

Silicon Valley Bank World Elite Mastercard® for Business Agreement Terms and Conditions

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Effective May 1, 2015

1.0 INTRODUCTION. This BUSINESS CREDIT CARD AGREEMENT (Agreement) sets forth the terms of your World Elite MasterCard® (Account) with Silicon Valley Bank (Bank). This Agreement supersedes any terms and conditions on the card mailer accompanying the Card.

1.1 Parties. In this Agreement, the words “you” and “your” mean the person, corporation, partnership or other business organization which applied for the Account, 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,” “we,” “our” and “us” refer to Bank.

1.2 Definitions. In this Agreement, the word “Card” means a single credit card or two or more cards, or other devices by which credit may be accessed other than a check, issued on the Account. The term “Outstanding Balance” includes the outstanding balance of purchases, cash advances, finance charges, and other fees and charges associated with the Account.

2.0 AGREEMENT. This Agreement becomes effective on the earlier of (a) 15 days after the Bank sends you the first Card; or (b) your first use of the Card or Account. Any use of the Card or Account constitutes your acceptance of the terms of this Agreement. If you do not wish to be bound by this Agreement, you must not use (or authorize anyone else to use) your Card or Account and must cancel your Account and return all of the Cards within 15 days after receiving the Card.

3.0 NO PRESET SPENDING LIMIT; ADVISORY REVOLVE LIMIT. Your Account has no preset spending limit. This does not mean that all transactions will be approved. We will consider transactions for approval on an individual, transaction-by-transaction basis. You may be informed of an internal revolve limit (Revolve Limit) we set on your Account or per Card.

The Revolve Limit may appear on your monthly statement. A separate lower Revolve Limit may be set for cash advances. The Bank may increase or decrease any Revolve Limit at any time. The Bank may reduce the amount of credit available under your Revolve 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.

You agree not to use or allow anyone else to use the Card or Account in any way that would cause the Outstanding Balance to exceed the Revolve Limit then in effect. You are liable for the Outstanding Balance even if it exceeds your Revolve Limit, whether or not the Bank has billed you.

4.0 THE CARDS.

4.1 Signature Panel. For your protection, the back of the 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. 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. The Bank may issue renewal or replacement Cards in its sole discretion.

4.5 Additional Cards. You may request additional Cards. You are responsible for all charges to your Account made by holders of additional Cards.

5.0 AVAILABLE TRANSACTIONS (BUSINESS PURPOSE). Subject to the terms and conditions set forth in this Agreement, the Cards and Account may be used in any of the following transactions. The Cards and Account may be used only for business (non-consumer) purposes. You agree not to use the Cards or Account for any transactions that are primarily for personal, family or household purposes:

5.1 Credit Purchases. To purchase goods and services wherever MasterCard® cards are 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. We reserve the right to decline to authorize any requested transaction which we reasonably believe is or may be unauthorized or fraudulent in any respect.

6.0 MONTHLY STATEMENTS. The Bank will send you a monthly statement summarizing each transaction on your Account during the preceding billing period. At our discretion the statements may break out separate information on a Card by Card basis. Your monthly statement will show the total amount you owe as of the end of the billing period, including any interest, fees, the minimum payment due and the payment due date, and other information we deem useful or as required by law. The Bank will send your monthly statement to only one address per Card.

7.0 PAYMENTS. You promise to pay the Bank according to the terms of this Agreement the entire amount owing under this Agreement. Without limitation, you promise to pay for all purchases, cash advances, interest, finance charges, fees and other charges as provided in this Agreement, or incurred by use of the Card or otherwise associated with your Account. You agree to make all payments in U.S. Dollars drawn on funds on deposit in the United States. Please do not mail cash payments.

