
NOTICE OF AMENDMENTS RELATING TO BUSINESS CARD PROGRAMME AGREEMENT AND RMB BUSINESS CARD PROGRAMME AGREEMENT

You are receiving this notice because you have our Business Mastercard and/or RMB Business Card (UnionPay). We would like to inform you of amendments to the agreement(s) which govern your card(s). These amendments will take effect from 21 November 2023.

For our Business Mastercard customers, HSBC will offer the mobile wallet function from 21 November 2023. To cope with this new function and to comply with latest regulatory guidelines, we are updating the Business Card Programme Agreement. Please refer to Section A below for the substantive amendments (emphasis added).

For our RMB Business Card (UnionPay) customers, we are updating the RMB Business Card Programme Agreement to comply with latest regulatory guidelines and incorporate some minor touch-ups. Please refer to Section B below for the substantive amendments (emphasis added).

A. Business Card Programme Agreement amendments

i. **The introductory paragraphs will be revised as follows:**

The following terms and conditions govern (a) the use by a Cardholder (as defined below) of a Business Card being a Platinum Business MasterCard, a World Business MasterCard or a World Elite Business MasterCard (each a "Card") issued by The Hongkong and Shanghai Banking Corporation Limited (the "Bank") at the request of the Cardholder's employer (the "Company") and (b) the participation of the Company in the Business Card Programme (the "Programme") of the Bank. The Company, by giving any Card to a Cardholder, and the Cardholder, by using his/her Card, will be accepting the terms and conditions set out herein and will be bound by them.

Where the context permits, a Card includes a digital version of a Card (a "Mobile Card") that is stored in the virtual wallet (a "Mobile Wallet") of a Cardholder's smartphone, tablet or other electronic, digital, or mobile device (a "Mobile Device").

ii. **Clause 2.1 will be revised as follows:**

2.1 Each Cardholder to whom a Card is issued agrees to sign the Card immediately upon receipt and will not permit any other person to use the Card and will at all times safeguard the Card and keep it under the

Cardholder's personal control. The Cardholder shall comply with any operational or security measures communicated by the Bank with respect to the use or safeguarding of a Card from time to time.

iii. The following new Clause 2.4 will be added:

2.4 The Customer acknowledges and agrees that any Mobile Wallet is provided by the relevant provider of the Mobile Wallet (a "Mobile Wallet Provider") and not the Bank. Any terms and conditions that a Cardholder or Customer agrees to with the Mobile Wallet Provider will not bind the Bank or change or override any of these terms and conditions.

iv. The following new Clause 2.5 will be added:

2.5 If a Cardholder has any questions or complaints about the Mobile Wallet, the Cardholder should contact the Mobile Wallet Provider using the contact information provided by the Mobile Wallet Provider. The Bank shall have no obligation to assist the Cardholder or Customer with, or participate in, such communications.

v. Clause 6.1 will be revised as follows:

6.1 The Bank shall assign to the Company a Programme credit limit (and/or an individual credit limit for any Card) which may be varied, reduced, cancelled or suspended by the Bank from time to time by notice to the Company or without prior notice as provided below. The Company shall allocate the Programme credit limit amongst the Cardholders at its discretion, unless otherwise specified by the Bank. The Company undertakes to ensure that the aggregate of the individual credit limits assigned by it to the Cardholders shall not exceed the Programme credit limit. The Company may apply for a review of the assigned Programme credit limit at any time. The Bank may at its sole discretion (but shall not be obliged to), without prior notice to the Company or any Cardholder, increase an individual credit limit from time to time or permit Card Transactions to be effected in excess of an individual credit limit and the Company shall be liable for any related transaction in accordance with the terms of these terms and conditions. The Company may choose to opt in to or out of the over-the-limit facility for the relevant Card Account using the Bank's prescribed form. If the Company chooses to opt-out of the over-the-limit facility, Card Transaction which results in the current balance exceeding the assigned credit limit of the Card Account will not be effected, whilst the Card Account may still be subject to an over-the-limit scenario under certain circumstances (including but not limited to transactions approved yet late posted, posting of transactions which do not require authorisation for effecting payments, posting amounts exceeding authorisation amounts under certain circumstances such as currency exchange rate fluctuation for foreign currency transactions and transactions approved by MasterCard to a Card Account). The Bank may

at its discretion, as a result of a reasonable assessment of the credit risks associated with a Card Account, the Company or a Cardholder based on information available to the Bank, reduce an individual credit limit or the Programme credit limit to such amount as it thinks fit without prior notice to the Company or any Cardholder.

