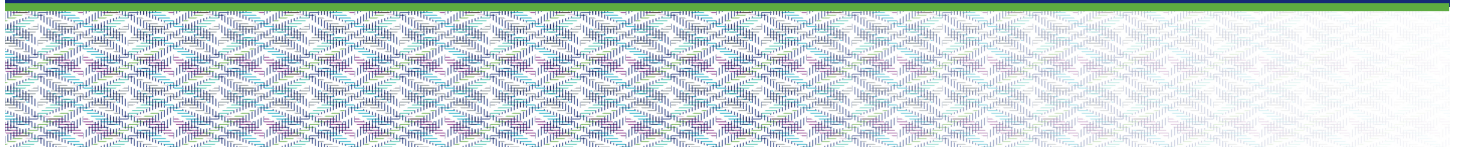


ACCESSLINE HONG KONG TERMS & CONDITIONS

ISSUED: JUNE 2017



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These Terms and Conditions apply to all AccessLine wire transfers carried out by American Express International, Inc., (“**American Express**” or “**we**” or “**our**” or “**us**”) at the request of the client named in Section 1 of the AccessLine: Wire transfer settlement via American Express Corporate Purchasing Card(s) Application Form (the “**American Express AccessLine Application Form**”) (“**you**” or “**your**”).

By signing the American Express AccessLine registration form, you:

- + declare that you are not a legal entity that is incorporated in the United States; and
- + agree to be bound by these Terms and Conditions.

Section A: AccessLine Terms and Conditions

1. AccessLine

- (a) You acknowledge and understand that AccessLine is not a credit line provided by American Express International Inc., in its capacity as a holder of a Money Service Operator Licence AccessLine provides you with a payment method to settle wire transfers via your pre-registered American Express® Corporate Purchasing Card(s) issued in Hong Kong by American Express International Inc.
- (b) If we have approved you to settle wire transfers via your pre-registered American Express Corporate Purchasing Card(s) (the “**Card(s)**”), you agree to be solely and fully liable for all charges on the Card(s) with respect to wire transfers made on behalf of you by AccessLine Authorised Users (as named in the American Express AccessLine Application Form).
- (c) You agree to restrict authorised users to charge the Card(s) for the purpose of paying for your wire transfer only to AccessLine Authorised Users. You shall ensure that all AccessLine Authorised Users comply with these Terms and Conditions and all AccessLine Authorised Users must submit an order for a wire transfer, to be settled via the registered Card(s), by phone and fax.
- (d) You will be charged a service fee by the issuer of the Card(s) for wire transfers settled via the Card(s) (the “**Trade Service Fee**”). The Trade Service Fee will be notified to you before acceptance of the foreign exchange quote and upon the submission of each wire transfer order to be settled via the pre-registered Card(s). The Trade Service Fee will be charged together with the wire transfer amount to the relevant Card Account.
- (e) You acknowledge that the exchange rates for your wire transfers will be specific to you.
- (f) You understand that the Card(s) statement will show the total amounts incurred (on behalf of the client) with respect to wire transfers and will not show the names of AccessLine Authorised Users charging the Card.
- (g) You agree that settling charges on the Card for wire transfers may require a different expense reimbursement process than your usual process for settling charges on the Card(s) as you are solely and fully liable for all charges on the Card(s) with respect to wire transfers on your behalf. It is important that you consult with the card member if a different expense reimbursement process is required for settling wire transfers made on your behalf before registering the Card(s) for AccessLine.
- (h) Only the following companies can be added as payment beneficiaries for wire transfers which are settled via the Card(s):
 - i. companies who you will complete legitimate business transactions with and where there is an associated purchase of goods or services; and
 - ii. companies that are not part of your company, are not owners of your company or have any stake in your company; and
 - iii. companies who have gone through an on-boarding process (under which American Express reserves the right to decline to on-board any beneficiary at its own discretion); and
 - iv. companies from which you have received legitimate invoices and you can provide such invoices or supporting documentation or information to American Express upon the request of American Express and by no later than 2 days before intended payment for the wire transfers needs to be made.The Card(s) cannot be used to settle wire transfers for funding purposes or company to company transfers.
- (i) American Express reserves the sole right and discretion to decline your registration request submitted via the American Express AccessLine registration form or any order for a wire transfer to be settled via the Card(s), without providing any reason whatsoever.

