

UOB BUSINESS INTERNET BANKING SERVICE AGREEMENT FOR NON CUSTOMER

COUNTRY ADDENDUM (HONG KONG)

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

(i) All references to “Singapore” in the Agreement shall be replaced with “Hong Kong”.

(ii) “Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

(iii) Clause 10.1(a) of the Agreement shall be deleted and replaced as follows:

any UOB Group Bank and any corporation which is deemed to be an associated company of any UOB Group Bank by virtue of the Companies Ordinance (Cap.622) or other Applicable Laws;

(iv) Clause 16 shall be deleted and replaced as follows:

Contracts (Rights of Third Parties)

A person who or which is not party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance, Chapter 623 of Hong Kong law to enforce any provision of this Agreement.

(v) 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 Personal Data (Privacy) Ordinance (“PDPO”) and all subsidiary legislation and regulations issued under the PDPO, whether now or in the future.

(vi) 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 associated company to be in breach of any applicable data protection law; in particular, the PDPO and all subsidiary legislation and regulations issued under the PDPO, whether now or in the future.

(vii) 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 associated

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 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 associated company to be in breach of any applicable data protection law; in particular, the PDPO and all subsidiary legislation and regulations issued under the PDPO, 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 Hong Kong, the Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- 3.2. The User submits to the non-exclusive jurisdiction of the courts of Hong Kong 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 Hong Kong 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 Hong Kong 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 Hong Kong 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 Hong Kong are commenced may be effected in any manner permitted for communications hereunder.