



IMPORTANT DISCLOSURES – PRICING TABLE

Payment Information:	
All charges made on this Charge Card are due and payable in full on or before the payment due date.	
Fees:	
Annual Membership Fee	\$0
Transaction Fees:	
Cash Advance Fees	3% of amount of each Cash Advance, but not less than \$3 or more than \$50
Foreign Currency Transactions	2% of the transaction amount
Penalty Fees:	
Late Payment	\$32 or 2.5% of the charges that have been billed on the periodic statement and remain unpaid for one (1) or more billing cycles, whichever is greater.
Return Payment	\$29

EFFECTIVE 05/01/2019

1. INTRODUCTION. These Terms and Conditions (“Terms and Conditions”) set forth the terms of your SVB Innovators Card (Account) with Silicon Valley Bank (“Bank”). These Terms and Conditions may be supplemented by any separate agreement entered into between Company and Bank regarding the Account or Cards.

1.1 PARTIES. In these Terms and Conditions, the word “Company” refers to the business organization or sole proprietorship that has applied for the Account. The word “Cardholder” means a person or Entity for whom Company has requested and to whom we have issued a Card. The words “you” and “your” mean Company, all Cardholders, all authorized signers, anyone to whom any of you give a Card (even if they exceed or violate your instructions), and anyone else authorized to use the Account. The words “Bank,” “SVB,” “we,” “our” and “us” refer to Bank.

1.2 DEFINITIONS. In these Terms and Conditions, the word “Card” means one or more charge cards, or other devices by which credit may be accessed other than a check, issued on the Account. “Card” includes any tangible card with a number embossed on it; a card number; or a card number issued without a tangible card (sometimes called a “virtual card” or “ghost card”). A personal identification number (PIN) without use of a card number is not a Card. The term “Outstanding Balance” includes the outstanding balance of purchases, cash advances, interest (if applicable), fees and other charges associated with the Account. “Charges” refers to all amounts charged to the Account, including, without limitation, purchases, cash advances, any transaction in which you have evidenced an intention to make a purchase or obtain a cash advance, interest charges (if applicable), miscellaneous charges and fees, and any other monetary obligations associated with the Account. The term “Pricing Table” means the disclosure



of Interest Rates and Interest Charges and Fees associated to your SVB Innovators Card Program and any associated card accounts issued there with.

2. AGREEMENT. These Terms and Conditions becomes effective when Company has agreed to the terms and conditions or upon first use of any card whichever comes first.

3. COMPANY CREDIT LIMITS; CARDHOLDER SPEND LIMIT

3.1 COMPANY CREDIT LIMIT. Bank will establish a credit limit (“Credit Limit”) for the Account at a Company-wide level for purchases of goods and services (“Purchase Credit Limit”) and, at Bank’s option, a lower limit on cash advances (“Cash Advance Limit” and, collectively with the Purchase Credit Limit, the “Company Limit”). A Cash Advance Limit is a portion of the Purchase Credit Limit and is only available to the extent there is an amount available under the Purchase Credit Limit. Bank may increase or decrease the Purchase Credit Limit, Cash Advance Credit Limit or Company Limit at any time with prompt notice to Company as may be required bylaw.

3.2 SPEND LIMITS PER CARD. (Company Bill Only) Bank may also establish individual spending limits for purchases and cash advances on a per Card basis, referred to as “Spend Limits.” A cash advance Spend Limit is a portion of the Card’s overall Spend Limit and is only available to the extent of any credit available under the Card’s overall Spend Limit. Bank may, at any time and at our sole option, with or without notice to Company, increase or decrease the Spend Limit on any Card. Spend Limits operate differently than Credit Limits. Once the Spend Limit for the billing cycle on a Card has been reached, the Card becomes unusable for the remainder of that cycle, even if the Company makes a payment on the Account or Card during that cycle. The Spend Limit on the Card will not be refreshed until the first day of the next billing cycle. It is Company’s responsibility to monitor the status of Spend Limits.

3.3 GENERAL PROVISIONS. You may not use, or allow anyone else to use, the Card or Account in any way that would cause the applicable Company Limit to be exceeded, even if you have available Card Limit or Spend Limit on your Card.

Without limiting the foregoing, we may reduce the amount of credit available under the Company Limit, Card Limit, or Spend Limit by the amount of any request for authorization from a merchant or financial institution even if the amount has not yet posted to the Account.

Bank is not obligated to approve any transaction or extend credit if doing so would exceed an applicable Card Limit, Spend Limit or Company Limit, but if Bank does, Company agrees to repay all such excess Charges, plus other applicable Charges in accordance with the terms of these Terms and Conditions. Fees for exceeding Credit Limits are addressed in Section 11 below.

4. THE CARDS.

4.1 SIGNATURE PANEL. The back of every physical Card contains a signature panel which must be signed before the Card may be used.

4.2 BANK’S PROPERTY. The Card is the property of the Bank and must be returned to the Bank on request. The Bank may revoke any Card or all of the Cards at any time, without cause and without notice. If a merchant or a financial institution where the Card is attempted to be used asks for the surrender of the Card, you must surrender it immediately.

4.3 EXPIRATION. In addition to other limitations under the Agreement, the Card will not be valid after the expiration date printed on the front of the Card, and it must not be used after that date.

4.4 RENEWAL AND REPLACEMENT CARDS. Bank may issue renewal or replacement Cards in our sole discretion.

4.5 ADDITIONAL CARDS. Company may request additional Cards, which Bank may issue in our sole discretion. Company is responsible for all Charges to the Account made by additional Cardholders.



