

# Online Banking Agreement

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SVB Financial Group and its subsidiary Silicon Valley Bank are members of the Federal Reserve System and Silicon Valley Bank is a member of the FDIC.

Silicon Valley Bank is registered in England and Wales at 41 Lothbury, London EC2R 7HF, UK under No. FC029579. Silicon Valley Bank is authorised and regulated by the California Department of Business Oversight and the United States Federal Reserve Bank; authorised by the Prudential Regulation Authority with number 577295; and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Silicon Valley Bank is a subsidiary of SVB Financial Group, a Delaware corporation and is an affiliate of SVB Financial Group UK Limited. SVB Financial Group UK Ltd is registered in England and Wales at 41 Lothbury, London EC2R 7HF, UK under No. 5572575 and is authorised and regulated by the Financial Conduct Authority, with reference number 446159.

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This online banking channel is offered to clients ("You" and its variations) by Silicon Valley Bank or its affiliates subject to the terms and conditions provided in this Online Banking Agreement ("Agreement"). The term "Accounts" refers to all of Your accounts with us by which You may access one or more Financial Services, including without limitation deposit accounts ("Deposit Accounts") and, for clients with Account(s) in the United States ("U.S. Clients"), U.S. credit and charge card accounts ("Credit Card Accounts"), through this "Online Banking Channel" (as defined below in Section 1).

THIS AGREEMENT IS A LEGAL CONTRACT BETWEEN YOU AND SVB. BY CLICKING "I ACCEPT" AND USING THIS ONLINE BANKING CHANNEL, YOU ACCEPT THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. PLEASE REVIEW THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE THIS ONLINE BANKING CHANNEL

ONCE YOU HAVE ACCEPTED THE TERMS AND CONDITIONS OF THIS AGREEMENT THEY WILL APPLY TO YOUR USE OF THIS ONLINE BANKING CHANNEL ON ANY OTHER HARDWARE OR DEVICE THAT YOU USE TO ACCESS THE ONLINE BANKING CHANNEL FROM AND YOU WILL NOT BE ASKED TO ACCEPT THESE TERMS AND CONDITIONS ON EACH SUBSEQUENT ITEM OF HARDWARE OR DEVICE.

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## 1. Use of this Online Banking Channel and Your Conduct

This online banking portal, mobile service, application, or interface ("Online Banking Channel") allows You to access Financial Services (as defined in the Terms) and, for US based clients only SVB's mobile deposit service ("Mobile Deposit"). This Online Banking Channel is offered to You by Silicon Valley Bank or its affiliates ("SVB", alternately "our," "we" or "us"), which is headquartered at 3003 Tasman Drive, Santa Clara, California 95054. This Agreement incorporates the terms and conditions of the SVB Online Terms of Use ("Terms") found at <http://svb.com/Company/Legal-Notices/Terms-of-Use> and the SVB Online Privacy Policy found at <http://www.svb.com/Privacy-Policy>. In the event of any inconsistency between this Agreement and the Terms, this Agreement shall prevail.

With regard to Deposit Accounts held at SVB in the United States, this Agreement is a Related Agreement as defined in, and thus is in addition to and forms a part of Silicon Valley Bank's Deposit Agreement and Disclosure Statement ("DADS"), Bank Depositor Agreement and Remote Capture Services Agreement

With regards to Deposit Accounts held at the SVB branch in the United Kingdom ("UK Branch"), this Agreement is in addition to and forms part of Silicon Valley Bank's Banking Terms and Conditions. Silicon Valley Bank's DADS governing Accounts held in the United States, Bank Depositor Agreement and Remote Capture Services Agreement and the UK Branch Banking Terms and Conditions are collectively referred to in this Agreement as "Deposit Related Agreements".

With regard to Credit Card Accounts held in the United States, this Agreement incorporates the terms and conditions provided in the applicable agreement(s) governing Your credit and charge card account(s) (collectively "Credit Card Agreements"), including without limitation the following SVB MasterCard® agreements: Multi Card (Master Agreement, and Corporate Bill or Individual Bill Agreements), Business Card (Company Bill or Individual Bill), and World Elite™ for Business

The term "Other Agreements" includes the Deposit Related Agreements and Credit Card Agreements. In the event of any conflict between this Agreement and the Other Agreements, the terms in this Agreement will control. Without limiting the foregoing, this Agreement controls as to the following: (i) if the Other Agreement states we will mail a document or disclosure (for example, a periodic statement) to You, we reserve the right to provide the document or disclosure in electronic form through this Online Banking Channel; or (ii) if the Other Agreement states that You must mail a document, notice or payment to us, then if permitted under this Agreement You may provide the document or notice, or make the payment, through this Online Banking Channel. For the avoidance of doubt, nothing in this Agreement limits the restrictions set forth in any Credit Card Agreement on issuance or use of cards in India.

## 2. Assignment

SVB may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

## 3. Security of Data Transmission and Storage

You expressly acknowledge that any wireless access to Your Accounts may not be secure and, as such, You assume the risk associated with unauthorized access to the Financial Services and any information contained therein, resulting from such wireless connectivity. You assume all risk that any information You download or otherwise store on Your hardware may be accessed by unauthorized third parties. We are not responsible for the security and confidentiality of information when You: (i) use wireless connections to download Your Account information, in which case You acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to Your wireless access device. You agree that any Account information that You download is done at Your own risk and You are solely responsible for any damage that might occur to the electronic device to which You download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device.

## 4. User Credentials and Administration

All users ("Users") of this Online Banking Channel will be provided or will supply to SVB usernames, passwords, and other identifiers or credentials ("Credentials") to assist in identifying and authenticating You on this Online Banking Channel. In the event that a User's Credentials are compromised or lost, or You are aware of any unauthorized activity being conducted with the Credentials, You agree to immediately notify SVB using SVB's contact information described in Section 11 below. If a User is authorized to access an Account through this Online Banking Channel, even if the User is not an authorized signer on the Account or a cardholder with respect to a Credit Card Account, You agree that You will be bound by any transaction conducted by the User on the Account (including, without limitation and where applicable for Credit Card Accounts held in the United States, the User's requesting the issuance of a Credit Card Account and the subsequent use of the card by the User or a third party).

