement to the contrary, the obligation to make the addition payments described in this section shall cease immediately in the event of a breach of the Confidentiality and Assignment of Inventions Agreement (**Exhibit 1**) or IP Assignment Agreement (**Exhibit 2**), as discussed below in Section 4 or the Stock Option Program; provided, that nothing in this Agreement shall be construed to affect Executive's right to receive continuation of group health plan benefits under COBRA to the extent authorized and in accordance with federal law at Executive's own cost.

3.9 Application of Internal Revenue Code Section 409A. Notwithstanding anything to the contrary set forth herein, any payments and benefits provided under this Agreement (the "*Benefits*") that constitute "deferred compensation" within the meaning of Section 409A shall not commence in connection with Executive's termination of employment unless and until Executive has also incurred a Separation from Service, unless the Company reasonably determines that such amounts may be provided to Executive without causing Executive to incur the additional 20% tax under Section 409A. It is intended that each installment of the Benefits payments provided for in this Agreement is a separate "payment" for purposes of Treasury Regulation Section 1.409A-2(b)(2)(i). For the avoidance of doubt, it is intended that the Benefits payments set forth in this Agreement satisfy, to the greatest extent possible, the exemptions from the application of Section 409A provided under Treasury Regulation Sections 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9). However, if the Company (or, if applicable, the successor entity thereto) determines that the Benefits constitute "deferred compensation" under Section 409A and Executive is, on the termination of service, a "specified employee" of the Company or any successor entity thereto, as such term is defined in Section 409A(a)(2)(B)(i) of the Code, then, solely to the extent necessary to avoid the incurrence of the adverse personal tax consequences under Section 409A, the timing of the Benefits payments shall be delayed until the earlier to occur of: (i) the date that is six months and one day after Executive's Separation from Service, or (ii) the date of Executive's death (such applicable date, the "*Specified Employee Initial Payment Date*"), the Company (or the successor entity thereto, as applicable) shall (A) pay to Executive a lump sum amount equal to the sum of the Benefits payments that Executive would otherwise have received through the Specified Employee Initial Payment Date if the commencement of the payment of the Benefits had not been so delayed pursuant to this Section and (B) commence paying the balance of the Benefits in accordance with the applicable payment schedules set forth in this Agreement. While it is intended that all payments and benefits provided under this Agreement or otherwise to Executive will be exempt from or comply with Section 409A, the Company makes no representation or covenant to ensure that any such payments or benefits are exempt from or compliant with Section 409A. The Company will have no liability to Executive or any other party if a payment or benefit under this Agreement is challenged by any taxing authority or is ultimately determined not to be exempt or compliant. Executive further understands and agrees that Executive will be entirely responsible for any and all taxes on any payments and benefits provided to Executive as a result of this Agreement. All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of Section 409A to the extent that such reimbursements or in-kind benefits are subject to Section 409A, including, where applicable, the requirements that (i) any reimbursement is for expenses incurred during Executive's lifetime (or during a shorter period of time specified in this Agreement), (ii) the amount of expenses eligible for reimbursement during a calendar year may not affect the expenses eligible for reimbursement in any other calendar year, (iii) the reimbursement of an eligible expense will be made on or before the last day of the calendar year following the year in which the expense is incurred and (iv) the right to reimbursement is not subject to set off or liquidation or exchange for any other benefit.

3.10 No Further Obligations. Except as set forth above, the Company shall have no further obligations to Executive under this Agreement, except as otherwise provided by law or under any benefit plan then in effect in which Executive participates and then only in accordance with such benefit plan.

3.11 Return of Property. Upon termination of employment for any reason, Executive shall immediately return to the Company without condition all files, records, keys, and other property of the Company.

4. CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENTS

The Executive acknowledges, understands, and agrees that the Executive's employment with the Company is subject to and conditioned upon the Executive's

execution of the Confidentiality and Assignment of Inventions Agreement, attached hereto as **Exhibit 1** and the IP Assignment Agreement, attached hereto as **Exhibit 2**, the terms of which are incorporated herein by reference. The Executive also acknowledges, understands, and agrees that the terms and conditions of these two agreements shall survive the termination of this Agreement.

5. DISPUTE RESOLUTION.

5.1 Arbitration. Any and all disputes, claims or controversies ("Claims") arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity hereof, or the Executive's employment or its termination, that the Company may have against Executive or that Executive may have against (a) the Company (b) its officers, directors, shareholders, employees or agents, (c) the Company's affiliated entities, and/or (d) all successors past, present or future, and assigns of any of them, shall be resolved by binding arbitration as set forth herein.

The Claims to be arbitrated include, but are not limited to: claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims for unlawful discrimination or unlawful harassment (including, but not limited to, race, sex, sexual orientation, religion, national origin, age, marital status, physical or mental disability or handicap, or medical condition, pregnancy or pregnancy related condition, or any other condition against which discrimination is unlawful under federal, state, or local law, ordinance, or regulation); claims for benefits (except claims under an executive benefit or pension plan that either specifies that its claims procedure shall culminate in an arbitration procedure different from this one, or is underwritten by a commercial insurer which decides claims); and claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance. Nothing in this Agreement shall be construed as precluding the Executive from filing a: (i) claim for workers' compensation or unemployment compensation benefits; and (ii) claim with the Equal Employment Opportunity Commission, or similar fair employment practices agency in New York, or an administrative charge within the jurisdiction of the National Labor Relations Board, or the New York Labor Department; however, any such administrative claim that cannot be resolved administratively through such an agency shall be subject to this Agreement.

Except as otherwise provided herein, arbitration shall be governed by and proceed in accordance with and be subject to the provisions of the Federal Arbitration Act ("FAA"). However, to the extent that the FAA is inapplicable or held not to require arbitration of a particular Claim or Claims, the New York Arbitration Act (NY CLS CPLR §§ 7501, et seq.) or any successor or replacement statute(s), shall apply.

Except as otherwise provided herein, the arbitration shall be commenced and conducted in accordance with the Employment Arbitration Rules & Mediation Procedures of JAMS as in effect at the time of commencement of the Arbitration ("JAMS Rules") https://www.jamsadr.com/rules-employment-arbitration/english. Any arbitration shall be held in New York City, New York. The exact time and location of the arbitration proceeding will be determined by the arbitrator. The parties shall jointly select one arbitrator from the JAMS panel of arbitrators who shall be either a retired judge or an attorney who is experienced in the area of dispute.

Any demand for arbitration shall be in writing and must be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based upon such claim, dispute or other matter would be barred oy the applicable statute of limitations.

The arbitrator shall apply the law of the state of New York or federal law, or both, as applicable to the issues asserted and shall be without jurisdiction to apply any different substantive law. The arbitrator shall hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person, as the arbitrator deems advisable. The arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under New York law. The arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets or other sensitive information.

Although conformity to legal rules of evidence shall not be necessary, the arbitrator shall determine the admissibility, relevance, and materiality of the evidence offered and may exclude evidence deemed by the arbitrator to be cumulative or irrelevant, and shall take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client.

The arbitrator shall render an award and a written opinion, which will consist of a written statement signed by the arbitrator regarding the disposition of each Claim and the relief, if any, as to each Claim and also contain a concise written statement of the reasons for the award, stating the essential findings and conclusions of law upon which the award is based, no later than thirty days from the date the arbitration hearing concludes or the post hearing briefs (if requested) are received, whichever is later. The award of the arbitrator, which may include equitable relief, shall be final and binding upon the parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Either party may bring an action in any court of competent jurisdiction to compel arbitration and to enforce an arbitration award.

5.2 Mediation. The Parties agree that any and all Claims subject to arbitration as described in Section 5.1 of this Agreement, shall be first submitted to JAMS, or its successor, for mediation in New York City, New York, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the arbitration clause set forth in Section 5.1 above. Either Party may commence mediation by providing to JAMS and the other Party a written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings as soon as possible. The Parties covenant that they will participate in the mediation in good faith. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either Party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session. The mediation may continue after the commencement of arbitration if the Parties so desire. Unless otherwise agreed by the Parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the Party against whom enforcement is ordered.

5.3 Mediation and Arbitration Costs. The Party initiating the mediation and arbitration will be responsible for paying the initial filing fees with JAMS. The fees of the arbitrator and costs of the mediation and arbitration (except the initial filing fee) shall be borne equally by the Parties. Each Party shall pay for its own costs and attorneys' fees, if any.

5.4 Exclusive Remedy. Except as set forth in Section 5.5 below, the Parties understand and agree that the mediation and arbitration provisions of this Agreement shall provide each Party with its/his exclusive remedy with respect to this Agreement, and each Party expressly waives any right it might have to seek redress in any other forum, except as otherwise expressly provided in this Agreement. By electing arbitration as the means for final settlement of all claims, the Parties hereby waive their respective rights to, and agree not to, sue each other in any action in a federal, state or local court with respect to such claims, but may seek to enforce in court an arbitration award rendered pursuant to this Agreement. The Parties specifically agree to waive their respective rights to a trial by jury, and further agree that no demand, request or motion will be made for trial by jury.

5.5 Equitable Relief. Notwithstanding the above, either Party may file a request with a court of competent jurisdiction for equitable relief and expedited discovery, including but not limited to injunctive relief, pending resolution of any Claim through the arbitration procedure set forth herein; provided, however, in such cases the merits of the Claims will be decided by the Arbitrator, who will have the same ability to order legal or equitable remedies as a court of general jurisdiction.

