

The below terms and conditions govern your use of the Card (as defined below) and related services. Before you use any of your Card and any related services, please read this Agreement carefully and make sure that you understand the terms and conditions thoroughly. By using the Card, the Card Account (as defined below), the Card Account Number (as defined below) or any related services, you accept all the terms and conditions set out below and are bound by them.

If you do not want to be bound by the terms and conditions set out below, please cut the Card immediately into halves and return the pieces to us or (for Virtual Card (as defined below) only) you must give us reasonable written notice in reasonable time to terminate the Card Account. Termination of the Card and Card Account by you is only effective after we have actually received the Card or notice.

## 1. Meaning of Words

In this Agreement, unless the context otherwise requires:

- **"Agreement"** means this OCBC Wing Hang Credit Card Cardholder Agreement and as from time to time amended, varied, supplemented or replaced by us.
- **"ATM"** means an automatic teller machine or automatic cash dispenser or Terminal through which a banking transaction may be effected.
- **"Bank Group Company"** means any direct or indirect holding company of OCBC Wing Hang Bank Limited, any direct or indirect subsidiary of OCBC Wing Hang Bank Limited, or of any such holding company or any of their related company (being a company in which an equity interest is held by any of the foregoing) and includes each such company's successors and assigns.
- **"Card"** means all credit cards issued by us from time to time, whether or not with a branding of a Card Association (including without limitation any affinity card, co-branded card and Virtual Card), either as a Principal Card or Supplementary Card.
- **"Card Account"** means the account we open and maintain in the name of the Principal Cardholder for the purpose of this Agreement.
- **"Card Account Number"** means the account number we assign to the Cardholder which enables him to make Card Transactions which are to be settled under the Card Account.
- **"Card Association"** means associations of card issuers and acquirers including Visa, MasterCard, UnionPay and all other entities performing the functions of a card association.
- **"Card Transactions"** means any purchase of goods and/or services, balance transfers or any cash advance effected by the use of the Card or Card Account Number or the Card Account or any transaction (including without limitation Virtual Card Transaction) effected pursuant to the service we provide under this Agreement, and all charges, fees and interest whether the same is authorized by the Cardholder or not.
- **"Cardholder"** means any person to whom we issue one or more Cards and includes a Principal Cardholder and any Supplementary Cardholder, their respective personal representatives and lawful successors.
- **"Combined Credit Limit"** means the aggregate maximum amount the Principal Cardholder and the Supplementary Cardholder (if any) are entitled to have outstanding on the Card Account as specified in the Statement.
- **"Credit Limit"** means the maximum amount a Cardholder is individually and separately entitled to have outstanding in relation to a Card on the Card Account if so specified in the Statement.
- **"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China.
- **"Minimum Payment"** means such amount as we specify from time to time at our sole discretion in the relevant Statement or otherwise and notify the Cardholder that he shall pay to us on or before each Payment Due Date.
- **"New Balance"** means the unpaid balance or debit balance of the Card Account the Cardholder owes us for any month in respect of Card Transactions that we specify in the relevant Statement.
- **"Payment Due Date"** means the date on which the New Balance is due and payable by the Cardholder to us.
- **"person"** includes any individual, corporation, firms, company, partnership, associates or other organization.
- **"PIN"** means in relation to a Cardholder, the Personal Identification Number we provide to the Cardholder to enable him to gain access to ATM or certain Terminals to give Transaction Instructions. This includes the Personal Identification Number the Cardholder subsequently alters.
- **"Principal Card"** means a Card issued to the Principal Cardholder.
- **"Principal Cardholder"** means a person whose application for a Principal Card is accepted by us and in whose name we open a Card Account.
- **"Schedule"** means the **"Credit Card Fee & Charge Schedule"** stipulated by us and as revised or amended by us at any time and from time to time.
- **"Statement"** means a monthly statement of Card Account we issue to a Cardholder each month which sets out the financial liabilities the Cardholders owe us on the date of the statement and such other information as we consider appropriate from time to time.
- **"Supplementary Card"** means a Card issued to the Supplementary Cardholder at the joint requests of the Principal Cardholder and that person.
- **"Supplementary Cardholder"** means a person to whom we issue a Supplementary Card.
- **"Terminals"** means any Automatic Teller Machine, dial terminal, electronic data capture terminal, point-of-sale terminal or other terminals through which Transaction Instructions may be given.
- **"Transaction Instructions"** means any instruction given to us by any means of using the Card directly or indirectly (whether or not through another person) to effect a transaction.
- **"Virtual Card"** means all virtual cards issued by us (but not physically) from time to time with a Card Account Number assigned by us from time to time either as a Principal Card or as a Supplementary Card.
- **"Virtual Card Transaction"** means any purchase of goods and/or services effected by using a Virtual Card via Internet, telephone, fax or mail orders or other means as we may from time to time decide (as the case may be), whether authorized by the Cardholder or not.
- **"we"** and its derivatives means OCBC Wing Hang Bank Limited, its successors and assigns and/or any Bank Group Company adopting this Agreement as the agreement between the Cardholder and that company.

"Clause and Appendix headings are for ease of reference only and all the Appendices shall form an integral part of this Agreement."

## 2. Card

Issue of Card

- 2.1 We may at our sole discretion issue a Principal Card to the Principal Cardholder. We may also at our sole discretion issue a Supplementary Card to such person(s) whom the Principal Cardholder nominates.

Confirm receipt of Card

- 2.2 The Cardholder must confirm receipt of the Card by the ways we prescribe from time to time before he can effect any Card Transaction.

Signature

- 2.3 The Cardholder must sign on the signature panel of the Card (except for Virtual Card) immediately on receipt. The Cardholder is fully responsible for any losses or consequences, financial or otherwise suffered or incurred by him, if he fails or delays to comply with this Clause 2.3.

Card is our property

- 2.4 The Card remains our property at all times and is not transferable to any person. The Cardholder must not pledge the Card as security for any purpose. The Cardholder must immediately surrender the Card to us upon our demand even before the expiry date shown on the face of the Card.

Use of Card

- 2.5 Each Cardholder accepts the terms and conditions of this Agreement when he first uses the Card.
- 2.6 The Cardholder must maintain and operate the Card Account to our satisfaction.
- 2.7 Each Cardholder undertakes to act honestly and in good faith at any time in relation to all dealings with the Card and us.
- 2.8 The Cardholder must use the Card in accordance with the terms and conditions of this Agreement and other applicable terms and conditions. In particular, cash advance in overseas or other services may be subject to further requirements set by us, if any, from time to time.
- 2.9 We are entitled not to accept any application of the Cardholder for any related credit facility or service.