vi. Clause 9.2 will be revised as follows:

9.2 The loss or theft of any Card, or any device upon which a Mobile Card is stored, or the loss, theft or disclosure to a third party of any number used in relation to any cash advance or ATM function or facility incorporated in a Card, or any security credentials used to access or use a Mobile Card, should be reported immediately upon discovery of loss, theft or disclosure (to the HSBC Commercial Banking Service Hotline on (852) 2748 8288). The Company shall be fully liable for all cash advances effected as a result of the unauthorised use of any such number until notification of its loss, theft or disclosure has been received by the Bank or by a member of MasterCard. In respect of all other transactions debited to a Card Account as a result of the unauthorised use of a Card (“Non-cash Transactions”) until notification of its loss, theft or disclosure has been received by the Bank or by a member of MasterCard, except in the circumstances described below, the maximum liability for Non-cash Transactions shall be the assigned credit limit of the Card Account for the Company. The Company shall be fully liable for all Non-cash Transactions debited to the Card Account, without limit, and for all other losses suffered or incurred by the Bank or its service provider if the Cardholder and/or the Company has acted fraudulently or with gross negligence in using the Card or its related facilities and/or services or in safeguarding the related Card or has knowingly (whether voluntarily or otherwise) provided the Card or let the Card be taken by a third party or has knowingly (whether voluntarily or otherwise) provided the device where the Mobile Card is stored, or any Mobile Card details, device passcode, PIN, password or other security details relating to the Cardholder’s Mobile Card, Mobile Wallet or Mobile Device to a third party, or let such device or security details be taken by a third party or has failed to make a report in accordance with this Clause as soon as reasonably practicable upon discovery of loss, theft or disclosure. Failure to follow any measures to safeguard a Card and any such number or with regard to the usage thereof as recommended by the Bank in any communication to the Cardholder and/or the Company from time to time may be treated as gross negligence on the part of the Cardholder and/or the Company for the above purpose. Should a Cardholder retrieve his/her Card after it has been reported lost or stolen, it must not be used but cut in half and forwarded to the Bank. If a Card is lost or stolen, the related Cardholder

shall co-operate with the Bank and the police in their effort to recover the Card.

vii. The following new Clause 9.5 will be added:

9.5 The Bank shall have no liability for any loss suffered by the Customer and/or the Cardholder arising from or in connection with the use, functionality, or availability of any Mobile Wallet, including without limitation any operational or other issues associated with the Mobile Wallet or the Mobile Wallet Provider.

B. RMB Business Card Programme Agreement amendments

i. Clause 2.1 will be revised as follows:

2.1 Each Cardholder to whom a Card is issued agrees to sign the Card immediately upon receipt and will not permit any other person to use the Card and will at all times safeguard the Card and keep it under the Cardholder's personal control. The Cardholder shall comply with any operational or security measures communicated by the Bank with respect to the use or safeguarding of a Card from time to time.

ii. Clause 6.1 will be revised as follows:

6.1 The Bank shall assign to the Company a Programme credit limit (and/or an individual credit limit for any Card) which may be varied, reduced, cancelled or suspended by the Bank from time to time by notice to the Company or without prior notice as provided below. The Company shall allocate the Programme credit limit amongst the Cardholders at its discretion, unless otherwise specified by the Bank. The Company undertakes to ensure that the aggregate of the individual credit limits assigned by it to the Cardholders shall not exceed the Programme credit limit. The Company may apply for a review of the assigned Programme credit limit at any time. The Bank may at its sole discretion (but shall not be obliged to), without prior notice to the Company or any Cardholder, increase an individual credit limit from time to time or permit Card Transactions to be effected in excess of an individual credit limit and the Company shall be liable for any related transaction in accordance with the terms of these terms and conditions. The Company may choose to opt in to or out of the over-the-limit facility for the relevant Card Account using the Bank's prescribed form. If the Company chooses to opt-out of the over-the-limit facility, Card Transaction which results in the current balance exceeding the assigned credit limit of the Card Account will not be effected, whilst the Card Account may still be subject to an over-the-limit scenario under certain circumstances (including but not limited to