6. OTHER TERMS AND CONDITIONS.

6.2 Entire Agreement; Modification. This Agreement, the Stock Option Program, and attached Confidentiality and Assignment of Inventions Agreement and IP Agreement set forth the entire understanding and agreement of the Parties with respect to the subject matter hereof and thereof, supersede all existing agreements, arrangements or understandings, whether oral or written, between them concerning such subject matter, and may be modified only by a written instrument duly executed by each party.

6.3 Assignment. This Agreement and all rights hereunder are personal to the Executive and may not be assigned by Executive, nor may any of Executive's duties hereunder be delegated at any time. The Company may assign its rights, together with its obligations hereunder, to any parent, subsidiary, affiliate or successor, or in connection with any sale, transfer or other disposition of all or substantially all of its business and assets; provided, however, that any such assignee expressly assumes the Company's obligations hereunder. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.

6.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of New York without regard to principles of conflicts of law.

6.5 Survival. The covenants, agreements, representations and warranties contained in Sections 1.5 and 1.6 or made by Executive in Sections 4, 5, and 6 hereof shall survive the termination of this Agreement and Executive's employment with the Company.

6.6 Third Party Beneficiaries. Except as expressly provided herein with respect to successors and assigns of the parties, this Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity not a party to this Agreement.

6.7 Waiver. The failure of either Party hereto at any time to enforce performance by the other Party of any provision of this Agreement shall in no way affect such Party's rights thereafter to enforce the same, nor shall the waiver by either Party of any breach of any provision hereof be deemed to be a waiver by such party of any other breach of the same or any other provision hereof.

6.8 Section Headings. The headings of the several sections in this Agreement are inserted solely for the convenience of the Parties and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof.

6.9 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery, (b) on the third day following deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, or (c) on the next day following deposit with a nationally recognized courier service such as Federal Express) for overnight delivery, addressed to the other Party hereto at such Party's address hereinafter shown below or at such other address as such party may designate by written notice to the other party hereto:

To Executive at:	Richard Correia 400 West 61st St, Unit 2530 Waterline Square Tower Two New York, New York 10069
To Company at:	MoneyLion 30 West 21st Street, 9th Floor, New York City, New York 10010 Attn: Dee Choubey/CEO
With a copy to:	Nossaman LLP 18101 Von Karman Avenue, 18th Floor Irvine, CA 92612 Attn: Veronica M. Graye

6.10 Severability. In the event any one or more of the terms, conditions or provisions contained in this Agreement should be found in a final award or judgment to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms, conditions and provisions contained herein shall not in any way be affected or impaired thereby, and this Agreement shall be interpreted and construed as if such term, condition or provision, to the extent the same shall have been held invalid, illegal or unenforceable, had never been contained herein, provided that such interpretation and construction is consistent with the intent of the parties as expressed in this Agreement. If any term, condition or provision contained in this Agreement shall be determined under applicable law to be overly broad in duration, geographical coverage or substantive scope, such term, condition or provision shall be deemed narrowed to the broadest terms permitted by applicable law.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

EXECUTIVE ACKNOWLEDGES THAT HE HAS CAREFULLY READ THIS AGREEMENT, THAT HE UNDERSTAND ITS TERMS, THAT ALL UNDERSTANDINGS AND AGREEMENTS BETWEEN COMPANY AND EXECUTIVE RELATING TO THE SUBJECTS COVERED IN THE AGREEMENT ARE CONTAINED IN IT, AND THAT EXECUTIVE HAS ENTERED INTO THE AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS BY COMPANY OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF.

EXECUTIVE UNDERSTANDS THAT BY SIGNING THIS AGREEMENT EXECUTIVE IS GIVING UP ANY RIGHT TO A JURY TRIAL.

Executive initials: /s/ RC

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

COMPANY: MoneyLion Inc.

By: /s/ Dee Choubey
Dee Choubey
Chief Executive Officer

EXECUTIVE: /s/ Richard Correia
Richard Correia

EXHIBIT 1

[CONFIDENTIALITY AND ASSIGNMENT OF INVENTIONS AGREEMENT]

EXHIBIT 2

[IP AGREEMENT]

EXHIBIT 3

[RELEASE]

[_____, 20__]

Richard Correia
400 West 61st St, Unit 2530
Waterline Square Tower Two
New York, New York 10069

Re: Confidential Separation and Release Agreement

Dear Richard:

This letter constitutes the confidential separation and release agreement (this "**Agreement**") that Moneylion Inc. (the "**Company**") is offering to you ("you") to aid in your employment transition. The obligations of the Company to provide severance benefits pursuant to this Agreement will not become effective until the Effective Date as provided in Article 11 below. The Company and you shall sometimes be referred to collectively as the "Parties" or individually as the "Party."

ARTICLE 1 Separation Date. Your last day of work with the Company and your employment termination date will be [_____, 20__] (the "**Separation Date**").

ARTICLE 2 Accrued Salary and Vacation. On the Separation Date, the Company will pay you all accrued salary, all accrued and unused vacation earned through the Separation Date, subject to standard payroll deductions and withholdings. You are entitled to these payments regardless of whether or not you sign this Agreement.

ARTICLE 3 Severance. Provided you sign and return this Agreement and do not revoke it during the Revocation Period described below in Section 11, the Company will pay you the severance benefits to which you are entitled to as set forth in Section 3.8.3 [or 3.8.4] of your Employment Agreement effective as of November [ ], 2019 (the "**Employment Agreement**").

ARTICLE 4 Health Care Continuation Coverage. To the extent provided by the federal COBRA law or, if applicable, state insurance laws, and by the Company's current

group health insurance policies, you may be eligible to continue your group health insurance benefits after the Medical Period at your own expense regardless of whether you sign this Agreement. Later, you may be able to convert to an individual policy through the provider of the Company's health insurance, if you wish.

ARTICLE 5 Other Compensation or Benefits. Other than the Severance Payment described above in Article 3, you acknowledge that no other payments or benefits shall be due and owing to you from the Released Parties, as defined below in Article 11, for any reason whatsoever. You specifically acknowledge that you have received all wages and benefits accrued through the day you have executed this Agreement.

ARTICLE 6 Expense Reimbursements. You agree that, within ten (10) days of the Separation Date, you will submit your final documented expense reimbursement statement reflecting all business expenses you incurred through the Separation Date, if any, for which you seek reimbursement. The Company will reimburse you for these expenses pursuant to its regular business practice. You are entitled to these payments regardless of whether or not you sign this Agreement.

ARTICLE 7 Proprietary Information, Non-Solicitation and Non-Competition Obligations. Both during and after your employment you acknowledge your continuing obligations under your Confidentiality and Assignment of Inventions Agreement ("Agreement"), the IP Agreement, and the Stock Option Program and to comply with your post-employment restrictions. A copy of these agreements, are attached hereto respectively as **Exhibits 1, 2, & 3**.

ARTICLE 8 Confidentiality. The provisions of this Agreement will be held in strictest confidence by you and will not be publicized or disclosed in any manner whatsoever; provided, however, that you may disclose this Agreement (a) to your immediate family; (b) to your attorney, accountant, auditor, tax preparer, and financial advisor in confidence; and (c) insofar as such disclosure may be required by law.

ARTICLE 9 No Voluntary Adverse Action; Cooperation. You agree that you will not voluntarily provide assistance, information or advice, directly or indirectly (including through agents or attorneys), to any person or entity in connection with any claim or cause of action of any kind brought against the Company, nor shall you induce or encourage any person or entity to bring such claims; provided that, you may respond accurately and fully to any questions, inquiry or request for information when required by legal process (e.g., a valid subpoena or other similar compulsion of law) or as part of a government investigation. Further, you agree to cooperate fully with the Company in connection with its actual or contemplated defense, prosecution, or investigation of any claims or demands by or against third parties, or other matters arising from events, acts, or failures to act that occurred during the period of your employment by the Company. Such cooperation includes, without limitation, making yourself available to the Company upon reasonable notice, without subpoena, to provide complete, truthful and accurate information in witness interviews, depositions, and trial testimony. The Company will reimburse you for reasonable out-of-pocket expenses you incur in connection with any such cooperation (excluding forgone wages, salary, or other compensation), and will make reasonable efforts to accommodate your scheduling needs. In addition, you agree to execute all documents (if any) reasonably necessary to carry out the terms of this Agreement. Nothing in this Article 9 is intended to prevent you from taking any action that is protected by federal, state or local statute or law, including, but not limited to, filing any charge or cooperating with the U.S. Equal Employment Opportunity Commission; *provided*, *however*, that pursuant to Article 11 below, you hereby waive any and all monetary relief from any such filing or cooperation.

ARTICLE 10 No Admissions. Nothing contained in this Agreement shall be construed as an admission by you or the Company of any liability, obligation, wrongdoing or violation of law.