Protecting the Card and the PIN

- 2.10 The Cardholder must not allow any other person to use the Card, the Card Account Number or the PIN.
- 2.11 The Cardholder must keep the Card, the Card Account Number and the PIN safe at all times under the Cardholder's own control.
- 2.12 The Cardholder is fully responsible for any losses or consequences, financial or otherwise suffered or incurred by him, if he fails or delays to comply with Clauses 2.10 and 2.11.

- 2.13 As soon as we provide the PIN to the Cardholder, it remains effective until we cancel the Card. The Cardholder must keep the PIN of the Card strictly confidential and may change the PIN at any time by such ways we prescribe and the new PIN takes effect immediately.
- 2.14 The Cardholder must inform us immediately in writing or by telephone (which we may ask the Cardholder to confirm us in writing with any details) upon discovery that the PIN is lost, stolen or known to any other person. All withdrawals, transfers and/or transactions involving the use of the PIN by any person (whether authorized by the Cardholder or not) before we have received the aforesaid information in writing from the Cardholder are conclusively binding on the Cardholder, without affecting our rights under Clause 10.
- 2.15 The Cardholder accepts full and sole responsibility for any losses or consequences, financial or otherwise suffered or incurred by him arising from or in connection with the Card being used by and/or the PIN being known to or used by another person for whatever reason, **and the Cardholder shall indemnify us against all losses and damages suffered or incurred by us arising therefrom or in connection therewith.**

#### Restriction on the use of Card

- 2.16 The Cardholder must not use the Card to pay any illegal transactions, including without limitation all forms of illegal gambling activities (via internet, online or otherwise) in Hong Kong or other jurisdictions. The Cardholder is responsible for any losses or consequences, financial or otherwise suffered or incurred by him arising from or in connection with his failure to comply with this Clause 2.16, **and the Cardholder shall indemnify us against all losses and damages suffered or incurred by us arising therefrom or in connection therewith.**

#### Using Card on ATM or other Terminal

- 2.17 The Cardholder may use the Card and the PIN for services that we provide from time to time, through operating the ATM or any Terminals that we designate or provide.
- 2.18 The use of the Card through such ATM or Terminals is also governed by all the terms and conditions of "OCBC Wing Hang ATM Card Services" as set out in "**OCBC Wing Hang Bank Limited Terms and Conditions for all Accounts and Related Services**" together with the amendments and supplements applicable from time to time. The aforesaid terms and conditions are binding on the Cardholder despite his lack of actual notice or knowledge thereof.
- 2.19 Our record of any Card Transaction involving the use of the Card on the ATM or Terminals is in all respects conclusive and binding on the Cardholder.

#### Expiry, renewal or replacement of Card

- 2.20 The Card shall expire on the last day of the month indicated on Card unless early terminated. The Cardholder shall return the Card to us upon our request. If the Cardholder asks for a renewal or an additional Card, we may at our discretion issue to the Cardholder a renewal or an additional Card on such terms and conditions that we consider appropriate. If the Card is not renewed, all amounts outstanding in relation to the Card shall become immediately due and payable.
- 2.21 If the Cardholder, for whatever reasons, loses or damages the Card or forgets the Card Account Number or asks for a replacement Card, we may at our sole discretion issue to the Cardholder a replacement Card on such terms and conditions (including without limitation charging a handling or replacement fee on the Card Account) that we consider appropriate.
- 2.22 If the Cardholder asks for a Card replacement, the Cardholder must return the Card to us by hand.

#### Supplementary Card

- 2.23 The Principal Cardholder and the Supplementary Cardholder authorize us to send to the Principal Cardholder the Supplementary Card, the PIN and all communications and notices relating to them.
- 2.24 If there is more than one Cardholder under the Card Account, the Principal Cardholder is fully liable for all transactions and obligations of the Principal Cardholder as well as the Supplementary Cardholder. The Supplementary Cardholder is only liable for his own transactions and obligations.
- 2.25 Where the Card is used to effect Card Transactions to a total amount exceeding the Credit Limit or the Cards are used to effect Card Transactions to an aggregate total amount exceeding the Combined Credit Limit, the Principal Cardholder is fully liable for the total aggregate outstanding amount and all charges exceeding the Credit Limit and/or Combined Credit Limit on the Card Account. The Supplementary Cardholder is only liable for his own transactions and obligations, including without limitation the total outstanding amount and all charges exceeding the Credit Limit, if any, in relation to his Card. We may recover from the Principal Cardholder or the Supplementary Cardholder or both as we decide.

### 3. Card Account

- 3.1 The Card Account and related services are also governed by the terms and conditions of the "**OCBC Wing Hang Bank Limited Terms and Conditions for all Accounts and Related Services**" together with the amendments and supplements applicable from time to time. The Cardholder may obtain a copy of the aforesaid terms and conditions at our branches and our website. The aforesaid terms and conditions are binding on the Cardholder despite his lack of actual notice or knowledge thereof.
- 3.2 We maintain a Card Account of the Card Transactions. We debit the values of the followings to the Card Account:
- all purchase of goods and/or services;
  - all balance transfers, cash advances or any other transactions in connection with or effected by using the Card or Card Account or Card Account Number (whether or not the Cardholder or another person uses the Card physically or otherwise); and
  - all related charges, fees, interests, outstanding balance, costs, expenses and other sums payable under this Agreement.

#### Connected Party Transactions

- 3.3 Each Facility is granted on the basis that the Borrower warrants that : (a) each such Facility is not, in relation to the Bank, : (i) a facility in breach of the statutory limits under Part 8 of the "Banking (Exposure Limits) Rule" (Cap.155) and the Supervisory Policy Manual (CR-G-9) "Exposures to Connected Parties" issued by the Hong Kong Monetary Authority, or (ii) a loan, quasi-loan or credit transaction prohibited under Division 2 of Part 11 of the "Companies Ordinance" (Cap.622); (b) the Borrower, or any of its directors, partners, managers or agents, or any of its guarantor is not in any way, for the purposes of any of the said Rule, the said Ordinance and the said Supervisory Policy Manual, related to or connected or associated with any director, chief executive, senior management, key staff, lending officer, controller, minority shareholder controller of the Bank (or its holding company or any of its subsidiaries and affiliates), or any connected entity of the Bank; and (c) in any event, the Borrower is not a connected party (as defined under the said Rule and the said Supervisory Policy Manual) of the Bank, and is not a connected entity (as defined under the said Ordinance) of the Bank. The Borrower undertakes to notify the Bank immediately if after the granting of any such Facility, any of the foregoing warranties ceases to be accurate or becomes untrue.

