



## **DEPOSIT AGREEMENT AND DISCLOSURE STATEMENT – BUSINESS ACCOUNTS**

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## Your Bank Services and Your Agreement with Us

The contents of this Deposit Agreement and Disclosure Statement – Business Accounts (“Deposit Agreement”), your Bank Depositor Agreement (“Signature Card”), our rate sheets, our Schedules of Fees and Charges (“Fee Schedules”) and the various product sheets that you receive from us when you open your account or that you receive from time to time from us make up our agreement with you (collectively the “Agreement”). While some provisions of this Deposit Agreement are summarized or shown below, you should review the entire Agreement for details.

***Dispute Resolution: SHOULD A DISPUTE ARISE BETWEEN US THAT CANNOT BE RESOLVED INFORMALLY, YOU AND WE WILL FOLLOW THE PROVISIONS OF THE DISPUTE RESOLUTION PROCESS DESCRIBED IN SECTION 7 (“DISPUTE RESOLUTION; LIMITATION ON LIABILITY; INDEMNITY; TIME TO BRING AN ACTION”) OF THIS DEPOSIT AGREEMENT. EACH PARTY WAIVES ITS RIGHTS TO A TRIAL BY JURY, TO THE FULLEST EXTENT PERMITTED BY LAW, AND AGREES TO COOPERATE IN CONNECTION WITH EITHER PARTY’S EFFORTS TO DECIDE DISPUTES THROUGH THE JUDICIAL REFERENCE PROCEDURES AS PROVIDED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.2 AND AS MORE FULLY DESCRIBED IN SECTION 7 BELOW. THESE DISPUTE RESOLUTION PROCEDURES ALSO APPLY IF A DISPUTE ARISES UNDER A “RELATED AGREEMENT” (as defined below).***

### Your Agreement

Please carefully read and retain all Agreement documents we provide to you. When you sign the Signature Card, use any Bank product or service or request an account from us, you acknowledge that you have reviewed, understand and agree to the terms of the Deposit Agreement and the other applicable Agreement documents we have provided to you and that you will be subject to their terms and conditions. This version of the Deposit Agreement supersedes any previous Deposit Agreements.

This Deposit Agreement does not apply to Consumer accounts. The terms and conditions for our Consumer accounts are found in the Deposit Agreement and Disclosure Statement – Consumer Accounts. For accounts, products and services offered through SVB’s UK Branch the UK Banking Terms and Conditions will apply.

The headings of each section (“Section”) are for convenience only and do not limit or amend any of the provisions of this Deposit Agreement. You are solely responsible for your employees’ and agents’ compliance with the terms of the Agreement or any “Related Agreement,” as defined below. If at any time you have any questions regarding your accounts or banking services, or require additional information, please do not hesitate to contact Client Services. Contact information is listed in Appendix A of this Deposit Agreement.

### Consummation of Agreements by Us

Our agreement to a contractual relationship with you (including this Deposit Agreement, Related Agreements, terms of use or other agreements and whether in paper or electronic form) may occur and be evidenced by our written or electronic execution of the agreement (as provided in Section 1f [“Electronic Contracts, Records and other Documents are Valid”] of this Deposit Agreement) or manifested by our providing the relevant account, product or service to you. In the event that an agreement with you does not set forth an effective date or if in our opinion an effective date cannot be otherwise determined by the terms or conditions of the agreement, then the effective date of the agreement shall be a date that is reasonably determined by SVB.

**a. Definitions.** In this Deposit Agreement, the singular shall include the plural form and the plural shall include the singular whenever the content requires or permits. The word “may” when used in reference to action by us is permissive and means that we are allowed at our sole discretion to take action or no action, but are not required to do so. We will have no liability for inaction where we have discretion not to act. The word “includes” means “including but not limited to” the examples given. The word “or” is inclusive unless the context otherwise requires. Unless otherwise specified all references to dollars mean U.S. dollars, and references to time mean local time for the Bank (i.e., Pacific Time). Capitalized terms have the meaning given to them in the Agreement. In addition, the following terms have the following meanings:

“Account” (whether or not capitalized) means any deposit account covered by the Agreement (unless the context requires otherwise).

“Authorized Signer” means the individuals who are shown on your Signature Card as an authorized signer. Your Signature Card and this Deposit Agreement set forth the authority that an Authorized Signer has with regards to your accounts, products and services. The term also includes individuals who are known to you to have exercised authority as an Authorized Signer on your behalf and to have been recognized by us in that capacity, unless you inform us to the contrary promptly following your knowledge (actual or imputed) that the person is acting as an Authorized Signer. If you designate a person as an Authorized Signer or a person is otherwise justifiably treated by us as an Authorized Signer under this Deposit Agreement, then we are allowed to treat the person as an Authorized Signer for all purposes, including those set forth in the Signature Card. Further we may rely on their authority as an Authorized Signer until we have received notice to the contrary from you and have had a reasonable amount of time to react.



“Available Balance” means the most current record we have about the funds available for withdrawal from your account, which may not include (i) deposits not yet available pursuant to our Funds Availability Policy, (ii) debit card or other transactions that we are legally obligated to pay or have already paid out in cash, (iii) other pending transactions and (iv) holds on your account.

“Beneficial owner” (whether or not capitalized) means the natural persons who ultimately own or control you as a company. Control is presumed to exist for senior executive officers and persons holding 25 percent or more of any class of security issued by you; provided, however, that we reserve the right to include persons as “beneficial owner” in other circumstances. “Business Accounts” are not Consumer accounts (defined below), and the terms of this Deposit Agreement may not be used to extend the state and federal law protections granted to consumers to any Business Accounts.

“Business Days” means any day that the Bank is open, which is all days except Saturdays, Sundays, federal holidays, or when closures are necessitated during emergency conditions, or that occur due to unforeseen circumstances outside of the Bank’s control (which may also affect the bank’s ability to process deposited checks under normal circumstances, when the bank is normally open”).

“Card” means a debit card that we issue to you.

“Cardholder” means a natural person who is to be given a Card by you or at your direction. The Card is issued to you, and you alone are responsible to SVB for all Card use. The Card is not issued to a natural person, and a natural person is not responsible to us for Card use, even if a name is shown on the Card with yours as Cardholder.

“Check” (whether or not capitalized) means: (a) a negotiable demand draft drawn on or payable through or at an office of a bank; (b) a negotiable demand draft drawn on (i) a Federal Reserve Bank or a Federal Home Loan Bank or (ii) the Treasury of the United States; (c) a demand draft drawn on a state government or unit of general local government that is not payable through or at a bank; (d) a United States Postal Service money order; or (e) a traveler’s check drawn on or payable through or at a bank. The term “check” includes an original check and a substitute check.

“Consumer accounts” are accounts used primarily for personal, family or household purposes.

“Contracting Officer(s)” means the individuals who are shown on your Signature Card as a contracting officer. Your Signature Card and this Deposit Agreement set forth the authority that a Contracting Officer has with regards to your accounts, products and services. The term also includes individuals who are known to you to have exercised authority as a Contracting Officer on your behalf and to have been recognized by us in that capacity, unless you inform us to the contrary promptly following your knowledge (actual or imputed) that the person is acting as a Contracting Officer. If you designate a person as a Contracting Officer or a person is otherwise justifiably treated by us as a Contracting Officer under this Deposit Agreement, then we are allowed to treat the person as a Contracting Officer for all purposes, including those set forth in the Signature Card. Further we may rely on their authority as a Contracting Officer until we have received notice to the contrary from you and have had a reasonable amount of time to react.

“Deposit Service” means a service provided in connection with the use of an account (e.g., checks, deposits, ACH, wires).

“Electronic Communication” means a message or communication sent by electronic means in a format that allows visual text or images to be displayed on equipment such as computers, e-readers, electronic tablets and mobile telephones.

“Item” (whether or not capitalized) includes checks, electronic items, drafts, demand drafts, remotely created checks and items, imaged items, preauthorized drafts, internet payment instructions or other order or instruction for payment, transfer or withdrawal of funds (including a withdrawal slip). Where appropriate, “item” includes bill payment instructions, deposited items returned unpaid, automatic transfers and electronic transaction (including Automated Clearing House [ACH], Automated Teller Machine [ATM] and Point-of-Sale [POS]) or a photocopy of any of those listed.

“OFAC” means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

“Overdraft” (whether or not capitalized) means any event that results in a negative balance in your account.

“SVB Privacy Policy” means our privacy and information security policies and notices that govern our rights and obligations with respect to information about you, your accounts, Cardholders and other users of Deposit Services. These include SVB’s Privacy Notice (<http://svb.com/Privacy-Notice>) and other terms and conditions included in this Agreement (see, for example, Section 1k [“Privacy and Confidentiality”] of this Deposit Agreement) and (where applicable) Related Agreements.

“U.S.” means the United States of America.

“We,” “our,” “us,” “SVB” and “Bank” means Silicon Valley Bank. “You,” “your” and “client” means the account owner(s) or user of a product or service. The term also includes your employees and agents (including Contracting Officers and Authorized Signers), as appropriate. You agree to ensure that your employees, agents or any third parties used by you comply with the terms and conditions of this Deposit Agreement.

**b. Our Relationship.** Unless otherwise expressly agreed in writing signed by us, our relationship with you will be that of debtor and creditor; in other words, we owe you the amount of your deposit, subject to the terms of the Deposit Agreement. We owe you a duty of ordinary care. No fiduciary, quasi-fiduciary or other special relationship exists between you and us. Any internal policies or procedures that we may maintain which are in addition to or in excess of reasonable commercial standards and general banking practice are solely for our own benefit and shall not impose a higher standard of care on SVB than otherwise would apply in their absence.

You agree to pay us such fees and charges described in this Agreement or otherwise communicated to you, such as in our Fee Schedules. These fees and charges are subject to change, from time to time, and at any time, as described in Section 1j ("Amendments/Changes in Account Terms") of this Deposit Agreement.

**c. USA PATRIOT Act Notice.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you apply for an account, we will ask for your name, address, date of birth, taxpayer identification number (TIN), whether you are a Politically Exposed Person (see Section 2d ["Politically Exposed Persons"] of this Deposit Agreement) and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents for beneficial owners, Contracting Officers, Authorized Signers and any other person or entity who is designated as a signer on the account. You may also be asked at account opening, and from time to time, to provide us with valid documentation including, but not limited to, a certification of trust, court orders, partnership agreements, certificates of limited partnership, filed articles of incorporation and filed fictitious business name statements, in addition to any other documents deemed necessary by us. If your account is funded before we verify your information, you may not have access to your funds or conduct any transactions on your account. If we are not able to verify your identity to our satisfaction, we will not open your account or we may close the account if it was previously funded. By opening an account with us you agree that no Authorized Signer, Contracting Officer or beneficial owner of your account is subject to any sanctions programs administered or enforced by OFAC.

**d. Related Agreements.** There may be certain disclosures, agreements, negotiated, promotional, or programmatic terms, and terms of use that govern your account, products and/or services with the Bank in addition to this Deposit Agreement ("Related Agreements"). These Related Agreements shall apply as if you had entered into a separate agreement to use the product or service. The terms of this Deposit Agreement are in addition to and not in place of those in the Related Agreement. In the event that certain terms of a Related Agreement are inconsistent with this Deposit Agreement, the terms of the Related Agreement will govern your use of the product or service. Products or services that may be governed by Related Agreements may include, but are not limited to bank products, treasury management services, payment origination services, lockbox, remote deposit capture, mobile deposit, sweep and repurchase agreements, online banking, Eurodollar accounts, multi-currency accounts, bill pay services and automated clearing house services. If we approve your eligibility for, enrollment in and use of these or other related services, you agree to be bound by the terms and conditions set forth in the Related Agreements pertaining to such services and any terms and conditions set forth in the enrollment forms for these services or provided to you electronically or otherwise. .

**e. Online Banking Services.** As stated in Section 1d ("Related Agreements") of this Deposit Agreement, certain Related Agreements may govern your use of online banking and electronic services ("Online Banking Services") that we offer. If we approve your eligibility for, enrollment in and use of these services, you agree to be bound by the terms and conditions set forth in the Related Agreements pertaining to such services and any terms and conditions set forth in the enrollment forms for these services or provided online as terms of use.

Specific terms of use for our Online Banking Services may be provided as hyperlinks or "click-through" agreements on the website, which may be updated from time to time. Continued use of the online services shall constitute your acceptance of the applicable terms of use. You are solely responsible for any of your employees' or agents' compliance with the applicable terms of use for online services.

**f. Electronic Contracts, Records and other Documents are Valid.** Each party may execute agreements, including the Signature Card and Related Agreements, by electronic means acceptable to SVB and recognizes and accepts the use of electronic signatures and records by the other party in connection with the execution and storage of them. For example, Related Agreements may be provided for your electronic signature using the electronic contracting service you used to complete your Signature Card (and, thereby, also to agree and consent to this Deposit Agreement). As another example, hyperlinks or "click-through" agreements that we present to you on the SVB website can also be used by you to form an agreement by electronic means. All of these electronic channels may be also used by us to provide updates and changes in terms, from time to time. In addition, and without limitation, use or continued use of your account or a product or service (including Deposit Services) shall constitute your acceptance of the applicable terms of use.

We may provide you with disclosures and documents via Electronic Communication in an electronic channel, including email, other electronic service (such as an API), our Online Banking Services, mobile devices or otherwise. This includes your periodic account statements, tax reporting statements, changes in terms, other notifications and other communications from us to you. In many cases, our delivery of these disclosures or documents will be accomplished by sending you an email informing you of the availability of the disclosure or document with instructions to obtain it through our Online Banking Services. You agree to access all documents that are

made available to you and to immediately notify us of any errors. You will be deemed to have received any such disclosures and documents upon the earlier of your actual receipt of them or the Business Day following our transmittal of an email that contains the disclosure or document or that informs you of its availability (e.g., when email is used to inform you of a disclosure or document that is available in our Online Banking Services). Use or continued use of your account or a product or service (including Deposit Services) shall constitute your acceptance of the disclosure or document that is provided or made available to you electronically.

**g. Third-Party Beneficiaries.** This Agreement is for the benefit of you and the Bank. Unless otherwise reflected in our records, there are no third-party beneficiaries to this Deposit Agreement or any Related Agreement, if applicable.

**h. Effective Date.** The fees, services, products and benefits described in this Deposit Agreement were current as of the effective date of this Deposit Agreement but are subject to change. You can obtain current information by contacting Client Services (see Appendix A).

**i. English as Designated Account Language.** The terms of this Deposit Agreement and the accounts, products and services we provide are provided to you in the English language. If we make any documents available in languages other than English and there is any difference in meaning between the English and non-English version of any of our documents, the English version will govern and is available upon request. All written instructions that you give us (e.g., on a check) must be in English. We may decline to process any item or instruction delivered in a language other than English, whether issued by you or another person. If you provide documents in a language other than English, you may be required to provide a certified translation satisfactory to us.

**j. Amendments/Changes in Account Terms.** We may add to, delete, change, amend or otherwise modify the terms of this Deposit Agreement (or any other part of our Agreement with you), a Related Agreement or any electronically presented terms or disclosures at any time. Among other things, this means we may make such changes to fees and charges and to other provisions of this Agreement. Although we may typically give you advance notice of any change, we reserve the right to make changes without advance notice where permitted or needed or appropriate (e.g., for security or loss prevention reasons). Such notices can be made by mail, email or otherwise by delivering a notice, such as a message via our Online Banking Services or statement message, or an amended agreement to you, at any mail or electronic address of record in our files. Notice of any change may be provided to you in accordance with Section 13 ("Notices, Electronic Communications, Signatures and Records") of this Deposit Agreement, or as otherwise described in this Deposit Agreement or (where applicable) a Related Agreement. Your continued maintenance or use of an account, product or service constitutes your agreement to such amendment or modification.

We may substitute similar services or discontinue currently offered products and services by giving you prior notice. We do not have to notify you, however, of any changes that are beneficial to you (e.g., a reduction or waiver of any fees or the addition of services) or if the change is required for security or loss prevention reasons. We are authorized to use third parties to provide services to you, and unless otherwise stated in the relevant Related Agreement, we may change or substitute the third-party providers without your prior consent.

**k. Privacy and Confidentiality.** At SVB, we take protecting the privacy, confidentiality, and security of your non-public personal information seriously. Personal information is protected whether you are a current or former customer. We may collect information about you from your interactions with SVB (e.g., application forms or using our online services and a variety of third-party sources such as government agencies, consumer reporting agencies and other suppliers of public information) in order to verify and enhance any of the information you provide to effect, administer and enforce the products and services we provide you and maintain the accuracy of our records. We may combine this information with personal and other information we have collected about you and your company.

We may use personal information supplied to us to provide our services and to perform everyday business operations (such as opening or closing an account or processing your transactions), to help us evaluate, improve and develop these services, to perform data analytics, to maintain accounts, comply with legal obligations including those aimed at preventing money laundering, for risk control, anti-fraud and information security. In the event we use such personal information of natural persons such as your Cardholders or beneficial owners, we are committed to complying with all applicable data protection laws. We may also use non-public information about you and those who use an account product or service on your behalf (for example, Cardholders or other users of debit cards) and interrogate and use data derived from analysis of the transactions that arise, for both internal or external use; provided however that any external use or disclosure of the data or analysis must be in aggregate and anonymous form and may not include your identity or the identity of the individuals.

We implement reasonable security measures around personal information, as well as reasonable administrative, technical, physical and organizational safeguards to protect the confidentiality, integrity, and availability of personal data entrusted to us for processing.

We do not sell personal information. However, we may share information about you, your deposit and loan accounts and the transactions you perform to third parties: where it is necessary or helpful in verifying or completing a transaction; to disclose the existence, history and condition of your account to consumer reporting agencies; when you give us your consent; to our affiliates; to comply with the law or a court or governmental order; to local, state and federal authorities if we believe a crime or regulatory violation may have been attempted or committed involving your account; as permitted or required by law; and in response to trade inquiries. Late

payments, missed payments and other defaults on your account may be reflected on your credit report. You agree that any individual whose personal information is provided to SVB, as a part of any application for an account, product or service has been provided with a copy of SVB's Privacy Notice.

Please see our Privacy Notice at (<http://svb.com/Privacy-Notice>) for additional details.

**I. Governing Law.** The Agreement, all accounts and Deposit Services provided to you, and any dispute relating to those accounts and services are governed by federal law and, to the extent this agreement is subject to the laws of any state, it will be subject to the internal laws of the State of California, without regard to its conflict of law provisions. Unless otherwise provided in this Deposit Agreement, your accounts, products and services will be subject to applicable clearinghouse, Federal Reserve Bank and correspondent bank rules and regulations. You agree that we do not have to notify you of a change in those rules, except to the extent required by law. If this Deposit Agreement conflicts with any statement made by one of our employees or agents, or employees or agents of our vendors, service providers or affiliates, this Deposit Agreement will govern and control.

**m. Your Requirement to Review Statements and Transactional Documents.** Without limiting other provisions of the Agreement, you agree promptly to review any account statement, receipt, confirmation or transactional document (including debit card statements, wire or FX confirmations) upon them being sent or made available to you electronically or otherwise and to examine them for errors, unauthorized transactions, irregularities and other inaccuracies. In the event that you believe that a statement, receipt, confirmation or transactional document is erroneous or inaccurate in any manner, you agree to notify us of the error or inaccuracy immediately. You shall be precluded from asserting any error or inaccuracy against us and from obtaining compensation for any loss if you do not assert the error or inaccuracy within a reasonable time, but in no event later than 30 days following the earlier of: (i) your discovery of an error or inaccuracy; or (ii) the date we first make available to you the statement, receipt, confirmation or transactional document on which the error or inaccuracy first appears or exists. The foregoing does not limit your responsibility under this Deposit Agreement or extend any provision of this Deposit Agreement that requires you to examine your bank statements, receipts, confirmations, transactional documents or other documents (e.g., in connection with Checks, or for unauthorized Orders or Cards). You also agree that we will not be responsible for any situation, circumstance or loss that results from a forgery, alteration or change which cannot be responsibly detected by us or is as otherwise provided or authorized by law or regulation.

## Account Ownership

**a. Business Accounts; Contracting Officers and Authorized Signers.** Business Accounts are those established by any partnership, corporation, association or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit basis; all governmental units; and any individual who intends to use the account for carrying on a trade or business. You agree to open Business Accounts only. You agree not to use any account of yours for personal, family or household purposes at any time. If a Business Account is used for personal, family or household purposes it is subject to closure without advance notice. You agree to be liable for any penalty, fee and/or cost incurred by the Bank as a result of such use.

Your account opening records, which may include a Signature Card or other documentation, including that which is provided electronically, shall identify the Contracting Officers and Authorized Signers to an account.

An account must be opened by a Contracting Officer. A Contracting Officer shall be identified by you, and such Contracting Officer shall be primarily liable for the actions of any authorized person on the account. Contracting Officers, if more than one shall be present, shall be jointly and severally liable for the actions of the named Depositor. Contracting Officers may be designated by Board Resolution or other company action.

Contracting Officers are individuals who are authorized to transact on your behalf, including but not limited to making withdrawals, writing checks, transferring funds, stopping payments, and obtaining ancillary services (e.g., electronic fund transfer services and wire transfers) and otherwise giving us instructions regarding your accounts, products and services which may be identified in this Deposit Agreement. We may (but are not obligated to) require suitable identification and/or presentation of account ownership records for any account opening, withdrawal or account closure. Without limiting the foregoing, you represent, warrant and agree that any Contracting Officer, acting individually or with others and without a need for notice to other Contracting Officers, may take any and all action associated with the accounts, products and services. This includes, without limitation to the above, authority to open or close accounts, transact on and maintain accounts, negotiate and enter into agreements for Deposit Services (including this Agreement and any Related Agreement), withdraw any or all of the funds on deposit, sign checks or other items for issuance or deposit, stop payment on a check drawn on the account or conduct or give us instructions for other account-related services.

