

UOB BUSINESS INTERNET BANKING SERVICE AGREEMENT

COUNTRY ADDENDUM (ENGLAND AND WALES)

1. This is the England and Wales Country Addendum to the UOB Business Internet Banking Service Agreement.
2. Where any Services are provided to Customers in or into England and Wales, the Agreement shall be amended or supplemented in relation to such Services as follows.
 - (i) In the definition of "Applicable Laws" in Clause 1.1 the word "Singapore" is deleted and replaced with the words "England and Wales".
 - (ii) New definitions are inserted in Clause 1.1 as follows:

“**Data Protection Legislation**” has the meaning given in Clause 20.1.”

“**UOB Group Company**” has the meaning given in Clause 11.1(a).”
 - (iii) Clause 11.1(a) shall be deleted and replaced as follows:

“(a) any each Subsidiary or Holding Company of any UOB Group Bank from time to time, and each Subsidiary from time to time of any such Holding Company (and in this Clause 11.1(a) “Subsidiary” and “Holding Company” mean a “holding company” and “subsidiary” as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee) (together “**UOB Group Companies**” and each a “**UOB Group Company**”).”
 - (iv) In Clause 11.1(c) the word “Singapore” shall be deleted and replaced with the words “the United Kingdom”.
 - (v) Clause 13.3 shall be deleted and replaced as follows:

“13.3 Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in this Agreement or in any other agreement between any UOB Group Bank and the Customer, no UOB Group Bank shall in any event be liable to the Customer (whether in contract, tort or delict (including negligence) or otherwise) under or in connection with the subject matter of this agreement for any consequential loss or indirect loss (including indirect loss of profits, indirect loss due to business interruption, indirect loss due to loss of sales, indirect loss of turnover, indirect loss of opportunity and indirect loss of anticipated savings).”
 - (vi) In Clause 15 the words “requirements of the Singapore Government or any other government or authority” are replaced with the words “requirements of any government or authority”.
 - (vii) Clause 17 shall be deleted and replaced as follows:

Contracts (Rights of Third Parties) Act 1999

A person who or which is not party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Act 1999 (or otherwise) to enforce

any provision of this Agreement.

(viii) In clause 18.1 the word "Singapore" is deleted and replaced with the words "the United Kingdom".

(ix) Clause 20.1 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 including (without limitation) the Data Protection Act 1998, the Privacy and Electronic Communication (EC Directive) Regulations 2003, the Regulation of Investigatory Powers Act 2000, the Telecommunications (lawful Business Practice) (Interception of Communications) Regulations 2000, Privacy and Electronic Communications (EC Directive) Regulations 2003, the Consumer Protection from Unfair Trading Regulations 2008, any Laws in force from time to time in any relevant jurisdiction which implements the Data Protection Directive 1995/46/EC on the protection of individuals with regards to the processing of personal data and on the free movement of such data, General Data Protection Regulation ((EU) 2016/679)), and all and any regulations made under those acts or regulations all applicable formal or informal guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of the Information Commissioner's Office, other relevant regulator, and or relevant industry body, in each case in any relevant jurisdiction(s) from time to time and the equivalent in any other relevant jurisdictions all as amended or replaced from time to time (together "**Data Protection Legislation**")."

(x) Clause 20.3 shall be deleted and replaced as follows:

"Without prejudice to the foregoing sub-clauses, the Customer shall not do anything and not omit to do anything that will cause the UOB Group Banks and/or each UOB Group Company to be in breach of Data Protection Legislation."

(xi) Clause 20.4 shall be deleted and replaced as follows:

"Notwithstanding anything to the contrary, the Customer undertakes to indemnify and at all times hereafter to keep the UOB Group Banks and each UOB Group Company (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 Customer, 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 Customer, that causes the UOB Group Banks and/or any UOB Group Company to be in breach of Data Protection Legislation."

3. Governing Law and Jurisdiction

3.1 Insofar as any Services are provided to Customers in or into England and Wales, the Agreement shall be governed by and construed in accordance with the laws of the England and Wales.

3.2 The Customer submits to the non-exclusive jurisdiction of the courts of England and Wales with respect to any legal proceedings which may be initiated in connection with



this Agreement.

- 3.3 The Customer shall not commence or continue any legal proceedings against any UOB Group Bank in any jurisdiction other than in England and Wales 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 England and Wales 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 England and Wales 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 England and Wales are commenced may be effected in any manner permitted for communications hereunder.