



中國工商銀行(亞洲)

ICBC (Asia)

Industrial and Commercial Bank of China Limited and Industrial and Commercial Bank of China (Asia) Limited Dual Currency Business Credit Card – Master Cardmember Agreement (Company)

IMPORTANT:

PLEASE READ THIS MASTER CARDMEMBER AGREEMENT THOROUGHLY BEFORE USING ANY OF THE BUSINESS CREDIT CARD SERVICES. BY USING THE BUSINESS CREDIT CARD SERVICES, YOU WILL BE DEEMED TO HAVE ACCEPTED ALL THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND WILL BE BOUND BY THEM. YOUR USE OF THE BUSINESS CREDIT CARD SERVICES WILL BE GOVERNED BY THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, CUT THE CARD IN HALF AND RETURN THE PIECES TO US. UNLESS YOU DO SO, WE WILL ASSUME THAT YOU HAVE ACCEPTED THIS AGREEMENT. YOU SHOULD NOT USE THE CREDIT CARD BEFORE OR AFTER THE PERIOD OF VALIDITY PRINTED ON THE FACE OF THE CREDIT CARD.

1. Definitions

In this Agreement, defined terms in each Cardmember Agreement (Carduser) shall have the same meaning when used in this Agreement, unless expressly provided to the otherwise. The following words shall have the following meanings, unless the context otherwise requires.

- (a) "Authorised Officer" – a person authorised by the Company from time to time to request the issue of Cards on behalf of the Company;
- (b) "Bank" means ICBC (Asia) with respect to the Hong Kong Dollar Card Account or ICBC with respect to the Renminbi Card Account;
- (c) "Bank Group Company" has the meaning given to it in the Data Notice;
- (d) "Card" means any valid dual currency business credit card comprising a Hong Kong Dollar Card Account and a Renminbi Card Account, whether "platinum", "gold" or "classic" which bears the mark of an international card association in accordance with its By-laws and Rules and issued by ICBC (Asia) (for itself and/or on behalf of ICBC) at the request and in the name of the Company and the person named thereon for use in connection with the Card facilities made available by the Bank pursuant to this Agreement and the Cardmember Agreement (Carduser);
- (e) "Card Account" means either the Hong Kong Dollar Card Account or the Renminbi Card Account, or a specific one of them as the context may require, opened and maintained by the Bank and issued in the joint names of the Company and the Cardmember for the purposes of recording debits and credits in respect of usage of a Card by a Cardmember under a Cardmember Agreement (Carduser);
- (f) "Cardmember" means a Person (other than the Company) in whose name a Card has been issued by ICBC (Asia) (for itself and/or on behalf of ICBC) and whose name appears on a Card and his personal representatives and lawful successors;
- (g) "Card Transaction" means any purchase of goods and/or services or any transfer or cash advances effected by the use of the Card;
- (h) "Charge" means any amount which the Bank debits to the Master Account as shown on the Statement;
- (i) "Company" means the company at whose request a Card has been issued, and in whose name, the Master Account has been opened and is maintained;
- (j) "Cardmember Agreement (Carduser)" means an agreement between the Company, a Cardmember and ICBC (Asia) (for itself and/or on behalf of ICBC) setting out the terms and conditions of the usage of a Card by such Cardmember;
- (k) "Credit Reference Agencies" means any data user who carries on a business of providing credit reference service, whether or not that business is the sole or principal activity of that data user;
- (l) "Data" shall be as defined in the Personal Data (Privacy) Ordinance (Cap. 486) of the Laws of Hong Kong and any codes of practice issued pursuant to this Ordinance;
- (m) "Data Notice" means ICBC (Asia)'s "Circular to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance" from time to time revised and circulated to customers;
- (n) "Hotline" means ICBC (Asia)'s 24-hour credit card Customer Service Hotline (852) 218 95588;
- (o) "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;
- (p) "Hong Kong Dollars" means the lawful currency for the time being of Hong Kong;
- (q) "Hong Kong Dollar Card Account" means an account in Hong Kong Dollars opened and maintained by ICBC (Asia) for the purposes of recording debits and credits in respect of usage of the Cards under this Agreement;
- (r) "ICBC" means Industrial and Commercial Bank of China Limited, its successors and assigns;
- (s) "ICBC (Asia)" means Industrial and Commercial Bank of China (Asia) Limited, its successors and assigns;
- (t) "Mainland China" means the People's Republic of China but excluding Hong Kong and Macau;
- (u) "Master Account" means an account comprising both the Hong Kong Dollar Card Account and the Renminbi Card Account opened and maintained by ICBC (Asia) (for itself and/or on behalf of ICBC) and in the name of the Company for the purposes of recording debits and credits in respect of usage of the Cards by all Cardmembers;
- (v) "Minimum Payment" means the aggregate, as specified in each Statement, of (i) the higher of a specified amount or a percentage, determined by ICBC (Asia) (for itself and/or on behalf of ICBC) from time to time (the currently applicable amount and percentage being specified in the attached Schedule), of the outstanding amount in Hong Kong Dollars if in relation to the Hong Kong Dollars Card Account and in Renminbi if in relation to the Renminbi Card Account shown on the current Statement, (ii) any unpaid minimum payments in Hong Kong Dollars if in relation to the Hong Kong Dollar Card Account and in Renminbi if in relation to the Renminbi Card Account specified in previous Statements and (iii) the amount by which the outstanding amount in Hong Kong Dollars if in relation to the Hong Kong Dollars Card Account and in Renminbi if in relation to the Renminbi Card Account shown on the current Statement exceeds the credit limit assigned to the applicable Card Account, which shall be paid by the Cardmember and/or the Company to the Bank on or before each Payment Due Date;
- (w) "Payment Due Date" means the date on which the debit balance of the Card Account for any month owed by the Cardmember and/or the Company is payable as specified in the relevant Statement;
- (x) "Person" means any individual, firm, company or other legal or natural person whatsoever;
- (y) "Personal Data" shall be as defined in the Personal Data (Privacy) Ordinance (Cap. 486) of the Laws of Hong Kong and any codes of practice issued pursuant to this Ordinance;
- (z) "PIN" means the personal identification number for the time being supplied by ICBC (Asia) (for itself and/or on behalf of ICBC) enabling a Cardmember to identify himself when using a Card;
- (aa) "Renminbi" means the lawful currency for the time being of the People's Republic of China;
- (ab) "Renminbi Card Account" means an account in Renminbi opened with ICBC for the purposes of recording debits and credits in respect of usage of the Cards under this Agreement.
- (ac) "Statement" means a monthly statement of account sent by the Bank to the Company setting out the amount then due to the Bank in respect of the Master Account.