transactions approved yet late posted, posting of transactions which do not require authorisation for effecting payments, posting amounts exceeding authorisation amounts under certain circumstances such as currency exchange rate fluctuation for foreign currency transactions and transactions approved by UnionPay to a Card Account). The Bank may at its discretion, as a result of a reasonable assessment of the credit risks associated with a Card Account, the Company or a Cardholder based on information available to the Bank, reduce an individual credit limit or the Programme credit limit to such amount as it thinks fit without prior notice to the Company or any Cardholder.

iii. Clause 7.1(v) will be revised as follows:

7.1 (v) Without prejudice to Clause 6, if the Statement Balance (excluding all the fees and charges currently billed to the card statement) in respect of any Card exceeds the credit limit for the time being assigned to the related Card Account, the Bank reserves the right to charge an overlimit handling fee of ~~RMB160~~, which will be debited to the related Card Account on the statement date.

iv. Clause 9.2 will be revised as follows:

9.2 The loss or theft of any Card, or the loss, theft or disclosure to a third party of any number used in relation to any cash advance or ATM function or facility incorporated in a Card, should be reported immediately upon discovery of loss, theft or disclosure (to the ~~Bank's Card Centre in the Hong Kong Special Administrative Region ("Hong Kong")~~ HSBC Commercial Banking Service Hotline on (852) 2748 8288, ~~or, if overseas, to any member of CUP~~). The Company shall be fully liable for all cash advances effected as a result of the unauthorised use of any such number until notification of its loss, theft or disclosure has been received by the Bank or by a member of CUP. In respect of all other transactions debited to a Card Account as a result of the unauthorised use of a Card ("Non-cash Transactions") until notification of its loss, theft or disclosure has been received by the Bank or by a member of CUP, except in the circumstances described below, the maximum liability for Non-cash Transactions shall be the assigned credit limit of the Card Account for the Company. The Company shall be fully liable for all Non-cash Transactions debited to the Card Account, without limit, and for all other losses suffered or incurred by the Bank or its service provider if the Cardholder and/or the Company has acted fraudulently or with gross negligence in using the Card or its related facilities and/or services or in safeguarding the related Card or has knowingly (whether voluntarily or otherwise) provided the Card or let the Card be taken by a third party or has failed to make a report in accordance with this Clause as soon as

reasonably practicable upon discovery of loss, theft or disclosure. Failure to follow any measures to safeguard a Card and any such number or with regard to the usage thereof as recommended by the Bank in any communication to the Cardholder and/or the Company from time to time may be treated as gross negligence on the part of the Cardholder and/or the Company for the above purpose. Should a Cardholder retrieve his/her Card after it has been reported lost or stolen, it must not be used but cut in half and forwarded to the Bank. If a Card is lost or stolen, the related Cardholder shall co-operate with the Bank and the police in their effort to recover the Card.

v. Clause 12 will be removed entirely

12. Phonebanking Service

A Cardholder and/or the Company respective use of the 'Phonebanking Service' will at all times be governed by the terms and conditions that apply to the Bank's Phonebanking Service which are currently set out in Section 5 of the General Terms and Conditions (for Personal Sole Account, Joint Account and Business Account Holders) issued by the Bank.

The applicable amendments shall be binding on you if your cardholder(s) continue to use their Business Mastercard or RMB Business Card (UnionPay) on or after 21 November 2023.

You can access the full version of the updated agreements at:

- (i) Business Card Programme Agreement –
<https://www.business.hsbc.com.hk/en-gb/products/business-master-card>
- (ii) RMB Business Card Programme Agreement -
<https://www.business.hsbc.com.hk/en-gb/products/rmb-business-card>

If there is any discrepancy between the English and Chinese versions of this notice, the English version shall prevail.