7.1 Prepayment. You 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 minimum payment on the next payment due date.

- 7.2 Payment Rules.** You may not make any payment directly or indirectly by an advance on your Account. The Bank will have sole discretion in how we apply the payments received on your Account, except that we will apply payments received first to interest (finance charges), next to the balance of purchases or cash advances (in our discretion, subject to applicable law), and next to accrued fees or other charges.
- 7.3 Minimum Payment.** You promise to make at least the minimum payment due on your Account each month as shown on your monthly statement. The minimum payment will be 2% of the Outstanding Balance or \$15, whichever is greater, plus the entire amount by which your Account exceeds your Revolve Limit, plus any past due amounts. If the Account balance is less than \$15, you agree to pay the entire balance. If your Account is in default the entire Outstanding Balance will become immediately due.
- 7.4 Making Payments.** The Bank must receive the minimum payment due at the address designated on your monthly statement on or before the due date shown on your monthly statement. Payments received after any reasonable cutoff hour we set will be treated as received on the next business day. Receipt of your minimum payment at any address other than that designated on your monthly statement may create a delay in posting to your Account and result in a late fee and additional finance charge.
- 7.5 Acceptance of Partial or Nonconforming Payments.** The 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 the Bank's rights under this Agreement or under applicable law. Except for billing error notices, communications regarding any disputes about your Account must be mailed to the following address: Silicon Valley Bank, 3003 Tasman Drive, attn: Credit Card Relations, Santa Clara, California 95054. Any communications sent elsewhere, or our acceptance of payments marked "payment in full" or the like, will be of no legal effect.
- 7.6 Automatic Payments.** If you signed a written request on your application or elsewhere for automatic payments on your Account, we will automatically debit your designated deposit account for the minimum payment due (or other amount if we have mutually agreed to it) on or before the due date. If on that date there are insufficient funds to allow us to debit your account for that amount, we may at our option initiate one or more subsequent debits to your account to obtain payment or send you a bill. If we do not receive the minimum monthly payment due on the due date and any applicable days of grace, we will charge your Account a late fee as provided in Section 12.1.
- 8.0 DEFAULT.** You will be in default if any of the following occur as to any Card holder or any principal (owner, director, officer or other manager) of any Card holder which is an organization:
- 8.1** We do not receive any minimum payment due at the proper address on or before the payment due date;
 - 8.2** You fail to honor any other obligation under this Agreement;
 - 8.3** You die or become legally incapacitated;
 - 8.4** You file for bankruptcy, or become insolvent or generally unable to pay your debts, or make an assignment for the benefit of creditors;
 - 8.5** You furnish 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;
 - 8.6** You are in default under any other obligations to the Bank;
 - 8.7** Another creditor attempts through legal process to take any of your money or property;
 - 8.8** The Bank reasonably believes that you are unable or unwilling to honor all of your obligations under this Agreement or other obligations you owe to us;
 - 8.9** The Bank has evidence or reasonably believes that an unauthorized use of the Card or Account has been made;
 - 8.10** There is any material change in the equity ownership or managerial control of your business organization.
- If you are 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 or any of the Cards, and recover the Card and all unused Credit Card Checks.
- 9.0 LEGAL ACTION AND COSTS.** You agree 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 this Agreement 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).
- 10.0 INTEREST (FINANCE CHARGE).** The following interest (finance) charges will apply, whether before or after default, judgment, or the closing of your Account (the rate may increase upon delinquency as provided below):
- 10.1 Grace Period.**
- 10.1.1 Purchases.** No interest will be assessed on purchases if you have paid the total balance of purchases, cash advances and all other amounts due shown on the previous monthly statement in full by the payment due date. Otherwise, interest will be assessed on each purchase from the date of the purchase transaction.
 - 10.1.2 Cash Advances.** There is no "grace" period within which a cash advance can be repaid without incurring interest. Interest will be assessed on each cash advance from the date of the advance, in addition to the cash advance fee under Section 11.0.

10.2 Balance Subject to Finance Charge—Average Daily Balance. We will calculate interest by applying a periodic rate to the Average Daily Balances of your Account. We will figure the Average Daily Balance for Purchases made on your Card separately from the Average Daily Balance for Cash Advances. We do this as follows:

For each day during the billing period, we figure a “Daily Balance” for Purchases and for Cash Advances. Each Daily Balance is determined by taking the beginning balance for that day, which includes any unpaid Finance Charges and other fees, adding any new Purchases or Advances (as the case may be) and other debits assessed that day, and subtracting any payments made and credits posted on that day. This gives us the Daily Balance. Late payment fees and any other fees billed to the Account are included in the Daily Balances. Any Daily Balance less than zero will be treated as zero. The Daily Balance is considered to be zero for any day on which the balance is a credit balance. We then add up all of the Daily Balances for the billing period and divide the total by the number of days in the billing period. This gives us the Average Daily Balance for Purchases or Cash Advances for the billing period.

The Finance Charge is calculated by multiplying each Average Daily Balance by the applicable daily periodic rate (provided below) and multiplying the result by the number of days in the billing period.