ARTICLE 11 General Release of Claims. In exchange for the payments and benefits, and other consideration provided to you by this Agreement that you are not otherwise entitled to receive, you, on behalf of yourself, your spouse and child or children (if any), agents, representatives, attorneys, assignees, heirs, beneficiaries, devisees, executors, administrators and successors in interest, hereby generally and completely release and forever discharge the Company and all of its current, former, and future owners, directors, officers, members, managers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns and past, present, and future owners, directors, officers, members, managers, shareholders, agents, associates, representatives, employees, attorneys, insurers, and any other predecessors, successors, assigns, or legal representatives of any of them (all of the above collectively, the "Released Parties"), to the extent permitted by law, from any and all liability, actions, causes of action, claims, charges, complaints, demands, grievances, obligations, losses, damages, injuries and legal responsibilities, of any type whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which Employee ever had or held, now has or holds or hereafter can, shall or may have or hold against the Released Parties, based on any claims or occurrences arising prior to the Effective Date of this Agreement (collectively, "Released Claims"). Released Claims defined in the immediately preceding sentence and released herein by Employee as to the Released Parties include, without limitation: (1) all claims arising out of or in any way related to your employment with the Company, or the termination of that employment; (2) all claims related to your compensation or benefits from the Company, including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, profits interests, or any other equity or ownership interests in the Company; (3) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (4) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (5) any other claim under present or future federal, state or local statute or law, including, but not limited to, claims under New York , Utah and California statutes, the Fair Labor Standards Act, the Equal Pay Act, National Labor Relations Act, Labor Management Relations Act, Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, as amended, Civil Rights Act of 1991, Americans with Disabilities Act, as amended, Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act of 1990, the Rehabilitation Act, Executive Order 11246, Family and Medical Leave Act, Sarbanes-Oxley Act of 2002, Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, the Code of Federal Regulations, and all claims under any other federal, state, municipal or other governmental statute, regulation, ordinance or order, except for those claims that cannot be released as a matter of law.

You further acknowledge and agree that except for the rights and obligations created by this Agreement no other payments or benefits, of any nature, are due to you from any of the Released Parties for any reason whatsoever, and the Released Parties shall have no other obligations to you. You further understand and acknowledge that you cannot and will not file any cause of action, claim, charge or lawsuit for the purpose of obtaining any monetary award, reinstatement of his employment or for any equitable relief. You also understand and acknowledge that you shall not seek or apply for re-employment with any of the Released Parties. You further understand and acknowledge that the term "employment" in this Agreement shall refer to any and all services you provided to any of the Released Parties, whether in the capacity of employee or otherwise.

You further acknowledge and understand that you are not releasing any claim that cannot be waived under applicable state or federal law. You are not releasing any claims for breach of this Agreement and any claims arising after the Effective Date of this Agreement. You are not releasing any rights that you have to be indemnified (including any right to reimbursement of expenses) arising under applicable law, any indemnification agreement between you and the Company, or any directors' and officers' liability insurance policy of the Company or with respect to any right to equity in the Company held by you, pursuant to an applicable written grant, purchase or award agreement.

ARTICLE 12 ADEA Waiver. You acknowledge that you are knowingly and voluntarily waiving and releasing any rights you may have under the ADEA ("ADEA Waiver"). You also acknowledge that you fully understand the terms, conditions, and provisions of this Agreement. You also acknowledge that you have freely and voluntarily entered into this Agreement without any threat, coercion, or intimidation by any person. You further acknowledge that the consideration given for the ADEA Waiver is in addition to anything of value to which you were already entitled. You further acknowledge that you have been advised by this writing, as required by the ADEA, that: (a) your ADEA Waiver does not apply to any rights or claims that arise after the date you sign this Agreement; (b) you are not waiving your right, if any, to file a complaint or charge with the EEOC or participate in any investigation or proceeding conducted by the EEOC with respect to an age discrimination claim that arose prior to the Effective Date of this Agreement, but are waiving your right to recover damages or to seek reinstatement pursuant to such complaint or charge; (c) this provision does not purport to waive ADEA rights or claims that may arise from acts or events occurring after the Effective Date of this Agreement; (d) you should consult with an attorney prior to signing this Agreement; (e) you have 21 days to consider this Agreement (although you may choose to voluntarily sign it sooner provided it is not prior to the first day after your Separation Date); (f) you have seven (7) days following the date you sign this Agreement to revoke it ("Revocation Period"), with such revocation to be effective only if you deliver written notice of revocation to the Company at within the seven day period; and (e) this Agreement will not be effective until the date upon which the revocation period has expired unexercised, which will be the eighth day after you sign this Agreement ("**Effective Date**").

You also understand that the foregoing paragraph does not apply to any challenge you may make regarding the knowing and voluntary nature of the release of your claim for age discrimination, if any, under the ADEA. You also understand, however, that if you pursue a claim against any of the Released Parties for age discrimination under the ADEA, a court has the discretion to determine whether any of the Released Parties are entitled to restitution, recoupment, or setoff against a monetary award obtained by you in any proceeding. You also recognize that, as a result of such challenge, the Released Parties may be entitled to recover costs and attorneys' fees incurred by them as specifically authorized under applicable law.

Notwithstanding the foregoing, you further understand that nothing contained in this Agreement limits your ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, or any other federal, state or local governmental agency or commission ("Government Agencies") but is waiving your right to recover damages or to seek reinstatement pursuant to such complaint or charge. You further understand that this Agreement does not limit your ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. This Agreement does not limit your right to receive an award for information provided to any Government Agencies.

ARTICLE 13 Waiver of Unknown Claims. It is a further condition of the consideration herein and is the intention of the parties in executing this Agreement that the release of claims shall be effective as a bar to each and every claim, demand and cause of action herein above specified or generically described and, in furtherance of this intention, Employee hereby expressly waives any and all rights or benefits conferred by the provisions of Section 1542 of the California Civil Code and expressly consents that this Agreement shall be given full force and effect according to each and all of its express terms and conditions, including those relating to unknown and unsuspected claims, demands and causes of actions, if any, as well as those relating to any other claims, demands and causes of actions hereinabove specified. Section 1542 provides:

> GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.

Thus, for the purposes of making a complete settlement of all claims which you may have or claim to have against the Released Parties, you waive and release any and all claims against the Released Parties, including claims which are unknown and unsuspected as of the Effective Date of this Agreement. You warrant that you have read this Agreement, including the Section 1542 Waiver, and have had an opportunity to consult with counsel of your own choosing about this Agreement and specifically about the Section 1542 Waiver, and that you understand this Agreement and the Section 1542 Waiver. You acknowledge that you may later discover facts different from or in addition to those you now know or believe to be true regarding the matters released or described in this Agreement, and even so you agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. You assume any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now unknown to you relating thereto.

You acknowledge that you have not heretofore assigned or transferred to or purported to assign or transfer to any person or entity the Released Claims or any part or portion thereof, and agree to indemnify and hold harmless the Released Parties from and against any claim, demand, controversy, damage, debt, liability, account, reckoning, obligation, cost, expense, lien, action or cause of action (including the payment of attorneys' fees and costs actually incurred whether or not litigation commenced) based on, in connection with, or arising out of any assignment or transfer or claimed assignment or transfer thereof.

ARTICLE 14 No Pending Charges. You represent that you have no pending complaints, actions, charges or claims of any nature against the Released Parties, or any of them, based on or related to any events or actions that occurred prior to the execution of this Agreement. Except as set forth in Article 11 above, you agree not to file any complaints, actions, charges or claims of any nature against any one or more of the Released Parties relating to any event or alleged event, including, but not limited to, those arising from your employment by the Company and/or its termination, which occurred from the beginning of time until the execution of this Agreement by you. Additionally, you agree that should any person or entity file or cause to be filed any civil action, suit, arbitration, or legal proceeding seeking equitable or monetary relief concerning any aspect of your employment relationship with the Company or the termination of that employment, you will not seek or accept any personal relief from or as the result of such civil action, suit, arbitration, or legal proceeding.

ARTICLE 15 Other Representations and Warranties.

15.1 No Representations. Each Party represents and warrants that, except as expressly set forth herein, no representations of any kind or character have been made to induce it to execute and enter into this Agreement.

15.2 Legal Advice and Voluntary Execution. Each Party represents and warrants that it: (a) had the opportunity to obtain legal advice from legal counsel of its choice before entering into this Agreement, (b) has read the contents of this Agreement; (c) fully understands the terms and consequences of this Agreement; (d) enters this Agreement voluntarily; and (e) shall not deny the validity of this Agreement on the grounds that it did not have advice of counsel or did not voluntarily and knowingly enter into this Agreement and agree to each of its terms.

15.3 Notice. All notices hereunder shall be in writing and delivered either personally, by United States registered or certified mail, postage prepaid and return receipt requested, by facsimile or electronically transmitted (for example: pdf files).

If to the Company:

MoneyLion
30 West 21st Street,
9th Floor, New York City, New York 10010
Attn: Dee Choubey/CEO

Copy To
Veronica M. Gray
Nossaman LLP
18101 Von Karman Avenue
Suite 1800
Irvine, California 92612
vgray@nossaman.com

If to Executive:

Richard Correia
400 West 61st St, Unit 2530
Waterline Square Tower Two
New York, New York 10069

15.4 No Admission of Liability. Each Party agrees that this Agreement and the terms, conditions and recitals contained herein are a good faith compromise of disputed claims and are not to be construed as an admission of liability on the part of any Party, or of any violation of any agreement, policy, procedure, or state or federal law or regulation, all such liability being specifically and expressly denied.

15.5 Governing Law, Jurisdiction, Venue and Enforcement of Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York, without regard to principles of conflict of laws. The Parties expressly consent to jurisdiction and venue in New York City, New York and waive any defenses related thereto. The Parties further agree that any disputes and/or any enforcement action shall be shall be resolved according to the dispute resolution provisions of Section 5 of the Employment Agreement.

15.6 Attorneys' Fees. The Parties further agree that in the event that a claim is instituted to enforce any of the rights of the Parties to this Agreement, the prevailing Party in such litigation shall be entitled, as additional damages, to reasonably incurred attorneys' fees and costs incurred in the enforcement of this Agreement. Except as otherwise provided for in this Agreement, each Party shall bear him or its own costs and attorneys' fees, if any, relating to the matters referenced herein, including any costs or fees incurred in reaching this Agreement.