Contracting Officers may designate one or more authorized persons to transact on your behalf – each of these individuals shall be deemed an Authorized Signer. Each Authorized Signer may perform the same actions as that of a Contracting Officer, EXCEPT that Authorized Signers may not add/remove/modify or change any Contracting Officer or other Authorized Signer to an account.

In our sole discretion, we may require the signatures of any combination of, or all, Authorized Signers and/or Contracting Officers for the withdrawal of funds and/or the opening or closing of an account.

We are authorized to pay checks without asking how the checks were issued or how the proceeds will be used, even if the check is payable to the individual who signed or otherwise authorized the check. You also authorize persons who are not Contracting Officers or Authorized Signers to conduct banking and other services as described in this Agreement or any applicable Related Agreement. The foregoing shall not be a limit on our rights to rely on actual or imputed authority of individuals that may exist under law, including the laws of agency.

We require business formation documents, which may include documents such as your filed articles of incorporation, partnership agreements, filed fictitious business name statements or other documentation or actions by you or your shareholders or Board of Directors (including authorization documents described in Section 2b ["Authorization Documents"] of this Deposit Agreement below, used by you in connection with the organization and startup of your company). If we request documents and they are not provided to us within a reasonable time, the Bank may engage an independent search firm to obtain such documents. If we do this, we will charge your account for any investigation fee plus all fees paid by the Bank to the search firm. We may freeze or close your account if documents or information is requested and not provided to us within a reasonable time.

We may require, but are not obligated to require, a partnership, corporation or other legal entity to give separate written authorization telling us who is authorized to act on its behalf. The partnership, corporation or other legal entity must notify the Bank promptly in writing of any change in authority pertaining to any account, product or service with us. We are authorized to follow the directions of a Contracting Officer or Authorized Signer until we receive written notice that the authority has been terminated and have had a reasonable opportunity to act on the notice.

Your account may not be pledged, assigned or otherwise transferred by you in whole or in part without our consent, which we are not obligated to provide.

**b. Authorization Documents.** You represent, warrant and agree (among other things, and without limitation): (1) that the officers of your company are authorized and directed, in their discretion, to select and designate from time to time one or more banks or other financial institutions as a depository of funds of your company, and that the proper officers or other employees are authorized to open and maintain, in the name of your company, accounts, cards or other deposit services with SVB and (2) that banking or financial resolutions or similar authorizations have been issued and approved by the board of directors or similar authorized body of your company, which show the persons authorized to draw on such accounts. Such resolutions or authorization: (1) authorize each Contracting Officer or Authorized Signer to act on your behalf and/or represent and bind you, including as described in this Agreement (and in particular as described in Section 2a ["Business Accounts; Contracting Officers and Authorized Signers"] of this Deposit Agreement), whether acting individually or together, (2) provide that a Contracting Officer may provide notice to us of a change in the persons who serve as Authorized Signer(s), but that we may delay accepting such a change if there is a dispute or if we receive inconsistent instructions (see Section 14c ["Conflicting Demands/Disputes"] of this Deposit Agreement for further detail on our rights in this regard) and (3) permit us to rely on notices, instructions or any action or inaction we receive or that we in good faith believe are by or on behalf of a Contracting Officer or Authorized Signer, and may do so without inquiry as to his or her authority. We may do all or any of this with any person that our records show is a Contracting Officer or Authorized Signer until we have received notice from you of a change and have had a reasonable opportunity to act or respond to notice of the change.

You agree to notify us immediately if your resolution or authorization is amended or changed or of any change in your Contracting Officer(s) or Authorized Signer(s) or of any other change in authority pertaining to any account, product or service with us. You agree that the Signature Card you executed is a "standard form of corporate banking or financial resolution" and that the Signature Card (among other things) allows any Contracting Officer or Authorized Signer (acting individually or with others) to draw on your accounts and to enter into this Agreement and Related Agreements and to perform any and all action or inaction called for or related to Deposit Services. You hereby confirm that the resolution or authorization is in full force and effect. We may require, but are not obligated to require, that you provide separate or supplemental written evidence of authority to act on your behalf at any time and for any reason or no reason.

**c. Signature Card.** We identify Contracting Officers and Authorized Signers from the executed Signature Card that you deliver to us. Copies of signatures on Signature Cards and Related Agreements (including electronic copies) shall have the same legal force and effect as those with original signatures. You agree to ensure that Contracting Officers are responsible to us for the actions or inactions of Authorized Signers. This means that Contracting Officers are responsible for familiarizing Authorized Signers with the terms of this Agreement. This responsibility is joint and several. Unless otherwise specifically agreed to in writing by SVB in your Signature Card, only one signature by a Contracting Officer or Authorized Signer shall be necessary for you to enter into any agreement with SVB or to take action or inaction (including for Deposit Services) on your behalf.

**d. Politically Exposed Persons.** A Politically Exposed Person is any of the following:

- (1) A senior foreign political figure, meaning a senior official in the executive, legislative, administrative, military or judicial branch of a foreign government (whether elected or not), a senior official of a major foreign political party or a senior executive of a foreign government-owned corporation.

- (2) Any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.
- (3) The immediate family of a senior foreign political figure includes the figure's parents, siblings, spouse, children and in-laws.
- (4) A close associate of a senior foreign political figure who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

If you are or become a Politically Exposed Person, you must notify us immediately at account opening or within 30 days of the date you become a Politically Exposed Person. Upon notification, or in the event we discover you are a Politically Exposed Person, we may at our discretion close your account to further transactions, we may reverse transactions that have previously posted to your account or reject pending transactions.

**e. Tax Information and Foreign Account Tax Compliance Act ("FATCA").** Under FATCA regulations, we are required to withhold 30 percent of any payment of U.S. source fixed, determinable, annual or periodic ("FDAP") income that is a withholdable payment to any nonparticipating foreign financial institution or nonfinancial foreign entity ("NFFE"), which is not an excepted NFFE that fails to disclose its substantial U.S. owners (having an interest of greater than 10 percent) or certify that it does not have any U.S. substantial owners. In order to document our clients' FATCA status and determine whether or not withholding will apply, we will require a properly completed withholding certificate (i.e., Form W-8 series or W-9).

SVB's efforts to comply with the FATCA regulations will require us to:

- Collect, review and monitor client information,
- Report certain account balances and income on certain types of accounts to the Internal Revenue Service ("IRS") and
- Withhold and remit 30 percent on U.S. sourced income for non-compliance by clients who have a FATCA status that requires withholding.

In addition, SVB shall have the right to conduct FATCA due diligence on existing clients, which includes collecting and reviewing account holder information and documentation so that an account can be properly classified as a U.S. or a non-U.S. account. We are relying on the information and documentation previously provided by you to complete this effort. However, to ensure SVB accounts have been properly classified under the FATCA regulations, you may be requested to provide additional information from time to time. This may include having to provide a new W-8 or W-9 form, documentary evidence or other information or statements.

**f. Withholding.** If you are a U.S. person, unless you are exempt under federal law, we are required to withhold a portion of your taxable interest and certain other payments (this is referred to as backup withholding) if: (1) you fail to supply us, under penalty of perjury, with your correct taxpayer identification number (TIN) (e.g., provide a Form W-9); (2) you fail to certify on Form W-9 that you are not subject to backup withholding; (3) the IRS instructs us to withhold; or (4) the IRS notifies you that you are subject to backup withholding. You must provide your Form W-9 to us whether or not you are required to file a tax return. We may report interest and other payments made to you to the IRS and state taxing authorities, along with your TIN. We may also report such payments in circumstances where we are not required to do so.

We are required to obtain a taxpayer identification number for each account you open or maintain with us. We may refuse to open, and we may freeze or close, any account or Deposit Services for which you do not provide a Form W-9, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish its TIN and indicate on the Signature Card and Form W-9 that it is exempt.

A non-U.S. entity must certify its non-U.S. status by completing an appropriate IRS certification form (e.g., Form W-8 series) to avoid excessive withholding. Foreign persons may be required to certify their non-U.S. status every three years (or earlier upon request).

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify withholding information. For information and advice on interest reporting, withholding, tax forms and other tax related questions, contact your tax advisor. You agree not to rely on information provided by us regarding tax or legal matters.

In all instances, we may charge an account for any tax that was required to be withheld, but, for whatever reason, was not withheld previously.

**g. Changes in Account Ownership, Address and Contracting Officers or Authorized Signers.** You agree to notify us immediately in writing of any change to your account, including changes to your name, address, telephone number, email address, business ownership, nature of your primary business, the purpose of your account, beneficial owners or the Contracting Officers or

Authorized Signers on your account. We may require a new Signature Card, updated tax certification form or other documentation before giving effect to any change. We may rely on our account records to determine the ownership of your account.

In addition to any of the above, you agree to notify us and provide any necessary updated tax documentation within 30 days of any change in your tax circumstances.

If a Contracting Officer or Authorized Signer on your account changes, we may continue to honor items and instructions given earlier by them until we receive specific notice from you in writing to no longer do so. A new or updated Signature Card, by itself, does not constitute notice to terminate any pre-existing instructions. In some instances, we may require you to close your account or provide us with stop payment orders in order to prevent transactions from occurring. There may be a delay in implementing a change in the Contracting Officers or Authorized Signers on our records, and you agree that we shall have a reasonable opportunity to implement the changes.

**h. Termination/Closing Your Account.** Any Contracting Officer or Authorized Signer may request to close an account at any time, with or without cause. We are not required to close an account at your request if we believe that you have pending transactions or the account is overdrawn. In those cases, if you ask us to do so, we will restrict the account against all future withdrawals until pending transactions are paid or returned and the account balance is no longer negative. We are not required to provide notice of such closure to the other Contracting Officers or Authorized Signers on the account. If you close an account, it may be subject to accrued or prorated fees, charges and/or early withdrawal penalties.

We may, at our discretion, and without notice, close, cancel, freeze, suspend or terminate any account, product or service you have with us, any time, with or without cause. After an account is closed by you or by us, we may deliver the balance, less any fees or amounts due, by any means chosen by us, including sending a check for the collected account balance. We may use any last address we have on file for the account. Thereafter, the funds will stop earning interest (even if the check is returned or remains uncashed for any reason). We will not be liable to you for dishonoring any check or other payment order presented for payment after we close an account.

We may return deposits or dishonor any check, item or transaction presented for payment after an account is closed. At our sole discretion, we may honor checks, items and orders presented or occurring after an account is closed if the transaction is guaranteed by us to third parties (e.g., under a check guarantee or as part of an electronic fund transfer arrangement) or you fail to give us a timely stop payment order for any outstanding checks. You remain responsible for and agree to reimburse us immediately for such checks, items and transactions, which may be treated as overdrafts.

**i. Death or Adjudication of Incompetence.** You agree to notify us immediately of the death or court-declared incompetence of any beneficial owner, or of any Contracting Officer or Authorized Signer, or of any attorney-in-fact; or other person authorized by you to transact on your account(s). Until we receive such notice in writing and have a reasonable time to act on it, we may continue to honor items drawn on your account by a Contracting Officer or Authorized Signer. Even with such knowledge, we may continue to honor items drawn on your account by this person for a period of 10 days after the date of death. We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instruction from the court regarding the account. We also may freeze, offset, refuse and/or reverse deposits and transactions until such time as we have received notice of death from the appropriate government agency or court-declared incompetence of a relevant person authorized to transact on the account and we have determined the identity of the appropriate person with authority to act on behalf of the account.

## Checking, Money Market, Now and Certificate of Deposit Account Disclosures

**Not all of the following account types may be available to you. Please contact Client Services (see Appendix A) to determine the best options available to you.**

### a. Checking Accounts

**i. Rate Information.** Your checking account is non-interest bearing, unless otherwise stated.

**ii. Minimum Balance Requirements.** There is no minimum balance requirement to open a checking account.

**iii. Account Fees.** SVB offers a number of different account options tailored to the needs of our clients. You agree to pay to us all fees and charges associated with your accounts, the services we provide to you and as otherwise set forth in this Deposit Agreement or any Related Agreement. Our Fee Schedules (and/or Product Sheets) describe the most frequently encountered fees associated with our accounts and services. Fees and charges are subject to change. Some services are negotiated separately and may be

subject to other written agreements with us, such as in the case of services set forth in a Related Agreement or other document to which you have agreed.

You further agree to pay the cost of services provided for your benefit by third parties or as required by law. Information on fees for services not covered by the Fee Schedule is available upon request. In addition to fees, you agree to pay for all taxes, tariffs, sales taxes and assessments levied or imposed by any government agency in connection with your account or account-related services (excluding any income tax payable by us).

**iv. Calculation and Payment of Fees.** Monthly service charges are typically calculated from the first Business Day of the month (or date of account opening for new accounts) to the last Business Day of the month, or the date the account is closed. Service charges may be prorated for partial months at our discretion. Fees may be deducted immediately, on the last Business Day of the month or other predefined date depending on the type of fee. Fees may change without specific notice to you. You must promptly pay the fees and charges associated with your accounts and services and are liable for such fees. Although typically you may designate the account from which fees are collected, we may deduct account fees automatically from any of your accounts. We may dishonor checks due to insufficient funds in your account resulting from deducting fees or charges.

If an average daily balance is required to avoid a fee, the average balance is calculated by adding the collected balance in the account for each day of the period and dividing that figure by the number of days in the period.

If you change the type of account you have during a calendar month, your account will be charged the monthly fees of the new account for the entire month. If you have a business checking account with what we determine to be activity that is not accommodated by that account type, we may convert your account to another type of checking account designed to accommodate these needs. If we do convert your account, we will notify you in advance. At that time, we will give you more information about your new fees.

**v. Business Account Analysis.** Certain checking accounts may allow you to offset most account and cash management service charges with a monthly "Earnings Credit" that is based on the balances you maintain with us. Unlike interest, Earnings Credit is not paid to you and does not accumulate. Earnings Credit may only be used to offset charges that are subject to analysis and that are incurred during the month covered by analysis. Unless we agree otherwise in writing, excess Earnings Credit is not carried forward or backward to other billing periods. For information regarding how we calculate analyzed fees, refer to our "Interpreting Your Account Analysis Statement" guide, which you can obtain by contacting Client Services (see Appendix A).

We may impose a Reserve Requirement on our analyzed accounts, whereby we reduce your Average Net Collected Balances by a stated percentage prior to applying Earnings Credit and calculating fees due. Current rate information is available on your Account Analysis statement or by contacting Client Services (see Appendix A).

We may impose a Bank Deposit Assessment fee based on the amount of the Average Net Ledger Balances of your analyzed accounts. Current fee information is available by contacting Client Services (see Appendix A). Although the fee is based, in part, on the cost of FDIC premiums, it may be higher or lower than our actual FDIC premium since it is not tied to the same assessment base, may change at a different time than premium assessments and may not reflect any FDIC rebate, credit or exception.

We may impose an overdraft and/or uncollected funds charge for any overdraft balance and/or float that exceed the account's ledger balance. The charges will be set forth on our Fee Schedules and will be in addition to any daily overdraft fee that we may impose.

**vi. Changes to Rates, Fees and Charges.** Account analysis fees, the Earnings Credit Rate, overdraft or uncollected fees and any other fees and charges are subject to change from time to time without prior notice. Current rate and service charge information is available on our Fee Schedules and product sheets or by contacting Client Services (see Appendix A).

## b. Money Market Accounts

**i. Rate Information.** Your Money Market account is an interest bearing account, unless otherwise stated. The interest rate and Annual Percentage Yield (APY), if applicable, are disclosed on the Money Market Account Rate Sheet issued to you at or prior to account opening.

Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest paid on an account, based on the interest rate and the frequency of compounding for a 365-day period.

Interest may be tiered based on your balance. Depending on the type of account you open, tiered interest may be calculated using the threshold method where we apply the interest rate for the balance tier of your end-of-day balance against the entire balance of your account or the incremental method where different rates apply to different balance tiers. For some account types, balances below a specified minimum will not earn interest.



Your interest rate and Annual Percentage Yield (APY) may change at our discretion at any time. For current rates and tiers, please contact Client Services (see Appendix A).

**ii. Compounding and Crediting.** Interest is calculated and accrued daily and credited monthly to the account. . If you close your account before interest is credited, you will not receive the accrued interest. For Collateral Money Market Accounts, interest may be credited to a checking account.

If we change your account to a non-interest bearing account, due to excessive activity as outlined in Section 3b(vii) ("Transaction Limits for Money Market Accounts") of this Deposit Agreement, you will not receive accrued interest.

**iii. Minimum Balance Requirements.** You may be required to deposit and maintain a minimum balance in a Money Market Account to earn the disclosed Annual Percentage Yield (APY). Account maintenance fees may apply for each month your balance falls below a disclosed minimum. Please refer to the Product Sheets and Schedule of Fees and Charges issued to you at or prior to account opening for details.

**iv. Balance Computation Method.** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account at the end of each day.

**v. Accrual of Interest on Noncash Deposits.** Interest begins to accrue on the Business Day you deposit noncash items (e.g. checks).

**vi. Account Fees.** Account and transaction fees may apply. Please refer to our Product Sheets and Schedule of Fees and Charges issued to you at or prior to account opening. Fees may be deducted immediately, on the last Business Day of the month or other pre-defined date depending on the type of fee. Fees and charges are subject to change from time to time without prior notice.

**vii. Transaction Limits for Money Market Accounts.** For Money Market Accounts, we may implement transaction limits on the account in line with applicable federal, state, or local regulations or Bank policy.

If you have more than the allowable transfers or withdrawals in any one monthly statement cycle, we may close your account or change it to a non-interest bearing account. If your account is converted to such an account, you may be ineligible for a Money Market account at the Bank for a period of 12 months from the date of the conversion. If we change your account to a non-interest bearing account, due to excessive activity, you will not receive accrued, uncredited interest.

**viii. Advance Notice.** We reserve the right to require seven days' advance written notice of an intended transfer or withdrawal of funds from any Money Market account.

### c. Super NOW Accounts

Super NOW accounts are available only to sole proprietors and nonprofits.

**i. Rate Information.** Your NOW account is an interest-bearing account. The interest rate and Annual Percentage Yield (APY) are disclosed on the Super NOW Account Rate Sheet issued to you at or prior to account opening.

Interest will be paid on the entire daily balance based on the tier in which that balance falls. We reserve the right to pay the same interest rate on more than one balance tier.

Your interest rate and Annual Percentage Yield (APY) may change at our discretion at any time. For current rates and tiers, please contact Client Services (see Appendix A).

**ii. Compounding and Crediting.** Interest is calculated daily and credited monthly to the account. If you close your account before interest is credited, you will not receive the accrued interest.

**iii. Minimum Balance Requirements.** You must deposit and maintain a balance of \$2,500.00 in a Super NOW Account to earn the disclosed Annual Percentage Yield (APY). A fee of \$15.00 U.S. dollars may apply for each month your balance falls below the disclosed minimum.

**iv. Balance Computation Method.** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal collected balance in the account each day.

**v. Accrual of Interest on Noncash Deposits.** Interest begins to accrue on the business day you deposit noncash items (e.g., checks).

**vi. Account Transaction Fees.** There are no per-item transaction fees for these accounts.

**d. Certificates of Deposit (Time Deposits)**

Any Certificate of Deposit ("CD") account opened by you will be deemed an Account under this Deposit Agreement. CD terms and conditions shall include rate and term information, minimum balance requirements, transaction limitations, and any early withdrawal penalties. The disclosed Annual Percentage Yield (APY) assumes interest will remain on deposit until maturity. An early withdrawal will reduce earnings. In addition, an early withdrawal penalty may reduce a portion of the principal deposit to satisfy penalty requirements.

**i. Rate and Term Information.** Your Certificate of Deposit is interest bearing. The interest rate, Annual Percentage Yield (APY) and the maturity date are disclosed on the Certificate of Deposit Receipt. When you open your account, you may select a term from seven (7) to 365 days.

**ii. Minimum Balance Requirements.** You must deposit and maintain a balance of \$2,500.00 in a Certificate of Deposit to earn the disclosed Annual Percentage Yield (APY).

**iii. Compounding and Crediting.** Interest begins to accrue on the Business Day you make a non-cash deposit (for example, checks). If you deposit funds on a day that is not a Business Day, interest begins to accrue on our next Business Day. Certificates of Deposit with terms of seven to 30 days may have interest credited to the Certificate of Deposit or deposited to another account with us upon maturity only. Certificates of Deposit with terms of 31 to 365 days may have interest credited to another account with us monthly or at maturity or credited to the Certificate of Deposit at maturity. You must give us disbursement instructions when you open your account.

The Annual Percentage Yield (APY) stated for time deposits that earn compounded interest (but which permit interest to be withdrawn prior to maturity) assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.

**iv. Balance Computation Method.** We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account at the end of each day.

**v. Deposits, Withdrawals and Renewals.** Unless our written agreement with you says otherwise, after the account is opened, you may not make additional deposits to or early or partial withdrawals from this account until the maturity date.

This account automatically renews at maturity for a like period at our prevailing interest rate for that particular term. We reserve the right to change the rate of interest for automatically renewable accounts at each renewal period. Unless specifically stated otherwise, any special rates we are paying will not apply to automatically renewing time deposits. You have a grace period of four calendar days after the maturity date to withdraw the funds without being charged an early withdrawal penalty. We reserve the right to terminate this account during any renewal period with 10 days' written notice. If you withdraw your funds during the grace period, the account will cease earning interest as of the maturity date.