2. Sending an AccessLine Payment

There are two steps to send wire transfers. The first step is to agree to an exchange rate. The second step is to provide American Express with the payment instructions, including the account and beneficiary details.

Step 1:

You can obtain a quote for an exchange rate by contacting us on +852 3016 3955 and speaking with one of your Relationship Manager. Please note an exchange rate is agreed and binding at the time you verbally accept the exchange rate. Once you confirm agreement to the exchange rate, you can only cancel the wire transfer in accordance with the 'Cancellation' section of this document.

Step 2:

You must send the beneficiary instructions or remitting instructions to us by fax, using our standard 'AccessLine Wire Transfer Request Form' before we can transmit the wire transfer. These order forms must be faxed to us at +852 2960 1030. Upon receipt of your fax instructions, the signatory(ies) authorising the payment will be checked against our records. If you fail to provide payment instructions, via any of the above methods, on the day you agree to an exchange rate, American Express reserves the right to cancel the transaction, in accordance with the 'Cancellation' section of this document.

3. Providing AccessLine Payment Instructions

It is important to have accurate and complete details when sending a wire transfer. Mandatory information that is required to be completed by the customer on the 'AccessLine Wire Transfer Request Form':

- + Complete name and address of beneficiary or remitter's financial institution - no abbreviations or PO boxes will be accepted. SWIFT Code for the beneficiary or remitter's financial institution must also be included.
- + Complete name and address of beneficiary or remitter – no abbreviations or PO boxes will be accepted.
- + Beneficiary's financial institution account number including any additional identifiers (e.g. IBAN for the European Union).

Once you have initiated your first AccessLine wire transfer payment to a particular beneficiary, this beneficiary information will be stored in our system for future use.

4. Cut-off Time

Each currency has different market specific cut-off times. To understand more about cut-offs for your particular payment needs, please contact us at +852 3016 3955. While the beneficiary of an wire transfer generally receives payment within 24-48 hours after the transaction has been released, the payment can take up to 72 hours in certain circumstances, or longer especially when sending payments to exotic destinations.

5. Payment Confirmation

We have the ability to send completed Transaction Confirmations via email. If you would like to receive such confirmations, please contact us at +852 3016 3955. If you receive an email confirmation of a payment which is incorrect, please contact us immediately at +852 3016 3955.

6. Cancellation

If you had agreed to an exchange rate and wish to cancel this agreement, and American Express has not released your transaction, we will reverse the foreign exchange position we have entered into on your behalf. This may result in additional costs. These costs are derived from the difference between the original exchange rate agreed by you and the cancellation rate American Express can source at the time of cancellation. If the wire transfer has already been released by American Express, it is only possible to recall funds with the approval of the beneficiary account holder. This process normally takes a minimum of one week and longer on occasions.

If a customer wishes to cancel a wire transfer which had been released, a cancellation fee is applicable. In addition to American Express fees, there may be a charge made by the beneficiary's financial institution and/or any intermediary financial institution. In addition to these fees and charges, you may also have to pay an amount which represents the difference in funds credited back to our account if there is an adverse change in exchange rate between the time American Express processes the transaction and the cancellation. Depending on exchange rate fluctuations, the amount refunded back to you could be substantially different from the original amount of the transaction.

If you fail to provide American Express with full payment instructions for a wire transfer by close of business on the day the rate was agreed, we reserve the right to reverse the foreign exchange buy/sell position we have entered into on your behalf and charge you any additional costs we may incur as a result. Alternatively, American Express can amend the value date of this rate agreement at its discretion. If this action is taken we reserve the right to adjust the previously agreed rate to reflect the rate of the new value date.

