

## **SVB Supplier Code of Conduct**

### **Purpose**

The SVB Supplier Code of Conduct (“Code”) sets forth the minimum principles we expect our Suppliers to follow when doing business with the bank. As a multi-national organization, this Code should be read as applying globally although there may be differences in application for specific regions. Local legal requirements, labor law, and specific contractual agreements are the mechanisms by which the Code will be applied and shall supersede this Code if there are any inconsistencies.

The Code of Conduct is based on SVB’s core values, which help SVB maintain the highest level of service for its customers and act as a differentiator in the marketplace. The bank expects our Suppliers to act in accordance with the Code and enforce policies that support these principles. If, in the sole judgment of SVB, a Supplier has violated this Code, SVB shall have the right to terminate the Supplier relationship immediately and without penalty to SVB.

### **Compliance with Laws**

SVB requires that Suppliers comply with all applicable laws and regulations in the conduct of the Company’s business.

In addition, Suppliers shall be responsible for compliance with all immigration, labor and employment laws and regulations applicable to Supplier personnel performing any services for SVB.

Transactions or deals made with entities or individuals on sanctions lists is prohibited.

### **Confidential Information**

Suppliers shall at least use the same care and precaution in protecting SVB’s confidential information as they use to protect their own highly confidential, proprietary information and trade secrets. Safeguarding confidential information concerning our customers is essential in maintaining client trust and compliance with data security laws and regulations. It is the policy of SVB that confidential information acquired from a client must be held in the strictest confidence. Any security incidents or data breaches involving SVB confidential information must be reported to SVB in a timely manner.

Suppliers must not disclose financial or other information regarding SVB to any outside parties unless they have been published in public filings with the SEC, or otherwise made available to the public through authorized news releases. Suppliers shall ensure that their employees shall not use any material non-public information to engage in any insider trading related to SVB Financial Group.

### **Use of SVB Name and Social Media**

Suppliers shall not use SVB's or SVB affiliates' names or trademarks in connection with any advertising or promotional materials or activities, in a Web site, in a press release, or in other written, electronic, magnetic or laser media communications, or Services, materials or products provided to, third parties.

Suppliers should not communicate about anything relating to Silicon Valley Bank’s business unless they are specifically authorized to do so. Suppliers are also prohibited from making slanderous or libelous, willfully untrue, and/or derogatory statements about the bank.

### **Gifts and Entertainment**

Suppliers shall not give or offer anything to SVB employees or other SVB representatives in an effort to influence actions or gain an advantage with the company. SVB does not tolerate acts that would be or

would be perceived to be bribery or corruption in any form. SVB expects its Suppliers to comply with all federal, state, provincial and municipal laws including all antitrust and fair trade policies.

### **Labor and Human Rights**

SVB believes all workers deserve a fair and ethical workplace. Workers must be treated with the utmost dignity and respect, and Suppliers shall uphold the highest standards of human rights. Suppliers shall provide and maintain a safe work environment and integrate sound health and safety management practices into its business. Workers shall have the right to refuse unsafe work and to report unhealthy working conditions

Suppliers shall not discriminate against any worker based on age, disability, ethnicity, gender, marital status, national origin, political affiliation, race, race-related characteristics, religion, sexual orientation, gender identity, union membership, or any other status protected by country law, in hiring and other employment practices. Suppliers shall not require pregnancy or medical tests, except where required by applicable laws or regulations or prudent for workplace safety, and shall not improperly discriminate based on test results.

Suppliers shall commit to a workplace free of harassment and abuse. Suppliers shall not threaten workers with, or subject them to, harsh or inhumane treatment, including but not limited to verbal abuse and harassment, psychological harassment, mental and physical coercion, and sexual harassment.

### **Ethics and Conflicts of Interest**

Suppliers shall disclose all actual or potential conflicts of interest due to either business or personal relationships with customers, business associates, competitors of SVB, or with SVB employees. Should Suppliers discover a potential conflict of interest, they will contact their SVB relationship manager.

SVB requires our Suppliers to conduct themselves in a fair, reasonable and honest manner. Suppliers shall not engage in corruption, extortion, embezzlement, or bribery to obtain an unfair or improper advantage. Suppliers shall abide by all applicable anti-corruption laws and regulations of the countries in which it operates, including the Foreign Corrupt Practices Act (FCPA) and applicable international anti-corruption conventions.

### **Accuracy and Completeness of Books and Records**

For Suppliers involved in providing accounting or financial statement services, you must adhere to the following guidelines:

- Do not make false, intentionally improper, or misleading entries in the books and records of the Company.
- Provide complete and accurate information in response to inquiries from SVB's regulators and auditors, both internal and external.
- Do not establish or maintain undisclosed or unrecorded funds or assets of the Company for any purpose except when obsolete or surplus.
- All payments made by, or on behalf of the Company, for any purpose will be fully defined and are to be made only for the purpose described in the documents and records of the Company supporting the payment.

- Submit all documents reflecting a binding element of a contract with a customer that is not reflected in the final transaction documents (such as “side letters” including those made by e-mail) to the Finance department.
- If you participate in the development or the review of SVB’s financial reports, you must provide full, fair, accurate, timely and understandable disclosure in reports and documents that SVB files with, or submits to, the Securities and Exchange Commission and in other public communications made by SVB.