**vi. Early Withdrawals.** Time deposit customers agree to keep funds on deposit for the agreed upon fixed period of time. Unless otherwise provided, partial withdrawals and additional deposits are not permitted. If we permit an early withdrawal of principal from a time deposit, we may impose an early withdrawal penalty. If we permit a Certificate of Deposit to be withdrawn before the maturity date, the following penalty will be imposed as applicable:

- A Certificate of Deposit with a maturity of 31 days or less will forfeit all interest earned from the date of deposit. There is a minimum penalty of seven days' simple interest at the rate being paid on the time deposit at the time of withdrawal on the full amount of the deposit.
- A Certificate of Deposit with a maturity of 32 days up to and including one year will forfeit an amount equal to 31 days' simple interest at the rate being paid on the time deposit at the time of withdrawal on the full amount of the deposit.
- A Certificate of Deposit with an original maturity of more than one year will forfeit an amount equal to 90 days' simple interest at the rate being paid on the time deposit at the time of the withdrawal on the full amount of the deposit.

The disclosed Annual Percentage Yield (APY) assumes interest will remain on deposit until maturity. An early withdrawal will reduce earnings. In addition, an early withdrawal penalty may reduce a portion of the principal deposit to satisfy penalty requirements.

**e. Interest On Lawyer Trust Accounts ("IOLTAs").** We do not offer Interest on Lawyer Trust Accounts. For a listing of institutions which may provide such accounts, please contact your state bar association. You agree that we shall have no obligation to treat your account as an IOLTA account, and that you, further, shall not represent to your state bar association that your account with us is an IOLTA account.

## Deposits

**a. Source.** We may accept items for deposit to your account from any source without questioning the authority of the person making the deposit. We also may give cash back to any Contracting Officer, Authorized Signer or agent, whether or not the items have been endorsed by or on behalf of you.

If you have a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit account you maintain with us. We may refuse to accept a deposit (whether in cash, check or other form), limit its size or return all or part of it to you. We may also refuse a deposit after initially receiving it. We will not be liable to you for refusing a deposit, even if it causes outstanding items to be returned. We reserve the right not to accept third-party and two-party checks and may also limit the amount of funds that may be maintained in an account.

We may make funds provisionally available to you and may take steps to determine whether a check or item will be paid. After we make funds available to you, and you have withdrawn the funds, you are still responsible for checks or items you deposit that are returned to us unpaid and for any other problems involving your deposit. Our employees cannot represent or guarantee to you that checks drawn on or issued by other institutions, including cashier's checks, will be paid.

All deposits made by mail must be sent to our branch at 3003 Tasman Drive, Santa Clara, CA 95054. Deposits sent to non-branch offices may be returned. You agree your accounts are and are deemed to be held by us at this branch office.

**b. Deposits – General Requirements.** It is essential that all deposited checks can be recognized by our imaging equipment. All deposited checks must contain the date, payee, amount, signatures and any endorsements in dark ink colors, such as blue or black. We reserve the right to charge back any check you deposit when the deposit cannot be processed by automatic imaging equipment, without incurring liability to you. You may incur losses or expenses due to a delay in returning an unpaid check if the check is defective (e.g., the check is not capable of automated processing, or the check's endorsement is obscured by other material on the back of the check, or the endorsement is misplaced). If a check is defective when presented to us, you agree to indemnify, defend and hold us harmless from any and all proceedings, losses, damages, liabilities, claims, demands, costs or expenses (including attorneys' fees and costs) incurred by us in processing or attempting to process it.

**c. Endorsements.** Federal regulations provide that the top 1-1/2 inches on the back of a check (when read vertically from the trailing edge) is designated for your endorsement as payee. Endorsements should include "Pay to the Order of Silicon Valley Bank, For Deposit Only," your account number and the name on the account. If you endorse a check in the area outside of the endorsement area, mark or otherwise obscure the area or make an endorsement which is illegible or incomplete, you agree to indemnify, defend and hold us harmless from any and all proceedings, losses, damages, liabilities, claims, demands, costs or expenses (including attorneys' fees and costs), which occurs as a result. We may endorse and/or collect items deposited to your account without your endorsement but may require your endorsement prior to accepting an item for deposit. If you deposit an item that bears the endorsements of more than one person who is not known to us, we may refuse the item, require all endorers to be present or require that the endorsements be guaranteed by another financial institution acceptable to us before we accept the item. We are not required to honor any restrictions or limitations on the front or back of the item (e.g., "paid in full").

**d. Deposits – Branch Cut-off Times.** If we receive a deposit on a day that is not a Business Day, we may treat the deposit as received on the next Business Day. Our Branch cut-off times are posted on [www.svb.com](http://www.svb.com) (see Appendix A of this Deposit Agreement). Deposits made through other services/mediums (such as mobile deposit) will specify cut-off times in the Related Agreement provided for such service/medium. If you make a deposit after these hours or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

**e. Items Sent For Collection.** We may choose to accept some checks on a collection basis rather than as a deposit. If we send an item for collection, we will send it to the institution upon which it is drawn, but we may not credit your account for the amount until we receive final payment for the check from the other institution. This often occurs with foreign, questionable or damaged items. We can reverse any amount we have added to your account for a deposited check and send the check on a collection basis even after we have taken physical possession of the check. We may not notify you at the time the deposit is made that an item is being sent for collection. If we elect to credit your account before then, we will charge the amount back against your account if we do not receive payment for any reason. We are not obligated to dispute the reason for any return, including that the return may not comply with timing or other requirements of law or clearinghouse rules. We may impose a fee in connection with sending and receiving items for collection (e.g., by charging your account or deducting the fee from the amount remitted). Other institutions that send or receive items for collection involving your account also may impose a fee for their services.

**f. Verification and Collection.** We may rely on the account number on any deposit slip or other record we receive, even if that account number is associated with a name that is different from the name you have provided. It is not our responsibility to detect any inconsistency between the account number you provide and the name. If you make a deposit, we may provide a receipt. However, the amount on your deposit receipt is based only on the deposit slip you complete. We may confirm the funds you deposit and, after review, may adjust your account for any errors — including any errors on your deposit slip. We are not required to adjust your account for discrepancies under \$5.00 (five U.S. dollars). Any item that we cash or accept for deposit is subject to later verification and final

payment by us and/or the payor bank. We may deduct funds from your account if an item is lost, stolen or destroyed while in transit or in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits also are subject to later verification.

**g. Returned Items/Transactions.** If we are notified that an item you cashed or deposited is being returned unpaid, we may attempt to redeposit the item, place a hold on the funds in question (see Section 5 ["Funds Availability"] of this Deposit Agreement) or charge your account for the amount (and any interest earned on the item), whether or not the return or notice of non-payment is proper or timely. This also applies to checks drawn on us, which are not paid for any reason, and to checks and other transactions that are returned or charged back to us in accordance with any law, regulation, or funds transfer system or clearinghouse rule. We may assess a fee for each returned item/transaction and notify you of the return orally, electronically, or in writing. Refer to your Fee Schedule for information about what fees apply and how fees are calculated for your account.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an item deposited to your account is forged, that the item contains an alteration or that there has been a breach of any warranty in connection with any item or transaction, we may charge the item or transaction back against your account, place a hold on the funds pending an investigation and/or return the funds to the maker of the item or their bank, without prior notice to you. We are not obligated to investigate the legitimacy or validity of such claims.

**h. Remote Capture Services.** SVB offers Remote Capture Services, including Mobile Deposit, Remote Deposit Capture and Remote Lockbox, that each allow you to scan and deposit checks directly into your SVB business account using a compatible mobile device or desktop scanner. Use of these services is governed by a Related Agreement.

**i. Cashing Checks or Transmitting Funds for Others.** You are not permitted to use your account or other Deposit Services to cash checks or to provide our Deposit Services to others. You are not permitted to act as a payment intermediary or otherwise engage in activity that would be deemed a money services business under federal law or a money transmitter, check casher, check prorater, finance company or dealer in foreign or U.S. currency under any similar state laws.

**j. Remotely Created Checks (Deposited to Your Account).** A "remotely created check" is a check created when the holder of a checking account authorizes a payee to draw a check on that account but does not actually sign the check. It includes a demand draft. In place of the signature of the accountholder, the remotely created check generally bears a statement that the customer authorized the check or bears the customer's printed or typed name. An "internet payment instruction" (sometimes referred to as an "electronic payment order" or "digital check") arises from internet payment instructions for goods or services purchased that include information about an account sufficient for processing as if it were a check. The instruction is converted to an electronic "template," and may or may not then be further converted to an imaged check for clearing through the federal or other check clearing networks.

You agree not to create or deposit remotely created checks or internet payment instructions unless we have specifically agreed in writing with you in advance that you may do so. Notwithstanding the foregoing, you authorize us to accept remotely created checks that draw against your account if they are presented to us through normal banking channels for deposit to your account. You also agree that we may honor settlement on any internet payment instruction that is created by you, if they occur. You agree to indemnify, defend and hold us harmless from any and all proceedings, losses, damages, liabilities, claims, demands, costs or expenses (including attorneys' fees and costs) incurred by us in processing or attempting to process any remotely created check or internet payment instruction deposited without our prior written permission. If you deposit an item that is a remotely created check or internet payment instruction, whether done with or without our permission, you guarantee it was authorized by the accountholder for payment in the amount it shows.

**k. Contaminated or Mutilated Deposits.** A contaminated deposit is one damaged by or exposed to a contaminant to the extent that it cannot be processed under our standard procedures or may pose a health or safety risk. A mutilated deposit is one that has been damaged or is in such condition that its value is questionable. We will not accept and you agree not to deposit contaminated or mutilated checks, coins or currency.

**l. Transportation.** We may require an armored carrier or courier service ("Carrier/Courier") to pick up and deliver valuable items such as currency, documents and other materials, unless we agree otherwise. You are responsible for any charges associated with these services. The Carrier/Courier is an independent contractor. However, if the Carrier/Courier is deemed to be an agent, you and we agree that the Carrier/Courier is your agent and not ours, even though we may pay for the cost of such services. We are not responsible for any liability that you incur as a result of the Carrier/Courier's transportation of currency, documents or other materials until we acknowledge receipt of the same in writing.

**m. Night Depository.** If you use our night depository, you are responsible for any disappearance, theft or loss of any envelope, bag or other item. You may not deposit cash through our night depository. Any of our employees may open and process any deposit, and you agree that our determination of the amount that you deposited shall be final.

## Funds Availability

**a. Your Ability to Withdraw Funds.** Our policy is to make funds from your cash and check deposits available to you on the first Business Day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, if you make a deposit at a branch prior to its closing time on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the branch closes or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

**b. Longer Delays May Apply.** In some cases, we will not make all of the funds that you deposit by check available to you on the first Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225.00 of your deposits, however, will be available on the first Business Day.

If we are not going to make all of the funds from your deposit available on the first Business Day after we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you or electronically communicate the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit.

**c. Special Rules for New Accounts.** If you are a new client (customer) of the Bank, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second Business Day after the day of your deposit.

Funds from all other check deposits will be available on the 11th Business Day after the day of your deposit.

**d. Holds on Other Funds.** If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

## Checks and Withdrawals; Reporting Unauthorized Transactions to SVB

**a. Checks — General Requirements.** All checks written on your account must be drawn in U.S. dollars, must include a payee, valid date, amount in words and figures, and must be signed by a Contracting Officer or Authorized Signer, as detailed on your Signature Card.

We may refuse to honor any transaction if the funds on deposit are insufficient or unavailable to cover the transaction, there is a dispute or question as to the ownership of account funds or due to regulatory or legal reasons.

If there is a discrepancy in a check you have written between the amount in numbers and the amount in words or embossed numbers, we may utilize either amount in paying the item or may dishonor the item, without liability to you or the payee of the item.

We may refuse to pay any check that bears a signature that (in our opinion) does not satisfactorily compare with the specimen signature on file with us. We may pay any check that bears a signature or endorsement (including a facsimile signature) resembling an authorized signature on file with us. You agree that signatures by your Contracting Officers or Authorized Signers are valid, even if the principal agent relationship is not indicated on the check or instruction.

We may honor checks or other charges drawn against your account by Contracting Officers or Authorized Signers even if the checks or other charges are made payable to the person writing or authorizing the check or other charge, to cash (although at our discretion we may decide not to pay a business check payable to cash) or for deposit to their personal account. We have no duty to investigate or question withdrawals or the application of funds withdrawn.

We may decline to honor checks or other charges that are presented for payment against your account that we believe you may not have issued or authorized. You agree that we shall incur no liability to you for doing so.

You may authorize a merchant or other payee to make a one-time electronic payment debit from your checking account using information from your check. Checks may be converted to an electronic check and processed using the ACH system.

**b. Check Standards.** Check prices vary according to the types of checks you select. You can obtain information on the current price of checks by contacting Client Services (see Appendix A). Check charges may vary from time to time without specific notice to you. You are responsible for verifying the accuracy of all information shown on your checks and deposit tickets. If you find an error, please notify us immediately. We are not liable for losses resulting from incorrectly printed checks or deposit tickets.

You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

**c. Safeguarding Your Checks and Check Security Features.** We make checks available that include fraud prevention features and also offer Fraud Control Services (see Section 9 ["Fraud Control Services"] of this Deposit Agreement). If you choose not to use the security features, programs and services we offer, you are assuming the risk of any losses that could have been prevented if you had used the feature, program or service.

You agree to safeguard your blank and canceled checks and to take reasonable steps to prevent their unauthorized use. You should store them under dual control in a secure, locked location that is accessible only to authorized personnel. If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees as "Account Closed" or "Refer to Maker." You will be responsible for issuing any replacement checks.

**d. Checks Bearing Notations.** Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Two Signatures Required," "Void over \$50.00," "Payment in Full" and the like), whether on the front or back of the item, in any form or format, regardless of whether such restrictions or notations have been followed. If you cash or deposit an item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item.

**e. Check Images.** We do not return your original paid checks to you. Your original checks may be destroyed shortly after we process the checks, but images are available online and are made available to you each month with your account statement. If you cannot access your images online or you do not receive them with your statement, you can obtain copies of your checks by sending us a written request. There may be a fee associated with this service, and we are not required to provide copies that are older than seven years from the date they were negotiated. We will not be responsible for direct, consequential, indirect, punitive or special damages under any circumstances for our inability to provide a copy of a check. Our liability, if any, shall not exceed the lesser of (i) your actual loss or (ii) a total of \$500.00 if we are unable to provide a copy or image of a check(s), and you must provide us with proof of loss reasonable to us.

**f. Processing Checks for Payment – Cut-off Times.** For purposes of allowing time to process items, we may treat checks presented for payment as received the next Business Day if the checks are presented to us at any time after our cut-off times on a Business Day as posted on [www.svb.com](http://www.svb.com) (see Appendix A of this Deposit Agreement) or at any time on a day that is not a Business Day.

**g. Check Verification.** We typically process checks on an automated basis, based on the information encoded on the items (the check's magnetic ink character recognition [MICR] line). This means that we may not visually examine each, or any, of your checks to determine if they are properly completed, signed or endorsed, and we assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, mis-encoded items or checks lacking an encoded serial number. We have no duty to review any

check that you deposit or cash to determine if it is altered, forged, fraudulent or counterfeit. Although we may review checks from time to time, you understand and agree that reasonable banking and commercial standards do not require us to do so.

**h. Facsimile Signatures.** You agree not to use facsimile signatures on checks unless we receive representative samples and approve their use. We may refuse to accept or may pay items bearing facsimile signatures. You agree to assume full responsibility for any and all payments made by us in reliance upon signatures that resemble the actual or facsimile signature (without regard to variation in color or size) that you or any Contracting Officer or Authorized Signer provides to us in connection with your accounts, products or services even if it was affixed without your knowledge or consent. You authorize us to pay any check that appears to bear your authorized facsimile signature without further inquiry. You agree to indemnify, defend and hold us harmless from any and all proceedings, losses, damages, liabilities, claims, demands, costs or expenses (including attorneys' fees and costs) arising directly or indirectly from the misuse or the unlawful or unauthorized use or copying of a facsimile signature (whether affixed manually, by stamp, mechanically, electronically or otherwise).

**i. Checks – Signature Requirements.** We do not offer accounts on which two or more signatures are required for a withdrawal or other instruction on a check. If you indicate on your Signature Card or other account opening document that more than one signature is required, this indication is for your own internal procedures, and it is not binding on us. We may attempt, on occasion, to enforce any multiple signature requirement, but we may cease to do so at any time without prior notice to you. We may act on the instruction or pay out funds from your account if the check or other charge is signed or authorized by (or otherwise authenticated as being the act of) any Contracting Officer or by any Authorized Signer (including when acting alone), and we shall have no liability to you for doing so.

**j. Photocopies.** Checks and other items are sometimes lost during processing or while in transit. If a photocopy of a check or other item that appears to be drawn on your account is presented to us for payment in place of the original, we may, without your prior consent, pay the item or require a written confirmation from the other financial institution that the original item has been lost or destroyed prior to us paying the photocopy. We will not incur any liability in the event the original item is later presented to and paid by us, unless a stop payment order is in effect for the check.

**k. Post-Dated, Stale-Dated and Conditional Checks.** Processing checks is a highly automated service, and we use commercially reasonable efforts to process them. We may pay or return checks drawn on your account if one or more of the following are true: The check is dated after the date it is presented to us for payment (we will return it if you order us in writing not to pay a specific post-dated check, and we specifically agree to follow your instruction); the check is presented to us for payment more than six months after the date on the check (commonly known as a stale-dated check); a stop payment order previously requested has expired; the check contains language that purports to make it void before the time it was paid; or the check contains other language that purports to establish conditions under which it may be paid. You agree that we are not responsible for recovering or reimbursing you funds due to a stale-dated check being paid.

#### **I. Substitute Checks and Your Rights.**

**What is a Substitute Check?** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

**What Are My Rights Regarding Substitute Checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (e.g., if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover may include the amount that was withdrawn from your account and the fees that were charged as a result of the withdrawal (e.g., bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest, if your account earns interest) within 10 Business Days after we received your claim and the remainder of your refund (plus interest if your account earns interest) no later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.



**How Do I Make a Claim for a Refund?** If you believe that you have suffered a loss relating to a substitute check that you received and was posted to your account, please telephone us at 408.654.4636, or write to us at:

Silicon Valley Bank  
Attn: Client Service/Substitute Check Refund Claim  
3003 Tasman Drive  
Santa Clara, CA 95054

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We may extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (e.g., you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check.

**m. Stop Payment Orders.** Any Contracting Officer or Authorized Signer on your account may request us to stop payment on a check or transaction, even if that person was not the maker of the check or the one who initiated the transaction. Your stop payment order must include the account number, check number, exact amount (dollars and cents), check or transaction date and the name of the payee. We will not be liable for paying a check or transaction over a stop payment order if the order is incomplete or incorrect. We must receive stop payment orders, renewals or cancellations at a time and in a manner which affords us a reasonable opportunity to act upon them before final payment of the item, whether delivered in person, by facsimile, telephone or via our Online Banking Services. The time allowed to make stop payment orders cannot extend beyond the time we have under applicable law, regulations and rules to return the item or give notice of its dishonor or nonpayment. We are not bound by stop payment orders received after a check was paid.

There is a per check/transaction charge for each stop payment order. Stop payment orders are valid for six months. After that time, the check may be paid and charged to your account unless you renew the stop payment order in writing for an additional fee. We are not required to accept oral stop payment orders. If we elect to act upon an oral stop payment order, you agree to promptly confirm the order in writing and deliver it to us. If you fail to do so within 14 calendar days, we may release the stop payment without notice to you. Our records will be conclusive evidence of the existence, details of and our decision regarding any oral stop payment order or its revocation.

If we pay a check on which there is a valid and timely stop payment order, we may be responsible to you for up to the face amount of the item if you establish that you suffered a loss because we paid the check. Our liability, if any, is limited to the actual loss suffered, up to the amount of the check. If we re-credit your account after paying a check over a valid and timely stop payment order, you must transfer all your rights against the payee or other holder of the check to us, submit a signed statement describing the dispute with the payee or holder and assist us in any legal action against such payee or holder.

Anyone holding the check, including the Bank, may be entitled to enforce payment against you despite the stop payment order. You agree to indemnify, defend and hold us harmless from any and all proceedings, losses, damages, liabilities, claims, demands, costs or expenses (including attorneys' fees and costs) incurred by us or related to and arising from our action in stopping payment on a check.

You may not stop payment on point-of-sale debit card transactions or checks or payments guaranteed by us. You should contact Client Services (see Appendix A) immediately if you wish to stop the payment of a check that has been converted to an electronic transaction by a merchant. Electronic transactions are often processed on the same day and cannot be stopped with a regular check stop payment order, if at all.

You do not automatically have the right to stop payment on a cashier's check you purchase from us. If a cashier's check is lost, stolen or destroyed, please contact us for the procedures to obtain reimbursement or have the cashier's check reissued. In general, you must complete a Claim for Lost, Stolen or Destroyed Cashier's Check ("Declaration of Loss") form describing the cashier's check and how it was lost, stolen or destroyed and sign the Declaration of Loss under penalty of perjury. We must then wait 90 days from the date the check was issued before we can act on your request. If 90 days has already passed, we will act on your request within a reasonable time. If the check is presented during the 90-day waiting period, we may pay the item to a person entitled to enforce the check. If this happens, we are not required to honor your request for reimbursement or reissuance.



