

UOB BUSINESS INTERNET BANKING SERVICE AGREEMENT

COUNTRY ADDENDUM (MALAYSIA)

1. This is the Country Addendum (Malaysia) to the UOB Business Internet Banking Service Agreement (the “**Agreement**”).
2. For the purpose of this Country Addendum (Malaysia), the word “us”, “we”, “our” or “ours” refers to United Overseas Bank (Malaysia) Bhd (271809 K).
3. Where any Services are provided to Customers in or into Malaysia, the Agreement shall be amended or supplemented in relation to such Services as follows:
 - (I) The following provision shall be inserted after Clause 3.1(b) of the Agreement:-
 - (c) subscribe to other e-payment services initiated by the Payments Network Malaysia Sdn Bhd (“**PayNet**”) offered by us through the Service which include, amongst others, JomPAY and the Financial Process Exchange (“**E-Payment Service**”).

In so far as Clause 3.1(c) is concerned, the Customer may submit to us their application for the E-Payment Service in the form prescribed by us from time to time together with such supporting documents as we deem fit. We may decline the Customer’s application without giving any reason. In addition, the Customer agrees that the use of the E-Payment Service is also subject to PayNet’s procedures and terms and conditions governing the use of the E-Payment Services as set out at PayNet’s official website at <http://www.paynet.my> which may be subject to amendment by PayNet from time to time.

- (II) The following provisions shall be inserted after sub-clause (c) in Clause 8.5 of the Agreement and the word “and” at the end of sub-clause (b) shall be deleted and inserted at the end of sub-clause (c):-
 - (d) in addition to observing the Customer’s obligation as spelt out in Clause 8.1, the Customer further undertakes that the Customer shall :
 - (i) observe to the fullest the terms of the Agreement;
 - (ii) not act fraudulently in relation to provision and operation of any Account, the Business Internet Banking and/or Services;
 - (iii) take reasonable steps to keep Security Token secure at all times; and
 - (iv) report any breach of security of Password or the loss of Security Token to us as soon as practicable, upon becoming aware of the breach or loss respectively.

- (III) The following provisions shall be inserted after Clause 10.4 of the Agreement:
 - 10.5 We can, at any time vary the fees, charges or handling charges by giving the Customer twenty one (21) days’ prior notice, either through the Customer’s statement of account, eStatement or by way of posting on our official website at www.uob.com.my or in any other manner that we may choose.
 - 10.6 If the Customer does not accept the variation, the Customer must cease and terminate the Business Internet Banking and/or the

Services within seven (7) days from the date of notification. Otherwise, the Customer will be deemed to have accepted and agreed to such variation.

- (IV) The following provisions shall be inserted after sub-clause (g) in Clause 11.1 of the Agreement and the word "or" at the end of sub-clause (f) shall be deleted:-
- (h) our auditors, solicitors, and professional advisors;
 - (i) any actual or potential participant or sub-participant in relation to any of our obligations under the banking agreement between you and us, or assignee, novatee or transferee (or any officer, employee, agent or adviser) of any of them;
 - (j) any person to whom we or any members of UOB Group Bank is permitted or required to disclose to under the law of any country; or
 - (k) the Central Credit Bureau or any other authority or body established by Bank Negara Malaysia or any other authority having jurisdiction over us.
- (V) The following provision shall be inserted after Clause 11.2 of the Agreement:-
- 11.3 This Clause 11 shall survive termination of this Agreement.
- (VI) Clause 12.1 of the Agreement shall be amended and read as follows;
- 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, by giving prior notice of its intention to the Customer.
- (VII) Clause 12.9 of the Agreement shall be amended and read as follows:
- The UOB Group Bank may change hours of operation of Business Internet Banking by giving prior notice of its intention to the Customer. The UOB Group Bank shall use reasonable endeavours to ensure that Business Internet Banking will be available during the times set out in Business Internet Banking or elsewhere provided that nothing herein shall be considered or be deemed as a warranty by the UOB Group Bank that Business Internet Banking will be available (whether uninterrupted or available at all) during such specified times.
- (VIII) Clause 13.1 of the Agreement shall be amended and read as follows:
- In addition and without prejudice to any other right or remedy which we may have (at law or otherwise), so long as we act in good faith in acting upon or carrying out any Instruction, we shall not be liable to the Customer in any respect for any Loss suffered by the Customer caused by or arising in any way from our execution or implementation of that Instruction or any matter arising therefrom.
- (IX) Clause 13.2 of the Agreement shall be amended and read as follows:
- Provided that the Customer has fulfilled the Customer's obligation as provided in Clause 8.5, we shall not be liable to the Customer for any Loss caused by or arising from any one or more of the following events or matters, howsoever caused or occurring:
- (X) Sub-clause (l) in Clause 13.2 of the Agreement shall be deleted.
- (XI) The following sub-clauses in Clause 13.2 of the Agreement shall be amended and read as follows:

