

UOB BUSINESS INTERNET BANKING MASTER SERVICE AGREEMENT

COUNTRY ADDENDUM (MYANMAR)

1. This is the Country Addendum (Myanmar) to the UOB Business Internet Banking Master Service Agreement (the "Agreement").
2. Where any Services are provided to Customers in or into Myanmar, 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 an electronic signature (pursuant to the Electronic Transaction Law 2004) of the Customer or a Company Signatory on behalf of the Customer.
4. The following clause is to be inserted in Clause 8 of the Agreement:
 - 8.8 The Customer undertakes that, when using Business Internet Banking out of Myanmar, the Customer shall comply with the Foreign Exchange Management Law 2012 as well as regulations or notifications issued pursuant to the Foreign Exchange Management Law 2012, as amended or supplemented from time to time, and all applicable laws of Myanmar. The Customer shall assume all the risks associated with its use of Business Internet Banking whether inside or outside of Myanmar.
5. Clause 11.1 shall be deleted and replaced as follows:
 - 11.1 The Customer expressly and irrevocably 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 body corporate"¹ of any UOB Group Bank, or the equivalent of a "related body corporate" under the applicable company legislation in Myanmar, as amended or supplemented from time to time;
 - (b) any Customer Affiliate which accesses and utilises Business Internet Banking and Services;

¹ "related body corporate" means, in relation to any UOB Group Bank, (A) a holding company of that UOB Group Bank; (B) a subsidiary of that UOB Group Bank; or (C) a subsidiary of a holding company of that UOB Group Bank, wherein "subsidiary" shall mean: as (A) a company in which another company: (I) controls the composition of the board of the first-mentioned company; (II) is in a position to exercise, or control the exercise of, more than one-half the maximum number of votes that can be exercised at a meeting of the first-mentioned company; (III) holds more than one-half of the issued shares of the first-mentioned company, other than shares that carry no right to participate beyond a specified amount in a distribution of either profits or capital; or (IV) is entitled to receive more than one-half of every dividend paid on shares issued by the first-mentioned company, other than shares that carry no right to participate beyond a specified amount in a distribution of either profits or capital; and (B) a subsidiary of the first-mentioned company will also be a subsidiary of the second-mentioned company.

- (c) all courts, governmental agencies and lawful authorities in Myanmar 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 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) any UOB Group Bank's professional advisors; or
- (i) 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 wilful 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:

- (i) in which the Customer directly or indirectly owns more than half the capital or business assets, or which directly or indirectly owns more than half the capital or business assets of the Customer; or
- (ii) in which the Customer directly or indirectly has the power to exercise fifty percent (50%) or more of the voting rights in such entity, or which directly or indirectly has the power to exercise fifty percent (50%) or more of the voting rights in the Customer; or
- (iii) in which the Customer directly or indirectly has the legal power to direct or cause the direction or general management or affairs of the entity in question, or which directly or indirectly has the legal power to direct or cause the direction or general management or affairs of the Customer; or
- (iv) in which the Customer directly or indirectly has the power to appoint more than half the members of the board of directors or bodies legally representing such entity, or which directly or indirectly has the power to appoint more than half the members of the board of directors or bodies legally representing such entity; or
- (v) in which the Customer directly or indirectly has the right to manage the business of such entity, or which directly or indirectly has the right to manage the business of the Customer.

6. 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 Myanmar.
7. 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 the laws of any applicable jurisdiction: (a) becomes or is deemed insolvent; (b) becomes or is deemed unable to pay its debts; (c) files for winding up or has been declared insolvent pursuant to a court order; (d) has a liquidator or a committee (formed by the liquidator) appointed over any of its assets or undertakings; (e) enters into an arrangement with any creditors or class of creditors; (f) enters into judicial management (to the extent such a concept applies under the applicable company legislation in Myanmar); (g) enters into any rescue or rehabilitation proceedings; or (h) ceases to do business.
8. Clause 18.1 shall be deleted and replaced as follows:
- 18.1 The UOB Group Banks are required to act in accordance with the laws and regulations operating in Singapore and various jurisdictions (including Myanmar) which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions (“Regulations”). Any UOB Group Bank may take any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with the Regulations.
9. 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 Myanmar are commenced shall be effected in accordance with Myanmar’s Civil Procedure Code, as amended or supplemented from time to time.