

Business Deposit Account Agreement

Please read this Business Deposit Account Agreement (this “Blue Ridge BDAA”) carefully and retain it for your future reference. This Blue Ridge BDAA contains the general terms, conditions, and disclosures related to the demand deposit account (the “Account”) made available to eligible businesses by Repool, Inc. (“Repool”), which is the entity responsible for managing the Account program, in collaboration with Blue Ridge Bank, N.A. (the “Bank”), which is the entity providing the banking services associated with the Account. For the avoidance of doubt, Repool provides no banking services under this Blue Ridge BDAA.

When you see the words “we,” “us,” or “our” in this Blue Ridge BDAA, it refers to the Bank, Repool acting as agent for the Bank, and any of their respective affiliates, successors, assignees, agents, or service providers. When you see the words “you” or “your,” it refers to you, the commercial owner of the Account, as well as your Authorized Users, representatives, officers, agents, and successors.

By opening or continuing to hold the Account with the Bank, you agree to be bound by this Blue Ridge BDAA as well as any other agreement or document we may provide to you from time to time in connection with the Account.

IMPORTANT NOTE: THIS BLUE RIDGE BDAA IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTIONS AND YOUR RIGHT TO A JURY TRIAL. THE TERMS OF ARBITRATION AND THE WAIVER APPEAR IN SECTION 8 OF THIS BLUE RIDGE BDAA.

1 Account Overview

1.1 How to Contact Us

You may contact us with any questions or concerns regarding your Account. All communication between you and us will be handled by Repool. The best way to contact us is through Online Banking Services (See Section 1.3 below). You may also contact us by phone or text message at +1 (415) 915-7755 and by email at support@repool.com.

1.2 Type of Account and Eligibility

The Account is a non-interest-bearing, non-consumer demand deposit account used to hold your business deposits and make specific types of payments and transfers. To open an Account, you must be a sole proprietorship, corporation, unincorporated association, limited liability company, limited liability partnership, or partnership (collectively, “Business Entity”) formed by Repool pursuant to an agreement between Repool and the Business Entity’s owners (the “Repool Agreement”). The Business Entity must be located within the United States or its territories. Other eligibility requirements may apply. This Account may be used only for the business purposes of your Business Entity and cannot be used for any personal, family, household, or other purposes.

We may decline to open an Account for any reason at the sole discretion of the Bank or Repool. We are not liable for any damages or liabilities resulting from refusal of an Account relationship.

1.3 Online or Mobile Access To Your Account

When you open an Account, you may also be enrolled in an online business banking service or mobile application (collectively, “Online Banking Services”) offered by the Program Partner that you can use to access your Account, view information about your Account, and conduct certain transactions. You may also be given access to various features through the Online Banking Services separate from your Account. If you cancel your enrollment in the Online Banking Services at any time, we may close your Account pursuant to Section 3.13 below.

Unless otherwise specified in this Blue Ridge BDAA, the Online Banking Services and any of its features are governed by the Agreement and Repool’s Privacy Policy, available at <https://repool.com/legal/terms-and-conditions> and <https://repool.com/legal/privacy>, respectively. Please review these documents carefully, because by using the Online Banking Services, you agree to be bound by them. The Online Banking Services are not provided or controlled by the Bank or this Blue Ridge BDAA, and you agree not to hold the Bank liable for issues that may arise from your use of those services or features.

1.4 Paperless Account

To open an Account, you must agree to go “paperless.” This means that you must (1) provide us with, and continue to maintain, a valid email address; and (2) accept electronic delivery of all communications that we need or decide to send you in connection with your Account by agreeing to our Electronic Disclosure and Consent Agreement (the “EDCA”), available at <https://repool.com/legal/edca>.

1.5 Authorized Users

You may be given the ability to designate additional individuals (“Authorized Users”) whom you authorize to access your Account and/or conduct transactions through your Account. By establishing an Authorized User, you understand that any transaction authorization, instruction, or any other action concerning your Account that your Authorized User engages in shall be deemed authorized by you and valid, and we are under no obligation to investigate the authorization, instruction, or activity. You also agree that you will not hold us liable for acting upon any such authorization, instruction, or activity. We will continue to treat all actions taken by your Authorized User as authorized by you until you revoke the Authorized User’s access to your Account by notifying us by email at support@repool.com. You can also contact us via Online Banking Services or by calling 1-805-218-7273. We also reserve the right to terminate your Authorized User’s access to the Account for any reason and without advance notice.

1.6 How To Open an Account

You may open an account by contacting Repool through support@repool.com.

Any person completing the Account opening process or otherwise completing any Account opening requirements hereby represents and agrees that he or she:

- Is authorized to execute all documents or otherwise complete our requirements in his or her stated capacity;
- Has furnished all documents or other information necessary to demonstrate that authority;
- Will furnish other documents and complete other requirements as we may request; and
- Certifies that, to the best of his or her knowledge, all information provided to us, including information concerning beneficial owners, is complete and correct.

We may refuse to recognize any resolution or document affecting the Account that appears to us to be incomplete, fraudulent, or improperly executed.

Important information about procedures for opening a new Account: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information identifying each person who opens an Account. This means that when you open an Account, we will ask for information that allows us to identify you. We may also ask for a driver's license or other identifying documents for your business, Authorized Users, account owners, and your officers, directors, beneficial owners, controlling shareholders, and others.

1.7 Minimum Deposits and Balances

There is no minimum deposit required to open an Account and no minimum balance you need to maintain in your Account.

1.8 Interest Disclosures

This Account is not interest-bearing. No interest will be paid on this Account.

1.9 Authority

You agree that we may honor and rely upon the instructions or the execution, delivery, and/or negotiation of any check, substitute check, draft, withdrawal order, instruction, or similar instrument or document (collectively, "Items") by any of your Authorized Agents (as defined below) regardless of the necessity or reasonableness of such action, the circumstances of any transactions affected by such action, the amount of the transaction, the source or disposition of any proceeds, and regardless of whether the relevant Items result in payment to the Authorized Agent or an individual obligation of the Authorized Agent or anyone else. "Authorized Agents" means Authorized Users and any person who has signed a signature card, who is authorized by this Blue Ridge BDAA, any resolution, or otherwise to access or use the Account. It also includes any person who has been permitted by you or another Authorized Agent to act on your behalf in dealing with us.

You agree that you may not deny the authenticity, validity, binding effect, and authorization of any action we take in reliance upon the Items provided by an Authorized Agent, unless you have previously revoked such person's authority to access or use your Account by emailing us at support@repool.com, and we have confirmed our receipt and acceptance of your notice.

1.10 Power of Attorney and Attorneys-In-Fact

We may allow you to give another person (known as an "attorney-in-fact") power of attorney to act on your behalf for your Account. You must obtain written approval from us before we will honor any power of attorney. Email us at support@repool.com for approval if you plan to create a power of attorney. Please be aware that it may take up to two (2) weeks for us to review your request. If approved, we will honor orders and instructions from your attorney-in-fact until (1) we receive a written revocation from you; (2) we are notified that you or your attorney-in-fact have died or become incapacitated; or (3) we terminate our acceptance of the power of attorney. If Repool has been granted a power of attorney in the Repool Agreement, we will consider it approved as a matter of course.

We may terminate our acceptance at any time, for any reason, and without notice to you, and you agree not to hold us liable for any damages that may result from such action. You also agree to hold us harmless for any actions we take based on the instructions of your attorney-in-fact, including if it is later determined that your power of attorney was invalid or improperly executed.

1.11 Death or Incapacitation

You agree that if we receive notification or if we have reason to believe that you or any Authorized User has died or become legally incapacitated, we may place a hold on your Account and refuse all transactions until we know and have verified the identify of your successor. Until we receive notice and any required proof of death or incapacitation, we may continue to accept deposits and process transactions to your Account. Your estate will be responsible for repaying us for any tax liability resulting from payment of your account balance to your estate. You agree to hold us harmless for any actions we take based on our belief that you have died or become incapacitated. If certain payments originating from government entities are deposited into your Account after your death, we may be required to return those payments to the originator upon notice.