4.6 TRANSACTIONS OUTSIDE USE OF A PLASTIC CARD.

4.6.1 “Ghost” Cards. Subject to availability, Bank may at Company’s request, and at our option, issue a Card that has a Card number but no associated tangible Card, sometimes called a “ghost” card. Ghost Cards are subject to all provisions of these Terms and Conditions. Any use of a ghost Card by a person to whom you gave the Card is not unauthorized use under Section 15 of these Terms and Conditions.

4.6.2 Virtual Cards. Subject to availability and any rules we or MasterCard may issue, Bank may at Company’s request, and at our option, issue a card number without a tangible card, sometimes called a “virtual card.” Virtual cards may be limited to one-time use, have specific dollar limits, be limited to use at merchants of a certain type or usable only on or within certain dates, or otherwise subject to limited uses. Company agrees to observe any special procedures for the issuance, use or security of virtual cards.

We make no representations or warranties that virtual cards can only be used within the limitations you request. Virtual cards are provided “as is” without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. We are not liable for any errors associated with the use of virtual cards, including invalid, inaccurate or unauthorized payments due to circumstances beyond our reasonable control.

4.6.3 Bearer Cards. Upon Company’s written request, Issuer may issue from time to time one or more Cards that are not embossed with a person’s name (“Bearer Card”). The Bearer cards shall be for use by Company’s employees, partners, owners, members, officers designated by an authorized officer or representative of Company from time to time (Collectively, “Designated Users”). Company understands and agrees that it has full and absolute liability for, and agrees to pay Bank, all amounts owed as a result of the use or existence of Bearer Cards, including , without limitation (a) all amounts charged to the Company’s account for any and all transactions by Designated Users or any other person or entity using a Bearer Card or associated Bearer Card number, whether or not such transactions are fraudulent transactions and whether or not such transactions were facilitated by a Designated User in authorized or unauthorized possession of a Bearer Card, and (b) all finance charges and fees accrued pursuant to the terms of these Terms and Conditions. Company understands and agrees that this full liability and responsibility associated with the Bearer Cards is absolute.

4.6.4 Mobile Wallets. If Cardholders are provided the ability to provision Cards to a mobile wallet (such as Apple Pay), Company should consider that there is risk of loss that may result from wireless transmission or loss of the mobile device. Bank is not responsible or liable for any function, malfunction, delays or other problems, or any resulting loss, damage or liability, from enrollment in or use of a mobile wallet.

4.6.5 Other Functionalities. From time to time, we may issue additional functionalities which involve transactions outside use of a plastic card, such as contactless payment, EMV Chip and PIN payment capabilities, or other functionalities. The terms of these Terms and Conditions will apply to your use of any functionalities that we may issue.

5. AVAILABLE TRANSACTIONS (BUSINESS PURPOSE). Subject to the other terms and conditions of these Terms and Conditions, the Cards and Account may be used only for business (non-consumer) purposes for the types of transactions shown below. Company agrees not to use the Cards or Account for any transactions that are primarily for personal, family or household purposes, although Company agrees to pay for any such Charges:

5.1 PURCHASES. To purchase goods and services wherever MasterCard is honored.

5.2 CASH ADVANCES. To obtain cash advances at the Bank, other participating financial institutions or at automated teller machines in participating networks, subject to any limits on cash advances which we, the other institution or the network may set.

5.3 FRAUDULENT OR QUESTIONABLE TRANSACTIONS. Bank reserves the right to decline to authorize any requested transaction which we reasonably believe is or may be unauthorized or fraudulent in any respect.

6. COMPANY LIABILITY / PROMISE TO PAY. Company promises to pay all charges resulting from use of the Cards, plus all fees and other amounts due on the Account as detailed the Pricing Table. Company agrees and acknowledges that individual Cardholders have no obligation to make payment for charges incurred on a Card and that the sole responsibility for same lies with Company.

7. STATEMENTS.

7.1 STATEMENTS SENT TO COMPANY. From time to time, Bank will prepare a periodic statement ("Statement") showing the total amount of Charges, including purchases, cash advances, interest, fees and other amounts posted to the Account during the billing period and the Outstanding Balance of the Account (which may be called the "New Balance"). The Statement will itemize purchases and cash advances. Bank may provide the Statement to Company (a) by mail at the last address shown for Company in our records or (b) by making the Statement available through Bank's Online Banking service. It is Company's responsibility to review the Statements carefully to ensure that Company recognizes all Charges billed and that the amount is appropriate for Company to pay. Any discrepancies should be brought to the Bank's attention immediately.

7.2 ACTIVITY SUMMARY SENT TO CARDHOLDER. From time to time, Bank will prepare a memo statement, which is an activity summary report ("Summary") showing the total amount of Charges, interest, fees and other amounts posted to the Card to which the Summary relates during the billing period and the Outstanding Balance of the Card (which may be called the "New Balance"). The Summary will itemize purchases and cash advances. We will mail the Summary (or make it available through electronic means) to the Cardholder to which the Card relates at the last address shown for the Cardholder in our records. It is Cardholder's responsibility to review the Summaries carefully. Any discrepancies should be brought to the Bank's attention immediately. Although we may provide the Summary to the Cardholder, the Statement sent to the Company is the definitive Statement. As per Section 8 below, the amount due from Company as shown on the Statement is due from Company each month by the due date shown on the Statement.

7.3 ELECTRONIC COMMUNICATIONS. Company agrees to receive documentation, statements, reports, communications or other records related to this Agreement through electronic means, including electronic mail. However, Bank may require Company to provide certain communications and documentation in paper format.

