

## NOTICE OF AMENDMENTS RELATING TO THE BUSINESS CARD PROGRAMME AGREEMENT

### A. Business Card Programme Agreement and RMB Business Card Programme Agreement amendments with effect from 10 March 2020

HSBC is committed to promoting changes and improvements in its provision of banking services. In order to streamline the credit approval process and as part of the ongoing review of our service terms and conditions, please be advised that the terms and conditions in the Business Card Programme Agreement will be updated.

With effect from 10 March 2020, various amendments, including some minor touch-ups, will be incorporated into the Business Card Programme Agreement. The substantive amendments are summarised below (emphasis added):

#### i. Clause 3.2 will be revised to state the following:

3.2 The Company is liable for all charges and amounts outstanding in the Card Account irrespective of its choice of billing:

- (i) where the Company has selected individual billing, the Cardholder is responsible for arranging the payment of the Statement Balance by the Company; and
- (ii) where the Company has selected central billing, the Company is responsible for arranging the payment of the Statement Balance.

The Bank will send to each Cardholder monthly (on the statement date) a Card statement detailing the current total amount outstanding on the Cardholder's Card Account (the "Statement Balance"), the minimum sum to be paid in respect of the Statement Balance as determined by the Bank (the "Minimum Payment Due"), such part of the Minimum Payment Due that is payable immediately and the date by which the remaining payment must be made to the Bank (the "Settlement Date") and simultaneously to the Company a consolidated Business Card Programme statement summarising, inter alia, the Statement Balance, the Minimum Payment Due, such part thereof that is payable immediately and the Settlement Date by which the remaining payment is due for settlement.

#### ii. The first sentence of Clause 5.1 will be revised to state the following:

5.1 A Cardholder shall be entitled on presentation of his/her valid Card at selected branches of the Bank (or office of a member of MasterCard) to receive in the domestic currency of the country or region in which such advances are made, cash advances in such amounts as shall be specified by the Bank or such member from time to time.

#### iii. The following new Clause 5.3 will be added:

5.3 The Bank reserves the right to decline a request for cash advances.

#### iv. The first sentence of Clause 6.1 will be revised to state the following:

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.

#### v. Clause 6.2 will be revised to state the following:

6.2 When asked to authorise a transaction, the Bank will take into account any restrictions (with regard to credit limits, industry categories, countries or otherwise) on the use of the Card in question as agreed between the Bank and the Company as well as any other transaction already debited to the relevant or any other Card Account within the Programme or for which authorisation has been given. The Bank reserves the right to decline a transaction.

#### vi. Clause 6.3 will be revised to state the following:

6.3 Any credit limit assigned to a Card Account by the Bank or the Company should be observed by the related Cardholder but it may be varied, reduced, cancelled or suspended by the Bank from time to time by notice to the Cardholder and/or the Company or without prior notice in the circumstances described in Clause 6.1.

#### vii. The following new Clause 6.4 will be added:

6.4 If the Bank at its sole discretion determines that a security is required from the Company to secure the credit limit and/or to cover the outstanding balance, then upon the Bank's request, the Company shall furnish to the Bank, within the period reasonably designated by the Bank, such security or additional security as shall be acceptable to the Bank. Where a security is required, the Company shall promptly, on demand, pay to, or reimburse, the Bank the amount of all costs and expenses (including any legal fees) incurred by the Bank including without limitation, as a result of obtaining a legal opinion in support of security or registration, release, reassign or discharge (as appropriate) of security of the Company or a third party security provider by the Bank.

#### viii. The new first sentence of Clause 10.1 will be added to statement the following:

10.1 The Company must continue to pay the Bank any money outstanding under these terms and conditions without any set-off, deduction, or withholding. If the Company is required by any applicable laws or regulations to make any deduction or withholding from any sum payable by the Company to the Bank hereunder, then the liability in respect of that deduction or withholding shall be the liability of the Company such that after the making of such deduction or withholding the net payment shall be equal to the amount which the Bank would have received had no such deduction or withholding been made. It shall be the full responsibility of the Company to effect payment of such deduction or withholding to the relevant authority within the applicable time limit and the Company shall indemnify the Bank for all reasonable foreseeable consequences of the Company's failure to do so.