### *Administrators*

You may designate one or more administrative users ("Administrators") who are Users with the ability to: (i) add, change, remove, or contract for Financial Services or Online Banking Channel; (ii) manage Credentials and permissions for Users to access or use any or all Financial Services through this Online Banking Channel, including without limitation having access to Deposit Accounts and Credit Card Accounts held in the United States; (iii) configure Financial Services or Online Banking Channels; (iv) add or remove features or services for Financial Services or Online Banking Channels; (v) access specified Online Banking Channels; (vi) access specified Accounts via certain Online Banking Channels; (vii) utilize specified Financial Services via certain Online Banking Channel; and (viii) perform other administrative tasks. Administrators cannot manage their own profile associated with this Online Banking Channel and must contact SVB as described in Section 11 below to make changes to their profile. Additional limitations and requirements may apply with respect to Administrators, as described in the Online Banking Channel.

You understand and agree that You and Your Administrators are solely responsible for maintaining the privacy and security of Your Credentials, and for any activity (including access to Financial Services) associated with Your Credentials. This Online Banking Channel may allow You or Your administrator to set transaction limits, establish controls, or utilize security features for Financial Services (where that functionality is available). Failure to set such limitations, implement such controls, or utilize such security features increases Your exposure to unauthorized transactions. You and Your Administrators are solely responsible for creating, maintaining, limiting, enabling, disabling, and removing the Credentials or controls for this Online Banking Channel and Financial Services created by You or Your Administrators.

### *Card-Only Users*

For provisions regarding Card-Only Users (U.S. only), refer to Section 23 of this Agreement below.

## 5. Security and Account Monitoring

SVB provides certain procedures, features, and functionality ("Security Procedures") that are provided through and as part of this Online Banking Channel that are intended (1) to verify the authenticity of Electronic Communications (as defined below) between You and SVB; and (2) to help secure and protect Your account and data from misuse, fraud, and theft. These Security Procedures include but are not limited to process controls, technological controls, and third-party applications, and are described in this Agreement, the Other Agreements and on the Online Banking Channel (including manuals, agreements, disclosures and other documents made available to You through the Online Banking Channel). You agree to review all Security Procedures and to make a decision as to whether they are commercially reasonable for You and Your institution to protect against unauthorized transactions. We may offer Security Procedures with enhanced capability of detecting unauthorized use (for example, multi-factor authentication). For U.S. Clients only, if You decline to use these enhanced Security Procedures, You agree that the procedure used by You is commercially reasonable for You.

Keep in mind that You are responsible for all unauthorized transactions initiated through this Online Banking Channel using Credentials and for all unauthorized Financial Services transactions initiated in Your name that are authenticated using the Security Procedures You choose. Please think carefully about the Security Procedures You choose to implement and contact us immediately at the contact information described in Section 11 below if You believe they are not adequate for Your use. Failure to properly use, incorrect use of, or disabling Security Procedures increases Your exposure to fraud and misuse, and puts Your Accounts and data at an increased risk of loss. It is Your responsibility to review, implement, revisit, and ensure that appropriate physical, technical, and procedural risk mitigation systems are implemented by You to Your satisfaction and establish parameters limiting or restricting transactions.

When using this Online Banking Channel, You understand and agree that:

- You will comply with any instructions, guidelines, or procedures for use of this Online Banking Channel provided to You;
- You will provide us with current contact information (such as an e-mail, phone number and physical address) when requested, will check the associated contact accounts or mail regularly, and will keep Your contact information up-to-date;
- You will take all reasonable steps to safeguard the privacy, confidentiality, and security of Your Credentials and proprietary information provided through this Online Banking Channel;
- You will closely and regularly monitor the activities of Your employees, users, or agents (as applicable) who access this Online Banking Channel, and will use all reasonable means to protect the systems used to access this Online Banking Channel;
- You will be bound by any transfer, instruction or payment order we receive through this Online Banking Channel, even if it is not authorized by You, if initiated under Your Credentials or processed in accordance with our Security Procedures or Your instructions;
- You assume all liability arising from disabling, opting out of, or failing to properly use Security Procedures made available to You; and
- You will immediately notify us using the contact information described in Section 11 below if You have any reason to believe the security or confidentiality of Your Credentials or this Online Banking Channel have been compromised, or Your Financial Services have been, are being, or may be misused.

You understand and agree that we may deny any person access to the Online Banking Channel without prior notice if we are unable to confirm to our satisfaction any person's authority to access this Online Banking Channel or any person's actual identity; or if we believe such action is prudent for security reasons.

## 6. Transaction Information, Reports, and Statements

Status and transaction history, reports, analyses, electronic images of periodic statements for Your Accounts (including without limitation and where applicable, Credit Card Accounts held in the United States) and other information for Financial Services (collectively, "Reports") may be provided through this Online Banking Channel.

The Reports are provisional and only reflect transactions that have been received by SVB and for which sufficient time has passed for SVB to process the transactions. As a result, the balances and transaction histories provided through this Online Banking Channel may not reflect all transactions conducted on Your Accounts. The Reports are subject to change or correction by us, and You should refer to Your paper-based statements for Your Accounts, where applicable, for complete Account information and important information about Your rights and obligations. In the event that You note any errors in Your Reports prior to receiving final versions (for example, paper copies of periodic statements), You must immediately notify SVB using SVB's contact information described in Section 11 below. Final versions of Reports may be made available to You as described in the Other Agreements for the respective Financial Services. Notwithstanding the foregoing, if You have opted to receive electronic versions of any Report in lieu of paper-based versions (where available), then the electronic versions are considered final for purposes of this Section.