1.12 Our Relationship With You

By opening an Account, we are establishing an Account relationship with you and committing to act in good faith and to the exercise of ordinary care in our dealings with you as defined by the Uniform Commercial Code as adopted by the Commonwealth of Virginia. This Blue Ridge BDAA and the Account relationship do not create a fiduciary relationship or any other special relationship between you and us.

1.13 Third-Party Service Providers

We work with one or more third-party service providers, including Unit Finance Inc. (“Unit”), in connection with your Account. Unit may assist us in processing transactions, handing account operations, and providing technological connection to Repool and the Bank. By using your Account, you license and authorize us to access information maintained by Unit and/or other third parties, on your behalf as your agent, and you expressly authorize such third parties to disclose your information to us. In particular, you agree that Unit may perform any functions on your Account that we are otherwise authorized to perform and that Unit’s access and use of your information will be governed by the terms of Unit’s Privacy Policy, available at <https://www.unit.co/clients-privacy-policy>.

1.14 Confidentiality and Our Privacy Policy

Your privacy is important to us. Under this Blue Ridge BDAA, we will only disclose information about your Account or the transactions you make in accordance with our Privacy Policy, available at <https://www.mybrb.com/privacy-policy.html>. Unit may also disclose information concerning your Account and transactions that it obtains as a third-party service provider in accordance with Unit’s Privacy Policy, available at <https://www.unit.co/clients-privacy-policy>. By opening an Account, you agree to both our and Unit’s privacy policies.

In addition, we disclose your information to Unit to facilitate the Account and for other ancillary purposes. You agree to Unit’s use of your information in accordance with the terms of Unit’s Privacy Policy, available at <https://www.unit.co/clients-privacy-policy>.

1.15 Cell Phone Communications

By providing us with your cellular phone or other wireless device number, you are expressly consenting to receiving non-marketing communications at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an auto-dialer, from us and our affiliates and agents. This consent applies to all telephone numbers you provide to us now or in the future. Your telephone or mobile service provider may charge you for these calls or messages. You also agree that we may record or monitor any communications for quality control and training purposes.

1.16 Our Business Days

Our business days are Monday through Friday, excluding federal holidays.

2 Your Account Responsibilities

We strive to keep your Account secure and provide you with tools and services to help you manage your Account. However, there are certain things you should do to protect your Account and your funds.

2.1 Notify Us If Your Information Changes

You must notify us immediately if there is a change to your business or trade name, the names of any individual or Authorized User with access to your Account, telephone number, mailing address, email address, or any other information you have provided us so that we can continue to provide you with statements and important notices concerning your Account.

2.2 Keep Track of Your Transactions and Available Balance

It is important that you keep track of your transactions and the funds in your Account that are available for you to use ("Available Balance") by reviewing your transaction history. It is also important to understand that your Available Balance may not reflect transactions you have authorized that have not yet been presented to us for payment.

You are also responsible for reviewing your Account statements as they are made available to you for errors or unauthorized activity. If you identify an error or unauthorized activity, you must notify us promptly to avoid losing your money. Please refer to Sections 3.11, 4.5, 4.6, and 5.11 for information concerning errors and unauthorized activity.

2.3 Protect Your Account Information

It is important that you protect your Account information to prevent unauthorized transactions and fraud. Keep your Account number and statements secure at all times and be careful about whom you share this information with. If Repool provides you with access to Online Banking Services, make sure to also keep your computer or mobile device secure at all times and avoid accessing the Online Banking Services when others can see your screen.

If your Account number, mobile device, or Online Banking Services login credentials are lost or stolen, notify us immediately to keep your losses to a minimum. Please refer to Section 4.5 for information and applicable deadlines for notifying us of losses or theft.

3 General Rules Governing Your Account

You understand that any payment instruction or activity performed using any Online Banking Services provided to you by Repool shall be deemed authorized by you and valid, and we are under no obligation to investigate the instruction or activity.

3.1 Deposits Into Your Account

You may make deposits into your Account using any of these methods described below. We do not charge you any fees for making deposits.

Deposit Method	Limitations for Your Account
Direct Deposits*	No limits
Direct payments/ACH debits via ACH Origination Service (see Section 5) <i>(deposits resulting from payment requests initiated from your Account)</i> And ACH transfers to your Account from a Linked Bank Account (as defined below) with another institution (See section 3.7)**	\$100,000/day; 1,000,000/month
Internal transfers between eligible accounts managed by Repool	No limits
Domestic wire	No limits
* The recipient's name on any direct deposit or ACH transfer must match the name on the Account or the deposit may be returned to the originator. ** You may transfer funds between your Account and another bank account. The Linked Bank Account must be located in the United States.	

You understand and agree that, to initiate deposits via direct payments/ACH debit, you must comply with the ACH Origination Service security procedures described in Section 5.4 below.

We do not accept deposits by mail or cash, paper check, or foreign currency deposits: We are not liable for deposits of any kind that you mail to us, including if it is lost in transit, lost in the mail, or otherwise not received by us.

- **Cash:** We do not accept cash deposits made by mail. If you mail us a cash deposit, we will send the cash back to you.
- **Paper Checks:** If you mail a paper check to us, including personal or business checks, money orders, or cashier's checks, we may apply the check to any negative balance you may have on your Account or send the check back to you.

- **Foreign Currency:** We do not accept any deposits in foreign currency. Any deposits received in foreign currency, whether in the form of cash or check, will be sent back to you.

We will send all items back to the address we have for you, and we are not liable if you do not receive the items.

You may only deposit with us funds that are immediately available, which under applicable law are irreversible and are not subject to any lien, claim, or encumbrance.

For more information about deposits and when funds from a deposit will be made available to you, please refer to Section 3.2.

3.2 Our Funds Availability Policy

It is our policy to make deposits made to your Account each business day available for withdrawal according to the table below. The end of the business day is referred to as the “deposit cut-off time.” If you make a deposit before our deposit cut-off time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after deposit our cut-off time or on a day we are not open, we will consider the deposit to be made on the next business day that we are open.

If you make a deposit via...	The cut-off time is...	And those funds are available...
Internal transfer between two Accounts you have with us	N/A	Immediately
Direct deposit	3:00 PM ET	Same business day
Domestic wire	3:00 PM ET	Same business day

The availability of funds transferred to your Account from a Linked Bank Account held by another financial institution follow different rules. Please refer to Section 3.7 for more information. In addition, the availability of any funds credited to your Account as a result of transactions initiated via the ACH Origination Service also follow different rules. Please refer to Section 5 for more information.

3.3 ACH Credit Transactions and UCC Article 4A

Credit given by us with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you acknowledge and agree that we are entitled to a refund of the amount credited to you in connection with the ACH credit entry, and the party making payment to you via such entry shall not be deemed to have paid you in the amount of such entry.

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH Transactions (as defined below) involving your Account, we are not required to give next day notice to you of receipt of an ACH item and will not do so. However, we will continue to notify you of the receipt of ACH items through your Account statements.

We may accept on your behalf payments to your Account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed

by the laws of the Commonwealth of Virginia, unless otherwise specified in a separate agreement that the law of some other state shall govern.

3.4 Problems that Could Occur With Deposits

If a deposit or transfer to your Account is returned or rejected by the paying financial institution for any reason, or if there is an error or mistake involving a deposit or transfer, we may deduct the amount of the deposit, transfer, or error without prior notice to you. If there are insufficient funds in your Account at the time, your Account may become overdrawn. Please refer to Section 3.12 concerning overdrafts for more information.

3.5 Transfers To or From Two Accounts You Have With Us

You may transfer funds from one Account in your name to another account in your name held by us that is managed by Repool (an “Internal Transfer”). There are no limits on the number of Internal Transfers you may make, and Internal Transfers are immediately available.