20 October 2023

Issued by The Hongkong and Shanghai Banking Corporation Limited

有關公司卡計劃合約及人民幣公司卡計劃合約的修訂通知

你收到此通知是因為你持有滙豐公司 MasterCard 及/或人民幣公司卡（銀聯）。我們謹通知你有關計劃合約將進行修訂，這些修訂將於 2023 年 11 月 21 日起生效。

對於公司 MasterCard 客戶，滙豐將於 2023 年 11 月 21 日起為其提供手機錢包功能。為了配合這項新功能及最新的監管指引，我們正在更新公司卡計劃合約。請參閱下列甲部份的實質性修訂概述（加以重點）。

對於人民幣公司卡（銀聯）客戶，我們正在更新人民幣公司卡計劃合約以配合最新的監管指引，並進行一些細微的修改。請參閱下列乙部份的實質性修訂概述（加以重點）。

甲. 公司卡計劃合約將作以下修訂

i. 條款簡介將修訂如下:

(a) 就香港上海滙豐銀行有限公司（簡稱「本行」）應持卡人僱主（簡稱「公司」）的要求發出公司卡 — 即白金公司 Mastercard、環球公司 Mastercard 或環球尊尚公司 Mastercard（簡稱「公司卡」或「卡」）的持卡人對公司卡之使用，及 (b) 公司對於本行公司卡計劃（簡稱「本計劃」）的參與，須受下列條款及細則規限。公司將公司卡給予持卡人，即表示公司已接受本條款及細則並受其約束。持卡人一經使用其公司卡，亦即持卡人表示已接受本條款及細則並受其約束。

在文意許可的情況下，公司卡包括儲存在持卡人智能手機、平板電腦或其他電子、數碼或流動裝置上的虛擬錢包（簡稱「手機錢包」）中數碼形式的卡（簡稱「流動卡」）。

ii. 條款 2.1 將修訂如下:

2.1 每位獲發公司卡的持卡人同意在收卡後立即在卡上簽署，並不會將卡轉讓他人使用，並會時刻小心保管公司卡，置之於持卡人的個人控管下。持卡人須遵守本行不時就卡的使用或維護而發出的任何操作或保安措施通訊。

iii. **新增條款第 2.4 條如下：**

2.4 客戶確認並同意，任何手機錢包均由相關手機錢包的供應商（「手機錢包供應商」）而非本行提供。持卡人或客戶與手機錢包供應商同意的任何條款及細則不會約束本行、更改或推翻任何本條款及細則。

iv. **新增條款第 2.5 條如下：**

2.5 倘若持卡人有任何關於手機錢包的問題或投訴，持卡人應使用手機錢包供應商提供的聯絡資料聯絡手機錢包供應商。本行並無責任協助持卡人或客戶作出或參與該等溝通。

v. **條款第 6.1 條將修訂如下：**

6.1 本行可對公司設定公司卡計劃信用限額（及/ 或任何公司卡個別信用限額）。在通知公司後或在下文規限內未事先通知公司的情況下，本行可不時更改、減少、取消或暫停信用限額。除本行另行指定，公司可酌情將公司卡計劃信用限額分配予各持卡人。公司承諾將確保各持卡人獲分配的信用限額總額，不會超出本計劃的信用限額。公司可隨時申請檢討其獲批的公司卡計劃信用限額。本行可自行決定（但無義務）在未事先通知公司或持卡人的情況下不時提高任何持卡人的信用限額，或批准進行超出信用限額的卡交易。公司須為任何按照本條款及細則進行的有關交易承擔責任。公司可為卡戶口選擇接受或拒絕接受超出信用限額信貸安排。倘若公司選擇拒絕接受超出信用限額信貸安排，導致該卡戶口結欠超出可用信用限額之卡交易將不會獲批核，惟該卡戶口在若干情況下（包括但不限於已獲批核但延遲誌賬的交易、誌賬不需授權而批出的交易、在若干情況下（例如外幣匯率波動）誌賬金額超過授權金額的交易，以及萬事達卡核准至閣下的公司卡賬戶而導致超出信用限額的交易）仍可能超出信用限額。本行可根據所得資料，對卡戶口、公司或任何持卡人進行合理的信貸風險評估，並因應評估結果而自行決定降低個別信用限額或公司卡計劃信用限額至本行認為合適的金額而毋須事先通知公司或任何持卡人。