It is your responsibility to ensure your Card account has sufficient limits available to fund this transaction. We reserve the right to cancel this agreement and charge you any additional costs we may incur as a result. Alternatively, American Express can amend the value date of this rate agreement at our discretion. If this action is taken, we reserve the right to adjust the previously agreed rate to reflect this new value date.

To cancel an agreed foreign exchange position or a wire transfer which has been released, contact us immediately at +852 3016 3955. All costs associated with cancelling an agreed foreign exchange position must be paid by you, immediately, on the same day the action is taken.

7. Your Obligations

- (a) You agree to use the AccessLine in accordance with these AccessLine Terms and Conditions and the terms of any other relevant or related agreement(s) and/or terms and conditions that you have entered into with American Express.
- (b) You agree to only use the Card(s) which have been preregistered with American Express to settle wire transfers via your American Express Cards.
- (c) Unless otherwise agreed in writing between you and American Express, you agree to use the Card(s) in accordance with the relevant American Express Corporate Purchasing Card Conditions – Hong Kong and any other Terms and Conditions with which you have entered into with American Express in respect of the Card(s).
- (d) You will provide full details of any new beneficiary, as required by American Express, and you shall provide such details by no later than five (5) business days in advance of instructing us to remit funds to that beneficiary for the first time.

8. No Liability

- (a) You understand that American Express is only providing a means of payment for the wire transfer and will not be liable or responsible in any way for the wire transfer or for any liability or expense that you may incur in relation to the wire transfer.
- (b) You acknowledge that it is your responsibility to satisfy yourself that the goods and services provided in relation to the wire transfer meet your requirements.
- (c) You agree to indemnify American Express against all claims by third parties arising out of the wire transfers.

9. Disputes

- (a) If you use the AccessLine services to pay a beneficiary, we will not be liable for any defective goods or services supplied by that beneficiary or any loss caused to you by that supply including for example, non-delivery of goods or services. You agree to resolve any such disputes directly with the beneficiary with any required adjustments in relation to the disputes to be made between you and the beneficiary and you release American Express and its affiliates from any liability whatsoever for any such dispute or complaint. Notwithstanding any other section of this Terms and Conditions, you agree that you will have no entitlement to request American Express to dispute the wire transfer or to withhold or recover money from the beneficiary.
- (b) You agree that, except in the case of fraudulent transactions for which American Express is proven to be at fault, American Express will under no circumstances be required to reverse or charge back any charges on the Card(s) relating to the wire transfers.
- (c) You agree that you must pay American Express the full amount for any disputed charges in relation to the wire transfers and not withhold any amount pending dispute resolution under any agreement between you and the beneficiary.

10. Risks

Payments may be delayed or become lost if incomplete or inaccurate payment instructions are provided. In the event of cancellation, any refund will be calculated at the current exchange rate on date of receiving the refund which may cause a foreign exchange gain or loss depending on the movements in exchange rates.

For fax instructions, you should be careful as there is a risk of fraudulent fax instructions that can be made by someone who has access to your business details and a copy of authorised users' specimen signatures. We reserve the right to implement additional security checks at any time.

We use a range of correspondent financial institutions to enable payments to be effected. There is a risk that payments may be delayed by one or more of these institutions due to factors outside our control. As the fees set by third party processing institutions vary, the amount of the payment actually received by the beneficiary may not necessarily be the same as requested.

Section B: General Terms and Conditions

1. Fees and Charges

You agree to pay all fees and charges in relation to processing a wire transfer. These fees and charges include those disclosed in the Terms & Conditions, but may also include fees and charges which a third party charges us for processing a wire transfer on our behalf. You acknowledge that in some cases the third party may not charge us a fee, but will instead deduct this fee from the amount the beneficiary receives. We also reserve the right to suspend or cancel your AccessLine facility immediately if any outstanding amounts or fees and charges owing on any wire transfer remain unpaid; or we have reasonable cause to believe that you will be unable to pay us any outstanding amounts or fees and charges owing on any wire transfer. We will notify you if we exercise our right to suspend or cancel your AccessLine facility.

