

AMERICAN EXPRESS® BUSINESS CARD CARDMEMBER AGREEMENT

IMPORTANT: Please read these Conditions carefully. If you keep or use the Business Card, you are agreeing to these Conditions. If you do not accept these Conditions, please destroy the Business Card immediately and return it to American Express International, Inc.

1. DEFINITIONS

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| "Account" | Any account we maintain in relation to the Business Card |
| "Supplementary Business Cardmember" | Individual receiving a Supplementary American Express Business Card at the request of the Basic Business Cardmember |
| "American Express Group" | American Express Company and its subsidiaries and affiliates |
| "Basic Business Cardmember" | The individual who signed the application to open a Card account |
| "Business Card" | The American Express Business Card issued to operate the account including Basic and Supplementary Business Cards |
| "Charge" | A transaction made with the Business Card, whether or not a Record of Charge is signed and all other amounts payable under these Conditions including Express Cash, annual fee, late payment charges or other fees |
| "Merchant" | A business or organization which accepts the Business Card for payment |
| "We", "Our" and "Us" | American Express International, Inc. |
| "You", "Your", and "Business Cardmember" | The individual named on the enclosed American Express Business Card |
| "Notice" | Amex's Notice to Customers relating to the Personal Data (Privacy) Ordinance |

2. YOU MUST SIGN THE BUSINESS CARD

For identification and to prevent misuse, you must sign the Business Card as soon as you receive it and before you use it.

3. USE OF THE BUSINESS CARD

- (1) You must use the Business Card in accordance with these Conditions and within the validity dates on its face.
- (2) The Business Card is for your use only. You must not give the Business Card or your Account number to others or allow anyone else to use the Business Card for Charges, identification or any other purpose. If you do, you will be liable for all Charges incurred on the Business Card as a result.
- (3) You must not return any goods, tickets or services obtained with the Business Card for a cash refund. The Merchant may agree to issue a credit to your Business Card account.
- (4) Only use the Business Card if you honestly expect to be able to pay your account in full on receipt of your monthly statement.
- (5) We may impose a limit on the Business Card at any time with or without notice to you, based on our reasonable assessment of the credit risks associated with your Business Card Account, including but not limited to your account status, payment records and information available to us from credit reference agencies.
- (6) You must only use the Business Card for genuine purchases of goods or services and not for any illegal or improper purposes, as may be determined by us in our discretion. This means, by way of example only and without limitation, that you cannot use the Business Card to purchase anything from a merchant that you or any third party related to you has any ownership interest in for cash flow purposes, or to conduct any illegal gambling transactions. If we believe that any illegal or improper use has occurred, we have the right to refuse the request for authorization of the Charge.

4. LIABILITY FOR CHARGES

- (1) Your liability for Charges made with the Business Card bearing your name is as follows:

| <i>If you are....</i> | <i>You are liable for....</i> |
|---------------------------------|---|
| Company | All Charges on any Business Card issued on the Business Card account bearing the Company Name. |
| Basic Cardmember | All Charges on any Business Card issued to you or any Supplementary Business Cardmember. |
| Supplementary Cardmember | All Charges on any Supplementary Business Card issued to you (even though the monthly statement may be sent to the Basic Business Cardmember) |

- (2) We will send statements to the Basic Business Cardmember for all Charges. Payment in full is due upon receipt of our monthly statement.
- (3) Payment of Charges is due upon receipt of our monthly statement by you or the Company. You or the Company may cancel the Business Card at any time. Your cancellation will not be effective until you or the Company notify us in writing and we acknowledge receipt. On cancellation, you must destroy the Business Card immediately. You will remain liable for all Charges incurred before the Business Card is destroyed. The Business Card will be cancelled as soon as you stop being employed by the Company.