### 4. Credit Limit or Combined Credit Limit

- 4.1 The Cardholder must not use the Card to a total amount exceeding the Credit Limit. The Principal Cardholder must not use the Cards and, as the case may be, together with any Supplementary Cardholder jointly, to an aggregate total amount exceeding the Combined Credit Limit. However, we may at our absolute discretion permit transaction to be effected in excess of the Credit Limit or Combined Credit Limit and the Cardholder shall be liable for such transaction and the related fees and charges (including without limitation over-the-limit fee).
- 4.2 The Principal Cardholder may make a request for us to decline to permit transaction exceeding the Credit Limit or Combined Credit Limit. For the avoidance of doubt, such request shall apply to all credit cards maintained under the name of the Principal Cardholder and the Supplementary Card. After such request has taken effect, Card Transactions which result in the outstanding balance under the Card Account exceeding the Credit Limit or Combined Credit Limit will not be approved. Despite the Principal Cardholder's request being effected, the Card Account may still be subject to an over-the-limit scenario under certain circumstances (including but not limited to the posting of transactions which do not require authorization for effecting payment, transactions approved yet late posted and transactions directly authorized by the Card Association) without prior notice to the Cardholder and the Cardholder shall be liable for such transactions and the related fees and charges.
- 4.3 Notwithstanding anything in this Agreement to the contrary, we may designate, decide, reduce, adjust, revoke, cancel or increase at our absolute discretion the Credit Limit and/or Combined Credit Limit to the Card Account from time to time, without any notice to the Cardholder, provided that a notice of thirty (30) days shall be given to the Cardholder if we unilaterally increase the Credit Limit and/or Combined Credit Limit. The Cardholder must strictly observe any Credit Limit specifically designated to him and/or, as the case may be, such Combined Credit Limit designed to him or all of them. The Cardholder may apply to us for a review of such Credit Limit and/or Combined Credit Limit at any time, but we are entitled to determine the application at our absolute discretion.

### 5. Liability

#### Cardholder's liability

- 5.1 The Cardholder is liable for all Card Transactions and all costs and expenses (including without limitation legal fees and costs of engaging debt collection agents) that we reasonably incur in enforcing this Agreement and/or recovering any sum owed by the Cardholder to us that we may debit to the Card Account, irrespective of whether the Credit Limit and/or Combined Credit Limit is/are exceeded and/or whether any sales, balance transfer or cash advance vouchers are signed by the Cardholder, without prejudice to our rights under other provisions of this Agreement.

#### Instruction given to us

- 5.2 We have no duty to verify the identity of the person giving any Transaction Instruction purportedly in the name of the Cardholder. Unless we receive any notice, we are authorized to act on any Transaction Instruction we reasonably believe to have emanated from the Cardholder.
- 5.3 **We are not liable for acting in a reasonable manner on any such Transaction Instruction referred to in Clause 5.2 even if it is subsequently found to have emanated from an unauthorized person (whether or not the Cardholder signs any sales draft or other document in order to issue the Transaction Instruction).**

- 5.4 Each Cardholder is liable for all charges arising from a Transaction Instruction referred to in Clause 5.2, even if the Transaction Instruction is unauthorized, in accordance with Clause 10.2.
- 5.5 The Principal Cardholder and each Supplementary Cardholder agree to be bound by all instructions given by any of them to us. For the avoidance of doubt, any reference to "instruction" in this Agreement includes, among other things, a Transaction Instruction.

## 6. Statements

### Issuance of Statement

- 6.1 We will issue a Statement to the Principal Cardholder (or to both the Principal Cardholder and the Supplementary Cardholder, as the case may be) at a specified date of each month or at such interval as we decide. The Statement will detail the New Balance and the Payment Due Date. If we do not receive any notification from the Cardholder within seven (7) days after the date of the Statement that the Cardholder has not received the Statement, the Cardholder shall be deemed to have received the Statement.
- 6.2 However, we need not issue a Statement if (a) no transaction has been made since the last Statement or (b) the Card Account has a credit balance, or debit balance of less than HK\$10 as at the date of the Statement.

### Accuracy of Statement

- 6.3 The Cardholder must check the correctness of each and every entry made in the Statement and immediately inform us in writing of any inaccurate entries. If the Cardholder suspects or becomes aware that there is an unauthorized transaction printed in the Statement, he must inform us immediately. If we do not receive any written objection within sixty (60) days from issuance of the Statement, our record and Statement of all Card Transactions and charges are conclusively true and correct and binding on the Cardholder for all purposes.

## 7. Payment

### Payment by due date

- 7.1 Without prejudice to our overriding right to demand immediate repayment from you pursuant to Clause 11.6, the Cardholder agrees to pay the full amount of the New Balance or at least the Minimum Payment as shown on the Statement on or before the Payment Due Date, among all his other liabilities under this Agreement. The Cardholder's liability to us remains even if, for any reason, the Cardholder does not receive the Statement.

### Retail purchase

- 7.2 No interest (other than interest charged pursuant to Clause 7.3) shall be charged on retail purchase transactions if we receive the full amount of the New Balance on or before the Payment Due Date in respect of a Statement. Otherwise, interest will be charged on a daily basis on the unpaid balance outstanding on each day from the date of that Statement related to or connected with retail purchase transactions at the rate specified in the Schedule until repayment in full.

### Cash advance and balance transfer

- 7.3 Interest for balance transfers and cash advances is charged and calculated from the transaction date on a daily basis at the respective rates specified in the Schedule until repayment in full. We also charge a handling fee and an administration fee for cash advance as specified in the Schedule on each cash advance.

### Minimum Payment

- 7.4 Notwithstanding Clauses 7.2 and 7.3, in respect of a Statement, if the Cardholder fails to pay the Minimum Payment on or before the Payment Due Date, the Card Account will be regarded as in a delinquent status and we shall increase the applicable interest rates to delinquent rates of at least 36% p.a. each or such other rates as we specify from time to time, starting from the date of the next second Statement following that Statement. After all outstanding Minimum Payment has been paid, we will revert the interest rates to normal rates starting from the date of the next Statement following such payment.
- 7.5 If the New Balance is less than the minimum charge (as determined by us from time to time), the Minimum Payment due is the amount of the New Balance. For the avoidance of doubt, the Minimum Payment shall be determined by us in accordance with our usual practice and specified by us from time to time.

### Late payment fee

- 7.6 If we do not receive the Minimum Payment on or before the Payment Due Date, we also charge the Cardholder a late payment fee as specified in the Schedule.

### Annual membership fee

- 7.7 We charge an annual membership fee to the Card Account when we issue a Card and on every anniversary of the issue date. The Cardholder agrees to pay the annual membership fee. If the Cardholder early terminates or cancels the Card, we do not refund any annual membership fee. If we early terminate the Card (other than by reasons set out in Clause 11.2), we may refund the annual membership fee on a pro-rata basis.

