

## UOB BUSINESS INTERNET BANKING SERVICE AGREEMENT

### COUNTRY ADDENDUM (THE PEOPLE'S REPUBLIC OF CHINA)

1. This is the Country Addendum applicable for the People's Republic of China ("PRC") to the UOB Business Internet Banking Service Agreement (the "Agreement").
2. Where any Services are provided to Customers in or into the PRC, 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 a reliable electronic signature (as defined in Article 13 of the PRC Electronic Signature Law, promulgated on August 28, 2004, as amended or supplemented from time to time) of the Customer or a Company Signatory on behalf of the Customer.
4. The following definitions are to be inserted in Clause 1.1 of the Agreement:

"Beneficiary Banks" mean any and/or all bank(s) whose name has been listed on the Business Internet Banking and to whom payment may be made to bank accounts in these banks through Business Internet Banking.

"CNAPS" means China National Advanced Payment System.

"CNAPS Bank Code" means the bank institution code specifically designated for a bank or a licensed participant, which is developed, updated and published by the People's Bank of China from time to time and used in fund transfer and clearing through CNAPS between different banks or any other licensed participants in PRC or overseas.

“PRC” means the People’s Republic of China (for the purpose of this Agreement, not including Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan).

“UOBC” means United Overseas Bank (China) Limited, or its respective branch or sub-branch, as the case may be. As the context may require, UOBC means (i) in relation to each transaction carried out or transmitted through Business Internet Banking, UOBC to which the Instructions for that transaction relate or has its closest connection, or (ii) UOBC to which the Customer is or may be indebted or otherwise liable, or (iii) UOBC at which the Customer maintains its Account(s).

5. Notwithstanding the following words and expressions may have been defined in the Agreement, the following words and expressions shall have the meaning set hereunder:

(a) an “amendment” includes a supplement, novation or re-enactment and “amended” is to be construed accordingly;

“applicable law” means all statutes, laws, rules, regulations, guidelines, directives, circulars, notices, measures, (whether issued by a governmental, inter-governmental or supranational body or authority or self-regulatory organisations in relation to which UOBC is a member, or otherwise), whether in or outside the PRC which are applicable to UOBC and/or the Customer and/or to which UOBC and/or the Customer is subject;

the term “including”, “include” or “includes” shall be deemed to be followed by the phrase “but not limited to”;

an “instrument” includes any cheque, bill of exchange, note, bond, acceptance, instruction or order for payment or transfer, contract, certificate or other document;

a "person" includes any natural person, any firm, association of persons, corporation or entity;

(b) a provision of law is a reference to that provision as amended or re-enacted; and

(c) a clause is a reference to a clause of this Agreement.

6. The following content is to be inserted as the paragraph (c) of Clause 3.1 of the Agreement:

(c) in respect of trade services (unless otherwise agreed), upload information and supporting documents related to the Application (including without limitation trading contracts, constitutional documents of the Customer and other evidence or documents). For the avoidance of doubt, the Customer shall promptly prepare and provide the hard copy original (or the certified true copy affixed with the official seal of the Customer) of any document submitted through Business Internet Banking to that UOB Group Bank for its review and record if reasonably required by that UOB Group Bank.

7. Clause 4.1 shall be deleted and replaced as follows:

4.1 UOBC shall accept an Instruction (including the Instruction issued by a person of a third party who is authorized or appointed as the Customer User) only if the Instruction has been effected through Business Internet Banking using the appropriate User ID(s) and Password(s) in accordance with the terms of this Agreement.

~~8.~~ The following clause is to be inserted in Clause 4 of the Agreement:–

4.12 Where UOBC provides a list of Beneficiary Banks to whom payment may be made to bank accounts in these banks through Business Internet Banking, UOBC has the discretion to and may without prior notice to the Customer delete any Beneficiary Bank or amend such list of Beneficiary Banks. The Customer shall be solely responsible for ensuring the accuracy of the CNAPS Bank Code of the Beneficiary Bank in its

Instruction to UOBC.

9. Clause 5.2 shall be deleted and replaced as follows:

5.2 Security Tokens issued or provided by a UOB Group Bank shall at all times remain the property of UOBC shall be returned to UOBC on demand and neither the Customer nor the Customer Users will acquire any rights whatsoever to such Security Tokens. All present and future copyright and other intellectual property rights related to these Security Tokens shall remain the property of UOBC and/or other relevant third parties approved by UOBC.

