

1 Relationship Documents

- 1.1 This Services Schedule is a schedule to and incorporates the terms of the Master Services Agreement.
- 1.2 This Services Schedule sets out the specific terms that apply to Corporate Cards Services.
- 1.3 Capitalised terms used but not defined in this Services Schedule are as defined in the Master Services Agreement.
- 1.4 Where the Customer only has Corporate Cards Services with the Bank and does not have an Account with the Bank, the following in the Master Services Agreement shall not apply to the Customer: Communications, Instructions and Security Procedures, Credits and Debits, Interest, Security Interest, and the third paragraph of the Performance and Liability Clause.

2 Card issue and renewal

- 2.1 The Bank will issue Cards and renew and replace them unless cancelled and, if appropriate for the Card type, issue a PIN or other identifier to each Cardholder. Cards may be issued to anyone the Customer requests, unless the Bank objects or refuses in its absolute discretion.
- 2.2 The Customer shall be responsible for delivery of Cards to Cardholder(s).
- 2.3 The Customer shall:
- ensure that a Card is used solely for the Customer's business purposes;
 - ensure compliance by Cardholders with any Conditions of Use; and
 - notify the Bank prior to issuing Cards to persons employed by an entity other than the Customer: (i) which is less than fifty percent (50%) owned by the Customer or its group or (ii) if such Cards are intended to be used otherwise than for the Customer's own business purposes, whereupon the Bank may request additional information. The Bank may decline to issue such Cards and recommend that such entity applies for its own cards programme.

3 Credit limits and initiation of transactions

- 3.1 The aggregate credit limit of all the Customer's Card programmes shall not exceed the Customer Limit.
- 3.2 The Customer will ensure, unless prior approval has been provided by the Bank, the aggregate of balances outstanding on all Cards at any time shall not exceed the Customer Limit. The Bank may make changes to the Customer Limit and Card Limits from time to time, shall give the Customer written notice as soon as practicable and, where changes lead to an outstanding balance above the revised Customer Limit or Card Limit, the written notice will include the period within which the Customer must make a payment to the Bank to reduce such balance so that it is equal to or less than the revised Customer Limit or Card Limit.
- 3.3 If any Customer Limit or Card Limit is exceeded without the Bank's approval, the Customer shall immediately repay the excess upon the earlier of (i) a demand by the Bank or (ii) otherwise becoming aware of exceeding such limit.
- 3.4 The Bank is authorised to debit each Card with the value of all transactions and cash advances initiated by use of the Card (whether with or without use of a PIN or other identifier)

whether or not properly authorised by the Cardholder or the Customer in accordance with the Relationship Documents and any other procedures instructed by the Bank, including (without limitation) all transactions and cash advances for which a merchant does not require express authorisation from the Bank and any transactions and cash advances which may exceed the Card Limit or the Customer Limit.

- 3.5 When asked to authorise a transaction or cash advance, the Bank will take into account any other transactions or cash advances already initiated on the relevant Card, whether that transaction or cash advance has been completed or not. This may lead to the transaction or cash advance being declined. The Bank may refuse to authorise use of a Card if it considers that the Card has been or is likely to be misused. The Bank may refer an authorisation request back to the merchant for further information from Cardholder. This may also be done for fraud prevention purposes.

- 3.6 A payment made by use of a Card cannot be stopped upon request. If a merchant agrees to make a refund, the Bank will credit the relevant Card only upon receipt of a written instruction in a form acceptable to the Bank from the merchant. The Bank cannot be held responsible for any delay in the receipt of such instructions.

4 Statements and Payment

- 4.1 The Customer, and the Cardholder where requested, will be provided with Statements by the Bank. The Customer must notify, and ensure that any Cardholder notifies, the Bank immediately of any change to contact details.
- 4.2 The Customer shall pay to the order of the Bank, in immediately available funds in the currency in which the Card is denominated:
- an amount equal to the entire balance of each Card; and
 - all applicable interest, fees and charges which apply for the relevant Card type(s) in accordance with the Pricing Letter or on such basis as agreed between the Bank and the Customer in writing from time to time;

as specified on the Statement by the Payment Date. This may include charges payable if the Bank does not receive a payment in full by the Payment Date or if an outstanding balance exceeds an applicable Customer Limit or Card Limit.

5 Liability for transactions

- 5.1 The Customer shall be solely liable to and pay the Bank for payment of the value of all transactions made by use of a Card whether or not that transaction has been made for the purposes of the Customer's business or with the authority of the Cardholder or Customer, together with any charges, fees, and interest payable. This will include any transactions made after the cancellation of a Card, except as provided in Clause 8.
- 5.2 Notwithstanding Clause 5.1 and subject to Clause 5.3, the Customer shall have no liability for unauthorised transactions after a Card has been reported to the Bank that the Card has been lost or stolen, that the Card details may be known by a third party or that unauthorised or fraudulent use is suspected. The amount of any transactions that have been debited in these circumstances will be provisionally credited to the relevant Card, including any related interest or charges. The Bank shall have no further liability to the Customer. The Bank may require written notification that an item on the Customer's Statement is not a recognised transaction on the Card before the Bank can process any refund.