### Costs and expenses

- 7.8 The Cardholder agrees to pay all charges, costs and expenses (including without limitation all legal costs and the costs of engaging debt collection agent(s)) that we reasonably incur (whether before and/or after judgment and/or legal proceedings) for the enforcement of any provision of this Agreement and/or recovery of any default payments.

### Service fees

- 7.9 The Cardholder agrees to pay us the following fees as specified in the Schedule:  
(a) over-the-limit fee if the New Balance exceeds the pre-approved Credit Limit and/or Combined Credit Limit.

### Handling fee

- 7.10 We charge a handling fee for issuing a replacement card as set out in the Schedule.

### Other fees and charges

- 7.11 The Cardholder agrees to pay any other fees and charges as notified by us at any time and from time to time by giving prior notice in accordance with Clause 12.1.

### Request for sales draft and other document

- 7.12 If the Cardholder asks us to provide copy of sales draft, balance transfer or cash disbursement voucher or card Statement, the Cardholder agrees to pay a handling charge as specified in the Schedule for the supply of each copy of such documents.

### Withhold payment

- 7.13 If the Cardholder reports any error in the Statement before the Payment Due Date shown on that Statement, the Cardholder may withhold payment of the disputed amount until we complete our investigation, however without affecting our rights under Clause 10. The Cardholder must pay the disputed amount if the Cardholder's report is proved to be unfounded. We reserve our right to re-impose the interests or other charges on the disputed amount over the whole period (including the investigation period) if the Cardholder's report is proved to be unfounded after our investigation. Our decision on the investigation is conclusive and binding on the Cardholder.

### Payment in full

- 7.14 The Cardholder discharges his payment obligation only when we have actually received the relevant funds in full without any set off, claim, condition, restriction or withholding whatsoever.
- 7.15 Unless we expressly agree otherwise, all payments to us must be made in Hong Kong dollars. If we accept payment in other currency, only the net amount (after conversion in accordance with our usual practices) actually received by us (less all applicable fees and charges) will be credited to the Card Account.

### Transaction in other currency

- 7.16 If a Card Transaction is effected in a currency other than Hong Kong dollars, the transaction amount will be converted into Hong Kong dollars at a wholesale market rate selected by a Card Association before posting to the Card Account.

### Rate for currency conversion by a Card Association

- 7.17 A Card Association may select a wholesale market rate within a range of wholesale market rates or the government-mandated rate for currency conversion. Such exchange rate as determined by such Card Association on the date of conversion, which may differ from the rate as at the transaction date due to market fluctuation, is in any event conclusive and binding on the Cardholder.

### Fees relating to foreign currency transaction

- 7.18 We may waive the service fee for currency conversion in respect of any UnionPay Card Transaction. However, we are entitled to charge such service fee by giving prior written notice.
- 7.19 We charge a service fee at the rate of 1.95% on the relevant converted transaction amount for any other Card Association's Card Transaction made in a currency other than Hong Kong dollars (whether made in or outside Hong Kong). We may revise such service fee from time to time.

### Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars

- 7.20 Cardholder may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas or via foreign website. Such option is a direct arrangement offered by the overseas merchants and not us. In such cases, Cardholder is reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee.
- 7.21 We may waive the service fee for settling foreign currency transactions in Hong Kong dollars in respect of any UnionPay Card Transaction. However, we are entitled

to charge such service fee by giving prior written notice.

- 7.22 We charge a service fee at the rate of 1% on the relevant converted transaction amount for any other Card Association's Card Transaction (whether made overseas or via foreign website). We may revise such service fee from time to time.

#### The way we apply payments

- 7.23 We may apply the payment we receive under this Agreement in the following order (or such other order as we determine from time to time at our discretion) in or towards payment of:
- first, the Minimum Payment specified in the last Statement;
  - secondly, all principal amount of cash advances;
  - thirdly, all principal amount of retail purchase transactions; and
  - fourthly, all other amounts that the Cardholder owes to us under this Agreement.

#### When Cardholder is away from Hong Kong

- 7.24 If the Cardholder is to be away from Hong Kong for over one (1) month, the Cardholder may give us instruction regarding payment for the Card Account with us. Such instruction must be clear and specific, and must be delivered to us prior to the Cardholder's departure failing which interests may be incurred on the outstanding balance.

#### Refund to the Card Account

- 7.25 We will not pay interest for any credit balance on the Card Account. The Principal Cardholder may request us to refund any credit balance on the Card Account and we charge a handling fee for such request.
- 7.26 We may also refund all or part of any credit balance on the Card Account at any time and from time to time at our absolute discretion, without request, consent, and without notice. We may do so by transferring such credit balance to another account maintained with us and held under the name of the Principal Cardholder or by such other means as we think fit. Handling fee will not be charged for doing so.

## 8. Right of Set-off and Lien

### Right of lien

- 8.1 We are entitled to a lien over and hold as security all the Cardholder's property which may now or hereafter be in our possession or control (whether for safekeeping, custody or otherwise and whether in our ordinary course of business). We shall have the power to sell such property as security and constituting our lien, to satisfy any obligations or indebtedness the Cardholder owes us.

### Right of set-off

- 8.2 In addition and without prejudice to Clause 8.1, we are entitled, to the fullest extent permitted by law and without notice to any person, to set-off our obligations and liabilities to the Cardholder (including but not limited to (a) any credit balance on any account, including but not limited to any card, current, savings, time deposit, investment, mortgage, hire purchase, leasing account or other account of any other nature, (whether subject to notice or not and whether matured or not and in whatever currency(ies)) of the Cardholder or of any other person with us or any other company related to or associated with us to which the Cardholder may be beneficially entitled; (b) any other sum due or owing by us to the Cardholder in whatever currency(ies); and (c) any credit balance on any account opened by us in our name on the Cardholder's behalf with any other financial institutions in Hong Kong or elsewhere) against the Cardholder's obligations and liabilities to us whether actual, future or contingent, even if the Cardholder is not in default. We can apply such amount of set-off in such manner and order in respect of the Cardholder's obligations and liabilities to us as we at our absolute discretion decide.
- 8.3 For the purposes of this Clause 8, an account shall be regarded as having a credit balance if under or pursuant to an overdraft facility, even though the account may already be overdrawn but the amount overdrawn is still less than the maximum amount available under the overdraft facility, and the amount of such credit balance shall be equal to the amount which is still available under the overdraft facility.
- 8.4 In so far as any of the Cardholder's obligations and liabilities are contingent or future, our liability to pay any credit balance on any of the Cardholder's accounts to the Cardholder shall be suspended to the extent necessary to cover such liabilities until the happening of the contingency or future event.
- 8.5 The Cardholder agrees and acknowledges that the Cardholder's obligations and liabilities to us against which we are entitled to set-off under this Clause 8 includes (a) any time-barred obligations and liabilities (whether or not as a result of the provisions of the Limitation Ordinance) and (b) any other unenforceable obligations and liabilities.