8. PAYMENTS.

8.1 GENERAL. Company promises to pay Bank according to the terms of these Terms and Conditions the entire amount owing under these Terms and Conditions. Without limitation, Company promises to pay for all purchases, cash advances and other Charges as provided in these Terms and Conditions or incurred by use of the Card, or otherwise associated with your Account, and all fees and other amounts set forth in the current Pricing Table related to these Terms and Conditions due on the Account.

8.2 CHARGE CARDS. This is a charge Account with no right to "carry" a balance from month to month. A charge Card's Outstanding Balance as shown on the Statement mailed to the Company is due from Company each month by the due date shown on the Statement.

8.2.1 Cash advance fee. A cash advance fee is assessed each time a new cash advance is posted to your Account, whether the cash is withdrawn or is transferred from your Account to another account. Refer to the Pricing Table for the fee amount. The fee is fully earned when assessed.

8.2.2 Late payment fee. If we do not receive the amount due on the due date shown on the Statement, we may impose a late payment fee as set forth on the Pricing Table.

8.3 MAKING PAYMENTS. We must receive the payment due by the due date shown on your Statement, subject to any reasonable cut-off hour we may set. Company shall make all payments in U.S. Dollars.

8.4 DEFERRED REPLENISHMENT. In certain circumstances, the credit available under the Company Limit or Spend Limit may not be replenished for up to seven days (or longer, in some cases) after we receive payment. All credits for payments to the Account are subject to final collection by the Bank.



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8.5 PREPAYMENT. Company may prepay all or any portion of the Outstanding Balance at any time without penalty. Prepayments made during any monthly billing cycle will not affect your obligation to pay the Outstanding Balance on the next payment due date.

8.6 PAYMENT RULES. You may not make any payment directly or indirectly by an advance on the Account.

8.7 NO WAIVER OR IMPAIRMENT OF BANK'S RIGHTS. Bank may accept late payments, partial payments or any payment marked with any kind of restrictive endorsement (such as "paid in full" or "in settlement") without giving effect to the restrictive endorsement and without losing, waiving, or impairing any of Bank's rights under these Terms and Conditions or applicable law.

8.8 DISPUTED CHARGES. If you have any questions, problems, discrepancies, or disputes concerning Charges on the Card or Account, Company or Cardholder must contact the Bank within 60 days from the closing date of the Statement on which such Charges first appear. Bank will follow MasterCard rules and regulations with respect to disputed Charges and chargebacks. Bank shall attempt to effect chargebacks to merchants in accordance with MasterCard procedures. Company acknowledges and agrees that chargeback rights under MasterCard rules may be limited for transactions resulting from the use of any Card for which no Cardholder name is associated (e.g. Ghost Cards, Bearer Cards or Virtual Cards).

8.9 AUTOMATIC PAYMENTS.

8.9.1 Required Autopay. When required as a term of credit approval or renewal, Company agrees to make all payments on the cards by use of a designated deposit account ("Deposit Account"), and maintain an active automatic payment ("Autopay") enrollment. Bank will be authorized to withdraw from the Deposit Account at each payment due date, via electronic withdrawal ("debit"), an amount equal to the payment due at that time. Bank will not send a separate notice of payment following any debit. Company agrees to maintain a balance in the Deposit Account sufficient to cover the debit for each statement cycle. When required as a term of credit approval or renewal, enrollment in Autopay is required and cannot be cancelled, except at Bank's discretion. If Company cancels Autopay, Bank may terminate Company's Card Program.

8.9.2 Optional Autopay. If Autopay was not required under Section 8.9.1 above but Company has provided a written request for Autopay, we will automatically debit Company's designated deposit account for the payment due on or before the due date. If on that date there are insufficient funds to allow us to debit Company's designated deposit account for that amount, we may at our option initiate one or more subsequent debits to the account to obtain payment. If we do not receive the payment due on the due date and any applicable days of grace, we will charge the Account the applicable late fee as provided in Section 8.2.2 above.

9. DEFAULT.

9.1 DEFAULT EVENT. Company will be in default if any of the following occurs as to the Account, any Card or Cardholder, or any principal (owner, director, officer or other manager) of Company or any Cardholder which is an organization:

9.1.1 Bank does not receive any payment due at the proper address on or before the payment due date;

9.1.2 Company exceeds any applicable Credit Limit;

9.1.3 Company fails to honor any other obligation under these Terms and Conditions;

9.1.4 Cardholder dies or become legally incapacitated;

9.1.5 Company files for bankruptcy, or become insolvent or generally unable to pay Company debts, or make an assignment for the benefit of creditors;

9.1.6 Company furnishes false, incomplete or misleading information to the Bank at any time, including on the Card application, or any financial statement or other document or information submitted to the Bank;

9.1.7 Company is in default under any other obligation to the Bank;



9.1.8 Another creditor attempts through legal process to take any of Company's money or property;

9.1.9 The Bank reasonably believes that Company is unable or unwilling to honor all of the obligations under these Terms and Conditions or other obligations the Company owes to the Bank;

9.1.10 The Bank has evidence or reasonably believes that an unauthorized use of the Card or Account has been made or attempted; or there is any material change in the equity ownership or managerial control of Company.

9.2 EFFECT OF DEFAULT. If Company is in default, the Bank may declare without prior notice the Outstanding Balance of the Account immediately due and payable, may close or suspend the Account and/or any of the Cards, and recover the Cards.