- (b) any telecommunications, computer or other electronic equipment or system not owned, operated or maintained by the UOB Group Bank, including but not limited to:
 - (i) the inability or failure of any such software, equipment or system to accept and/or recognise and/or properly and accurately store, process and/or transmit dates or data incorporating or relying on dates, or the processing, storage and/or transmission of any inaccurate date or data by virtue of such inability or failure of any such equipment or system;
 - (ii) the failure of any such software, equipment or system (including any terminal) to accept, recognise or process any Password or User ID or Instruction; and
 - (iii) the transmission of any virus to any such software, equipment or system;
 - (n) any cessation, interruption or delay in transmission or any wrongful interception of any Instruction through any telecommunications, computer or other electronic equipment or system which are not owned, operated or maintained by us ;
 - (p) any cessation of Business Internet Banking;
- (XII) Clause 13.5 of the Agreement shall be amended in so far as the time frame for the Customer to make a claim or legal proceeding against us where it shall be based on the time limitation as set out in the Limitation Act 1953.
- (XIII) The following provision shall be added to Clause 16.1 by way of additional paragraph:-
- For the avoidance of doubt, we will give twenty one (21) days' prior notice to the Customer in respect of any amendments, variations or supplemental referred to in the preceding paragraph. If the Customer does not accept the amendments, variations or supplemental, the Customer must terminate the use of the Service within seven (7) days from the date specified in the notice or from the date of the notice, as the case may be, otherwise the Customer will be deemed to have accepted and agreed to such amendments, variations or supplemental and such amendments, variations or supplemental will be binding on the Customer.
- (XIV) Clause 16.4 shall be amended and read as follows:
- The Agreement is available in Bahasa Malaysia and English. You may request the Agreement in your preferred language.
- (XV) The following clause shall be inserted after Clause 16.12 of the Agreement:
- 16.13 In the event of any conflict or inconsistency between this Country Addendum (Malaysia) and the Agreement, the provision of this Country Addendum (Malaysia) will prevail over the Agreement, to the extent of such conflict or inconsistency.
- (XVI) Clause 20.2 shall be deleted and replaced with the following provision:
- 20.2 The Customer confirms that it has received, read, understood and agreed to be bound by the Privacy Notice issued by us (which is available at our branches as well as at our website, www.uob.com.my ("**UOBM Website**") as may relate to the processing of your Personal Data. For the avoidance of doubt, the Customer agrees that the said Privacy Notice shall be deemed to be

incorporated by reference into this Agreement. “**Personal Data**” may include, but is not limited to, the name of the Customer, its directors, shareholders, proprietors’, partners, authorised signatories and officers (collectively, “third parties”), the third parties’ address, occupation, contact details, information captured on security systems (including a recording of the third parties’ image on Closed Circuit Television (CCTV)), the third parties’ information contained in the Operating Account held by the Customer either singly or jointly with any other person and any Customer’s transactions with the Bank;

(XVII) The following clauses shall be inserted after Clause 20.4 of the Agreement:

20.5 The Customer agrees and consents that we may transfer the Personal Data outside of Malaysia. All Personal Data held by us and the UOB Group Bank will be accorded a reasonable level of protection against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or deletion.