#### ix. The following new Clause 10.3 will be added:

10.3 The Bank shall be entitled to have solicitors of its choice appointed to prepare the necessary documentation relating to these terms and conditions and/or the security to be provided. All their charges and disbursements incurred in this respect will be for the Company's account. Any filing fees and fees incurred in obtaining a legal opinion will also be for the Company's account.

#### x. Clause 11.2 will be revised to state the following:

11.2 If the Bank has incurred any legal or collection fees or other costs and expenses which are of reasonable amount in connection with provision of the credit limit, or for the purpose of demanding, collecting or suing, to recover any sum payable hereunder from the Company or for other remedies resulting from the breach or non-compliance of any terms of these terms and conditions, the Company will fully reimburse the Bank for all such legal fees and any other fees and expenses incurred in that connection. Pending such payment, the Bank will be entitled to charge finance charges at its prevailing rate(s).

#### xi. The first paragraph of Clause 14.4 will be revised to state the following:

14.4 The Bank may, at its discretion, accept notices, instructions and/or other communication from the Company via facsimile transmission ("fax instructions"). In respect of such fax instructions, which shall be confirmed in each case by an original copy in writing within five days thereafter, the Company confirms that:

#### xii. Clause 15.4 will be revised to state the following:

15.4 The Bank reserves the right to destroy any documents relating to any Card Account after microfilming/scanning the same and destroy any microfilmed/scanned record after such period of time as it considers prudent.

#### xiii. The first sentence of Clause 15.8 will be revised to state the following:

15.8 To comply with the Code of Banking Practice, the Bank needs to obtain the Company's consent before it can provide a copy of summary of the Programme, or information on the Company's outstanding liabilities owed to the Bank, to any guarantor or other third party providing security in respect of the Company's liabilities ("the Surety") or to the Surety's advisers.

#### xiv. The following new Clause 15.11 will be added:

15.11 Without prejudice to any other mode of service allowed under any relevant law, the Company (other than a Company incorporated in Hong Kong) shall:

- (i) promptly upon the request of the Bank, irrevocably appoint an agent in Hong Kong acceptable to the Bank in order to accept service of process in relation to any proceedings before the Hong Kong courts in connection with the Programme and/or these terms and conditions; and
- (ii) agree that failure by a process agent to notify the Company of the process will not invalidate the proceedings concerned.

#### xv. Clause 16 will be revised to state the following:

16. Governing Law

These terms and conditions will be governed by and construed in accordance with the laws of Hong Kong. Each party irrevocably agrees that the Hong Kong courts shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions.

### B. Cash Advance Fee (from ATM) for the RMB Business Card

We would also like to take this opportunity to remind you that a RMB Business Card holder may use the RMB Business Card to obtain cash advances (which shall be debited to the relevant Card Account), and that the cash advances will be subject to a cash advance fee of 2% and handling fee of 3% on the amount of advance (minimum RMB50), as referred to in Section 5 of the RMB Business Card Programme Agreement and the document "Information on your RMB Business Card". These fees will also be updated on all other related materials for consistency purpose.

Please note that:

- (a) the amendments under Part A shall be binding on you if you continue to use or retain your card(s) after 10 March 2020. If you decline to accept the amendments, you have the right to terminate your card(s) according to the relevant provision(s) under the respective Business Card Programme Agreement before 10 March 2020. If you wish to make any such arrangements or have any queries, please contact us at any one of our branches or call our customer service hotline (852) 2748 8288; and
- (b) with effect from 10 March 2020, any materials or information (including information contained in forms, factsheets, product information, customer communications, marketing and promotional materials) made available to you in any manner or published by us which relate to the Business Card Programme Agreement should be read with reference to the amendments under Part A. If there are any inconsistencies between (i) such materials or information and (ii) the amended Business Card Programme Agreement, the latter will prevail.

Copies of the full version of the updated Business Programme Agreement and RMB Business Card Programme Agreement can be found at <http://www.business.hsbc.com.hk/en-gb/financing-and-credit-cards/commercialcards/business-master-card> after 10 March 2020.

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

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