15.7 No Strict Construction. This Agreement shall be deemed prepared by all Parties and no contrary presumption, interpretation or construction shall arise in the event of any ambiguity or uncertainty thereof.

15.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original document, and all of which, when taken together, shall constitute a single document. Fax signatures and electronically transmitted signatures (for example: pdf files) shall constitute original signatures for the purpose of this Agreement.

15.9 Entire Agreement. Except for those provisions of the Employment Agreement, the Confidentiality and Assignment of Inventions Agreement, and IP Agreement, which survive Executive's termination of employment with Company, this Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and fully supersedes any and all prior understandings, representations, warranties and agreements between the Parties, whether oral or written, pertaining to the subject matter of this Agreement and the Released Claims. The Parties acknowledge that none of the Parties, their agents or their attorneys have made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter of this Agreement, to induce the Parties to execute this Agreement, and acknowledge that the Parties have not executed this Agreement in reliance on any such promise, representation or warranty not contained herein.

15.10 Modification/Amendments. No provision of this Agreement may be altered, modified, or amended except by a subsequent writing signed by all Parties. The Parties agree that they will make no claim at any time that this Agreement has been orally altered or modified or otherwise changed by oral communications of any kind or character.

15.11 Severability. Except for the Release of Claims, should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

15.12 Beneficiaries. This Agreement shall inure to the benefit of, and shall be binding upon, the Parties, including predecessor and successor corporations, and past, present and future parent corporations, subsidiaries, affiliates affiliated companies, agents, representatives, officers, directors, employees, attorneys, shareholders, successors and assignees, your estate and heirs (collectively "Your Beneficiaries"), and all persons, natural or juridical, in privity with them or any of them. This means that in the event of your death, Your Beneficiaries shall (a) receive the benefits described in Articles 2 and 3 above, and (b) be subject to all the same terms and conditions as you under this Agreement.

15.13 Complete Defense. You understand and agree that if you breach this Agreement (including but not limited to the Release of Claims), including but not limited to filing any claim or lawsuit against any of the Company Released Parties seeking any relief which has been released herein, the Release of Claims shall operate as a complete defense to such claims and all benefits provided herein shall cease, and you and Your Beneficiaries, and all persons in privity with them, may be required to reimburse the Company Released Parties for any damages and attorneys' fees and costs incurred by the Company Released Parties. You further understand and agree that by entering into the Release of Claims pursuant to this Agreement, you are waiving his rights to pursue any and all Released Claims.

15.14 Cooperation. The Parties agree to do all acts and things and to make, execute and deliver such written instruments, as shall be reasonably required of each of them to carry out the terms and provisions of this Agreement and agree that time is of the essence.

15.15 Your Cooperation

15.15.1 You acknowledge and agree to provide the Company with any business information relating to his employment duties with the Company upon its request and to make yourself reasonably available to, and cooperate with, the Company and its respective representatives on an as needed basis with respect to any matter for which you had responsibility, about which you have knowledge, and/or in which you were engaged on behalf of the Company during your employment with the Company.

15.15.2 You further agree to reasonably cooperate with the Company in any internal investigation or administrative, regulatory, or judicial proceeding. You understand and agree that your cooperation may include, but not be limited to, making yourself available to the Company upon reasonable notice for interviews, and factual investigations, appearing at the Company's request to provide testimony without the necessity of receiving a subpoena, volunteering to the Company pertinent information, and turning over to the Company all relevant documents which may come into his possession.

15.15.3 You understand and agree that you will not receive any additional compensation/consideration for Complying with the provisions in this Article 15.15.

15.16 Continuing Duties. All covenants, agreements, representations and warranties, made herein, shall survive the termination of your employment and execution of this Agreement and are otherwise continuing duties, obligations, and responsibilities of the Parties. You further acknowledge and agree that the protection of the Company Released Parties' Confidential Information, as defined in the Confidentiality Agreement and Operating Agreement, survive the termination of your employment with the Company and you agree to comply with said terms and conditions.

15.17 Non-Disparagement. You acknowledge and agree that, except as to statements required by law, compelled through valid legal process, or to the EEOC, SEC, or state agency, you will not make any derogatory or disparaging statements about the Company Released Parties or their operations, products, services, business, or employment practices, regardless of the truth or falsity of such statements. You understand that this Article 15.17 is a material term of this Agreement.

15.18 Authorization to Sign and Competency to Waive Claim. Each person executing this Agreement warrants and represents that he has full authority to bind the

corresponding Party to this Agreement. You represent that you are competent to execute this Agreement and knowingly and voluntarily enter into this Agreement. You certify that you are not a party to any bankruptcy, lien, creditor-debtor or other proceedings that would impair your right or ability to waive all claims you may have against the Company Released Parties.

15.19 Assignment. You shall not assign this Agreement or any rights under this Agreement or delegate any of your duties under this Agreement without the prior written consent of the Company, and any such purported assignment or delegation without such consent shall be null and void and of no force or effect and shall thereupon constitute a material breach of this Agreement by you. The Company may assign this Agreement and any of its rights and duties under this Agreement, without your consent, to any third party in its sole and absolute discretion, provided that (i) notice of such assignment shall be provided to you on a timely basis, and (ii) any such assignment by the Company shall not relieve the Company from any liability under this Agreement.

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND ACCEPT AND AGREE TO THE PROVISIONS CONTAINED HEREIN, AND HEREBY EXECUTE IT, KNOWINGLY AND VOLUNTARILY, AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

If this Agreement is acceptable to you, please sign and date below and return the original to the Company within twenty-one (21) days provided it is not before the first day after your Separation Date. The Company's offer contained herein will automatically expire if the Company does not receive the fully signed Agreement within the required timeframe.

The Company wishes you good luck in your future endeavors.

Sincerely,

MoneyLion Inc.

By: Dee Choubey
Chief Executive Officer

AGREED:

Richard Correia

Date: _____

Exhibit 14.1

MoneyLion Inc.

Code of Business Conduct and Ethics
Adopted September 22, 2021

1) Introduction

This Code of Business Conduct and Ethics ("**Code**") has been adopted by the Board of Directors (the "**Board**") of MoneyLion Inc. (together with its subsidiaries, the "Company"), and summarizes the standards that must guide the actions of our Company's employees, officers and directors. While covering a wide range of business practices and procedures, these standards cannot and do not cover every issue that may arise, or every situation where ethical decisions must be made, but rather set forth key guiding principles that represent Company policies and, for our employees and officers, establish conditions for employment at the Company.

We must strive to foster a culture of honesty and accountability, as represented in our seven values: collaboration; curiosity; passion; communication; transparency; courage; and judgment. Our commitment to the highest level of ethical conduct should be reflected in all of the Company's business activities including, but not limited to, relationships with employees, customers, suppliers, competitors, the government, the public, and our shareholders. All of our employees, officers and directors must conduct themselves according to the language and spirit of this Code and seek to avoid even the appearance of improper behavior. Even well-intentioned actions that violate the law or this Code may result in negative consequences for the Company and for the individuals involved.

One of our Company's most valuable assets is our reputation for integrity, professionalism and fairness. We should all recognize that our actions are the foundation of our reputation and adhering to this Code and applicable laws is imperative.

2) Compliance with Laws, Rules and Regulations

We are strongly committed to conducting our business affairs with honesty and integrity and in full compliance with all applicable laws, rules and regulations. All employees, officers or directors of the Company are personally responsible for complying with the laws of the cities, states, and countries in which we operate, and to act in an ethical manner.

3) Trading on Inside Information

Using non-public Company information to trade in securities, or providing a family member, friend or any other person with a "tip", is illegal. All non-public Company information should be considered inside information and should never be used for personal gain. You are required to familiarize yourself and comply with the Company's Statement of Policy Concerning Trading in Company Securities, copies of which are distributed to all employees, officers and directors and are available from the Legal Department. You should contact the Legal Department with any questions about your ability to buy or sell securities.

4) Protection of Confidential Proprietary Information

Confidential proprietary information generated and gathered in our business is a valuable Company asset. Protecting this information plays a vital role in our continued growth and ability to compete, and all proprietary information should be maintained in strict confidence, except when disclosure is authorized by the Company or required by law.

Confidential proprietary information includes all non-public information that might be useful to competitors or that could be harmful to the Company, its customers or its suppliers if disclosed. Intellectual property, such as trade secrets, patents, trademarks and copyrights, as well as business, research and new product plans, objectives and strategies, records, databases, salary and benefits data, employee medical information, customer, employee and suppliers lists and any unpublished financial or pricing information must also be protected.

Unauthorized use or distribution of confidential proprietary information violates Company policy and could be illegal. Such use or distribution could result in negative consequences for both the Company and the individuals involved, including potential legal and disciplinary actions. We respect the property rights of other companies and their confidential proprietary information and require our employees, officers and directors to observe such rights.

Your obligation to protect the Company's confidential proprietary information continues even after you leave the Company, and you must return all confidential proprietary information in your possession upon leaving the Company.

The provisions of this Section 4 are qualified in their entirety by reference to Section 11.

5) Conflicts of Interest

Our employees, officers and directors have an obligation to act in the best interest of the Company. All employees, officers and directors should endeavor to avoid situations that present a potential or actual conflict between their interest and the interest of the Company.

A "conflict of interest" occurs when a person's private interest interferes in any way, or even appears to interfere, with the interest of the Company, including its subsidiaries and affiliates. A conflict of interest may arise when an employee, officer or director takes an action or has an interest that may make it difficult for him or her to perform his or her work objectively and effectively. Conflicts of interest may also arise when an employee, officer or director (or his or her family members) receives improper personal benefits as a result of the employee's, officer's or director's position in the Company.