- 5.3 Upon a report being made under Clause 5.2, the Bank will follow its procedures to cancel or block use of the Card, but if any Loss, theft, fraudulent or unauthorised use of a Card or the disclosure of the Card details is attributable to the fraud or negligence of a Cardholder or of the Customer (or of any agent, representative, employee or officer [collectively, "**Representative**"] of a Cardholder or the Customer), the Customer shall remain liable for any transactions. For the purpose of this clause, "negligence" shall include any relevant failure by the Cardholder or the Customer (or by any Representative) to observe any Conditions of Use.
- 5.4 In no event shall a Cardholder be liable to the Bank for Card transactions, and any credit extended hereunder is extended solely to the Customer.
- 5.5 The Customer must continue to pay the Bank any money outstanding under the Relationship Documents without any deduction, set-off or withholding and the Customer shall remain liable to make payments required under the Relationship Documents even if the Customer is in dispute with or has a claim against a merchant over a transaction or a cash advance.
- 5.6 The Bank shall have no liability if any merchant, cash machine, terminal, bank or approved travel management company refuses to or cannot accept a Card transaction or for the way in which such refusal is communicated.
- ## 6 Portal(s)
- 6.1 By accessing the Portal(s) the Customer agrees on its own behalf and on behalf of each of the Card Administrator(s) and Cardholders to be bound by all the terms and conditions contained in such Portal(s), in the Relationship Documents and/or in any agreement with a Third Party Portal Provider (if applicable).
- 6.2 The Customer acknowledges and agrees that:
- (a) in using the Portal(s), the Customer shall be bound by all actions of the Card Administrator and Cardholder taken in respect of the Corporate Cards Services and ratifies hereby (and, at any time upon the Bank's request, shall ratify and confirm) all actions of the Card Administrator and Cardholder taken on its behalf;
 - (b) whenever the Customer instructs the Bank to provide the Card Administrator and Cardholder with access to its Corporate Cards Services via the Portal(s), the Customer (but not the Bank) must notify the Card Administrator and Cardholder of such instruction details;
 - (c) whenever the Card Administrator instructs the Bank to add or amend the Corporate Cards Services via the Portal(s), the Bank is under no obligation to notify the Customer;
 - (d) the Customer shall, and shall ensure that the Card Administrator and Cardholder shall: (i) keep security credentials issued to them for the Portal(s) confidential and secure from unauthorised use; (ii) comply with all directions issued by the Bank or Third Party Portal Provider (as applicable) pertaining to such security credentials and/or the Portal(s); and (iii) immediately notify the Bank or Third Party Portal Provider (as applicable) if the Customer suspects that a security credential has been compromised;
- (e) where the Portal(s) is provided or operated by a Third Party Portal Provider, neither the Bank nor any member of the Group shall be liable for any Loss resulting from the Customer's, Card Administrator's or Cardholder's use of or access to the Portal(s) or from the acts or omissions of the Third Party Portal Provider. The Bank makes no representations and warranties with regard to the Portal(s) express or implied; and
 - (f) the Bank or Third Party Portal Provider (as applicable) can immediately limit or suspend the Customer's, Card Administrator's and/or Cardholder's access to and use of the Portal(s) where it: (i) is of the opinion that the terms and conditions referred to in Clause 6.1 have been breached; or (ii) determines that such action is appropriate, desirable or necessary due to any person's use or actions in connection with the use of the Portal(s).
- 6.3 The Customer hereby provides the following consents:
- (a) the Bank is permitted to disclose any Customer Information relating to the Customer's Corporate Cards Services to the Card Administrator and any Communication to the Card Administrator regarding the Corporate Cards Services, will constitute notice to the Customer; and
 - (b) the Bank is permitted to disclose the Customer Information including information relating to its Corporate Cards Services to any third party nominated by the Customer. The Bank is entitled to continue to share information with such third parties until the Customer or the Card Administrator submits instructions to terminate such arrangement. The Bank shall not be responsible for the selection of such third parties nor shall it be liable for any Losses as a result of such arrangement.
- 6.4 The Customer hereby indemnifies the Bank against any loss, damages, liability, costs, claims, demands and expenses incurred by the Bank of any kind when acting in accordance with instructions from the Card Administrator in relation to the Customer's Corporate Cards Services.
- 6.5 The Customer confirms that the appointment of the Card Administrator and all of the above consents in this Clause 6 shall remain in full force and effect until the Bank has received written notice of revocation of such appointment from the Customer in form and substance acceptable to the Bank and the Bank has had a reasonable opportunity to act on it.
- ## 7 Termination
- Clauses 5 and 8 shall survive termination of all or any part of the Relationship Documents.
- ## 8 Cancellation and surrender of Cards
- 8.1 Cards remain the Bank's property and it may suspend or cancel a Card at any time. The Bank will use reasonable endeavors to notify the Customer prior to such suspension or cancellation but in any event shall inform the Customer of such suspension or cancellation as soon as practicable.
- 8.2 The Bank will cancel a Card once it has had a reasonable opportunity to act upon receipt of a request to cancel from the Customer or the Card Administrator. The Customer shall notify the Bank immediately (or use the Portal(s) to cancel a Card immediately) if a Cardholder is no longer authorised to use a Card.