10. LEGAL ACTION AND COSTS. Company agrees to pay all of the Bank's collection costs, whether or not a lawsuit is filed. In addition, if any legal action is necessary to enforce or interpret these Terms and Conditions or is brought in connection with the Account or Cards, the prevailing party to such action shall be entitled to recover all of its costs of action, whether or not awardable as court costs, and reasonable attorney's fees (including the allocable portion of inside counsel's compensation).

11. FEES AND CHARGES. Bank may assess all of the fees and charges to your Account as set forth in the Pricing Table, including the following:

11.1 ANNUAL MEMBERSHIP FEE. No annual membership fee will be assessed to the Company.

11.2 RETURNED PAYMENT FEE. If any check or other item submitted to us in payment on the Account is dishonored or returned unpaid, a fee will be assessed to your Account.

12. CROSS-BORDER AND FOREIGN CURRENCY TRANSACTIONS. The Card may be used to purchase goods and services internationally. For each transaction that you make in a country other than the United States (regardless of currency), we will charge a cross-border assessment fee as set forth in the Pricing Table. Charges in foreign currencies will be converted to U.S. dollars at the exchange rate determined by MasterCard (or its affiliates), using its then current currency conversion procedures and charges. The currency conversion rate used on the conversion date may differ from the rate in effect on the date a Card or Account is used. MasterCard Currency conversion and international transaction fees may also be charged.

13. DISCLOSURES OF INFORMATION. Company and each individual Cardholder consent to the release of personal data about yourself by the Bank to MasterCard, its members and their respective contractors for the purpose of servicing the Cards and Account, including for providing emergency cash and emergency Card replacement services, and otherwise as allowed by law. Bank may also release business or personal data about you to third parties as necessary or appropriate (i) in the ordinary course of servicing the Account and Cards, (ii) for purposes of marketing to you, (iii) as required by law or legal process, and (iv) otherwise as permitted by law.

14. RESTRICTIONS ON USE OF ACCOUNT.

14.1 NAMED USER. Only the Cardholder named on the Card is permitted to use it for Charges, identification, or any other reason.

14.2 NO ILLEGAL PURPOSE. The Card and Account may not be used in connection with any transaction that is unlawful. In addition, the Cards may not be used to participate in any gambling activity (whether lawful or unlawful). Notwithstanding the foregoing, you will remain fully obligated to pay any indebtedness incurred in contravention of the foregoing limitations. We may block any transaction that we believe may violate this provision.

14.3 RESTRICTIONS ON ISSUANCE OF CARDS TO RESIDENTS OF INDIA. Company agrees that, unless permitted by applicable MasterCard International Rules or applicable law, Cards may not be distributed, transferred,



or provided to residents of India who are physically located in India. Nothing in this Section 14.3, however, shall be construed as a restriction on the issuance, distribution, transfer, or use of the Card based on any person's national origin or any other prohibited basis.

We may block any transaction that we believe may violate this Section 14. Notwithstanding the foregoing, Company will remain fully obligated to pay any indebtedness incurred in contravention of the foregoing restrictions.

15. LIABILITY FOR UNAUTHORIZED USE. As permitted by law, if 10 or more Cards are outstanding on Company's Account, Company is liable for all charges on the Cards, including any charges that result from unauthorized use. Notwithstanding the foregoing, Company shall have no liability for transactions which result from unauthorized use of the Cards when the unauthorized use results from the Cards being "skimmed" or counterfeited, provided (a) Company promptly reports the unauthorized activity to SVB upon discovery or, if not earlier discovered, immediately upon review of the Statements that show the activity under Section 7 of the Agreement; and (b) no employee or agent of Company has facilitated the skimming or counterfeiting. In addition, at any time that 9 or fewer Cards are outstanding on Company's Account, Company's liability due to unauthorized use of any one Card will not exceed \$50.00. Company's liability for unauthorized use may be further limited by applicable MasterCard rules. In any event, Company agrees to tell us what it knows about any unauthorized use and to assist us in investigating same. "Unauthorized use" means any use of a Card (i) by a person who is not an authorized signer on the Account or on a Card, and was not expressly or impliedly authorized by such a person, and (ii) from which Company or any Cardholder derives no benefit. Without limiting the foregoing, any use of a Card by a person to whom an authorized user gave the Card or Card number is not unauthorized use, even if the user exceeds any instructions given by the authorized user. If your Card or Account number are lost or stolen, or if you think that someone used or may use them without your permission, you must notify the Bank immediately by calling 866- 563-1335 [international, call 781-756-8155].

15.1 Zero Liability. You are not liable for unauthorized use if all of the following conditions are met as set forth in the MasterCard "Zero Liability" Policy:

- You are a "small business" as defined by applicable MasterCard rules;
- We have completed our customer identification program procedures on the Cardholder;
- A PIN was not used as the method of verifying the Cardholder on the questioned transaction;
- You exercised reasonable care in safeguarding the Card from risk of loss or theft;
- You have not reported two or more incidents of unauthorized use to us in the immediately preceding 12 months; and
- Your Account is in good standing.

In addition, the MasterCard Zero Liability Policy may not apply to all transactions that are processed on a Card. Company should not assume that the MasterCard system is being used just because a PIN was not entered. For your convenience the Cards have been enabled for use in transactions that may not be processed via MasterCard (PIN and non-PIN based transactions may use systems that are not processed through the MasterCard payment system). The MasterCard Zero Liability Policy only applies to transactions that use the MasterCard payment system. If a payment system other than MasterCard is used (for example, Maestro), then the transaction will not be covered by the MasterCard Zero Liability Policy.

