

## Summary of Major Terms & Conditions of the BEA Credit Cardholder Agreement (Corporate Account) (the “Agreement”)

The Bank of East Asia, Limited (“BEA”) has outlined significant terms and conditions of the Agreement as follows for your particular attention and reference. Please note that the below summarised terms and conditions are for your reference only and you must read the FULL VERSION of the Agreement governing the use of the BEA Corporate Card (the “Card”).

The full version of the Agreement is available at any BEA branch and BEA’s website ([www.hkbea.com](http://www.hkbea.com)). Should there be any discrepancy between the English and Chinese versions, the English version shall prevail.

1. Upon receipt of the Card, you must activate it immediately. The Card is not transferable, and only you may use it. You and/or the applicant company must safeguard the Card and the Personal Identification Number (PIN) under control and must not disclose the PIN and the Card account number to any other person.

If you use other services or facilities in connection with the Card (such as ATM), you and/or the applicant company shall be subject to the terms and conditions for such services or facilities.

2. You must notify BEA immediately of any loss, theft, or disclosure of the PIN to a third party or the loss or theft of the Card as soon as you become aware of such loss, theft or disclosure.
3. Your liability of all losses incurred for any unauthorised transaction(s) before notifying BEA shall not exceed HK\$500 or such other amount pursuant to the applicable laws, regulations, or code of practice if there is no fraud nor gross negligence on your part, and you have not provided the Card or the PIN to a third party. Such maximum liability will not cover cash advances, and you shall remain fully liable for any cash advances effected with the use of the PIN. You shall be liable in full without limit for all transactions effected by the use of the Card (whether or not authorised by you) if you fail to fulfil the obligations as set out in this Clause and Clauses 1 and 2 above.
4. The credit limit specified by BEA to the applicant company represents the total amount of credit limit granted to all the cardholders. You and/or the applicant company must observe the credit limit assigned to the Card and BEA reserves the right to adjust the credit limit at any time by giving you and/or the applicant company appropriate notice. You and/or the applicant company may not use the Card for any transaction that BEA believes or suspects to be directly or indirectly related to gambling or illegal activities.
5. BEA shall not be responsible if the Card is not honoured at any merchant outlets for any reason nor be responsible in any way for any goods or services supplied by the merchants. You must resolve any complaint with the merchant concerned and the existence of any claim or dispute between two of you will not relieve your obligation to settle any sum outstanding to BEA.
6. You and/or the applicant company must notify BEA of any unauthorised transaction(s) shown on your Card’s statement within 60 days from the statement date, failing which, the statement shall be regarded as conclusive.
7. If you use the Card to make auto-payments and the Card has been lost, stolen or terminated, you must immediately inform the merchant(s) concerned to change and/or terminate these auto-payment arrangements. Otherwise, you shall be liable for the full amount of all charges, losses, damages or expenses incurred as a result of your failure to do so.
8. Any foreign currency transaction will be converted into Hong Kong dollars at the MasterCard exchange rate on the date when the transaction is processed by MasterCard, plus a service fee as specified in the Schedule of Fees & Charges levied by BEA.
9. By using the Card, you and/or the applicant company must pay all applicable charges and handling fees as specified in the Schedule of Fees & Charges for any service associated with it.

You and/or the applicant company must repay the outstanding balance on time to avoid payment of interests and applicable charges.

If you and/or the applicant company fail to pay any outstanding amount to BEA when due, you and the applicant company shall be jointly and severally responsible for all costs and expenses, incurred by BEA in enforcing the terms and recovering any sum you and/or the applicant company owe to BEA. However, you shall be only be liable for the outstanding indebtedness of your own Card account.

10. If you and/or the applicant company owe BEA any money on your Card account, BEA may at any time without prior notice set-off, apply or transfer money from the credit balance in your and/or the applicant company’s other accounts maintained with BEA to discharge your and/or the applicant company’s liability and to settle such money owing to BEA.
11. If you leave the applicant company due to retirement, resignation, dismissal or any other reason, the applicant company must notify BEA promptly in writing about the date of your departure and return the Card to BEA before you leave the applicant company. Once BEA receives the aforesaid notification, the entire outstanding balances on that particular Card account shall become immediately due and payable to BEA on or before the date of that your departure. The applicant company and you shall be jointly and severally responsible for settling any outstanding amounts immediately, together with all Card expenses, advances, costs, finance charges and other charges and fees already incurred and/or obtained by using the Card before returning such Card to BEA.

The applicant company and you must immediately notify BEA and return the Card to BEA if the applicant company ceases business or (i) (in the case of a limited company) it goes into liquidation or becomes the subject a winding-up petition, (ii) (in the case of a partnership) it is dissolved, or (iii) (for a sole proprietorship) the proprietor dies, becomes bankrupt or has a bankruptcy petition filed against him/her. The entire outstanding balances on all Card accounts shall become immediately due and payable to BEA. The applicant company and you shall be jointly and severally responsible for settling such outstanding amounts immediately, together with all expenses and advances, costs, finance charges and other charges and fees related to the Card that have already been incurred and obtained by the use of the Card(s) before returning such Card(s) to BEA. However, you shall only be liable for the outstanding indebtedness of your own Card account.

12. Whereas BEA may cancel the Card at any time, the applicant company may at any time terminate the use of the Card by giving BEA written notice accompanied by the return of the relevant Card(s) cut in halves.

The applicant company and you shall be jointly and severally responsible and liable for the use of the Card until it is terminated and returned to BEA.

13. BEA reserves the right to alter and amend the terms and conditions as contained in the Agreement subject to a prior notice of not less than 60 days. By continuing to use the Card after the effective date of the changes, you and/or the applicant company shall be deemed to have accepted and agreed to such changes which shall apply to all outstanding balances of the Card account unless the Card is returned to BEA for cancellation prior to the date such changes shall have effect.