

Silicon Valley
Bank UK
Transact Gateway
Terms and
Conditions

1 August 2022



Silicon Valley Bank UK Transact Gateway Terms and Conditions

About us

These terms and conditions govern the use by you of SVB UK Transact Gateway through Silicon Valley Bank UK Limited ("SVB UK").

SVB UK Transact Gateway (the "Gateway") is an electronic banking and communication channel that allows you to use various payment and information services ("Services") made available by us from time to time. Services may include the making of payments to third parties at your request, exchanging electronic payables files, receivables files or other information in agreed-upon formats, and other functionality as we may choose to offer.

As used in these terms and conditions, "Account" means a deposit account, credit account (including a credit card or charge card account), or any other of your accounts, as the context may dictate, whether established with us or another financial institution.

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1. Set-Up Fees

The Gateway requires an initial system setup, configuration, and testing ("Setup"). You may begin using the Gateway when we notify you that the Services have commenced but only after all of our Setup requirements are completed and you have notified us, in a form we reasonably specify, that the results of all your testing have been satisfactorily completed. You hereby authorise us to accept instructions for Setup from any authorised person or others we reasonably believe represent you.

You agree to pay all applicable fees for use of the Gateway set out in these Terms and Conditions and the tariff ("Gateway Tariff"), as published from time to time. Fees will be included in the billing statement for the billing cycle for which they were accrued. You should be aware that the Standard Payment Charges set out in our standard Tariff of Charges will apply for all payments originating through the Gateway. In particular, you should be aware that if you use the Gateway to settle your SVB UK Charge Card, a charge will apply which may not be payable if you used an alternative SVB channel.

2. Processing Payment Instructions

When you transmit a payment instruction to us through the Gateway, you authorise us to process the requested payment and charge your designated Account for the payment amount instructed, plus any related fees due to us. Payments may be made by CHAPS, BACS, Faster Payments, SEPA Credit Transfer, international payments, internal account transfer or other payment channels we may offer from time to time. We may but are not obliged to deduct any amount from any of your Accounts held with us in order to cover a payment instruction we have received from you, if your designated Account lacks sufficient funds. We do not warrant or guarantee the fulfillment of any payment request.

You agree to transmit electronic payment files to the Gateway via a secure protocol as established between us from time to time. We will acknowledge receipt of an electronic payment file by email and you must authorise the transactions before we process them. You will not allow anyone to initiate payment transactions without proper supervision and adequate safeguards. You shall review pending payment transactions prior to their submission to ensure that they are complete, accurate, and properly authorised.

You agree not to exceed the transaction limits we establish from time to time for your Account, any Authorised User (as defined in Clause 6), or any Service.

3. Order of Precedence of Agreements and Rules

These Terms and Conditions and the information provided in the SVB UK Transact Gateway Application Form govern your use of the Gateway and the Services. Each payment may additionally be subject to the rules of the relevant payment network (including BACS, SEPA, CHAPS or other third party system through which the payment is made) (collectively, the "Rules"). In addition, these

Terms and Conditions incorporate our SVB UK Banking Terms and Conditions (as amended). These Terms and Conditions and the SVB UK Banking Terms and Conditions are collectively referred to as the "Gateway Agreements."

To the extent that there is any conflict between the terms of any of the Gateway Agreements, or between any Gateway Agreement and the Rules, the following provisions shall govern, but only to the extent of the conflict and to the extent permitted by applicable law:

- (i) the Rules shall take precedence over any Gateway Agreement, but only as to the specific payment to which the Rules apply; and
- (ii) the SVB UK Banking Terms and Conditions shall take precedence over these Terms and Conditions.

4. Providers

Our ability to provide the Gateway and the Services is dependent upon our ability to obtain or provide access to payment information to affiliates, other financial institutions, third-party vendors, websites, and networks (collectively, "Providers"). You authorise us to act on your behalf with Providers as necessary or appropriate (such as opening user accounts and providing instructions). In the event any Provider is unavailable, or we determine in our discretion that we cannot continue providing network access, we may discontinue the Gateway or related Service, or may provide the Service through an alternate Provider or our standard banking services. In such situations, we will endeavour to provide you with advanced notice, if possible, but have no liability for delay or unavailability of access to the Gateway other than as set out in clause 11 of the SVB UK Banking Terms and Conditions.

