

UOB ELECTRONIC SIGNATURE SERVICE TERMS

These terms and conditions ("**Terms**") govern the execution by you of any agreement and document of United Overseas Bank Limited ("**Bank**") in electronic form ("**Electronic Signature Service**"). Please read these Terms carefully.

1. Where the Bank makes available the Electronic Signature Service to you, you acknowledge and agree that you will execute any agreement and document of the Bank:
 - (a) in a manner which complies with the Bank's internal processes and requirements; and
 - (b) using the Bank's tablet, electronic signature pad or other electronic device capable of collecting, recording and/or storing information and signatures in electronic form in a manner which complies with the Bank's internal processes and requirement (collectively referred to as the "**Electronic Devices**")
2. You further acknowledge and agree that:
 - (a) you authorize and consent to the Bank collecting and linking your signatures (which includes the signatures of your authorized signatories) with the relevant agreement/document in electronic form using an Electronic Device – the relevant agreement/document together with the collected and linked signatures of those parties who signed the relevant agreement/document shall be collectively referred to as the "**Electronic Document**";
 - (b) your signatures (which includes the signatures of your authorized signatories) on the Electronic Document is/are reflected clearly and accurately on the Electronic Document and your signatures (which includes the signatures of your authorized signatories) collected, received and/or stored in such electronic form shall be deemed to be equivalent to your signatures (which includes the signatures of your authorized signatories) in hard copy for all purposes provided that each such signature is collected electronically from you respectively in person by the Bank's officer or representative and such officer or representative verifies (whether before or after such signature is taken) your identity in a manner which complies with the internal requirements of the Bank;
 - (c) electronic data or images of any document, form, instruction or communication and all records and documents in electronic form (collectively referred to as "**Electronic Records**") maintained by the Bank or on behalf of the Bank where any signature(s) in electronic form has/have been attached, affixed or appended (including, but not limited to, the Electronic Document), which fulfils the Bank's internal processes and requirements, shall be deemed to be valid, accurate and authentic, and shall be given the same effect as though such Electronic Records in electronic form were written and had been signed by you in hard copy;
 - (d) you shall not and will not dispute the validity, accuracy or authenticity of the contents of any such Electronic Records (including, but not limited to, any Electronic Document), including evidence in the form of activity or transaction logs, computer or electronic records, magnetic tapes, cartridges, computer printouts, copies, or any other form of computer or electronic data or information storage or system, and that, save in the case of the Bank's manifest or clerical error, such Electronic Records shall be final and conclusive of the information and your instructions, consents,

acknowledgments and agreements of any matter set out in the Electronic Document and the Electronic Records can be used as evidence in any court proceedings as proof of their contents;

- (e) the security procedures applied or to be applied to verify that the Electronic Application Form is commercially reasonable and secure, pursuant to the Electronic Transactions Act (Cap 88); and
 - (f) the Bank may destroy, erase or stop maintaining any Electronic Records after such time permitted by applicable law.
3. Where the execution of any agreement and document of the Bank by you through your authorized signatories in an electronic form in a manner which complies with the Bank's internal processes and requirements using Electronic Devices, you also agree, represent and warrant that:-
- (a) each of your authorized signatories has authorized and consented to the Bank collecting and linking his/her/their signatures with such relevant agreement/document in electronic form using an Electronic Device; and
 - (b) each of your authorized signatories has agreed and acknowledged that his/her/their signatures on the Electronic Document is/are reflected clearly and accurately on the Electronic Document and their signatures collected, received and/or stored in such electronic form shall be deemed to be equivalent to his/her/their respective signatures in hard copy for all purposes provided each such signature is collected electronically from each such authorized signatory respectively in person by the Bank's officer or representative and such officer or representative verifies (whether before or after such signature is taken) the identity of such authorized signatories in a manner which complies with the Bank's internal requirements;
 - (c) each of your authorized signatories has agreed and acknowledged that the Electronic Records maintained by the Bank or on behalf of the Bank where any signature(s) in electronic form has/have been attached, affixed or appended (including, but not limited to, the Electronic Document), which fulfils the Bank's internal processes and requirements, shall be deemed to be valid, accurate and authentic, and shall be given the same effect as though such Electronic Records in electronic form were written and had been signed by you, through your authorized signatories, in hard copy; and
 - (d) you shall procure and ensure that all of your authorized signatories shall not and will not dispute the validity, accuracy or authenticity of the contents of any such Electronic Records (including, but not limited to, any Electronic Document), including evidence in the form of activity or transaction logs, computer or electronic records, magnetic tapes, cartridges, computer printouts, copies, or any other form of computer or electronic data or information storage or system, and that, save in the case of the Bank's manifest or clerical error, such Electronic Records shall be final and conclusive of the information and your instructions, consents, acknowledgments and agreements of any matter set out in the Electronic Document and the Electronic Records can be used as evidence in any court proceedings as proof of their contents.
4. The Bank may send the signed Electronic Document to you via an encrypted email to the email address that has been provided by you. You agree that it is your responsibility to ensure that the encrypted email can only be read with the encrypted key provided by the Bank to you or otherwise. It is your responsibility to keep the encrypted key secret and confidential and to do all that is necessary to keep the encrypted key safe and prevent unauthorized access to the encrypted email and that the Bank does not assume any liability or responsibility for what happens to any communication (including, but not limited to, the

Electronic Document) after they are sent by the Bank, for example, whether such communication is delayed, intercepted, lost, fails to reach, not transmitted, misdirected, is disclosed to anyone during transit or otherwise and that any email is deemed received by us at the time of transmission from the Bank's servers.

5. If any of these Terms is invalid, unlawful or unenforceable under the laws of any country, it shall not affect or impair the validity, legality or enforceability of the rest of these Terms and/or these Terms under the laws of any other country.
6. Any failure or delay by the Bank in exercising or enforcing any right it has under these Terms does not operate as a waiver of and does not prejudice or affect the Bank's right subsequently to act strictly in accordance with the Bank's rights.
7. You agree that these Terms may be changed from time to time. If the Bank change or add a term or condition to these Terms, the Bank will notify you in accordance with its usual practice and the change or addition will take effect on the date specified in the notice.
8. Unless we expressly state so, a person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce or enjoy the benefit of any of these Terms
9. These Terms are governed by and interpreted according to the laws of Singapore. You agree to irrevocably submit to the exclusive jurisdiction of the courts of Singapore which means that legal proceedings against us can only be brought in the courts of Singapore. This clause does not limit the Bank's right to bring legal proceedings in any country and to take concurrent legal proceedings in more than one country.

United Overseas Bank Limited Company Reg. No. 193500026Z

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