10. The following clauses are to be inserted in Clause 6 of the Agreement:

6.3 The User ID and the Password shall remain effective until changed by the Customer or cancelled by UOBC.

6.4 In case a Password or a User ID is forgotten, the Customer shall forthwith notify UOBC of the loss of the Password or the User ID and change the Password or the User ID. In case special requirements are imposed by UOBC in respect of the notification of loss, the Customer shall follow such requirements.

11. The following clauses are to be inserted in Clause 8 of the Agreement:

8.5(d) where Business Internet Banking is provided to any other corporations, the Customer shall appoint at least one of its Company Administrators as a company administrator of all the other corporations.

8.8 The Customer undertakes that, when using Business Internet Banking out of PRC (including in Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan), the Customer shall conform to the regulations of the State Administration of Foreign Exchange and the People's Bank of China relating to the administration of foreign exchange (if applicable) and/or 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 in the judicial regions out of PRC.

- 8.9 The Customer further undertakes not to tamper with, modify, decompile, reverse engineer or otherwise alter or gain unauthorized access to any part of the Business Internet Banking or any software comprised in it. UOBC shall be entitled to terminate the use of the Business Internet Banking and/or the Service by the Customer without notice to the Customer and to take legal action against the Customer for breach of this undertaking.
- 8.10 With respect to Bulk Collection Services, the Customer agrees to appropriately handle any claim or dispute with its payer(s) without involving UOBC in the relevant claim or dispute.
- 8.11 When uploading information and supporting documents related to the Application under trade services (unless otherwise agreed), the Customer shall be deemed to represent and warrant that such information is true and accurate. The relevant UOB Group Bank assumes no liability for such information and the Customer undertakes to fulfil its obligations under all agreement(s) it has with the relevant UOB Group Bank.

12. The following clauses are to be inserted in Clause 10 of the Agreement:

- 10.5 All other agreements between the Customer and UOBC for the payment of fees, costs, charges, expenses and interests shall continue to be in force and shall be in addition to and not be affected by this Agreement in respect of payment of fees, costs, charges, expenses and interests in relation to Business Internet Banking.
- 10.6 The Customer agrees to be responsible for all charges incurred in accessing the Accounts through or otherwise using Business Internet Banking (including but not limited to any telephone charges and Internet service provider's charges).

- 10.7 All fees, costs, charges, expenses, interests and other amounts payable to UOBC under this Agreement shall be in Chinese Yuan unless otherwise agreed by UOBC.
- 10.8 UOBC shall be entitled to set off any payment due from UOBC to the Customer against any amount due from the Customer to UOBC. The Customer authorises UOBC to debit any of the Customer's Accounts to pay the amount due and owing by the Customer to UOBC.
- 10.9 UOBC shall not be liable for any claim, demand, action, proceeding, damage, liability, loss or expense which may be made against the Customer or which the Customer may incur or suffer arising from or in connection with:
- (a) any late payment due to the Customer's non-compliance with UOBC's directions, terms and requirements for effecting such payments;
  - (b) any failure whatsoever of any third party or agent or UOBC's nominated correspondent bank through whom any such payment is made to transmit payment to the intended payee; or
  - (c) any refusal or failure by UOBC to effect any payment by reason of an order of court or a notice, request, directive or order issued pursuant to any statute, regulation, or by-law (whether or not having the force of law).

13. Clause 11 of the Agreement is to be deleted and replaced as follows:

- 11.1 The Customer expressly and irrevocably authorises and permits UOBC and each of its Officers to divulge, reveal or disclose any or all of the particulars or 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:
- (a) UOBC and any corporation which is deemed to be a related corporation of UOBC;

- (b) any party other than the Customer which authorizes the Customer or is authorized by the Customer to operate, accesses and utilises Business Internet Banking and Services on the Customer's or such party's behalf;
- (c) with the consent of the Customer in respect of the disclosure, any person, body corporate, partnership, firm or other entity who or which accesses and utilises Business Internet Banking and Services;
- (d) all courts, governmental agencies and lawful authorities in the PRC and elsewhere where the disclosure is required by law;
- (e) any person which UOBC 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 UOBC 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 UOBC 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 depository system for the purposes of storing or transferring such information to UOBC;
- (h) to UOBC's professional advisors; or
- (i) any guarantor or surety of any indebtedness, liability or obligation of the Customer, including any person who provides any security to UOBC for any such indebtedness, liability or obligation; 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 or gross negligence of UOBC or its relevant Officer(s).

