

UOB BUSINESS INTERNET BANKING SERVICE AGREEMENT FOR NON CUSTOMER

COUNTRY ADDENDUM (MAINLAND CHINA)

1. This is the Mainland China Country Addendum to the UOB Business Internet Banking Service Agreement for Non Customer.
2. Where any Services are provided to the User in or into Mainland China, the Agreement shall be amended or supplemented in relation to such Services as follows.

- (i) The following definitions are to be inserted in Clause 1.1:

"Beneficiary Banks" mean any and/or all bank(s) whose name has been listed on the Business Internet Banking and to whom payment may be made to bank accounts in these banks through Business Internet Banking.

"CNAPS" means China National Advanced Payment System.

"CNAPS Bank Code" means the bank institution code specifically designated for a bank or a licensed participant, which is developed, updated and published by the People's Bank of China from time to time and used in fund transfer and clearing through CNAPS between different banks or any other licensed participants in PRC or overseas.

"PRC" means the People's Republic of China (for the purpose of this Agreement, not including Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan).

- (ii) Clause 3.1(c) shall be deleted and replaced as follows:

upload relevant invoices, debit and/or credit notes, or consolidated files containing a list of invoices and details of the said invoices and a list of corresponding credit notes and details of the said credit notes, and relevant underlying contracts. For the avoidance of doubt, the User shall promptly prepare and provide the original hard copy (or the certified true copy affixed with the official seal of the User) of any document submitted through Business Internet Banking to that UOB Group Bank for its review and record if reasonably required by that UOB Group Bank.

- (iii) The following clause is to be inserted in Clause 3:

- 3.12 Where a UOB Group Bank provides a list of Beneficiary Banks to whom payment may be made to bank accounts in these banks through Business Internet Banking, that UOB Group Bank has the discretion to and may without prior notice to the User delete any Beneficiary Bank or amend such list of Beneficiary Banks. The User shall be solely responsible for

ensuring the accuracy of the CNAPS Bank Code of the Beneficiary Bank in its Instruction to such UOB Group Bank.

(iv) Clause 4.2 shall be deleted and replaced as follows:

Security Tokens issued or provided by a UOB Group Bank shall at all times remain the property of that UOB Group Bank which shall be returned to that UOB Group Bank on demand and neither the User nor the Delegate Users will acquire any rights whatsoever to such Security Tokens. All present and future copyright and other intellectual property rights related to these Security Tokens shall remain the property of that UOB Group Bank and/or other relevant third parties approved by that UOB Group Bank.

(v) The following clauses are to be inserted in Clause 5:

5.3 The User ID and the Password shall remain effective until changed by the User or cancelled by the UOB Group Bank.

5.4 In case a Password or a User ID is forgotten, the User shall forthwith notify the relevant UOB Group Bank of the loss of the Password or the User ID and change the Password or the User ID. In case special requirements are imposed by the UOB Group Bank in respect of the notification of loss, the User shall follow such requirements.

(vi) The following clauses are to be inserted in Clause 7:

7.7 The User undertakes that, when using Business Internet Banking out of PRC (including in Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan), the User shall conform to the regulations of the State Administration of Foreign Exchange and the People's Bank of China relating to the administration of foreign exchange (if applicable) and/or any requirement of the country or region where the User utilizes Business Internet Banking. The User shall assume all the risks associated with its using of Business Internet Banking in the judicial regions out of PRC.

7.8 The User further undertakes not to tamper with, modify, decompile, reverse engineer or otherwise alter or gain unauthorized access to any part of the Business Internet Banking or any software comprised in it. Any UOB Group Bank shall be entitled to terminate the use of the Business Internet Banking and/or the Service by the User without notice to the User and to take legal action against the User for breach of this undertaking.

(vii) The following clauses are to be inserted in Clause 9:

9.4 The User agrees to be responsible for all charges incurred in accessing the Accounts through or otherwise using Business Internet Banking (including but not limited to any telephone charges and Internet service provider's charges).

9.5 All fees, costs, charges, expenses, interests and other amounts payable to each UOB Group Bank under this Agreement shall be in Chinese Yuan unless otherwise agreed by that UOB Group Bank.

9.6 Each UOB Group Bank shall be entitled to set off any payment due from that UOB Group Bank to the User against any amount due from the User to that UOB Group Bank. The User authorises each UOB Group Bank to debit any of the User's Accounts to pay the amount due and owing by the User to that UOB Group Bank.