10.3 Minimum Finance Charge. Notwithstanding the above, the minimum periodic Finance Charge will be \$1 in any period in which there is a balance due.

10.4 Annual Percentage Rate.

10.4.1 Variable Rate. When the Account has a balance subject to a Finance Charge (as described above), we will assess interest (a Finance Charge) calculated by applying the applicable daily periodic rate (“periodic rate”) to the Average Daily Balance for Purchases and for Cash Advances. Your periodic rates and corresponding Annual Percentage Rates may vary from billing period to billing period and are based on an index (“Index”) plus the respective margin (“Margin”). The periodic rates applied in any billing period will be equal to 1/365 of the total of (i) the Index plus (ii) the applicable Margin for Purchase and Cash Advance balances.

Index. The “Index” is the highest bank prime loan rate as published in The Wall Street Journal in its Money Rates section (“Prime Rate”) on the twenty-fifth (25th) day of the calendar month immediately preceding the first day of such billing period (if The Wall Street Journal is not published on the 25th of a particular month we will look to the next publication date). If The Wall Street Journal ceases publication or no longer publishes the Index, we may substitute a different index, in our sole discretion (subject to applicable law), which will thereafter be the Index for the Account.

Margin. The Margins are as follow:

Purchases: 7.6%

Cash Advances: 10.6%

Notwithstanding the above, the periodic rates and Annual Percentage Rates will never exceed the maximum rates permitted by applicable law.

10.4.2 Current APRs. For your current periodic rates and Annual Percentage Rates, contact Bank.

10.4.3 Effect of Rate Increases. If the Annual Percentage Rate increases, the amount of the interest Finance Charges may also increase. Any new periodic rates will apply to existing Account balances. The periodic rate may also change as provided in the section of this Agreement entitled “Changing This Agreement.”

11.0 CASH ADVANCE FEE (FINANCE CHARGE). A Cash Advance finance charge 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. The Cash Advance finance charge is 3.0% of the amount of each cash advance, subject to a minimum of \$10 for each cash advance. The fee shall be fully earned when assessed.

12.0 OTHER FEES AND CHARGES.

12.1 Late Payment Fee. If we do not receive the minimum payment due on or before the payment due date as it appears on your monthly statement, we will charge your Account a late fee for the billing period, in addition to interest which accrues on the unpaid balance. The amount of the late fee is based on your new balance at the time your delinquent minimum payment due was calculated, as indicated below:

Amount of New Balance	Late Payment Fee
Less than \$100	\$15
\$100 - \$249.99	\$29
\$250 or more	\$39

12.2 Annual Fee. The annual fee is \$199.

12.3 Returned Payment Fee. If any check or other item you submit to us in payment on the Account is dishonored or returned unpaid, you will be charged a fee of \$25.

12.4 Copy Fee. We may charge a \$3 fee for each copy of any statement requested and a \$2 fee for a copy of any transaction reflected on the statement.

12.5 Renewal and Replacement Cards; Delivery of Checks. In the event we issue a renewal, replacement or new Card on a “rush” basis at your request, we may charge a \$35 expediting fee.

13.0 CROSS-BORDER AND FOREIGN CURRENCY TRANSACTIONS. The Card may be used to purchase goods and services internationally. Certain fees will be charged on cross-border transactions and foreign-currency transactions.

13.1 On transactions that occur outside the United States (regardless of currency), we will charge a cross-border assessment equal to 2% of the transaction amount.

13.2 MasterCard's currency conversion procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate, selected by MasterCard. The exchange rate for a particular transaction is the rate selected by MasterCard for the applicable currency on the date the transaction is processed (the central site business date), which may differ from the rate on the date the transaction occurred or the date it is posted to your account.

14.0 DISCLOSURES OF INFORMATION. You consent to the release of personal data about yourself by the Bank to MasterCard, its members and their respective contractors for the purpose of providing emergency cash and emergency card replacement services.

15.0 RESTRICTIONS ON USE OF ACCOUNT.

15.1 Named User. Only the individual named on the Card is permitted to use it for charges, identification, or any other reason.

15.2 No Illegal Purpose. The Card and Account may not be used in connection with any transaction that is unlawful. The responsibility to determine whether any transaction or use is lawful or otherwise permissible rests with you.