11.2 The provisions of Clause 11.1 are in addition to any other authorisations and consents of the Customer to UOBC with respect to the use and/or disclosure of information relating to the Customer, any Customer User, any Service or Account or any Instruction.

14. Clause 12.1 of the Agreement is deleted and replaced as follows:

12.1 To the extent permitted by applicable law, Business Internet Banking may be suspended or terminated by UOBC at any time either with respect to any Service or any service or facility provided through Business Internet Banking or generally, without any prior notice being given to the Customer. UOBC will publish the announcement of such matter according to relevant regulatory requirement (if required) on the Website.

15. Clause 13 of the Agreement shall be deleted and replaced as follows:

13.1 In addition and without prejudice to any other right or remedy which UOBC may have (at law or otherwise), to the extent permitted by applicable law, so long as UOBC acts in good faith in acting upon or carrying out any Instruction, UOBC shall not be liable to the Customer in any respect for any Loss suffered by the Customer caused by or arising in any way from UOBC's execution or implementation of that Instruction or any matter arising therefrom and notwithstanding any breach by UOBC of its obligations to the Customer.

13.2 Unless otherwise provided by applicable law, UOBC shall not be liable to the Customer for any Loss caused by or arising from any one or more of the following events or matters, howsoever caused or occurring:

(a) any incompatibility between the Customer's Equipment and Business Internet Banking, including but not limited to any adverse outcome, damage, loss, disruption, violation,



- irregularity or failure arising from the use of or reliance on computer hardware software, electronic devices, online networks and/or Internet browsers (such as Netscape or Microsoft);
- (b) any virus, default, defect, deficiency, harmful component or malfunction in the Security Token and/or any breakdown, disruption or failure of the Security Token or any software (including any BIB Software) or Equipment (whether or not owned, operated or maintained by UOBC, the Customer, any Customer User, or any other person and whether or not used in the provision or operation of any Account or Service), including but not limited to:
- (i) the inability or failure of any such software or Equipment to accept and/or recognise and/or properly and accurately store, process and/or transmit dates or data incorporating or relying on dates, or the processing, storage and/or transmission of any inaccurate date or data by virtue of such inability or failure of any such equipment or system;
  - (ii) the failure of any such software or Equipment to accept, recognise or process any Password or User ID or Instruction; and
  - (iii) the transmission of any virus to any such software or Equipment;
- (c) any unauthorised or negligent use and/or access to the information relating to the Customer's Account(s), Instructions and other instructions issued by the Customer to UOBC as a result of the Customer's use of Business Internet Banking (except where such access is obtained as a result of UOBC's gross negligence or wilful default);
- (d) any loss or theft of any Customer User's User ID(s), Password(s) and/or Security Token(s);
- (e) any failure or refusal by UOBC to effect any instructions given by the Customer or any Instructions, due to any order of court, notice, directive or any statute, regulation or by-law, or any other reason as may be deemed reasonable by UOBC;

- (f) any error(s) in transmission of the Customer's Instructions or any other instructions, data or information of the Customer's that ought to be transmitted through Business Internet Banking;
- (g) any inaccurate, garbled or incomplete Instructions or any other instructions, data or information that might be transmitted through the Business Internet Banking by the Customer or any Customer User to UOBC;
- (h) any failure of the Customer to follow the latest instructions, procedures, directions or recommendation for using the Business Internet Banking;
- (i) any delay in the payment, delivery or non-delivery of any document or material whatsoever under this Agreement, including any delay by third parties;
- (j) any delay or refusal by the Customer to execute Instructions or other instructions that might be transmitted through Business Internet Banking;
- (k) any loss resulting from the Customer's reliance on any news, reports or any other information that may be provided as part of, or by means of the Services or Business Internet Banking;
- (l) any loss associated with systems failures, processing errors, software defects, operating mistake, hardware breakdowns, capacity, inadequacies, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, hacking incidents, fraudulent actions and inadequate recovery capabilities which may arise despite UOBC's best efforts;
- (m) any disclosure of any information to third parties arising as a result of the Customer's or any Customer User's negligence or failure to keep the User ID(s), Password(s) and Security Token(s) confidential;