Headings are for convenience only and do not affect interpretation. Words denoting the singular shall include the plural, and words denoting one gender shall include all genders.

2. Application of This Agreement

- 2.1 The terms and conditions of each Card Account shall be deemed incorporated into this Agreement *mutatis mutandis* as if separately set out herein, save that references to the "Card" shall include any or all Cards and a "Cardmember" includes any or all Cardmembers, unless expressly provided to the otherwise.
- 2.2 All facilities made available by the Bank to the Company in respect of the Cards, the Card Accounts and the Master Account are subject to the terms and conditions of this Agreement from time to time in force and any other applicable terms and conditions.
- 2.3 This Agreement shall be binding on each successor, personal representative and person lawfully acting on behalf of the Company.

3. Credit Card Application

- 3.1 Any application for the issue of a Card and the opening of a Card Account shall be approved by the Company and must be countersigned by an Authorised Officer.
- 3.2 The Company shall act through the Authorised Person only.

4. Credit Limit

- 4.1 The credit limit of each of the Hong Kong Dollar Card Account and the Renminbi Card Account will be subject to a credit limit determined by ICBC (Asia) and ICBC respectively, at their respective sole discretion and notified to the Company and the Cardmember ICBC (Asia) (for itself and/or on behalf of ICBC). Such credit limit may be varied by ICBC (Asia) and ICBC (as the case may be) at their respective sole and absolute discretion without prior notice to or consent of any Cardmember.
- 4.2 The Company may apply for a review of the assigned credit limit for the Card Account at any time but neither Bank shall not be obliged to approve the application.
- 4.3 Each Bank may at its sole discretion (but shall not be obliged to) permit Card Transactions to be effected in excess of the credit limit for the applicable Card Account, and the Cardmember and the Company shall be jointly and severally liable for such transaction in accordance with the terms of this Agreement.