### Separate right

- 8.6 Our rights of set-off and lien under this Clause 8 is in addition and without prejudice to other security or any general lien, right of set-off or similar right we may be entitled at law, in equity, or any other agreement between the Cardholder and us.

### Joint account

- 8.7 In case of a joint account, we may exercise our right under this Clause 8 and apply any credit balance on such joint account to satisfy any indebtedness one or more of the holders of such joint account owe us.

### Currency conversion

- 8.8 We are authorized to carry out any necessary currency conversion as we consider necessary to effect our rights under this Clause 8 and determine the rate of exchange applicable, and such rate of exchange is conclusive and binding on the Cardholder. The Cardholder is liable for the cost of such conversion and the cost of such conversion forms part of our right of set-off under this Clause 8.

### Notification

- 8.9 We will as soon as practicable notify the Cardholder after we have exercised the right of set-off, lien or conversion.

## 9. Exclusion of Liability

- 9.1 If any other provision in this Agreement is inconsistent with this Clause 9, this Clause 9 prevails to the extent of any such inconsistency.
- 9.2 **Unless the loss and damage is reasonably foreseeable, direct and caused directly and solely by our negligence or wilful default or that of our employees acting in the course of employment, we are not liable for any loss or damage howsoever caused, including without limitation any loss or damage arising from:-**
- the refusal of any merchant to accept or honor the Card;
  - our refusal to grant credit authorization for any retail purchase or other transaction notwithstanding the availability of credit under the Card Account;
  - the quality and condition of the goods or services supplied to the Cardholder by using the Card;
  - any disputes between the merchant and the Cardholder and any complaints or claims against the merchant by the Cardholder. The Cardholder must resolve any such disputes with the merchant or the Cardholder must complain or claim against the merchant without involving us. The Cardholder's disputes, complaints or claims against the merchant will not give the Cardholder any rights to set off or counter claim against us or relieve his obligation to us;
  - the malfunction of any Terminal;
  - the use of the Card and/or services by any other person whether or not authorized by the Cardholder, until we have received proper notice that the Card or Card Account Number or PIN has been lost or stolen as we require in Clause 10.1;
  - our demand and procurement of the Cardholder's surrender of the Card prior to the expiry date (whether we or our authorized person make such demand or procurement);
  - our reduction of the Credit Limit or Combined Credit Limit or termination of any Card or Card Account;
  - any misstatement, misrepresentation, error or omission in any detail disclosed by us pursuant to Clause 13 of this Agreement;
  - the inability to execute any of the Cardholder's instruction due to any mechanical failure, improper functioning, breakdown, interruption, suspension, delay or inadequacy of system, equipment or installation relating to the performance of our functioning under this Agreement;
  - any failure in the Cardholder's ability to use the Card or any services under the Card directly or indirectly due to any industrial disputes or any factors outside our or our agent's or our sub-contractor's control; and/or
  - the inability to execute any of the Cardholder's instruction due to the running of the day end cycle of our computer system.
- 9.3 If the applicable laws and regulations prohibit the exclusion or restriction of our liability, nothing in this Agreement has the effect to exclude or restrict our liability.
- 9.4 If any compulsorily applicable legislation requires that the Cardholder's responsibility for our costs and expenses does not cover those not reasonably incurred by us, the Cardholder's responsibility under this Agreement shall be construed to such effect.

## 10. Lost Card Liability

### Cardholder's liability

- 10.1 Upon discovery of the loss, theft, unauthorized use, misuse and/or disclosure of the Card or Card Account Number or PIN, the Cardholder must immediately report such loss, theft, unauthorized use, misuse and/or disclosure to our card centre and to the police, and confirm with us the loss, theft, unauthorized use, misuse and/or disclosure in writing thereafter. The Cardholder undertakes to give us and the police all the information that he has as to the circumstances of any loss,

theft, unauthorized use, misuse and/or disclosure of the Card and to take all reasonable steps to assist us to recover the lost or stolen Card. For the avoidance of doubt, the Cardholder is deemed to have acted with gross negligence if he fails to (a) notify us of the loss, theft, unauthorized use, misuse and/or disclosure within reasonable time upon such discovery or (b) follow the measures that we recommend to safeguard the Card and the PIN.

- 10.2 The Cardholder is **fully** liable for all amounts that we debit to the Card Account whether due to the unauthorized use or misuse of a Card or Card Account Number or PIN or through a lost or stolen Card, **before** we receive notification of the loss, theft, unauthorized use, misuse and/or disclosure of a Card or Card Account Number or PIN. However, if (a) the Cardholder has not acted fraudulently or negligently in safeguarding the Card or Card Account Number or PIN and has acted honestly, in good faith and with due care and (b) has informed us as soon as reasonably practicable upon discovery that his Card or Card Account Number or PIN has been lost, stolen, used without authorization, misused by or disclosed to a third party and (c) has followed any measures that we recommend in our communication to the Cardholder to safeguard the Card, the Card Account Number and the PIN, then we may consider limiting (but are not obliged to limit) the Cardholder's liability to an amount specified by us.

Act on report of loss of a Card

- 10.3 We may at our sole and absolute discretion act on any oral notice or report of loss, theft, unauthorized use, misuse and/or disclosure of a Card or Card Account Number or PIN purportedly given by or on behalf of the Cardholder. **Any such action taken by us shall not make us liable to the Cardholder or shall not discharge the Cardholder's liabilities under this Agreement.**

## 11. Breach and Termination

Termination by us

- 11.1 We may, without any cause, at any time at our absolute discretion and without giving any reason or prior notice to the Cardholder, :-
- (a) cancel, suspend, reduce, revise or terminate any or all credit facilities extended to the Cardholder under the Card Account;
  - (b) terminate this Agreement;
  - (c) cancel, suspend or freeze the Card Account;
  - (d) suspend or terminate the use of all or any of the Cards;
  - (e) demand or procure the surrender by the Cardholder all or any of the Cards; and/or
  - (f) withdraw or revoke all or any of the Cards issued.
- The Cardholder agrees that all provisions contained in this Agreement shall continue in full force and effect even after the termination of the use of the Card.
- 11.2 Without prejudice to Clause 11.1, we may also exercise any of our rights under Clause 11.1(a) to (f) without giving any prior notice to the Cardholder if:
- (a) the Cardholder breaches any terms and conditions of this Agreement,
  - (b) the Cardholder fails to pay any amounts due under the Card Account,
  - (c) the Cardholder fails to pay any debt when due,
  - (d) the Cardholder suffers to have a petition for bankruptcy filed against him,
  - (e) the Cardholder passes away, or
  - (f) the whereabouts of the Cardholder becomes unknown to us due to any cause attribute to the Cardholder.

