

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

[Rule 13d-101]

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO § 24.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO § 24.13D-2(a)

(Amendment No.)*

MoneyLion Inc.

(Name of Issuer)

Class A common stock, par value \$0.0001 per share

(Title of Class of Securities)

60938K106

(CUSIP Number)

**Daniel Fried, Patrick Capra, Jeffrey Frommer and Lyusen Krubich
c/o Katten Muchin Rosenman LLP
50 Rockefeller Plaza
New York, New York 10020
(212) 940-8800
Attn: Eliot Lauer, Esq., Evan Borenstein, Esq. and
Jonathan D. Weiner, Esq.**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

May 24, 2023

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on following pages)
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1	NAME OF REPORTING PERSONS Daniel Fried
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS OO
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America
7	SOLE VOTING POWER 60,920

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 60,920
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 60,920	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.62%	
14	TYPE OF REPORTING PERSON IN	

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1	NAME OF REPORTING PERSONS Patrick Capra	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 47,983
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 47,983
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 47,983	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0.49%	

14	TYPE OF REPORTING PERSON IN
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1	NAME OF REPORTING PERSONS Jeffrey Frommer	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 241,968
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 241,968
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 241,968	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.47%	
14	TYPE OF REPORTING PERSON IN	

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1	NAME OF REPORTING PERSONS Lyusen (Louis) Krubich	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY	

4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States of America	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 246,466
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 246,466
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 246,466	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES* <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.51%	
14	TYPE OF REPORTING PERSON IN	

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Item 1. Security and Issuer.

This Statement on Schedule 13D relates to the Class A common stock, par value \$0.0001 per share (the "Common Stock"), of MoneyLion Inc., a Delaware corporation (the "Company"). The address of the Company's principal executive offices is 30 West 21st Street, 9th Floor, New York, NY 10010.

Item 2. Identity and Background.

- (a) This Statement is filed by Daniel Fried ("Fried"), Patrick Capra ("Capra"), Jeffrey Frommer ("Frommer") and Lyusen (Louis) Krubich ("Krubich" and, collectively with Fried, Capra and Frommer, the "Reporting Persons") as a joint statement pursuant to Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act").
- (b) The address of Fried is 9115 Wonderland Ave., Los Angeles, CA 90046. The address of Capra is 19 Franklin St., Verona, NJ 07044. The address Frommer is 85 Columbia Terr., Weehawken, NJ 07086. The address of Krubich is 14126 Marquesas Way, Apt. 3352, Marina Del Rey, CA 90292.
- (c) Prior to May 19, 2023 Fried served as President of Malka Media, Capra served as President and CEO of Malka Sports, Frommer served as co-founder of Malka and Krubich served as Chief Executive Officer of Malka. On May 19, 2023, the Company notified the Reporting Persons that their employment with Malka was being terminated.
- (d) During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) During the last five years, none of the Reporting Persons has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Each Reporting Person is a citizen of the United States of America.

The Reporting Persons have entered into a Joint Filing Agreement, a copy of which is attached hereto as Exhibit 99.1.

Item 3. Source and Amount of Funds or Other Consideration.

The information set forth in Item 4 is incorporated herein by reference.

The shares of Common Stock reported herein as being beneficially owned by the Reporting Persons were acquired from the Company pursuant to the MIPA (as defined in Item 4) or through compensatory awards as follows:

	Shares Acquired Pursuant to the MIPA	Shares Acquired Pursuant to Compensatory Awards
Fried	60,786	134
Capra	47,873	110
Frommer	241,968	--
Krubich	246,466	--

The foregoing share amounts are presented on an adjusted basis, giving effect to the 1-for-30 reverse split of the Common Stock effected by the Company on April 24, 2023.

Item 4. Purpose of Transaction.

The information set forth in Items 3 and 6 is incorporated herein by reference.

The Reporting Persons acquired the shares reported herein for investment purposes in connection with the sale of Malka to the Company.

As previously disclosed by the Company, on November 15, 2021, MoneyLion Technologies Inc. ("Buyer"), a wholly owned subsidiary of the Company, completed its acquisition (the "Transaction") of Malka Media Group LLC ("Malka") pursuant to the Membership Interest Purchase Agreement (the "MIPA"), by and among Buyer, Malka and each of the Reporting Persons. As previously disclosed by the Company, upon closing of the Transaction, the Company issued to the Reporting Persons restricted shares of Common Stock and paid cash consideration to the Reporting Persons (such shares and cash, the "Closing Consideration") in exchange for all of the issued and outstanding membership interests of Malka.

