



## **UOB BUSINESS INTERNET BANKING SERVICE AGREEMENT**

### **COUNTRY ADDENDUM (PHILIPPINES)**

1. This is the Philippine Country Addendum to the UOB Business Internet Banking Service Agreement.
2. Where any Services are provided to Customers in or into Philippines, 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 (as defined under Republic Act No. 8792 or the Electronic Commerce Act of 2000) of the Customer or a Company Signatory on behalf of the Customer.

- ii. Clause 8.8 shall be added as follows:

The Customer undertakes that, when using Business Internet Banking, the Customer shall comply with the Manual of Regulations on Foreign Exchange Transactions of the Bangko Sentral ng Pilipinas and other Applicable Laws, whether now or in the future. The Customer is required to keep itself informed of the applicable requirements.

The Customer further undertakes that, when using Business Internet Banking outside the Philippines, the Customer shall conform to any requirement of the country or region where the Customer utilizes Business Internet Banking. The Customer shall assume all the risks associated with the use of Business Internet Banking within or outside the Philippines.

- iii. Clause 10.2 shall be deleted and amended as follows:

Each UOB Group Bank shall be entitled to charge the Customer any goods and services tax or value-added or other similar tax imposed by any Applicable Laws (including Republic Act No. 8424 or the National Internal Revenue Code of the Philippines, as amended or supplemented from time to time) on any fees or charges payable by the Customer to the UOB Group Bank for the provision of the Services or other service by the UOB Group Bank to the Customer.

- iv. Clause 11.1 shall be deleted and replaced as follows:

The Customer consents to and 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, which may include Personal Data, to any of the following persons at any time and from time to time through any written, electronic, or other reasonable means:

(a) any UOB Group Bank and any corporation which is deemed to be a related corporation of any UOB Group Bank if permitted by the Bangko Sentral ng Pilipinas Manual of Regulations for Banks, 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 Philippines 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, subcontractors 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) to 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 of 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 supervisory board, 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 supervisory board, board of directors or bodies legally representing the Customer; 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.

The foregoing shall constitute the Customer's written and express consent and permission which may be required under applicable data privacy, secrecy and confidentiality laws in the Philippines or in other jurisdictions including, but not limited to, Republic Act No. 10173 or the Philippine Data Privacy Act ("DPA"), Republic Act No. 1405 or the Bank Secrecy Law, Republic Act No. 6426 or the Foreign Currency Deposit

Act, Republic Act No. 8791 or the General Banking Law, and Republic Act No. 9510 or the Credit Information System Act.

- v. Clause 15 shall be deleted and replaced as follows:

In the event that any UOB Group Bank is unable to observe or perform the terms of this Agreement, whether in whole or in part, by reason of causes beyond its reasonable control, including (but not limited to) Equipment or transmission link malfunction or failure, fire, flood, explosion, acts of elements, acts of God, acts of terrorism, war (declared or undeclared), accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, demands or requirements of the Philippine Government or any other government or authority, or by other causes which it cannot reasonably be expected to avoided, the performance of the UOB Group Bank's obligations as they are affected by such causes shall be excused for the duration of the abovementioned disabling events. The UOB Group Bank shall not be liable for any delay, loss, damage or inconvenience whatsoever and howsoever caused by or arising from or in connection with any of the abovementioned disabling events.

- vi. Clause 18.1 shall be deleted and replaced as follows:

The UOB Group Banks are required to act in accordance with the laws and regulations of the Philippines and various jurisdictions 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.

- vii. Clause 19 shall be deleted and replaced as follows:

- 19.1 This Agreement shall be governed by and construed in accordance with the laws of the Philippines.
- 19.2 The Customer submits to the non-exclusive jurisdiction of the courts of the Philippines with respect to any legal proceedings which may be initiated in connection with this Agreement.
- 19.3 The Customer shall not commence or continue any legal proceedings against any UOB Group Bank in any jurisdiction other than in the Philippines 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 Philippines 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 Philippines, seek that UOB Group Bank's written agreement to submit to that foreign jurisdiction with respect thereto.
- 19.4 Service of any process or document by which any proceedings in any court in the Philippines are commenced may be effected in accordance with the provisions of the Philippine Rules of Court and other Applicable Laws, whether now or in the future.

- viii. Clause 20 shall be deleted and replaced as follows:

- 20.1 The Parties agree to comply with the Data Privacy Act or Republic Act No. 10173 (the "DPA"), its Implementing Rules and Regulations ("DPA IRR"), and all applicable data protection and other laws to the same or similar purpose in all relevant jurisdictions, whether now or in the future.
- 20.2 The Customer consents and agrees to the UOB Privacy Notice (Corporate), 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

(Corporate).

- 20.3 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 the DPA, DPA IRR or any applicable data protection law, whether now or in the future.
- 20.4 The Customer warrants that the statements, information and supporting documents provided by the Customer or any Customer User to UOB Group Bank are true, correct and accurate and where the information or data provided was collected by the Customer or any Customer User from third party sources, the relevant consent has been secured by the Customer or any Customer User from the relevant parties to whom such information relates.
- 20.5 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 the DPA, DPA IRR and any applicable data protection law, whether now or in the future.
- 20.6 The Customer shall have the right to reasonable access, upon written demand, to Personal Data and the information shared under Clause 11.1. If the Personal Data kept or maintained by UOB or the information shared under Clause 11 is incorrect, inaccurate, or incomplete, the Customer shall supply the correct, accurate, or complete information in a timely manner. Written requests for access and correction may be submitted by the Customer to [UOB.Manila@UOBgroup.com](mailto:UOB.Manila@UOBgroup.com).