Although it would not be possible to describe every situation in which a conflict of interest may arise, the following are examples of situations that may constitute a conflict of interest:

- Working, in any capacity, for a competitor, customer or supplier while employed by the Company.
- Accepting gifts of more than modest value or receiving personal discounts (if such discounts are not generally offered to the public) or other benefits as a result of your position in the Company from a competitor, customer or supplier.
- Competing with the Company for the purchase or sale of property, products, services or other interests.
- Having an interest in a transaction involving the Company, a competitor, a customer or supplier (other than as an employee, officer or director of the Company and not including routine investments in publicly traded companies).
- Receiving a loan or guarantee of an obligation as a result of your position with the Company.

- Directing business to a supplier owned or managed by, or which employs, a relative or friend.

Situations involving a conflict of interest may not always be obvious or easy to resolve. You should report actions that may involve a conflict of interest to the Legal Department.

In order to avoid conflicts of interests, officers and directors must disclose to the General Counsel any material transaction or relationship that reasonably could be expected to give rise to such a conflict, and the General Counsel shall notify the Audit Committee of the Board of Directors. Conflicts of interests involving the General Counsel and directors shall be disclosed to the Audit Committee of the Board of Directors.

6) Protection and Proper Use of Company Assets

Protecting Company assets against loss, theft or other misuse is the responsibility of every employee, officer and director. Loss, theft and misuse of Company assets directly impact our profitability. Any suspected loss, misuse or theft should be reported to the Legal Department.

Company assets include the Company's equipment, vehicles, supplies, and technology, as well as any work product, inventions, and ideas of any kind that are conceived, developed or produced by employees while employed by the Company that are either conceived during regular working hours or at our place of work, conceived or made with the use of the Company resources, facilities or materials, or are directly or indirectly related to the Company's business or potential business.

The sole purpose of the Company's assets is the conduct of our business. They may only be used for Company business consistent with Company guidelines.

7) Corporate Opportunities

Employees, officers and directors are prohibited from taking for themselves business opportunities that are discovered through the use of Company property, information or position. Unless previously approved by the Board of Directors, no employee, officer or director may use Company property, information or position for personal gain, and no employee, officer or director may compete with the Company. Competing with the Company may involve engaging in the same line of business as the Company, or any situation where the employee, officer or director takes away or attempts to take away from the Company opportunities for sales or purchases of products, services or interests, or for employment of certain individuals. Employees, officers and directors owe a duty to the Company to advance its legitimate interests when the opportunity to do so arises.

8) Fair Dealing

Each employee, officer and director of the Company should endeavor to deal fairly with customers, suppliers, competitors, the public and one another at all times and in accordance with ethical business practices. No one should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair dealing practice. No bribes, kickbacks or other similar payments in any form shall be made directly or indirectly to or for anyone for the purpose of obtaining or retaining business or obtaining any other favorable action, nor should any employee, officer or director of the Company accept any bribes, kickbacks or other similar payments. The Company and any employee, officer or director involved may be subject to disciplinary action as well as potential civil or criminal liability for violation of this policy.

Occasional business gifts to, or entertainment of, non-government employees in connection with business discussions or the development of business relationships are generally deemed appropriate in the conduct of Company business. However, these gifts should be consistent with customary practice and the Company's business interests, be given infrequently and their value should be modest. These gifts should also never be cash. Gifts or entertainment in any form that would likely result in a feeling or expectation of personal obligation should not be extended or accepted. Pre-approval must be obtained in writing from the Legal Department for any business gifts or entertainment above $100 in value, and for any other gifts or entertainment that do not follow the guidelines provided here. When in doubt as to whether a gift or entertainment is appropriate, contact the Legal Department.

Practices that are acceptable in a commercial business environment may be against the law or the policies governing federal, state or local government employees. Therefore, no gifts or business entertainment of any kind may be given to or accepted from, either directly or indirectly through a third-party intermediary, any government employee or a relative of a government employee, without the prior approval of the Legal Department. "Gifts" should be interpreted broadly to include cash and cash equivalents, loans, physical gifts, favors, business or employment opportunities, charitable or political contributions, and promotional sponsorships. "Government employees" also broadly include not only public or elected officials, officers, employees or persons acting on behalf of national or local governments, but also those of state-owned or state-controlled companies, public international organizations, or political parties or entities that are widely perceived to be performing government functions. This may include airport authorities and employees of state-owned factories, etc.

Except in certain limited circumstances, the Foreign Corrupt Practices Act ("**FCPA**") prohibits giving anything of value directly or indirectly to any "foreign official" for the purpose of obtaining or retaining business. When in doubt as to whether a contemplated payment or gift may violate the FCPA, contact the Legal Department before taking any action.

The Company will also not engage or do business with a third-party business partner if the Company believes there is a material risk that the business partner will violate the Company's policies. Pre-approval must be obtained in writing from the Legal Department for any business partner who will interact with national, provincial, or local government officials on the Company's behalf. Employees and officers who are responsible for the Company entering into an arrangement with the business partner are accountable for the actions of the business partner.

9) Quality of Public Disclosures

The Company has a responsibility to provide full and accurate information in our public disclosures, in all material respects, about the Company's financial condition and results of operations. Our reports and documents filed with or submitted to the Securities and Exchange Commission and our other public communications shall include full, fair, accurate, timely and understandable disclosure, and the Company has established a Disclosure Committee consisting of senior management to assist in monitoring such disclosures.

10) Compliance with This Code and Reporting of Any Illegal or Unethical Behavior

All employees, officers and directors are expected to comply with all of the provisions of this Code. The Code will be strictly enforced and violations will be dealt with immediately, including by subjecting persons who violate its provisions to corrective and/or disciplinary action such as dismissal or removal from office. Violations of the Code

that involve illegal behavior will be reported to the appropriate authorities.

Situations which may involve a violation of ethics, laws, rules, regulations or this Code may not always be clear and may require the exercise of judgment or the making of difficult decisions. Employees, officers and directors should promptly report any concerns about a violation of ethics, laws, rules, regulations or this Code, or concerns relating to internal accounting controls or auditing matters, in accordance with the Company's Whistleblower Policy.

Any concerns about a violation of ethics, laws, rules, regulations or this Code by any officer or director should be reported promptly to the General Counsel, and the General Counsel shall notify the Audit Committee of any violation, and the Audit Committee may, in its discretion, direct complaints to the Risk and Compliance Committee, as appropriate, in accordance with the Company's Whistleblower Policy. Any such concerns involving the General Counsel should be reported to the Risk and Compliance Committee. Reporting of such violations may also be done anonymously through MoneyLion's whistleblower hotline at 1-800-916-7037 (company code: 66956) or in writing through our online whistleblower submission form, available at https://irdirect.net/MNYLN/whistleblower_iframe/. An anonymous report should provide enough information about the incident or situation to allow the Company to investigate properly. If concerns or complaints require confidentiality, including keeping an identity anonymous, the Company will endeavor to protect this confidentiality, subject to applicable law, regulation or legal proceedings.

The Company encourages all employees, officers and directors to report any suspected violations promptly and intends to thoroughly investigate any good faith reports of violations. The Company will not tolerate any kind of retaliation for reports or complaints regarding misconduct that were made in good faith. Open communication of issues and concerns by all employees without fear of retribution or retaliation is vital to the successful implementation of this Code. All employees, officers and directors are required to cooperate in any internal investigations of misconduct and unethical behavior.

The Company recognizes the need for this Code to be applied equally to everyone it covers. The General Counsel of the Company will have primary authority and responsibility for the enforcement of this Code, subject to the supervision of the Audit Committee, and the Company will devote the necessary resources to enable the General Counsel to establish such procedures as may be reasonably necessary to create a culture of accountability and facilitate compliance with the Code. Questions concerning this Code should be directed to the Legal Department.

The provisions of this Section 10 are qualified in their entirety by reference to Section 11.

11) Reporting Violations to a Governmental Agency

You understand that you have the right to:

- Report possible violations of state or federal law or regulation that have occurred, are occurring, or are about to occur to any governmental agency or entity, or self-regulatory organization;
- Cooperate voluntarily with, or respond to any inquiry from, or provide testimony before any self-regulatory organization or any other federal, state or local regulatory or law enforcement authority;
- Make reports or disclosures to law enforcement or a regulatory authority without prior notice to, or authorization from, the Company; and
- Respond truthfully to a valid subpoena.

You have the right to not be retaliated against for reporting, either internally to the Company or to any governmental agency or entity or self-regulatory organization, information which you reasonably believe relates to a possible violation of law. It is a violation of federal law to retaliate against anyone who has reported such potential misconduct either internally or to any governmental agency or entity or self-regulatory organization. Retaliatory conduct includes discharge, demotion, suspension, threats, harassment, and any other manner of discrimination in the terms and conditions of employment because of any lawful act you may have performed. It is unlawful for the Company to retaliate against you for reporting possible misconduct either internally or to any governmental agency or entity or self-regulatory organization.

Notwithstanding anything contained in this Code or otherwise, you may disclose the Company's confidential proprietary information, including the existence and terms of any confidential agreements between yourself and the Company (including employment or severance agreements), to any governmental agency or entity or self-regulatory organization in connection with exercising any of the rights set forth above.

The Company cannot require you to withdraw reports or filings alleging possible violations of federal, state or local law or regulation, and the Company may not offer you any kind of inducement, including payment, to do so.