20.6 In the event the Customer provides Personal Data relating to third parties, including data relating to its next-of-kin and dependents (where the Customer is an individual) or data relating to its directors, shareholders, officers, individual guarantors and security providers (where the Customer is a corporation), for the purpose of opening or operating the Services, with us or otherwise subscribing to our products and services, the Customer:

- (a) confirms that it has obtained their consent or are otherwise entitled to provide this data to us and for us to use it in accordance with this Agreement;
- (b) undertakes that it has informed the said third parties to read the Privacy Notice at the UOBM Website;
- (c) has informed the said third parties:-
 - (i) that we may collect or verify their personal and financial data with third party sources;
 - (ii) that we may disclose their personal data to classes of third parties described in our Privacy Notice;
- (d) agrees to ensure that the personal and financial data of the said third parties is accurate;
- (e) agrees to update us in writing in the event of any material change to the said personal and financial data; and
- (f) agrees to our right to terminate this Agreement and the Services should such consent be withdrawn by the said third parties.

20.7 Where the Customer instructs us to effect any sort of cross-border transaction (including to make or receive payments), the details relevant to the cross-border transaction (including data relating to those involved in the said transaction) may be received from or sent abroad, where it could be accessible by overseas regulators and authorities in connection with their legitimate duties (e.g. the prevention of crime). In instructing us and/or our agents to enter into any cross-border transaction on the Customer’s behalf, the Customer agrees to the above said disclosures on its behalf and others involved in the said cross-border transaction.

- 20.8 Additionally, but always subject to any laws (including regulations, guideline and/or obligations) applicable to us and the UOB Group Bank (whether in or outside Malaysia), the Customer agrees that we and the UOB Group Bank, and our merchants and strategic partners may contact the Customer about products, services and offers, which we believe may be of interest to the Customer or benefit the Customer financially. Notwithstanding the foregoing, we will only disclose the Personal Data (excluding data relating to the Customer's affairs and the Services) with our merchants and strategic partners where the Customer's express prior consent has been obtained.
- 20.9 The Customer may choose not to receive any direct marketing materials from us and the UOB Group Bank by writing in to us at 'Personal Financial Services, P.O Box 13525, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur' (or such other address notified by us) with the Customer's request and we will abide by the Customer's latest written instruction to us.
- 20.10 The Customer acknowledges that certain communications such as statement of account and the UOBM Website contain standard information regarding our other products and services that cannot be removed without affecting the delivery/provision of our services and/or products, the operation of the Services and/or facilities with us, and/or without imposing additional costs to the Customer.
- 20.11 The Customer is entitled to request in writing:
- (a) for any information in relation to the Personal Data that we hold or store, upon payment of a prescribed fee;
 - (b) for any information held or stored by us to be updated, amended and/or
 - (c) for us to limit the processing of the Personal Data held or stored by us; and
 - (d) to make an enquiry or complaint in respect of our processing of the Personal Data.

For requests under (a) or (b), you may make a request to us via our Data Access Request Form or Data Correction Request Form respectively. These forms are available at our branches as well as at the UOBM Website.

The Customer may direct their requests to any of our branches or 'Customer Communications Management, P.O. Box 11212, Menara UOB, Jalan Raja Laut, 50738 Kuala Lumpur'.

We may charge a fee for processing the Customer's request for access or correction. We may also refuse to comply with the Customer's request in respect of (a) or (b) above if the information supplied by the Customer is insufficient (as determined by us) or where such request may breach or violate any law or regulation or any other reason which we deem not to be in our interest to do so. If we refuse to comply with such request, we will inform the Customer of our refusal and reason for our refusal.

- 20.12 The Customer is responsible for ensuring that the information the Customer provide us is accurate, complete and not misleading and that such information is kept up to date.
- 20.13 Please note that if the Customer subsequently withdraws the Customer's consent to process the Personal Data as given earlier to us, as we will not be able to process and/or disclose the Personal Data in relation to the purposes set out in the Privacy Notice, we will

have the right to not provide or discontinue the provision of any product, service, the Services and/or facilities that is linked to such Personal Data.