Reports may be retained on, and accessible for, a limited period of time using this Online Banking Channel. We do not warrant that such retention will meet Your data retention, business continuity, compliance, or other needs. SVB may change the retention and accessibility periods at any time and without notice to You, unless otherwise required by law.

## 7. Training

You shall be responsible for training Your own employees in the use of the Online Banking Channel.

## 8. Compliance with Laws, Rules, and Regulations

You understand and agree to comply with all laws, rules, and regulations applicable to Your specific business activities and generally to Your use of the Online Banking Channel and Financial Services including but not limited to those governing anti-money laundering, anti-bribery, currency transactions, reporting and recordkeeping requirements, tax filings, or any state- or country-specific counterparts of the same. Without limitation, You agree and acknowledge that Your use of the Online Banking Channel and Financial Services may not be used by You in violation of, and that these must comply with: for Accounts held in the United States the laws of the United States, and for Accounts held at the UK Branch the laws of England and Wales, including (for both types of Accounts) sanctions laws administered by the US Office of Foreign Asset Controls and for Accounts at the UK Branch, sanctions laws administered by HM Treasury. You acknowledge and agree that the software You use to access the Online Banking Channel and Financial Services may be subject to restrictions and controls imposed by the US Export Administration Act and the US Export Administration Regulations, and that neither the software nor any direct product thereof is being or will be used by You for any purpose prohibited by these Acts.

Except where You have previously informed us in writing, You represent and warrant that You are not, and You agree to take no action that would result in Your being deemed or treated as, a money service business under any applicable law.

The Online Banking Channel is designed with SVB's compliance and regulatory obligations in mind, but is not designed to meet all laws, rules or regulations that Your business may be subject to. You acknowledge and agree that You are solely responsible for Your business's compliance obligations with respect to any laws, rules, or regulations.

## 9. Communications, Notices, and Alerts

An "Electronic Communication" is any message we provide to You via electronic means in a format that allows visual text or images to be displayed on devices such as a computer or mobile phone screen. Electronic Communications may include, for example: e-mails; notices presented to You upon logging into this Online Banking Channel; or text, SMS, or other mobile messages.

Notices and communications regarding this Online Banking Channel may be sent to You via physical mail or through Electronic Communications, or You may have the option to select multiple methods of delivery. You agree to regularly but no less than weekly check the inbox of the messaging system available through the Online Banking Channels, including the App (as defined in Section 10 below) downloaded on Your mobile device, or other method of delivery for Electronic Communications. You assume the risk of loss in the electronic transit of Electronic Communications.

Notices and alerts may contain important information about changes to this Online Banking Channel or services offered through this Online Banking Channel. You agree that we may, at our option, use the postal system or Electronic Communications to provide You with any notice, disclosure, Reports, or other communication to You, including communications that are required by law to be provided to You in writing.

You may also have the ability to establish alerts, initiate or complete transactions, or query Your Accounts with us via Electronic Communications and agree that, when doing so, You have properly evaluated the risks, and have taken the

appropriate security precautions and have implemented the appropriate Security Procedures to prevent fraud or misuse. Note that information such as the balance of Your Account, transaction information, or for Credit Card Accounts held in the United States the due date of Your Credit Card Account payment may be provided in an alert sent to You in an Electronic Communication, and anyone with access to Your Electronic Communications will be able to view such information.

Unfortunately, fraudulent emails, notices, mobile messages, and alerts (including spam, scams, phishing attacks) (collectively, "Fraudulent Communications") may be sent to You purporting to be official notices or alerts from SVB. Opening, responding to, or clicking-through such Fraudulent Communications may compromise the security and integrity of Your systems and data, and put Your Accounts and data at an increased risk of loss. In the event that You receive or believe You have received a Fraudulent Communication: (a) do not open any attachments or click on any links provided, and (b) immediately contact SVB using SVB's contact information described in Section 11 below. SVB will not be liable for any damages or losses resulting from Your receipt of a Fraudulent Communication, unless otherwise required by law.

Any Electronic Communication You send to us will not be effective until we actually receive it and have had a reasonable opportunity to act upon it, and we may treat any such Electronic Communication as we would a physical or written communication. Where an Other Agreement requires a written or paper document, we reserve the right to require that the communication be provided or confirmed in a written or paper form.

If we receive an Electronic Communication in Your name that purports to have been sent or made by You, and the Electronic Communication is authenticated using our Security Procedures, You agree to be bound by the Electronic Communication and we may rely upon and treat the Electronic Communication as authorized communication from You, even if it was not sent by You. Any authenticated Electronic Communication will serve as Your "digital signature" and may bind You and Your institution to additional terms and conditions for Financial Services or other services.

You understand and agree that You are solely responsible for all fees charged by telephone, mobile, data, or other telecommunications carriers ("Communication Carriers"), including roaming and data charges, for use of any Electronic Communication You elect to receive over the networks controlled by Communication Carriers ("Public Networks").

## 10. Hardware, Apps and Use of Software

You are solely responsible for obtaining and maintaining the necessary hardware and required connection services to fully utilize this Online Banking Channel.

You are solely responsible for any fees associated with Your connection services. You will further provide, or obtain from another party selected by You at Your expense, support and maintenance of the Internet connection and web access and all other requirements required to use the Online Banking Channel and Financial Services, including without limitation troubleshooting Internet or wireless connectivity issues with Your mobile carrier and SVB will not be responsible therefore.

