

UOB BUSINESS INTERNET BANKING SERVICE AGREEMENT

COUNTRY ADDENDUM (BRUNEI DARUSSALAM)

1. This is the Brunei Darussalam Country Addendum to the UOB Business Internet Banking Service Agreement (“**the Agreement**”).
2. Where any Services are provided to Customers in or into Brunei Darussalam, the Agreement shall be amended or supplemented in relation to such Services as follows:-
 - (i) 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 Act, Cap. 196 as amended or supplemented from time to time) of the Customer or a Company Signatory on behalf of the Customer.
 - (ii) Clause 4.4 shall be amended by inserting the words “to the fullest extent permitted by law,” after the word “shall” at line 5.
 - (iii) Clause 4.8 shall be amended by inserting the words “to the fullest extent permitted by law,” after the word “shall” at line 2.
 - (iv) Clause 4.11 shall be amended by inserting the words “to the fullest extent permitted by law,” after the word “shall” at line 6.
 - (v) Clause 5.7 shall be amended by inserting the words “To the fullest extent permitted by law,” at the beginning of the Clause and the word “Each” at line 1 shall be amended to “each”.
 - (vi) Clause 7.5 shall be amended by inserting the words “to the fullest extent permitted by law,” after the word “shall” at line 7.
 - (vii) Clause 11.1(a) shall be amended by deleting the words “section 6 of the Singapore Companies Act, Cap. 50” and replacing them with the words “section 129A of the Companies Act, Cap. 39 as amended by the Companies Act (Amendment) Order 2016”.
 - (viii) Clause 13.1 shall be amended by inserting the words “to the fullest extent permitted by law,” after the word “shall” at line 3.
 - (ix) Clause 13.2 shall be amended by inserting the words “to the fullest extent permitted by law,” after the word “shall” at line 1.
 - (x) Clause 13.3 shall be amended by inserting the words “to the fullest extent permitted by law,” after the word “shall” at line 3.
 - (xi) Clause 13.5 shall be amended by inserting the words “to the fullest extent permitted by law,” after the word “shall” at line 8;
 - (xii) Clause 14 shall be amended by inserting the words “to the fullest extent permitted by law,” after the word “shall” at line 3.
 - (xiii) Clause 16.2 shall be deleted in its entirety and be replaced by the following:

“If any one or more of the provisions or part thereof contained in this Agreement should be or become illegal, invalid, void or unenforceable due to whatever



reason or reasons, such provisions or part thereof shall be severed from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions or such parts thereof shall not in any way be affected or impaired.”

(xiv) Clause 18.2 shall be amended by inserting the words “To the fullest extent permitted by law,” at the beginning of the Clause and the word “No” at line 1 shall be amended to “no”.

3. Governing Law And Jurisdiction

- 3.1 Insofar as any Services are provided to Customers in or into Brunei Darussalam, the Agreement shall be governed by and construed in accordance with the laws of the Brunei Darussalam and Clause 19.1 of the Agreement shall be so construed.
- 3.2 The Customer submits to the non-exclusive jurisdiction of the courts of Brunei Darussalam with respect to any legal proceedings which may be initiated in connection with this Agreement and Clause 19.2 of the Agreement shall be so construed.
- 3.3 The Customer shall not commence or continue any legal proceedings against any UOB Group Bank in any jurisdiction other than in Brunei Darussalam 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 Brunei Darussalam 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 Brunei Darussalam, seek that UOB Group Bank’s agreement in writing to submit to that foreign jurisdiction with respect thereto. Clause 19.3 of the Agreement shall be so construed.
- 3.4 Service of any process or document by which any proceedings in any court in Brunei Darussalam are commenced may be effected in any manner permitted for communications hereunder and Clause 19.4 of the Agreement shall be so construed.