**n. Check Block.** In addition to stop payment order(s), any Contracting Officer or Authorized Signer on your account may request that we block *all* checks on a specified account by written request. If you make any request to block all checks, you agree to indemnify us against any liability, damage, or expense incurred by us on account of refusal to pay such check payment(s). In the event of payment contrary to a requested check block, our liability shall be the actual loss sustained, but shall not exceed the amount of the check. A check block shall remain in effect until written notice is received from an Authorized Person to remove the block. We must have a reasonable period of time after you place or remove a check block to act upon it. Check blocks only block checks; other payment types, including but not limited to, ACH debits as a result of converted checks (Check to ACH). Cashier's checks purchased from us are not eligible for check blocks.

A check block may include a periodic service fee.

**o. Non-Client Transactions.** If a non-client presents a check written by you for payment in person at one of our branch offices, we may require authorization from you before paying the check or refuse to cash it. We may require unexpired government issued identification from the payee and/or use other fraud prevention methods. If a payee presents a check of yours for payment that is drawn on us, you agree that we may impose fees or charges in connection with our handling of the check (e.g., this may include assessing a fee or charge on a non-client payee who seeks to cash a payroll check issued by you). You agree that none of the foregoing shall be deemed to be wrongful dishonor by us.

**p. Electronic Presentment/Posting.** We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned or if we receive notice that your check or electronic payment (e.g., in connection with a point-of-sale) is being processed for collection. Please note: Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the payment system, even if that amount exceeds the actual amount of the transaction. This action could affect the balance available to cover other transactions.

**q. Remotely Created Checks (Drawn on Your Account).** If you provide your account number to a third party in order to charge your account by means of one or more remotely created checks or internet payment instruction (i.e., items which do not bear your actual signature but purport to be drawn with your authorization), you authorize us to pay such items even though they do not contain your actual signature and may differ from the amount, frequency or timing you authorized to be charged. This provision shall not obligate us to honor such items. We may refuse to honor such items without cause or prior notice, even if we have honored similar items previously.

**r. Debiting or Freezing Your Account.** We may debit or place a hold on funds in your account for your checks or other charges:

- If the check or other charge is difficult to process because it is a photocopy; because the endorsement or the information encoded on the check is obscured, missing or inconsistent; or it is otherwise defective.
- On the day we receive the checks or they are presented or returned to us, whether by physical delivery or electronically.
- At an earlier time or later time if we are informed by any method that a check you deposited is being returned unpaid (e.g., before we actually receive the returned check).
- At an earlier time or later time if we receive an electronic or other notice that a check or other charge has been deposited for collection (or return) in another financial institution, or if a business notifies us that it is processing an electronic transaction against your account (e.g., a point-of-sale purchase using an ATM card or a debit card).

If we suspect that irregular, unauthorized or unlawful activities may be occurring in connection with your account, we may, but are not required to, place a hold on the balance in your account (and in other accounts you maintain with us) pending an investigation of such suspected activities. If we do this, we will give any notice as required by law. We may also freeze or debit your account pursuant to a valid court order.

Whenever we debit or place a hold on your account, the resulting balance in your account is a balance we may use in making decisions to dishonor or return checks or other charges. Once we have calculated your balance, we are not obligated to but may at any time recalculate it for the purpose of making such decisions.

**s. Cash Withdrawals.** We may require that you give us advance notice no later than 11:00 a.m. Pacific Time seven (7) Business Days preceding the day of withdrawal of \$10,000 or more in cash. We may also require this advance notice from the payee of your checks, if the payee seeks to cash a check of yours of \$10,000 or more in value. You agree that the foregoing will not be deemed wrongful dishonor by us. We assume no responsibility to provide personal protection for clients or others who elect to carry large sums of money off our premises. We may charge a fee for certain cash requests or special delivery services.

**t. Purchase of Monetary Instruments.** Cashier's checks or other monetary instruments sold by us may be purchased only with a check drawn on or a debit to an SVB transaction account. We may refuse to permit a purchase with cash, or we may require that cash first be deposited into an SVB account in order to purchase a monetary instrument. Clients with non-transactional deposit accounts, such as time deposits, should speak to Client Services (see Appendix A) for special processing of their transaction.

**u. Reporting Unauthorized Transactions and Errors.** If you discover an error, forgery, alteration or other unauthorized activity involving your account, you must notify us promptly by telephone and promptly provide all the relevant facts in writing, including a description of the transaction or error and the identity of any suspected perpetrator. You should contact Client Services (see Appendix A) immediately to report the unauthorized activity or error. You agree to complete an affidavit relating to the unauthorized transactions or error if requested by us.

You agree to carefully and promptly review all statements and notices we send or make available to you. Your statements will be deemed to provide sufficient information about your checks and other transactions for you to determine whether there was an error or unauthorized transaction if the statements provide you with the check or transaction number, the amount and the date of payment.

You are in the best position to discover and report any errors or unauthorized transactions involving your account. You must notify us within a reasonable time, not exceeding 30 days following the earlier of: (i) your discovery of an error or unauthorized transaction; or (ii) the date we first make available to you the statement or other information about the item or transaction that shows the error or unauthorized transaction. If you do not notify us in accordance with the foregoing, then: (iii) we will not be responsible for subsequent unauthorized transactions by the same wrongdoer; and (iv) you are precluded from asserting the error or unauthorized transaction against us. For purposes of the foregoing, "errors or unauthorized transactions" include but are not limited to an unauthorized signature, alteration, forgery, counterfeit check or other unauthorized transaction involving any of your checks or accounts.

If you claim a credit or refund because of an error or unauthorized transaction, you agree to provide us with an affidavit containing whatever reasonable information we require regarding your account, the transaction and the circumstances surrounding the claimed loss. We must receive your declaration within 10 days of our request. If applicable, you also agree to make a report to the police and to provide us with a copy of the report, upon request. We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation, we will have no obligation to provisionally credit your account, unless otherwise required by law.

Our maximum liability will never exceed the amount of actual damages proven by you and may be further limited by this Deposit Agreement or other agreements with you. Our liability will be reduced: (a) by the amount of the loss that is caused by your own negligence or lack of care; (b) to the extent that damages could not have been avoided by our exercise of ordinary care; and (c) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. We are not required to provide a revised statement in the event an error is discovered.

You agree to pursue all rights you may have under any insurance policy covering any loss and to provide us with information regarding coverage. Our liability will be reduced, proportionately in accordance with our responsibility for any loss, by the amount of any insurance proceeds you receive or are entitled to receive for the loss. If we reimburse you for a loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision. You waive all rights of subrogation against us with respect to any insurance policy or bond.

See Section 12n ("Confirmations and Monthly Account Statements") of this Deposit Agreement for additional requirements for reporting unauthorized wire transfers, ACH transactions and bill payments.

## **Dispute Resolution; Limitation on Liability; Indemnity; Time to Bring an Action**

**a. Disputes.** If you have a dispute with us, the following provisions apply:

### **Dispute Resolution – No Jury Trial**

To the extent allowed by law, if a dispute arises between you and us regarding the Agreement or any service, you and we waive any right that you and we may have to request a jury trial.

### **Venue**

As to any dispute with us, you and we consent to the exclusive jurisdiction of the state court located in Santa Clara County, California, or a federal court sitting in the Northern District of California.

### **Judicial Reference**

WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY, if and to the extent the above waiver of the right to a trial by jury is not enforceable, the parties hereto agree that any and all disputes or controversies of any nature between them arising at any time shall be decided by a referee to a referee who shall be a retired state or federal judge with judicial experience in civil matters, mutually selected by the parties (or, if they cannot agree, by the Presiding Judge of the Santa Clara County, California Superior Court) appointed in accordance with California Code of Civil Procedure Section 638 (or pursuant to comparable provisions of federal law if the dispute falls within the exclusive jurisdiction of the federal courts), sitting without a jury, in Santa Clara County, California; and the parties hereby submit to the jurisdiction of such court. The referenced proceedings shall be conducted pursuant to and in accordance with the provisions of California Code of Civil Procedure Sections 638 through 645.2, inclusive. The referee shall have the power, among others, to grant provisional relief, including without limitation, entering temporary restraining orders, issuing preliminary and permanent injunctions and appointing receivers. All such proceedings shall be closed to the public and confidential, and all records relating thereto shall be permanently sealed. If during the course of any dispute, a party desires to seek provisional relief, but a referee has not been appointed at that point pursuant to the judicial reference procedures, then such party may apply to the appropriate court in the Northern District of the State of California for such relief. The proceeding before the referee shall be conducted in the same manner as it would be before a court under the rules of evidence applicable to judicial proceedings. The parties shall be entitled to discovery, which shall be conducted in the same manner as it would be before a court under the rules of discovery applicable to judicial proceedings. The referee shall oversee discovery and may enforce all discovery rules and orders applicable to judicial proceedings in the same manner as a trial court judge. The parties agree that the selected or appointed referee shall have the power to decide all issues in the action or proceeding, whether of fact or of law, and shall report a statement of decision thereon pursuant to California Code of Civil Procedure Section 644(a). The referee shall also determine all issues relating to the applicability, interpretation and enforceability of this paragraph. The following matters shall not be subject to reference to a referee as set forth in this paragraph: (i) non-judicial foreclosure of any collateral (real or personal property), (ii) exercise of self-help remedies (including set off or recoupment), (iii) appointment of a receiver and (iv) temporary, provisional or ancillary remedies (including writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions).

**b. Limitation of Liability.** Except as otherwise stated in the Agreement or as specified by law, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence. "Ordinary care" requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us that is otherwise established by the laws governing your account. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations.

We are not liable for any cost, expense, loss, damage, harm, error, failure to perform or delay (collectively "Loss") caused by or arising from: (i) 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); (ii) the failure of other financial institutions to accept or perform in connection with checks or other charges; (iii) your negligence or breach of the Agreement (such as failing to recognize unauthorized transactions or to keep your security procedures confidential); (iv) any ambiguous or inaccurate instruction; or (v) an accident, fire, flood, war, riot, electrical, mechanical or communication failure; acts of third parties; acts of God; or any cause beyond our reasonable control.

Our liability for any act or failure to act is limited to your direct Loss (and interest on that Loss, if required by law, at the average Federal Funds rate at the Federal Reserve Bank of New York for the period). Except if specifically imposed by statute that cannot be waived between parties, WE ARE NOT LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES UNDER ANY CIRCUMSTANCES, INCLUDING LOST PROFITS AND/OR OPPORTUNITY OR REPUTATIONAL HARM, EVEN IF WE WERE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

**c. Indemnity.** In addition to any other rights we may have under the Agreement or any Related Agreement, or at law or in equity, you agree that you will indemnify, defend and hold harmless the Bank and our directors, officers, shareholders, employees, and agents, managers, advisors and representatives against any and all proceedings, losses, damages, liabilities, claims, demands, costs or expenses (including attorneys' fees and costs), that result from or arise out of: (i) the wrongful acts or omissions of you, or any person acting on your behalf (including without limitation your authorized processors) in connection with your use of your accounts or services we offer to you under the Agreement, including, without limitation: (A) the breach by you of any provision, representation or warranty of the Agreement; (B) the negligence or willful misconduct (whether by act or omission) of you, your customers, your authorized processor (if any) or any third party on behalf of you; (C) any misuse of the account or services by you or any third party within the control or on behalf of you; or (D) the failure by you to comply with applicable state and federal laws and regulations applicable to you or your business, or your failure to comply with applicable rules of any check or payment clearinghouse (e.g., rules of the automated clearing house) or a card association (e.g., MasterCard or Visa); (ii) any act or omission of ours that is in accordance with the Agreement or instructions from you; (iii) actions by your authorized processor or any third party acting on your behalf, (e.g., the introduction of viruses that delay, alter or corrupt the transmission of information to us); or (iv) any loss or corruption of data in transit from you or your authorized processors to us.

**d. Limitation on Time to Bring Action.** Section 6t ("Reporting Unauthorized Transactions and Errors") of this Deposit Agreement describes your obligations to report unauthorized transactions and errors to us and the timeframes (not to exceed 30 days) for doing so. Failure to follow these timeframes may preclude you from later asserting against us that an unauthorized transaction or error occurred.

Without limiting any other duties you may have, unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under the Agreement or by law with respect to your account or any account service must be commenced no later than one year after the day the cause of action accrues, unless a shorter time is provided in this Deposit Agreement or a Related Agreement. We abide by federal and applicable state record retention laws and may dispose of any records that have been retained or preserved for the period set forth in these laws. Any action against us must be brought within the period that the law requires us to preserve records, unless applicable law or this Deposit Agreement provides for a shorter limitations period.

## Account Security – Protecting Your Account

**a. Authentication Procedures – You Are Responsible for Unauthorized Transfers or Payment Orders.** SVB provides certain procedures, features and functionality (“Security Procedures”) that are provided through and as part of our Online Banking Services and other Deposit Services that are intended (1) to verify the authenticity of Electronic Communications from you to us; (2) to help secure and protect your account and data from misuse, fraud and theft; and to verify the authenticity of wire transfers and payment orders. These Security Procedures include but are not limited to process controls, technological controls and third-party applications, described in this Deposit Agreement or an applicable Related Agreement and in connection with our Online Banking Services (including manuals, agreements, disclosures and other documents made available to you through our Online Banking Services).

**You agree that the authenticity of wire transfers and payment orders issued to us in your name as sender will be verified pursuant to the Security Procedures. A wire transfer or payment order that is received by SVB is effective as an order issued by you and will be binding on you, whether or not authorized by you, if the payment order was accepted in good faith by us and in compliance with the Security Procedures. Refer to Section 12 (and in particular Section 12a – “Transfer Requests and Charging Your Account – YOU ARE RESPONSIBLE FOR UNAUTHORIZED TRANSFERS”) of this Deposit Agreement for more details. Without limiting the provisions of Section 12, you agree that an authenticated Electronic Communication that includes instructions for wire transfers or payment orders will serve as your “digital signature,” and we may rely and act upon it.**

You should take all necessary steps to ensure your electronic access capabilities are not monitored and that your authentication procedures (e.g., passwords, PINs or other authentication credentials) are kept and remain confidential and secure. As described in Section 12a (“Transfer Requests and Charging Your Account – YOU ARE RESPONSIBLE FOR UNAUTHORIZED TRANSFERS”) of this Deposit Agreement, you agree to review all Security Procedures and to make a decision as to whether they are commercially reasonable for you to protect against unauthorized transactions. If you decide that a higher level of security is needed or appropriate, you agree to inform us immediately.

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.

You agree to inform us immediately if you have any reason to believe that your authentication procedures have been or may have been compromised or known to any unauthorized person, or if an electronic banking service has been, or is likely to be, used in an unauthorized manner.

**b. Protecting Your Identity – Tips on Safe Account Practices.** Prevention measures and early detection are two of the main factors in reducing exposure to fraud and embezzlement. At all times, you should ensure you take precautions as to who has access to your financial records. As between SVB and you, you are responsible for your employees’ and agents’ compliance with the terms of this Deposit Agreement or any Related Agreement.

If you become aware of a possible fraud situation, contact us immediately using the information found in Appendix A. These guidelines reflect some common-sense practices that you should consider in mitigating your own risks, including but not limited to:

- Separating responsibility for issuing payments (e.g., ACH, checks, credit card, wires) from that of balancing and reconciling statements. When the same employee performs both functions without external audit, fraud can go undetected.
- Reviewing and reconciling bank statements as you receive them. Watch for checks cashed out of sequence and checks payable to cash.
- Regularly examining your account activity to identify unauthorized activity and reporting unauthorized transfers or errors in accordance with the timeframes and other requirements of this Deposit Agreement.
- Storing your reserve supply of blank checks, canceled checks and bank statements in a secure, locked location that is accessible only to authorized personnel.
- Shredding or destroying any checks you do not intend to use.
- Protecting your PINs, access codes and passwords to avoid unauthorized account transactions. Never disclose your PIN or password to anyone. Our employees will never ask you for your PIN, and we will not send unsolicited emails to you that

request personal information.

- Maintaining confidentiality of online credentials by not sharing them with others.
- Having Financial Malware detection tools installed on computers (e.g., Trusteer).
- Change passwords often and avoid using the same or similar passwords for multiple accounts.
- Practice protocols for breach control and train your current employees regularly on the protocol.
- Train your employees not to click unknown or personal email attachments/links using company computers.
- Consistently assess your fraud prevention plan for vulnerabilities.
- When in doubt, contact us using the information found in Appendix A. Do not use unknown phone numbers or attempts to have you email unknown addresses.

Failure to properly follow these guidelines may put your account and/or identity at risk and we may deny a claim for monetary loss if you failed to follow these guidelines.

## Fraud Control Services

If you enroll in our Fraud Control Services (the "FC Services"), your use of the FC Services will be governed by the following terms (the "Terms"):

### a. Introduction.

SVB offers several FC Services, including Positive Pay Service (available with and without Payee Validation Service), Reverse Positive Pay Service, Automated Clearing House (ACH) Reverse Positive Pay Service and ACH Authorization Rules Service. You may use one or more of these FC Services that are covered by the Terms after you have been approved by us for FC Services. Not all FC Services may be made available for all clients. You should discuss any fraud prevention needs you have with your account representative. You will need to complete an enrollment form ("FCS Enrollment Form") before using FC Services, and in some cases set up and testing may be needed. Your FCS Enrollment Form and any electronic documents presented to you via Online Banking Services or by other means (e.g., statement notices, mail) that relate to FC Services are incorporated into these Terms and collectively form the agreement you have with us regarding FC Services. We may add to, delete, change, amend or otherwise modify these Terms or any electronically presented document at any time. Your use of FC Services after being presented with a written or electronic document that is associated with FC Services also constitutes your agreement to the terms of that document. We may modify, change or amend these Terms by providing you with prior written or electronic notice, by posting the notice or an amended agreement on our website or by delivering it to you. You may choose not to accept any such modification, change or amendment by terminating all of the FC Services.

Your use of FC Services does not relieve you of any of the obligations of this Deposit Agreement or these Terms to discover and report unauthorized signatures, alterations or endorsements on checks or other unauthorized uses or other discrepancies in your account. Nor does your use of FC Services or our receipt of information associated with FC Services increase our duty with respect to accounts or the payment of checks or ACH entries. Your obligation to report unauthorized use applies to both checks and ACH entries. Cut-off times for using FC Services are posted on our Online Banking Services.

### b. Positive Pay (and Payee Validation)

**(i) General.** Positive Pay Service (and the optional Payee Validation Service) are FC Services that may assist your efforts to reduce fraudulent activities by allowing you to monitor your account. For Positive Pay Service, you agree to select a payment default option of either "Pay All" or "Return All" (Payment Default Option). Your Payment Default Option selection may be provided to us in your FCS Enrollment Form or otherwise in a manner satisfactory to us. Except as otherwise specified, terms applicable to the Positive Pay Service also apply to the optional Payee Validation Service.

Positive Pay Service uses the Issue Data (as described below) you provide to us in a Checks Issued File (a list of checks you have issued) to filter Presented Items and identify Suspect Items.

"Presented Items" are the checks drawn on your account and presented for payment through a Federal Reserve Bank or other clearinghouse (including pursuant to agreements between any provider we may use and other banks or financial institutions).

"Suspect Items" are Presented Checks or "Converted Check Entries" that do not match Issue Data.

“Converted Check Entry” means the ACH entry that is derived from a check or other item when the item has been converted into an ACH entry. We use the resulting Converted Check Data for processing under the services. The ACH entry will then be honored or returned, in accordance with these Terms.

“Converted Check Data” is the check number and check amount that are provided to us with an ACH file. The Converted Check Data is created by a payee or originating depository financial institution and in connection with the conversion of a check or other item into an ACH entry.

“Pay Request Disposition Instruction” means an instruction to pay an item identified to you as a Suspect Item.

“Return Disposition” means an instruction to return an item.

You then review the Suspect Items via our Online Banking Services, and you communicate to us whether and which items should be paid or returned. Your Payment Default Option is used by us if we do not receive a communication from you as to a Suspect Item before the deadline. The Suspect Items are made available to you via our Online Banking Services through a Suspect List (list of Suspect Items), which is loaded each Business Day.

1. *Pay All Default.* If your Payment Default Option is “Pay All,” then we must receive a Return Request Disposition Instruction by our posted cut-off time on the day that the Suspect List is made available to you, or we will honor and pay your Suspect Item. If we receive a timely Return Request Disposition Instruction as to an item, we will dishonor the item and return it.
2. *Return All Default.* If your Payment Default Option is “Return All,” then we must receive a Pay Request Disposition Instruction by our posted cut-off time on the day that the Suspect List is made available to you, or we will dishonor and return your Suspect Items. If we receive a timely Pay Request Disposition Instruction as to an item, you authorize us to honor the item and to pay it.

**(ii) Issue Data.** “Issue Data” for the Positive Pay Service means the check number and the dollar and cents amount of an item. For the optional Payee Validation Service, “Issue Data” includes the payee name as well. You agree to use our Online Banking Services or direct transmission to provide us with your Checks Issued File by our posted cut-off time for each item issued the current Business Day. Issue Data must be correct and must contain the exact check number and exact dollars and cents amount of each item issued. If you choose to use the optional Payee Validation Service, then the Issue Data you provide to us must also contain the exact payee name (including punctuation). We will use the Issue Data you provide in your Checks Issued File to match against your Presented Checks. If a check is converted into an ACH entry, we will match your Issue Data against the Converted Check Data, and Payee Validation Service is not available to you or used in these cases even if you have chosen to use that Service. You authorize and instruct us to pay each Presented Check that matches and each ACH entry whose Converted Check Data matches the Issue Data that we receive in your name, and to do so without further investigation or review by us of the Presented Check or ACH entry.