Examples of the types of actions that are required to initiate a transaction through the MasterCard payment system (with possible application of the MasterCard Zero Liability Policy) include signing a receipt, providing a Card number over the telephone or via the Internet, or swiping the Card through a point-of-sale terminal without a PIN. Examples of the types of actions that may be required to initiate a transaction that is not through the MasterCard payment system (and thus not covered by the MasterCard Zero Liability Policy) include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and



choosing to direct payment through that network, or verifying identity using known information derived from an existing relationship with the Cardholder instead of through the use of a PIN.

16. FINANCIAL AND CREDIT INFORMATION.

16.1 FINANCIAL STATEMENTS. If Bank asks, Company agree to furnish a current financial statement or to update the Card application from time to time.

17. CHANGE OF NAME OR ADDRESS. You agree to notify us within 10 days of any changes of address. Until we are notified that a Cardholder's billing address has changed, we will continue to send Statements and other notices to the last address we maintained for that Cardholder.

18. CLOSING THE ACCOUNT.

18.1 BY COMPANY. Company may close the Account at any time by notifying us in writing at the address shown on the Statement. Company remains liable to pay the amounts owed to us according to the terms of these Terms and Conditions.

18.2 BY THE BANK. Bank may close or suspend the Account at any time without cause and without prior notice, subject to applicable law, or reissue a different Card at any time. When the Account is closed (whether by Company or Bank), your right to use the Card and to make Charges to the Account is immediately revoked.

19. GOVERNING LAW/CONFLICTING TERMS. This agreement is made in, and all credit is extended from, the State of California. These Terms and Conditions shall be governed by U.S. federal law and, to the extent not preempted, the substantive laws of the State of California, without regard to California law on choice of law. Company consents to the personal jurisdiction of the state and federal courts and arbitrators located in the State of California, hereby waives any right to personal service of any process in connection with any action or arbitration, and hereby agrees that service may be made by registered or certified mail at the last address shown in our records for the Account. To the extent permitted by law, the parties hereby waive any right to a trial by jury.

20. SECURITY INTEREST. To secure Company's full and prompt performance of all of its obligations under these Terms and Conditions, Company hereby grants SVB a first-priority security interest under the California Uniform Commercial Code in all deposits Company maintains at SVB. The Account is not secured by any interest in real property whatsoever, even if another document you have with us purports to grant such a security interest.

21. CHANGING THIS AGREEMENT. Bank may amend these Terms and Conditions from time to time, including the addition of entirely new provisions, by sending such notice as may be required by law. Notice may be sent to Company at the last address shown in our records for the Account. Unless we state otherwise, balances existing on the effective date of any amendment, as well as future activity, will be subject to the terms of the amended Agreement to the extent permitted by law.

22. ELECTRONIC TERMINALS. If you have been or are later given a Personal Identification Number (PIN) to access the Account at electronic terminals, you agree not to disclose your PIN to others. If you do disclose your PIN to another, such other person's use of the Card is not unauthorized use even if the person exceeds your instructions. You also agree that we may terminate or suspend your use of electronic terminals (with respect to the Account) without cause or prior notice.

23. SALE OF ACCOUNT. We may sell, securitize, encumber or otherwise transfer the Account, Cards and any interest in them to any party without your knowledge or consent, from time to time.

24. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.



What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

25. OTHER FEATURES. We may, from time to time, offer you other features on your Cards. These may be effectuated by a notice of change in terms under Section 21 above or by a separate contract or amendment to these Terms and Conditions, at our option.

26. INFORMATION AND REPORTING SERVICES. In order to facilitate Company's information reporting or expense reconciliation, Company may request, and Bank may provide, reports and information ("Reports") regarding card usage. Reports may be obtain through various services offered directly by Bank or in conjunction with MasterCard, including "SmartData", "File Feeds" or other services offered from time to time (collectively, "Information Services"). Bank or MasterCard may utilize third parties ("Service Party") in providing Information Services.

26.1 FEES. The amount of any fees for Information Services is set forth in the Pricing Table associated to this Account.

26.2 USE OF CARDHOLDER INFORMATION. Company consents to the release of any information about its Account or its Cardholders, including but not limited to Cardholder name, Account Number, transaction amounts (debits and credits, interest accruals, and other data, to any Service party as MasterCard or Bank reasonably deem necessary or appropriate to provide the Reports or perform the Information Services. Company hereby releases Bank and MasterCard from liability associated with the release of information under and for purposes of the Information Services to MasterCard or any Service party if Company elects to participate in an Information Service.

26.3 COMPANY'S USE OF THIRD PARTIES. If Bank so agrees, Company may provide written instructions to Bank to furnish specific transaction data to third parties for purposes of providing the Information Services to Company. Bank may transmit such data, without representation or warranty, to such third parties identified in such instructions.

26.4 MASTERCARD SYSTEM. Company agrees that it will use the Information Services only in strict compliance with MasterCard system ("MasterCard System") user guides and other applicable guidance (collectively, "Documentation"). Company shall use such security protocols as Bank or MasterCard may establish from time to time and keep all authenticators (as defined in the Documentation) confidential and secure from unauthorized use. Company shall restrict access to the System and the Documentation to its authorized employee Cardholders. Company shall comply with all applicable laws and regulations relating to use of the System and data entered into or derived from the System, including laws and regulations applicable to the transmission of personal data from Company to MasterCard affiliated locations internationally. Company acknowledges that MasterCard owns and shall retain all right, title, and interest in and to the System, any related code and all related intellectual property rights. Company acknowledges that the System contains trade secrets and proprietary information which are the property of MasterCard. Company shall take all reasonable precautions commensurate with the highest reasonable standards for the protection of its own trade secrets and proprietary information to insure that MasterCard's trade secrets are maintained confidential and not disclosed.