vi. **條款第 9.2 條將修訂如下：**

9.2 任何卡或儲存流動卡的裝置如有遺失或被竊，或如用於任何現金貸款或附於該卡的自動櫃員機功能或服務的任何相關密碼或用於登入或使用流動卡的任何安全憑證遭遺失、被竊或外泄予第三者，應在發覺後立即報知本行（滙豐商業理財服務熱線，電話：(852) 2748 8288）。公司須就本行或任何萬事達卡成員收到有關遺失、被竊或外泄的通知前因任何上述密碼被擅用而引致的所有現金貸款承擔全部責任。在本行或任何萬事達卡成員收到有關遺失、被竊或外泄的通知前，除下述情況外，對於因該卡被擅用而記誌為有關卡戶口支出賬項的所有其他交易（簡稱「非現金交易」），公司須承擔的最高款額為有關卡戶口的指定信用限額。有關持卡人及/ 或公司如在使用該卡或有關的設施及/ 或服務、或保管該卡方面有欺詐行為或嚴重疏忽，或在知情的情況下（無論自願或非自願）提供該卡予第三者或讓第三者取用該卡，或故意（無論自願或非自願）向第三方提供儲存流動卡的裝置或任何與持卡人的流動卡、手機錢包或流動裝置相關的流動卡資料、裝置密碼、私人密碼、密碼或其他安全資料，或讓第三方取用該等裝置或安全資料，或於發現遺失、被竊或外泄後，未有遵照本條款的規定，在合理時限內盡快向本行或上述組織報失，則公司須對記誌為有關卡戶口支出賬項的所有非現金交易及對本行及其服務供應商所造成或引致的一切損失承擔全部責任（不設上限）。如未能遵照本行不時以任何通訊方式向持卡人及/ 或公司建議有關公司卡及任何密碼的保管或使用的措施，可被視為公司及/ 或持卡人的嚴重疏忽論。持卡人如在報失或報稱被竊後取回該卡，則不得使用該卡，而必須將該卡剪成兩半，交回本行。公司卡如有遺失或被竊，有關持卡人必須與本行及警方通力合作，以尋回失卡。

vii. **新增條款第 9.5 條如下：**

9.5 本行對於客戶及/或持卡人因手機錢包的使用、功能或可用性而產生或與之相關而蒙受的任何損失（包括但不限於與手機錢包或手機錢包供應商相關的任何操作或其他問題），概不負責。

乙. 人民幣公司卡計劃合約將作以下修訂

(i) **條款 2.1 將修訂如下:**

2.1 每位獲發公司卡的持卡人同意在收卡後立即在卡上簽署，並不會將卡轉讓他人使用，並會時刻小心保管公司卡，置之於持卡人的個人控管下。持卡人須遵守本行不時就卡的使用或維護而發出的任何操作或保安措施通訊。

(ii) **條款第 6.1 條將修訂如下：**

6.1 本行可對公司設定公司卡計劃信用限額（及/ 或任何公司卡個別信用限額）。在通知公司後或在下文規限內未事先通知公司的情況下，本行可不時更改、減少、取消或暫停信用限額。除本行另行指定，公司可酌情將公司卡計劃信用限額分配予各持卡人。公司承諾將確保各持卡人獲分配的信用限額總額，不會超出本計劃的信用限額。公司可隨時申請檢討其獲批的公司卡計劃信用限額。本行可自行決定（但無義務）在未事先通知公司或持卡人的情況下不時提高任何持卡人的信用限額，或批准進行超出信用限額的卡交易。公司須為任何按照本條款及細則進行的有關交易承擔責任。公司可為卡戶口選擇接受或拒絕接受超出信用限額信貸安排。倘若公司選擇拒絕接受超出信用限額信貸安排，導致該卡戶口結欠超出可用信用限額之卡交易將不會獲批核，惟該卡戶口在若干情況下（包括但不限於已獲批核但延遲誌賬的交易、誌賬不需授權而批出的交易、在若干情況下（例如外幣匯率波動）誌賬金額超過授權金額的交易，以及銀聯核准至閣下的公司卡賬戶而導致超出信用限額的交易）仍可能超出信用限額。本行可根據所得資料，對卡戶口、公司或任何持卡人進行合理的信貸風險評估，並因應評估結果而自行決定降低個別信用限額或公司卡計劃信用限額至本行認為合適的金額而毋須事先通知公司或任何持卡人。