3.6 Withdrawals From Your Account

You may withdraw funds up to the amount of your Available Balance in your Account using any of the following methods and subject to the following limitations:

Withdrawal Method	Limitations for Your Account
Internal Transfers between eligible accounts managed by Repool	None
ACH transfers from your Account to a Linked Bank Account at another institution* (See Section 3.7) And ACH transfers from your Account to another bank account via ACH Origination Services (See Section 5)	\$50,000/day; \$1,500,000/month
Domestic Wire	\$100 minimum per wire transfer
* You may transfer funds between your Account and another bank account. The Linked Bank Account must be located in the United States.	

If you have been issued a debit card or ATM card for your Account, there may also be limitations that apply to your use of the card. Please refer to the applicable cardholder agreement provided to you with your card for information on any applicable limitations and other terms.

You cannot withdraw funds by check, and we do not permit you to create checks drawn on your Account.

Before permitting a withdrawal or other transaction, we may request that you provide us with additional information or documentation that we deem necessary to confirm your identity or to prevent illegal activity. We may refuse the transaction if you do not comply with our request.

3.7 Transfers To or From Linked Bank Accounts

You may be provided with the ability to link another bank account you have with another financial institution ("Linked Bank Account") to your Account with us to make inbound and outbound ACH transfers between the Linked Bank Account and your Account through the Online Banking Services. An "inbound transfer" moves funds into your Account from a Linked Bank Account. An "outbound transfer" moves funds from your Account to a Linked Bank Account. We will facilitate transfers to a Linked Bank Account separate and apart from any access we provide you to the ACH Origination Service (see Section 5 below).

For inbound transfers, we will debit your Linked Bank Account and credit your Account with us on the next business day after you initiate the transfer. The funds you transfer to your Account will be made available to you by the fifth (5th) business day after the funds have been credited to your Account.

For outbound transfers, we will debit your Account with us and credit your Linked Bank Account on the next business day after you initiate the transfer. The financial institution that holds your Linked Bank Account determines when those funds will be made available to you in your Linked Bank Account.

The cut-off time for both inbound and outbound transfers is 3:00 PM ET. Transfer requests that you make on a business day before the cut-off time will be considered initiated on that day. Transfer requests that you make after the cut-off time, or on a day that is not a business day, will be considered initiated the following business day.

There are limits to the dollar amount of both inbound and outbound transfers you can make. Please see sections 3.1 and 3.6.

You agree that you will attempt to link only a bank account for which you have the authority to transfer funds. You also agree to indemnify and hold us harmless from any claims by any business or person related to the Linked Bank Account, including any other owner of the Linked Bank Account. You may link only a bank account that is a deposit account, such as a checking, savings, or money market account.

3.8 No Illegal Activity, Internet Gambling and Right to Refuse Transactions

You must not use your Account for any illegal purposes or, regardless of whether it is legal or illegal, for internet gambling. We may deny any transaction or refuse to accept any deposit that we believe is related to illegal activity, online gambling, or for any other reason at our discretion.

3.9 How We Post Transactions To Your Account and Determine Your Available Balance

3.9.1 Posting Overview

To understand how we post transactions to your Account, it is important to first understand the difference between your Available Balance and your ledger balance. Your Available Balance is the amount of money you have in your Account at any given time that is available for you to use. Your ledger balance is the balance in your Account at the beginning of the day after we have posted all transactions to your Account from the day before. We use your Available Balance to authorize your transactions throughout the day and determine whether you have sufficient funds to pay your transactions. Here are some additional terms that are helpful to understand:

- Credit and debit – A credit increases your balance and a debit decreases your balance.
- Post or posted – Transactions that are paid from or deposited to your Account. Posted transactions will either increase or decrease both your Available Balance and your ledger balance.
- Pending – Transactions that we receive notice of and are scheduled to post to your Account. Pending transactions affect your Available Balance, but not your ledger balance.

3.9.2 Posting Order

We receive transactions throughout the day and post them to your Account as they are received and in the order that they are received.

We may change the order in which we post transactions to your Account at our discretion and without notice to you. It is therefore important for you to keep track of the deposits you make and the transactions you authorize in order to make sure there are sufficient funds in your Account to cover all transactions and any applicable fees.

3.9.3 Determining Your Available Balance

To determine your Available Balance, we start with your ledger balance at the beginning of the business day, add any pending credits or deposits that we make available to you, and subtract any card authorizations and pending debits. All transactions are debited or credited from your Available Balance in the order received.

You may check your available balance by emailing us at support@repool.com. Keep in mind that your Available Balance may not reflect every transaction you have initiated or previously authorized. For example, your Available Balance may not include transactions you have authorized that we have not received.

3.10 Statements

Statements will periodically be provided to you via email if your Account is not inactive. You will receive a statement monthly if you have transactions on your Account during the statement period. If there were no transactions on your Account, we may not provide you with statements or may provide you with statements on a less frequent basis. You will not receive paper statements.

3.11 Errors On Your Account and Limitations of Liability

You agree to carefully review your statements and promptly report to us any suspected errors or unauthorized activity by email at support@repool.com within thirty (30) days after we make the statement available to you. You can also contact us regarding errors via Online Banking Services or by calling 1-805-218-7273. Unless otherwise specified in this Blue Ridge BDAA or required by applicable law, if you do not provide us with timely notice of an error or unauthorized activity, we will deem our records concerning your Account to be correct, and you agree that we will not be liable to you for any loss you suffer relating to the error or unauthorized activity. You further agree that we may debit or credit your Account at any time and without notice to you to correct an error or address unauthorized activity.

In any case, our maximum liability to you will never exceed the amount of actual damages proven by you. Our liability may also be further reduced by the amount of the loss that is caused by your own negligence or lack of care, as well as any recovery of the loss you obtain from third parties. Please refer to Section 4 for additional information concerning errors and unauthorized transactions involving electronic fund transfers and related limitations of liability. There may also be other limitations of liability contained in this Blue Ridge BDAA.

3.12 Overdrafts, Nonsufficient Funds and Negative Balances

We do not permit you to overdraw your Account. If the Available Balance in your Account is not sufficient to cover any transaction you have authorized, we may return the transaction or refuse to process the transaction. However, there may be instances where your Account can still go into the negative, such as if a deposit you make is returned. You must make a deposit immediately to cover any negative balance. If your Account has a negative balance for sixty (60) calendar days or more, we may close your Account.

3.13 Closing Your Account and Account Suspensions

You can close your Account at any time and for any reason by sending an account closure request to support@repool.com. You can also contact us regarding closing your account via Online Banking Services or by calling 1-805-218-7273. We reserve the right to refuse your request if you have a negative balance on your Account. We recommend that you transfer or withdraw any funds you may have in the Account prior to submitting a request to close the Account to avoid delays in receiving your funds.

We may also suspend or close your account at our discretion with or without notice. This includes if we believe you are using your Account for fraudulent or illegal purposes or in violation of law, regulation, this Blue Ridge BDAA, or any other agreement you may have with us or Unit, or if you otherwise present undue risk to us or Unit. We may also close your Account if you have not made any deposits or withdrawals from your Account in over twelve (12) months. In addition, cancelling your enrollment in the Online Banking Services with Repool will result in our closure of the Account and our return of your funds. We are not responsible to you for any damages you may suffer as a result of the closure or suspension of your Account.

If your Account is closed with a balance greater than \$1.00, we will return any funds you may have in the Account to you by ACH transfer to another bank account or by paper check. We reserve the right not to return the funds to you if the balance in your Account is \$1.00 or less. The closure of your Account or termination of this Blue Ridge BDAA does not impact any right or obligation that arose prior to closure or termination, or any right or obligation that, by its nature, should survive termination (including, but not limited to, any indemnification obligation by you, our limitations of liability, and any terms governing arbitration).