Termination by Cardholder

- 11.3 The Principal Cardholder may at any time notify us in writing to cancel the Card Account or to terminate the use of any or all Cards under the Card Account. The Supplementary Cardholder may at any time notify us in writing to terminate the use of his Supplementary Card.
- 11.4 If the Cardholder cancels the Card Account or terminates the use of his Card, he shall cut the relevant Card(s) into halves and then surrender and return the pieces to us. Before we receive the surrendered Card(s), the Principal Cardholder is liable for all Card Transactions effected through the use of the relevant Card(s), while the Supplementary Cardholder is only liable for his/her own Card Transactions.

What happen if terminated

- 11.5 Upon our exercising of our rights under Clauses 11.1 or 11.2 or the Cardholder's cancellation or termination of the Cards under Clause 11.3, without prejudice to any other rights we may have under this Agreement, then (a) all rights and privileges of the Cardholder shall immediately be terminated; (b) all amounts outstanding under the Cards (whether or not posted to the Card Account) shall **immediately be due and payable** without demand or notice; and (c) the Cardholder shall be liable for any loss suffered by us directly or indirectly resulting from or in connection with our exercising of our rights under Clauses 11.1 or 11.2 and/or the Cardholder's cancellation or termination of the Card under Clause 11.3.

Repayment on demand

- 11.6 Notwithstanding anything in this Agreement to the contrary, we shall have an **overriding right** at any time to **demand** immediate repayment from the Cardholder and the Cardholder must immediately upon our demand pay us all amounts outstanding on the Card Account (whether or not already reflected in the New Balance of a Statement and whether or not due and payable at the date of such demand) and all charges, costs and expenses then incurred but we have not yet charged to the Card Account. Interest will immediately accrue (if not already accruing) on all sums outstanding, including without limitation all amounts, charges, costs and expenses, on a daily basis from the date of demand or from the date of posting, as the case may be, to and inclusive the date of repayment at the prevailing rate.

When Cardholder's right to use the Card be ceased

- 11.7 The Cardholder's right to use the Card ceases immediately when this Agreement is terminated under this Clause 11 or the Cardholder reports the loss or theft of the Card to us. Continued use of a terminated card is strictly prohibited and may be unlawful.

## 12. Amendment and Assignment

Amendment

- 12.1 We reserve our rights at any time (a) by giving sixty (60) days' prior notice to the Cardholder to prescribe new items of, change, increase and/or revise interest, fees and charges payable by the Cardholder from time to time and at any time (including without limitation those contained in the Schedule) in respect of the use of the Card and/or the related services, and/or significantly revise the terms and conditions of this Agreement; and (b) by giving reasonable notice to the Cardholder to make any other revision, variation, amendment, alteration, addition and/or deletion to the terms and conditions of this Agreement.
- 12.2 Any revision, variation, amendment, alteration, addition and/or deletion of the terms and conditions of this Agreement and any prescription, change, increase and/or revision of interest, fees and charges as mentioned in Clause 12.1 (collectively "**the change**") are effective after the notice period when we display, advertise or post it on our website on the internet or when we bring to the Cardholder's attention by such means we think fit. The Cardholder shall be deemed to have conclusively accepted the change if he continues to retain and use the Card Account after the effective date of the change. If the Cardholder does not accept the change, he must terminate the use of the Card by giving written notice and returning the Card cut into halves to us before the effective date of the change and repay immediately all amounts outstanding on the Card Account.

Assignment

- 12.3 The Cardholder cannot assign or transfer the whole or any part of his rights and/or obligations under this Agreement. We may assign, sub-participate or transfer any or all of our rights and obligations under this Agreement.

## 13. Information

Information Cardholder gives us

- 13.1 The Cardholder understands that the issuance of the Card is based on the accuracy of information that he provides to us, and therefore he may be criminally liable if he provides us with inaccurate and untrue information.
- 13.2 The Cardholder confirms and undertakes that all information, particularly information on his financial liabilities, provided by him is true and correct.
- 13.3 Each Cardholder must notify us in writing immediately if there is any change in his employment, residential address, business address, country of residence, e-mail address or contact phone numbers.
- 13.4 Each Cardholder must also inform us as soon as possible if he has any difficulty in repaying any outstanding balance to us. The Cardholder confirms and undertakes that he has not filed and has no intention to file a petition for bankruptcy in the near future and that he is not aware of any petition for bankruptcy being filed against him.

Information we disclose

- 13.5 The Cardholder acknowledges and agrees that the provisions of "**Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance**" ("the Notice") form part of the terms and conditions of this Agreement. The Cardholder understands the contents of the Notice. The Cardholder acknowledges and agrees that we may use all personal data relating to him (the "**Data**") for such purposes and disclose to such persons (whether in or outside Hong Kong) in accordance with (a) the Notice, (b) our policies on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by us to the Cardholder from time to time, or (c) the prescribed consent given by the Cardholder from time to time.
- 13.6 Without prejudice to the Notice, the Cardholder also agrees that we may transfer the Data outside the Hong Kong, use the Data and other personal data and information relating to the Cardholder for conducting matching procedures (as defined in the Personal Data (Privacy) Ordinance), for our internal credit risk manage-



ment, for better group-wide account serving, for outsourcing of our operation of the services under this Agreement, for providing banker's or credit references in respect of the Cardholder (if any) and/or for any purposes relating to the above. The Cardholder agrees that we may from time to time obtain the Cardholder's information from any third party(ies), including without limitation any credit review report(s) from credit reference agency(ies) (if any).

- 13.7 The Cardholder understands that we may not be able to provide service to him if he fails to provide any information requested by us.
- 13.8 Any termination of the Card Account by the Cardholder or by us shall not affect or terminate the Cardholder's authorization given under this Agreement to disclose the Data in our possession at the time of termination.

#### 14. Debt Collection

- 14.1 We are entitled to employ outside debt collection agency and/or institution and/or lawyers to collect any unpaid sum the Cardholder owes us or to enforce any of our rights against the Cardholder. The Cardholder consents to our disclosure of all such information and personal data relating to him to such debt collection agency and/or institution and/or lawyers as necessary for this purpose.

**Cardholder's liability for our cost of enforcement**

- 14.2 The Cardholder is liable to pay and reimburse us **on demand** for all costs and expenses reasonably incurred by us, directly or indirectly, (a) in demanding, collecting or attempting to collect, or suing to recover any sum owing to us under this Agreement, (b) in seeking any remedy for any breach of this Agreement, and/or (c) otherwise in enforcing or attempting to enforce this Agreement, including without limitation the costs and expenses of debt collection agency and/or institution and all legal fees and disbursements.