26.5 ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION. Company expressly assumes all risk to itself and its agents and employees for use of the System. Company hereby indemnifies and holds harmless Bank, its affiliates, directors, officers, agents, employees, successors, assigns, and service providers, from and against any and all demands, losses, liability, damages, claims, causes of actions and expenses (including reasonable attorney's fees and costs) arising in connection with Company's performance under these Terms and Conditions, including without limitation any breach by Company, its employees or agents of any provision, representation or warranty herein. Bank shall have the right to participate in such defense at its own expense. Bank shall have the right to approve the settlement of any claim hereunder that imposes any liability or obligation on Bank.

26.6 VIRUSES, ETC. Company expressly assumes all risk with respect to, and unconditionally releases Bank from, any Claims that may result from viruses, spyware or other malicious code in connection with Company's use of the System or the Service. Company understands and agrees that Bank undertakes no responsibility to ensure that any media used to distribute the Information Services does not contain viruses or other computer instructions or



technological means intended to disrupt, damage or interfere with the use of computers or related systems. Company shall take all reasonable precautions to prevent the intrusion of viruses, spyware or other malicious code in connection with Company's use of the System or the Service.

26.7 This Section 26 is in addition to any separate agreement for the provision of any other Bank information services or products.

27. EASY SAVINGS. At our option, upon your acceptance of the Card, you may automatically be enrolled in the MasterCard Easy Savings program. For enhanced benefits, you must complete your enrollment by registering at www.easysavings.com. The terms and conditions of Easy Savings are set forth in a separate document.

28. REWARDS PROGRAM.

28.1 REWARDS PROGRAM PARTICIPATION. Company will be automatically enrolled in the SVB Rewards Program for Business Charge Cards (the "Program"). You can register for online access to your rewards account by visiting the rewards website: www.svbglobalrewards.com ("Website"). Your participation in the Program enables you to earn points that may be redeemed for various rewards. This Section 28, which outlines the Program terms and conditions ("Rules"), governs your participation and that of your individual Cardholders in the Program. We may change these Rules as they apply to the Program (including additions of entirely new material or concepts, modifications and deletions), including fees, at any time, with or without notice. By using, signing or accepting your Card, or by signing an application for a Card, you agree to these Rules and any changes, additions or deletions to them.

You also agree to any terms or conditions that may be posted or disclosed at the Website, pertaining to the Program or with specific rewards. For example, specific terms may apply to travel (including possible black-out dates, return policies, vacation or cruise restrictions, etc.), gift cards (including dollar limitations, usage restrictions, return policies, fees and charges associated with a card, etc.), or Internet rewards (including copyright or digital rights restrictions, any enrollment requirements, etc.). The terms and conditions for specific rewards are available at the Website and may be established by the provider of those rewards. Any merchants or providers shown or listed at the Website are not affiliated with SVB or MasterCard® (except where and as shown), nor are they sponsors or co-sponsors of the Program. Use of a name and/or logo is by permission, and the respective owner retains all property rights in them. Because the Card is Company Bill, Company may only redeem rewards through Company's designated Authorizing Officer or persons designated by the Authorizing Officer as Authorized Redeemers. Any redemption of rewards using specified security procedures is binding on the Company.

28.2 REWARDS ACCOUNT. All of Company's employees' accumulated charges from qualifying purchases will be rolled up to a single Company rewards account ("Rewards Account"), no matter how many cards are associated with the Account. Points are only redeemable by the Company's designated Authorizing Officer or persons designated by the Authorizing Officer as Authorized Redeemers.

28.3 GENERAL

28.3.1 The Program is offered at the sole discretion of MasterCard and Bank. They individually reserve the right to change these Rules at any time, for any reason and without notice. This includes the right to substitute rewards. Neither MasterCard nor Bank is liable for any loss, damage or harm you may suffer due to or arising from these changes. The Program is not offered where prohibited by law, and is void where an offer of the Program violates applicable law.

28.3.2 The Program may be terminated in whole or in part. While we will generally try to give advance notice of termination, we are not required to do so. A substitute loyalty program may be implemented at any time immediately upon notice, even if the rewards offered differ from or are inferior to those in the then-current Program. Following termination of the Program, you may not continue to accumulate points or claim rewards. If the Program is terminated, any or all unredeemed points may be forfeited at the option of Bank, without any liability or obligation to Bank or to MasterCard, and no rewards claims shall be honored after conclusion of any termination notice period.



28.3.3 If you commit fraud, abuse Program privileges or violate the Rules, MasterCard and/or Bank, in its sole discretion, reserves the right to terminate your participation in the Program and all points will be considered forfeited and void.

28.3.4 Bank issues and administers all Cards. MasterCard manages and administers the Program for Bank. MasterCard and SVB are not affiliates.

28.3.5 Neither points nor your participation in the Program are your property. On termination of the Program (or your participation in it) for any reason, you will lose all unredeemed points (that is, they will be forfeited). On your death, unredeemed points may not be transferred to your estate or otherwise. Points have no cash value and you will not be paid cash for any lost, forfeited or unused points. Rewards (including reward certificates), points and your participation in the Program (including any benefits associated with the foregoing) may not be sold, bartered or transferred (other than by MasterCard or Bank). Any attempted transfer, sale, or barter by you or on your behalf will be void, and MasterCard, and/or Bank may refuse to honor any rewards (including reward certificates), points or benefits which they or any one of them in their sole discretion concludes to have been sold, bartered or transferred. If you have a negative balance in your points, MasterCard and /or Bank may suspend delivery of a requested reward and newly accumulated points may be used to offset the negative balance until it has been returned to greater than or equal to zero.