3.14 Dormancy, Inactivity, and Unclaimed Property

State law and our policy govern when your Account is considered dormant. Your Account is usually considered dormant if you have not accessed your Account, communicated to us about your Account, or otherwise shown an interest in your Account within the period of time specified under applicable law. Each state has varying laws as to when an account becomes dormant, and we may be required to send the balance in your Account if it becomes dormant to the state of your last known address. We will make reasonable efforts to contact you if required by applicable law before transferring the remaining balance of your Account to the applicable state. After we surrender the funds to the state, you must apply to the appropriate state agency to reclaim your funds. You can avoid the surrender of your funds by simply conducting transactions, contacting us about your Account, or replying to any abandoned property notices we may provide to you.

We may also place your Account in an inactive status if you have not had any transaction for at least six (6) months. If your Account becomes inactive, you may not receive statements or be able to conduct certain transactions. Inactive Accounts must be reactivated. Contact us by email at support@repool.com to reactivate your Account. You can also contact us via Online Banking Services or by calling 1-805-218-7273 to reactivate your Account.

3.15 Account Fees and Fee Schedule

There are no fees associated with this Account. Fees are subject to change at any time. We will provide you advance notice of any changes where required by applicable law.

4 Electronic Fund Transfers

Your Account allows you to withdraw funds up to the Available Balance or make deposits through Electronic Fund Transfers (“EFTs”). EFTs are transactions that are processed by electronic means and include, among others, ACH transfers, debit or ATM card transactions, and direct deposits. This Section provides you with information and important disclosures and terms about the EFTs that are permitted on your Account. You may also receive additional services through Online Banking Services provided by Repool, that allow you to initiate EFTs to and from your Account that are not described in this Blue Ridge BDAA. You will be provided separate agreements and disclosures applicable to those services, if any, by Repool.

4.1 Types of EFTs Supported by Your Account

Your Account allows the following types of EFTs:

- Direct deposits; and
- Transfers to or from your Account to or from a Linked Bank Account (see Section 3.7).

4.2 Limitations on EFTs

There are limitations on the frequency and amount of transactions you can make to or from your Account. These limits are different for each type of transaction. For limits that apply to transactions that credit or deposit funds into your Account, please refer to Section 3.1 concerning deposits. For limits that apply to transactions that debit or withdraw from your Account, please refer to Section 3.6 concerning withdrawals. For limits that apply to transfers to or from your Account from a Linked Bank Account, please refer to Section 3.7. These security-related limits may change from time to time.

4.3 Documentation of Your Transactions

We will provide you information about each transaction that debits or credits your Account on your statements. Please refer to Section 3.10 for information about statements. You may also be able to view your transaction history and other information through Online Banking Services provided to you by Repool. You may also contact us via Online Banking Services, by calling 1-805-218-7273 or via email at support@repool.com for information concerning your Account or your transactions.

4.4 Preauthorized Transfers, Stop Payments, and Notices of Varying Amounts

If you authorize us or another company or person to withdraw from your Account on a regular basis (such as when you sign up for “autopay” to pay a recurring bill or invoice), it is called a Preauthorized Transfer. You may request that we place a stop payment on Preauthorized Transfers, as well as get a notification when the amount of a particular withdrawal will be different from the amount of the last withdrawal.

4.4.1 How to Request a Stop Payment

If you authorize a third party to take payments from your Account on a regular basis through a Preauthorized Transfer, you can place a stop payment on those payments by contacting us by email at support@repool.com at least three (3) business days before the next payment is scheduled to be made. You can also request a stop payment via Online Banking Services or by calling 1-805-218-7273.

You must provide us with (1) your name, (2) your Account number, (3) the company or person taking the payments, and (4) the date and amount of the scheduled payment you wish to stop. If you want all future payments to that company or person stopped, be sure to tell us that as well. If you do not provide us with the correct information, such as the correct payee or the correct amount of the payment you wish to stop, we may not be able to stop the payment.

4.5 Questions About Your EFTs and Reporting Errors or Unauthorized EFTs

You may contact us at 1-805-218-7273, via Online Banking Services, or email at support@repool.com with questions concerning EFTs that occur on your Account.

You may also contact us using those methods to report suspected errors or unauthorized EFTs. Be sure to contact us immediately if you believe that an error or unauthorized EFT has occurred or may occur concerning your Account, or if you believe that your Account, debit card, ATM card, or Online Banking Services login credentials have been lost, stolen, or compromised. You must contact us no later than thirty

(30) days after we sent the FIRST statement on which the error or unauthorized EFT appeared. You must provide us with the following information:

- Your name and Account number;
- A description of the error or the EFT you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and
- The dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing by email within ten (10) business days.

After receiving your notice of error or unauthorized EFT, we will investigate and provide you with the results and any corrections we make to your Account within a commercially reasonable time.

4.6 Our Liability for a Failure To Complete A Transaction, Unauthorized Transactions, or Failure to Stop a Payment

We will respond to notices of errors or unauthorized EFTs and requests to stop payments in a commercially reasonable manner and time. You agree that in no event will we be liable in an amount exceeding the lesser of five thousand dollars (\$5,000) or the actual amount of your loss. You also agree that we will not be liable for any amount of loss that you may incur if you:

- Do not tell us about an error or unauthorized EFT within thirty (30) days after the first statement showing the error or unauthorized EFT is made available to you; or
- If you do not provide us with the information necessary to place a stop payment on a Preauthorized Transfer in a timely manner.

In addition, we are not liable for any losses you may incur in any of the following circumstances:

- If the Available Balance in your Account is not sufficient to complete the transaction through no fault of ours;
- If the failure is due to an equipment or system breakdown, such as a problem with the Online Banking Services provided by Repool, that you knew about before you began a transaction;
- The failure was caused by an act of God, fire or other catastrophe, or any other cause beyond our control despite reasonable precautions we have taken;
- If your funds are not available due to a hold or if your funds are subject to legal process;
- If we do not complete a transaction because we or Unit has reason to believe the transaction is unauthorized or illegal; or
- If your Account is closed or inactive.

- There may be additional exceptions stated in our or Unit's agreements with you or permitted by applicable law.

5 ACH Origination Service

5.1 Description of ACH Origination Service

The ACH Origination Service allows you to instruct us to create and/or send a NACHA formatted file on your behalf to execute the transfer of funds to/from another financial institution to disburse/concentrate funds or to make payments/collect funds to/from another party via the system. All transactions executed through the ACH Origination Service described above will be collectively known as "ACH Transactions." The ACH Origination Service is accessible only through the Online Banking Services. Your use of and access to the ACH Origination Service is separate and apart from your ability to facilitate transfers via ACH to a Linked Bank Account (see Section 3.7).

We will facilitate only Internet-Initiated/Mobile Entry ("WEB") and Corporate Credit or Debit Entry ("CCD") ACH Transactions through the ACH Origination Service. We will select, at our sole discretion, whether to facilitate any given ACH Transaction as a WEB transaction or CCD transaction.

Unless otherwise defined in this Blue Ridge BDAA, capitalized terms that appear in this Section 5 shall have the meanings set forth in the Operating Rules (the "Rules") of the National Automated Clearing House Association ("NACHA").

5.2 Processing Deadlines

Except as provided in Security Procedures in Section 5.4 below, we shall (1) process entries received from you to conform with the file specifications set forth in the Rules, (2) transmit such entries as an Originating Depository Financial Institution to the Federal Reserve Bank, and (3) settle for such entries to the specified accounts as provided in the Rules.

We shall transmit such entries to the Federal Reserve Bank by the deadline of the ACH one business day prior to the Effective Entry Date shown in such entries, provided (1) such entries are received by 3:00 PM ET on a business day, (2) the Effective Entry Date is at least two days after such business day, and (3) the Federal Reserve is open for business on such business day. For purposes of this Section, a "business day" is a day in which the Federal Reserve Bank is opened to the public for carrying on substantially all of its business, other than a Saturday, Sunday, or legal holiday.

If any of the requirements of clause (1), (2), or (3) listed in the immediately prior paragraph is not met, we shall use reasonable efforts to transmit such entries to the Federal Reserve Bank by the next deposit deadline on which the Federal Reserve is open for business.