- (n) any cessation, interruption or delay in transmission or any wrongful interception of any Instruction through any Equipment (whether or not owned, operated or maintained by UOBC or by any other person and whether or not used in the provision or operation of any Account, Service or Business Internet Banking);
- (o) any corruption or loss of any data (whether stored in any Equipment, whether belonging to or operated by UOBC or the Customer) or Instruction or in the course of transmission thereof through any Equipment used or operated by UOBC or any other person whether or not in connection with any Account or the provision or operation of any Service or Business Internet Banking, including any errors generated in the transmission of any data or Instruction;
- (p) any cessation or interruption of the availability or operation of Business Internet Banking;
- (q) any failure or refusal of UOBC or any other person to accept or honour any Instruction;
- (r) any inaccuracy or incompleteness in any information obtained from the use of any facility or service comprising the Services; and
- (s) any breach of any of UOBC's obligations or duties to the Customer caused by or arising from any one or more of the events or matters set out in any one or more of the foregoing sub-paragraphs of this Clause 13.2.

13.3 Without prejudice to the generality of the foregoing and notwithstanding any provision to the contrary in this Agreement or in any other agreement between UOBC and the Customer, UOBC shall not in any event be liable to the Customer for any indirect or consequential Loss, or for punitive damages, whether arising from any breach of UOBC's obligations to the Customer or otherwise.

13.4 No representation or warranty is made or given by UOBC to the Customer or any

person and no obligation or liability is assumed by UOBC to the Customer or any person as regards the availability or continued availability or operation of any Service or any service or facility through Business Internet Banking or any Equipment (whether or not provided, operated or maintained by UOBC or otherwise) notwithstanding any provision to the contrary in this Agreement.

13.5 Without prejudice to anything herein and to the extent permitted by applicable law, the Customer shall not make any claim or commence any legal proceedings against UOBC 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 UOBC is liable to the Customer, more than three (3) 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 UOBC 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.

16. Clause 15 of the Agreement shall be deleted and replaced as follows:

15. In the event that UOBC 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, demands or requirements of PRC government or by other causes which it cannot reasonably be expected to avoid, the performance of UOBC's obligations as they are affected by such causes shall be excused for the duration of the abovementioned disabling events. UOBC 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.

17. The following sub-clauses in Clause 16 of the Agreement shall be deleted and replaced as follows:

16.4 This Agreement has been prepared in both Chinese and English. In case of any discrepancy between Chinese version and English version, the Chinese version shall prevail.

16.5 Without prejudice to the generality of Clause 16.1 above, any and all notices to be given under this Agreement may be communicated by post, facsimile transmission, electronic mail or through Business Internet Banking or by online messages posted on the Website. If by post the notice will be taken to have been received 5 days after posting by UOBC to the postal address most recently notified by the Customer and if by facsimile transmission, electronic mail, through Business Internet Banking or by online messages posted on the Website, immediately on despatch.

18. Clause 20.1 shall be deleted and replaced as follows:

20.1 The parties agree to comply with all applicable data protection and other laws to the same or similar purpose in of all relevant jurisdictions, in particular, the PRC Civil Code, the PRC Personal Information Protection Law, the PRC Data Security Law, and the PRC Cyber Security Law (collectively, "PRC Applicable Data Protection Laws") and all subordinated implementation rules and national standards (whether currently in force or to be promulgated in the future).

19. Clause 20.2 shall be deleted and replaced as follows:

20.2 The Customer agrees to the UOB Privacy Notice (Corporate), and in particular, the terms set out in the UOB Privacy Notice (Corporate) and Privacy Policy posted on the website of UOBC (<http://www.uobchina.com.cn>), as may be amended from time to time, and acknowledges that they form part of this Agreement. The Customer

represents, undertakes and warrants that it shall comply with its obligations under the legal documents mentioned above.

20. Clause 20.3 shall be deleted and replaced as follows:

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 any applicable data protection laws, in particular, the PRC Applicable Data Protection Laws and all their subordinated implementing rules and national standards (whether currently in force or to be promulgated in the future).

21. Clause 20.4 shall be deleted and replaced as follows:

20.4 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 User, 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, in particular, the PRC Applicable Data Protection Laws and all their subordinated implementing rules and national standards (whether currently in force or to be promulgated in the future).