5. Use of the Card

- 5.1 The Card may be used in respect of the Hong Kong Dollar Card Account at ICBC (Asia) and other financial Institutions and merchants (including any Card Transactions within Mainland China which have been converted from Renminbi into Hong Kong Dollars) which accept such Card for effecting purchases of goods and services, drawing of cash advances, (if applicable) payment of the Cardmember's outstanding accounts with any other bank or credit card issuer in Hong Kong other than ICBC (Asia) by way of such other credit card facilities or services as ICBC (Asia) may from time to time provide or arrange.
- 5.2 The Card may be used in respect of the Renminbi Card Account at specified Mainland China branches of ICBC, and other financial institutions and merchants using a Renminbi clearing system/UnionPay (within Mainland China only) which accept such Card for effecting purchases of goods and services, drawing of cash advances, payment of a Cardmember's outstanding Renminbi Account with any other bank or credit card issuer in Mainland China other than ICBC by way of such other credit facilities or services as ICBC may from time to time provide or arrange.
- 5.3 If applicable, the Card may also be used to access the Cardmember's bank account with ICBC (Asia), and such Cardmember agrees that such service shall be subject to any relevant terms and conditions of ICBC (Asia) from time to time in effect in addition to the terms and conditions under this Agreement. The Cardmember is advised to read through such terms and conditions of ICBC (Asia) before proceeding to use such service.
- 5.4 Each Cardmember shall use the Card, and the Company shall ensure that each Cardmember uses a Card:
 - (a) so that the credit limit for each Card Account (including but not limited to any cash advance limit) from time to time notified by ICBC (Asia) (for its own behalf and/or on behalf of ICBC) to the Cardmember and/or the

- (b) Company as applicable to the Card Account is not exceeded; and
 - (b) within the validity date (if any) and the expiry date embossed on the Card.
 - 5.5 The Cardmember's right to use the Card shall be suspended:
 - (a) if the Card is lost or stolen; or
 - (b) if any Bank is informed by the Cardmember that the PIN is or may be known to any other Person.
 - 5.6 The Company may request that renewal and/or replacement Cards be issued to each Cardmember following expiry, loss or theft unless and until the Bank is notified by the Company to the contrary. Neither Bank shall be under an obligation to issue a renewal or replacement card and, if any renewal and/or replacement card is issued, each Bank shall be entitled to charge the relevant fee.
 - 5.7 (a) ICBC (Asia) may, at any time in its sole discretion and without giving any reasons, terminate any right of any Cardmember to use his Card to access his bank account with ICBC (Asia).
 - (b) ICBC (Asia) shall notify the Cardmember in writing of such termination referred to in Clause 5.7(a), and such Cardmember shall then return such Card, duly cut in two or otherwise defaced, to ICBC (Asia). Until such Card is returned to ICBC (Asia), and a replacement Card is issued in accordance with Clause 5.7(c) below, the right to use his Card by such Cardmember shall be suspended.
 - (c) If the Cardmember has returned such Card in accordance with Clause 5.7(b) above, ICBC (Asia) (for itself and/or on behalf of ICBC) shall issue to such Cardmember a replacement Card, which shall no longer enable such Cardmember to access his bank account with the Bank.
- The Card is not transferable and the Cardmember shall not permit the Card to be used by any other person.
- Each Cardmember undertakes to act in good faith at all times in relation to all dealings with the Card and the Bank.
- A Cardmember shall not use the Card or the Card Account for any illegal purposes. ICBC (Asia) (for itself and/or on behalf of ICBC) is entitled, in its sole and absolute discretion, to refuse to act on or give effect to any Card Transaction instruction if ICBC (Asia) has reason to believe that such instruction is given in connection with any illegal transaction. ICBC (Asia) (for itself and/or on behalf of ICBC) reserves the right to reverse or cancel any Card Transaction which it suspects or has reason to believe is for the purpose of or otherwise related to any illegal transaction.

6. Cardmember and Company Information

- 6.1 The Cardmember and the Company shall promptly notify ICBC (Asia) (for itself and/or on behalf of ICBC) in writing of any changes of business, registered office, correspondence address or, as the case may be, residential address, employment, work place address, email address, or telephone number, and of any change in personal or financial circumstances which might be material to the Bank in permitting the use or the continued use of the Card.
- 6.2 Each Cardmember agrees to any Bank (for itself and/or on behalf of ICBC in case of ICBC (Asia)) recording the telephone conversations or any verbal communication between the Cardmember and a Bank.