15.3 Gambling. 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.

16.0 JOINT ACCOUNT. If your Account is in the name of more than one person, each and every such person is jointly and severally liable under this Agreement. Each of you acknowledges that each of you is liable for all amounts owed under this Agreement even if you did not receive any personal benefit. Each of you authorizes any other of you, on the other's signature or oral authorization alone, to cancel the Account, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement. In addition, except as otherwise required by applicable law, you agree that all monthly statements and notices regarding your Account may be sent to any one of you.

17.0 LIABILITY FOR UNAUTHORIZED USE. If your Card, Account number or Credit Card Checks 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 866.940.5920 [international, call 408.654.7720]. "Unauthorized use" means any use by a person who is not an authorized signer on the Account, was not expressly or impliedly authorized by such a person, and from which such a person derives no benefit. You agree to tell us what you know about the unauthorized use and assist us in investigating it.

17.1 Zero Dollar Liability. You are not liable for unauthorized use if all of the following conditions are met:

- 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.

17.2 Other Liability. If you do not qualify for zero-dollar liability, you are liable for up to the lesser of US \$50.00 for the unauthorized use of the Account, or the amount of any property, money or services you obtained by the unauthorized use before notifying us.

18.0 FINANCIAL AND CREDIT INFORMATION.

18.1 Financial Statements. If the Bank asks, you agree to furnish a current financial statement or to update the Card application.

18.2 Credit Reports. You authorize the Bank to make whatever credit inquiries or investigations about you that the Bank deems appropriate. This includes obtaining your consumer report from time to time. The Bank may disclose to others, such as credit bureaus, merchants and other financial institutions, information about your Account and your performance under this Agreement, subject to applicable law.

19.0 CHANGE OF NAME OR ADDRESS. You agree to promptly notify the Bank in writing at the address which appears on your monthly statement if you change your name, home address, or mailing address.

20.0 CLOSING YOUR ACCOUNT.

20.1 By you. You may close your Account at any time by notifying the Bank in writing at the address shown on your monthly statement. You must return all Cards with your notice. However, you remain responsible to pay the amounts you owe us according to the terms of this Agreement.

20.2 By the Bank. The Bank may close or suspend your Account at any time without cause and without prior notice, subject to applicable law, or reissue a different Card at any time. When your Account is closed (whether by you or the Bank), your right to use the Card and any Credit Card Checks and to make charges to the Account will be automatically revoked.

- 21.0 GOVERNING LAW/CONFLICTING TERMS.** Your Account will be governed by federal law and, to the extent not preempted, the laws of the state of California, even if you use your Account outside of that state. The terms of this Agreement supersede any conflicting terms set forth on a sales slip or credit card draft. If any part of this Agreement is found to be unenforceable, the remainder of the Agreement will remain in full force and effect.
- 22.0 SECURITY INTEREST.** This Account is not secured by any real property whatsoever, even if another document you have with us purports to grant such a security interest. If you have given us a security interest in money or other personal property in a separate agreement, that personal property may also secure your obligations under this Account.
- 23.0 CHANGING THIS AGREEMENT.** We can amend this Agreement from time to time, including the addition of entirely new provisions, changes to the Annual Percentage Rate and other charges, by sending such notice as may be required by law. Notice may be sent to any of you at the last address shown in our records for this 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.
- 24.0 ELECTRONIC TERMINALS.** If you have been or are later given a Personal Identification Number (PIN) to access this 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 this Account) without cause or prior notice.
- 25.0 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.
- 26.0 REWARDS PROGRAM.** Upon your acceptance of the Card you will automatically be enrolled in the related rewards program. The terms and conditions of the rewards program are set forth in a separate document.

SVB Rewards Program for World Elite™ Mastercard® for Business Terms and Conditions

Effective as of December 2023

These terms and conditions (the **"Rules"**) govern your participation in the SVB Elite Rewards Program for Business Credit Cards (the **"Program"**). These Rules may be changed (including additions and deletions) at any time, with or without notice except where such notice is expressly required by these terms and conditions. Fees and charges associated with the Program and your participation in it are shown at the end of these Rules.

AUTOMATIC ENROLLMENT, GET ONLINE ACCESS AND REDEEM. It's that simple to use the Program. AUTOMATIC ENROLLMENT is done by your Bank when you open your Card account.

GET ONLINE ACCESS after you have been automatically enrolled. You can manage your rewards by visiting SVB Online Banking available at www.svbconnect.com or SVB Go at www.connect.svb.com, depending on which banking platform is currently utilized by your company (the **"Website"**).

REDEEM points by logging on to the rewards website (via single sign-on) from SVB Online Banking or SVB Go, or by calling SVB Card Services (1-866-553-3481).