#### 15. Communication

**When a communication is effective**

- 15.1 We may send all notice, Statement or correspondence to the Cardholder by ordinary post to the usual or last known address of the Cardholder. Our notice or communication to the Cardholder by post shall be deemed to have been received by the Cardholder two (2) days after posting. We may also transmit any notice or correspondence (including without limitation notices of payment to Card Accounts) to the Cardholder's mobile phone number or e-mail address last notified to us and such communication shall be deemed to have been received by the Cardholder immediately upon transmission unless the same is returned undelivered. Items sent to the Cardholder are sent at the Cardholder's risk. Any notice or correspondence from the Cardholder to us shall be deemed to have been received by us only when we have actually received the notice or correspondence from the Cardholder.

**Communication by telephone or fax**

- 15.2 The Cardholder authorizes us to act according to and rely on any instruction, notice or correspondence given or claimed to be given by telephone or fax.
- 15.3 We may (but are not obliged to) act on any instruction, notice or correspondence if we reasonably believe it to be true and to have been given by any Cardholder or his representative. In any event, we need not make any inquiry as to the identity or authority of the person giving or purporting to give the same or as to the authenticity of the same given by telephone or fax and we need not ask for further confirmation in any form.
- 15.4 **The Cardholder undertakes to indemnify us against all claims, demands, actions, proceedings, losses, damages, costs and expenses (including without limitation all legal and debt collection costs and expenses) on a full indemnity basis reasonably incurred by us arising out of anything that we did or omitted to do pursuant to any telephone or fax notice we received as aforesaid, save and except such incurred directly and solely by our negligence or wilful default.**

**Recording of telephone conversation**

- 15.5 The Cardholder agrees that we may at our discretion record any notice or instruction given by telephone in writing and/or by tape recording and/or any other means that we determine. Our record of any such notice or instruction is conclusive and binding on the Cardholder in whose name the notice or instruction was given. The Cardholder also agrees that we may record conversation between our staff member and the Cardholder in the ordinary course of continuation of the business relationship between the Cardholder and us.

#### 16. Indemnity

- 16.1 **The Cardholder undertakes to indemnify us against all claims, demands, actions, proceedings, losses, damages, costs and expenses (including without limitation all legal and debt collection costs and expenses) on a full indemnity basis reasonably incurred by us arising out of (a) any breach by the Cardholder of any terms and conditions of this Agreement or (b) the exercise or preservation of our powers and rights under this Agreement or (c) the provision of any service by us under this Agreement or (d) any transactions effected through the use of the Card, save and except such incurred directly and solely by our negligence or wilful default.**

#### 17. General

**Governing law**

- 17.1 This Agreement is governed by and construed in accordance with the laws of Hong Kong.

**Jurisdiction**

- 17.2 The Cardholder submits to the non-exclusive jurisdiction of the Courts of Hong Kong.
- 17.3 We may enforce this Agreement in Macau and/or Hong Kong and/or other place where the Cardholder or his assets may be found.

**How we may exercise our right**

- 17.4 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later. Any single or partial exercise or waiver of any right or remedy shall not preclude our further exercise or the exercise of any other right or remedy.

**Severability**

- 17.5 If any provision in this Agreement is held to be illegal or unenforceable, the validity, legality and enforceability of the other provisions remain unaffected or unimpaired.

**Third Party Rights**

- 17.5A Nothing herein is intended to grant to any third party any right to enforce any term hereof or to confer on any third party any benefits hereunder for the purposes of the Contracts (Rights of Third Parties) Ordinance and any re-enactment thereof, the application of which legislation is hereby expressly excluded.

**Others**

- 17.6 In this Agreement, word importing one gender includes the other and word in singular includes plural number and vice versa. All headings are for convenience only and do not affect the interpretation of this Agreement.
- 17.7 All the terms and conditions contained in the application form in respect of the application for the Card form part of this Agreement and are binding on the Cardholder. If there is any inconsistency or conflict between the terms and conditions under this Agreement and the terms and conditions in the relevant application form, the terms and conditions of this Agreement prevail.
- 17.8 In the event of a conflict or discrepancy between the English and Chinese versions of this Agreement, the English version prevails.

### APPENDIX : FOREIGN LAW REQUIREMENT

#### 1. Interpretation

- 1.1 **Definitions in this Agreement**

Terms defined in Clause 1 of this Agreement have the same meaning under this Appendix, unless otherwise defined. Any reference to the "Bank" in this Appendix shall have the same meaning as the term "we" as defined in Clause 1 of this Agreement. Any reference to the "Customer" in this Appendix shall have the same meaning as the term "Cardholder" as defined in Clause 1 of this Agreement.

- 1.2 **Definitions**

In this Appendix:

- **"account"** includes without limitation "Card Account" as defined in Clause 1 of this Agreement.
- **"FATCA"** means:
  - (i) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;
  - (ii) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with (i) including as entered into by the government of Hong Kong;
  - (iii) agreements between the Bank and the IRS or other regulator or government agency pursuant to or in connection with (i); and
  - (iv) any laws, rules, regulations, interpretations or practices adopted in the U.S., Hong Kong or elsewhere pursuant to any of the foregoing.
- **"Foreign Law Requirement"** means any obligation imposed on the Bank and/or any Bank Group Company pursuant to any future or present:
  - (i) foreign laws (including foreign laws in respect of which the Bank and/or the Bank Group Company in its/their sole and absolute discretion considers itself/themselves bound and including laws and regulations of the PRC);
  - (ii) Hong Kong laws that implement Hong Kong's obligations under an agreement with a foreign government (including the government of the PRC) or regulator;
  - (iii) under agreements entered into between the Bank and/ or the relevant Bank Group Company and a foreign government (including the government of the PRC) or regulator; or
  - (iv) guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of Hong Kong in respect of (i) to (iii).For the avoidance of doubt, this definition includes any obligation or requirement applying to the Bank and/or any Bank Group Company pursuant to FATCA and as amended or introduced from time to time.
- **"Government Authority"** means any government, government body, government agency or regulator, in or outside of Hong Kong, including the Inland Revenue Department of Hong Kong and the IRS.
- **"Hong Kong"** means the Hong Kong Special Administrative Region of the PRC.
- **"IRS"** means the U.S. Internal Revenue Services.

- “PRC” means the People’s Republic of China (excluding Hong Kong, Macau and Taiwan).
- “U.S.” means the United States of America.