Your rights and remedies as a whistleblower protected under applicable whistleblower laws, including a monetary award, if any, may not be waived by any agreement, policy form, or condition of employment, including by a predispute arbitration agreement.

Even if you have participated in a possible violation of law, you may be eligible to participate in the confidentiality and retaliation protections afforded under applicable whistleblower laws, and you may also be eligible to receive an award under such laws.

12) Waivers and Amendments

Any waiver of the provisions in this Code for officers or directors may only be granted by the Nominating and Corporate Governance Committee of the Board of Directors and will be disclosed to the Company's shareholders within four business days. Any waiver of this Code for other employees may only be granted by the Legal Department.

Amendments to this Code must be approved by the Audit Committee of the Board of Directors and amendments of the provisions in this Code applicable to the CEO and the senior financial officers will also be promptly disclosed to the Company's shareholders.

13) Equal Opportunity, Non-Discrimination and Fair Employment

We are committed to a diverse, inclusive and harassment-free workplace, which extends to all interactions, including interactions with customers, suppliers, competitors, and the public, regardless of where the interactions take place. We aim to provide a healthy work environment and culture that respects, welcomes, and includes everyone.

The Company's policies for recruitment, advancement and retention of employees forbid discrimination, harassment, and intimidation on the basis of any criteria prohibited by

law, including but not limited to age, disability or genetic information, sex, sexual orientation, race, nationality, ethnic or national origin, religion or belief, gender reassignment, marital or civil partner status, pregnancy and maternity or paternity. Our policies are designed to ensure that employees are treated, and treat each other, fairly and with respect and dignity. In keeping with this objective, conduct involving discrimination, harassment or bullying of others will not be tolerated.

All employees, officers and directors have a responsibility to create a diverse and inclusive culture at the Company, and are required to comply with the Company's policy on Equal Employment Opportunity, copies of which were distributed as part of the Company's Employee Handbook and are available from the Legal Department.

14) Compliance with Antitrust Laws

The antitrust laws prohibit agreements among competitors on such matters as prices, terms of sale to customers and allocating markets or customers. Antitrust laws can be very complex, and violations may subject the Company and its employees to criminal sanctions, including fines, jail time and civil liability. If you have any questions, consult the Legal Department.

15) Political Contributions and Activities

Any political contributions (whether monetary or in-kind) made by or on behalf of the Company and any solicitations for political contributions of any kind must be lawful and in compliance with Company policies. This policy applies solely to the use of Company assets and is not intended to discourage or prevent individual employees, officers or directors from making political contributions or engaging in political activities on their own behalf, subject to the restrictions provided in Section 8. No one may be reimbursed directly or indirectly by the Company for personal political contributions.

16) Environment, Health and Safety

The Company is committed to conducting its business in compliance with all applicable environmental and workplace health and safety laws and regulations. The Company strives to provide a safe and healthy work environment for our employees and to avoid adverse impact and injury to the environment and communities in which we conduct our business. Achieving this goal is the responsibility of all officers, directors and employees.

Exhibit 16.1

September 28, 2021

Office of the Chief Accountant
Securities and Exchange Commission
100 F Street, NE
Washington, D.C. 20549

Ladies and Gentlemen:

We have read MoneyLion Inc. statements (formerly known as Fusion Acquisition Corp.) included under Item 4.01 of its Form 8-K dated September 28, 2021. We agree with the statements concerning our Firm under Item 4.01, in which we were informed of our dismissal on September 22, 2021. We are not in a position to agree or disagree with other statements contained therein.

Very truly yours,

/s/ WithumSmith+Brown, PC

New York, New York

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

Defined terms included below have the same meaning as terms defined and included in the proxy statement/prospectus.

The following selected unaudited pro forma condensed combined financial data is derived from the unaudited pro forma condensed combined balance sheet and unaudited pro forma condensed combined statement of operations included in the proxy statement/prospectus.

The unaudited pro forma condensed combined financial statements are based on the historical financial statements of Fusion Acquisition Corp. ("Fusion") and the historical condensed consolidated financial statements of MoneyLion, Inc. ("MoneyLion") as adjusted to give effect to the Business Combination and the Private Placement. The unaudited pro forma condensed combined balance sheet as of June 30, 2021 gives pro forma effect to the Business Combination consummated on September 22, 2021, treated as a reverse recapitalization for accounting purposes and the Private Placement as if they had been consummated as of June 30, 2021. The unaudited pro forma condensed combined statement of operations for the six months ended June 30, 2021 and for the year ended December 31, 2020, give effect to the Business Combination and the Private Placement as if they had occurred on January 1, 2020, the earliest period presented.

The unaudited pro forma condensed combined financial statements were prepared in accordance with Article 11 of SEC Regulation S-X, as amended by the final rule, Release No. 33-10786 "*Amendments to Financial Disclosures about Acquired and Disposed Businesses*." Release No. 33-10786 replaces the existing pro forma adjustment criteria with simplified requirements to depict the accounting for the transaction ("Transaction Accounting Adjustments") and present the reasonably estimable synergies and other transaction effects that have occurred or reasonably expected to occur ("Management's Adjustments"). Fusion has elected not to present Management's Adjustments and will only be presenting Transaction Accounting Adjustments in the unaudited pro forma condensed combined financial statements. The adjustments presented in the unaudited pro forma condensed combined financial statements have been identified and presented to provide relevant information necessary for an understanding of the combined company upon consummation of the Business Combination and the Private Placement.

The unaudited pro forma condensed combined financial statements are for illustrative purposes only. The financial results may have been different had the companies always been combined. You should not rely on the unaudited pro forma condensed combined financial information as being indicative of the historical results that would have been achieved had the companies always been combined or the future results that the combined company will experience. Fusion and MoneyLion have not had any historical relationship prior to the Business Combination. Accordingly, no pro forma adjustments were required to eliminate activities between the companies.

This information should be read together with Fusion's and MoneyLion's historical condensed consolidated financial statements and related notes, "*Unaudited Pro Forma Condensed Combined Financial Information*," "*Management's Discussion and Analysis of Financial Condition and Results of Operations of Fusion*," "*Management's Discussion and Analysis of Financial Condition and Results of Operations of MoneyLion*," and other financial information relating to Fusion and MoneyLion included in the proxy statement/prospectus.

	Pro Forma Six Months Ended June 30, 2021	Pro Forma Year Ended December 31, 2020
	Actual Redemptions	Actual Redemptions
	(in thousands)	(in thousands)
Combined Statement of Operations data:		
Net revenue	$ 71,330	$ 79,411
Loss from operations	(15,363)	(24,329)
Net loss	14,634	(62,653)
Net loss attributable to common stockholders	8,790	(71,062)

	Pro Forma Six Months June 30, 2021
	Actual Redemptions
	(in thousands)
Combined Balance Sheet data:	
Total assets	$ 458,084
Total debt	44,529
Total liabilities	80,666
Total temporary equity	101,157
Total stockholders' equity	276,261

The following unaudited pro forma condensed combined financial information is provided to aid you in your analysis of the financial aspects of the Business Combination and the Private Placement.

The following unaudited pro forma condensed combined balance sheet as of June 30, 2021 combines the unaudited historical balance sheet of Fusion as of June 30, 2021 with the unaudited historical consolidated balance sheet of MoneyLion as of June 30, 2021, giving effect to the Business Combination and the Private Placement as if they had been consummated as of that date.

The following unaudited pro forma condensed combined statement of operations for the six months ended June 30, 2021 combines the unaudited historical statement of operations of Fusion and the unaudited historical consolidated statement of operations of MoneyLion for such period, giving effect to the Business Combination and the Private Placement as if they had been consummated on January 1, 2020, the earliest period presented. The following unaudited pro forma condensed combined statement of operations for the year ended December 31, 2020 combines the audited historical statement of operations of Fusion and the audited historical consolidated statement of operations of MoneyLion for such period, giving effect to the Business Combination and the Private Placement as if they had been consummated on January 1, 2020, the earliest period presented.

The unaudited pro forma condensed combined financial statements have been derived from and should be read in conjunction with:

- the accompanying notes to the unaudited pro forma condensed combined financial statements;
- the (i) audited historical financial statements of Fusion as of and for the year ended December 31, 2020 and (ii) unaudited historical condensed financial statements of Fusion for the six months ended June 30, 2021, and the related notes thereto, included elsewhere in the proxy statement/prospectus;
- the (i) audited historical financial statements of MoneyLion as of and for the year ended December 31, 2020 and (ii) unaudited historical condensed consolidated financial statements of MoneyLion for the six months ended June 30, 2021, and the related notes thereto, included elsewhere in the proxy statement/prospectus; and
- the sections entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations of Fusion," "Management's Discussion and Analysis of Financial Condition and Results of Operation of MoneyLion," and other financial information relating to Fusion and MoneyLion included elsewhere in the proxy statement/prospectus.

The unaudited pro forma condensed combined financial statements are for illustrative purposes only and are not necessarily indicative of what the actual results of operations and financial position would have been had the Business Combination and the Private Placement taken place on the dates indicated, nor are they indicative of the future consolidated results of operations or financial position of the combined company.

UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET
AS OF JUNE 30, 2021
(Dollars in thousands, except share and per share amounts)

	Historical		Actual Redemptions		
	5(A) Fusion	5(B) MoneyLion	Business Combination and PIPE Investment		Pro Forma Balance Sheet
ASSETS					
Cash	$ 14	$ 28,971	$ 290,552	5(a)	$ 319,537
Restricted cash	-	2,806	-		2,806
Finance and membership receivables	-	106,689	-		106,689
Allowance for losses on finance receivables	-	(14,701)	-		(14,701)
Finance and membership receivables, net	-	91,988	-		91,988
Property and equipment, net	-	474	-		474
Intangible assets, net	-	8,452	-		8,452
Goodwill	-	21,565	-		21,565
Due from related party	31	4	-		35
Other assets	-	13,129	-		13,129
Prepaid expenses	98	-	-		98
Security deposit	-	-	-		-
Marketable securities held in trust account	350,120	-	(350,120)	5(b)	-
Total assets	$ 350,263	$ 167,389	$ (59,568)		$ 458,084
LIABILITIES AND STOCKHOLDERS' EQUITY					
Secured loans	$ -	$ 24,057	$ -		$ 24,057
Accounts payable and accrued liabilities	271	20,201	-		20,472
Subordinated convertible notes	-	100,311	(100,311)	5(c)	-
Related party loan	-	5,000	(5,000)	5(d)	-
Warrant liability	36,125	73,456	(73,456)	5(e)	36,125
Other debt	-	-	-		-
Income tax payable	12	-	-		12
Deferred underwriting fee payable	13,150	-	(13,150)	5(f)	-
Total liabilities	49,558	223,025	(191,917)		80,666
COMMITMENTS AND CONTINGENCIES					
MoneyLion redeemable convertible preferred stock	-	298,010	(298,010)	5(g)	-
MoneyLion redeemable noncontrolling interests	-	101,157	-	5(h)	101,157
Fusion Class A common stock subject to possible redemption	295,704	-	(295,704)	5(h)	-
Stockholders' Equity:					
MoneyLion common stock, $0.0001 par value	-	-	-		-
Fusion preferred stock, $0.0001 par value	-	-	-		-
Fusion Class A common stock, $0.0001 par value	1	-	21	5(i)	22
Fusion Class B common stock, $0.0001 par value	1	-	(1)	5(i)	-
Additional paid-in capital	15,320	-	616,557	5(i)	631,877
Accumulated deficit	(10,321)	(453,803)	108,486	5(i)	(355,638)
Treasury stock	-	(1,000)	1,000	5(i)	-
Total stockholders' deficit attributable to common stockholders	5,001	(454,803)	726,063	5(i)	276,261
Total stockholders' equity	5,001	(454,803)	726,063		276,261
Total liabilities and stockholders' equity	$ 350,263	$ 167,389	$ (59,568)		$ 458,084

See accompanying notes to the unaudited pro forma condensed combined financial information.

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS

FOR THE SIX MONTHS ENDED JUNE 30, 2021
(Dollars in thousands, except share and per share amounts)

	Historical		Actual Redemptions		
	6(A) Fusion	6(B) MoneyLion	Business Combination and PIPE Investment		Pro Forma Statement of Operations
Revenue:					
Net interest income on finance receivables	$ -	$ 3,423	$ -		$ 3,423
Membership subscription revenue	-	15,362	-		15,362
Affiliates income	-	3,269	-		3,269
Fee income	-	49,257	-		49,257
Other income	-	19	-		19
Total revenues, net	-	71,330	-		71,330
Operating expenses:					
Marketing	-	13,529	-		13,529
Provision for loss on receivables	-	21,406	-		21,406
Other direct costs	-	5,155	-		5,155
Interest expense	-	3,320	186	6(a)	3,506
Personnel expenses	-	15,253	-		15,253
Underwriting expenses	-	3,544	-		3,544
Information technology expenses	-	3,814	-		3,814
Bank and payment processor fees	-	11,756	-		11,756
Change in fair value of warrant liability	-	48,790	(48,790)	6(e)	-
Change in fair value of subordinated convertible notes	-	49,561	(49,561)	6(f)	-
Professional fees	-	8,037	-		8,037
Depreciation expense	-	1,016	-		1,016
Occupancy expense	-	765	-		765
Gain on foreign currency translation	-	(44)	-		(44)
Other operating expenses	-	(2,021)	-		(2,021)
Formation and operating costs	1,127	-	(150)	6(b)	977
Total operating expenses	1,127	183,881	(98,315)		86,693
Loss from operations	(1,127)	(112,551)	98,315		(15,363)
Other income (expense):					
Interest earned on investments held in Trust Account	72	-	(72)	6(c)	-
Change in fair value of warrant liability	30,002	-	-		30,002
Loss before provision for income taxes	28,947	(112,551)	98,243		14,639
Income tax (expense) benefit	-	(42)	37		(5)
Net loss	28,947	(112,593)	98,280		14,634
Net loss attributable to noncontrolling interests	-	(5,844)	-		(5,844)
Accrued dividends on redeemable convertible preferred stock	-	(9,827)	9,827	5(g)	-
Net loss attributable to common stockholders	$ 28,947	$ (128,264)	$ 108,107		$ 8,790
Weighted average common shares outstanding, basic and diluted	8,750,000	2,955,677			227,147,708	6(d)
Loss per common share, basic and diluted	$ 3.31	$ (43.40)			$ 0.04	6(d)

See accompanying notes to the unaudited pro forma condensed combined financial information.

Fusion Acquisition Corp.
Unaudited Pro Forma Condensed Combined Statement of Operations
For the Year Ended Decemer 31, 2020
(Dollars in thousands, except share and per share amounts)

	Historical		Actual Redemptions		
	6(C) Fusion	6(D) MoneyLion	Business Combination and PIPE Investment		Pro Forma Statement of Operations
Revenue:					
Net interest income on finance receivables	$ -	$ 4,347	$ -		$ 4,347
Membership subscription revenue	-	25,994	-		25,994
Affiliates income	-	2,234	-		2,234
Fee income	-	46,639	-		46,639
Other income	-	197	-		197
Total revenues, net	-	79,411	-		79,411
Operating expenses:					
Marketing	-	11,060	-		11,060
Provision for loss on receivables	-	21,294	-		21,294
Other direct costs	-	4,336	-		4,336
Interest expense	-	2,950	150	6(a)	3,100
Personnel expenses	-	24,200	-		24,200
Underwriting expenses	-	6,242	-		6,242
Information technology expenses	-	7,041	-		7,041
Bank and payment processor fees	-	13,737	-		13,737
Change in fair value of warrant liability	-	14,419	(14,419)	6(e)	-

Change in fair value of subordinated convertible notes	-	4,000	(4,000) 6(f)	-
Professional fees	-	8,396	-	8,396
Depreciation expense	-	1,108	-	1,108
Occupancy expense	-	1,233	-	1,233
Gain on foreign currency translation	-	(179)	-	(179)
Other operating expenses	-	1,155	-	1,155
Formation and operating costs	1,167	-	(150) 6(b)	1,017
Total operating expenses	1,167	120,992	(18,419)	103,740
Loss from operations	(1,167)	(41,581)	18,419	(24,329)
Other income (expense):				
Interest earned on investments held in Trust Account	219	-	(219) 6(c)	-
Change in fair value of warrant liability	(38,310)	-	-	(38,310)
Loss before provision for income taxes	(39,258)	(41,581)	18,200	(62,639)
Income tax (expense) benefit	(11)	(6)	3	(14)
Net loss	(39,269)	(41,587)	18,203	(62,653)
Net loss attributable to noncontrolling interests	-	(8,409)	-	(8,409)
Accrued dividends on redeemable convertible preferred stock	-	(17,209)	17,209	-
Net loss attributable to common stockholders	$ (39,269)	$ (67,205)	$ 35,412	$ (71,062)
Weighted average common shares outstanding, basic and diluted	8,750,000	2,753,400		227,147,708 6(d)
Loss per common share, basic and diluted	$ (4.49)	$ (24.41)		$ (0.31) 6(d)

See accompanying notes to the unaudited pro forma condensed combined financial information.

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

1. Description of the Transactions

The Business Combination

On February 11, 2021, Fusion Acquisition Corp., a Delaware corporation ("Fusion" or the "Company"), entered into an agreement and plan of merger by and among Fusion, ML Merger Sub Inc., a wholly owned subsidiary of Fusion ("Merger Sub"), and MoneyLion Inc. ("MoneyLion") (as amended on June 28, 2021 and September 4, 2021, the "Merger Agreement"), which provided for Merger Sub to merge with and into MoneyLion with MoneyLion surviving the merger as a wholly owned subsidiary of Fusion (the "Business Combination"). The Business Combination was consummated on September 22, 2021. In addition, in connection with the consummation of the Business Combination, Fusion was renamed "MoneyLion Inc." and is referred to herein as "New MoneyLion" as of the time following such change of name.

Under the Merger Agreement, Fusion had agreed to acquire all of the outstanding equity interests of MoneyLion for $2.2 billion in aggregate consideration. The aggregate consideration paid to MoneyLion stockholders was (i) 184,285,695 shares of Class A common stock of New MoneyLion (valued at $10.00 per share) and (ii) the contingent right to receive a pro rata portion of up to 17,500,000 shares of Class A common stock of New MoneyLion (the "Earn Out Shares").

The Private Placement

On February 11, 2021, concurrently with the execution of the Merger Agreement, Fusion entered into the Subscription Agreements with the PIPE Investors, pursuant to which, among other things, Fusion agreed to issue and sell in private placements an aggregate of 25,000,000 shares of Fusion Class A common stock to the PIPE Investors for $10.00 per share.

The Private Placement closed immediately prior to the Closing of the Business Combination. In connection with the Closing, all of the issued and outstanding shares of Fusion Class A common stock, including the shares of Fusion Class A common stock issued to the PIPE Investors, became shares of New MoneyLion Class A common stock.