(iii) **條款第 7.1(v) 條將修訂如下：**

7.1 (v) 在無損本條款及細則第 6 條文的情況下，如任何公司卡的結單結欠（扣除當期月結單誌入的任何費用後）超出有關卡戶口當時獲授予的信用限額，本行保留權利收取超出信用限額手續費人民幣 160 元。此項收費將於結單日從有關卡戶口中扣取。

(iv) **條款第 7.1(vi) 條將修訂如下：**

7.1 (vi) 凡存入或支賬予任何卡戶口的支票或直接付款指示遭退回，而該支票或直接付款指示並非由設於本行的任何戶口發出，本行每次會從有關卡戶口中扣取人民幣 85 元手續費。

(v) **條款第 9.2 條將修訂如下：**

9.2 任何卡如有遺失或被竊，或如用於任何現金貸款或附於該卡的自動櫃員機功能或服務的任何相關密碼或用於登入或使用流動卡的任何安全憑證遭遺失、被竊或外泄予第三者，應在發覺後立即報知本行（如在香港特別行政區（簡稱「香港」），應報知本行信用卡中心滙豐商業理財服務熱線，電話：(852) 2748 8288；如在海外，應報知銀聯組織的任何成員）。公司須就本行或任何銀聯組織成員收到有關遺失、被竊或外泄的通知前因任何上述密碼被擅用而引致的所有現金貸款承擔全部責任。在本行或任何銀聯組織成員收到有關遺失、被竊或外泄的通知前，除下述情況外，對於因該卡被擅用而記誌為有關卡戶口支出賬項的所有其他交易（簡稱「非現金交易」），公司須承擔的最高款額為有關卡戶口的指定信用限額。有關持卡人及/ 或公司如在使用該卡或有關的設施及/ 或服務、或保管該卡方面有欺詐行為或嚴重疏忽，或在知情的情況下（無論自願或非自願）提供該卡予第三者或讓第三者取用該卡，或於發現遺失、被竊或外泄後，未有遵照本條款的規定，在合理時限內盡快向本行或上述組織報失，則公司須對記誌為有關卡戶口支出賬項的所有非現金交易及對本行及其服務供應商所造成或引致的一切損失承擔全部責任（不設上限）。如未能遵照本行不時以任何通訊方式向持卡人及/ 或公司建議有關公司卡及任何密碼的保管或使用的措施，可被視為公司及/ 或持卡人的嚴重疏忽論。持卡人如在報失或報稱被竊後取回該卡，則不得使用該卡，而必須將該卡剪成兩半，交回本行。公司卡如有遺失或被竊，有關持卡人必須與本行及警方通力合作，以尋回失卡。

(vi) **條款第 12 條將會完全刪除：**

12 電話理財服務

凡使用「電話理財服務」，持卡人及／或公司將受適用於本行電話理財服務第五部分的條款及細則所規管。該等條款及細則目前列載於由本行發出的一般章則條款（個人獨立戶口、聯名戶口及商業戶口持有人適用）。

如你的持卡人在2023年11月21日或以後繼續使用公司 Mastercard或人民幣公司卡，上述相關修訂將對你具有約束力。

你可於以下網址獲取已修改的公司卡計劃合約及人民幣公司卡計劃合約

(i) 公司卡計劃合約 -

<https://www.business.hsbc.com.hk/zh-hk/products/business-master-card>

(ii) 人民幣公司卡計劃合約 —

<https://www.business.hsbc.com.hk/zh-hk/products/rmb-business-card>

如中英文版本有任何歧義，概以英文版為準。

2023年10月20日

由香港上海滙豐銀行有限公司刊發