**(iii) Properly Payable.** You agree that: (a) all Presented Checks and all Converted Check Entries that match the Issue Data you provide to us in a Checks Issued File will be deemed and should be treated by us as properly payable and will not be presented to you for decision, and (b) we have no duty to inspect these items or entries for unauthorized signatures or alterations or otherwise to take steps to determine whether these items are properly payable.

**(iv) Suspect Items.** “Suspect Items” are Presented Checks or Converted Check Entries that do not match Issue Data. Presented Checks and Converted Check Entries will be deemed Suspect Items and identified as such to you on the Suspect List (list of Suspect Items that is provided to you via our Online Banking Services if: (a) we do not receive a Checks Issued File for the item (shown as “Paid No Issue”); or (b) we receive a Checks Issued File but the Issue Data contained in that file does not match that captured from a Presented Check or Converted Check Entry.

- *Treatment of Suspect Items.* You agree to access the Suspect List, made available to you via our Online Banking Services, daily before our posted cut-off time on the day the Suspect List is made available to you (or as otherwise needed), to review all Suspect Items (if any) shown and to provide to us any disposition instruction. If we do not receive a disposition instruction, you instruct us to follow your Payment Default Option.
- *Alert.* You may elect to sign up for Alert Notifications, and if you do we will send you an email if there are Suspect Items to decision. An email Alert Notification will go to the email address we have for you in connection with the FC Services or otherwise in our records. You agree to ensure that the appropriate email address is kept up to date and is accurate at all times. If our email bounces back or is otherwise not delivered, we will have no responsibility to resend, locate or use an alternative email address for you, or attempt to contact you via other means. Our failure to provide you with email notice does not, however, relieve you of your obligation to access our Online Banking Services as shown to review any Suspect List and to decision Suspect Items. It also does not affect our rights to return or pay Suspect Items as set forth in these Terms.

**(v) No Duty to Review.** Without limiting the foregoing, you agree that the Positive Pay Service is not required to and will not retrieve or review data other than the Issue Data on Presented Checks and Converted Check Entries. If the data captured from Presented Checks or Converted Check Entries during processing matches the Issue Data you provide to us in the Checks Issued File, you understand and agree that we do not and are not obligated to make further examination of the checks or other items (such as examination for

unauthorized, improper, fraudulent or missing signatures or endorsements, alterations, check security features, check stock characteristics, check sequence or in any other manner).

**c. Reverse Positive Pay Service.**

**(i) General.** Reverse Positive Pay Service is an alternative to the Positive Pay Service. With Reverse Positive Pay, you do not provide Issue Data to us. Instead, we provide a Presented Items List to you to decision. "Presented Items List" means a list that identifies the following: (a) the check number and check amount of items presented through normal banking channels for payment against your Account and (b) the Converted Check Data drawn from Converted Check Entries, in both cases using items and ACH entries received by us on the previous Business Day. The Presented Items List will be made available to you by our posted cut-off time each Business Day. You agree to access our Online Banking Services daily and to review the Presented Items List and communicate to us whether any item and Converted Check Entry shown on the list are to be returned. All items and Converted Check Entries identified on a Presented Items List are deemed authorized by you and rightly paid by us if we do not receive a Return Request Disposition Instruction from you by our posted cut-off time on the day that the Presented Items List is made available to you, as to the item or the Converted Check Data. You authorize us to honor and pay all items and Converted Check Entries identified on a Presented Items List that are not subject to a timely Return Request Disposition Instruction.

**(ii) No Duty to Review.** Without limiting the foregoing, you agree that the Reverse Positive Pay Service is not required to and will not retrieve or review data other than through your use of the FC Services and your review of the Presented Items List. You understand and agree that we do not and are not obligated to make further examination of the checks or ACH entries (such as examination for unauthorized, improper, fraudulent or missing signatures or endorsements, alterations, check security features, check stock characteristics, check sequence or in any other manner).

**d. Additional Terms for both Positive Pay (and Payee Validation) and Reverse Positive Pay**

The following applies to the FC Services, as shown, and without limiting other provisions of these Terms:

**(i) Checks Directly Presented.** Checks drawn on your account may from time-to-time be directly presented to us (e.g., by a payee at one of our branches) for deposit or encashment. For accounts on Positive Pay, we will check for Issue Data for the item being presented. If Issue Data is available, the teller will compare the item being presented to the Issue Data. If there is a match, you authorize the item to be cashed or negotiated as properly payable and without further review by us. If there is no match, you authorize us to reject and dishonor the item, in which case you agree that we will have engaged in rightful and not wrongful dishonor.

If there is no Issue Data, or if you are on Reverse Positive Pay, then you authorize us to proceed with the item in accordance with our standard policies for direct presentment of an item as if no FC Services were applicable. This may or may not involve an effort to contact you and may or may not result in our cashing or negotiating the item. Items that are cashed or negotiated at the conclusion of this process will not be presented to you for decisioning the next day. You agree immediately to report to us any disagreement you may have regarding the processing of or our treatment of the item.

**(ii) Rightful Honor.** If we honor a Presented Check or Converted Check Entry in accordance with these Terms (or any other item with Issue Data shown in a Checks Issued File), you agree that: (a) we will be deemed to have exercised ordinary care under the loss allocation provisions of California Commercial Code Sections 3406(b) and 4406(e); (b) it will be rightful honor by us, and the items will be deemed properly payable; and (c) you waive any right you may have to assert that the item was not properly payable under California Commercial Code Section 4401 or any clearing house rule applicable to items or to Converted Check Entries or otherwise.

**(iii) Wrongful Honor.** It will be wrongful honor by us if we honor: (a) a Suspect Item and we have received a timely Return Request Disposition Instruction for that item from you; or (b) a Suspect Item when no disposition instruction was received regarding the item and your Payment Default Option is "Return All." If there is wrongful honor, we will be liable to you for the lesser of the amount of the wrongfully paid item or the actual damages you suffer from our payment of the item. However, if payment of the item discharges an indebtedness or obligation of yours and because of this you have no actual damages or reduced damages, then you agree that our liability to you is reduced to the same extent. Our liability may also be limited by other provisions of these Terms or this Agreement.

**(iv) Wrongful Dishonor.** With the exceptions that follow, it will be wrongful dishonor by us if we dishonor: (a) a Suspect Item and we have received a timely Pay Request Disposition Instruction for that item from you; or (b) when no disposition instruction was received from you regarding the item and your Payment Default Method is "Pay All." If there is wrongful dishonor, we will be liable to you, but our liability will be limited to the damages for wrongful dishonor recoverable under California Commercial Code Divisions 3 and 4. Our liability may also be limited by other provisions of these Terms or this Agreement, unless otherwise prohibited by a law that may not be altered or waived by the parties.

As exceptions to the above regarding wrongful dishonor, we will have no liability for wrongful dishonor if we return an item or Converted Check Entry because: (a) we reasonably believed it was not properly payable; (b) there are insufficient available funds on deposit in the Account on which it is drawn; (c) you have otherwise failed to meet any requirement of these Terms; or (d) we are required or permitted not to honor it by any law, rule or regulation (including clearinghouse, ACH or card association rules), or by any other agreement between you and us (e.g., due to service of legal process on us, sanctions laws, to protect ourselves against loss on the item or any overdraft or loan, at the instructions of regulatory or government authorities or courts or otherwise).

**(v) Rightful Dishonor.** It will be rightful dishonor if we dishonor an item or Converted Check Entry: (a) when your Payment Default Option is "Return All" and a Suspect Item is not subject to a timely Pay Request Disposition Instruction; or (b) when your Payment Default Option is "Pay All" and the item is subject to a timely Return Request Disposition Instruction. In such cases, dishonor shall be rightful, and you waive any right you may have to assert that the dishonor was wrongful under California Commercial Code Section 4402, ACH rules or otherwise. You agree that we will have exercised ordinary care whenever we honor or dishonor an item consistent with the provisions of these Terms.

**(vi) Automatic Return of Stopped Checks.** You authorize us to automatically dishonor and return without your further review and without any specific disposition instruction from you any Presented Checks or Converted Check Entries as to which we have received an effective stop payment instruction.

**(vii) Faulty Information.** When using FC Services, you agree to provide Issue Data, disposition instructions and other information or instructions to us in the form and format that we specify. You assume full responsibility for the completeness and accuracy of all information furnished to us. You understand that it is important for the information to be exact (e.g., the correct amount of an item must include both dollars and cents). We are not responsible for detecting or correcting ambiguous, incomplete, untimely or inaccurate information provided by you. Our willingness to process nonconforming information will not be considered a waiver of any requirement of these Terms, and we may discontinue processing nonconforming information without prior notice.

#### **e. ACH Authorization Rules and ACH Reverse Positive Pay**

**(i) ACH Authorization Rules.** ACH Authorization Rules Service allows you to set specific transaction parameters to block, filter or "exception accept" ACH debit and/or ACH credit entries to your account. Your FCS Enrollment Form is used by you to sign up for ACH Authorization Rules service. You may use our Online Banking Services to set authorization rules singly or in combination, and may elect to block or filter debits only, credits only, all entries or specific entries.

- **ACH Block.** ACH block may be used by you to block all ACH debits, all ACH credits, all ACH entries (debits and credits) or specific ACH transactions. Using our Online Banking Services, you set an ACH Authorization Rule to block by selecting criteria and then the action of Auto Return. Entries that are subject to a block will be shown on your account and then automatically returned by us as unauthorized (with an appropriate ACH return code) and an adjustment made to your account for the item. You will see these transactions or the rejected entries in our Online Banking Services transaction details; however, you will not be asked to provide decisions regarding the blocked entries. Entries that are not blocked will be processed in accordance with our standard ACH processing procedures.
- **ACH Filter.** ACH filter may be used by you to filter entries that will be automatically paid from your account (ACH debits) or to your account (ACH credits). Using our Online Banking Services you set an ACH Authorization Rule to filter by selecting criteria and then the action of Auto Accept. All entries not matching the filter criteria you specify will be deemed and may be treated by us as unauthorized, and you agree that we may automatically return the entry as unauthorized (with an appropriate ACH return code) without further review by us. All entries matching the filter criteria you set will be deemed and may be treated by us as authorized ACH entries, and you agree that we may charge (for ACH debit entries) or credit (for ACH credit entries) your account in accordance with the entry and without further review by us. You will see these transaction or entries in information reporting on our Online Banking Services transaction details; however, you will not be presented these filtered entries to provide a decision.
- **ACH Exception Accept.** ACH Exception Accept allows an ACH entry to be presented to you for decision if the entry matches your ACH Authorization Rule criteria. ACH Exception Accept is available only with the ACH Reverse Positive Pay Service (below). Using our Online Banking Services you set an ACH Authorization Rule to Exception Accept by selecting criteria and then the action of Exception Accept. If you choose ACH Exception Accept, all matching ACH entries will be presented to you for your decision. You will be required to provide a timely return instruction to prevent an entry from debiting or crediting your account. If we do not receive a timely return instruction as to an entry or entries, the ACH entry will be deemed and may be treated by us as an authorized ACH entry, and you agree that we may charge (for ACH debit entries) or credit (for ACH credit entries) your account in accordance with the entry without further review by us.
- You agree to establish, change and/or delete your ACH Authorization Rules online by our posted cut-off time to take effect the next Business Day. We are authorized by you to act on additions, changes and deletions as soon as we receive it. You will see an updated status of "Active" when we have confirmed your rule is in place on our system.

**(ii) ACH Reverse Positive Pay.** ACH Reverse Positive Pay Service presents all ACH entries to you for decision to return. You will be required to provide a timely return instruction to prevent an entry from debiting or crediting your Account. The ACH Entries will be made available to you by our posted cut-off time each Business Day. If we do not receive a timely return instruction by our posted cut-off time as to an entry or entries, the ACH entry will be deemed and may be treated by us as an authorized ACH entry, and you agree that we may charge (for ACH debit entries) or credit (for ACH credit entries) your account in accordance with the entry without further review by us. If ACH Reverse Positive Pay is used in conjunction with ACH Authorization Rules, any ACH entries that match an ACH Block (Auto



Return) or ACH Filter (Auto Pay) rule will not be presented to you to decision because they will already and automatically have been processed according to your selected Auto Return or Auto Pay criteria.

**(iii) Information and Data; Circumvention by Other Parties.** Once you establish ACH Authorization Rules, we are entitled to rely on them and are not required to review entries to determine if your blocking or filtering instructions are consistent with other information contained in an entry. We are not responsible for variations of any data (including the name of an originator) that is received by us, whether provided by you or in the entry data. You agree to review your Account through our Online Banking Services each Business Day (or more frequently, if needed or appropriate) for any ACH entry that pays or credits to determine if the entry has been modified to avoid or circumvent a block or filter. We will not be liable for action or inaction taken based on the information you provide or the data in an entry, even if we are aware of contrary or inconsistent information in an entry.

Without limiting the foregoing, we may rely on your ACH Authorization Rules (including any originator identification number or other data provided) to implement any ACH block or filter you request. You understand that any error in the information may make the block or filter ineffective, and an ACH entry may thereupon debit or credit your Account. We will not be responsible for blocking or filtering entries due to any error in your FCS Enrollment Form or other instructions we receive from you. We will also not be responsible for ACH entries which contain different or varied amounts, originator name or originator identification numbers, SEC codes or other ACH data ("changed entry data"), including when due to an originator that has altered any of the foregoing or any other data to circumvent a block or filter or for other reasons. We are not responsible for ACH entries that include changed entry data notwithstanding the true or correct data is also provided in an ACH file or as a part of the entry or addendum records, but the file or entry or data has been manipulated or formatted to present inaccurate or different or varied data. We are allowed to use an originator identification number for processing without reference to or review of an originator's name, even if we have been advised of or could with investigation detect alteration or variation to circumvent a block or filter.

#### f. Additional Terms and Provisions

**(i) Dual Control.** For purposes of segregation of duties and internal controls, you can choose to use the tools available in FC Services to set up and use dual control with the Services. The following FCS Services are available for dual control: manually entering Check Issue Data online, Issue File Upload, Decisioning Positive Pay Suspects, Decisioning Reverse Positive Pay Presented Items, Decisioning ACH Reverse Positive Pay Entries and Establishing ACH Authorization Rules. Dual control means it will take two persons to act, one to input information and the other to release it to SVB. With Dual Control enacted, you agree to access our Online Banking Services with one set of access credentials to enter information, but then to use another person to login for a second session with a second set of access credentials to submit the instructions to us. If you have elected to use dual control through the FC Services, but this process is not completed by both persons by our posted cut-off time on the day a Suspect List is made available to you, you authorize and direct us to use your Payment Default Option with respect to all items on said Suspect List. You agree that any loss, harm or damage suffered by you as a result of your failure to implement dual control procedures offered by us will be a your loss, harm or damage and that we will not be responsible for the loss, harm or damage to the extent that implementation and proper use of the dual control tool would have prevented the same.

**(ii) Use of our Online Banking Services.** You agree that we may use the access credentials employed by our Online Banking Services as Security Procedures to verify the authenticity of communications and instructions (including payment orders, if applicable) received in your name. You agree to review the Security Procedures and determine (based on the type, frequency and amount of transactions you will have with us) whether they are a commercially reasonable means of protection against unauthorized transactions and the loss or damage you may suffer. You acknowledge that these Security Procedures are to verify authenticity and not to detect error. You will be bound by all communications and instructions for the FC Services received by us in your name if we verify authenticity using the access credentials of our Online Banking Services or other applicable Security Procedures. You will be bound whether or not the communication or instruction was actually authorized by you. On the other hand, even if we fail to verify the authenticity of a communication or instruction received by us in your name, you will be bound by it if it was in fact authorized by you under any agreement between you and us, under the laws of agency and apparent authority, or otherwise. You agree not to disclose any passwords, codes, security devices and related information (the "Materials") to any person, firm, corporation or governmental entity, except to your agents, third-party processor and others who access and use the FC Services on an account owner's behalf. You will not make or allow anyone else to make any copies, in whole or in part, of any Materials or to disassemble, decompile or reverse-engineer any security device. You will notify us immediately if the confidentiality of any of the Materials is breached.

**(iii) Our Receipt.** Your instructions to us in connection with FC Services must be provided to us in a form and manner acceptable to us. Communications (including Disposition Instructions, return instructions, and other communications described above) are deemed "received" by us only when actually received by us, in a form acceptable to us and in such time as to provide to us a reasonable opportunity to act on the communication.

**(iv) Termination.** We may terminate these Terms or terminate or suspend some or all of the FC Services, with or without cause or notice, at any time. You may terminate any FC Service by sending written notice to us, which shall be effective 30 days following our receipt of the notice. Although we will generally seek to notify you of any termination or suspension by us in advance, we are not required to do so. Termination of these Terms will not affect your or our rights or obligations that arise prior to termination (e.g., indemnification) or in connection with an item or ACH entry processed or FC Service provided prior to termination.

## Business Debit Cards

### You agree to use Business Debit Cards only in the United States

**a. Definition of Services.** You may apply for a Card. If you qualify and if we decide to issue a Card(s) to you, then this Section specifies the rights and obligations we and you have regarding business debit cards and their use. A “Card” is the plastic business debit card (or an electronic counterpart — see “Digital Cards” below) bearing a MasterCard® (and normally a Maestro) logo. Cards are issued to you for business use only. The Card is a debit card, and it is not a credit card. When Card(s) are used, charges are made against and are deducted from the deposit account that is associated with the Card (“Attached Account”). The Card(s) may be used solely for commercial, business or agricultural purposes. The Card(s) are the property of SVB, and you agree to surrender all Cards to us upon request by us. We are not responsible for the refusal of anyone to honor the Cards.

The program does not commit to extend credit, and you may not defer payment on Card transactions. Since the Cards are not credit cards, no line of credit is associated with the Card (or an Attached Account, unless by agreement other than this Agreement). Therefore, your available account balance must be sufficient to cover all Card withdrawal(s) and other transactions at authorization, settlement and all other stages in a Card transaction. We may (but are not required to) decline to authorize Card transactions that would exceed the available balance in the Attached Account after that balance is reduced by such holds or other charges as may be processed by Bank against the account.

You agree to provide all Cardholders with information sufficient to allow them to comply with these provisions and to enforce such compliance. You represent and warrant to us that you are authorized to provide us with information on a Cardholder (current or past), including the Cardholder’s taxpayer identification number, date of birth, address and telephone number. You agree to provide assistance and information reasonably required by Bank as regards to Card usage or to support our compliance with laws, rules and regulations applicable to Bank, Cardholders or Card transactions or for loss mitigation purposes. If you do not provide the requested information, we have the right to close your Card and/or account without notice.

To the fullest extent allowed at law, you are responsible for the action or inaction of all Cardholders, including when a Cardholder uses a Card in a manner that was not authorized by you or that is contrary to limitations you impose on Cardholders. A Cardholder is not responsible to SVB for his or her actions. You acknowledge that SVB issues Cards to you only and does not issue Cards to a Cardholder, even though a Cardholder’s name may appear on the Card. By signing using, activating or accepting a Card, you agree to the terms and conditions that apply and represent and warrant that each Cardholder will also comply with them.

**b. Card Issuance and Use.** A Card is issued to you in your name. It may also include the name of a person designated or provided by you as a Cardholder. Including a Cardholder’s name on a Card does not result in the Card being issued to that Cardholder or any obligation from the Cardholder to SVB. Cardholders may be designated by your Contracting Officers or other authorized representatives using a Business Debit Card Application (“Application”) or otherwise in a manner acceptable to us. An initial unactivated Card may, however, be issued in your name and with the Cardholder being a person shown on our records as a Contracting Officer of yours. A Card may be delivered by us by mailing the Card to any address we show on our records for you. We are not obligated, however, to deliver the Card to any address outside of the geographic U.S.

Each Card will bear a unique identifying number. It will also include a field for the signature of the Cardholder and have a unique personal identification number (“PIN”). You will ensure that each Card is signed by the Cardholder on your behalf, but you will be obligated on Card transactions regardless of whether a Card has or has not been signed by the Cardholder. We have no obligation to monitor who is designated as a Cardholder or to limit Card issuance or use to individuals that are “Authorized Signers” on an Attached Account.

YOU AGREE NOT TO REQUEST A DEBIT CARD FOR USE BY A RESIDENT OF INDIA, TO SEND ANY DEBIT CARD TO A RESIDENT OF INDIA FOR USE BY HIM OR HER OR TO ALLOW A RESIDENT OF INDIA TO HOLD A CARD AS A CARDHOLDER, except with SVB’s specific and prior consent in writing. Without limiting the foregoing, you agree not to allow a Card to be held or used by any Cardholder who resided in India for more than 182 days during the course of the preceding financial year or who would otherwise be deemed a “resident” for purposes of India law. If one of your Cardholders is a resident of India, you agree to notify us immediately. If we have any indication that a Cardholder may be a resident of India, you agree that we are authorized to seek supplemental information regarding the residency of that person (and to assist SVB in this effort) and/or to cancel the Card.

