

UOB BUSINESS INTERNET BANKING SERVICE AGREEMENT

COUNTRY ADDENDUM (VIETNAM)

1. This is the Country Addendum (Vietnam) to the UOB Business Internet Banking Service Agreement (the “**Agreement**”).
2. Where any Services are provided to Customers in or into Vietnam, the Agreement shall be amended or supplemented in relation to such Services as follows.
3. 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 a reliable electronic signature (pursuant to the Law on E- Transactions No. 51/2005/QH11 and its guiding instruments, as amended or supplemented from time to time) of the Customer or a Company Signatory on behalf of the Customer.
4. Clause 4.1 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 using the appropriate User ID(s) and Password(s) in accordance with the terms of this Agreement, such acceptance of which shall mean that UOB Group Bank has ensured the authenticity and identification of the Customer and Customer User as reasonably necessary.
5. Clause 4.3 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 under no further obligation 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.
6. Clause 5.2 shall be deleted and replaced as follows:
 - 5.2 Security Tokens, including any intellectual property rights in connection thereto, issued or provided by a UOB Group Bank shall at all times remain the property of that UOB Group Bank and shall be returned to that UOB Group Bank on demand, and neither the Customer nor the Customer Users will acquire any rights.
7. The following paragraph (d) shall be inserted in Clause 5.4 of the Agreement as follows:
 - (d) immediately notify any loss and damage to the Security Token.

8. Clause 7.3 shall be deleted and replaced as follows:
- 7.3 The Customer and/or the Customer Users must notify the relevant UOB Group Bank immediately if the Customer or any Customer User knows of or suspects any unauthorised access to Business Internet Banking and/or the Services or any unauthorised transaction or Instruction or if the Customer suspects someone else knows the User ID and Passwords of one or more of the Customer Users and/or has access to their Security Tokens. In the event of any such breach or suspected breach of security, the Customer must ensure that all the Customer Users change their Passwords immediately. The Customer agrees to immediately comply with all reasonable requests for assistance from the relevant UOB Group Bank and/or the authorities (including the police, among others) in trying to recover any losses or identify actual or potential breaches of security.
9. The following clause shall be inserted in Clause 8 of the Agreement:
- 8.8 The Customer undertakes that, when using Business Internet Banking out of Vietnam, the Customer shall comply with Vietnam's Ordinance on Foreign Exchange Control No. 28/2005/PL-UBTVQH11 and its guiding instruments, as amended or supplement from time to time, and/or any requirement of the country or region where the Customer utilises Business Internet Banking. The Customer shall assume all the risks associated with its use of Business Internet Banking outside of Vietnam.
10. Clause 11.1 shall be deleted and replaced as follows:
- The Customer expressly 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 (and the Customer shall obtain such Customer User's consent to such disclosure), any Account or any Instruction at any time and from time to time to:
- (a) any UOB Group Bank and any person which is deemed to be a related person of any UOB Group Bank by virtue of Article 4.17 of Vietnam's Law on Enterprises No. 68/2014/QH13 and its guiding instruments, as amended or supplemented from time to time, or other Applicable Laws;
 - (b) any Customer Affiliate which accesses and utilises Business Internet Banking and Services;
 - (c) all courts, governmental agencies and lawful authorities in Vietnam 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;
 - (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 depository system for the purposes of storing or transferring such information to any UOB Group Bank;

- (h) to any UOB Group Bank's professional advisors;
- (i) any debt collection agency, credit bureau established in accordance with the laws of Vietnam; or
- (j) 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 willful default of the UOB Group Bank or its relevant Officer(s).

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:

- (k) 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 board of management or bodies legally representing such entity; or
- (v) has the right to manage the business of such entity.

11. The following clauses are to be inserted in Clause 11 of the Agreement:

11.3 The Customer represents and warrants that the information provided by the Customer to any UOB Group Bank does not constitute a State secret under the laws and regulations applicable to the protection of State secrets in Vietnam.

