



UOB BUSINESS INTERNET BANKING SERVICE AGREEMENT

COUNTRY ADDENDUM (CANADA)

1. This is the Canada Country Addendum to the UOB Business Internet Banking Service Agreement.
2. Where any Services are provided to Customers in or into Canada, the Agreement shall be amended or supplemented in relation to such Services as follows:

- (i) The definition of "Applicable Laws" in Clause 1.1 of the Agreement shall be deleted and replaced as follows:

"Applicable Laws" means all statutes, laws, rules, regulations, directives, circulars, notices, by-laws, guidelines, guidance, codes of conduct, voluntary codes of conduct (whether of governmental body or authority or self-regulatory organisations in relation to which any UOB Group Bank is a member, or otherwise), whether in or outside Singapore which are applicable to any UOB Group Bank and/or the Customer and/or to which any UOB Group Bank and/or the Customer is subject.

- (ii) The following definition is added to Clause 1.1 of the Agreement in the applicable alphabetical order:

"Document" means any agreement, amendment (including an amendment to this Agreement), statement, disclosure, notice, request, consent, information, instruction, communication, instrument, service materials, or other document, including any of the foregoing made, drawn, accessed, sent, received, accepted, endorsed, negotiated, signed, or processed verbally or in paper or electronic form.

- (iii) Clause 13.5 shall be deleted and replaced as follows:

Without prejudice to anything herein, the Customer shall not make, and waives the right to make under any longer statute of limitations, any claim or commence any legal proceedings against any UOB Group Bank in respect of any Loss incurred or suffered by the provision or utilisation of Business Internet Banking or any transaction effected through Business Internet Banking for which that UOB Group Bank is liable to the Customer, more than one (1) year after the later of (i) the date when the event causing such Loss occurred; and (ii) the date of such transaction. Any liability of any UOB Group Bank to the Customer in respect of any such Loss shall be limited to the sum equivalent to one hundred times the prevailing monthly subscription fees for the Business Internet Banking Service.

- (iv) Clause 17 shall be deleted and replaced as follows:

Contracts (Rights of Third Parties)

This Agreement is only for the benefit of UOB Group Bank and the Customer, and is not intended to confer any legal rights, benefits, or remedies on any other person. There are no third party beneficiaries to this Agreement.

- (v) Clause 20.2 shall be deleted and replaced as follows:

The Customer agrees to the UOB Privacy Code, 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 Code as appended hereto.

The Parties agree to comply with all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions including all legislation governing the the protection of information about an identifiable individual applicable to the Parties or to any of the activities contemplated under this Agreement (“Applicable Data Protection Laws”).

- (vi) Clause 20.3 shall be deleted and replaced as follows:

Without prejudice to the foregoing sub-clauses, the Customer shall not do anything and not omit to do anything that will cause the UOB Group Banks and/or their related corporations to be in breach of any Applicable Data Protection Laws.

- (vii) Clause 20.4 shall be deleted and replaced as follows:

Notwithstanding anything to the contrary, the Customer undertakes to indemnify and at all times hereafter to keep the UOB Group Banks and their related corporations (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 Customer, 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 Customer, that causes the UOB Group Banks and/or any of their related corporations to be in breach of any Applicable Data Protection Laws.

- (viii) The following shall be added as a new Clause 21:

Electronic Documents and Consent

The Customer designates Business Internet Banking as its designated information system, and consents to the provision by UOB Group Bank, and receipt by the Customer, of any Document through that channel. The Customer recognizes that: (a) the Customer may revoke its consent under this provision at any time, in whole or in part; (b) the Customer is responsible for informing UOB Group Bank of any changes to a designated information system where UOB Group Bank is in a position to accept such instructions at UOB Group Bank’s discretion, and of any changes to the contact information related to any designated information system; (c) any Document will be held in accordance with UOB Group Bank’s enterprise record retention policy, and will be made available to the Customer during the applicable retention period; (d) the Customer is responsible for retaining a copy of each Document; and (e) this consent takes effect immediately. UOB Group Bank may provide the Customer with any Document in paper form if UOB Group Bank deems appropriate, or if UOB Group Bank is unable to provide the Document in electronic form through Business Internet Banking. The Customer is responsible for accessing the designated information system on at least a monthly basis, if applicable, in order to check for any notices provided pursuant to this Clause.

- (ix) The following shall be added as a new Clause 22:

Language

The parties acknowledge that they have required that this Agreement and all related documentation be drawn up in the English language.



Les parties reconnaissent avoir demandé que la présente convention ainsi que tous les documents qui s'y rattachent soient rédigés en langue anglaise.

3. Governing Law and Jurisdiction

- 3.1 Insofar as any Services are provided to Customers in or into Canada, the Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
- 3.2 The Customer submits to the non-exclusive jurisdiction of the courts of the Province of British Columbia 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 the Province of British Columbia 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 the Province of British Columbia 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 the Province of British Columbia 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 the Province of British Columbia are commenced may be effected in any manner permitted for communications hereunder.



United Overseas Bank Limited - Vancouver Branch Privacy code

At United Overseas Bank Limited, maintaining the confidentiality and security of personal information is an integral part of our commitment.

This Privacy Code informs you of our policies and procedures and how we put them into practice over how we collect use and disclose your personal information.

