

* Terms and conditions of the “UOB Exclusive Offer for BizSmart” (“**Promotion**”)

1. Under the Promotion, a non-individual customer of the United Overseas Bank Limited or Far Eastern Bank Limited (“**Customer**”) who, has:-

- (i) an existing UOB eBusiness Account or UOB BizTransact Account or non-individual Singapore Dollar Current Account with United Overseas Bank Limited (“**UOB**”); OR
- (ii) opened a new UOB eBusiness Account or UOB BizTransact Account or non-individual Singapore Dollar Current Account with UOB,

will enjoy preferential pricing (“**Offer**”) (as set out in the table below) for any subscription, purchase and/or, where applicable, use by that Customer of the digital applications, products and services described within the BizSmart (Full Bundle) (see Table 1 below) and/or the BizSmart (Light Bundle) (see Table 2 below) (collectively the “**BizSmart Bundles**”) that is offered/provided by Newstead Technologies Pte Ltd (“**Newstead**”) and/or, where applicable, the respective vendors/service providers/merchants/suppliers/manufacturers of the digital applications, products and services described in the BizSmart Bundles (collectively “**Third Parties**”). Newstead is in the business of providing IT solutions in Singapore, helping small to medium enterprises increase their efficiency, security and productivity and the IT Solutions includes the various digital applications and products referred to in the BizSmart Bundles. BizSmart is a compilation of 5 different digital applications that are offered, sold and provided by the Third Parties and, where applicable, Newstead and each such party is independent and beyond the control of UOB and its affiliates.

2. This Promotion shall be for a period commencing from 2 August 2016 to 1 August 2017.
3. Newstead and the respective Third Parties may, at their respective discretions, impose other conditions for the provision to the Customer and the Customer’s subscription and purchase and/or, where applicable, use of the BizSmart Bundles and/or any digital application, services and/or products within any of the BizSmart Bundles. The Offer is not transferrable or exchangeable for other cash, credit, products or privileges or other kind in full or in part and is not refundable or replaceable. UOB and/or Newstead reserves the right to replace the Offer with another item of similar value and/or vary the pricing of the Offer and/or offer the digital applications, products and/or services referred to in any BizSmart Bundle without giving any reason or prior notice or assuming any liability to any person. UOB may, at its discretion, terminate this Promotion and/or the Offer and/or change or add to any of these terms and conditions in connection with the Promotion set out herein including, but not limited to, changing the type of Offer and/or the duration of the Promotion or withdrawing the Promotion, at any time without giving any reason, prior notice or being liable to any person. Newstead and each of the Third Parties may, at their discretion, change or add to any of the terms and conditions in connection with the digital applications, products and/or, where applicable, services that they are respectively providing in connection with the Offer, the BizSmart Bundles and, where applicable, any of the digital applications, services and/or products within the BizSmart Bundles at any time without giving any reason, prior notice or being liable to any person. UOB’s determination of all matters in connection with the Promotion and the Offer are at its discretion and shall be final, binding and conclusive. UOB is not obliged to give any reason or prior notice on any matter concerning the Promotion or the Offer. No appeal, correspondence or claims will be entertained. UOB and Newstead have the right and discretion to determine whether a party has met the requirements of the Promotion and/or to receive the Offer.

4. For the avoidance of doubt, UOB and its affiliates and each their respective officers and employees:-
 - (i) does not endorse any of the digital applications, products and/or services comprised in the BizSmart Bundles or any of the services provided by Newstead and/or any of the Third Parties;
 - (ii) makes no representation or warranty whether express or implied, and accepts no responsibility or liability for the completeness, accuracy, use, purchase and, where applicable, subscription of any of the digital applications, products and/or services comprised in the BizSmart Bundles or any of the services provided by Newstead and/or any of the Third Parties;
 - (iii) shall not be construed as endorsing or recommending any of the digital applications, products or services offered under any of the BizSmart Bundles or by Newstead or any of Third Parties;
 - (iv) assumes no liability or responsibility for the acts or defaults of Newstead and/or, where applicable, any of the Third Parties or for their non-performance or for the defects or non-performance in any of the BizSmart Bundles and/or the digital applications, services and/or the products referred to therein or the services rendered by Newstead and/or, where applicable, any of the Third Parties; and
 - (v) makes no warranty or representation on or any assumption as to liability or responsibility as to the quality, defects, performance, merchantability, fitness for purpose or any other aspect of any of the BizSmart Bundles and/or the various digital applications, products and/or the services within the BizSmart Bundles and/or the acts or defaults of Newstead and/or any of the Third Parties or defects, performance or deficiency in all or any part of the BizSmart Bundles and/or the digital applications, services and/or the products referred to therein and/or the services rendered by Newstead and/or, where applicable, any of the Third Parties.; and
 - (vi) does not assume any liability or responsibility for and will not be liable or responsible for any defect, performance quality, merchantability, the fitness or any other aspect of any of BizSmart Bundles, the various digital applications, products and/or the services within the BizSmart Bundles and/or the Offer or the goods or services offered in the Promotion or the acts, performance or defaults of Newstead and/or the Third Parties or defects, performance or deficiency in the goods or services offered in the Promotion.