Cards may be used to purchase goods and services at merchants that display the MasterCard and/or the Maestro logo and at other merchants that participate in other point-of-sale (POS) systems that may or may not be identified on your Card. Typically, a PIN is needed to complete a Maestro or other POS transaction. When no PIN is required, a signature of the named Cardholder may be required by the merchant. (In some cases, a signature may not be required by the merchant even when a PIN is not needed — for example, in internet, telephone and other signature-less environments or when the merchant waives a signature requirement or the transaction is below levels set by MasterCard for required signatures). Cards may be used to obtain cash via withdrawal at financial institutions that accept debit cards with the MasterCard logo (“cash advance transactions”). Finally, you can withdraw cash from Attached Accounts by using your Card at other participating automated teller machines (ATMs). (Note that ATM transaction capabilities

are an optional service that you may elect at the time of application or later. Contact Client Services (see Appendix A) to inquire further about or to add these ATM services to the Card[s].)

Services may not be available at all terminals or merchant locations or at all times of the day. We do not control and are not responsible for Card acceptance by merchants or for any fees or charges imposed by others in connection with a Card transaction. We will not be responsible for monitoring Card use or usage patterns. When using a Card, you may be asked for an address. Please remember to use the U.S. address that is associated with your Card. This may often be the address to which the Card was sent.

We may from time to time introduce new services that involve use of a Card or are associated with a Card and/or the Attached Account. If so, we will notify you of the new service(s), and the notice will be a part of this Agreement (unless otherwise specified). By using a new service or a Card after this notice, you agree to the terms and conditions associated with the service and to the Agreement as amended or revised.

We do not advise you on how use of Cards (including ATM withdrawals) or other services will be treated for tax purposes. You agree to consult your tax advisor for information on the tax treatment or consequences of your use of the Card or Card services (including the adequacy of records relating to Card transactions or ATM withdrawals) on your tax returns and any recordkeeping needed.

You agree, and you shall obtain each individual Cardholders' agreement, not to disclose or otherwise make the Card(s) or corresponding PIN(s) or Card information available to anyone not authorized by you to use the same. You agree to use reasonable security procedures to protect against loss, theft or misuse of a Card and related information. You agree, and you shall obtain each Cardholder's agreement, to notify us immediately if you know or suspect a Card, PIN or Card number has been compromised or any Card has been lost or stolen.

You have no right to stop payment on a Card transaction. If you have a dispute with a merchant regarding goods or services purchased with a Card transaction, you will need to and you agree to resolve the dispute with the merchant.

You agree not to use the Card or any Card services to engage in any illegal activity (e.g., funding any account that is set up to facilitate internet gambling). Display of a logo that is also shown on a Card (e.g., by an online merchant) does not necessarily mean that the transactions are lawful in all jurisdictions in which you or a Cardholder may be located. You agree not to engage in any transaction or transmittals involving credit, funds or proceeds in connection with unlawful Internet gambling as set forth in the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing Regulation GG. Further, you agree and acknowledge that if we determine in our sole discretion that we must block or prevent a credit or debit (including those credits and debits by means of card systems) to or from your Attached Account(s) pursuant to the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing Regulation GG, then we may do so without being liable to you for any damages. We may also block or prevent Card transactions that are reasonably determined by us to present the possibility of an illegal transaction or to present security or fraud risks unacceptable to us, and we may do so without being liable to you for any damages. You agree that none of the foregoing will be deemed to be wrongful dishonor by us. Finally, you agree to ensure that each Cardholder will not use his or her Card or any Attached Account for any transaction that is illegal under the laws governing you or your accounts or is otherwise disallowed.

Without limiting the foregoing, we will not be liable for failure to complete any transaction as may be allowed under this Agreement or under any of the following instances: (i) If, through no fault of SVB, you do not have enough money in the affected Attached Account to complete a transaction or authorization request; (ii) the terminal where the transaction is initiated is damaged or not working properly; (iii) circumstances beyond our control (such as fire, flood, terrorism, power failure, computer breakdown) prevent the transaction; (iv) the funds in any Attached Account are subject to legal process, an uncollected funds hold, security interest or other claim; (v) an Attached Account is frozen because of a delinquent loan or a dispute, or we receive inconsistent instructions regarding a Card or Attached Account from persons purporting to act on your behalf.

**c. Your Payment Obligations.** Use of the Card(s) or PIN(s) is controlled by you. All use of a Card will be and will be deemed to be your act and responsibility, whether or not the Card is or is not a valid Card. You will be liable for all transactions made using a Card, PIN or Card number or otherwise in connection with the Card services contemplated under this Agreement. You shall be responsible regardless of whether such Card transactions were effectuated: (a) by or on behalf of any authorized individual, or for any authorized purpose, or by an unauthorized person or in conflict with any usage limitation established by you; (b) using a valid PIN; or (c) in accordance with any rules or regulations of MasterCard, Maestro, the Bank or any merchant. Without limiting the foregoing, you are responsible for any and all transactions of any type processed through an authorized system if we receive transaction data identifying a Card, PIN or other access device as one issued to you. For purposes of this Agreement, an authorized system is any system that will process transaction data for valid Cards (including MasterCard, Maestro and any other POS or other system shown as a logo on any Card).

You agree to pay us for all transactions for which you are liable under this Agreement and authorize us to charge any account of yours at Bank for the same (including but not limited to the Attached Account).

Your liability for Card transactions will continue until the later of the time that all Cards are returned to Bank or you instruct Bank to cancel all Cards, and Bank has had a reasonable opportunity to cancel all Cards. You understand that loss or theft of a Card, or any unauthorized use of a Card, is no basis for you to avoid liability for a Card transaction, whether before or after you inform Bank of loss or theft of the Card (except as specifically provided in this Agreement). We may from time to time require closure of an Attached



Account or accounts and reissuance of one or more Cards as a means of preventing further losses, and you agree to bear all costs associated with the same.

Issuance of the Card(s) creates an inherent risk of unauthorized use. Authorization for use of the Cards and any PIN(s) is not dependent upon or limited to either those individuals specified on the signature card for an Attached Account or other individuals specifically authorized by you to use a Card or PIN. You assume the risk of loss associated with unauthorized use of the Cards or any derivative access (such as virtual wallets) as provided herein, including but not limited to theft and embezzlement of valid Cards and the creation or forgery of invalid cards.

You warrant that you will not redistribute the Card(s) among individuals not named on the Card. You specifically assume any risk associated with any distribution or redistribution of a Card(s) and corresponding PIN(s). You further assume any risk associated with disclosing Card or PIN information to others, including, but not limited to, risks of loss associated with theft or embezzlement.

*Limited Liability.* If a Card is used in a MasterCard transaction, then the MasterCard Zero Liability Policy may apply. If the Zero Liability Policy applies, you will not be responsible for “unauthorized use” of the Card, where “unauthorized use” means the use of the Card by a person other than you or a Cardholder who does not have actual, implied or apparent authority for such use and from which you or Cardholder receives no benefit. Please note that the MasterCard Zero Liability Policy may not apply to all Card transactions. For example, the MasterCard Zero Liability Policy only applies to transactions that use the MasterCard payment system. The MasterCard Zero Liability Policy might not apply if you have not used reasonable care in protecting your Card from loss or theft or you have not promptly reported to SVB when you knew that your Card was lost or stolen. If a payment system other than MasterCard is used, then the transaction will not be covered by the MasterCard Zero Liability Policy. There may also be other cases where the zero liability policy might not apply, under the MasterCard rules.

**d. Transaction Limitations.** We are authorized to and may impose dollar, volume, activity, exposure or other limitations on Card transactions and to change them at any time. If you desire limitations individualized for you as risk-control measures, you must inform us and request that the desired risk-control measures be made available or implemented by us. You are obligated on Card transactions, including those that are not in compliance with any of your internal policy or procedures, unless we specifically and in writing agree to implement a requested risk-control measure.

We may increase dollar or other limitations for one or more Cards or Card transactions upon request from your Contracting Officer or a person who is an Authorized Signer on the Attached Account. You accept the risks associated with this possibility of higher transaction limitations. Card transactions limits are initially set as follows by default, but you can change these limits at any time and from time to time. To make changes, you will need to contact Client Services (see Appendix A).

- Purchase transactions (including PIN-based) are limited to no more than 25 transactions per Card, and no more than \$15,000 per Card and per Attached Account, each calendar day. This includes any cash back obtained in point-of-sale transactions.
- Cash advance transactions are limited to no more than 4 transactions per Card, and no more than \$3,000 per Card and per Attached Account, each calendar day.
- Bank may for risk control purposes decline Card transactions that would otherwise be below the above limits.

We may also change dollar or other limitations, at any time and from time to time. If we do, we will use commercially reasonable means to provide you with advance notice of the change as set forth in Section 1j (“Amendments/Changes in Account Terms”) of this Deposit Agreement. However, we reserve the right to change dollar or other limitations without advance notice to you, including if we in good faith believe the change to be useful or necessary to prevent loss or damage (or to reduce the risk of loss or damage) to you or to us. The foregoing does not limit rights we may have in other parts of this Agreement.

Transaction limitations may also be imposed by the merchant or other owner of a terminal. Transactions may be limited by the operator of, or any other participant in, any system used in the transaction. Card transactions processed after our cut-off time on a Business Day, or on any day that is not a Business Day, may be treated by us as occurring on the next Business Day. Cardholders may use a Card and engage in Card transactions 24 hours a day and seven days a week, depending on merchant availability.

**e. Discretionary Overdraft Program.** We may at our sole discretion authorize a Card transaction that is not covered by available balances in your Attached Account, and we may pay Card transaction into overdraft at settlement if there are insufficient funds at that time (“Discretionary Overdraft Service”). If you would prefer that we not provide Discretionary Overdraft Services, we will cease the service at any time upon your “opt-out” request or instruction. Contact Client Services (see Appendix A) in this regard.

We are not obligated to offer Discretionary Overdraft Services, and no commitment exists by Bank (or arises from any course of performance) to extend credit or to allow overdrafts or the possibility of overdrafts. We reserve the right to stop or change the dollar amounts of discretionary authorization and payment of Card transactions presented against insufficient available funds at any time and without notice. If an overdraft is created, you agree immediately to deposit sufficient available funds to cover the amount of the overdraft.

You agree to pay us overdraft fees as described in our Fee Schedule. The overdraft fees and any maximum may be changed by us in accordance with Section 1j (“Amendments/Changes in Account Terms”) of this Deposit Agreement. Since the discretionary overdraft program may result in overdraft fees, you are advised to prevent overdrafts from occurring. You should also consider whether you are better serviced by using other programs offered by Bank that offer loans and extensions of credit (e.g., business credit cards and lines of credit) that will provide access to funds at fees and charges that are often less than overdraft fees and charges (in some cases, the difference can be very large). Contact Client Services (see Appendix A) for information about such alternatives.

At our sole discretion, we may determine the order of posting of Card transactions, checks, items, debits and other charges to an Attached Account, both for purposes of determining the balance available for Card transactions at authorization and for purposes of settlement of Card transactions against an account. We may change the order of payment at any time with or without notice to you. Currently, as a general matter, Card transactions on the settlement date are charged against an account before checks and other items. Wire transfers and certain other transactions are processed real time (or memo posted as a charge against available funds). An overdraft fee is charged when a Card transaction settles into overdraft — that is, causes a negative balance to occur.

An overdraft fee can also arise if a check or other item causes a negative balance. For example, if a Card transaction reduces an account balance, a check or other item may overdraw the account if we do not return the check unpaid. A check or other item may pay into overdraft due to a Card transaction hold having been imposed (see below). Checks and other charges or debits to an account that occur after authorization of a Card transaction can also result in an overdraft. An overdraft fee may also be charged in these cases.

**f. Hold on Funds.** We may place a hold on funds in an Attached Account based on authorization requests. The hold may be for the amount of the transaction or for a pre-established amount in excess of the transaction (e.g., hotel or car reservations). The held funds will not be available for other account purposes, and an overdraft fee may be assessed if a negative balance arises. We also have the right to return checks or other items drawn on or debits against an Attached Account to maintain sufficient funds to pay for any previously authorized Card transactions. The hold may be released on or before, or may continue after, the date that the Card transaction is settled through the appropriate system (normally, Maestro or the MasterCard system). Our hold may continue even if you do not purchase any goods or services for which authorization was obtained.

You agree to maintain sufficient available funds on deposit in the Attached Account to cover all previously authorized Card transactions and all current charges or debits against the Attached Account. If there are insufficient available funds in an account after giving effect to a hold, we may reject or return checks and other charges or debits to the account. If checks are returned, you agree to pay all applicable non-sufficient funds fees. In this regard, we may but are not obligated to pay or allow checks or other transactions that exceed your available balance. If we do, you agree to pay the overdraft and any overdraft fees. If we allow checks or other charges and debits to be authorized or paid in excess of the available balance, we may discontinue that practice at any time and with or without cause or notice to you.

**g. Electronic Wallets.** A Cardholder may register the Card with an electronic wallet such as Google Wallet, Apple Pay, Samsung Pay or another program if available that allows Card access through a “virtual wallet.” Once registered, the wallet may be accessed online and through a cell phone or other mobile device. You and your Cardholders should consider that there is risk of loss that may result from wireless transmission or loss of the mobile device. In this regard:

- Purchases made using a virtual wallet may appear on the periodic statements with a phrase such as “Google Wallet” or other name for the virtual wallet provider, along with the name of the related merchant to assist with identification.
- Cardholders may earn rewards or “offers” by engaging in virtual wallet transactions. You will have no automated controls over how the individual Cardholder uses or redeems any rewards or offers through our program.
- We have no responsibility or liability whatsoever for any function, malfunction, delays or other problems, or any resulting loss, damage or liability, from enrollment in or use of Card through a virtual wallet program.
- Use of the Card to fund a prepaid card is treated as a cash advance transaction.

**h. Canceling Cards.** You may cancel a Card or terminate Card services upon 30 days’ written notification to us. Closure of an Attached Account will not relieve you of your obligations regarding Cards or transactions associated with that Attached Account. We reserve the right to terminate Card services immediately at any time, with or without cause and with or without notice of such termination to you. We may hold in reserve funds in any Attached Account or other account, or in a specially created reserve account, and prohibit your access to the same for up to the later of (i) 270 days following termination of this Agreement, and (ii) 90 days following the last day on which any return or other disputed amount regarding any Card transaction may be processed through MasterCard, Maestro or other payment system that has its logo displayed on a Card for return to you.

**i. Disclosing Information in Card Transactions.** We may disclose information to third parties about your Attached Account or Card or other transactions you and Cardholders make, including but not limited to, the following:

- Where it is necessary or helpful in verifying or completing a transaction.
- To verify the existence or condition of your account, or to provide experience information regarding your account or transfers or to a third party (such as an affiliate, credit bureau or merchant).

- To communicate with Maestro or any other payment system that has its logo displayed on the Card with regard to a Card transaction.
- To communicate with MasterCard, with regard to a Card transaction.
- To comply with government agencies or court orders.
- In connection with any claim of unauthorized use or error or any dispute regarding a Card or a Service.
- As otherwise provided in this Agreement or in our Privacy statements and notices.

**j. Review of Statements; Address and Telephone Number.** If you believe that a Card or Card number has been lost or stolen or that someone has transferred or may transfer money from an Attached Account without your permission, contact us immediately by calling the number shown at Appendix A or printed on the back of the Card. You agree to review all account statements and receipts immediately upon receipt and to notify us immediately if you know or suspect that any Card or PIN transaction is unauthorized or that the statement or receipt has errors or is otherwise incorrect. You shall be precluded from asserting any unauthorized use of a Card or PIN or other error in a periodic statement if not asserted by you within 60 days following the earlier of: (i) your discovery of the unauthorized use or other error; or (ii) the date we first make available the statement on which the unauthorized use (or series of uses) or other error is first reported. The foregoing does not limit your responsibility, if you have any, for unauthorized use.

**k. Foreign Transactions.** If a Card is used to conduct a transaction in a currency other than U.S. dollars, then the merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies and may impose fees or charges as part of this. MasterCard currently uses a conversion rate that is either: (i) selected from a range of rates available in the wholesale currency markets (note: this rate may be different from the rate that MasterCard receives), or (ii) the government-mandated rate. MasterCard and others may impose fees or charges and add them to the price of the conversion.

Our card processor may convert non-U.S. currency to the currency of the acquirer using a prevailing conversion rate, which may or may not be among the conversion rates offered by MasterCard. The conversion rate may be different from the rate in effect on the date of the transaction or date posted on the Attached Account. You agree to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.

You also agree to pay to us an SVB International Service Assessment ("ISA") whenever MasterCard imposes an ISA on Card transactions. Our SVB ISA is shown in our Schedule of Fees and Charges and includes an optional issuer fee that we collect and that is in excess of the ISA imposed by MasterCard. The sum of the MasterCard-imposed ISA and our SVB optional issuer's fee is shown in our Fees and Charges as the "SVB International Service Assessment ("ISA") fee."

**I. MasterCard Easy Savings Program.** You and your Cardholders have been or may be, upon activation of the Card or later, enrolled in the MasterCard Easy Savings Program, an automatic rebate program for MasterCard small business cardholders.

i. **The MasterCard Program.** This program is offered by MasterCard, and SVB is not responsible for program terms or conditions or for performance by MasterCard, merchants or others. For complete terms and conditions, visit [www.easysavings.com](http://www.easysavings.com). Under the program, you may be able to obtain savings on qualifying, eligible purchases. Participating merchants and rebate offers are subject to change. Restrictions apply, and **registration is required for full benefits**; you are automatically enrolled in rebates from some merchants (currently including some gas stations, restaurants and hotels), but you must register and opt-in for other merchants. If you do not wish to participate in this program, please contact Client Services (see Appendix A).

Cardholder Data:

- You and Cardholders agree to the terms of the program's privacy notice as posted at <https://www.mastercard.com/us/business/en/common/privacypolicy.html>, as it may be amended from time to time.
- You and Cardholders acknowledge and agree that SVB and MasterCard may share and use data regarding you, Cardholders, your personnel and your small business card usage with each other and with third parties, such as merchants and service providers, to operate the program and for internal operational purposes, including, but not limited to, sending you and your personnel emails regarding the program.
- You agree to obtain Cardholder agreement to the program's privacy and information sharing provisions and to do so in advance of any Cardholder participation in the Easy Savings Program.
- You agree to inform us if any Cardholder objects to information sharing as described by MasterCard or under the program.

ii. **Your Agreement with SVB.** The form of an Easy Savings rebate may be a credit to your Attached Account or in another form. A rebate may not appear on the same statement as the related purchase. There may be a delay of up to one statement cycle.

Your available balance in the Attached Account may be reduced by the full amount of a purchase, not reduced by the rebate. All or a portion of a rebate may be reversed in certain circumstances, including without limitation, upon a return, dispute, adjustment or fraudulent card activity.

iii. **Disclaimer of Liability.** We are not responsible for any rebate offers or rebates, your or any Cardholders' ability to use offers or rebates, the crediting of any rebate to your Attached Account, reversals of offers or rebates, accuracy or completeness of information about offers or rebates or any acts or omissions of the participating merchants. We are not liable for any damages that you or Cardholders suffer in connection with participation in the program, unless the damage results directly from our failure to perform express obligations imposed upon us under this Agreement. The limitations on our liability in Section 7b ("Limitation of Liability") of this Deposit Agreement apply. Without limiting the provisions of Section 7b ("Limitation of Liability") of this Deposit Agreement, we are not responsible for any taxes, any fees or penalties that you or Cardholders incur on the Card(s), including those that may result from rebate reversals.

Participating merchants may not vary this Agreement or the relationship between SVB, you or Cardholders and may not make any commitments that are binding on us.

iv. **Taxes.** Any tax liability resulting from participation in the program shall be your sole responsibility. You must account for rebates for tax purposes as required by law. Merchants may report information regarding your participation in the Program to tax authorities.

v. **Termination.** How to terminate appears above. There may be a delay of up to 30 days in effecting termination, and reversals or adjustments of rebates may continue after termination. SVB may terminate your participation in the program at any time, without notice unless required by law.

**m. Digital Cards.** Cards may also be issued in digital form. Digital Cards are subject to the foregoing as if they were a physical Card, except: (i) no plastic Card is issued or delivered to you, and the Card does not include a field for the signature of the Cardholder; (ii) data and credentials that allow Card transactions ("Credentials") are provided in place of a physical Card; (iii) you agree to maintain control and security of all Credentials in a manner that prevents unauthorized use; (iv) you are responsible for Card transactions accomplished using Credentials to the same degree as would be the case with use of a physical Card; and (v) we may require you to enroll in Online Banking Services or other secure services to receive Credentials. You may request a digital Card(s) or physical Card(s) or both, but we have no obligation to provide you with either. Digital Cards may not have all functionality that accompanies a physical Card (e.g., ATM use may be unavailable) and may be subject to different or additional limitations on use and function.

## Automated Clearing House (ACH) Receipt Services

**a. Definition of Services.** The Automated Clearing House ("ACH") is an electronic funds transfer system allowing money to be transmitted between participating banks. These transfers are governed by the rules of the National Automated Clearing House Association ("Nacha") and California Law. If a conflict arises between the Nacha rules and the Agreement, the Nacha rules will govern. You agree to be bound by the Nacha rules for all ACH transfers.

**b. ACH Provisional Credits.** Credit for an ACH transfer is provisional until final payment is received by the payee's financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the payee, and the payee's bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, we may charge your account for the full amount without prior notice or demand, even if it results in an overdraft on your account. We may refuse to permit the use of any amount credited for a debit entry or credit reversal if we believe that there may not be sufficient funds in your account to cover chargeback or return of the entry or reversal.

**c. Notice of Incoming ACH.** We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits or debits to your account, you will receive notice of the credit or debit via Online Banking Services, as applicable, or on your next regular periodic statement. You also can contact us during normal business hours to determine if a transfer has been credited to your account (refer to Appendix A of this Deposit Agreement for contact information). You must examine your account activity in a timely manner and notify us of any unauthorized transactions (no later than two Business Days after the effective date of the ACH transfer, or such longer period as may be provided in any law that cannot be varied by agreement).