Your participation in the Program enables you to earn points that may be redeemed for various rewards. **"Cardholder"** and **"you"** mean the business that has applied for and is responsible for a Silicon Valley Bank World Elite Mastercard® for Business Credit Card (a **"Card"**) and any individual who acts on your behalf or in your name. 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 special terms or conditions that may be posted or disclosed at the Website, dealing with the Program or with specific rewards. For example, special 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 set by the provider of those rewards. Any merchants or providers shown or listed at the Website are not affiliated with

your Bank 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. Silicon Valley Bank (also referred to as your **"Bank"**) issues and administers all Cards. Mastercard International Incorporated (**"Mastercard"**) manages and administers the Program for your Bank. Mastercard and Silicon Valley Bank are not affiliates. These Rules are your agreement on the terms and conditions of the Program. These Rules and your Card transactions are also subject to other agreements you may have with Silicon Valley Bank (for example, the terms and conditions governing your use of the Cards (**"Cardholder Agreement"**)).

General

1. The Program is offered at the sole discretion of Mastercard and your Bank. They reserve the right to change these Rules at any time and for any reason. Notice of any changes will only be provided if expressly required by these terms and conditions. Neither Mastercard nor your Bank are 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 voided where an offer of the Program violates applicable law.
2. The Program may be terminated in whole or in part with advance notice. A substitute loyalty program may be implemented 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 and we may limit your use of any remaining reward points following termination.
3. You will be entitled to advance notice of any changes to the Program (including termination of the Program by your Bank) or your individual account that will: (a) cause you to lose points; (b) reduce the monetary value of your points; (c) change how you may obtain points; (d) limit or reduce the availability of the rewards you may obtain by redeeming points; (e) limit how you may use points; (f) diminish the monetary value of either redeemable rewards or the Program as a whole; or (g) change your obligations concerning the accumulation or use of any points. The Program may be changed in any way that does not cause any of the aforementioned effects with or without notice. If you commit fraud, abuse Program privileges

or violate the Rules, Mastercard and/or your Bank, in its sole discretion, reserves the right to terminate your participation in the Program without advance notice.

4. Where advance notice is required under these terms and conditions, such notice will be sent to you at least ninety (90) days before the change or termination discussed by the notice is implemented. The ninety (90) day period shall begin on the date that advance notice is sent to you by your Bank. You will be allowed to redeem or, if the advance notice provides for it, exchange any points associated with your account during this ninety (90) day period. No reward available under the Program shall be modified or eliminated prior to the expiration of this ninety (90) day period, unless such reward is no longer available due to insufficient stock, discontinuance by a third party, or any other reason outside of the direct control of the Program or the Bank. Should any reward become unavailable for these reasons during the ninety (90) day period, 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.

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 the Bank). Any attempted transfer, sale, or barter by you or on your behalf will be void, and Mastercard, and/or your 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.

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 for you.

7. You agree to pay the Program participation and other fees

associated with your participation in the Program, as shown below (and subject to change). To the extent allowed by law, the payment of annual participation fees is non-refundable. You agree that any fees owed by you may be collected via a charge to your Card. You agree to pay any fees charged by third-party providers enabling the redemption of your points for travel, merchandise, or otherwise. Please confirm the amount of fees applicable to your reward before redeeming your points as they will be charged to your Card upon redemption. Fees are subject to change at any time.

8. You agree that your 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). You agree to and are responsible for providing your Bank with notice of any changes to the person(s) authorized by you to redeem points. You agree to review your statements and other correspondence concerning the Program promptly to detect unauthorized point redemptions or rewards, and to report any promptly by calling the SVB Card Services (1-866-553- 3481). 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 your Bank. Any damage you suffer due to unauthorized points or rewards is limited as set forth below under LIMITATIONS ON LIABILITY; LIMITED REMEDY.

9. Your Bank is not responsible for managing or administering the Program or providing services under the Program; the responsibility lies with Mastercard. Your Bank will not be responsible for errors or omissions in any Program documents, including these Rules. Your Bank will not have any liability to you or any other Cardholder rising from, or related to, the Program, Program benefits, services provided by Mastercard, points (redeemed or unredeemed), certificates or rewards. Your redemption of points and participation in the Program is subject to any rules or terms issued by Mastercard in connection with the Program, including, but not limited to, the Travel Terms and Conditions which can be found at www.svbglobalrewards.com

10. No representation or warranty is provided by Mastercard or your 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 your Bank is responsible for: (a) delay, mis-delivery 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 your Bank is responsible for any action or inaction by a merchant or other provider of any reward.