You may need to download, install, or use software or applications (collectively, "Apps") onto Your computer, mobile device, or other systems in order to fully utilize this Online Banking Channel. An App installed on a mobile device that provides access to SVB's mobile banking platform is a "Mobile Banking App". Unless otherwise stated, the Apps and content used by us in the provision of the Online Banking Channel and Financial Services, and the copyright patent, trademark, trade secret and all other rights in and to the technology, software, content, designs, graphics, and trademarks included as part of the Online Banking Channel and Financial Services and our name and product names and the website's URL, are the proprietary and intellectual property of SVB and its licensors. You are granted a limited license to install and use these Apps solely for the purpose of legitimately accessing this Online Banking Channel as provided and for the benefit of You and Your business. You may not nor may You attempt to (1) use the Apps for purposes other than those for which they are provided; (2) decompile, deconstruct, hack, or use other means to reverse-engineer or circumvent the underlying technology, source code, or protocols of the Apps; (3) redistribute, resell, republish, create derivative works from, or otherwise provide or transfer the Apps to third parties; (4) take any action that would limit or adversely affect our or our licensors' rights in the Apps; or (5) export (or attempt to export) any Apps in contravention of applicable laws or regulation.

You represent and warrant that You will take all reasonable measures to maintain the confidentiality and proprietary nature of any Apps that You download, install, or use on Your devices.

Your license to use such Apps shall immediately terminate upon the earliest occurrence of any of the following: (a) termination of Your accounts with us, (b) termination of this Agreement or other agreement by us, or (c) Your use of this Online Channel in violation of the terms and conditions of this Agreement.

Through our SVB Innovator Toolkit or otherwise, SVB may provide links to third-party software or applications ("Third-Party Apps") that we believe You may be interested in. Any such Third-Party Apps may be subject to separate terms of use, privacy policies, and there may be separate charges associated with the downloading and use of the Third-Party Apps. SVB is

not responsible for the content or functionality of the Third-Party Apps, or the services provided by the Third-Party Apps third-party providers. You are solely responsible for determining whether use of such Third-Party Apps is prudent and appropriate for Your business. You agree to comply with all end user agreements, policies and any other requirements set forth by the owners and providers of the software and the software application download services, including but not limited to, Apple Inc.'s "App Store," Google Inc.'s "Android Market" and Research in Motion Limited's "BlackBerry® App World." SVB hereby disclaims all warranties, including but not limited to any implied warranties of merchantability or fitness for a particular purpose, relating to such applications or content. SVB shall not be liable or responsible in any way for any losses or damage of any kind, including lost profits or other indirect or consequential damages, relating to your use of or reliance upon any applications or content on the SVB Innovator Toolkit.

## 11. SVB Contact Information

In the event Client is required to provide notice to SVB under this Agreement, except for written notices, SVB may be contacted through [www.svb.com/contactus.aspx](http://www.svb.com/contactus.aspx) or by calling 1.800.744.7390 (U.S. Clients) or 0800.023.1441 (UK Branch Clients) (or on +44 (0) 20 7367 7822 if calling the UK Branch from outside the UK) during the business hours of the relevant SVB call center. If SVB changes the aforementioned contact information, SVB will provide notice to You of the change at which time You must use the new contact information as communicated to You. Written notices to SVB must be sent to SVB at the address provided in the applicable Section of this Agreement or otherwise communicated by SVB to You.

## 12. Business Days

Business days are the following days at the relevant SVB operational unit: Monday through Friday, excluding public holidays on which the SVB operational unit is not open for substantially all of its business operations. Note that for transactions related to Deposit Accounts the SVB operational unit is the applicable SVB branch of deposit, and for transactions related to Credit Card Accounts the SVB operational unit is SVB's administrative office located in the United States.

## 13. Dispute Process and Notice of Unauthorized Use

Refer to the applicable Other Agreements governing Your Accounts for further details regarding disputes of items and unauthorized use. Note that in some cases certain forms that You may be required to complete when disputing a transaction or providing notice to SVB of unauthorized use may be available to download in PDF form via this Online Banking Channel. However, You must provide the original of the completed form, if applicable, in a manner otherwise communicated by SVB to You since such forms cannot be sent to SVB via this Online Banking Channel.

## 14. Effect of Termination of this Agreement

This Agreement and Your access to this Online Banking Channel may be terminated or modified at any time by SVB upon notice to You. Any licenses provided to SVB to use User-Provided Content shall remain in effect unless otherwise agreed to in writing by the parties. Provision and termination of Financial Services are governed by separate agreements between You and SVB. Provision and termination of other online services may be governed by separate agreements between You and us. The following Sections of this Agreement shall survive termination: Mobile Deposit, Maintenance, Retention, and Destruction of Original Checks; Mobile Deposit, Duplicate Presentment; Transaction Information, Reports, and Statements; Compliance with Laws, Rules, and Regulations; Hardware, Apps, and Use of Software; Exclusions of Warranties for Use of this Online Banking Channel and Financial Services; Limitations of Liability; Indemnification; and Dispute Process and Notice of Unauthorized Use.

## 15. EXCLUSION OF WARRANTIES FOR YOUR USE OF THIS ONLINE BANKING CHANNEL AND FINANCIAL SERVICES

SVB AND ITS LICENSORS, VENDORS, CONTRACTORS AND OTHER THIRD-PARTY SERVICE PROVIDERS (COLLECTIVELY, "THIRD-PARTY PROVIDERS") DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW. THIS ONLINE BANKING CHANNEL AND ANY APPS AND FINANCIAL SERVICES ARE PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, AVAILABILITY, OR NON-INFRINGEMENT. NEITHER SVB NOR ITS THIRD-PARTY PROVIDERS WARRANT OR REPRESENT THAT THIS ONLINE BANKING CHANNEL OR ANY APPS (OR ANY PORTION THEREOF) WILL MEET YOUR SPECIFIC TECHNICAL, COMPLIANCE, BUSINESS, OR OTHER NEEDS, OR WILL BE UNINTERRUPTED OR FREE FROM ERROR.