5. The digital applications, products and services comprised under BizSmart and the BizSmart Bundles have not been certified by UOB and its affiliates. Under no circumstances shall UOB or its affiliates be construed as endorsing or recommending any of the digital applications or products or services comprised under BizSmart and/or the BizSmart Bundles or any of the Third Parties who are providing the digital applications and/or products and/or the services by reason of the inclusion of the digital applications, products and services under BizSmart. Before deciding to subscribe for, purchase and/or, where applicable, use any of the digital applications, the products and/or, where applicable, the services, please seek advice from your advisers on the suitability of the digital applications, the products and/or, where applicable, the services for you and if you do not wish to seek such advice, please consider carefully whether any of the digital applications, the products and/or, where applicable, the services mentioned is suitable for you. UOB and its affiliates shall not be liable for any loss or damage howsoever arising as a result of any person subscribing for, purchasing and/or, where applicable, using any of the digital applications, the products and/or, where applicable, the services comprised in BizSmart and/or for any performance or non-performance of any Third Parties and/or Newstead.

6. UOB and its affiliates are not agents of Newstead and/or any of the Third Parties. Newstead and each of the Third Parties are all independent and beyond the control of UOB and its affiliates. Any dispute about the quality or service standard must be resolved directly with Newstead and, where applicable, the respective Third Parties. Newstead and, where applicable, the respective Third Parties may impose conditions for subscription, use and/or purchase of any BizSmart Bundle and/or any of the digital applications, products and/or services within the BizSmart Bundles and/or the Offer offered in the Promotion. UOB does not assume any liability or responsibility for and will not be liable or responsible for any injury, loss or damage whatsoever or for any charge, cost or expense of any kind whatsoever suffered or incurred as a result of or in connection with the use, reliance, subscription and/or, where applicable, purchase by the Customer of any BizSmart Bundles and/or the digital applications, products and/or services described within the BizSmart Bundles and/or the Offer including, but not limited to, the loss of life, injury to person and/or disclosure, loss or damage to property, data or information arising from or in connection with the Promotion and/or the BizSmart Bundles and/or the Offer and/or use, subscription and/or, where applicable, purchase by the Customer of any BizSmart Bundles and/or the digital applications, products and/or services described within the BizSmart Bundles or arising from or in connection with the Promotion or any performance or non-performance of Newstead or any of the Third Parties howsoever arising. Before deciding to use, subscription and/or, where applicable, purchase of any BizSmart Bundles and/or the digital applications, products and/or services described within the BizSmart Bundles, the Customer should seek advice from its advisers on the suitability of the digital applications, products and/or services described within the BizSmart Bundles for the Customer and if the Customer does not wish to seek such advice, the Customer should consider carefully whether such digital applications, products and/or services is suitable.
7. UOB may provide links to websites, software digital applications or mobile digital applications ("**Third Party Links**") owned, controlled or offered by third parties (including, without limitation, the Third Parties and Newstead). Access to and the use of such Third Party Links is at the Customer's own risk and subject to the terms and conditions applicable to such access and/or use. For the avoidance of doubt, by creating a link to a Third Party Links, the UOB Group shall not be construed as endorsing or recommending any product or service offered or as verifying any information contained in any such Third Party Links. Accordingly, the UOB Group will not be responsible for and makes no representation or warranty for any and all information, materials, products or services (or any failure thereof) contained in or offered at any such Third Party Links linked to/from any UOB website and/or Services and/or the UOB Business. The term "*UOB Group*" refers collectively to UOB, its subsidiaries and associated companies represented on any UOB website.
8. All the prevailing terms and conditions governing the subscription, purchase and/or, where applicable use of BizSmart Bundles and any of the products, digital applications and/or services within the BizSmart Bundles (collectively the "**Vendor Terms**") together with the respective prevailing terms and conditions governing the UOB eBusiness Account, UOB BizTransact Account and the non-individual Singapore Dollar Current Account opened with UOB and the prevailing Terms and Conditions for Accounts and Services (Non-Individual) (collectively the "**Account Terms**") shall apply and are to be read together with these terms and conditions relating to the Promotion set out herein. Refer to uob.com.sg for the full Terms and directly to Newstead and the respective Third Parties for the applicable Vendor Terms. In the event of any conflict or inconsistency between the terms and conditions relating to the Promotion and any of the Terms and/or the Vendor Terms, the terms and conditions of the Promotion shall prevail only to the extent of matters relating to the above Promotion. In the