5.3 ACH Rules

When engaging in any transaction through the ACH Origination Service, you agree to comply with the Rules. You can obtain a copy of the Rules from NACHA at 13450 Sunrise Valley Drive, Suite 100 Herndon, VA 20171; instructions for obtaining a copy of the Rules are also available at www.nacha.org. You agree to comply with and be bound by the Rules. In the event you violate any of the applicable Rules and NACHA imposes a fine on us because of your violation, we may charge the fine to you. We agree to inform you of

revisions to the Rules of which we have knowledge. Our current process does not support the origination of IAT's (International ACH Transactions).

5.4 Security Procedures

Our security procedures or security requirements are integrated into the Online Banking Services, and you acknowledge and agree that these security procedures are a commercially reasonable method of providing security against unauthorized payment orders. You agree to submit ACH origination requests solely through the Online Banking Services.

5.5 Our ACH Origination Obligations

In a timely manner and in accordance with the Rules, we will process, transmit, and settle the entries received from you, which comply with the terms of this Blue Ridge BDAA and/or any addendums or future addendums.

5.6 Warranties

You warrant and agree that:

- Each entry is accurate, timely, and has been authorized by the party whose account will be credited or debited, and otherwise complies with the Rules;
- Each debit entry is for an amount, which on the settlement date with respect to it, will be owing to you from the party whose account will be debited, is for a sum specified by such party to be paid to you, or is a correction of a previously transmitted erroneous credit entry;
- You have complied with all pre-notification requirements of the Rules; and
- You will comply with the terms of the Electronic Funds Transfer Act, if applicable, or Uniform Commercial Code Article 4A if applicable, and the laws of the United States. You shall otherwise perform your obligations under this Blue Ridge BDAA in accordance with all applicable laws and regulations. You shall indemnify us against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties or agreements.

5.7 Authorized Daily Dollar Limits

There are limitations on the frequency and amount of ACH Transactions you can originate from your Account using the ACH Origination Service. For limits that apply to transactions that credit or deposit funds into your Account, please refer to Section 3.1 concerning deposits. For limits that apply to transactions that debit or withdraw from your Account, please refer to Section 3.6 concerning withdrawals. These security and related limits may change from time to time.

Inherent to the implementation of any ACH Origination Service is a degree or risk assumed by us. It is possible for you to expose us to significant financial liability if you do not have sufficient funds on deposit in the Account to settle ACH Transactions or returns. We reserve the right to periodically request and review your financial information and revoke your access to ACH Origination Service if we believe, in our sole discretion, that you cannot financially support your liability for ACH Transactions originated from the Account.

The following types of ACH Transactions may be originated using the Account and the Online Banking Services: CCD and WEB.

5.8 Provisional Credit

You acknowledge that the Rules make provisional any credit given for an entry until the financial institution crediting the account specified in the entry receives final settlement. If the financial institution does not receive final settlement, it is entitled to a refund from the credited party and the originator of the entry shall not be deemed to have paid the party.

5.9 Settlement

You will maintain the Account during the term of this Blue Ridge BDAA. You will maintain in the Account as of the applicable settlement date immediately available funds sufficient to cover all credit and debit entries initiated by you. You authorize us to debit the Account on the applicable settlement date in the amount of each entry. In the event there are not sufficient available funds in the Account to cover your obligations under this Blue Ridge BDAA, you agree that we may debit any account maintained by you with us or that we may set off against any amount we owe to you, to obtain payment of your obligations under this Blue Ridge BDAA.

5.10 Cancellation or Amendment

You shall have no right to cancel or amend any entry/file after its receipt by us. However, we shall use reasonable efforts to act on a request, in writing, by an Authorized User to cancel an entry/file before transmitting it to the Federal Reserve Bank. Any such request shall comply with the security procedures described in Section 5.4 above. You may be required to submit a new transfer request in writing or electronically through the Online Banking Services. We shall have no liability if the cancellation or change is not affected.

5.11 Reversals

You may request the reversal of an entry for erroneous or duplicate transactions that have been transmitted to the Federal Reserve by contacting us through the Online Banking Services.

5.12 Rejection of Entries

We shall reject any entry, including an on-us entry (i.e., ACH Transactions between two accounts held by us), which does not comply with the requirements of this Blue Ridge BDAA and may reject any entry if you are not otherwise in compliance with the terms of this Blue Ridge BDAA. We shall notify you by email or via the Online Banking Services of such rejection no later than the business day such entry would otherwise have been transmitted by us to the ACH or, in the case of an on-us entry, its effective entry date.

5.13 Returned Entries

We shall notify you by email or via the Online Banking Services of the receipt of a returned entry from the Federal Reserve no later than one business day after the business day of such receipt. We shall have no

obligation to re-transmit a returned entry if we complied with the terms of this Blue Ridge BDAA with respect to the original entry.

You agree not to exceed ninety five percent (95%) of any thresholds set forth in the NACHA Rules for returns on the basis that the ACH Transaction was unauthorized, returns for administrative reasons, or all returns regardless of the cause in any thirty (30) day period. You further agree not to exceed 0.5% returns on the basis that the ACH Transaction was unauthorized in any thirty (30) day period irrespective of whether any NACHA thresholds have been exceeded. Returns on the basis that the ACH Transaction was unauthorized will be assigned a NACHA return status of R07 (“authorization revoked by customer”), R10 (“customer advises not authorized”), or R29 (“corporate customer advises not authorized”).

We reserve the right to limit, suspend, or terminate your ACH Origination Service privileges for any violation of this Section 5.13.

5.14 Notifications of Change

We shall notify you by email or via the Online Banking Services if we receive any “notifications of change” related to entries that you transmit no later than five (5) business days after our receipt of the notice.

5.15 Fees

You agree to pay us for the ACH Origination Service provided under the Blue Ridge BDAA in accordance with the current schedule of fees in Section 3.15 above. We may change our fees from time to time upon written notice.

5.16 Audits

We shall have the right to audit any records for compliance with the Blue Ridge BDAA, the Rules, and any other agreements between you and the Bank relating to ACH Transactions originated by you.

5.17 ACH Origination Service Liability, Limitations on Liability, and Indemnity

WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE ACH ORIGINATION SERVICE EXPRESSLY PROVIDED FOR IN THIS BLUE RIDGE BDAA AND SHALL BE LIABLE ONLY FOR OUR GROSS NEGLIGENCE IN PERFORMING THIS SERVICE. WE SHALL NOT BE RESPONSIBLE FOR YOUR ACTS OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, THE AMOUNT, ACCURACY, OR TIMELINESS OF TRANSMITTAL OR AUTHORIZATION OF ANY FILE RECEIVED FROM YOU) OR THOSE OF ANY OTHER PERSON. WE ARE AUTHORIZED BY YOU TO PROCESS TRANSACTIONS IN ACCORDANCE WITH THE INFORMATION THAT WE RECEIVE IN THE ISSUED FILE TRANSMISSION FROM YOU. YOU SHALL BE SOLELY RESPONSIBLE FOR THE INFORMATION CONTAINED IN THE FILE, AND WE SHALL HAVE NO RESPONSIBILITY FOR ERRONEOUS DATA PROVIDED BY YOU. YOU WILL INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY LOSS, CHARGE, LIABILITY, COST, FEE, OR EXPENSE (INCLUDING ATTORNEYS' FEES AND EXPENSES) WE SUFFER OR INCUR RESULTING FROM ANY THIRD-PARTY LAWSUIT, CLAIM, ARBITRATION, OR OTHER ACTION, ACTUAL OR THREATENED, ARISING UNDER OR IN CONNECTION WITH THIS BLUE RIDGE BDAA.

IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT LOSS OR DAMAGE THAT YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS BLUE RIDGE BDAA, INCLUDING

LOSSES OR DAMAGES FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS BLUE RIDGE BDAA.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING PROVISIONS, WE SHALL BE EXCUSED FROM FAILING TO ACT OR DELAY IN ACTING IF SUCH FAILURE OR DELAY IS CAUSED BY LEGAL CONSTRAINT, INTERRUPTION OF TRANSMISSION OR COMMUNICATION FACILITIES, EQUIPMENT FAILURE, WAR, NATURAL DISASTER, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND OUR CONTROL. NOTWITHSTANDING THE ABOVE, WE WILL REIMBURSE YOU FOR EXPENSES INCURRED (E.G. WIRE FEES) IN THE EVENT OF OUR FAILURE OR DELAY IN TRANSFERRING FUNDS SOLELY CAUSED US.

IN ADDITION, WE SHALL BE EXCUSED FROM FAILING TO TRANSMIT (OR ANY DELAYS IN TRANSMITTING) AN ENTRY IF SUCH TRANSMITTAL WOULD RESULT IN OUR HAVING EXCEEDED ANY LIMITATION UPON OUR INTRA-DAY NET FUNDS POSITION ESTABLISHED PURSUANT TO PRESENT OR FUTURE FEDERAL RESERVE GUIDELINES OR IN OUR REASONABLE JUDGMENT OTHERWISE VIOLATE ANY PROVISION OF ANY PRESENT OR FUTURE RISK CONTROL PROGRAM OF THE FEDERAL RESERVE, OR ANY RULE OR REGULATION OF ANY OTHER U.S. GOVERNMENTAL REGULATORY AUTHORITY. IF YOUR ACCOUNT WITH US IS INTEREST-BEARING AND SUBJECT TO THE FOREGOING LIMITATIONS, OUR LIABILITY FOR LOSS OF INTEREST RESULTING FROM OUR ERROR OR DELAY SHALL BE CALCULATED BY USING A RATE EQUAL TO THE AVERAGE FEDERAL FUNDS RATE SET BY THE FEDERAL RESERVE BANK FOR THE PERIOD INVOLVED. AT OUR OPTION, PAYMENT OF SUCH INTEREST MAY BE MADE BY CREDITING THE ACCOUNT RESULTING FROM OR ARISING OUT OF ANY CLAIM OF ANY PERSON WE ARE RESPONSIBLE FOR, ANY ACT OR OMISSION OF YOU OR ANY OTHER PERSON.

PERFORMANCE INTERRUPTION OF THE ACH ORIGATION SERVICE FOR ANY REASON SHALL NOT RELIEVE YOU OF YOUR OBLIGATION TO MAKE ANY TAX DEPOSIT, AND WE WILL INCUR NO LIABILITY TO YOU FOR YOUR FAILURE TO MAKE ANY REQUIRED TAX PAYMENT BY OTHER MEANS IN THE EVENT OF SUCH INTERRUPTIONS.

5.18 Inconsistency of Name and Account Number

You acknowledge that, if an entry describes the Receiver inconsistently by name and/or account number, payment of the entry may be made on the basis of the account number even if it identifies a person different from the named Receiver. You are solely responsible for providing correct information for all ACH Origination Service requests through the Online Banking Services.

5.19 Termination

You may cancel your ACH Origination Service at any time by providing us with written notice. Your access to the ACH Service through Online Banking Services will be suspended within three (3) business days of our receipt of instructions to cancel your ACH Origination Service from any Authorized User. We shall be entitled to rely on any written notice believed by us, in good faith, to be signed by any Authorized User. We shall have no obligation to transmit entries if you are in default of any of your obligations under this Blue Ridge BDAA, including the obligation to pay any related fees for each credit and debit entry.

You will remain responsible for all transactions that occur prior to termination, whether termination by you or by us, and for any fees and charges incurred prior to the date of termination. Any unprocessed transactions, including future dated and recurring transactions, will be cancelled as a result of termination of your ACH Origination Service. You agree that we can terminate or limit your access to the ACH Origination Service for any of the following reason without prior notice:

- If you have insufficient funds in your Account. The ACH Origination Service may be reinstated, at our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
- You breach of any term of this Blue Ridge BDAA and/or the Rules.

In addition, you agree that we can terminate or limit your access to the ACH Origination Service upon reasonable notice (including immediate), for cause (including the foregoing) or without cause, in our sole discretion.

If we terminate or limit your access to the ACH Origination Service for any reason, any unprocessed transactions, including future dated and recurring transactions, will be cancelled as a result of termination of your ACH Origination Service.

5.20 Notice Disclosure

Under the operating rules of NACHA, which are applicable to ACH Transactions involving your Account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide you.

6 Wire Transfers

The Account may permit domestic wire transfers through Online Banking Services provided to you by Repool.

6.1 Types of Wire Transfers Supported by Your Account

Your Account may support domestic wire transfers. If wire services are made available to you, your Account will be able to both receive and initiate wire transfers.

We may select any means for the transmission of funds that we consider suitable. We may make use of correspondents, agents, subagents, and funds transfer and communication systems. Such third parties shall be deemed your agents, and we shall not be liable for any errors, delay, misdelivery, or failure of delivery by any of them unless applicable law says otherwise.

We will not be liable for our inability to perform our obligations under this Blue Ridge BDAA when such inability arises out of causes beyond our control, including, but not limited to, any act of God, accident, labor disputes, power failures, system failure, equipment malfunction, suspension of payment by another bank, refusal or delay by another bank to accept the wire transfer, war, emergency conditions, fire, earthquake, or the failure of any third party to provide any electronic or telecommunication service used in connection with the execution or cancellation of a wire transfer.

6.2 Limitations on Wire Transfers

There are limitations on the frequency and amount of transactions you can make to or from your Account. These limits are different for each type of transaction. For limits that apply to transactions that credit or deposit funds into your Account, please refer to Section 3.1 concerning deposits. For limits that apply to

transactions that debit or withdraw from your Account, please refer to Section 3.6 concerning withdrawals. There may be limits on the beneficiaries who can receive a wire transfer you initiate from your Account. These security-related limits may change from time to time.

6.3 Cut-Off Times for Wire Transfers

We have cut-off hours for processing wire transfers. If a wire request is received by 3:00 PM ET on a Business Day and verified through our security procedures outlined in the section below titled "Security Procedures," funds will be processed the same business day. If it is received after 3:00 PM ET or on a non-Business Day and verified through our security procedures, funds may be processed the next business day.

We may treat any wire transfer request received at or after our cut-off time as if it was received that business day, or we may treat it as if it were received at the opening of the next business day.

6.4 Security Procedures

You agree and consent to the use of certain security procedures by us to confirm the validity of the wire transfer request made pursuant to this Blue Ridge BDAA. You understand the security procedures are not designed to detect errors in the content of the wire transfer request or to prevent duplicate transfers. Some elements of the procedures will vary, depending upon the method used to initiate a wire transfer. You hereby agree that your utilization of any security procedure established hereunder shall constitute your agreement to its use and affirmative acknowledgment of its commercial reasonableness.

You further agree that any wire transfer request that is acted upon in good faith by us in compliance with these security procedures, whether in fact authorized by you, shall constitute an authorized wire transfer.

6.5 Liability for Incorrect Wire Transfers

You are responsible for providing us with the accurate name and account number for wire transfers, and we are responsible for transmitting money to the account number you provided.

When you provide us with a name and account number for us to process a wire transfer, we may make payment solely on the basis of the account number, even if the account number identifies a person different from the beneficiary so named. We or an intermediary bank may send a wire transfer to an intermediary bank or beneficiary's/designated recipient's bank based solely on the bank identifying number, even if the payment order indicates a different name. You should be very careful when providing the account number for a wire transfer.

If you have provided us with the wrong account number, there may be no way to correct the error or retrieve the funds. You agree that you will pay the amount of a wire transfer even in such circumstances. You are responsible for any losses resulting from an incorrect account number or your misidentification of the beneficiary/designated recipient.

If you suspect that a wire transfer is wrong or if you need more information about a wire transfer, you must contact us by email at support@repool.com as soon as possible and no later than fourteen (14) days after you receive your monthly statement. You can also contact us via Online Banking Services or by calling 1-805-218-7273. If you do not tell us about an error, we will not have any obligation to pay interest (if

your Account is interest-bearing) on the amount of an unauthorized or erroneous wire transfer for which we are liable, and you will also be liable to us for any damages or losses we may incur.