**d. Reliance on Identification Numbers.** If an ACH transfer describes the person to receive payments inconsistently by name and account number, payment by us and others may be made on the basis of the account number, even if the account number identifies a person different from the named person. If an ACH transfer inconsistently describes the receiving financial institution by name and identification number, the identification number will be relied upon by us and others as the proper identification of the financial institution.

**e. ACH Blocks and Filters.** You may elect to utilize our ACH blocks and filter services. These services are optional and are subject to additional fees.

- An ACH Block allows you to block specific transactions or Originators. All other ACH transfers will post.
- An ACH filter only allows ACH transfers or Originators that are specifically designated by you to post. All others are blocked.

**f. Additional Terms.** In addition, the following terms apply to payments to or from an account that are transmitted through the ACH:

- We may screen ACH transfers that would result in debits or credits to your account for compliance with applicable laws, rules and regulations. Where we believe a credit to your account may be subject to being blocked or frozen under the OFAC-administered sanctions laws of the United States or of sanctions laws of another country or may be otherwise suspicious, we may block or freeze (i.e., place a hold on) the funds and deny you access to them for a reasonable time sufficient to allow us to resolve the matter.
- Preauthorized ACH transfers may be authorized in writing or similarly authenticated. If the amount varies, the Originator should send you written notice of the amount and date of the transfer at least 10 days before the scheduled transfer date.
- You authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to NACHA Rules, ACH debit entries to your account, including for electronic presentment or re-presentment of checks written or authorized by you.
- Origination of ACH entries is governed by a separate Related Agreement.
- The Bank may utilize the ACH format and system to process internal transfers, such as credit card payments or loan payments. Transfers of this nature are covered by separate agreement and are not governed by Nacha rules.

## Wire Transfers and Payment Orders

**a. Transfer Requests and Charging Your Account – YOU ARE RESPONSIBLE FOR UNAUTHORIZED TRANSFERS.** Funds transfers from your accounts are payment orders governed by the California Uniform Commercial Code. These include wire transfer requests, requests for payments from the account through automated clearinghouse credit entries and payments to others from the account through bill payment services. When you transmit a request for a wire transfer, or you send an automated clearinghouse file for credit entries to us, or use our bill payment services (collectively, an “Order”), you authorize us to process the Order and charge your account for the amount indicated plus any fees. We are not obligated to accept an Order. We may refuse an Order at any time, either for cause or without cause. We may charge an Order to any of your accounts if your designated account lacks sufficient available funds.

If we accept your Order, you may initiate transfers (both U.S. dollar and foreign currency) from your designated accounts. These may be single transactions or, if approved by us, standing instructions to initiate Orders. Orders that have a “send date” of “today” must be received by us in sufficient time to allow us to accept or decline by our wire transfer cut-off times.

Security Procedures may vary depending on the manner in which you communicate with SVB. The Security Procedures include but are not limited to process controls, technological controls and third-party applications and are described in this Agreement and in connection with our Online Banking Services (including manuals, agreements, disclosures and other documents made available to you through our Online Banking Services). You agree to review all Security Procedures as described below. We may offer Security Procedures with enhanced capability of detecting unauthorized use (e.g., multi-factor authentication).

You agree that the authenticity of Orders issued to us in your name as sender will be verified pursuant to the Security Procedures. You agree that an Order that is received by SVB is effective as an Order issued by you and will be binding on you, whether or not authorized by you, if the Order was accepted in good faith by us and in compliance with the Security Procedures.

You also agree that any Order that is received by us in your name as sender is authorized by you — whether or not we verified the authenticity of the Order in compliance with the Security Procedure — if the Order is initiated, approved or authorized by any person with actual authority from you to access, use or send Orders. This includes any person authorized by you to transact on the account, any person acting in the capacity of your agent, any Contracting Officer, Authorized Signer or Administrator or User of Online Banking Services (as defined in our Online Banking Services agreement), each of your officers and employees, and any person given access to the Security Procedures by any of the foregoing. Actual authority may also arise by operation of law (e.g., your CEO or Chairman of your Board of Directors) in addition to any of the foregoing. We may act upon and you will be bound by Orders received by us in your name from any of these persons or any other person operating under your actual authority to access, use or send Orders, unless and until SVB has been notified of your withdrawal of such authority and SVB has had a reasonable time to act. You will be bound by such Orders even if we did not verify the authenticity of the Order in compliance with the Security Procedures.

You agree that the Security Procedures are a commercially reasonable method of providing security against unauthorized Orders, unless and until you have notified us otherwise. You agree that you will review the Security Procedures at the time you begin to use our services and from time to time thereafter to determine if the Security Procedures are or have ceased to be a commercially reasonable method of providing security against unauthorized Orders. You agree to notify us immediately if the Security Procedures cease to be commercially reasonable for you. When making this determination, you agree to assess your circumstances, including the size, type and frequency of Orders you normally issue and alternative Security Procedures offered by us for your use (if any). We may offer Security Procedures with enhanced capability of detecting unauthorized use (for example, multi-factor authentication). If you decline to use these enhanced Security Procedures, you agree that the procedure used by you is commercially reasonable for you.

You agree that SVB is authorized to disregard, delay or refuse any Order received by us in your name as sender, whether or not authorized by you, for any reason or for no reason. We are authorized by you to disregard, delay or refuse an Order notwithstanding that the authenticity of the Order was verified using the Security Procedures or was initiated, approved or authorized by a person with actual authority from you.



**Limitation to Business Purpose:** You may initiate Orders from your account for business purposes only; Orders for consumer purposes (that is, for personal, family or household purposes) are not permitted. You shall not submit an Order on behalf of a third party without our prior written consent, whether or not for business purposes.

**b. Available Funds.** We may refuse an Order if there are not sufficient collected and available funds in your account on the date we initiate the transaction or transfer the funds. We may place a hold on funds pending our processing of your Order.

**c. Cut-off Times for Orders.** We will use our best efforts to execute an Order the day of receipt if we can authenticate it before our Business Day cut-off times for Orders. Our processing hours for Orders vary based on the location, transaction type and other factors. We may process any Order we receive after our cut-off times on our next funds transfer Business Day. Our wire cut-off times are posted at [www.svb.com](http://www.svb.com) (see Appendix A of this Deposit Agreement).

**d. Checking the Status of an Order.** Through our Online Banking Services, you may review an Order. For U.S. dollar denominated wires, you may view the transactions on the day they are processed. Foreign currency wires generally appear on the report the day after they are processed. You agree to review the status of an Order promptly and in any event on the same Business Day as the information is made available to you. While we will use reasonable efforts to process your Order upon receipt, processing of Orders may be delayed or cancelled for compliance, legal, fraud review, data quality and other reasons.

**e. Approval of Orders.** It is your responsibility to determine the Security Procedures you believe to be appropriate for you, but the Bank strongly recommends that you institute an enhanced process for your Orders. We recommend dual approvers on all Orders to help secure and protect your account and data from misuse, fraud and theft. If you choose to allow wires to be sent without an approval step, you agree that you will be liable if fraud occurs, and we may require you to sign a waiver.

**f. Instructions.** Your Orders must comply with all applicable laws, rules and regulations and with any user instruction provided to you. We are not responsible for detecting or rejecting duplicate Orders. If you give us an Order that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. You must accurately and completely describe transaction beneficiaries and financial institutions in your Orders. If you describe any beneficiary or institution inconsistently by name or routing or account number, we and other institutions may process the Order using commercially reasonable efforts even if the number identifies a person or entity different from the named beneficiary or institution.

**g. Cancellation and Amendment of Orders.** You may not cancel or amend an Order after we receive it. If we attempt to cancel, amend or reverse an Order at your request, we assume no liability for any loss (including interest) that results if the reversal is not effected. You agree to indemnify, defend and hold us harmless from any and all proceedings, losses, damages, liabilities, claims, demands, costs or expenses (including attorneys' fees and costs) incurred by us in effecting or attempting to effect any cancellation, amendment or reversal. You are solely responsible for providing notice to beneficiaries that a cancellation, amendment or reversal is being transmitted and the reason for the same in a timely manner.

**h. Refusal or Rejection of Orders.** We may refuse or reject any Order with or without cause or prior notice. We will notify you of such refusal electronically, in writing, by telephone or otherwise after the date the Order was to be effected. We are not liable to you for refusing to execute or for rejecting an Order.

**i. Notice of Returned Orders.** We will notify you electronically, in writing, by telephone or otherwise of any Order that is rejected or returned for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute the Order. We may attempt to resend the Order if the return is due to our error and we have sufficient data to resend the Order.

**j. Duplicate and Erroneous Orders.** You acknowledge that the Security Procedures are for the purpose of verifying authenticity and not to detect errors. We have no obligation to detect errors in Orders (e.g., an erroneous instruction to pay a beneficiary not intended by you or to pay an amount greater than intended by you or an erroneous duplicate payment order). If we do detect an error on one or more occasions, we are not obligated to detect the same error or other errors in future Orders.

**k. Authorized Representatives.** You may be required to provide names, signature examples, email addresses and telephone numbers of authorized representatives. We may rely on any authorized representative until we receive written notice deleting that authorized representative. You will be bound by Orders from an authorized representative, as set forth in Section 12a ("Transfer Requests and Charging Your Account – YOU ARE RESPONSIBLE FOR UNAUTHORIZED TRANSFERS") of this Deposit Agreement.

**l. Repetitive Orders.** When we have a repetitive transfer request form acceptable to us on file, we may allow repetitive Orders by telephone, by email or with the online wire transfer product. You will be bound by such Orders as set forth in Section 12a ("Transfer Requests and Charging Your Account – YOU ARE RESPONSIBLE FOR UNAUTHORIZED TRANSFERS") of this Deposit Agreement.

**m. Written Orders.** You should initiate Orders through the Bank's Online Banking Services or through one of the Bank's electronic direct transmission services. At our discretion, we may accept written payment orders, in a form acceptable to us and signed by a Contracting Officer or Authorized Signer or through other channels, but we are not required to do so. To verify that the authority of a person signing a written payment order or approving an Order through another channel, we may (but are not obligated to) contact a second Contracting Officer or Authorized Signer to confirm the instructions, in our sole discretion, but are not obligated to do so. Written payment Orders have an increased risk of fraud, and in using this method, you acknowledge and accept the risk of doing so. We have no obligation to accept written or other Orders.

**n. Confirmations and Monthly Account Statements.** We may (but are not obligated to) send a confirmation via Electronic Communication, fax or otherwise after executing an Order. Orders processed to or from your account will also appear in our Online Banking Services (typically, the same date as execution occurs) and on your account statement. We strongly encourage you to reconcile your transactions online immediately and to notify us of any unauthorized use. You must examine any confirmation made available to you (whether through our Online Banking Services or other Electronic Communication).

We will provide you with a periodic account statement. We may provide this to you as an Electronic Statement or in a paper form or both. You agree to review your account statement immediately and to examine your account statement, in accordance with Section 6t ("Reporting Unauthorized Transactions and Errors") of this Deposit Agreement. You must notify us in writing of any unauthorized Order(s) or use of electronic banking no later than 30 days after the confirmation or the account statement showing the unauthorized use is made available to you, or such longer period as may be provided in any law that cannot be varied by agreement.

You are in the best position to discover and report any errors or unauthorized transactions involving your account. If you fail to notify us within a reasonable time (not exceeding 30 days after your statement date or after the date the information about the Order is made available to you, whichever is earlier) of an unauthorized Order or other unauthorized transaction involving any of your accounts, we will not be responsible for subsequent unauthorized transactions by the same wrongdoer.

Without regard to care or lack of care by either you or us, if you do not discover and report an unauthorized Order or other unauthorized transaction within 30 days after the date of your statement or the date the information about the Order or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us.

**o. U.S. Dollar International Transactions.** If your Order involves a foreign transfer, we may transfer funds in the currency of the country of the beneficiary's bank at the buying rate of exchange for U.S. dollar transfers as determined by the bank making the conversion. Foreign transactions may be returned based on local laws and practices. If for any reason the transfer is returned, we may accept a refund in U.S. dollars in the amount of the foreign credit based on the buying rate of the bank converting the currency to U.S. dollars on the date of the refund, less any charges and expenses incurred by us. If we receive the returned amount in foreign currency, we may use any exchange rate chosen by us. You are responsible for any risks associated with currency exchange rate fluctuations. You understand and agree that the exchange rate chosen by us may not be the most advantageous rate available to you at the time. Foreign transactions may be subject to fees assessed by foreign banks and their correspondent banks, and you authorize us to apply any resulting charges to your account.

**p. Bank Agents and Systems.** We are not liable for a mistake or delay of any other person or system executing an Order such as a Federal Reserve Bank, SWIFT or another financial institution. Your Orders are subject to the rules of the funds transfer system through which the transfers are made. All international U.S. Dollar Orders are sent as a first preference using the bank's network of correspondent partners. We are not obligated to use or provide to our correspondent any intermediary bank instructions provided by you.

**q. No Attorneys' Fees.** No attorneys' fees will be awarded in an action over or related to your Orders.

**r. Currency Exchange Transactions.** SVB offers foreign exchange services, including the purchase, sale or exchange of currencies in the spot market with contemplated delivery terms not to exceed two Business Days ("FX Transaction"). You may use a specific foreign exchange service after you have been approved by us for that service. Any FX Transaction that requires the wire of funds in any currency shall be deemed to be an Order subject to the other terms and conditions set forth in this Section.

We may require that you accept an FX Transaction and confirm information relevant to that FX Transaction, including the amounts of any given pair of currencies to be purchased, sold or exchanged, the rate of exchange and other instructions. Upon such acceptance and confirmation, you are irrevocably authorizing the Bank to enter into the FX Transaction on your behalf and to debit from any account that you maintain with SVB the U.S. dollar equivalent of any amounts due in connection with the FX Transaction. Unless we have separately agreed otherwise, you are obligated to pay any amounts due in connection with the FX Transaction on the date that you accept and confirm that FX Transaction, regardless of whether the FX Transaction is completed. We shall not be responsible for any delay in settlement, execution or completion of an FX Transaction for any reason. Once an FX Transaction is accepted and confirmed, it may not be canceled or amended. We may rely on your acceptance and confirmation of an FX Transaction regardless of whether it is in writing, verbal or electronic, and you hereby waive any right to assert as a defense to liability with respect to an FX Transaction the lack of a writing signed by you that would otherwise be required to satisfy the statute of frauds, including Section 1624 of the California Civil Code or any comparable statute.

You shall be liable for, and you hereby indemnify, defend and hold us harmless from any and all proceedings, losses, damages, liabilities, claims, demands, margin obligations, costs or expenses (including attorneys' fees and costs) incurred by us arising from any FX Transaction, and you shall pay us, on demand, any such amounts, together with any interest accrued thereon at a rate per annum equal to our most recently announced prime rate (even if it is not the lowest interest rate that we offer) plus five percent, computed based on a 360-day year for the actual number of days elapsed from the date on which we incurred such losses, damages, costs, margin obligations or expenses, plus any processing expenses and fees. If you do not immediately reimburse us such amounts, we may apply any collateral or reserve as security therefore, exercise set off rights or, in our sole discretion, treat such amounts as an advance under any credit facility extended by us to you, in any order, combination or manner.

**s. Repetitive FX Wire Requests.** When we have an executed repetitive foreign exchange wire ("FX wire") request form acceptable to us on file, we will process such standing FX wires in accordance with the directions, terms and conditions of such request form. You will

be bound by such FX wire Orders as set forth in Section 12a ("Transfer Requests and Charging Your Account – YOU ARE RESPONSIBLE FOR UNAUTHORIZED TRANSFERS") of this Deposit Agreement. You also consent to the use by us of those rates and margins described in any repetitive FX wire request form authorized and executed by you until such time as you have notified us (by the request form or otherwise in writing) of your intent to terminate the service. You accept and confirm the recurrent transactions set forth in the request and the terms upon which the related Orders are processed by us.

**t. Incoming Wires.** You agree to pay our fees and charges for wire transfers received by us from others for credit to your account. We may accept such wire transfers and credit your account without verifying the authority of the sender. We may but are not obligated to provide a confirmation or other notice to you of the transaction but will provide you with information on your account statement. If the incoming wire transfer is denominated in a currency other than U.S. dollars, then you agree that we (i) have no obligation to convert the funds to dollars or to seek to contact you for authorization to convert to dollars but may do so if we receive authorization from you; and (ii) are authorized by you to return the wire transfer at any time.

**u. Drawdown Wire Service.** By executing an Enrollment Form requesting SVB Drawdown Wire Services, you agree and request that we execute drawdown requests received through FED Wire, SWIFT or other funds transfer system acceptable to SVB against the account(s) identified in the Drawdown Wire Service Enrollment Form. You authorize SVB to debit the account(s) for the amount of the wire transfer drawdown request if the information contained in the request is consistent with the information provided to SVB on the Drawdown Wire Service Enrollment Form. The authority granted to SVB shall continue until thirty (30) days after SVB receives written notice from you revoking such authority.

On the Drawdown Wire Service Enrollment Form you shall provide SVB with a list containing: (a) the name and ABA routing number of each financial institution which you authorized to request and receive drawdown wire transfers out of the identified account(s); and (b) the titles and account numbers of your accounts with each financial institution which are to be credited, if applicable.

Before executing a wire transfer drawdown request, SVB will verify that the financial institution requesting the drawdown wire transfer and the account to receive the transfer are included on such list. If the financial institution or account to receive the transfer is not identical to the information included on such list, SVB has no obligation to honor the wire transfer drawdown request or make the drawdown wire transfer. Bank has no obligation to honor the Drawdown Request or make the drawdown transfer if your account does not have enough collected and available funds.

In the event that the drawdown request contains the correct account number, payment may be made on the basis of the account number, even if it identifies a person different from the named beneficiary. Similarly, if the drawdown request identifies a participating financial institution inconsistently by name and identification number, the identification number may be relied on as the proper identification of the financial institution.

## Notices, Electronic Communications, Signatures and Records

**a. Use of Electronic Communications.** You agree that we may, at our option, use Electronic Communications, electronic records and electronic signatures in our relationship with you. Our use of Electronic Communications, signatures and records may extend to any agreements, including any Related Agreements, undertakings, notices, disclosures and other documents, communications, notices or information of any type sent or received in connection with any Deposit Services, including any banking, deposit, loan or other credit arrangement, foreign exchange or other product or service provided or extended by us to you or in connection with the ongoing relationship, banking or otherwise, between you and us or any of our affiliates or service providers.

**b. Means of Communicating.** We may send you any notice or other communication via the U.S. Postal Service, messenger, Electronic Communications, message on your statement or other reasonable means. We may send communications to any physical or email or other address for you shown on our records. If our records show multiple addresses for you, we may use any one address for communicating to you on any topic. The methods we use to provide notices or other communications may, to the extent otherwise permitted by law, include (i) Electronic Communication to your email account, mobile telephone number or other Electronic Communication device address ("Electronic Addresses"), (ii) posting it on our website, (iii) contacting you telephonically at any number, cellular or otherwise, we have on record or (iv) making it available to you on our website through a link provided on a notice, statement or other communication. We may require that certain communications from you be delivered to us on paper at a specified mailing address.

**c. Authorized Addresses.** You agree that we may use any Electronic Address you, or a Contracting Officer or Authorized Signer, or other authorized representative of yours, provides to us in the course of our relationship with you (e.g., communications regarding transactions or activity regarding one account, product or service may be sent to you via the email address you or these persons provided to us in connection with the Deposit Services or a different account, product or service). You agree to provide us with your current physical address and Electronic Address and to notify us promptly with any updates to those addresses so we may continuously and effectively communicate with you. You may instruct us to change the physical address or Electronic Address to which we send communications, which will be effective after we have had a reasonable time to react to and implement the change. If you need to update your physical address or Electronic Addresses or other contact information with us, you must do so by sending written notice to



Silicon Valley Bank, Attention: Client Services, 3003 Tasman Drive, Santa Clara, CA 95054, or sending us an email at [clientservice@svb.com](mailto:clientservice@svb.com) or by calling us at 1.800.774.7390 or 1.408.654.4636.

**d. Retain Copies.** It is your responsibility to access and retain copies of all Electronic Communications that we provide you. If you ask us for a paper copy of an electronically delivered communication, we may charge you a fee for providing the copy. If you have any trouble printing out or downloading any communications or decide you want a paper copy at a later date, you may request paper copies from us by writing to Silicon Valley Bank, Attention: Client Services, 3003 Tasman Drive, Santa Clara, CA 95054 or sending us an email at [clientservice@svb.com](mailto:clientservice@svb.com) or by calling us at 1.800.774.7390 or 1.408.654.4636. We are not responsible to retain copies of Electronic Communications sent to you.

**e. Communications from Unauthorized Persons.** If we receive an Electronic Communication in your name that purports to have been sent or made by you or your authorized representatives, you agree to be bound by the communication and acknowledge that we may rely upon and treat the communication as an authorized communication from you, even if it was not authorized by you. An Electronic Communication may serve as your electronic signature and may bind you to agreements, contracts and/or terms and conditions with us. If we receive an Electronic Communication in your name that was or appears to have been authorized by you or by someone authorized by you, you shall be bound by the communication, and we may rely upon and treat the communication as an authorized communication from you regardless of whether we used any available Security Procedures to authenticate the communication or whether Security Procedures may have detected the error.