(viii) The following clauses are to be inserted in Clause 10.1:

(i) any guarantor or surety of any indebtedness, liability or obligation of the User, including any person who provides any security to any UOB Group Bank for any such indebtedness, liability or obligation; or

(j) any party other than the User which authorizes the User or is authorized by the User to operate, accesses and utilises Business Internet Banking and Services on the User's or such party's behalf.

(ix) Clause 11.1 shall be deleted and replaced as follows:

To the extent permitted by applicable law, Business Internet Banking may be suspended or terminated by the UOB Group Bank at any time either with respect to any Service or any service or facility provided through Business Internet Banking or generally, without any prior notice being given to the User. The UOB Group Bank will publish the announcement of such matter according to relevant regulatory requirement (if required) on the Website.

(x) Clause 12.5 shall be deleted and replaced as follows:

Without prejudice to anything herein and to the extent permitted by applicable law, the User shall not make any claim or commence any legal proceedings against any UOB Group Bank in respect of any Loss incurred or suffered by the provision or utilisation of Business Internet Banking or any transaction effected through Business Internet Banking for which that UOB Group Bank is liable to the User, more than three (3) year after the date when it is aware or shall aware the occurrence of the loss. Any liability of any UOB Group Bank to the User in respect of any such Loss shall be limited to the sum equivalent to one hundred times the prevailing monthly subscription fees for the Business Internet Banking Service.

(xi) Clause 15.4 shall be deleted and replaced as follows:

This Agreement has been prepared in both Chinese and English. In case of any discrepancy between Chinese version and English version, the Chinese version shall prevail.

(xii) Clause 15.5 shall be deleted and replaced as follows:

Without prejudice to the generality of Clause 15.1 above, any and all notices to

be given under this Agreement may be communicated by post, facsimile transmission, electronic mail or through Business Internet Banking or by online messages posted on the Website. If by post the notice will be taken to have been received 5 days after posting by the UOB Group Bank to the postal address most recently notified by the User and if by facsimile transmission, electronic mail, through Business Internet Banking or by online messages posted on the Website, immediately on despatch.

(xiii) Clause 16 shall be deleted.

(xiv) Clause 19.1 shall be deleted and replaced as follows:

The Parties agree to comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions; in particular, the PRC Civil Code, the PRC Personal Information Protection Law, the PRC Data Security Law and the PRC Cyber Security Law ("PRC Applicable Data Protection Laws") and all subordinated implementation rules and national standards, whether now or in the future.

(xv) Clause 19.3 shall be deleted and replaced as follows:

Without prejudice to the foregoing sub-clauses, the User shall not do anything and not omit to do anything that will cause the UOB Group Banks and/or their related corporations to be in breach of any applicable data protection law; in particular, the PRC Applicable Data Protection Laws and all subordinated implementation rules and national standards, whether now or in the future.

(xvi) Clause 19.4 shall be deleted and replaced as follows:

Notwithstanding anything to the contrary, the User undertakes to indemnify and at all times hereafter to keep the UOB Group Banks and their related corporations (together with their respective officers, employees and agents) (each an "Injured Party") indemnified against any and all Losses which may be suffered or incurred by the Injured Party or asserted against the Injured Party by any person or entity (including but not limited to the User, his/her agents) whatsoever, in respect of any matter or event whatsoever arising out of, in the course of, by reason of or in respect of:

- (a) any breach of any of the provisions in this Clause; and/or
- (b) any action or omission by the User, that causes the UOB Group Banks and/or any of their related corporations to be in breach of any applicable data protection law; in particular, the PRC Applicable Data Protection Laws and all subordinated implementation rules and national standards, whether now or in the future.

3. Governing Law And Jurisdiction

- 3.1. Insofar as any Services are provided to the User in or into Mainland China, the Agreement shall be governed by and construed in accordance with the laws of

the People's Republic of China.

- 3.2. The User submits to the non-exclusive jurisdiction of the courts of the People's Republic of China with respect to any legal proceedings which may be initiated in connection with this Agreement.
- 3.3. The User shall not commence or continue any legal proceedings against any UOB Group Bank in any jurisdiction other than in Mainland China with respect to any matter, claim or dispute so long as that UOB Group Bank is prepared to submit to the jurisdiction of the courts of People's Republic of China with respect to that matter, claim or dispute and the User shall before commencing proceedings against that UOB Group Bank in any jurisdiction with respect to any matter, claim or dispute other than Mainland China seek that UOB Group Bank's written agreement to submit to that foreign jurisdiction with respect thereto.
- 3.4. Service of any process or document by which any proceedings in any court in Mainland China are commenced may be effected in any manner permitted for communications under this Agreement.