5. LATE PAYMENT CHARGES AND FEES

- (1) If we do not receive payment in full of the outstanding balance shown on a monthly statement by the date on which your next monthly statement is made up, the unpaid balance of such Charges will be designated in your next monthly statement as an "Unpaid Previous Balance". To cover our administrative and other expenses resulting from delayed payment, Late Payment Charges will be charged on the Unpaid Previous Balance on the date of your next monthly statement and thereafter, at the rate of three and nine tenths percent (3.9%) per month. Late Payment Charges will be charged from the date it was first billed until paid in full, subject to any restrictions or limits imposed by law. The minimum monthly Late Payment Charge shall be **HK\$100**. However, the Late Payment Charge will not exceed the Unpaid Previous Balance.

- (2) Details of Late Payment Charges will be included in your monthly statement and unpaid Late Payment Charges will themselves be treated as overdue amounts.
- (3) The Card Fees and Charges Schedule accompanying these conditions show all the fees applicable to your Card. We may change the fees by giving you up to 60 days' prior notice, in accordance with the applicable laws. The annual fee is payable in respect of the benefits and privileges (excluding any payment facility) offered to you in connection with your Card.

6. INTEREST-FREE INSTALMENT PROGRAM

- (1) From time to time, we may offer an instalment program ("Instalment Program"), which allows eligible Cardmembers to elect to settle a Charge at certain Merchants in Hong Kong by deferred payment by completing an Instalment Program Record of Charge ("ROC"). The Instalment Program is only available if the Charge is HK\$2,000 or more and may only be used at participating Merchants.
- (2) The total amount of the Charge will be billed to the Cardmember in equal monthly instalments during the period of deferment selected by the Cardmember on the Instalment Program ROC, the first such instalment falling on the first statement following the date on which the Cardmember incurs the Charge. Your Credit Limit will be reduced by the total amount of the Charge upon the Instalment Program being approved by American Express and will be restored as and to the extent each instalment amount is paid to American Express.
- (3) You can pay the entire unpaid amount under the Instalment Program at any time, and you must tell us by calling us. We will then show the entire unpaid amount under the Instalment Program as payable on your next monthly statement. If you do not inform us that you wish to prepay, we will record the payment as a credit on your Card Account and accordingly, this credit will not reduce the balance of the outstanding amount under the Instalment Program or future instalments.
- (4) Any unpaid amounts under the Instalment Program shall become payable immediately, upon the cancellation or revocation of your Card or the Instalment Program.
- (5) Notwithstanding anything to the contrary elsewhere in these Conditions, any dispute or complaint of a Charge made under an Instalment Program must be raised directly with the relevant Merchant. Notwithstanding any current or future claim a Cardmember may have against a Merchant, all amounts payable to American Express under the Instalment Program shall continue to remain payable.

7. LOST, STOLEN OR MISUSED BUSINESS CARD

- (1) You must notify us at once if the Business Card is lost or stolen or if a renewal Business Card has not been received or if you suspect that the Business Card is being used by someone else.
- (2) You will not be liable for any unauthorised Charges made after we receive notice, and your maximum liability for unauthorised Charges prior to notifying us shall be HK\$250, provided that you have not been involved in or benefited from misuse of the Business Card.

8. BILLING ADDRESS

You must notify us immediately if the Company's name or billing address changes. If we send statements directly to you, you must notify us immediately of any changes in your name or billing address. We may charge a supplementary annual account fee for billing addresses outside the country in which the Business Card was issued to you.

9. TAXES AND DUTIES

You must pay any government tax, duty or other charge imposed by law in respect of the Business Card, your use of it or any amount debited or credited to your account. We may charge to your account the full amount or a reasonable part of that amount (as determined by us) except as prohibited by law, and we may make such charge in advance.

10. ENFORCEMENT EXPENSES

We may take such action as we consider necessary to recover overdue amounts including use of a third party collection agency. You will reimburse us for our reasonable costs, including reasonable legal fees.