11. **LIMITATION ON LIABILITY; LIMITED REMEDY:** You agree that neither Mastercard nor your Bank will be liable for, and you release, discharge, and hold harmless Mastercard and your 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 your 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 your 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).

12. Mastercard and/or your Bank reserve the right to interpret Program Rules and policies and will be the final authority on point credits and reward qualifications. Mastercard and your 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.

13. Reasonable efforts are made to ensure that the information contained in Program communications is accurate at the website and in other communications. Neither Mastercard nor your 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.

Earning Points; Viewing Points and Program Information

1. You will start to earn points after your Bank automatically enrolls your Card in the Program. Automatic enrollment of your Card occurs within a few days from the date your Card is opened

and activated. Once enrolled, 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).

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) withdrawals, cash advances, convenience checks, point-of-sale purchases using a PIN, and balance transfers; (b) any fees and card-related charges posted to a Card account, including ATM fees, late fees, overlimit fees, annual fees, and finance charges as outlined in the applicable Cardholder agreement; (c) tax payments, and any unauthorized charges or transactions.

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.

4. An enrolled Card account will not earn points if the account is closed or suspended. If the account is closed by you for any reason, all points that were accumulated but unused will be forfeited immediately. Your Bank may not allow points to be earned when a payment has not been received, or if you commit fraud, abuse Program privileges or violate the Rules.

5. The number of points a Cardholder can earn in a calendar year is unlimited, although your Bank reserves the right to change this with advance notice. Points earned through the Elite Rewards Program for Business Credit Cards do not expire.

6. Points earned will be credited on a monthly basis. Points earned and other Program information will be displayed on an electronic statement **"Program Agreement"** made available to you at the Website. You agree that the electronic 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 periodic statement period. You will be able to see your points balances and other Program information on this statement. Normally, statements are stored on the Website for 24 months.

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

Redeeming Points

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've registered to view your rewards account online. You agree to any special terms or conditions associated with a reward.
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 Card Services (1-866-553-3481) 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 your Bank, in the sole discretion of either party, reserves the right to decline to fulfill any particular request. It may take up to 30 days after you are automatically enrolled before you can redeem points, but you begin to earn points from the date you are automatically enrolled.
3. Points may be redeemed only from accounts that are open and in good standing.
4. All redemptions 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.
5. Shipments cannot be made to a post office box, an APO address, or outside the 50 United States. You may update your Card mailing address by contacting your Bank at the number shown on your Cardholder agreement.
6. All rewards are subject to availability. Rewards may be discontinued or withdrawn by the Bank with advance notice. Advance notice may not be provided if a Reward is not available.

Should a reward be discontinued, it will be replaced with an item of equal or greater value and/or you will be advised of unavailability so that you can make an alternate selection.⁶ You agree to hold Mastercard and/or your 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 receiving or using the reward).

7. If an item arrives in defective or damaged condition, you may be able to return it for a replacement. Please contact SVB Card Services (1-866-553-3481) 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. For returns of items that are not damaged, please contact 877.884.3472. Return shipping charges will be paid by the participant. There is no current restocking fee charged by Mastercard or your Bank, unless communicated to you at 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. For 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 as well as food items, cannot be returned. Please note that some items may require extra shipping costs due to their size or special handling requirements.

8. **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 Card Services (1-866-553-3481). 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.

9. 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.

10. Neither Mastercard nor your Bank are responsible for correspondence, documents, or gift cards in the event of loss, destruction, or theft.

Fees and Charges:

Company Annual Fee: None at this time. The Bank reserves the right to amend this at any time with advance notice. Third Party or Other Fees: As shown

in the terms and conditions on the website or as otherwise provided. Fees may be charged by third-party providers enabling the redemption of your points for travel, merchandise or otherwise. Please be aware of these charges, as they will be presented and you will be charged upon redemption. Fees are subject to change at any time.

Contact Information:

Please contact SVB Card Services (1-866-553-3481) for all enrollment, customer service and rewards redemption questions. SVB Card Services should also be contacted to receive a returns authorization, before attempting to return any damaged goods.

Website: SVB Online Banking (www.svbconnect.com) or SVB Go (www.connect.svb.com), depending on which banking platform is currently utilized by your company.