In addition to the Closing Consideration, the MIPA provides for an earnout of up to an additional \$35,000,000 payable in restricted shares of Common Stock if Malka's revenue and EBITDA exceeds certain targets in 2021 and 2022, in each case determined in accordance with revenue and EBITDA calculation principles described in the MIPA. Malka's revenue and EBITDA exceeded the specified targets for the year ended December 31, 2021 and, consequently, the earnout consideration in respect of Malka's revenue and EBITDA for the year ended December 31, 2021 was paid (through the issuance of shares of Common Stock) during 2022.

The MIPA further provides that, if Malka achieves minimum revenue and EBITDA targets for 2022, the Reporting Persons are entitled to a number of shares (the "2022 Earnout Shares") of Common Stock equal to \$16,750,000, based on the greater of the 30-day volume weighted average price of the Common Stock (the "30-day VWAP") determined as of the date the 2022 Earnout Shares are issued and \$7.00. To the extent Malka's 2022 revenue exceeded the minimum revenue target (the "2022 Minimum Target"), the MIPA provides that the amount of the 2022 earnout payment will increase on a linear basis up to such number of shares of Common Stock equal to an aggregate value of \$25,000,000 (the "Maximum 2022 Earnout Amount").

Pursuant to the MIPA, any unvested 2022 Earnout Shares would not be transferable without the Company's consent. The 2022 Earnout Shares would vest and be released from such restrictions, however, in four equal installments on March 31, 2023, June 30, 2023, September 30, 2023 and December 31, 2023 (each a "Vesting Date"). The MIPA also contains a make-whole right for the benefit of the Reporting Persons which provides that in the event that the 30-day VWAP as of a Vesting Date (the "Vesting Date VWAP") is less than \$7.00, the Reporting Persons would be entitled to additional shares of Common Stock or cash equivalent to (x) the difference between the Vesting Date VWAP for such Vesting Date and \$7.00, multiplied by (y) the number of shares of Common Stock vesting on such Vesting Date.

On April 14, 2023 the Company delivered to the seller representative under the MIPA a statement setting forth the Company's calculation of Malka's revenue and EBITDA for the year ended December 31, 2022 (the "Company 2022 Earnout Statement"). The Company 2022 Earnout Statement indicated that while Malka's revenue for 2022 exceeded the 2022 Minimum Target as well as the amount of revenue that would be required to earn the Maximum 2022 Earnout Amount, Malka did not achieve the minimum EBITDA target for 2022. On that basis, the Company determined that the Reporting Persons were not entitled to the 2022 Earnout Shares.

The Reporting Persons dispute the Company's calculation of Malka's 2022 EBITDA and believe they are entitled to the Maximum Earnout Amount. In furtherance thereof, on May 25, 2023, the Reporting Persons delivered to the Company a notice objecting to the calculations set forth in the Company 2022 Earnout Statement (the "Objection Notice"). In accordance with the dispute resolution mechanism set forth in the MIPA, the Company and the Reporting Persons are required to negotiate in good faith to resolve their disputes with respect to the earnout calculation during the 30-day period following delivery of the Objection Notice. If the Company and the Reporting Persons fail to resolve their disputes with respect to the 2022 earnout during such 30-day period, then any amount or item remaining in dispute is to be submitted for resolution to an independent accounting firm mutually selected by Buyer and the Reporting Persons.

On May 19, 2023, the Company notified the Reporting Persons that their employment with Malka was being terminated. As a result of such termination, and in light of the pending dispute with respect to the 2022 earnout, the Reporting Persons are evaluating and enforcing their rights and remedies under the MIPA and the related agreements and may be deemed to be acting as a "group" within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended. If successful, the Reporting Persons' efforts to enforce their rights could result in, among other things, the issuance of the 2022 Earnout Shares in accordance with the MIPA. Depending on various factors, the Reporting Persons may take such actions with respect to their investments in the Company as they deem appropriate, including, selling some or all of their beneficial or economic holdings, engaging in hedging or similar transactions with respect to the securities relating to the Company and/or otherwise changing their intention with respect to any and all matters referred to in Item 4 of Schedule 13D.

Item 5. Interest in Securities of the Issuer.