5. Confidentiality of Svb UK and Provider Information

All systems, programs, operations, instructions, documentation and know-how relating to the Gateway, including the Security Procedures and Documentation (collectively, "Proprietary Items") are and remain our property or the property of our Providers. You agree to maintain the strict confidentiality of all Proprietary Items. You may not make or retain any copy of any Proprietary Items, or otherwise violate patent, copyright or our other intellectual property rights or those of any Provider. In addition, except as required by applicable law, you may not decompile, reverse engineer, disassemble, modify, or create derivative works of any Proprietary Item. You may not (i) refer to or use any Proprietary Item as part of an effort to develop a program having any functional attributes, look-and-feel, workflow, or other features similar to those of the Gateway, or to compete with us or any Provider, (ii) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any Proprietary Item, or fail to preserve all copyright and other proprietary notices in any copy of any Proprietary Item; or (iii) sell, market, license, sublicense, distribute, or otherwise grant to any person, including any outsourcer, vendor, consultant or

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partner, any right to use any Proprietary Item; (iv) use the Gateway to conduct any type of service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any person, whether on a fee basis or otherwise.

You shall notify us immediately if you know or suspect that there has been any unauthorised disclosure, use or knowledge of or to any Proprietary Item (“Unauthorised Access”). If you or an Authorised User (as defined in Clause 6) is responsible for the Unauthorised Access, you will, at your own expense, indemnify and hold us harmless for any and all actions (including without limitation initiating court proceedings) we deem appropriate to recover possession or prevent further Unauthorised Access, or obtain redress for any injury caused to us or a Provider as a result of such Unauthorised Access.

To the extent allowed by applicable law, you authorise the transfer of any information relating to you to and between us and any of our affiliates, wherever situated, for confidential use in connection with the provision of the Gateway and Services to you. SVB UK or any SVB UK affiliate may further transfer such information as required by any law, court, regulator or legal process.

6. User Credentials

We will assist you in establishing usernames, passwords, and other mechanisms (collectively, “Credentials”) to identify and authenticate two or more individuals you have identified as authorised to maintain your use of the Gateway on your behalf (each an “Administrator”). Your Administrators shall identify one or more authorised users of the Gateway (“Authorised Users”) on your behalf and only Authorised Users may access or use the Gateway. Once Credentials have been assigned and validated by us or the Provider, the use and confidentiality of all information submitted using the Gateway shall be your sole responsibility. Neither we nor the Provider assumes responsibility to discover breaches of your security, or selection of technologies you use to protect your infrastructure or information.

You must take all reasonable precautions to prevent the unauthorised use of the Credentials. You are solely responsible for maintaining the privacy and security of the Credentials and for all activity associated with Credentials provided to you or your Authorised Users. We may act on the instructions of any person who accesses the Gateway, or orders a payment or other Services to be carried out, using the Credentials of an Authorised User. You should notify us under Clause 19 if you suspect or become aware of any unauthorised use or attempted unauthorised use of the Gateway and you should be aware that you may be liable for unauthorised payment transactions as set out in clause 11 of Section 1 of the SVB UK Banking Terms and Conditions.

You will not attempt in any way to disable, deactivate or render ineffective the authentication procedures of the Gateway. You agree to immediately report loss, theft or other unauthorised use of any Credentials to us or, at our option, our Provider. We may suspend any Authorised Users’ access to the Gateway if we or our Provider reasonably believes the Gateway is being used or accessed in an unauthorised, illegal, or disruptive manner.

7. Security Procedures and Account Monitoring

In addition to the Credentials, we may provide certain security procedures, transaction limits, and related functionality (collectively with the Credentials, “Security Procedures”) as part of the Gateway. The Security Procedures are intended to verify the authenticity of communications between us; and (ii) to help secure and protect your Accounts and data from misuse, fraud, and theft. Details regarding the Security Procedures include those set out in Exhibit A attached to these Terms and Conditions, and may be updated from time to time upon notice to you. You acknowledge that you are responsible for selecting the Security Procedures that are commercially reasonable and sufficient for your business operations prior to your use of the Gateway. You agree to use the Security Procedures whenever you use the Gateway or any Service.