Scope

The Privacy Code is observed by all staff of United Overseas Bank Limited, Vancouver Branch with respect to personal information as defined in the Personal Data Protection and Electronic Documents Act (S.C. 2000, c. 5).

Key Principles

Our privacy policies and procedures apply to personal information of personal customers; including individuals carrying on business as sole-proprietors or in partnership with other individuals, and individuals that are connected to corporate and commercial accounts and consist of five guiding principles.

1. Collecting and Using Information

Before collecting information about you, we will explain how we intend to use it.

We will limit the information we collect to what we need for the purpose of undertaking a banking relationship with you, the customer and will use it only for this purpose.

Unless otherwise permitted or prohibited by law, we will obtain your consent (expressed or implied):

- if we wish to use your information for any other purpose; and
- before we collect information about you from third parties.

2. Releasing Information

We may provide your information to other persons:

- Where we have your consent (expressed or implied),
- Where the other parties are our suppliers or agents, who assist us in serving you,
- Where we source services from our home office or its affiliates to process information on its behalf,
- Where we are required or permitted to do so by law, or
- Where transfers of a business are involved.

3. Protecting Information

We may retain copies of your identity documents to comply with Canadian and our home office regulatory and legislative requirements with respect to record keeping.

Your information will be protected with appropriate safeguards and security measures.

We will retain your information only for the time it is required for the purposes explained.

4. Providing Information Access and Accuracy

Unless it is a situation described under Section 9 of the Personal Information Protection and Electronic Documents Act, we will give you access to the information we retain about you and we will take reasonable efforts to keep your information accurate and up-to-date.



5. Respecting and Responding to Your Privacy Concerns

We will explain your options for refusing or withdrawing consent to the collection, use and release of your information, and we will record and respect your choices.

We will investigate and respond to your concerns about any aspect of our handling of your information.

Why we need your Personal Information

When you apply for our product and services we will let you know that:

- besides your name, address and telephone number, we need other information to:
 - establish and verify your identity;
 - protect you and us from error and fraud;
 - understand your needs;
 - determine eligibility for products and services and to provide ongoing service;
 - comply with Anti-Money Laundering regulations;
 - conduct screening in accordance with Canadian and our home office regulatory and legislated requirements for prevention of crime, terrorism financing, corrupt practices, bribery, economic sanctions measures, and any other matters that banking regulatory authorities may require or impose on us from time to time;
 - comply with Canadian Revenue Agency requirements with regards to Common Reporting Standards and United States of America Foreign Accounts Tax Compliance Act; and
 - comply with legal requirements.
- we may verify some of the information you give us with your employer or your references.
- we may offer other products that are suitable to you.
- when opening an interest bearing account, the Income Tax Act requires us to ask for your Social Insurance Number or Business Number.
- we may ask for your foreign Tax Identification Number.
- we may ask for your financial information to support your credit line application and to allow us to assess your eligibility.
- we will make copies of identification documents for record purposes.

When do we obtain your consent

We obtain your consent before we:

- check your employment.
- obtain a credit report.
- offer you other products and services.
- obtain, use or disclose to other persons, information about you unless we are obliged to do so by law or to protect our interests.
- use your information in any way where you had not express or implied your consent.

When do we release your information

We are not in the business of selling any information about our customers but we may release your information in certain circumstances such as:

- with your consent.
- to our suppliers and service providers such as cheque printers and appraisers.
- when we are required by law.
- in the event that we sell part or all of our business.
- to our Head Office, other Branches and affiliates to facilitate processing.



How we protect your information

1. Protecting your information with appropriate safeguards and security measures.

We have security standards to protect our systems and your information against unauthorized access and use.

All our suppliers and agents, as part of their contracts with us, are bound to maintain your confidentiality and may not use the information for any unauthorized purpose.

When we provide information in response to a legal enquiry or order, we ensure that the order is valid and we disclose only information that is legally required.

Our staffs are familiar with the procedures that must be taken to personal information.

Protecting the confidentiality of your information is specified in our employment agreements and regularly confirmed in writing.

2. Retaining your information for only as long as it is required

The length of time we retain information varies depending on the product or service, the nature of the information and Canadian and our home office regulatory and legislative requirements.

This period may extend beyond the end of your relationship with us but only for so long as it is legally necessary for us to have sufficient information to respond to any issue that may arise at a later date.

When your information is no longer needed for the purposes explained to you, we have procedures to destroy, delete, erase or convert it to an anonymous form.

3. Auditing our procedures and security measures regularly to ensure that they are properly administered, effective and appropriate.

We subject ourselves to periodic self-assessment and our Internal Audit department carries out both regular and random inspections and reviews to ensure our procedures are effective.

How to address your Concerns

If you have any questions, concerns or problems about privacy, collection, retention, use or disclosure of information please follow the steps highlighted in Resolving your Complaints pamphlet or contact the Branch Compliance Officer at:

Tel: 604 662 7055
Mail: 2400-650 West Georgia Street
Vancouver BC, V6B 4N9.
Email: UOB.Vancouver@UOBgroup.com

You may also contact The Office of the Privacy Commissioner of Canada at:

Tel: 1-800-282-1376
Mail: 112 Kent Street, Ottawa,
Ontario K1A 1H3, or call toll-free at
Website: www.priv.gc.ca