

## ADDENDUM (HONG KONG)

- 1. This is the Addendum (Hong Kong) to the UOB Business Internet Banking Service Agreement (the "Agreement").
- 2. Where any Services are provided to Customers in or into Hong Kong, the Agreement shall be amended or supplemented in relation to such Services as follows:-
  - 2.1. All references to "Singapore" in the Agreement shall be replaced with "Hong Kong".
  - 2.2. "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.
  - 2.3. 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 an electronic signature (pursuant to the Electronic Transactions Ordinance (Cap. 553 of the Laws of Hong Kong) as amended or supplemented from time to time) of the Customer or a Company Signatory on behalf of the Customer.
  - 2.4. Clause 11.1(a) of the Agreement shall be deleted and replaced as follows:-
    - (a) any UOB Group Bank and any corporation which is deemed to be a "associated company" (as defined in the Companies Ordinance (Cap.622 of the Laws of Hong Kong) of any UOB Group Bank;
  - 2.5. Clause 16.13 shall be added as follows:-

If the Customer has any suggestion or complaint regarding the Services provided by the Bank, they can call the Customer Service Hotline or write to the Bank. Complaints will be dealt with in accordance with the Bank's complaint handling procedures.

2.6. Clause 17 (*Contracts (Rights of Third Parties*) of the Agreement shall be deleted and replaced as follows:-

## 17. Rights of Third Parties

A person who or which is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce any terms of this Agreement.

2.7 Clause 20.2 of the Agreement shall be deleted and replaced as follows:-

The Customer agrees to the UOB Privacy Notice (Corporate) (including any Notice to Customers relating to the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong)) (collectively "UOB Privacy Notice"), as may be amended from time to time. The Customer represents, undertakes and warrants that it shall comply with its obligations under the UOB Privacy Notice.

## 3. Governing Law And Jurisdiction

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

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- 3.2. The Customer submits to the non-exclusive jurisdiction of the courts of the Hong Kong 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 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 Customer 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 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.