The availability, timeliness and proper functioning of the Online Banking Channel and Financial Services depends on many factors, including Your wireless access device location (if applicable), network availability and signal strength, and the proper functioning and configuration of hardware and software. Neither we nor any of our service providers warrants that the Online Banking Channel and Financial Services will operate without interruption, without defect or viruses. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any wireless access device or mobile network which You utilize to access the Financial Services. Your use of the Online Banking Channel and Financial Services and software will be at Your own risk. You agree to exercise caution when utilizing the Online Banking Channel to access the Financial Services on Your wireless access device and use good judgment and discretion when obtaining or transmitting information, generally.

## 16. Limitations of Liability

SVB's total liability under this Agreement is limited to the amounts paid by You specifically for use of this Online Banking Channel for the 12-month period ending on the date of the first claim You make against SVB for any damages or losses, and expressly excludes any amounts paid for Financial Services. SVB is not liable for any indirect, consequential, special, or incidental damages arising under any theory of liability, however caused, including but not limited to lost profits, loss of goodwill or reputational harm, data loss, or other intangible losses. This limitation includes, but is not limited to, any damage or harm caused by inaccuracy of the data or services provided (or Your reliance on such data or services), changes to this Online Banking Channel or any Apps, permanent removal of content from this Online Banking Channel (including User-Provided Content), or breaches of this Agreement by You. You agree to hold SVB and its Third-Party Providers harmless against any failure of this Online Banking Channel or any Apps to meet Your needs, expectations, or requirements.

SVB expressly disclaims all liability for losses or harm (including but not limited to damage to physical systems and data, financial losses due to information not delivered or misrouted, or Your inability to access systems as expected) arising from or related to failures of third-party products or services (such as Web browsers, ISP / communications networks services, and e-mail services), Third-Party Apps, or Public Networks You may need to access and use Online Banking Channel.

SVB 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, emergency conditions or other circumstances beyond SVB's control.

## 17. Indemnification

You agree to indemnify, defend and hold SVB, all SVB Affiliates, and Third-Party Providers (including the respective directors, officers, employees and agents of each) harmless from and against any claim, damage, loss, liability, cost (including, without limitation, attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) any breach of this Agreement by You or on Your part; (b) our actions or omissions made in accordance with Your direction or Electronic Communications; or (c) any other actions or omissions of You, Your agents or employees. This provision shall survive the termination of this Agreement.

## 18. General Legal Provisions

You understand and agree that Your use of this Online Banking Channel and any Apps are subject by the laws of the State of California. This Agreement shall be governed and construed by the laws of the State of California without regard to its rules regarding conflicts of laws. Any dispute arising from or related to this Agreement or this Online Banking Channel or any Apps may only be brought in the California State and Federal courts located in Santa Clara County, California. Although You may access this Online Banking Channel or use Apps in other states or countries, You consent to the exclusive jurisdiction of these courts.

You understand and agree that if this Agreement or any Other Agreement is provided to You in any language other than English, this is for Your convenience only; the English-language version will govern use of this Online Banking Channel, Apps, and Financial Services.

You understand and agree that failure of SVB or its Affiliates to enforce their rights under this Agreement or at law will not be considered a waiver of such rights.

This Agreement constitutes the entire understanding between You and SVB regarding access and use of this Online Banking Channel or any Apps, and supersedes any previous terms, conditions, or agreements of the parties regarding the use of this Online Banking Channel or any Apps, or previous versions thereof.

We reserve the right to amend this Agreement at any time. Amendments to this Agreement will be effective upon our sending

notice of the amendment to You, which will be sent as an Electronic Communication pursuant to Section 9 above or as a writing mailed to the mailing address we have on file for You. You understand and agree that Your continued use of this Online Banking Channel or any Apps constitutes Your acceptance to this Agreement, as it may be amended from time to time.

## 19. Reporting Errors; Questions about Transactions

In case of errors or questions about this Online Banking Channel or any Apps, contact SVB as described in Section 11 above.

## 20. Error Detection

SVB's systems, operations, and Security Procedures are designed to protect the security and integrity of this Online Banking Channel and detect authorized transactions, but are not designed to detect input errors including but not limited to duplicate payments, errors in funds transfer instructions provided by You, or payments made to the wrong payee or for the wrong amount. SVB is not obligated to detect such errors, even if we take certain actions from time to time to do so. It is Your sole responsibility to ensure that data is properly input.

### **IF YOU ARE A CLIENT WITH SVB ACCOUNTS IN THE UNITED STATES THE FOLLOWING TERMS APPLY TO YOUR ACCOUNTS LOCATED IN THE UNITED STATES:**

In addition to Mobile Deposit, the Financial Services accessed using the Online Banking Channel may include but are not limited to any services identified in the Other Agreements; deposit or cash management products, including Credit Card Accounts; loans or credit products; letters of credit; Automated Clearing House (ACH), wire transfer, payment orders, electronic deposit, and other payment services; foreign exchange services; merchant and card services; and asset management. Notwithstanding the foregoing, SVB is not obligated to allow access to any or all of Your Accounts via this Online Banking Channel, and not all Financial Services are available with respect to all Accounts. Some Financial Services may not be available without special application to and approval by SVB, or may be limited to specific types of Accounts.

## 21. Mobile Deposit

Mobile Deposit can only be used in the geographic United States.

### *Description*

Mobile Deposit is a Financial Service that allows You to use Your eligible wireless access device to take photo images of paper Checks to create and transmit electronic deposits to Your SVB Demand Deposit Account. Use of Mobile Deposit will require the download and installation of our approved Mobile Banking Application on Your eligible wireless access device. In addition to the terms of this Agreement, You further agree to comply with any and all instructions relating to Mobile Deposit that are provided through the Mobile Banking Application from time to time in connection with Mobile Deposit. Mobile Deposit is for single check deposits only and remittance materials will not be permitted to be processed.

You will electronically transmit Your deposit to SVB through the Internet, and SVB will furnish You with the status of Your deposit transmission in a manner specified in this Agreement. You agree that SVB has the right to restrict deposit activity from certain geographical regions.