2. Phone and Fax Instructions

You authorise us to rely upon and act on your behalf in accordance with any phone or fax instructions, provided that:

- + in the case of the phone, the instructions are provided to us by an Authorised User;
- + in the case of a fax, the instructions are signed by you or the signature appears reasonably similar to the specimen signature of one of your Authorised Users; and
- + we reserve the right, at our discretion, to request additional information relating to any transaction or to decline to carry out any transaction, in which case we shall not be liable to you for the delay or non-completion of the transaction. We are not obliged to enter into any transactions with you.

You acknowledge that once you confirm agreement to the exchange rate, you can only cancel the wire transfer in accordance with the 'Cancellation' section of the Terms & Conditions.

Failure to provide payment instructions, via any of the above methods, on the day you agree to an FX rate, may result in American Express cancelling your transaction.

We reserve the right, at our discretion, to request additional information relating to any transaction or to decline to carry out any transaction, in which case we shall not be liable to you for the delay or non-completion of the transaction. We are not obliged to enter into any transactions with you.

3. Sanctions

Please note that under Hong Kong and U.S. laws, we cannot send payments to certain sanctioned countries or to individuals and businesses prohibited under Hong Kong and U.S. laws. Under certain U.S. laws, funds forwarded to us for onward transmission to U.S. sanctioned countries, individuals or businesses may be retained by us pending an appropriate license from the U.S. government.

4. Delayed Payment

We are unable to guarantee receipt of funds by the recipient within the standard clearing process timeframe, as the transaction may be delayed by factors outside of our control, such as inaccurate payment instructions and/or delays by third party financial institutions. The standard timeframes are provided by way of indication only. You agree that we are not liable for any costs, losses or damages if a payment is delayed and we have acted on your instructions in good faith.

5. Currency Requirements

Depending upon the currency you need to send, and/or the country you are sending it to, it is important you familiarise yourself with the regulatory requirements of these jurisdictions prior to making a payment. Many countries including but not limited to Indonesia, Republic of Korea, and China have specific requirements when sending payments to their country. It is important you know what type of additional detail some of these countries request as part of the payment instruction to ensure a successful delivery. American Express cannot be held responsible for delays as a result of insufficient regulatory information being included on a payment instruction. Furthermore, some country regulation requires American Express to provide documentation supporting the nature and reason for the payment. We are therefore entitled, at any time, to request such information from you. In order to understand more about the requirements of the countries where you are required to make international payments, please contact us at +852 3016 3955.

6. Communications

All notices or other communications given by us to you if:

- + sent by post or left at your last known address will be deemed to be received by you on the day following such posting or on the day when it was so left; or
- + communicated through any print or electronic media as we may select will be deemed to be notified to you on the date of publication or broadcast; or
- + sent to the Primary Contact(s) will be deemed to be received by you.

7. Indemnity

You agree to indemnify us and keep us indemnified against any claim, action, demand, loss, damage, cost, expense, or liability incurred by or threatened against us as a direct or indirect result of or in connection with any wire transfer, including without limitation, if we act or fail to act on any phone or fax instruction whether or not such instruction is issued by you, except to the extent caused by our own negligent, reckless or wilful conduct.

8. Liability

You agree that if any wire transfer is rejected by the payee financial institution or if we cancel your transaction or facility in accordance with these Terms and Conditions, you are liable to pay to us any amount then owing in relation to that transaction or account, including any outstanding fees and/or costs or expenses we incurred in terminating the transaction or cancelling your account.

9. Limitation of Liability

You agree that we shall not be liable to you or any third party for:

- a) any performance, delay or failure which is due to a cause beyond our reasonable control including, without limitation, delays in receipt of payment instructions and other details, delays in receipt of cleared funds, failure of any communications system or delays caused by a third party. We use funds transfer services of third party licensed banks, and shall not be liable for any failure or error in such services.
- b) Any loss of profits or any incidental, indirect, consequential, punitive or special damages, regardless of how they arise; and/or any amount in excess of 10,000 HKD.