**f. When Deemed Received.** Electronic Communications from us to you will be deemed received by you upon the earlier of your actual receipt of the Electronic Communication or the next Business Day following the day on which the communication was first sent to you, or as otherwise may be set forth in the communication. Any communication you send to us will not be effective until we actually receive it and have had a reasonable opportunity to act upon it.

**g. Notification Required by SVB.** If there are multiple Contracting Officers or Authorized Signers associated with any account, product or service we provide to you, we may send notices, periodic statements and other communications to any one or more of them, and the notice, periodic statement or other communications will be deemed delivered to you. You assume the risk of loss of any such communication sent in the mail or by electronic transmission.

**h. Cayman Islands Electronic Transactions.** For Cayman Islands purposes, any references in this Deposit Agreement or in any Related Agreement to "written" or "in writing" shall be deemed to include all modes of representing or reproducing words in visible form, including in the form of an "Electronic Record" as such term is defined in the Electronic Transactions Law (2003 Revision) of the Cayman Islands (the "Cayman Islands Electronic Transactions Law"). Any requirements in this Agreement as to delivery of any document include delivery in the form of an Electronic Record. Any requirements as to execution or signature can be satisfied in the form of an "Electronic Signature" as such term is defined in the Cayman Islands Electronic Transactions Law; provided, however, that Sections 8 and 19(3) of such law shall not apply.

## Other Terms and Conditions

**a. Adjustments.** We may make adjustments to your account whenever a correction or change is required (e.g., adjustments might occur if deposits are recorded or keyed in the wrong amount or items you deposit are returned unpaid). We may elect, at our discretion, not to make an adjustment to your account to correct an error which you or a third party (e.g., another financial institution) causes if the adjustment is less than \$5.00 (five U.S. dollars) or our cost to make the adjustment is greater than the amount in question.

**b. Compliance with Laws, Rules and Regulations.** You agree to comply with all applicable laws, rules and regulations. You may not use your account, product or service or any Card or related services for any illegal transactions or activities, (e.g., those prohibited by the Unlawful Internet Gambling Enforcement Act). The provisions of Section 10b ("Card Issuance and Use") of this Deposit Agreement apply to Card and other banking services in this regard. This obligation includes your agreement to comply with applicable laws and regulations resulting from economic sanctions laws and regulations of the U.S., including regulations issued by OFAC, and Executive Orders issued by the President of the United States and state and federal anti-money laundering and Bank Secrecy Act requirements. If we are uncertain regarding the legality of any transaction, we may take certain actions, including but not limited to, refusing the transaction or freezing the amount in question while we investigate the matter. We may refuse any transaction when we believe that doing so is necessary to avoid a loss or mitigate a risk to us.

**For foreign transactions:** You agree to indemnify, defend and hold us harmless from any and all proceedings, losses, damages, liabilities, claims, demands, costs or expenses (including attorneys' fees and costs) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by or arising out of your action or inaction. This obligation will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire into or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

**c. Conflicting Demands/Disputes.** If there is a conflict among your officers, Contracting Officers, Authorized Signers or other persons purporting to have rights to represent you or to sign on an account, we reserve the right (but are not obligated to) require all such

persons to sign a check or approve an instruction or otherwise agree upon and provide consistent instructions. In addition, if there is any uncertainty regarding the ownership or control of an account or its funds, there are conflicting demands over its ownership or control, there is a conflict among signers, we are unable to determine any person's authority to give us instructions, we are requested by a federal, state or local agency to freeze the account or reject a transaction or we believe a transaction may be fraudulent, violate any law or pose an unacceptable risk to us, we are authorized, at our sole discretion, to freeze your funds and to do some or all of the following at our sole discretion: (i) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of a person's right and authority over the account and its funds; (ii) refuse deposits or withdrawals or other instructions and transactions and to return checks with the notation "Refer to Maker" (or similar language); (iii) require the signatures of all Contracting Officers, Authorized Signers or other signers on the account for the withdrawal of funds, the closing of an account or any change in the account regardless of the number of persons on the account; (iv) freeze your funds and request instructions from a court of competent jurisdiction at your expense regarding the account or transaction; (v) bring an action in interpleader for a court to determine ownership of disputed funds without liability to you for damages, even if the interpleader action is refused as unavailable, and charge the account for our interpleader costs and fees (including attorneys' fees); and/or (vi) continue to honor checks, Orders and other instructions given to us by persons who appear to be authorized to transact on the accounts on your behalf according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction. You assume all liability for, and you agree to indemnify, defend and hold us harmless from any and all proceedings, losses, damages, liabilities, claims, demands, costs or expenses (including attorneys' fees and costs) incurred by us as a result of any instructions or transactions authorized by any person shown in our records as being authorized to transact on the account.

**d. Contacting You.** You understand that we or our agents, including third-party service providers, may contact you at any email address or telephone number you provide to us, including any mobile phone provided to us. You authorize us, and represent and warrant to us that each Cardholder and each individual whose contact information you provide to us has authorized us, to send and has agreed to receive fraud alert and other emails, calls and other forms of communications, such as text messages or prerecorded or autodialed calls and messages. You understand that your internet, mobile phone or other service provider may charge you for these calls and messages and you agree that these costs are your responsibility.

**e. Gathering Information.** You authorize us to obtain information from time to time regarding your credit history from credit reporting agencies and other third parties. We may also report the status, history and/or closure of your account to such third-party services. You agree to provide us with a current financial statement upon request. You authorize us to gather credit information on any owner, Contracting Officer or Authorized Signer on your account, including any principal or officer of your business. You will ensure that such persons have authorized this action by us. The owners or Contracting Officers on the account are responsible for notifying all other signers on an account of our right to obtain their credit history information.

**f. Deposit Insurance.** Your eligible deposit accounts with us are insured to the regulatory limits established by the Federal Deposit Insurance Corporation (FDIC). For further information regarding insurance of accounts, you may write to the FDIC at 550 17th Street, N.W., Washington, D.C. 20429, telephone the FDIC's toll-free consumer hotline at 1.877.275.3342 or visit its website at [www.fdic.gov](http://www.fdic.gov). Cayman Islands branch accounts and investment accounts are not FDIC insured.

**g. Dormant Accounts.** A dormant account is an account that has had no qualifying activity (e.g., a deposit or withdrawal initiated by you) for a period of 365 consecutive days. We may refuse to post any transactions to or from accounts we classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization. All dormant interest-bearing accounts continue to earn interest. Account maintenance fees continue to apply to your dormant account. Fees are not reimbursed for dormant accounts that are later reclassified as active. We may hold all account statements for your dormant account, but you are deemed aware of and subject to any information contained on such statements.

We may transfer (escheat) the funds in your account, in addition to any other property we may hold, to the appropriate state if no activity occurs in the account or you fail to communicate with us regarding your account within the time period specified by the applicable state law; Bank fees or charges are not considered activity. Accounts with a non-U.S. address on file will be surrendered to the State of California. We may impose a fee for sending a dormant account notice to you prior to transferring the funds to a state. As allowed by state law, you may file a claim with the state to recover any funds transferred to them.

**h. Force Majeure.** We are not liable for any loss, cost, expense, error, failure to perform or delay caused by or arising from (i) 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 (ii) an accident, fire, flood, war, riot, electrical, mechanical or communication failure, acts of third parties, acts of God or any cause or event beyond our reasonable control.

**i. Information Processing and Reporting.** We are not responsible for determining the accuracy, timeliness or completeness of any information that you, your agents or others provide to us. We will not have a duty to interpret the content of any data, documents or other information that you have transmitted to us, except to the limited extent set forth in this Deposit Agreement. Unless otherwise expressly agreed in writing, we will not be required (by means of any Security Procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or your agents. Our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of

your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a service for any reason, we will inform you of the problem and will take commercially reasonable steps to resume the service.

**j. Legal Process.** We may comply with any legal process relating to your account, including a levy, attachment, execution, garnishment, withholding order, restraining order, subpoena, warrant, government agency request for information, forfeiture or seizure, or other legal process which we believe (correctly or otherwise) to be valid. If we are required under the legal process to turn over funds, records or other property or information, we may deliver such property or information immediately or hold it for a longer period as permitted by law. We may also freeze the funds or the account to allow us to determine the appropriate course of action. Unless required by law, we may, but are not required to, notify you of such legal process by telephone, electronically or in writing. If we are not fully reimbursed for our research, photocopying, handling and other costs (including attorneys' fees) associated with responding to the legal process by the party that served it, you agree that we may deduct such costs from any of your accounts, in addition to our legal process fee. Any legal process against an account of yours is subject to our right of offset and any security interest we have in the account. We will not provide notice to you if we believe the law prohibits us from doing so.

We may charge your account a fee for each legal process served on us relating to your account. If we are not fully reimbursed for our research, photocopying, handling and other costs (including attorneys' fees) associated with responding to the legal process by the party that served it, you agree that we may deduct such costs from any of your accounts, in addition to our legal process fee. Any legal process against an account of yours is subject to our right of offset and any security interest we have in the account.

We are not obligated to pay interest on any funds we deliver or set aside in response to legal process. You agree that we may honor legal process that is served personally, by mail, by electronic notification (such as email or facsimile transmission or other means) at any of our branches or business offices (including locations other than where the funds, records or other property or information sought are held), even if the law requires personal delivery at the branch or office where your account or records are maintained. You acknowledge that accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. – Client Trust Account") may be subject to a legal process. Our compliance with a legal process may result in the return of checks or other items drawn on your account unpaid.

We have established a legal process cut-off time, which affects our obligations to pay or return checks and other items. If we receive a legal process before our legal process cut-off time, we may review checks and other items presented for payment against your account on the previous Business Day to determine whether we are required to return any of them unpaid to comply with the terms of the legal process. If we receive legal process after the cut-off time, we may or may not review checks and other items presented the previous Business Day.

**k. Linked Accounts.** We may let you, at our discretion, link other accounts you have with us or our affiliates to your checking account to help you reduce some fees and get relationship interest rates, if applicable. Contact Client Services (see Appendix A) to determine what accounts may be eligible to be linked, any additional requirements and what the benefits are from linking accounts, if any.

**l. Order of Payments.** This paragraph describes, generally, how we post transactions to accounts. Please note that this process may change from time to time, without prior notice to you. Our order of posting depends on a number of factors, including when a transaction occurs, whether it has already been approved by us or has become final, the order in which it presented, the amount, system availability, potential risk of loss to the Bank and the type of transaction in question, among other variables. Typically we post all credit transactions such as deposits, ACH credits and incoming wire transfers before we post debits. There may be exceptions to this practice. When processing debits we generally post all transactions in a particular transaction group sorted in chronological order from low to high dollar amount (e.g., we post all ACH debits from low to high dollar amount before we post all checks, which would also be sorted from low to high dollar amount). We reserve the right to post transactions that are payable to us first, and we may post any transaction earlier or later in the process than indicated. As such, if you want to avoid an overdraft, overdraft fees or the possibility of a rejected transaction, you should ensure that your account has sufficient funds to cover each of your transactions and any applicable fees.

**m. Overdrafts.** If you do not have sufficient available funds on deposit in your account to cover the amount of a check or other transaction (e.g., in-person withdrawal, automatic payment, a wire transfer or other electronic transaction) at the time the transaction is presented for payment, we may return the check or reject the transaction without payment. If we opt to return the check without payment, a return item fee or other fees may apply. We may elect, however, in our sole discretion to create an overdraft by paying the check or permitting the transaction. We have no liability to you for rejecting some checks or other charges and paying others or otherwise processing a transaction when your account is overdrawn, even if the check or other charge that we choose to pay is payable to us or your account is overdrawn due to Bank fees or charges.

We may charge a fee for each check or other charge that overdraws your account, whether we pay the check or other charge or return it unpaid. These transactions may include processed or rejected ATM or debit card withdrawals and transfers, electronic fund transfers, debits due to point-of-sale purchases, telephone transfers, automatic transfers, pre-authorized debits or debits from wire transfer instructions or any other types of withdrawal, transfer or payment transaction presented to us when your account has insufficient available funds. Note: If you make a deposit on the same day that an item, service charge or transaction creates an overdraft (a "temporary or "intra-day overdraft"), we may charge the fee for the overdraft since the covering deposit may not be posted until the end of the Business Day. In some cases (e.g., deposits received after our processing cut-off time), the deposit may not be deemed received until the next Business Day.

The provision of account withdrawal or transfer services is not an extension of credit or a commitment to extend credit to you. If the available balance in the account is less than the sum of all requested disbursements on any Business Day, we reserve the right not to overdraw the applicable account. While we may make efforts to apply available funds to individual checks or other charges, we do not warrant the order in which we may do so. Neither do we warrant that we will apply all available funds in such a situation. If you have authorized an ACH file containing individual payment orders and the applicable account has insufficient funds, we reserve the right to reject the entire file.

If we permit an overdraft or otherwise allow your account balance to drop below zero, you agree to pay the amount of the overdraft promptly, without notice or demand from us. You agree that we may use funds in another account of yours or subsequent deposits and other credits to the account, to cover any overdraft existing in your account, to the fullest extent permitted by law.

Each account owner is responsible for paying any overdrafts created by any Contracting Officer, Authorized Signer or other signer or party to the account, whether or not the owner participates in the transaction or benefits from its proceeds.

Our payment of any check or allowance of any transaction that creates overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you. We discourage the practice of you overdrawing accounts.

**n. Notices to Us.** You must mail or deliver all notices to us in writing at Silicon Valley Bank, 3003 Tasman Drive, Santa Clara, CA 95054, or at such other address as we designate in a Related Agreement for matters pertaining to that agreement. Notices sent elsewhere may be delayed or not reach the correct office, and we will have no obligation with respect to their contents. You may also communicate to us electronically by contacting Client Services (see Appendix A). We are authorized at our sole discretion to require an Electronic Communication from you to be confirmed or provided in writing before we act upon it and will inform you if we exercise this right.

**o. Research We Do at Your Request.** There may be times when you want us to do special research or photocopying for you (e.g., if you need copies of your paid checks for tax reasons and we must photocopy them from our records). We may charge you for this work. If you ask us, we will estimate these costs for you before we start the work. Not all records may be available to us. Typically we do not have access to records that are older than seven years.

**p. Set Off and Security Interest.** We may charge or set off funds in your account for any direct, indirect and/or acquired obligations that you owe us, regardless of the source of the funds in the account, to the fullest extent permitted by law. We are not required to provide notice before applying your funds to any debt you owe to us. Such set off may result in your payment of an early withdrawal penalty and/or checks drawn on your account being returned unpaid. Returned checks are subject to an insufficient funds fee being incurred by you. You grant us a security interest in your accounts, including all current and future deposits and renewals and the proceeds thereof, for amounts owing to us now or later under the Agreement or any Related Agreement.

**q. Severability.** If any provisions, terms or aspects of the Agreement are determined to be void, unenforceable or invalid for any reason by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

**r. Statements and Notices.** We provide you with statements and/or notices via mail, electronically or otherwise, on a periodic basis. You agree to promptly and carefully review them to determine if any errors or problems exist. You agree to notify us immediately of any error, discrepancy or unauthorized transaction you discover on any statement or notice. If you fail to do so, you may become responsible for the losses resulting from such failure (see Section 6t ["Reporting Unauthorized Transactions and Errors"] of this Deposit Agreement). Statements are typically made available via our Online Banking Services. If we mail your statements and notices, they are sent to the address of record you provided for your account. Communications from us to you sent by mail to your address as shown on our records are deemed received three days following being placed in the U.S. Mail, postage prepaid or upon receipt by you if earlier. Notify us promptly if you change your address or do not receive your statement by the date you normally would expect to receive it. Duplicate copies can be made available on request if we possess a copy. There may be a charge for duplicate paper statements. If you fail to provide us with a current address, the statement or notice will be deemed delivered to you when they are mailed or otherwise made available to you (e.g., via our Online Banking Services), and you will be responsible for the information contained in the statement or notice. We are not required to continue to mail statements or notices if we receive notification that you are no longer receiving mail at the location designated in our records. If the U.S. Post Office (or its agent) notifies us that your address has changed, we may change your address on our records to the address specified by the Post Office and send notices, statements and other communications regarding your account to that new address. We may agree to hold mail for you but are not obligated to do so. If we agree, then any statement or other notice is deemed to have been delivered to you, and you are deemed to be fully aware of all contents and information in the communication, at the time we first make it available for pick up by you. We are authorized to mail or deliver account statements and other notices to you even if you have previously instructed us to hold mail or otherwise not to send them to you.

**s. Sub-accounts.** We may structure your account to consist of two legally separate sub-accounts: a checking sub-account and a money market/savings sub-account. We may transfer funds between these sub-accounts based on thresholds we may set and adjust from time to time. This procedure has no impact on the way you use your account and will not be visible to you, nor will it affect the interest you earn, minimum balance requirements, the fees you pay or your FDIC insurance coverage. You agree that we may treat the sub-accounts as one and the same account if we receive a levy, subpoena or other legal process regarding either sub-account. You will

have no direct access to the money market/savings sub-account, and we may (but do not currently) require seven days' prior notice of withdrawals from the checking or money market/savings sub-account. We may make up to six transfers from the money market/savings sub-account to the checking sub-account per month, with the entire balance transferred on the sixth such transfer. We repeat this process each month. For accounts subject to account analysis, the calculation of the investable balance on which Earnings Credit is earned is based on the combined balance of the two sub-accounts, assuming in addition that Federal Reserve requirements applicable to the checking sub-account apply to both sub-accounts.

**t. Survival.** Termination of the Agreement by either party shall not affect any of your obligations on your account, any of your Card transactions or other action or inaction by you occurring prior to termination, including but not limited to any indemnification obligation that relates to action or inaction taken prior to termination. Without limiting the foregoing, provisions of the Agreement shall survive where necessary to give effect to the intention of the provision, including but not limited to Sections 1(k), 1(l), 2(h), 7, 10(h), 12(q), 14(d), 14(e), 14(g), 14(j), 14(r) and 14(v).

**u. Taxes.** You shall pay (or reimburse SVB for amounts paid or required to be collected or paid by SVB) all taxes and similar charges, however designated, which are imposed by any governmental agency or other taxing authority by reason of SVB's fulfillment of its obligations hereunder or any action or inaction by you. Any tax liability resulting from participation in any Service shall be your sole responsibility. For example, you must account for rebates for tax purposes as required by law. In this regard, you acknowledge that merchants may and do report information regarding your participation in Card incentive programs to tax authorities. Notwithstanding the foregoing, you shall not be obligated to SVB for income taxes payable by SVB on amounts earned by SVB or property taxes payable by SVB on property owned by SVB.

**v. Telephone and Electronic Communication Monitoring/Recording.** From time to time we may, but are not obligated to, monitor or record telephone conversations and Electronic Communications relating to deposits, withdrawals, Orders and other wire transfers, foreign exchange or other banking transactions for quality, training, documentation and control purposes without prior notice to you. You agree that we may monitor and/or record any telephone or other communication with you. We do not record conversations without consent where consent is required by law. Instructions received from you during calls or from Electronic Communications may be treated as a writing signed by you and may be used by us as evidence that will control in the event of any difference with your records. We reserve the right to authenticate the identity and authority of any person purporting to act on your behalf before taking action with respect to your account(s).

**w. Transfers/Assignments.** Unless otherwise agreed by us in writing, all accounts are nontransferable and nonnegotiable. You may not grant, transfer or assign any of your rights in or to an account or any rights or obligations under the Agreement without our prior written consent. SVB may assign our rights and delegate our duties under the Agreement to a company affiliated with us or to a third party. We are not required to accept or recognize any attempted grant, transfer or assignment of your account or any interest in it, including a notice of a security interest.

**x. Use of Third Parties to Provide Services on Your Account.** Some of our services are dependent on third-party service providers. You authorize us to, and we may, use third parties to provide banking products or services to you, and your use of such a provider's services is subject to the provider's terms and conditions. Our responsibility is to use reasonable care in selecting a third party, and we may change service providers without notice to you. We are not, however, responsible for any act or omission by the third party, except as specifically set forth in this Deposit Agreement or where imposed by law. To the extent allowed by law, our liability to you for any harm or loss suffered by you in connection with or arising from any banking account, product or service you receive will be limited to your actual losses (or, if a Related Agreement establishes a lower amount, such lower amount), and we will not be liable for consequential, indirect, incidental, punitive or special damages under any circumstances, including loss of profits and/or opportunity and reputational harm, or for attorneys' fees incurred by you, even if we were aware of the possibility of such damages.

**y. Waivers.** We may delay or waive enforcing our rights under this Deposit Agreement without losing them. Any waiver by us is not a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest and notice of our rights of every kind to the fullest extent permitted by law. We may waive any terms or conditions with one or more other clients without affecting the terms and conditions of this Deposit Agreement as they apply between you and us.

**z. Referrals.** To the extent we provide you any information regarding third parties who offer products or services, we provide this information only as a courtesy. We do not make any warranties or representations regarding the third parties or their products or services. If you choose to do business with any such third party, that decision is yours alone, and we are not responsible for the third party's performance or obligated to help resolve any dispute between you and the third party.





**APPENDIX A – Silicon Valley Bank Contact Information**

Branch Locations

<https://www.svb.com/locations>

Client Services (including Online Banking Help Desk):

1.800.774.7390 or 1.408.654.4636 or [clientservice@svb.com](mailto:clientservice@svb.com)

Commercial Card Services Lost or Stolen Cards:

1.866.563.1335

Commercial Card Services Help Desk:

1.866.553.3481

Audit Confirmation Requests:

[www.confirmation.com](http://www.confirmation.com)

Transaction Cut-off Times:

<http://www.svb.com/transaction-cutoff-times>