### *Defined Terms*

For the purpose of Mobile Deposit, the following terms shall be defined as follows:

- "Check" means a draft that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to You, and includes Original Checks and Substitute Checks. Such term does not include Noncash Items or Checks payable in a medium other than United States currency.
- "Demand Deposit Account" means one or more US Dollar bank accounts You maintain at SVB.
- "Documentation" means all documentation, manuals and instructions relating to the Mobile Deposit which SVB may provide to You from time to time.
- "Electronic Check" means a digitized image of a Check processed through Mobile Deposit.
- "Endpoint" means any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of Image Exchange Items or Substitute Checks.
- "Image Exchange Item" means a digitized image of a Check cleared and settled directly with a Payor Financial



Institution without conversion to a Substitute Check.

- "Mobile Banking Application" means the software installed on a supported mobile device to authenticate You and for You to use Mobile Deposit.
- "Noncash Item" means an item that would otherwise be a Check, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an item that qualifies for handling by automated Check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.
- "Original Check" means the first paper Check issued with respect to a particular payment transaction.
- "Payor Financial Institution" means the United States Financial Institution ordered in a Check to make payment to the payee(s) named on the Check.
- "Regulation CC" means 12 C.F.R. Part 229, as it may be amended from time to time.
- "Substitute Check" means a paper reproduction of a Check that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.
- "UCC" means the Uniform Commercial Code as enacted and amended in the state whose law governs interpretation of this Agreement.
- "United States Financial Institution" means (a) any person, located in the United States, engaged in the business of banking; (b) a Federal Reserve Bank; (c) a Federal Home Loan Bank; and (d) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

#### *Accounts*

You shall maintain one or more Demand Deposit Accounts at SVB for the deposit of Substitute Checks or Image Exchange Items.

#### *Eligible Checks*

You agree to only deposit personal or business Checks (for example, corporate checks) payable to You and drawn on a United States Financial Institution, payable in US Dollars. You will not attempt to scan and transmit to SVB (a) any Checks that do not meet general banking standards for negotiable instruments, (b) any previously truncated and reconverted Substitute Check, and (c) a remotely created check which is a personal or business check that does not contain the signature of the drawer. Any previously truncated and reconverted Substituted Check must be physically deposited with SVB. Notwithstanding the foregoing, SVB may redeposit any returned Substitute Check or Image Exchange Item consistent with the terms of the DADS.

Unless previously approved by SVB in writing, You will not attempt to scan and transmit to SVB any third party Check.

#### *Image Quality; Fines or Return Checks; Duplicate Presentments; Altering Checks*

In using Mobile Deposit, You agree to submit images that accurately and legibly represent all the information on the front and back of the Original Check as of the time the Original Check was truncated. The information that must be accurately and legibly represented includes: (i) the information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; (ii) the payment instructions placed on the Check by, or as authorized by, the drawer, such as the amount of the Check, the payee, and the drawer's signature; and (iii) other information placed on the Check prior to truncation, such as any required identification information written on the front of the Check and any endorsements applied to the back of the Check, including the "For Deposit Only" restrictive endorsement. You warrant that the scanned Check images meet the ANSI standards for image quality for Substitute Checks or such other or higher standards as may be established by SVB (including in any Documentation) or required by Regulation CC.

You make to SVB all encoding, transfer, presentment and other warranties under applicable law as SVB is deemed to make under applicable law, including without limitation those under the UCC, Regulation CC and the rules of any image exchange network that are applicable to any Electronic Check.

You agree to pay to SVB the amount of (i) any Check, item or entry that is returned to SVB for any reason or at any time, without regard to whether the reason or timing was or was not in accordance with any law or regulation, or rule (including the rules of any clearinghouse used by SVB to process Checks or Image Exchange Items or other entries), and (ii) any fines,

levies, costs of sanctions or other penalties, associated with or arising out of any item or entry submitted in the name of the Client to SVB for processing via Mobile Deposit, again without regard to whether any person complied with any applicable law or regulation or rule.

You agree that there will be no duplicate presentment of a Check in any form, including as a digitized image as a paper negotiable instrument or otherwise, and You assume responsibility for any such duplicate presentment of any Check.

You agree that You will not alter any Check that You deposit through Mobile Deposit.

#### *Transmission of Data*

You agree that You will enter all amounts and any other required information correctly.

You will use Mobile Deposit, including the entering, processing and transmittal of Checks, in accordance with the requirements of this Agreement or as otherwise may be required by SVB.

SVB will not be responsible for Your inability to scan or otherwise transmit any Checks to SVB by use of Mobile Deposits. If a scanned image of a Check is not clear, or if You otherwise fail to transmit an image that meets the requirements of this Agreement and of the Mobile Banking Application, You agree to deliver the Original Check to SVB for physical deposit and not to seek to resubmit the Check to SVB electronically via Mobile Deposit or, if the Original Check is no longer suitable for processing through check collection systems, to obtain a replacement of the Original Check from the payor.

#### *Maintenance, Retention, and Destruction of Original Checks*

You are responsible for storing the original checks scanned in a secure and fireproof location for at least fourteen (14) days. At the end of this storage period, You are responsible for destroying the checks by either incinerating them or shredding them in a non-recoverable manner. You must make every effort to ensure that the duplication of deposits does not occur. You should have the proper security procedures in place to ensure that checks do not get re-entered and that system information is safeguarded. The appropriate security assignments should be made from the beginning of the process to make sure that employees that are not authorized to use the product do not have access to it. You will further be responsible for all Checks lost or destroyed, whether prior to or after Your image transmission is received by SVB, including responsibility for all Checks while in transit to SVB.

#### *Deposit Limits*

You agree to abide by such deposit limits as SVB may establish from time to time related to Your use of Mobile Deposit.