10. Set-Off

You agree that we or our related bodies corporate are entitled to set-off and withhold any monies we or our related bodies hold for you or your related bodies or owe you or your related bodies against any amounts you or your related bodies are obliged to pay us or our related bodies corporate under these Terms and Conditions or under any other agreement. You also agree that we are entitled to set-off any credit, or amount we have debited your account for any reason, against any debt or amount you owe us, including amounts owed for any foreign exchange or money transfer transactions. We may exercise this right of set-off in our complete discretion where the debt owed to us has been outstanding for more than 5 business days. If a set-off is effected under this clause, we will inform you of the remaining balance(s) (if any), then owing on all of your account(s) held with us.

11. Compliance with Law

You acknowledge that American Express is subject to various legal obligations (such as anti-money laundering and sanctions) in the markets in which it operates, and declare that your instructions will not breach any laws in Hong Kong or any other country. American Express may delay, block or refuse to process any transaction without incurring any liability if we suspect that the transaction may breach any law in Hong Kong or any other country.

12. Severability

If any term of these Terms and Conditions is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from these Terms and Conditions and rendered in-effective where possible without modifying the other terms of these Terms and Conditions.

13. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with Hong Kong laws. You irrevocably submit to the nonexclusive jurisdiction of the Courts of Hong Kong.

14. Privacy and Data Protection

- (a) You understand and agree that we will process, analyse and use information about you and the use of Card(s) and the AccessLine facility extended to you and may combine that information with information from other sources, for example, in order to develop reports that may enable you to maintain effective procurement policies and procedures, or to authorise wire transfers and prevent fraud.
- (b) We will keep all information about you only for so long as is appropriate for the purposes of these Terms and Conditions or as required by law.
- (c) We may disclose information about you to the extent necessary to extend the AccessLine facility, to computerised reservation systems, to suppliers of goods and services, to any entity that controls, is controlled by, or is under common control with us, including its subsidiaries, and their appointed representatives and licensees (together, "Affiliates"), and receive such information from these parties.
- (d) We may disclose information about you to our bank or other payment service providers or payment systems selected by us to the extent necessary to permit the invoicing and payment for the AccessLine facility.
- (e) We may, in accordance with local law, monitor and/or record telephone calls to or from you, either by ourselves or by reputable organisations selected by us.
- (f) For the purposes of this section, information includes, in respect of individuals, personal information. Upon your request to our Data Protection Officer (Corporate Purchasing Card), we will also provide you with information we hold about you.
- (g) You agree that in order to service you we may transfer information including personal information confidentially to our Affiliates and other organisations which issue or service American Express Cards. You also agree that we may transfer personal information to other countries for processing and servicing and that we may disclose personal information to third parties who provide services to us, subject to appropriate conditions of confidentiality.
- (h) The person to whom requests for access to data or correction of data and for information regarding policies and practices and kinds of data held are to be addressed is as follows:

The Data Protection Officer

American Express International, Inc., Hong Kong Branch
18/F City Plaza 4, 12 Taikoo Wan Road, Hong Kong

15. Dispute Resolution

American Express is committed to customer satisfaction as part of its service philosophy. We have established internal procedures to resolve the complaints regarding our products. If you have a complaint about the service or products provided to you, please address your complaint via email to: fxiphongkong@aexp.com

16. Changes or Amendments to these Terms and Conditions or Termination

- (a) We may remove, change or add to the provisions of these Terms and Conditions at any time by notice to you. Such removal, changes or additions may be communicated to you by email, by fax, or by post.
- (b) You will be deemed to have accepted the changes unless you notify us in writing prior to the date on which the changes will take effect that you do not accept the changes. If you do not accept any changes to these Terms and Conditions, you can terminate these Terms and Conditions in accordance with Clause (c) below.
- (c) You may terminate your participation in the settlement of wire transfer transactions via the Card(s) by giving us no less than 30 days prior written notice. We may without giving any reason terminate your participation in the settlement of wire transfers and these Terms and Conditions at any time with or without notice to you. Upon termination, you will not use or attempt to use the Card(s) to settle wire transfers.

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