11. FOREIGN CURRENCY CHARGES

If you make a Charge that is submitted to us in a currency other than Hong Kong Dollars, or if we receive a refund in a foreign currency, that Charge or refund will be converted into Hong Kong Dollars. The conversion will take place on the date the Charge or refund is processed by American Express, which may not be the same date on which you made your Charge or refund as it depends on when the Charge or refund was submitted to American Express. This means that the exchange rate used may differ from the rate that is in effect on the date of the Charge or refund. Exchange rate fluctuations can be significant. If the Charge or refund is not in U.S. Dollars, the conversion will be made through U.S. Dollars, by converting the Charge or refund amount into U.S. Dollars and then by converting the U.S. Dollar amount into Hong Kong Dollars.

If the Charge or refund is in U.S. Dollars, it will be converted directly into Hong Kong Dollars. Unless a specific rate is either required by applicable law or is used as a matter of local custom or convention in the territory where the Charge or refund is made (in which case we will look to be consistent with that custom or convention), you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased by a single conversion commission of 2%. We call this conversion rate the 'American Express Exchange Rate'. The American Express Exchange Rate is set each business day. Changes in the rate will be applied immediately and without notice to you. You can find our rates by calling us at the number on the back of your Card. You may sometimes be offered the option to settle foreign currency Charges in Hong Kong Dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not American Express. In such cases, you are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the Charges are entered into since settling foreign currency Charges in Hong Kong dollars may involve a cost higher than the conversion commission. Since a Charge converted via the merchant or other third party, will be submitted to us in Hong Kong Dollars, we will not apply a conversion commission.

The amount of any refund of a Charge made in foreign currency will generally differ from the amount of the original Charge because: (i) in most cases, the rate applied to any refund will differ from the original rate applied to the Charge; and (ii) any currency conversion commission charged on the original purchase is not refunded. However, we do not charge an additional currency conversion commission on the refunded amount.

12. PAYMENTS

You must always pay us in the currency in which we bill you. If we accept late or part payments or any payment described as being in full or in settlement of a dispute, we shall not lose any of our rights under these Conditions or at law, and it does not mean we agree to change these Conditions. We may credit part payments to any of your outstanding Charges as we choose. A service fee of HK\$20 will be charged for handling any payment made in cash.

13. DISHONoured PAYMENTS

If any cheque, draft, direct debit or other payment instrument from or for you is not honoured in full, you agree to pay us the dishonoured amount plus HK\$120 to cover our internal administrative expenses.

14. PROBLEMS WITH BILLS OR PURCHASES

- (1) You are responsible for confirming the correctness of your monthly statement. If you dispute a Charge, you must notify us no later than 60 days from the statement date otherwise we have the right to regard the statement as conclusive. We will take reasonable steps to assist you to resolve disputed Charges by providing information about the disputed Charge. If we agree to give you a temporary credit for a disputed amount, you must pay us for all other Charges.
- (2) Unless required by law, we are not responsible for goods or services obtained with the Business Card, or if any Merchant does not accept the Business Card. You must raise any claim or dispute direct with the Merchant concerned. You are not entitled to withhold payment from us because of such claim or dispute.
- (3) If a Merchant issues a credit to you, we will credit the amount to your account.

15. RENEWAL / REPLACEMENT BUSINESS CARDS

- (1) We shall issue you with a renewal Business Card when the current Business Card expires. You agree to pay the annual Business Card fee (if any) when we bill you unless you notify us within 30 days of the billing date that you wish to cancel the Business Card.
- (2) We reserve the right to replace the Business Card in the event the Business Card as a product line is discontinued for any reason whatsoever with another card issued by us at our discretion.

16. EXCHANGE CONTROL, TAX AND LEGAL REQUIREMENTS

- (1) You must comply with exchange control, tax and any other laws which apply to your use of the Business Card.
- (2) You must pay any government tax, duty or other charge imposed by law in respect of the Business Card, your use of it or any amount debited or credited to your account. We may charge to your account the full amount or a reasonable part of that amount (as determined by us) except as prohibited by law, and we may make such charge in advance.