12. Clause 12.1 shall be deleted and replaced as follows:

12.1 Business Internet Banking may be suspended or terminated by the UOB Group Bank at any time for any reason either with respect to any Service or any service or facility provided through Business Internet Banking or generally, with notice being given to the Customer as soon as practicable.

13. Clause 12.4 shall be deleted and replaced as follows:

12.4 Any UOB Group Bank may terminate this Agreement with immediate effect by notice to the Customer, if the Customer commits a material breach of this Agreement or the Customer, under applicable Vietnamese laws: (a) becomes or is deemed insolvent; (b) becomes or is deemed unable to pay its debts; (c) files for bankruptcy or has been declared bankrupt pursuant to a court order; (d) has an assets management manager or an assets management and liquidation enterprise appointed over any of its assets or undertakings; (e) enters into an arrangement with any creditors or class of creditors; (f) enters into a rehabilitation plan on business operations; or (g) ceases to do business.

14. Clause 12.9 shall be deleted and replaced as follows:
 - 12.9 The hours of operation of Business Internet Banking shall be 24 hours, 7 days a week, other than periods during which Business Internet Banking is suspended. The total time during which Business Internet Banking may be suspended will be no more than 300 hours in a year. In the event of breakdown, the UOB Group Bank shall recover the operation of Business Internet Banking within 24 hours or, if such recovery time is not possible, the UOB Group Bank shall use reasonable endeavours to recover such operation at the earliest time possible.
15. Clause 16.1 shall be deleted and replaced as follows:
 - 16.1 Any UOB Group Bank may amend, vary or supplement any terms or conditions of this Agreement by giving notice thereof to the Customer by any written means that UOB Group Bank deems fit in advance of such amendment, variation or supplement. Upon the Customer's receipt of such notice, the Customer's continued utilisation of Business Internet Banking will constitute the Customer's acceptance of such amendment, variation or supplement.
16. Clause 16.4 shall be deleted and replaced as follows:
 - 16.4 This Agreement has been prepared in both Vietnamese and English. In case of any discrepancy between the Vietnamese version and the English version, the Vietnamese version shall prevail.
17. Clause 16.5 shall be deleted and replaced as follows:
 - 16.5 Without prejudice to the generality of Clause 16.1 above, any and all notices to be given under this Agreement may be communicated by post, facsimile transmission, electronic mail or through Business Internet Banking or by online messages posted on the Website. If by post the notice will be taken to have been received five (5) days after posting by the UOB Group Bank to the postal address most recently notified by the Customer and if by facsimile transmission, electronic mail, through Business Internet Banking or by online messages posted on the Website, immediately on despatch.
18. The following clause is to be inserted in Clause 16 of the Agreement
 - 16.13 The Customer shall not, without the written approval of the UOB Group Bank, in any way assign or transfer any or all of its rights or obligations under this Agreement to any third party.

The Customer hereby agrees that any UOB Group Bank may assign, transfer, or otherwise deal with any or all of its rights and obligations under this Agreement without any further consent from the Customer. The relevant UOB Group Bank shall notify the Customer of such assignment and/or transfer. The Customer further agrees that it shall execute any document and take any action, or perform any necessary procedure as required by the UOB Group Bank to effect such assignment and/or transfer.
19. Clause 19.4 shall be deleted and replaced as follows:
 - 19.4 Service of any process or document by which any proceedings in any court in the country stated in the applicable Country Addendum are commenced shall be effected in accordance with Vietnam's Civil Procedure Code No. 92/2015/QH13, as amended or supplemented from time to time.

20. The following clauses are to be inserted in Clause 20 of the Agreement:

20.5 Personal Data of the Customer held by the UOB Group Bank in Vietnam shall be kept confidential. However, in order to carry out the purposes listed in the UOB Privacy Notice (Corporate), the UOB Group Bank may share such



Personal Data with its related corporations and third parties whether in Vietnam or elsewhere according to Clause 11. When doing so, the UOB Group Bank will require them to ensure that the Personal Data disclosed to them are kept confidential and secure.