#### *Deadlines and Missed Deadlines*

You agree to create and submit Your deposits before the applicable cut-off time. Your deposits must be received by SVB before 6:00 p.m. PT on a business day, or as otherwise may be established by SVB from time to time. Any deposit received by SVB at or after the cut-off time, or on a day that is not a business day, may be processed as if received on the next business day.

You shall be responsible for verifying SVB's receipt of Your transmission(s) by verifying that deposits have been posted to the appropriate Demand Deposit Account. You agree to cooperate in any investigation and in all SVB efforts to resolve any unsuccessful or lost transmission, missed deposit or other error.

SVB reserves the right to refuse any deposit to Your Demand Deposit Account, limit the amount of any deposit, or return all or part of a deposit to You without prior notice. SVB reserves the right to return any Check that SVB receives for deposit to Your Demand Deposit Account if SVB decides not to handle that Check for any reason. If SVB makes this decision, SVB will send You a notice of non-deposit according to the terms of the DADS.

You understand and agree that a Substitute Check or Image Exchange Item that is not paid by a Payor Financial Institution, or is otherwise returned for any reason, will be returned to You and Your Demand Deposit Account charged for the amount of the Substitute Check or Image Exchange Item plus any applicable returned Check fees. SVB's right to charge Your Demand Deposit Account will apply without regard to whether the Substitute Check or Image Exchange Check is timely returned to SVB or whether there is any other claim or defense that the Substitute Check or Image Exchange Item has been improperly returned to SVB.

#### *Duplicate Presentment*

You represent and warrant with respect to each Check processed by SVB pursuant to this Agreement that there will be no duplicate presentment of a Check in any form, including as a digitized image, as a paper negotiable instrument or otherwise and You will be liable for and otherwise assume responsibility for any such duplicate presentment of any Check. You agree to

indemnify and defend SVB against any and all claims, causes of action or demands arising out of or directly or indirectly related to the duplicate presentment of any Check.

#### *Your Representations and Warranties*

By sending electronic images of Checks to SVB, You make any and all additional warranties that SVB makes under applicable laws and regulations, including, but not limited to, all warranties under the Uniform Commercial Code, Check 21, Regulation CC, and Regulation J of the Board of Governors of the Federal Reserve System, 12 CFR Part 210, and, where applicable, the rules of any image exchange network.

#### *Deposit of Checks/Receipt and Rejection*

SVB will exercise reasonable care in processing deposits that it receives. SVB is not obligated to treat Your deposit as in-fact received unless we specifically acknowledge receipt of the deposits. Acknowledging receipt of the deposit does not mean that SVB acknowledges that the deposit is error free or that we are responsible for information contained in the deposit. In general, a Check will be deemed to have been received and accepted by SVB for deposit when all of the following have occurred: (i) SVB has preliminarily verified that the image quality of the Checks is acceptable to SVB in its discretion, all Check information is complete and the deposit totals are balanced to the Check information provided for the deposit; and (ii) SVB has successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, images received by SVB for deposit may be rejected by SVB in SVB's sole discretion.

SVB may accept for deposit to Your Demand Deposit Account all Checks received via Mobile Deposit in Your name, including Checks made payable or properly endorsed to You as an individual payee or joint payee regardless of whether those Checks bear Your endorsement. SVB is not responsible for files that it does not receive or for images that are dropped during the transmission. SVB is not liable for any alterations made to files after they are transmitted to SVB.

Once Checks are accepted for deposit by SVB, availability of credit from those deposited Checks will be subject to the availability schedule of SVB, which may be amended without notice.

#### *Assignment of Float and Availability of Funds*

SVB agrees to assign float and availability of funds consistent with the terms of the DADS; provided, however, that the availability of proceeds of Checks processed under this Agreement will be and remain subject to such availability schedules as SVB may determine which may be amended without notice.

#### *Method of Presentment of Checks/Collection Items/Return Checks*

For all Checks processed pursuant to this Agreement, either (i) digitized images will be converted to Substitute Checks and presented for payment to a Payor Financial Institution, or (ii) Image Exchange Items will be presented for payment through image exchange networks. SVB may in its sole discretion determine the manner of processing.

#### *Collection and Return of Substitute Checks*

For all Checks processed as Substitute Checks, SVB will act as the reconverting bank, convert digitized images to Substitute Checks and present the Substitute Checks to established Endpoints for payment. All such processing and presentment shall be done in accordance with timeframes and deadlines agreed to by the parties under this Agreement or in the Documentation or as otherwise specifically agreed by SVB. Unless otherwise agreed by You and SVB, SVB will process any returned Checks as described in Regulation CC Section 229.31. If You desire special return processing, You will provide information as required by SVB to describe such special processing, which shall remain subject to approval by SVB in its sole discretion.

#### *Collection and Return of Image Exchange Items*

You acknowledge that Image Exchange Items may be presented to a Payor Financial Institution instead of Substitute Checks. Similarly, Image Exchange Items may be returned to SVB, in which event SVB will return such Image Exchange Items electronically to You, if You agree to accept Image Exchange Items. If You do not agree to accept Image Exchange Items, then SVB will create Substitute Checks from any such Image Exchange Items and return such Substitute Checks to You, in accordance with SVB's normal return procedures. In the event SVB returns Image Exchange Items to You pursuant to this paragraph, the rights and obligations of You and SVB under this Agreement will be the same as if Substitute Checks had been returned to You.

#### *Internet Connection*

If using Mobile Deposit, You will provide, at Your own expense, a supported mobile device with a data plan permitting an Internet connection and web access issued through a wireless carrier, and will, at Your own expense, install the corresponding Mobile Banking Application for the particular supported mobile device.