(a)

- (1) Fried
Number of shares: 60,920
Percentage of shares: 0.62%
- (2) Capra
Number of shares: 47,983
Percentage of shares: 0.49%
- (3) Frommer
Number of shares: 241,968
Percentage of shares: 2.47%
- (4) Krubich
Number of shares: 246,466
Percentage of shares: 2.51%

(b)

- (1) Fried
Sole power to vote or direct the vote: 60,920
Shared power to vote or direct the vote: 0
Sole power to dispose or to direct the disposition: 60,920
Shared power to dispose or direct the disposition: 0
- (2) Capra
Sole power to vote or direct the vote: 47,983
Shared power to vote or direct the vote: 0
Sole power to dispose or to direct the disposition: 47,983
Shared power to dispose or direct the disposition: 0
- (1) Frommer
Sole power to vote or direct the vote: 241,968
Shared power to vote or direct the vote: 0
Sole power to dispose or to direct the disposition: 241,968
Shared power to dispose or direct the disposition: 0
- (4) Krubich
Sole power to vote or direct the vote: 246,466
Shared power to vote or direct the vote: 0
Sole power to dispose or to direct the disposition: 246,466
Shared power to dispose or direct the disposition: 0

As described in Item 4, the Reporting Persons may be deemed to be a “group” for purposes of the Section 13(d)(3) of the Exchange Act with the other Reporting Persons. The Reporting Persons collectively beneficially own 597,337 shares of Common Stock, or 6.09% of the outstanding Common Stock. The share ownership reported for each Reporting Person does not include any shares of Common Stock owned by any other Reporting Person, and each Reporting Person disclaims beneficial ownership of any shares of Common Stock owned by the other Reporting Persons.

Percentage beneficial ownership reported herein reflects 8,798,196 shares of Common Stock outstanding, as disclosed in the Company’s Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2023, plus an additional 1,012,293 shares of Common Stock issued by the Company as set forth in the Current Report on Form 8-K filed by the Company on June 1, 2023.

(c) Except as set forth in Item 4 of this Schedule 13D, no Reporting Person has effected any transactions in the Common Stock during the past 60 days.

(d) Not applicable

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

The information set forth in Item 4 is incorporated herein by reference.

Restricted Stock Agreement

Upon the closing of the Transaction, each Reporting Person entered into a Restricted Stock Agreement in respect of the shares of Common Stock issued as part of the Closing Consideration. Among other things, each Restricted Stock Agreement provides that if the Company becomes obligated to issue shares of Common Stock in respect of the 2021 earnout of the 2022 earnout, such payments would be conditioned in part on the Reporting Person party thereto executing and delivering an equivalent Restricted Stock Agreement. Each Restricted Stock Agreement prohibits the transfer of the shares of Common Stock covered thereby without the consent of the Company; however, such restrictions had lapsed, in their entirety, in respect of the shares of Common Stock included in the Closing Consideration or issued in respect of the 2021 earnout, as of

September 30, 2022 and December 31, 2022, respectively.

The foregoing description of certain terms of the Restricted Stock Agreements is a summary only, does not purport to be complete, and is qualified in its entirety by reference to the full text of such agreements, the form of which is filed herewith as Exhibit 1 and incorporated by reference herein.

Item 7. Material to be Filed as Exhibits.

Exhibit 1 [Form of Restricted Stock Agreement*](#)

Exhibit 99.1 [Joint Filing Agreement dated as of June 2, 2023 by and among the Reporting Persons.*](#)

* Filed herewith.

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SIGNATURE

After reasonable inquiry and to the best of their knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Dated: June 2, 2023

/s/ Daniel Fried

Daniel Fried

/s/ Patrick Capra

Patrick Capra

/s/ Jeffrey Frommer

Jeffrey Frommer

/s/ Lyusen Krubich

Lyusen Krubich

CUSIP No. 60938K106

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Exhibit Index

**Exhibit
Number** **Description**

Exhibit 1 [Form of Restricted Stock Agreement*](#)

Exhibit 99.1 [Joint Filing Agreement dated as of June 2, 2023 by and among the Reporting Persons.*](#)

* Filed herewith.

RESTRICTED STOCK AGREEMENT

This **RESTRICTED STOCK AGREEMENT**, dated as of November 15, 2021 (this “**Agreement**”), is entered into by and between [] (the “**Holder**”) and **MONEYLION INC.**, a Delaware corporation (the “**Company**”). All capitalized terms used but not defined herein shall have the meanings set forth in that certain Membership Interest Purchase Agreement dated as of November 15, 2021 (the “**Purchase Agreement**”), by and among MoneyLion Technologies Inc., a Delaware corporation (the “**Buyer**”), Malka Media Group, LLC, a New York limited liability company (“**Malka**”), the Seller Members, and the Sellers’ Representative.