28.3.6 Program benefits and rewards may be subject to income (state and/or federal) or other taxes. You are responsible for paying all taxes related to participation in the Program or as a result of points earned or redeemed or of any rewards or other program benefits you request or receive. You are responsible for accurately filing tax returns and for making applicable disclosures to third parties regarding any Program benefits or rewards. Please consult with your tax advisor regarding any state or federal tax implications.

28.3.7 You agree that Bank and MasterCard may act upon instructions reasonably believed to be from you (including, for example, where verified through authentication codes or credentials that have been previously associated with or used by you or which we reasonably believe to be associated with you). You agree to and are responsible for providing Bank with notice of any changes to the person(s) authorized by you to redeem points. You agree to review your statements promptly to detect unauthorized point redemptions or rewards, and to report any promptly by calling the SVB Rewards Service Center. Should you fail to report unauthorized points or rewards within 6 months of their appearing on a monthly statement that is made available to you, you will be precluded from asserting the lack of authorization against MasterCard or Bank. Any damage you suffer due to unauthorized points or rewards is limited as set forth in Section 28.3.10 below.

28.3.8 Bank is not responsible for managing or administering the Program or providing services under the Program; the responsibility lies with MasterCard. Bank will not be responsible for errors or omissions in any Program documents, including these Rules. Bank will not have any liability to you or any other Cardholder arising from, or related to, the Program, Program benefits, services provided by MasterCard, points (redeemed or unredeemed), certificates or rewards.

28.3.9 No representation or warranty is provided by MasterCard or Bank to the type, quality or fitness for a particular purpose of any goods or services provided as a reward under the Program. Neither MasterCard nor Bank is responsible for: (a) delay, misdelivery or mistaken fulfillment of any reward; (b) theft or unauthorized use of points by any person reasonably believed to be you; or (c) any acts or omissions of others beyond their control. Neither MasterCard nor Bank is responsible for any action or inaction by a merchant or other provider of any reward.

28.3.10 Limitation On Liability; Limited Remedy. You agree that neither MasterCard nor Bank will be liable for, and you release, discharge, and hold harmless MasterCard and Bank (or anyone who acted on behalf of them) from, any and all loss, damage, harm or other claims of any sort, type, kind, or nature that you may have against MasterCard or Bank, arising out of or in any way relating to your participation in the Program or due to the goods or services you may receive as a reward. The foregoing release includes (but is not limited to) claims for or due to personal injury, property damage, accident, sickness, delay, cancellation, postponement, inconvenience, penalty, refund, or other irregularities that may occur or that may be caused by any provider of reward goods or services or by any person not under the direct supervision and control of MasterCard or Bank. The sole remedy available to you in connection with



the Program (whether your action is based in law or in equity) is the crediting (or re-crediting) of points to an amount up to the number of points in dispute. No party is liable for consequential, special, or punitive damages (including any lost profits).

28.3.11 MasterCard and/or Bank reserve the right to interpret Program Rules and policies and will be the final authority on point credits and reward qualifications. MasterCard and Bank may share information about you and your use of the Program (including points and rewards) between themselves for purposes of implementing and operating the Program, and may share such information between themselves and others to the extent allowed or required by law.

28.3.12 Reasonable efforts are made to ensure that the information contained in Program communications is accurate on the Website and in other communications. Neither MasterCard nor Bank is responsible for errors or omissions, and they reserve the right to correct errors at any time, even if it affects a pending reward or redemption order.

28.4 EARNING POINTS; VIEWING POINTS AND PROGRAM INFORMATION

28.4.1 You will start to earn points in the Program once you commence making purchases. You will earn one point for every one U.S. dollar (\$1) in eligible net purchases, rounded to the nearest whole dollar, made on your Card(s). We may announce bonus award tiers from time to time on the Website.

28.4.2 "Net purchases" are defined as the dollar value of goods and services purchased with a Card, minus any credits, returns, or other adjustments as reflected on monthly billing statements. Transactions excluded from point calculation may include the following: (a) cash advances, convenience checks, and balance transfers; (b) any fees and Card-related charges posted to the Account, including ATM fees, late fees, annual fees, and finance charges or interest as provided under these Terms and Conditions; (c) tax payments; and (d) any unauthorized charges or transactions.

28.4.3 Negative points will post on a statement if returns or credits exceed net purchases. Additional points may not be purchased except as otherwise permitted in promotional or other offers.

28.4.4 Points will not be earned if the Account is closed or suspended. If the Account is closed by either you or Bank for any reason, all points that were accumulated but unused will be forfeited immediately. Bank may not allow points to be earned when a payment has not been received when due, or if you are otherwise in breach of these Terms and Conditions.

28.4.5 The number of points a Cardholder can earn in a calendar year is unlimited, although Bank reserves the right to change this or other terms in these Rules. Points will expire if not redeemed three (3) years after the last day of the month in which they were earned.

28.4.6 Points earned will be credited on a monthly basis. Points earned and other Program information will be displayed on an electronic statement ("Program Statement") made available to you at the Website. You agree that the Program Statement will be deemed received by you and will be treated as a "writing" for any purpose for which you are required or entitled to receive a written statement. The Program Statement may or may not coincide with your Card Statement period. You will be able to see your points balances and other Program information on the Program Statement. Normally, Program Statements are stored on the Website for 13 months.