8.3 Upon a request by the Customer to cancel a Card or on notice that the Bank has cancelled a Card or on termination of the Relationship Documents in accordance with their terms, the Customer shall return to the Bank the Card(s), cut in half vertically, or destroy such Cards and give written confirmation to the Bank that this has occurred.

8.4 In cancelling Card(s), the Bank will follow its usual procedures to block use of the Card(s) (whether or not returned to the Bank), but if transactions or cash advances are made by use of a Card or its details after cancellation, the Relationship Documents shall continue to apply in relation to that Card and transactions and cash advances made under it until the receipt by the Bank of all sums outstanding in respect of the Card.

9 Governing law

The Customer agrees that the Corporate Cards Services shall be deemed to be provided in the jurisdiction where the Bank is located, irrespective of the Customer's location or where a Cardholder uses a Card (if such location or use is in a different jurisdiction).

10 Definitions

- **Card** means any card issued by the Bank in physical or electronic form.
- **Card Administrator** means any administrator notified by the Customer or by an existing administrator to the Bank under the Relationship Documents, in accordance with the Relationship Documents via the Portal(s), in respect of the Corporate Cards Services.
- **Card Limit** means a credit limit applicable to a Card as initially determined by the Customer or as notified by the Bank to the Customer in writing from time to time.
- **Cardholder** means any person to whom the Bank has agreed to issue a Card under the Relationship Documents or via the Portal(s) following receipt from the Customer of a duly completed cardholder application or nomination form in a format specified by the Bank.
- **Conditions of Use** means any terms or conditions issued by the Bank from time to time for a relevant Card type, to be provided by the Customer to each Cardholder to whom a Card of that type has been issued.
- **Corporate Cards Services** means the corporate cards services supplied to the Customer in accordance with this Schedule.
- **Customer Limit** means the maximum allowable outstanding balance on all Cards, as notified by the Bank to the Customer in writing from time to time.
- **Payment Date** means the date specified in the Statement by which payment of the balance is to be received by the Bank.
- **PIN** means personal identification number.
- **Portal(s)** means the electronic communication channel (s) made available to the Customer by the Bank or a Third Party Portal Provider for management of the Corporate Cards Services.
- **Pricing Letter** means any guide or facts statement related to fees, charges, interest, pricing and/or related matters that the Bank agrees with the Customer from time to time.

- **Statement** means the periodic statement issued by the Bank which sets out details of the Card balance and any interest, fees and charges.
- **Third Party Portal Provider** means a provider or operator of the Portal(s) that is not the Bank.

Corporate Card Hong Kong SAR Local Conditions

The following are specific terms which amend and/or supplement the Corporate Card Services Schedule in respect of Services provided by the Bank to the Customer in Hong Kong SAR only ("**Corporate Card Hong Kong SAR Local Conditions**"). For the purposes of determining the applicable Relationship Documents and orders of priority of such documents in the event of any conflict, these local conditions should be construed in the same manner as Country Conditions.

1 Banking (Exposure Limits) Rules

The Banking (Exposure Limits) Rules (Cap. 155S) ("**BELR**") and the related regulations in Hong Kong SAR have imposed on the Bank certain limitations on advances to persons related to the Group. Except as otherwise notified to the Bank, the Customer confirms that it is not related or connected to any member of the Group for the purpose of the BELR, which can be accessed at <https://www.elegislation.gov.hk/hk/cap155S> or the related regulatory guideline. The Customer agrees to notify the Bank promptly in writing if this confirmation is no longer true and correct.

2 Code of Banking Practice

To comply with the Code of Banking Practice, the Bank needs to obtain the Customer's consent before it can provide a copy of summary of the Corporate Cards Services, or information on the Customer's outstanding liabilities owed to the Bank, to any guarantor or other third party providing security in respect of the Customer's liabilities ("**the Surety**") or to the Surety's advisers. In addition, if the Bank is obliged to make any formal demand for repayment because the Customer has failed to settle an amount due following a customary reminder, the Bank will also need to provide the Surety with a copy of the latest statement of account and/or to give the Surety details of the Customer's outstanding liabilities owed to the Bank, whether actual or contingent. The Customer agrees to the Bank providing any of the aforesaid documents or information to the Surety (including any potential Surety), to the Surety's solicitors and other professional advisers. The Customer understands that, if this consent is not given, the Bank will be unable to provide or continue to provide the Corporate Cards Services to the Customer.