6.6 Payment

You must pay us the amount of the wire transfer, plus any applicable fees, before we will execute the wire transfer request. Please see Section 3.15 of this Blue Ridge BDAA for fees applicable to wire transfers.

6.7 Execution of Wire Transfers

A wire transfer request is considered accepted by us when we execute it. Please refer to Section 5.2 concerning cut-off times for more details. You can verify whether your wire transfer request has been executed by via Online Banking Services, calling us at 1-805-218-7273, or via email at support@repool.com.

We have no responsibility to accept any incoming wire transfer(s) for your benefit. Likewise, we have a right to reject any wire transfer request(s) for an outgoing wire transfer for reasons including, but not limited to, insufficient or uncollected funds in the account specified in the wire transfer request, a request that fails any requires security procedures, our inability to execute the wire transfer for the reasons set out in Section 6.1 of this Blue Ridge BDAA, or if we are unable to verify the authenticity of the wire transfer request. If we stop a domestic outgoing wire transfer, we will refund any fee we charged for the wire.

If we determine, in our sole discretion, not to honor, execute, or accept a wire transfer request, we will make reasonable efforts to notify you. We will also make reasonable efforts to notify you promptly if a wire transfer is returned to us after its execution. In either case, we shall have no liability by reason of our delay or failure to provide you with notice, and we shall have no obligation to resend a wire transfer if we complied with the original wire transfer request and such wire transfer was returned to us.

6.8 Cancellation or Amendment of Wire Transfer

Once we receive a wire transfer request, it may not be able to be canceled or amended. However, at our discretion, we may use reasonable efforts to act on any request for cancellation or amendment, provided that the method by which we are notified of a request for cancellation or amendment complies with our security procedures. However, we shall have no liability if such cancellation or amendment is not affected. You agree to indemnify and hold us harmless from all liabilities, claims, damages, costs, and expenses we may incur in attempting to cancel or amend the wire transfer. Any cancellation or amendment of a wire transfer by us shall relieve us of any obligation to act on the original wire transfer request.

6.9 Our Liability for Failure to Complete a Wire Transfer

We shall be responsible only for performing the wire transfer service expressly provided for in this Blue Ridge BDAA; provided, however, we shall be liable only for our own gross negligence or willful misconduct in performing such service. We shall not be liable to any third party or for any act or omission of yours or any third party, including, but not limited to, third parties used by us in executing a wire transfer or performing a related act, and no such third party shall be deemed to be our agent. IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSSES, OR EXPENSES ARISING OUT OF OR IN CONNECTION WITH THE WIRE TRANSFER SERVICE, EVEN IF WE HAVE BEEN

ADVISED OF THE POSSIBILITY OF SAME. If your Account is interest-bearing and except as otherwise provided by applicable law, the maximum period for which we shall be liable for interest on any amount to be refunded or paid to you with respect to an unauthorized, erroneous, or other wire transfer request is thirty (30) days.

6.10 Your Liability for Unauthorized Wire Transfers

Except as otherwise provided by applicable law, you shall be liable for any loss or damage to which your negligence contributed or which resulted in unauthorized, fraudulent, or dishonest acts by your current and/or former Authorized Agents. Such liability includes instances when a current or former Authorized Agent effects one or more wire transfers or improperly uses telephone security procedures to effect a wire transfer to your detriment.

6.11 Compliance with Anti-Money Laundering and Exchange Control Regulations and OFAC Enforced Sanctions

You agree to observe all Anti-Money Laundering and Exchange Control laws and regulations, including economic and trade sanctions promulgated by the Office of Foreign Assets Control of the U.S. Department of Treasury in relation to any wire transfer, and you will use all reasonable endeavors to assist us to do likewise. You agree that the information given to us by you is accurate. We may disclose any information given to us that we, in our sole discretion, think necessary or desirable to disclose; except we will disclose confidential information only if required by law, a court, or legal, regulatory, or governmental authority, or as permitted by law to combat, prevent, or investigate issues arising under anti-money laundering laws, economic sanctions, or criminal law.

Sometimes legal, regulatory, or governmental authorities require additional information, in respect of either individuals, entities, or particular transactions. You agree to promptly supply all such information, which any such authority may require, and/or which we may be required to supply, in relation to the individual, entity, or particular transaction.

If you, or your Authorized Agents, breach any such laws or regulations, you irrevocably agree that we may retain any monies or funds transmitted to us pursuant to this Blue Ridge BDAA and/or not fulfill any wire transfer request if we are required to take or refrain from such action by any legal, regulatory, or governmental authority or if we reasonably believe that such action may violate any laws or regulations described herein, and such monies shall not bear interest against us. You further agree that we may pay such monies to the appropriate legal, regulatory, or governmental authority, when required by applicable law.

7 Other Legal Terms and Conditions

7.1 No Assignments

Your Account and your obligations under this Blue Ridge BDAA are not transferable and not assignable as collateral for a loan or for any other purpose. We may transfer our rights under this Blue Ridge BDAA.

7.2 Legal Processes and Claims Affecting Your Account

If we receive a levy, attachment, or other legal process against you (collectively, “Legal Process”), we may refuse to permit withdrawals or transfers from your Account until the Legal Process is dismissed or satisfied. Any Legal Process will be subject to our right of set-off and security interest. You are responsible for any losses, costs, or expenses we incur as a result of any dispute or legal proceeding involving your Account. If we receive a claim against the funds in your Account, or if we know of or believe that there is a dispute as to the ownership or control of funds in your Account, we may, in our discretion: (1) place a hold on your Account and refuse to pay out any funds until we are satisfied that the dispute is settled, (2) close your Account and send the balance to the named Account holder, (3) require a court order to act, or (4) take any other action we feel is necessary to protect us. We will not be liable to you for taking any such action.

7.3 Limitation of Liability and Disclaimer of Warranty

EXCEPT AS REQUIRED BY APPLICABLE LAW, WE ARE NOT LIABLE FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM OUR FAILURE TO ACT, OR ANY DELAY BEYOND TIME LIMITS PRESCRIBED BY APPLICABLE LAW OR PERMITTED BY THIS BLUE RIDGE BDAA IF SUCH FAILURE OR DELAY IS CAUSED BY MAINTENANCE OR INTERRUPTION OR MALFUNCTION OF EQUIPMENT OR COMMUNICATION FACILITIES, UNUSUAL TRANSACTION VOLUME, SUSPENSION OF PAYMENTS BY ANOTHER FINANCIAL INSTITUTION, FIRE, NATURAL DISASTERS, ELEMENTS OF NATURE, GOVERNMENT ACTION, ACTS OF WAR, TERRORISM OR CIVIL STRIFE, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL. EXCEPT AS REQUIRED BY APPLICABLE LAW, OUR LIABILITY TO YOU FOR A CLAIM UNDER THIS BLUE RIDGE BDAA IS LIMITED TO THE FACE VALUE OF THE ITEM OR TRANSACTION, OR THE ACTUAL VALUE OF ANY FUNDS NOT PROPERLY CREDITED OR DEBITED UNLESS OTHERWISE SPECIFIED IN THIS BLUE RIDGE BDAA. IN NO EVENT WILL WE OR UNIT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES UNDER THIS BLUE RIDGE BDAA, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS REQUIRED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE SHALL BE RESPONSIBLE AND LIABLE ONLY FOR OUR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING OUR OBLIGATIONS UNDER THIS BLUE RIDGE BDAA. WE SHALL NOT BE LIABLE TO ANY THIRD PARTY OR FOR ANY ACT OR OMISSION OF YOURS OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES USED BY US IN EXECUTING ANY TRANSACTION CONTEMPLATED BY THIS BLUE RIDGE BDAA OR PERFORMING A RELATED ACT, AND NO SUCH THIRD PARTY SHALL BE DEEMED TO BE OUR AGENT.