You agree to review all Security Procedures from time to time and to decide whether they are commercially reasonable and sufficient for your business operations to protect against unauthorised transactions. In making this decision, you shall consider that you are responsible for all transactions made using your Credentials and the Security Procedures you choose. Each use by you of the Gateway constitutes your affirmation that you believe the Security Procedures are sufficient. You further agree to contact us immediately if you decide at any time that the Credentials or Security Procedures you have chosen are not adequate for your use. It is also your responsibility to periodically revisit the Security Procedures and re-determine that (i) you have implemented appropriate physical, technical, and procedural risk-mitigation systems to its satisfaction, and (ii) have established parameters limiting or restricting transactions in total and on a per-Authorised User basis. You are solely responsible for creation and maintenance of any controls created by you or anyone acting on your behalf.

You must notify us immediately if you have any reason to believe the security or confidentiality of your Credentials, Security Procedures, or the Gateway have been misappropriated or used without your consent in any way.

You acknowledge that failure to use, disabling, or incorrect use of any Security Procedure increases your exposure to fraud and misuse, and puts your Accounts and data at an increased risk of loss. You assume all liability arising from your disabling of or failure to correctly use any Security Procedure.

8. Communications Binding on You

You will be bound by all communications we receive from any party using your Credentials or authenticated using the Security Procedures unless you notify us of any unauthorised use of your Credentials in accordance with these Terms and Conditions. Even if we fail to verify the authenticity of a communication received by us in your name, you will be bound if the communication was in fact authorised by you under any agreement between us, under the laws of agency and apparent authority, or otherwise. Any authenticated electronic communication will serve as your “digital signature” and may bind you to additional terms and conditions.

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9. Availability of Gateway; Systems Failure

We may cause the Gateway to be temporarily unavailable, with or without prior notice, for site maintenance, security or other reasons. Factors beyond our reasonable control, such as telecommunications or equipment failure, may also cause the Gateway to be unavailable. In such event, we will process any scheduled transactions through our standard banking services to the extent required by applicable law. Upon notice from us of a systems failure that prevents us from performing under these Terms and Conditions, you will as soon as reasonably possible deliver to us all data in your possession or control which we reasonably request in order for us to continue to provide the Services.

10. Use Restrictions

We or Providers may provide you with instructions, documentation or other information for using the Gateway (collectively, "Documentation"). You and your Authorised Users may use the Gateway, Services, Credentials, and Documentation (i) only for your benefit and internal business purposes, (ii) only as permitted under the Gateway Agreements, and (iii) only in accordance with the Documentation. To the extent that you process or facilitate transactions for or on behalf of any third party, or otherwise allow any third party to use the Gateway, you agree to do so only in accordance with the SVB UK Banking Terms and Conditions.

You agree to use the Gateway solely to carry on your lawful business and, without limiting this obligation, agree to not use the Gateway for any of the following purposes:

- Any transaction to or from individuals, entities, states, or jurisdictions subject to official sanctions or restricted by order of relevant sovereign or regulatory bodies, including HM Treasury in the United Kingdom, Office of Foreign Asset Control (OFAC) in the United States, the European Union, or the United Nations;
- Any purpose that we identify to you that highlights risks (whether legal, operational, or otherwise) that are unacceptable to us, our agents or any relevant regulatory authority;
- Any transaction relating to the sale of any export controlled product or process in a manner inconsistent with applicable US, UK or foreign export control laws; or
- Any transaction relating to the processing of payments facilitating or resulting from (i) gaming transactions to or from any jurisdiction in which such payments are prohibited by law, including gaming, sports betting, or any form of gambling; or (ii) the transmission, publishing or broadcasting of particular forms of offensive content to or from jurisdictions in which such payments are prohibited by law, including but not limited to activity offending the rights of children, animals, or any vulnerable person.

11. Additional Representations and Warranties

Upon creation of the contract for the Services incorporating these Terms and Conditions and upon each use of the Gateway by you or any Authorised User, you present and warrant to us as follows:

- In view of your requirements, the Security Procedures are a satisfactory method of verifying the authenticity of all users and the correctness of all information submitted through the Gateway;
- The contact information you have provided to us for use of the Gateway is current and correct;
- You have closely and regularly monitored the activities of your employees or Authorised Users, and taken reasonable steps to protect the systems used to access the Gateway;
- All payments are made using the Services and Gateway in pursuance of the ordinary course of your lawful business and not for any purpose prohibited by Clause 9 of these Terms and Conditions;
- You have adopted, and all requested payments are in compliance with, your internal policies and procedures for compliance with all applicable anti-money laundering laws and regulations; and
- You have the full legal right to grant to us and our Providers the right to use the data, software, files, designs, plans, specifications, improvements, works or other materials (collectively, "Customer Material") you provide for inclusion or use in the Gateway and Services. The Customer Material does not infringe upon any patent, copyright, trade secret or other proprietary right of any person and (ii) complies with all applicable law. You have obtained all necessary assignments or licenses and waivers of moral rights from your employees and contractors, including the right to modify any applicable work contained in the Customer Material and to associate any applicable work contained in the Customer Material with any product or service. You and your Authorised Users hereby indemnify and defend us and our Providers against any third-party claim alleging a breach of the foregoing warranties or an infringement of a US, UK, Israel, India, or China patent, copyright, trademark, trade name, trade secret or other proprietary right of any person to the extent the infringement claim results from a modification of the Gateway, Services or Documentation by you (or a third party permitted by you to make such modification).