20.14 We reserve the right to amend this Clause 20 from time to time at our sole discretion and shall provide prior notification to the Customer in writing and place any such amendments on the UOBM Website or by placing notices at the banking halls or at prominent locations within our branches or by such other means of communication deemed suitable by us.

20.15 This Clause 20 shall be without prejudice to any other clause in this Agreement which provides for the disclosure of data.

(XVIII) The following provisions shall be inserted after Clause 20 of the Agreement:

21. COMPLAINTS/ DISPUTES RESOLUTION

21.1 In so far as the Services are rendered in Malaysia, the event that the Customer have any complaint to lodge or dispute to raise, please specify the nature of such complaint or dispute and refer such matter to:-

UOB Call Centre

PO Box 11212

50738 Kuala Lumpur

E-mail : uobcustomerservice@uob.com.my

by providing information related to affected Account, date of the disputed transaction and the reason why Customer believes that it is a disputed transaction.

21.2 Complaint Handling and Investigation

21.2.1 Once we have received the Customer's complaints or claims with the information required in Clause 21.1 above, we will endeavour to respond to the Customer within fourteen (14) Banking Days from the date of our receipt of such complaints or claims from the Customer.

21.2.2 The Customer fully understand and agree that the said fourteen (14) days is subject always to us receiving all supporting documents that we may require from the Customer in order for us to proceed and complete our investigations.

21.2.3 In the event that we are unable to resolve the Customer's complaints or claims within the stipulated timeframe, we will notify the Customer in writing at the Customer's last known address in our system for any extension of time which shall not in any case exceed thirty (30) days from the date of the lodgment of the complaint or claims.

21.2.4 Pending completion of investigation of the Customer's complaint or claims beyond the time period stated in Clause 21.2.1 and 21.2.2, we shall:

- (i) credit full amount of the disputed transaction or a maximum of RM5,000, whichever is lower (including any interest or profit where applicable) into the Account no later than 14 days from the date specified in Clause 21.2.1 and 21.2.2; and
- (ii) if the disputed amount is more than RM5,000, credit the remaining disputed amount (including any interest or profit where applicable) no later than 30 days from the date the amount referred to in Clause 21.2.4(i) above was credited into the Account.

21.3 The Customer acknowledges that in the event we believe or have reason to believe that any claims or information provided by the Customer to us in relation to a complaint or dispute are false and inaccurate, we reserve the right to reject such claims or information and we may take such actions that are available to us against the Customer.

22. GST

22.1 The Customer is liable to pay for any goods and services tax or other taxes or levies which as at the date of the Services or at any date subsequent to the date of the Services, is required by law (including the Goods and Services Tax Act 2014) or regulations, guidelines, decisions or directives issued under such laws (and shall include any amendments made to such laws, regulations, guidelines, decisions or directives) to be paid to anybody or authority having jurisdiction over us, in respect of any moneys charged or incurred by us in relation to and/or in connection with the Service. Unless otherwise stated by us at any time, any fees and charges notified to the Customer is inclusive of any applicable goods and services tax at the prevailing rate. Where we have stated otherwise, the Customer shall be liable to pay the applicable goods and services tax in addition to our fees and charges.

22.2 Any goods and services tax or other taxes or levies incurred by us in relation to the Service and any other goods or services provided under the Service shall be borne by and charged to the Customer and in the event that we shall effect any payment, the Customer shall be liable to reimburse us for such amounts paid.

23. Governing Law And Jurisdiction

23.1 In so far as any Services are provided to Customers in or into Malaysia, this Agreement shall be governed by and construed in accordance with the laws of the Malaysia.

23.2 The Customer submits to the non-exclusive jurisdiction of the courts in Malaysia with respect to any legal proceedings which may be initiated in connection with this Agreement.

23.3 The Customer shall not commence or continue any legal proceedings against any UOB Group Bank in any jurisdiction other than in Malaysia 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 Singapore 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 Singapore seek that UOB Group Bank's agreement to submit to that foreign jurisdiction with respect thereto.

23.4 Service of any process or document by which any proceedings in any court in Malaysia are commenced may be effected in any manner permitted for communications hereunder.