event of any conflict or inconsistency between the terms and conditions relating to the Promotion as set out herein and any terms set out in any marketing material prepared for the Promotion, the terms and conditions of the Promotion set out herein shall prevail. While all information provided herein is believed to be correct and reliable at the time of printing of this letter, UOB makes no representation or warranty whether expressed or implied, and accepts no responsibility or reliability for its completeness or accuracy. A person who is not a party to any agreement governed by these terms and conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B Singapore) to enforce or enjoy the benefit of any term of such agreement. These terms and conditions are governed by Singapore laws and all parties participating in the Promotion agree to submit to the exclusive jurisdiction of the Singapore Courts. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

Table 1 - BizSmart (Full Bundle):

SN	Item		Total
1	Vend 1 year subscription for single outlet	SGD	\$1,530.00
2	Deputy 1 year subscription for 5 users	SGD	\$300.00
3	HREasily 1 year subscription for 5 users (12 months + 3 months free)	SGD	\$300.00
4	Xero 1 year standard package subscription (12 months + 3 months free)	SGD	\$522.00
5	Mobileiron OneTouch Subscription (Security App) 5 users	SGD	\$230.00
6	Standard POS Package (Wireless Barcode Scanner, Star TSP100LAN receipt printer with 6 rolls of receipt paper, cash drawer with mounting kit, iPad retail enclosure, and all required cables)	SGD	\$1,550.00
7	2 x iPad Stands	SGD	\$350.00
8	2 x iPad Air 2 Wifi 16GB	SGD	\$1,061.68
9	Setup Fee with integration and full training across all applications for front end and backend users; includes accounting consultancy services for setup	SGD	\$6,000.00
10	1st Year Software Support and Maintenance (12hrs x 7 days support) + Hardware Support	SGD	\$1,000.00
Total before GST (SGD)		SGD	\$12,843.68
Add On	Additional Staff monthly subscription for HREasily (6 - 20 Employees)	SGD	\$2.80
	Additional Staff monthly subscription for HREasily (21 - 50 Employees)	SGD	\$1.80
	Additional Staff monthly subscription for HREasily (more than 50 Employees)	SGD	\$1.50
	Vend Additional Register Monthly Subscription	SGD	\$50.00
	Vend Multi Outlet Monthly License (If customer has more than 1 outlet)	SGD	\$3,042.00
	Additional User for Deputy monthly subscription	SGD	\$6.00

Table 2 - BizSmart (Light Bundle):

SN	Item		Total
1	HREasily 1 year subscription for 5 users (12 months + 3 months free)	SGD	\$300.00
2	Xero 1 year standard package subscription (12 months + 3 months free)	SGD	\$522.00
3	Setup Fee with integration and basic training across all applications for front end and backend users	SGD	\$500.00
4	1st Year software support and Maintenance (8hrs x 5 days support) - Free	SGD	Free
Total before GST (SGD)		SGD	\$1,322.00
Add On	Additional Staff monthly subscription for HREasily (6 - 20 Employees)	SGD	\$2.80
	Additional Staff monthly subscription for HREasily (21 - 50 Employees)	SGD	\$1.80
	Additional Staff monthly subscription for HREasily (more than 50 Employees)	SGD	\$1.50
	Accounting Consultancy Services and Setup Services	SGD	\$1,500.00