## 2. Undertaking to Provide Information

- 2.1 The Customer undertakes and agrees to:
- (a) provide the Bank with all information, documents and supporting materials that the Bank in its sole and absolute discretion requires in order to fulfil its or a Bank Group Company’s obligations required under any Foreign Law Requirement including information, documents and supporting materials in respect of the Customer and any person referred to in Clause 5.1 of this Appendix; and
  - (b) notify the Bank in writing promptly of any change of the information, documents and supporting materials provided to the Bank pursuant to (a); and
  - (c) provide updated or additional information of the type described in (a) as required by the Bank in its sole and absolute discretion from time to time to the satisfaction of the Bank.
- 2.2 The Customer agrees that confidentiality rights under applicable data protection, bank secrecy or similar laws will not apply to information that the Bank obtains from the Customer for the purpose of the Bank’s or a Bank Group Company’s compliance with any Foreign Law Requirement.

## 3. Disclosure of Information

- 3.1 Disclosure for the purpose of any Foreign Law Requirement  
The Customer agrees that the Bank and any recipient of any personal and account information or records from the Bank in relation to the Customer and/or any person referred to in Clause 5.1 of this Appendix may disclose such information or records to any person, entity, government body, agency or regulator, whether or not established under Hong Kong law, considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement. Any such person or entity may utilize such information in the course of any business or regulatory functions carried on by him or it.
- 3.2 Acknowledgment of extent of disclosure  
The Customer understands, acknowledges and agrees that where the Bank is required to disclose information about the Customer and/or the Customer’s relationship with the Bank in accordance with any Foreign Law Requirement, this information may include (but is not limited to) the account number of the Customer’s account(s), the amount of interest or dividends paid or credited to the Customer’s account(s), the amount of proceeds from the sale or redemption of property paid or credited to the Customer’s account(s), the account balance or value, the name, address, country of residence and social security number or employer identification number or taxpayer identification number of the Customer and/or any person referred to in Clause 5.1 of this Appendix, and such other information as may be required by the relevant Government Authority or considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement.
- 3.3 Offshore disclosure  
The Customer acknowledges and agrees that information and documents may be disclosed to third parties located inside or outside Hong Kong.

## 4. Consent to Deduct, Withhold and Block

- (a) The Customer acknowledges and agrees that notwithstanding any other provision of this Agreement:
  - (i) any payments by the Bank under this Agreement, will be subject to withholding and deduction considered by the Bank in its sole and absolute discretion as required under Foreign Law Requirements;
  - (ii) any amount withheld under (i) may be held in whatever account or in whatever manner determined by the Bank in its sole and absolute discretion; and
  - (iii) neither the Bank nor any of its affiliates shall be liable for any gross up, loss or damage suffered as a result of the Bank’s exercising of its rights under this Clause 4.
- (b) The Customer acknowledges and agrees that any transaction, payment or instruction or service under this Agreement may be delayed, blocked, transferred or terminated where considered by the Bank in its sole and absolute discretion as required for the Bank to meet its obligations including those under any Foreign Law Requirement.
- (c) The Customer further agrees that the Bank shall have full authority to (i) sell, liquidate and/or otherwise dispose of in any manner and at such prices and on such terms and conditions as the Bank deems fit all or part of any of the assets in the Customer’s account(s) that may produce funds to enable the Bank to comply with its obligations considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement; (ii) prohibit the Customer from effecting any transactions through or under any of the Customer’s account(s) for such period as the Bank deems necessary or appropriate; (iii) suspend or close the Customer’s account(s); (iv) transfer the Customer’s account(s) to an affiliate of the Bank in another jurisdiction, for the avoidance of doubt including the PRC; and/or (v) suspend or terminate the Customer’s use of all or any of the Card(s) and/or related services.

## 5. Third Parties

- 5.1 Documents and information  
The Customer undertakes to provide the Bank with all documents and information pertaining to:
- (a) the ultimate beneficial owner of any account;
  - (b) the person ultimately responsible for giving any instruction or for entering into any transaction;
  - (c) any person on whose behalf the Customer acts in receiving payment; and/or
  - (d) any other person identified by the Bank in its sole and absolute discretion as being in connection with the Customer,
- as requested by the Bank in its sole and absolute discretion in order for it to comply with its obligations under any Foreign Law Requirement.
- 5.2 Change of details  
The Customer undertakes to notify the Bank in writing promptly of any change of address or contact telephone number or other personal particulars recorded with the Bank in respect of any person referred to in Clause 5.1 of this Appendix.

## 6. Representation and Warranty

The Customer represents, warrants and confirms that any information, documents and supporting materials provided by the Customer to the Bank for the purpose of the Bank’s, or a Bank Group Company’s compliance with any Foreign Law Requirement are and shall remain true, complete and accurate throughout the period when the Customer maintains a banking relationship with the Bank.

## 7. Indemnity

- 7.1 FATCA indemnity  
Without limitation to any other indemnity provided by the Customer to the Bank under any other provisions of this Agreement or any other arrangement or agreement, the Customer agrees to indemnify the Bank, its agents, officers and employees against all liabilities, claims, demands, losses, taxes, costs, charges and expenses of any kind which any of the Bank, its agents, officers and employees may suffer or incur, including taxes, interest or penalties, as a result of that party providing misleading or false information or otherwise failing to comply with any requirement under this Appendix or the Bank’s use of or reliance on any information, documents and supporting materials provided by the Customer to the Bank for the purpose of the Bank’s compliance with any Foreign Law Requirement. The Customer further agrees that the Bank is entitled to withhold, retain, or deduct such portion from the Customer’s assets in the possession or control of the Bank or such amount(s) from any of the Customer’s accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the Customer under this Clause 7.1. This indemnity shall continue notwithstanding the termination of the banking relationship between the Bank and the Customer.

## 8. Rights of Bank Cumulative

- 8.1 No limitation on existing rights  
Nothing in this Appendix limits the effect of any term or requirement of this Agreement or any other arrangement or agreement of the Customer with the Bank (including without limitation “OCBC Wing Hang Bank Limited Terms & Conditions for all Accounts and Related Services” together with the amendments and supplements applicable from time to time), and the rights of the Bank under this Appendix are in addition and without prejudice to any of its rights under this Agreement or any other arrangement or agreement of the Customer with the Bank (including without limitation “OCBC Wing Hang Bank Limited Terms & Conditions for all Accounts and Related Services” together with the amendments and supplements applicable from time to time).
- 8.2 Failure to comply  
Without limiting the generality of Clauses 4(b) and 4(c) of this Appendix, the Customer acknowledges and agrees that if the Customer fails to comply with any requirement of this Appendix, including failing to provide information, documents and supporting materials as required by the Bank, the Bank may suspend or terminate the Customer’s use of all or any of the Card(s) and/or related services; suspend or close the Customer’s account(s); and/or transfer the Customer’s account(s) to an affiliate of the Bank in another jurisdiction, for the avoidance of doubt including the PRC.

## 9. Conflict Between Terms

In case of any conflict or inconsistency between the English and the Chinese versions of this Appendix, the English version shall prevail.

(effective date from 1 January 2020)