22. Where Financial Supply Chain Management ("FSCM") services are provided to Customers by UOBC, on the basis of the applicable [UOB FSCM Internet Banking Service Agreement](#) ("FSCM

Agreement"), this Agreement shall be further amended or supplemented as follows based on the foregoing provisions and in accordance with the FSCM Agreement.

22.1 Following content shall be further supplemented and modified to the definition of "Services" :

- (i) an electronic means to complete and submit an Application (all terms from any application forms under relevant agreement(s) applicable to each Trade Product shall be deemed as a part of such Application);
- (ii) in respect of a sale and purchase of receivables, the Customer may complete and submit an Application through electronic means, identifying the receivables (amongst other things) that the Customer wishes to sell. If such Application is accepted by the UOB Group Bank, an electronic record of the assignment agreement will be formed;
- (iii) in respect of invoices evidencing debt obligations, uploading of the said invoices to Business Internet Banking and if required, receiving acceptances from the buyer, whether express or deemed by the buyer's act of uploading of the said invoices, that such invoices represent the buyer's obligation to pay the amounts set out in the invoice on the due date set out in the invoice. The buyer may also upload credit notes as referred to in sub-clause (v) below together with the corresponding invoices as a consolidated file as further defined in Clause 3.1(g). The buyer may also offer dynamic discounting of the invoices which it uploads, to the seller under Early Payment Discount;
- (iv) in respect of purchase orders, providing information of purchase orders using electronic means by uploading them to Business Internet Banking and if required, receiving acceptances that such purchase orders represent the seller's obligation to deliver such goods and/or provide such services as set out in the purchase order;

- (v) in respect of debit and/or credit notes, an electronic means of providing information on debit and/or credit notes by uploading them onto Business Internet Banking by way of seller's or buyer's act of uploading of the said debit and/or credit notes, that such debit and/or credit notes represent the buyer's acceptance of the amounts set out in the debit and/or credit notes. The buyer may also upload invoices as referred to in sub-clause (iii) above together with the corresponding credit notes as a consolidated file as further defined in Clause 3.1(g);
- (vi) in respect of the buyer's or seller's instructions to make payment (as the case may be), an electronic means of providing information on buyer's or seller's instructions to make payment by uploading payment files onto Business Internet Banking, such payment files represent the buyer's or seller's instruction (as the case may be) to the UOB Group Bank to process the payment instructions set out in the payment files;
- (vii) in respect of the above services, uploading information and supporting documents related to the Application, invoices, purchase orders, payment, credit note, debit note, consolidated file (including without limitation underlying contracts, constitutional documents of the Customer and other evidence or documents) through Business Internet Banking, and such information and supporting documents shall be subject to the Trade Product agreement(s) in each transaction. For the avoidance of doubt, the Customer shall promptly prepare and provide the hard copy original (or the certified true copy affixed with the official seal of the Customer) of any document submitted through Business Internet Banking to that UOB Group Bank for its review and record if reasonably required by any UOB Group Bank.

22.2 Clause 3.1 (Services) shall be deleted and replaced as follows:

3.1 The Services enable the Customer to:

- (a) view Accounts and initiate Instructions to any UOB Group Bank in relation to the services and facilities the Customer receives from such UOB Group Bank and the accounts and products that the Customer has with that UOB Group Bank, being



accounts, services, facilities and products which are from time to time the subject of Business Internet Banking;

- (b) initiate Applications, place orders and conclude contracts for or relating to services and products of any kind which that UOB Group Bank may offer from time to time and to agree to any other matter or thing with that UOB Group Bank;
- (c) upload and accept invoices. Where the Customer that uploads the invoice is the buyer under Early Payment Discount, the Services also enable the buyer to offer dynamic discounting to the seller in relation to the uploaded invoice;
- (d) upload and accept purchase orders;
- (e) upload debit and/or credit notes;
- (f) upload payment files;
- (g) upload and accept consolidated files containing a list of invoices and details of the said invoices and a list of corresponding credit notes and details of the said credit notes (collectively known as "Consolidated Files");
- (h) upload information and supporting documents related to the invoices and purchase orders.