Section 1. Issuance of Restricted Stock. Pursuant to the Purchase Agreement, the Company hereby issues to the Holder shares of Common Stock, par value \$0.0001, of the Company (the “**Common Stock**”), subject to the terms and conditions set forth herein and conditioned in part on the Holder’s execution and delivery of this Agreement.

In the event the Company becomes obligated to pay to Holder any shares of Common Stock in connection with (i) the 2021 Earnout Payment or (ii) the 2022 Earnout Payment, such payment(s) shall be conditioned in part on the Holder’s prior execution and delivery of an equivalent Agreement.

Section 2. Restricted Shares:

(a) Subject to Section 2(b), the shares of Common Stock issued to the holder pursuant to Section 1 (the “**Restricted Shares**”) shall vest in accordance with the following schedule (such vested shares, the “**Earned Shares**”):

(i) with respect to the Common Stock issued in connection with the Closing Stock Payment, in four (4) equal installments on (a) December 31, 2021, (b) March 31, 2022, (c) June 30, 2022, and (d) September 30, 2022.

(b) Subject to Section 2(b)(i) and Section 2(b)(ii), and pursuant to the Purchase Agreement, certain Restricted Shares shall become Earned Shares as of immediately prior to the earlier to occur of the closing of (a) sale, transfer, or assignment of a majority of the Equity Interests of the Company, Malka or Buyer following Closing to a Person other than an Affiliate of any of the foregoing; (b) the merger of the Company, Malka or Buyer with or into another Person such that a majority of the Equity Interests of the surviving company are held by any Person other than Buyer or any Affiliate of Buyer; or (c) the sale of a majority of the assets of Malka to any Person following Closing, including, but not limited to, an Affiliate of Buyer, but not, for the avoidance of doubt, including the Company, Buyer or any wholly owned direct or indirect subsidiary of Buyer (a “**Change of Control**”):

(i) In the event of a Change of Control prior to December 31, 2021, if the 2021 Annualized Amount is equal to or greater than the Minimum 2021 Revenue and EBITDA Amount and as adjusted *pro rata* in the same manner as used to calculate the 2021 Annualized Amount, then any Restricted Shares associated with the Closing Stock Payment, 2021 Earnout Payment, and 2022 Earnout Payment shall immediately be deemed Earned Shares as-of immediately prior to the date of such Change of Control; and

(ii) In the event of a Change of Control prior to December 31, 2022, If the 2022 Annualized Amount is equal to or greater than the Minimum 2022 Revenue and EBITDA Amount and as adjusted *pro rata* in the same manner as used to calculate the 2022 Annualized Amount, then any Restricted Shares of the Seller Members associated with the Closing Stock Payment, 2021 Earnout Payment (to the extent the Company is obligated to make such payment pursuant to the terms of the Purchase Agreement) and 2022 Earnout Payment shall immediately be deemed Earned Shares as-of immediately prior to the date of such Change of Control.

Section 3. Valid Issuance of Restricted Shares. The Company represents and warrants to the Holder that the Restricted Shares have been validly issued and are fully paid and nonassessable, free from all taxes, liens and charges created by the Company with respect to the issue thereof (except as may set forth in the Company’s Fourth Amended and Restated Certificate of Incorporation (the “**Charter**”) and the Company’s Bylaws (the “**Bylaws**”), each as may be amended from time to time).

Section 4. Representations, Warranties and Acknowledgement of Holder.

(a) The Holder hereby represents and warrants to the Company as follows:

(i) The Holder has the requisite power and authority to enter into and deliver this Agreement, perform its obligations hereunder, and consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Holder and is a valid, legal and binding obligation of the Holder, enforceable against the Holder in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors’ rights generally and subject to general principles of equity (regardless of whether such enforcement is considered in a proceeding at law or at equity).

(ii) The Holder is acquiring the Restricted Shares for its own account as principal, for investment purposes only, not for any other person or entity and not for the purposes of resale or distribution.

(iii) The Holder is an “accredited investor” as such term is defined in Regulation D promulgated under the Securities Act of 1933, as amended.

(iv) The execution and delivery of this Agreement by the Holder, the performance by the Holder of its obligations hereunder and the consummation by the Holder of the transactions contemplated hereby do not and will not (a) materially violate or materially conflict with any law applicable to the Holder or any of the Holder’s assets or properties or (b) violate or conflict with in any material respect, result in any material breach of, or constitute a material default (or event which with the giving of notice or lapse of time, or both, would become a default) under, any agreement to which the Holder is a party or by which any of its assets or properties is bound. No consent, approval, authorization, license, order or permit of, or declaration, filing or registration with, or notification to, any governmental entity, or any other person or entity, is required to be made or obtained by the Holder in connection with the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby.