17. YOUR PERSONAL INFORMATION

- (1) In this section, and elsewhere in these Conditions, "Amex" means American Express International, Inc., Hong Kong Branch.
- (2) A copy of the Notice has been provided to you and is also available at www.americanexpress.com.hk (please click on the "Notice to Customers relating to the Personal Data (Privacy) Ordinance" hyperlink available at the bottom of the page). The Notice explains how Amex will handle your personal information. It sets out the purposes for which your personal information will be used, to whom your personal information may be disclosed, summarises your rights under the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) (including your right to opt-out from the use of your personal information for direct marketing purposes) and gives details of an Amex officer to contact about your personal information. Your personal information is important. You should read the Notice carefully to ensure you understand your rights and how Amex will use your personal information. You should also read the declarations contained in the application form before applying for a Business Card and, if you do not want to receive direct marketing, make the appropriate selection(s) to opt-out.
- (3) You are entitled at any time to request access to information we hold about you or your Account and to update and correct such information. We may impose a modest charge to cover the costs of complying with access requests. Requests should be made in writing to the Amex Data Protection Officer, 18/F, Cityplaza 4, 12 Taikoo Wan Road, Taikoo Shing, Hong Kong. Please refer to the Notice for more details.
- (4) By applying for a Business Card, you will be agreeing to Amex's use of your personal information in accordance with the terms in the application form, these Conditions and the Notice, subject to your specific selections in the form.

18. CONTACTLESS PAYMENTS

Cards issued on your Account may be equipped to enable contactless payments. Contactless payments enable you to make transactions simply by holding your Card against a card reader without having the Card swiped or imprinted, up to the limits set by us. Please ensure your card is kept securely. We may deactivate contactless payments at any time.

19. EXPRESS CASH

You cannot use the Business Card to obtain cash from Automated Teller Machines unless you are enrolled in our Express Cash program covering this facility. This Express Cash program is governed by separate agreements.

20. RECURRING PAYMENTS AND CARD NOT PRESENT CHARGES

- (a) If you use the Business Card to buy goods or services requiring regular or installment payments under any installment plan offered by us (which is governed by a separate agreement), such as insurance premiums, you give us permission to make payments to the Merchant for you when due ("Recurring Payments"). It is your responsibility to inform Merchants of any changes to your Business Card (such as Card number and expiry date) or Account used for Recurring Payments, and you should do so promptly to avoid any disruption of Recurring Payments and the provision of goods or services by the Merchant. You authorize us to continue the Recurring Payments and agree to be responsible for all Recurring Payments (including but not limited to those charged to a Business Card that has been replaced) until the Merchant stops charging the Recurring Payments to your Business Card or your Business Card Account is cancelled. If your Business Card Account is cancelled because you transfer to a different Card type, we may continue to process your Recurring Payments for a period of 60 days after cancellation. We are not liable for any loss, expenses, delays, neglect or omission in the processing of your Recurring Payments or for any unsuccessful payment.
- (b) Card Not Present Charges. You may authorise a merchant to charge a transaction to your account without presenting your Card ("Card Not Present Charges"). In certain circumstances merchants may retain your Card information in order to facilitate processing of future Card Not Present Charges. In the case of a replacement or renewal Card, it is your responsibility to contact the merchant and provide replacement Card information. In order to avoid potential disruption of these Card Not Present Charges, we may continue to process Card Not Present Charges made by you on a Card which has been replaced or renewed. If your Card is cancelled because you transfer to a different Card type, we may continue to process your Card Not Present Charges for a period of 60 days after cancellation.

21. AUTHORISATION & SUSPENSION

We may refuse any request for authorisation of any Charge without giving notice to you. We may suspend your right to use the Business Card at any time without notice. We may, at our discretion, restore your use of the Business Card on conditions determined by us.