### *Failure of Mobile Deposit*

For the purpose of Mobile Deposit, in the event of any of the foregoing failure or delays, You acknowledge that You may instead deposit directly with SVB any Original Checks for processing and presentment provided such Original Checks have not been previously imaged and processed via Mobile Deposit. SVB shall be excused from failing to transmit or delay in transmitting a Check for presentment if such transmittal would result in SVB's having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines or if SVB otherwise would be violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

## 22. Credit Card Accounts

### *Credit Card Account Payments*

Using this Online Banking Channel, payments to a Credit Card Account may be made from an SVB Deposit Account or a deposit account owned by You held at another financial institution. The "Cut-off Times" provided below are the times by which SVB must receive the payment request on a business day in order to be processed on the Effective Date. The "Effective Date" is when the payment will be applied to the applicable Credit Card Account.

TYPE OF PAYMENT	CUT-OFF TIME	EFFECTIVE DATE
From an SVB Deposit Account to an SVB Credit Card Account (to make a payment on the Credit Card Account)	3:00 PM Pacific Time	The date payment is received if prior to the cut-off time, otherwise the next day.
Transfers from a deposit account held at another financial institution to an SVB Credit Card Account (to make a payment on the Credit Card Account)	3:00 PM Pacific Time	The date payment is received if prior to the cut-off time, otherwise the next day.

A request to make a payment to a Credit Card Account that SVB receives on a non-business day or after the Cut-Off Time will be treated as received on the next SVB business day. Payments to Your Credit Card Account may be requested: (i) as a one-time payment, which may be scheduled up to 60 days in advance and for an amount You select; or (ii) as automatic payments to occur monthly on or before (as determined by SVB) the Credit Card Account's payment due date. For automatic monthly payments to a Credit Card Account, Client may choose to make the monthly payments in the same amount as selected by Client regardless of the balance due on the Credit Card Account, or choose to each month pay either the minimum payment amount or the entire balance of the Credit Card Account as reflected in the corresponding periodic statements. Note that the minimum payment amount and the entire balance of a Credit Card Account may vary from month to month.

For all transfers above: (i) any Deposit Account and Credit Card Account involved in the transfer must be accessible to You through this Online Banking Channel; and (ii) there must be sufficient funds or available credit, as applicable, in the Account used to fund the transfer. SVB reserves the right to overdraw the Deposit Account or exceed the available credit of the Credit Card Account, as applicable, used to fund the transfer and You agree to any additional fees and interest that may apply.

Transfers from a Credit Card Account to a Deposit Account will be considered a cash advance, subject to the terms and conditions of the applicable Credit Card Agreement.

### *Card Activation*

In some cases You may be able to activate a card associated with Your Credit Account by using this Online Banking Channel, however, You may need to contact SVB using the SVB telephone number provided to You with the card or at the phone number for U.S. Clients provided in Section 11 above to activate a card. Requests to activate cards are typically effective immediately.

### *Changing Your Mailing Address*

You may be able to use this Online Banking Channel to request a change of Your mailing address for Your Credit Card Accounts, however, at times You may need to make such a request by calling SVB at the appropriate telephone number provided in Section 11 above. A request for a change of address will be effective once SVB has had a reasonable amount of time to process the request and SVB is reasonably comfortable that the request is genuine and accurate, until which time all communications mailed to You will be sent to the prior mailing address on file with SVB. SVB may in its sole discretion, but is not required to, send You an Electronic Communication using Your contact information on file with SVB to notify You of a change to Your mailing address requested via an Online Banking Channel.

## 23. Credit Card-Only Users

See also Section 4 above for a description of Users and Administrators and applicable restrictions.

For U.S. Clients, Users who only have access to specified Credit Card Accounts and functionalities are "Card-Only Users". A User may: (i) be self-designated as a Card-Only User by registering as a Card-Only User via an Online Banking Channel; or (ii) be converted to a Card-Only User by the Administrator or SVB, each in its sole discretion, designating the User as a Card-Only User or by otherwise removing all non-Credit Card functionality and Financial Services from the User's access to the Online Banking Channel

The following requirements apply to Card-Only Users:

- (i) Card-Only Users will only have access to Credit Card Account(s) on which the Card-Only User is a cardholder, and will not have access to any other Accounts through this Online Banking Channel;
- (ii) Card-Only Users will have access to the Credit Card Account(s) described in clause (i) above through the Mobile Banking App (as defined in Section 10 below);
- (iii) Card-Only Users will only have access through this Online Banking Channel to the Financial Services that are applicable to Credit Card Accounts; and
- (iv) Card-Only Users will only have access to Reports associated with the Credit Card Account(s) described in clause (i).

Additional requirements may apply with respect to Card-Only Users, as described in this Online Banking Channel.

**IF YOU ARE A CLIENT WITH SVB ACCOUNTS HELD IN THE UK BRANCH THE FOLLOWING TERMS APPLY TO YOUR UK BRANCH ACCOUNTS:**

## 24. Financial Services Compensation Scheme; Depositor Preference

It is important to note that if SVB were to go into liquidation, deposits maintained in the UK Branch would not have the benefit of deposit insurance of the US Federal Deposit Insurance Corporation. In addition, UK Branch deposits would not have the same preferred status over non-deposit creditors as do deposits payable in the US. This means that depositors of the UK Branch would receive payment from the liquidated SVB assets only after all uninsured US deposits were fully paid. In that case, you would be an unsecured creditor of SVB and would be repaid only to the extent that assets remain available after repaying all other secured creditors. SVB is covered by the UK Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if SVB is unable to meet its financial obligations. Most individual and small business depositors are covered by the FSCS.

In respect of deposits, an eligible depositor is entitled to claim up to £85,000.

For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000).

The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with SVB, including foreign currency accounts and any share in a joint account, and not to each separate account.

The compensation limit applies per customer per authorised bank. This information is correct as at 1 January 2011. Claims under the FSCS are subject to your specific circumstances, the nature of your claim, the specific rules of the FSCS and maximum limits on compensation, as published from time to time on the FSCS website. For further information about the FSCS (including the amounts covered and eligibility to claim) please ask us, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk), or call the FSCS on 020 7892 7300.