22.3 Clause 8A.5 shall be deleted and replaced as follows:

In addition to and without prejudice to the generality of Clause 8A.1, in respect of the Service of uploading or accepting of invoices, where the Customer is the buyer under Supplier Finance, in the event that it uploads or accepts invoices, the Customer shall be deemed to have issued an irrevocable payment Instruction to the UOB Group Bank (all terms of the payment instruction under the relevant agreement(s) that applies to

the Trade Product shall be deemed simultaneously to be binding on the Customer) and agreed that the issuance of the payment Instruction constitutes:

- (a) a representation and warranty by the buyer that the payment Instruction is a true and accurate reflection of each invoice;
- (b) an irrevocable, legal, valid, transferable and binding obligation of the buyer to pay the applicable supplier/seller (or any assignee or transferee) the full amount of each invoice on the relevant maturity date / payment due date / invoice settlement date (as may be described in the relevant invoice);
- (c) an irrevocable and unconditional undertaking by the buyer to pay the aggregate of the full amount of the invoices to the UOB Group Bank; and
- (d) an irrevocable and unconditional authorization by the buyer to the UOB Group Bank to debit the full amount of the related invoices on the relevant maturity date / payment due date / invoice settlement date (as maybe described in the relevant invoice) to pay the applicable supplier / seller (or any assignee or transferee) or any applicable fee or charges from the buyer's designated account with UOB Group Bank.

22.4 Clause 8A.6 shall be deleted and replaced as follows:

In addition to and without prejudice to Clauses 8A.1, 8A.2, 8A.3, 8A.4 and 8A.5, in respect of the Service of uploading of invoices, purchase orders, payment, credit note, debit note and/or consolidated file regardless of whether the Customer is the buyer or seller, and regardless of whether it wishes to upload:

- (a) an invoice file containing a list of invoices and details of the aforesaid invoices;
- (b) a purchase order file containing a list of purchase orders and details of the aforesaid purchase orders;

- (c) a payment file containing a list of payment instructions and details of the aforesaid payment instructions;
- (d) a credit or debit note file containing a list of credit or debit notes and details of the aforesaid credit or debit notes, and/or
- (e) a consolidated file;
- (f) information and supporting documents related to the invoices, purchase orders, payment, credit note, debit note and/or consolidated file;

and the Customer requests the relevant UOB Group Bank and such UOB Group Bank agrees, to assist in creating a macro function or other functions to help it to upload the invoice file, purchase order file, payment file, debit or credit note file, and consolidated file or relevant information and supporting documents related to the invoices file, purchase orders file, payment file, debit or credit note file and consolidated file (as the case may be), that UOB Group Bank shall not be responsible for the contents of that invoice file, purchase order file, payment file, credit/debit note and consolidated file or the information and supporting documents in connection therewith, and the Customer remains responsible to ensure and shall be deemed to represent and warrant that the invoice file, purchase order file, payment file, credit or debit note and consolidated file or the information and supporting documents in connection therewith (as the case may be) are true and accurate and it undertakes to fulfil its obligations under the agreement(s) it has with the relevant UOB Group Bank.

23.4 Clause 11.1 shall be deleted and replaced as follows:

11.1 The Customer expressly and irrevocably authorises and permits UOBC and 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:

- (a) UOBC and any corporation which is deemed to be a related corporation of UOBC;
- (b) any party authorising the Customer to operate, utilise or apply Business Internet Banking and Services on its behalf or any party authorized by the Customer to operate, utilise or apply Business Internet Banking and Services on behalf of the Customer;
- (c) any person, body corporate, partnership, firm or other entity which accesses and utilises Business Internet Banking and Services (such disclosure shall be subject to the consent of the Customer);
- (d) all courts, governmental agencies and lawful authorities in PRC and elsewhere where the disclosure is required by local laws;
- (e) any person which UOBC 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 UOBC in connection with and which affect or may affect the operation of any Account, Service or Business Internet Banking;
- (f) any person in connection with the use or maintenance of any Account, Service or the provision by UOBC of other services 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 for any indebtedness, debts or obligations of the Customer, including any person providing any security to UOBC in respect of any such indebtedness, debts or obligations;
- (h) any depository system for the purposes of storing or transferring such information to UOBC;
- (i) to any UOBC's professional advisors;

- (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 UOBC or its relevant Officer(s); or
- (k) the counterparty of the Customer who provides or receives information on Business Internet Banking in accordance with the terms of this Agreement or through other appropriate form of communication.