12. Right to Refuse or Delay Transaction

We may delay or refuse to process any transaction through the Gateway without prior notice if we are unable to confirm to our satisfaction any person's authority to use the Gateway or confirm any person's actual identity; or if we believe such action is prudent for security or compliance purposes. We may also delay

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the processing of any transaction, when the delay is due to a suspicion that the transaction may be in violation of applicable law or the transaction is otherwise under review by us, to the extent permitted by applicable law.

13. Input Error Detection

Our Security Procedures and systems are designed to protect the integrity of the Gateway and authorise transactions, but are not designed to detect input or other errors, including but not limited to duplicate payments, errors in funds transfer instructions, or the incorrect payees or payment amounts. We are not obligated to detect such errors by Authorised Users or others, 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.

14. Refunds

If you request a refund on a payment made through the Gateway, that refund will be made, or (where applicable) refused, in accordance with clause 10 of Section 1 of the SVB UK Banking Terms and Conditions and any other relevant clauses of the Gateway Agreements.

15. Designated Billing Account

The account that you designate as your Billing Account will be used to pay for all fees incurred for the use of the Services. Where fees are incurred in a currency other than the currency of the billing account then we will convert the amount of the fee into the currency of the Billing Account at the exchange rate at the time of conversion and you will bear the currency risk in relation to such conversion.

16. Equipment

You agree, at your own expense, to use equipment that is compatible with our programs, systems and equipment, and those of our Providers, which may change from time to time. We bear no responsibility or liability for defects or incompatibility of any computers, devices, or software that you use in connection with the Gateway, even if we have approved their use.

Without limiting the foregoing, you shall use the Gateway solely in accordance with the specified configuration set out in the Documentation.

17. Transaction Information, Reports, and Statements

Provisional Gateway Reports. Any status, transaction and other information report, analysis or statement (collectively, "Gateway Reports") provided to you through the Gateway are provisional and subject to change or correction by us. Gateway Reports may remain available through the Gateway for some limited period but we do not warrant that such availability will meet your data

retention, business continuity, or other needs.

Final Statements. Final statements, confirmations, and other documentation or analyses will be made available to you as agreed.

You agree to retain and provide to us, upon request, all information necessary to reconstruct any deposit, payment, transmission, file, or entry until 30 business days following receipt by us of the related instruction through the Gateway.

We are under no obligation to provide acknowledgement or notice of payments. While certain payments by you will automatically trigger notifications to you, others will not.

18. Use of Information

You grant us and our Providers a non-exclusive, worldwide, royalty free license to modify, copy, use or otherwise include the Customer Material in the Gateway, Services, and Documentation. You may authorise us to enrich the Customer Material, in our sole discretion, for the purpose of conformance with the syntactic file validation process. We make no representations or warranties in connection with these enrichments and cannot guarantee that they will pass the syntactic file validation process.

19. Notice Of Discrepancies or Unauthorised Use

If no more specific provision in a Rule or the SVB UK Banking Terms and Conditions governs the matter, this Clause 19 governs your obligations to notify us of (i) any error, omission, or discrepancy between any Bank-Provided Information (defined below) and the information in your records (collectively, "Discrepancies"), and (ii) any claims of unauthorised use or unauthorised transactions that occur or appear on or through the Gateway, a Service, or any of your Accounts (collectively, "Unauthorised Use"). As used in these Terms and Conditions, "Bank-Provided Information" includes any Gateway Report, final statements, payment confirmations or any other information we provide.

You should carefully check the Bank-Provided Information we provide you and let us know without delay if you do not agree with any entry, notice a Discrepancy or become aware of any Unauthorised Use a payment which has been incorrectly processed.