22. CANCELLATION

- (1) The Business Card remains our property. This means you must give the Business Card back if we ask you to do so at any time, for any reason. A Merchant or any other party we nominate may collect the Business Card on our behalf.
- (2) If we cancel the Business Card without cause we will refund a portion of the annual fee (if any). If the Business Card is cancelled or expires, you must not use it for any purpose, and you must destroy it at once.
- (3) If you cancel the Business Card, we will refund the annual fee if you notify us of your intention to do so within 30 days of the date of the statement on which the annual fee appears. For cancellations after this 30-day period, the annual fee is non-refundable.
- (4) In situations where the Company advises American Express to cancel the Supplementary Business Cards, American Express will cancel the Business Cards immediately, but the Company is still responsible to retrieve the Business Cards from the Supplementary Business Cardmembers, cut the Business Cards in two halves and return them to us. Regardless of any possible dispute between the Company and Supplementary Business Cardmembers, the Company is obliged to settle the outstanding Supplementary Business Card Account's Charges. American Express shall not be responsible to resolve private disputes (if any between the Company and Supplementary Business Cardmembers) but will assist in whatever ways possible to collect outstanding debts from Supplementary Business Cardmembers.
- (5) Upon cancellation, all outstanding amounts on your Business Card Account are payable in full immediately. This Agreement will be ended when you return all Business Cards and you have paid off all the amounts you owe.

23. OUR LIABILITY

Subject to applicable law, we will not be liable for any indirect, special, incidental and/or consequential damages arising from or in connection with your account or the use of the Business Card. In particular we will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure, including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

24. INSURANCE INTERMEDIARY

We identify insurance providers and products that may be of interest to you. In this role we do not act as an agent or fiduciary for you, and we may act on behalf of the insurance provider, as permitted by law. We want you to be aware that we receive commissions from providers and commissions may vary by provider and product. Also, in some cases, an American Express entity outside of the country may be the reinsurer and may earn reinsurance income. The arrangements we have with certain providers, including the potential to reinsure products, may also influence what products we identify. We do not require you to purchase any insurance product, and you may choose to cover your insurance needs from other sources on terms they may make available to you.

25. CHANGING THESE CONDITIONS AND THE NOTICE

- (1) We may vary these Conditions and the Notice at any time by giving you up to 60 days' prior notice, in accordance with the applicable laws.
- (2) We will assume you agree to the change if you keep or use the Business Card after notification.
- (3) If you do not accept any change to these Conditions or the Notice you must cancel the Business Card by notifying us and destroying it or returning it to us. We will then refund a pro-rata portion of the annual fee (if any).
- (4) You will still be liable for all Charges incurred before the Business Card is returned or destroyed.
- (5) No waiver or amendment of these Conditions or the Notice is valid unless we have agreed to it in writing.

26. NOTICES

- (1) We will send any billing statement or notice to your stated billing address.
- (2) If you agree, we may deliver billing statements or notices to you electronically.
- (3) You must notify us immediately if your name or billing address or electronic mail address changes.
- (4) We may charge a Supplementary annual account fee for billing addresses outside the country in which the Business Card was issued to you.
- (5) A service fee of HK\$50 will be charged for each duplicate statement, Record of Charge and Statement of Charge requested for.

27. GENERAL

- (1) We may charge an administrative fee if you request a duplicate statement or Record of Charge.
- (2) A certificate signed by one of our officers stating the amount you owe us under these Conditions is proof of such amount. A copy of a microfilm of any document relating to your account with us or produced from data received by us electronically from a Merchant's point-of-sale terminal or from you, shall be admissible to prove the contents of that document for any purpose.
- (3) We may assign our rights and obligations under these Conditions and the Notice at any time without your consent.
- (4) The laws of Hong Kong govern these Conditions and the Notice. If there is any difference between the English language text of these Conditions and the Notice and the Chinese language text, for all purposes the English language text shall be final and conclusive.