(b) The Holder hereby acknowledges that agrees that:

(i) Except as set forth herein, the Holder has received no representations or warranties from the Company or any other person or entity acting on behalf of the

Company.

(ii) The Restricted Shares are being acquired by the Holder in a transaction not involving any public offering within the meaning of the Securities Act, in reliance on an exemption therefrom. The Restricted Shares have not been approved or disapproved by the Securities and Exchange Commission or by any other federal or state agency, and no such agency has passed on the accuracy or adequacy of disclosures made to the Holder by the Company. No federal or state governmental agency has passed on or made any recommendation or endorsement of the Restricted Shares or an investment in the Company.

(iii) The Restricted Shares have not been registered under the Securities Act, or the securities laws of any state and, unless the Restricted Shares are so registered, they may not be offered, sold, transferred or otherwise disposed of except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and any applicable securities laws of any state or foreign jurisdiction. There is not and will not be any public trading market for the Restricted Shares and, as a result the Holder may be unable to sell or dispose of its interest in the Company.

(iv) The certificates representing the Restricted Shares, if issued, will bear a legend that prohibits the transfer of the Restricted Shares unless the Restricted Shares is registered or such registration is not required in the opinion of counsel for the Company.

(v) Holder is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Restricted Shares.

(vi) The Holder has generally such knowledge and experience in business and financial matters and with respect to investments in securities of privately held companies as to enable such Holder to understand and evaluate the risks of such investment and form an investment decision with respect thereto.

Section 5. Stockholder Rights. The Holder, during the duration of this Agreement, shall be considered the record owner of the Restricted Shares issued to Holder and any portion thereof that become Earned Shares; provided, however, that the Holder shall not be entitled to vote such Restricted Shares or transfer such Restricted Shares (subject to Section 8 below) unless and until, and solely to the extent that, such Restricted Shares become Earned Shares in accordance with Section 2 hereof.

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Section 6. Dividends. The Holder shall be entitled to share in any dividends (whether such dividend is in the form of cash, debt securities, equity securities, rights or other property) in respect of shares of Common Stock declared by the Board pursuant to the terms of the Charter *pro rata* in accordance with the total number of Restricted Shares and Earned Shares owned by the Holder.

Section 7. Restrictions on Transfer. In addition to any other limitation on transfer created by applicable securities laws, this Agreement, the Restricted Shares and all rights and obligations of the Holder hereunder shall not be transferred without the prior written consent of the Company, which shall not be unreasonably withheld, conditioned or delayed. Holder shall not Transfer any interest in the Restricted Shares except in compliance with the provisions herein, applicable securities laws, the Charter, the Amended and restated Bylaws of the Company and any other applicable agreement to which the Company, the Holder and/or the proposed transferees may be a party. Any attempted Transfer in violation of this provision shall be void and of no legal force. For purposes of this Agreement, the term "Transfer" shall include any sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, transfer by request, devise or descent, or other transfer or disposition of any kind, including, but not limited to, transfers to receivers, levying creditors, trustees or receivers in bankruptcy proceedings or general assignees for the benefit of creditors, whether voluntary or by operation of law, directly or indirectly, of any of the Restricted Shares. The Company shall not be required (a) to transfer on its books any shares of Common Stock of the Company which shall have been transferred in violation of any of the provisions set forth in this Agreement or (b) to treat any transferee to whom such shares shall have been so transferred as owner of such shares or to accord any other rights or privileges with respect to such shares

Section 8. Lock-up. Notwithstanding anything to the contrary in this Agreement, the Restricted Shares and Earned Shares and all rights and obligations of the Holder hereunder shall not be transferred, assigned or delegated, in whole or in part, prior to the termination of the MoneyLion Lock-Up Period. As used herein, the "**MoneyLion Lock-Up Period**" shall mean the period terminating on the earlier of (i) March 21, 2022 and (ii) the date on which the Common Share Price (as defined in that certain Agreement and Plan of Merger (the "**Merger Agreement**"), dated as of February 11, 2021, by and among Fusion Acquisition Corp., ML Merger Sub, Inc. and MoneyLion Inc.) 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 (as defined in the Merger Agreement) shall commence no earlier than November 21, 2021).