If you are a micro enterprise (as defined in the SVB UK Banking Terms and Conditions) and do not advise us of a Discrepancy within 13 months of the date of the relevant transaction, you may not be entitled to a refund or to have any errors corrected.

If you are not a micro enterprise, you must advise us of a Discrepancy within 60 days of the date of the relevant transaction or you may not be entitled to a refund or to have such errors corrected.

If you become aware of the loss, theft, misappropriation or

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unauthorised use of your Credentials or Security Procedures, you must notify us immediately by calling us on the telephone numbers in the 'About Us' section of the SVB UK Banking Terms and Conditions. Nothing in this Clause 19 shall be construed as limiting your obligations under Clauses 8 and 21 of this Agreement by which you have agreed to be bound by Communications we receive using your Credentials.

20. Communications

By us. We may give any notice or other communication to you under the Gateway Agreements, or otherwise in connection with the Gateway or a Service, including amendments to the Gateway Agreements, or any Bank-Provided Information, by post, messenger or electronic communication at the postal or e-mail address shown for you in our records or by posting a message through the Gateway.

By you. Any notices required to be sent to us must be sent in hard copy, by post or by courier. If you seek to provide us with notice orally or by e-mail, you agree to promptly provide written confirmation in hard copy as soon as practicable thereafter. We may act upon oral or e-mail instructions or notice from you, but are not required to do so. If we do, we may discontinue the practice at any time.

Other. You understand and agree on behalf of your employees and agents that we may monitor and record all such persons' telephone and electronic communications in connection with the Gateway Services at any time, without further notice to you or any party to the communication.

Fraudulent Communications. As used herein, "Fraudulent Communications" means any fraudulent emails, notices, or alerts (including spam, scams, phishing attacks and key loggers). You acknowledge that Fraudulent Communications may be sent to you purporting to be official notices or alerts from us. Opening, responding to, or clicking-through a Fraudulent Communication may compromise the security and integrity of your systems, data and Accounts, creating increased risk of loss. In the event that you receive, or believes that you may have received, a Fraudulent Communication, you agree to not open any attachments or click on any links provided, and to immediately notify us.

21. Terminations

We may terminate this Agreement as to some or all of the Services, at any time, on 2 months' notice unless there are circumstances which justify us ending the Agreement earlier. We may suspend or terminate your access to the Gateway immediately and without prior notice, for example, if you commit a serious breach of any agreement with us, if you breach any agreement with us on a number of occasions or any of the circumstances set out in clause 6.2 of Section 1 of the SVB UK Banking Terms and Conditions occur.

You may terminate this Agreement immediately by giving us notice in writing. The termination of this Agreement will not affect your or our rights or obligations that arise prior to termination (e.g. the

indemnification or record retention requirements).

22. Exclusion of Warranties

SVB UK WARRANTS THAT THE GATEWAY WILL WORK IN A MANNER MATERIALLY CONSISTENT WITH THE DOCUMENTATION. EXCEPT FOR THE FOREGOING WARRANTY, THE GATEWAY IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FURTHER, WE NEITHER WARRANT NOR REPRESENT THAT THE GATEWAY

(OR ANY PORTION THEREOF) WILL MEET YOUR SPECIFIC NEEDS; OR WILL BE UNINTERRUPTED OR FREE FROM ERROR.

23. Limitations of Liability

Damages exclusion. We are not liable to you for any indirect, consequential, special, or incidental damages incurred by you, under any theory of liability and however it may be caused, including but not limited to lost profits, loss of goodwill or reputational harm, data loss, or other intangible losses. Our maximum liability for direct damages is limited to the fees actually paid by you for use of the Gateway in the six months preceding the filing of a claim. The foregoing limitations include, but are 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 the Gateway or breaches of these Terms and Conditions by us or our Providers. This limitation applies whether such liability is asserted on the basis of contract, tort or otherwise, whether or not foreseeable, and even if we or our Provider have been advised of the possibility of such loss but only applies to the extent permitted by the English law and UK regulation governing this Agreement.

Your Data; Delays. Without limiting the foregoing, under no circumstances shall we or our Providers be liable for the following, to the extent caused by you, any Authorised User, any person authenticated using Security Procedures, or any of your third-party providers, or by information (including third-party data and services) as entered into the Gateway by you, an Authorised User, any person authenticated using Security Procedures, or such third-party providers ("Company Input"): (a) the truth, accuracy, sequence, timeliness or completeness of Company Input; or (b) any inconvenience or harm arising from Company Input, the loss of the third-party data and services or errors, mistakes or omissions therein, or for any delays or interruptions in the operation of the Gateway.

