

UOB BUSINESS INTERNET BANKING SERVICE AGREEMENT

ADDENDUM (TAIWAN)

1. This is the Taiwan Country Addendum to the UOB Business Internet Banking Service Agreement (the "Agreement").
2. Where any Services are provided to Customers in or into Taiwan, the Agreement shall be amended or supplemented in relation to such Services as follows:
 - 2.1. 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 Signature Law, its enforcement rules and related regulations as amended or supplemented from time to time) of the Customer or a Company Signatory on behalf of the Customer.
 - 2.2. Clause 5.2 of the Agreement shall be deleted and replaced as follows:

Security Tokens issued or provided by a UOB Group Bank shall at all times remain the property of that UOB Group Bank and shall be returned to that UOB Group Bank on demand, and neither the Customer nor the Customer Users will acquire any rights whatsoever to such Security Tokens. All present and future intellectual property rights related to such Security Tokens shall remain the property of that UOB Group Bank and/or other relevant third parties approved by that UOB Group Bank.
 - 2.3. Clause 8.8 shall be added as follows:

The Customer undertakes that, when using Business Internet Banking, the Customer shall comply with the Foreign Exchange Regulation Act and other applicable laws and regulations of Taiwan, as amended or supplement from time to time. The Customer further undertakes that, when using Business Internet Banking out of Taiwan, 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 its using of Business Internet Banking outside of Taiwan.
 - 2.4. Clause 11.1 of the Agreement shall be deleted and replaced as follows:

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 corporation which is defined or deemed to be an "affiliate company" of any UOB Group Bank pursuant to the Company Act 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 Taiwan and elsewhere where the disclosure is required by the Applicable Laws;
- (d) the Joint Credit Information Center and other similar organizations established in accordance with the laws of Taiwan;
- (e) 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;
- (f) 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;
- (g) 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;
- (h) any depository system for the purposes of storing or transferring such information to any UOB Group Bank;
- (i) any UOB Group Bank's professional advisors; or
- (j) 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 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.

2.5. Clause 12.4 of the Agreement shall be deleted and replaced as follows:

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 ordered to be wound up by a court or competent authority; (d) files for bankruptcy or has been declared bankrupt pursuant to a court order; (e) has a liquidator or reorganizer appointed over any of its assets; (f) enters into an arrangement with any creditors or class of creditors; (g) files for reorganization or has been ordered to enter into reorganization proceeding by a court; or (h) ceases to do business.

2.6. Clause 13.5 of the Agreement shall be deleted and replaced as follows:

Without prejudice to anything herein and to the fullest extent permitted by Applicable Laws, the Customer shall not make 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.

2.7. Clause 16.1 of the Agreement shall be deleted and replaced as follows:

Any UOB Group Bank may amend, vary or supplement any terms or conditions of this Agreement by giving notice thereof to the Customer by any means that UOB Group Bank deems fit in advance of such amendment, variation or supplement. Upon the Customer's receipt of such notice, the Customer's continued utilisation of Business Internet Banking will constitute the Customer's acceptance of such amendment, variation or supplement.

2.8. Clause 20.2 of the Agreement shall be deleted and replaced as follows:

The Customer agrees to the UOB Privacy Notice (Corporate), which contains the information required to be disclosed to the owner of personal data to be collected by the UOB Group Bank, as may be amended from time to time. The Customer shall forward such information to the Company Administrator, the Company Signatory, the Company User and any of its personnel whose personal data will be collected by the UOB Group Bank for the purpose of this Agreement, and shall obtain their consent to such collection. The Customer represents, undertakes and warrants that it shall comply with its obligations under the UOB Privacy Notice (Corporate).

2.9. Clause 21 shall be added as follows:

21. Outsourcing of the system and the data process to UOB Group Bank

The Customer is aware and agrees that the management, operation process, development and maintenance of business internet banking system, and the data process of the system are outsourced to the information technology service and operation service internal parties of UOB Group Bank (hereafter as "UOB Head Office").

3. Governing Law And Jurisdiction

- 3.1. Insofar as any Services are provided to Customers in Taiwan, the Agreement shall be governed by and construed in accordance with the laws of Taiwan without regard to any conflict of law rules.
- 3.2. The Customer submits to the non-exclusive jurisdiction of the courts of Taiwan 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 Taiwan 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 Taiwan 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 Taiwan 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 Taiwan are commenced shall be effected in accordance with the Code of Civil Procedure, as amended and supplemented from time to time.