Section 9. Restrictive Legend. All certificates representing Restricted Shares shall have affixed thereto a legend in substantially the following form, in addition to any other legends that may be required under federal or state securities laws:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS AND NEITHER THE SECURITIES NOR ANY INTEREST THEREIN MAY BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT OR SUCH LAWS OR AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT AND SUCH LAWS WHICH, IN THE OPINION OF COUNSEL, IS AVAILABLE.

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THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO THE RESTRICTIONS (INCLUDING RESTRICTIONS ON TRANSFER) SET FORTH IN THE AMENDED AND RESTATED BYLAWS OF THE CORPORATION AS IT MAY BE AMENDED AND/OR RESTATED (A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE CORPORATION AND SHALL BE PROVIDED FREE OF CHARGE TO ANY STOCKHOLDER MAKING A REQUEST THEREFOR).

THE SECURITIES REPRESENTED HEREBY SHALL NO LONGER BE SUBJECT TO FORFEITURE IN FOUR EQUAL INSTALLMENTS ON DECEMBER 31, 2021, MARCH 31, 2022, JUNE 30, 2022, AND SEPTEMBER 30, 2022, AS SET FORTH IN AN AGREEMENT BETWEEN THE CORPORATION AND THE REGISTERED HOLDER, OR SUCH HOLDER'S PREDECESSOR IN INTEREST, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE CORPORATION.

Section 10. No Employment Rights. This Agreement is not an employment contract and nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company (or a parent or subsidiary of the Company) to terminate Holder's employment for any reason at any time, with or without cause and with or without notice, or as otherwise set forth in an applicable between the Holder and the Company (or a parent or subsidiary of the Company).

Section 11. Notices.

All notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally or sent by registered mail,

postage prepaid, return receipt requested, or via facsimile, addressed as follows:

If to the Company, to:
MoneyLion Inc.
30 West 21st Street, Ninth Floor
New York, New York 10010
Attention: General Counsel's Office
Email: legal@moneylion.com

with a copy to:

DLA Piper LLP (US)
51 John F. Kennedy Parkway, Suite 120
Short Hills, New Jersey 07078
Attention: Andrew Gilbert, Esq.
Email: Andrew.gilbert@us.dlapiper.com

If to the Holder, to:

or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. If mailed, as aforesaid, any such communication shall be deemed to have been given on the third business day following the day on which the piece of mail containing such communication is posted.

Section 12. Governing Law; Jurisdiction and Venue; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

(b) ANY ACTION OR PROCEEDING AGAINST THE PARTIES RELATING IN ANY WAY TO THIS WARRANT MAY BE BROUGHT AND ENFORCED IN THE COURTS OF THE STATE OF DELAWARE OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, TO THE EXTENT SUBJECT MATTER JURISDICTION EXISTS THEREFOR, AND THE COMPANY IRREVOCABLY SUBMITS TO THE JURISDICTION OF BOTH SUCH COURTS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING. THE COMPANY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION OR PROCEEDING IN THE COURTS OF THE STATE OF DELAWARE LOCATED IN NEW CASTLE COUNTY OR THE DISTRICT OF DELAWARE AND ANY CLAIM THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN ANY INCONVENIENT FORUM. ANY JUDGMENT MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

(c) THE COMPANY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS WARRANT.

Section 13. Assignment. Except in connection with any transfer of this Agreement in accordance with the terms and conditions herein, no right or obligation arising under this Agreement may be assigned by the Holder without the prior written consent of the Company. This Agreement shall bind and inure to the benefit of the Company, the Holder and each of their respective permitted successors and permitted assigns.

Section 14. Counterparts. This Agreement may be executed in counterparts (including by facsimile or email transmission), all of which together shall constitute one and the same agreement.

Section 15. No Amendment, Modification, Waiver, etc. No provision of this Agreement may be amended, modified or waived without the prior written consent of the Company and the Holder.

Section 16. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

* * * *

Execution Version

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer as of the date first written above.

MONEYLION INC.

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

[HOLDER]

Joint Filing Agreement

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the common stock of MoneyLion Inc. and further agree that this Joint Filing Agreement be included as an Exhibit to such joint filings. In evidence thereof, the undersigned have executed this Joint Filing Agreement this 2nd day of June, 2023.

/s/ Daniel Fried
Daniel Fried

/s/ Patrick Capra
Patrick Capra

/s/ Jeffrey Frommer
Jeffrey Frommer

/s/ Lyusen Krubich
Lyusen Krubich