28.4.7 If you provide Bank with e-mail information, Bank may use it for any purpose, including to provide reminders or promotional information. Your e-mail address and optional preferences (if any) given to you can be updated by visiting the Website.



28.5 REDEEMING POINTS

28.5.1 Points may be redeemed for a variety of rewards. Specific rewards, and any limitations or special terms and conditions associated with them, are shown on the Website and can be viewed by you after you have registered to view your Rewards Account online. You agree to any special terms or conditions associated with a reward.

28.5.2 When you are ready to redeem points, visit the Website to register and to select your reward(s) or you can call the SVB Rewards Service Center (877.884.3472) for redemption inquiries and orders. Hours of operation are 24 hours a day, 7 days per week. Quotes or information on rewards redemptions are valid at the time they are issued, but are subject to change. Special restrictions may apply to shipping food or perishable items, alcoholic beverages, tobacco products, antiques, collectibles, artwork, companion services, cosmetic surgery, any financial items (stocks, bonds, etc.), funerals, illegal items, intimate items, livestock, medicine/medical treatments, pets, pornography, weapons/firearms, frequent flyer miles, any item that has been produced in limited supply and items from Internet auction Web sites. MasterCard and Bank, in the sole discretion of either party, reserve the right to decline to fulfill any particular request. It may take up to 30 days after you are enrolled before you can redeem points, but you can begin to earn points from the date you are enrolled. Points may be redeemed only from accounts that are open and in good standing. Points redeemed and/or expired, if applicable, will be based on a first-in, first-out basis.

28.5.3 All rewards are sent to the billing address on the Card Account. You will usually receive your reward within 2-4 weeks. Once you have selected your item, we will give you an estimated time for shipment. This is an estimated time only and you should allow additional time for delivery. If we are not able to ship your order within 20 days (even if your estimated time for shipment was earlier), we may (but are not obligated to) notify you of the new estimated ship date and give you the option to cancel your order for a full refund of your points.

28.5.4 Shipments cannot be made to a post office box, an APO address, or outside the 50 United States. .

28.5.5 All rewards are subject to availability. Rewards may be discontinued or withdrawn without notice. Should a reward be discontinued, it will be replaced with an item of equal or greater value or you will be advised of unavailability so that you can make an alternate selection.

28.5.6 You agree to hold MasterCard and/or Bank harmless if a provider of reward goods or services files for bankruptcy, or otherwise goes out of business or fails to perform, after you have redeemed your points for a reward from that provider (including both before or after you receive or use the reward).

28.5.7 If an item arrives in defective or damaged condition, you may be able to return it for a replacement. Please contact 877.884.3472 for a return authorization. Item(s) must be returned within 30 days of receipt in the original packaging as a general rule, but specific rewards may have shorter periods. See the Website for special terms and conditions.

28.5.8 For returns of items that are not damaged, please contact 877.884.3472. You must pay return shipping charges. There is no current restocking fee charged by MasterCard or Bank, unless communicated to you on the Website or at the time of the return authorization. However, restocking or other return fees or charges may be imposed on you by third parties (for example, in connection with airline tickets). Item(s) must be returned within 30 days of receipt, unused and in the original packaging.

28.5.9 For the return of rewards consisting of more than one item, please note that all items must be returned together even if only one is damaged. Please do not include items from other orders or other shipments from the same order, in the same box, or you will not receive the correct refund. Items that contain flammable liquids or gases, apparel items, and food items, cannot be returned. Please note that some items may require that you pay extra shipping costs due to their size or special handling requirements.

28.5.10 Gift cards, codes or certificates cannot be returned for any reason. You are responsible for charges over and above the stated value of a gift card, code or certificate. If you do not receive your gift card, code or certificate within ten (10) days after shipment is scheduled or has been confirmed, you must contact the SVB Rewards Service Center. Rewards claims forms for reimbursement of lost/stolen gift card/certificate rewards must be received within



120 days of the date that the gift card, code or certificate rewards were ordered. Virtual rewards do not involve delivery by traditional mail, are only accessible on the Internet, may not be returned to us, and may be subject to further terms and conditions as described on the Internet.

28.5.11 The merchandise offered by the Program may be subject to standard manufacturers' warranties. Any warranty information will accompany the merchandise shipment.

As described above, no other warranty, expressed or implied, is made concerning the merchantability or fitness for a particular purpose of products and/or services provided through the Program. Warranty claims must be directed to the manufacturer.

28.5.12 Neither MasterCard nor Bank is responsible for shipped items, correspondence, documents, or gift cards in the event of loss, destruction, or theft.

28.5.13 Bank may choose to add additional terms and conditions that will supplement the Rules. Please contact Bank to inquire.

28.6 CONTACT INFORMATION: For information or inquiries on Rewards please contact the number located on the back of your card, or visit www.svbconnect.com.

29. DISPUTES. If you have a dispute with us, the following provisions apply:

29.1 Dispute Resolution – No Jury Trial. To the extent allowed by law, if a dispute arises between you and us regarding these Terms and Conditions or any service, you and we waive any right that you and we may have to request a jury trial.

29.2 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.

29.3 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 reference 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 reference 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).

29.4 Limitation of Liability. Except as otherwise stated in these Terms and Conditions 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 these Terms and Conditions (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.**

29.5 Limitation on Time to Bring Action. Section 8.8 ("Disputed Charges") of these Terms and Conditions describes your obligations to report unauthorized transactions and errors to us and the timeframes (not to exceed 60 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 these Terms and Conditions 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 these Terms and Conditions 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 these Terms and Conditions provides for a shorter limitations period.