

UOB BUSINESS INTERNET BANKING SERVICE AGREEMENT

COUNTRY ADDENDUM (INDIA)

1. This is the Country Addendum for India to the UOB Business Internet Banking Service Agreement.
2. Where any Services are provided to Customers in or into India, the Agreement shall be amended or supplemented in relation to such Services as follows:
 - 2.1 Paragraph (d) under the definition of "Instruction" in Clause 1.1 of the Agreement shall be deleted and replaced as follows:
 - (d) by means of an electronic authentication method (such as two factor authentication) by the Customer or a Company Signatory on behalf of the Customer.
 - 2.2 The definition of "person" in Clause 1.1 of the Agreement shall be deleted and replaced as follows:

"person" includes any natural person, limited or unlimited liability company, body corporate, partnership firm (whether registered or unregistered or limited or unlimited), sole proprietorship, Hindu undivided family, trust, association of persons, corporation (including any non-profit corporation) or entity.
 - 2.3 Clause 4.1 of the Agreement shall be deleted and replaced as follows:
 - 4.1 Each UOB Group Bank shall only accept an Instruction if it has been effected through Business Internet Banking by the Customer using the appropriate User ID(s) and Password(s) in accordance with the terms of this Agreement.
 - 2.4 Clause 4.3 of the Agreement shall be deleted and replaced as follows:
 - 4.3 Subject to each UOB Group Bank's obligation under Clause 4.1 above, any UOB Group Bank shall be entitled but not obliged to check the authenticity of any Instruction or the authority of the person or persons giving such Instruction. Each UOB Group Bank shall otherwise be entitled (but not obliged) to verify and be satisfied with respect to:
 - (a) the identity of the person purporting to give any instruction or the source and origin of any Instruction; and/or
 - (b) the representation of authority of any Customer User to act for the Customer,and any UOB Group Bank may defer relying, or acting upon, or carrying out any Instruction unless and until it is satisfied as to the matters on which it had sought verification regardless of whether it is under any obligation to the Customer to act upon or carry out that Instruction.
 - 2.5 Clause 8.7 shall be added as follows:
 - 8.7 While utilising Business Internet Banking and/or the Services, the Customer and the Customer User shall comply with: (i) the applicable provisions of the Foreign Exchange Management Act, 1999 and the regulations framed thereunder; (ii) the rules and regulations framed by the Reserve Bank of India from time-to-time; (iii) all laws, rules and regulations governing anti-money laundering, including the Prevention of Money

Laundering Act, 2002; and (iv) such other Applicable Laws as may be applicable to the Customer and the Customer User in relation to the transactions contemplated in this Agreement.

2.6 Clause 11.1 of the Agreement shall be deleted and replaced with the following:

11.1 The Customer expressly and irrevocably authorises and permits each UOB Group Bank and each of its Officers to divulge, reveal or disclose any and all of the particulars and information relating to the Customer, any Customer User, any Account or any Instruction to any of the following persons at any time and from time to time:

- (a) any person which is deemed to be a related party of any UOB Group Bank by virtue of Section 2(76) of the Companies Act, 2013 or other Applicable Laws to the extent required for such person to provide the Services to the Customer;
- (b) any Customer Affiliate which accesses and utilises Business Internet Banking and Services;
- (c) all courts, governmental agencies and lawful authorities in India and elsewhere where the disclosure is required by the Applicable Laws;
- (d) any person which the UOB Group Bank or any Officer in good faith considers to be appropriate for the purpose of providing the Services, including any agents, contractors or third party service provider which have agreed to perform works or services for the UOB Group Bank in connection with and which affect or may affect the operation of any Account or Service or Business Internet Banking provided that such entity or person shall implement measures to ensure that particulars and information relating to the Customer and/or Customer User are kept confidential and are neither retained nor used for any purpose other than providing the Services to the Customer;
- (e) any person in connection with the use or maintenance of any Account or Service or the provision by any UOB Group Bank of any service to the Customer or any person who owns, operates, provides or maintains any part of any system or equipment relevant to the provision of Business Internet Banking or any Service;
- (f) any guarantor or surety of any indebtedness, liability or obligation of the Customer, including any person who provides any security to any UOB Group Bank for any such indebtedness, liability or obligation;
- (g) any other person at any time where the particulars of any Account were inadvertently divulged, revealed or disclosed to or accessed by such person through no wilful default of the UOB Group Bank or its relevant Officer(s); or
- (h) any credit bureau established in accordance with the laws of India.

For the purposes of this Clause 11.1, "Customer Affiliate" means any person, body corporate, partnership, firm or other entity in which the Customer directly or indirectly:

- (i) owns more than half the capital or business assets; or
- (ii) has the power to exercise fifty percent (50%) or more of the voting rights in such entity; or

- (iii) has the legal power to direct or cause the direction or general management or affairs of the entity in question; or
- (iv) has the power to appoint more than half the members of the supervisory board, board of directors or bodies legally representing such entity; or
- (v) has the right to manage the business of such entity

2.7 Clause 13.5 of the Agreement shall be deleted and replaced with the following:

13.5 Without prejudice to anything herein, any liability of any UOB Group Bank to the Customer 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 Customer, shall be limited to the sum equivalent to one hundred times the prevailing monthly subscription fees for the Business Internet Banking Service.

2.8 Clause 19 of the Agreement shall be deleted and replaced with the following:

- 19.1 Insofar as any Services are provided to Customers in or into India, the Agreement shall be governed by and construed in accordance with the laws of the Republic of India.
- 19.2 The Customer submits to the exclusive jurisdiction of the courts at Mumbai, India with respect to any legal proceedings which may be initiated in connection with this Agreement.
- 19.3 The Customer shall not commence or continue any legal proceedings against any UOB Group Bank in any jurisdiction other than in India with respect to any matter, claim or dispute so long as that UOB Group Bank is prepared to submit to the jurisdiction of such courts of India with respect to that matter, claim or dispute and the Customer shall before commencing proceedings against that UOB Group Bank in any jurisdiction with respect to any matter, claim or dispute other than the country stated in the applicable Country Addendum seek that UOB Group Bank's written agreement to submit to that foreign jurisdiction with respect thereto.
- 19.4 Service of any process or document by which any proceedings in any court in India, are commenced may be effected in a manner specified under the Code of Civil Procedure, 1908 as amended and supplemented from time to time.