IN ADDITION, EXCEPT AS REQUIRED BY APPLICABLE LAW, BLUE RIDGE BANK, N.A. IS NOT LIABLE OR RESPONSIBLE FOR ANY SERVICES OR FEATURES OF ANY ONLINE BANKING SERVICES PROVIDED TO YOU BY REPOOL, INC. WE ARE ALSO NOT LIABLE FOR ANY UNAUTHORIZED ACCESS OF YOUR INFORMATION OR DATA BY A THIRD PARTY DUE TO YOUR USE OF THIRD-PARTY COMMUNICATION CHANNELS NOT OFFERED BY US.

ALL BANK SERVICES AND ACCOUNT FEATURES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE BANK SERVICES OR ACCOUNT FEATURES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED.

7.4 Indemnification

You agree to indemnify and hold us, Unit, and our respective officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries, and/or insurers harmless from any costs, liabilities, losses, damages, suits, and expenses, including reasonable attorneys' fees, that we may incur, without regard to the merit or lack thereof, arising out of, or related in any way to (1) the matters set forth herein; (2) our taking any action or not taking any action that we are entitled to take pursuant to this Blue Ridge BDAA; (3) any action or omission by you under this Blue Ridge BDAA; or (4) our action or inaction under this Blue Ridge BDAA in reliance upon oral, written, or electronic instructions or information from you.

7.5 Our Right of Set-Off and Security Interest

We have the right to set-off any liability, direct or contingent, past, present, or future, that you owe against any accounts you have with us. This means that we can take any funds in your Account or any other accounts you have with us to pay any debt or liability you owe us. You also hereby grant us a security interest in your Account to secure payment of any money that you owe to us or will owe us arising under this Blue Ridge BDAA or any other agreements with us. You acknowledge that this security interest is consensual and in addition to any right of set-off. We may exercise our security interest or right of set-off without regard to the source of the funds in your Account or prior recourse to other sources of repayment or collateral, even if it causes you to incur penalties or suffer any other consequence. You hereby waive any conditions or limits to our right of set-off to the maximum extent permitted by applicable law. We will notify you if we exercise our right to set-off if required by applicable law.

If we take any action to collect debt incurred by you or other amounts you owe us under this Blue Ridge BDAA or defend ourselves in a lawsuit brought by you where we are the prevailing party, you agree to reimburse us for our losses, including, without limitation, reasonable attorneys' fees, to the extent permitted by applicable law. We may charge your Account for our losses without prior notice to you.

7.6 Changes in Terms and Additional Services

We may change this Blue Ridge BDAA, or any fees and features of your Account, at any time by posting an amended Blue Ridge BDAA on Repool's website, <https://repool.com>, and any such amendment shall be effective upon posting. We will give you advance notice of any change where required by applicable law. We may provide such notice to you with your statement, electronically, or by mail. Any notice we provide to you will be binding and sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service. We may change or terminate this Blue Ridge BDAA without notice at our discretion or to comply with any appropriate federal or state law or regulation.

If we make any of our other banking services available to you in connection with your Account, we may provide certain terms and conditions for those additional services to you in a separate agreement or disclosure.

7.7 No Waiver of Rights

We may waive or decline to enforce any of our rights under this Blue Ridge BDAA without obligating ourselves to waive such rights in the future or on any other occasion. We may release any other person obligated under this Blue Ridge BDAA without affecting your responsibilities under this Blue Ridge BDAA.

7.8 Conflicts and Section Headings

If there is a conflict between this Blue Ridge BDAA and any other document or statement made to you concerning the Account, this Blue Ridge BDAA will govern. If there is a conflict between this Blue Ridge BDAA and any other document or statement made to you concerning any services or products other than the Account, the separate terms and conditions applicable to that service or product will govern. Section headings that appear in this Blue Ridge BDAA are for convenience purposes only and are intended to help you find information. They should not be construed as affecting the meaning of the Blue Ridge BDAA.

7.9 Severability

If any court or tribunal of competent jurisdiction determines that any provision of this Blue Ridge BDAA is illegal, invalid, or unenforceable, the remainder of this Blue Ridge BDAA shall not be affected. To the extent permitted by applicable law, the parties waive any provision of law which prohibits or renders unenforceable any provisions of this Blue Ridge BDAA, and to the extent that such waiver is not permitted by applicable law, you and us agree that such provision will be interpreted as modified to the minimum extent necessary to render the provisions enforceable.

7.10 Governing Law, Forum and Time Limits

All actions relating to your Account and this Blue Ridge BDAA will be governed by the laws and regulations of the United States and the Commonwealth of Virginia where your Account will be opened, irrespective of conflict of law principles. You agree that any dispute arising under this Blue Ridge BDAA or relating in any way to your relationship with us hereunder that is not arbitrated will be resolved in a federal or state court located in Virginia and that you will be subject to such court's jurisdiction.

Except where prohibited by applicable law, you agree that you must file any lawsuit or arbitration against us within two (2) years after the claim arises unless federal or Virginia law, or another agreement you have with us, provides for a shorter time. If federal or Virginia law requires a longer time period than the time periods in this Blue Ridge BDAA, you agree to the shortest time period permitted under such law.

8 Arbitration and Waivers

BE SURE THAT YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US.

8.1 Election to Arbitrate

You, Repool, Inc., and the Bank agree that the sole and exclusive forum and remedy for resolution of a Claim (as defined below) shall be final and binding arbitration pursuant to this Section 8 (the "Arbitration Provision"). As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of this Blue Ridge BDAA, and/or the activities or

relationships that involve, lead to, or result from this Blue Ridge BDAA, including the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Blue Ridge BDAA. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. Please note that you may continue to assert Claims in small claims court, if your Claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

8.2 Applicability of the Federal Arbitration Act; Arbitrator's Powers

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA"). The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

8.3 Informal Dispute Resolution

If a Claim arises, our goal is to address your concerns and, if we are unable to do so, to provide you with a neutral and cost-effective means of resolving the dispute quickly. You agree that before filing any Claim in arbitration, you will first submit your Claim to us by email at support@repool.com and provide us with the opportunity to resolve your concern prior to initiating arbitration.

8.4 Arbitration Procedures

The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or Judicial Alternatives and Mediation Services ("JAMS"). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 778-7879 or visit the AAA's web site at: www.adr.org. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit their web site at: www.jamsadr.com. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. The arbitration will be held in the United States county where you live or work, or any other location we agree to.

8.5 Arbitration Fees

If we initiate arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you initiate arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party

requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them, and we agree to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by applicable law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

8.6 Appeals

Within thirty (30) days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within thirty (30) days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the FAA, and may be entered as a judgment in any court of competent jurisdiction.

8.7 No Class Actions

NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring Claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the Claims in arbitration, and shall not (1) determine the rights, obligations, or interests of anyone other than a named party or resolve any Claim of anyone other than a named party, nor (2) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this Section 8.7, and any attempt to do so, whether by rule, policy, arbitration decision, or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Section 8.7 shall be determined exclusively by a court and not by the administrator or any arbitrator.

8.8 Survival and Severability of Arbitration Provision

This Arbitration Provision shall survive the termination of this Blue Ridge BDAA. If any portion of this Arbitration Provision other than Section 8.7 is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If there is a final judicial determination that applicable law precludes enforcement of this Arbitration Provision's limitations as to a particular claim for relief or particular term, then that claim (and only that claim) or that term (and only that term) must be severed from the Arbitration Provision and may be brought in court. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in Section 8.7 are finally adjudicated pursuant to the last sentence of Section 8.7 to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

8.9 Judicial Forum for Claims

Except as otherwise required by applicable law, if this Arbitration Provision is found not to apply to you or your Claim, you and we agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Virginia. Both you and we consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.

8.10 WAIVER OF RIGHT TO LITIGATE

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVING THAT RIGHT BY AGREEING TO THIS AGREEMENT AND ARBITRATION PROVISION.