Other limitations. You acknowledge that data processing entails the risk of human and machine errors and omissions, including inadvertent loss or misstatement of data. Subject to, and without limiting, the foregoing provisions of this Clause 24 and to the extent permitted by the English law and UK regulation governing this Agreement, you agree that neither we nor any Provider shall be liable for (i) any errors, omissions, delays or losses unless

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caused by our or our Provider's gross negligence or willful misconduct; and (ii) any delays in the receipt or processing of transactions due to causes beyond our or a Provider's reasonable control. Subject to the foregoing, under no circumstances shall our liability exceed (i) if you have paid fees to us for use of the Gateway or Services (including fees paid in cash or through analysis), the total of all such fees you have actually paid us during the six months preceding the event that gives rise to any claim, up to a maximum amount equivalent to \$500,000. Liability for Services may be further limited by the Rules.

One Year Limit. To the extent permitted by English law or UK regulation, no action or claim of any type relating to the Gateway, Services or the Gateway Agreements may be brought by you more than one year after you first have actual knowledge of the basis for the action or claim.

24. Indemnification

You hereby agree to indemnify, defend and hold us, all our affiliates and Providers, and their respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorney's fees and any third-party claims) of any kind which results, directly or indirectly, in whole or in part, from: (a) our actions or omissions that are in accordance with your instructions; (b) any of your actions or omissions, your agents or employees; or (c) any breach by you of any provision of the Gateway Agreements or any Rules. This provision shall survive the termination of this Agreement.

25. Sharing Account Information; Financial Information About You

You authorise us to make any inquiries about you we consider appropriate for maintenance of your access to the Gateway. This may include ordering a credit report on you or contacting any other third party we deem appropriate. You also authorise us to share information concerning your Accounts in accordance with clause 7 of Section 1 of the SVB UK Banking Terms and Conditions (Use of Your Information). We reserve the right to require additional financial documents (e.g., tax returns and financial statements) if your transaction processing exceeds its normal volume, as determined in our sole discretion.

26. Governing Law;

The Gateway Agreements, your use of the Gateway and all payments made through or using the Gateway shall be governed exclusively by English law and any dispute regarding these terms will be subject to the jurisdiction of the courts of England and Wales.

27. Amendments

We may amend (add to, delete, or change) the terms of this Agreement and any instructions by providing you with two months' written or electronic notice, by posting the notice or amended

agreement on our Website or on-line banking platform, or by delivering it to you. You may choose to not accept the change by closing your Account(s) or Services, and terminating this Agreement and the use of the Gateway. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Gateway.

28. Force Majeure

We are not liable for loss from (a) any inaccuracy, act or failure to act of any person not within our reasonable control (such as the failure of other financial institutions to provide accurate or timely information); or (b) any error, failure or delay caused by accident, fire, flood, war, riot, electrical, mechanical or communication failure, acts of third parties, acts of nature, or any cause beyond our control.

29. Third Parties

This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement under the Contract (Rights of Third Parties) Act 1999.

30. Validity/Waivers

If any provision of the Gateway Agreements is found to be void or invalid, the remainder of the Gateway Agreements will remain in full force and effect.

Any waiver by us of any rights under any Gateway Agreement or law must be in writing to be effective. Any failure by us, our affiliates, or our Providers to enforce their rights under the Gateway Agreements or at law will not be considered a waiver of such rights. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time. Our practice of sometimes allowing overdrafts will not obligate us to continue the practice at a later date. We may discontinue permitting overdrafts at any time and without prior notice.

SVB UK Transact Gateway Master Agreement

Exhibit A

SECURITY PROCEDURES

1. TIER 1:

(a) Authorised User enters user name and password;

(b) Client defines permissible "roles," including levels of access that each Authorised User may have (for example, view-only, access to transactions, etc.); and

(c) Client sets currency limits on size of transactions that each Authorised User may effectuate.

2. TIER 2:

All Tier 1 procedures plus, upon submission of a file to the Gateway, Client must also separately enter the total value of the transactions in that file ("Control Total"). A separate Control Total is required for each file.

3. TIER 3:

All Tier 1 and Tier 2 procedures, plus authority to upload files to Gateway is separated from authority to release file for payment. Also possible to require separate Authorised User to enter Control Total.