2. Basis of Presentation

The unaudited pro forma condensed combined financial statements were prepared in accordance with Article 11 of SEC Regulation S-X as amended by the final rule, Release No. 33-10786 "Amendments to Financial Disclosures about Acquired and Disposed Businesses." Release No. 33-10786 replaces the existing pro forma adjustment criteria with simplified requirements to depict the accounting for the transaction ("Transaction Accounting Adjustments") and present the reasonably estimable synergies and other transaction effects that have occurred or reasonably expected to occur ("Management's Adjustments"). Fusion has elected not to present Management's Adjustments and will only be presenting Transaction Accounting Adjustments in the unaudited pro forma condensed combined financial statements. The adjustments presented in the unaudited pro forma condensed combined financial statements have been identified and presented to provide relevant information necessary for an understanding of the combined company upon consummation of the Business Combination and the Private Placement.

The unaudited pro forma condensed combined balance sheet as of June 30, 2021 gives effect to the Business Combination and the Private Placement as if they occurred as of June 30, 2021. The unaudited pro forma condensed combined statement of operations for the six months ended June 30, 2021 and for the year ended December 31, 2020 give effect to the Business Combination and the Private Placement as if they occurred on January 1, 2020, the earliest period presented.

The pro forma adjustments reflecting the consummation of the Business Combination and the Private Placement are based on certain currently available information and certain assumptions and methodologies that Fusion believes are reasonable under the circumstances. The pro forma adjustments, which are described in the accompanying notes, may be revised as additional information becomes available and is evaluated. Therefore, it is likely that the actual adjustments will differ from the pro forma adjustments, and it is possible that the difference may be material. Fusion believes that its assumptions and methodologies provide a reasonable basis for presenting all of the significant effects of the Business Combination and the Private Placement based on information available to management at this time and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma condensed combined financial information.

The unaudited pro forma condensed combined financial statements do not give effect to any anticipated synergies, operating efficiencies, tax savings, or cost savings that may be associated with the Business Combination. Fusion and MoneyLion have not had any historical relationship prior to the Business Combination. Accordingly, no pro

forma adjustments were required to eliminate activities between the companies.

These unaudited pro forma condensed combined financial statements and related notes have been derived from and should be read in conjunction with:

- the (i) audited historical financial statements of Fusion as of and for the year ended December 31, 2020 and (ii) unaudited historical condensed financial statements of Fusion as of and for the six months ended June 30, 2021, and the related notes thereto, included elsewhere in the proxy statement/prospectus;
- the (i) audited historical financial statements of MoneyLion as of and for the year ended December 31, 2020 and (ii) unaudited historical condensed consolidated financial statements of MoneyLion for the six months ended June 30, 2021, and the related notes thereto, included elsewhere in the proxy statement/prospectus; and
- the sections entitled "*Management's Discussion and Analysis of Financial Condition and Results of Operations of Fusion*," "*Management's Discussion and Analysis of Financial Condition and Results of Operation of MoneyLion,*" and other financial information relating to Fusion and MoneyLion included elsewhere in the proxy statement/prospectus.

The unaudited pro forma condensed combined financial statements are for illustrative purposes only and are not necessarily indicative of what the actual results of operations and financial position would have been had the Business Combination and the Private Placement taken place on the dates indicated, nor are they indicative of the future consolidated results of operations or financial position of the combined company.

3. Accounting for the Business Combination

The Business Combination will be accounted for as a reverse recapitalization, in accordance with GAAP. Under this method of accounting, although Fusion issued shares for outstanding equity interests of MoneyLion in the Business Combination, Fusion was treated as the "acquired" company for financial reporting purposes. Accordingly, the Business Combination was treated as the equivalent of MoneyLion issuing stock for the net assets of Fusion, accompanied by a recapitalization. The net assets of Fusion are stated at historical cost, with no goodwill or other intangible assets recorded. Operations prior to the Business Combination will be those of MoneyLion.

MoneyLion was determined to be the accounting acquirer based on the evaluation of the following facts and circumstances:

- The former owners of MoneyLion hold the largest portion of voting rights in the combined company;
- MoneyLion has the right to appoint a majority of the directors in the combined company;
- MoneyLion's existing senior management team comprise senior management of the combined company;
- The operations of the combined company represent the operations of MoneyLion;
- The combined company assumes MoneyLion's name and headquarters.

4. Capitalization

The following summarizes the pro forma ownership of Class A common stock of Fusion following the Business Combination and the Private Placement:

	Class A	
Equity Capitalization Summary	**Shares**	**%**
MoneyLion stockholders(1)	184,285,695	81.1%
Fusion public stockholders(2)	9,112,013	4.0%
Fusion Sponsor	8,750,000	3.9%
PIPE Investors(3)	25,000,000	11.0%
Total Class A common stock	227,147,708	100.0%

(1) Stock consideration of 184,285,695 shares of Class A common stock and no cash consideration.

(2) Redemptions of 25,887,987 shares of Class A common stock of Fusion for aggregate redemption payments of $258.9 million using a per-share redemption price of $10.00.

(3) Private Placement was consummated in accordance with its terms for aggregate proceeds of $250.0 million in connection with the issuance of 25,000,000 shares of Class A common stock to the PIPE Investors.

5. Adjustments to Unaudited Pro Forma Condensed Combined Balance Sheet as of June 30, 2021

The pro forma notes and adjustments are as follows:

Pro forma notes

(A) Derived from the unaudited balance sheet of Fusion as of June 30, 2021.

(B) Derived from the unaudited consolidated balance sheet of MoneyLion as of June 30, 2021.

Pro forma adjustments

(a) To reflect the net cash proceeds from the Business Combination and the Private Placement as follows (in thousands):

Release of Trust Account	$ 350,120	5(b)
Redemptions of Fusion common stock	(258,880)	5(h)

Proceeds from Private Placement	250,000	5(i)
Payment of transaction expenses	(32,352)	5(i)
Payment of Fusion deferred underwriting fee payable	(13,150)	5(f)
Repayment of MoneyLion debt	(5,000)	5(d)
Early payment penalty and interest on MoneyLion debt	(186)	5(i)
Cash	$ 290,552	

(b) To reflect the release of $350.1 million from the Trust Account (see Note 5(a)).

(c) To reflect the conversion of MoneyLion's subordinated convertible notes into Class A common stock (see Note5(i)).

(d) To reflect the repayment of MoneyLion's related party loan of $5.0 million (see Note 5(a)).

(e) To reflect the conversion of MoneyLion's warrants into Class A common stock (see Note 5(i)).

(f) To reflect the settlement of $13.2 million of deferred underwriting fees incurred during Fusion's IPO that were contractually due upon completion of the Business Combination (see Note 5(a)).

(g) To reflect the exchange of $298.0 million of MoneyLion's redeemable convertible preferred stock as a result of the Business Combination (see Note 5(i)).

(h) To reflect the redemption of 25,887,987 shares of Class A common stock of Fusion for aggregate redemption payments of $258.9 million and the transfer of $36.8 million to permanent equity upon consummation of the Business Combination as no other Fusion common stock remain subject to redemption (see Notes 5(b) and 5(i)).

(i) To reflect the recapitalization of the combined company through the exchange of all of the outstanding share capital of MoneyLion for Class A common stock of Fusion and the following equity transactions (in thousands):

Exchange of MoneyLion redeemable convertible preferred stock	$ 298,010	5(g)
Reclassification of Fusion common stock subject to possible redemption	295,704	5(h)
Redemptions of Fusion common stock	(258,880)	5(a)
Proceeds from Private Placement	250,000	5(a)
Payment of transaction expenses	(32,352)	5(a)
Conversion of MoneyLion subordinated convertible notes	100,311	5(c)
Conversion of MoneyLion warrants	73,456	5(e)
Early payment penalty and interest on MoneyLion debt	(186)	5(a)
Total stockholders' equity	$ 726,063	

6. Adjustments to Unaudited Pro Forma Condensed Combined Statement of Operations for the Six Months Ended June 30, 2021 and for the Year Ended December 31, 2020

The pro forma notes and adjustments, based on preliminary estimates that could change materially as additional information is obtained, are as follows:

Pro forma notes

(A) Derived from the unaudited statement of operations of Fusion for the six months ended June 30, 2021.

(B) Derived from the unaudited consolidated statement of operations of MoneyLion for the six months ended June 30, 2021.

(C) Derived from the audited statement of operations of Fusion for the year ended December 31, 2020

(D) Derived from the audited consolidated statement of operations of MoneyLion for the year ended December 31, 2020

Pro forma adjustments

(a) To recognize the payment of early-payment penalties as of January 1, 2020 on MoneyLion's related party loan that was repaid upon closing of the Business Combination.

(b) To eliminate fees incurred by Fusion under the administrative support and management agreements which ceased upon closing of the Business Combination.

(c) To eliminate interest income earned on the Trust Account which was released upon closing of the Business Combination.

(d) The pro forma basic and diluted earnings per share amounts presented in the unaudited pro forma condensed combined statement of operations are based upon the number of Fusion shares outstanding at the closing of the Business Combination and Private Placement, assuming the Business Combination and Private Placement occurred on January 1, 2020. As the unaudited pro forma condensed combined statement of operations is in a loss position, anti-dilutive instruments were not included in the calculation of diluted weighted average number of common shares outstanding.

(e) To eliminate the change in fair value of MoneyLion's warrants which converted into Class A common stock upon closing of the Business Combination.

(f) To eliminate the change in fair value of the MoneyLion's subordinated convertible notes which converted into Class A common stock upon closing of the Business Combination.