7. Charges

- 7.1 The Master Account may be debited by the Bank for the outstanding amount of each Card Account.
- 7.2 ICBC (Asia) (for itself and/or on behalf of ICBC) may at its sole discretion (but shall not be obliged to) require the Company and/or the Cardmember to which the Charges relate to promptly pay the Charges on or before the Payment Due Date or otherwise upon demand by the Bank. Without prejudice to the Bank's rights against a Cardmember, until such requirement or demand the Company shall make full payment of the Charges on or before the Payment Due Date.
- 7.3 The Company and a Cardmember to which such Charges relate shall be jointly and severally liable for the use of such Cardmember's Card and shall be jointly and severally liable for the total amount of Charges due to the Bank in respect of that Cardmember's Card Account.
- 7.4 The Cardmember's failure to sign any sales or cash advance voucher will not relieve the Cardmember and/or the Company from liability to the Bank in respect thereof.
- 7.5 Charges incurred in or converted into Hong Kong Dollars will be posted into the Hong Kong Dollar Card Account and Charges incurred in Renminbi (and not otherwise converted into any other currency) will be posted into the Renminbi Card Account.
- 7.6 Charges in any currency other than Hong Kong Dollars and Renminbi will be converted into Hong Kong Dollars at the prevailing exchange rate determined by ICBC (Asia) (in consultation with, if applicable, any relevant international card associations) on the day of conversion and debited to the Hong Kong Dollar Card Account in Hong Kong Dollars.

8. Fees and Expenses

- 8.1 ICBC (Asia) (for itself and/or on behalf of ICBC) may debit to the Master Account the fees, charges and expenses incurred by a Cardmember in relation to his use of the Card according to the relevant Cardmember Agreement (Carduser). The fees, charges and expenses of the Card are contained in the "Fee Schedule of the ICBC (Asia) Credit Card" (the "Fee Schedule"), and a copy of the Fee Schedule currently in force is supplied with this Agreement.

9. Payment of Charges

- 9.1 Subject to Clause 9.2, payments to the Master Account – Hong Kong Dollar Card Account shall be in Hong Kong Dollars and payments to the Renminbi Card Account shall be in Renminbi.
- 9.2 Master Account payments:-
 - (a) Master Account - Renminbi Card Account payments:
 - (1) Charges in the Master Account - Renminbi Card Account shall be settled in Renminbi at specified branches of ICBC in Mainland China or by other means as advised by ICBC (Asia) (on behalf of ICBC) from time to time.
 - (2) ICBC may (exceptionally but without any obligation) accept Hong Kong Dollars or other foreign currencies acceptable to ICBC for payments to the Master Account - Renminbi Card Account.
 - (3) In the event of payment in accordance with clause 9.2(a)(2) above, Hong Kong Dollars or foreign currencies will be converted to Renminbi at the exchange rate quoted by ICBC on the day of conversion.
 - (4) If the amount of Renminbi after conversion from Hong Kong Dollars or other foreign currencies does not cover the total Renminbi outstanding in the Master Account - Renminbi Card Account, the Company and the Cardmember (to which such Charges in Renminbi relates) shall remain jointly and severally liable for any difference caused by such currency conversion.
 - (b) Master Account - Hong Kong Dollar Card Account payments:-
 - (1) Charges in the Master Account - Hong Kong Dollar Card Account (which shall include for the avoidance of doubt any Card Transactions within Mainland China which have been converted from Renminbi into Hong Kong Dollars) shall be settled in Hong Kong Dollars at any branches of ICBC (Asia) in Hong Kong or by other means as advised by ICBC (Asia) from time to time.
 - (2) ICBC may (exceptionally but without any obligation) accept other foreign currencies acceptable to ICBC for payments to the Master Account - Hong Kong Dollar Card Account.
 - (3) In the event of payment in accordance with Clause 9.2(b)(2) above, the foreign currencies will be converted into Hong Kong Dollars at the exchange rate quoted by ICBC (Asia) as applicable on the date of conversion.
 - (4) If the amount of Hong Kong Dollars after the conversion of the foreign currency does not cover the total Hong Kong Dollars Charges outstanding in the Master Account - Hong Kong Dollar Card Account, the Cardmember and the Company (to which such Charges in Hong Kong Dollars relate) shall remain jointly and severally liable for any difference caused by such exchange conversion.
- 9.3 All payments:-
 - (a) shall be deemed not to have been made until such time as the relevant funds have been received in cleared and available funds by a Bank to which such payment relate;
 - (b) shall be payable without any deduction or withholding on account of any other amount whatsoever whether by way of set-off, counterclaim or otherwise, and notwithstanding any legal limitation, disability or incapacity of any Person.
 - (c) Payments to the Master Account - Hong Kong Dollar Card Account may be applied in the following order or in such other way as ICBC (Asia) (to which such payments relate) thinks fit:-
 - (i) legal and collection fees;
 - (ii) finance charges;
 - (iii) outstanding billed principal amount of the Charges;
 - (iv) cash advance handling charge;
 - (v) late charges;
 - (vi) over limit charges;
 - (vii) other service fees and charges; and
 - (viii) outstanding unbilled principal amount of the Charges
 - (d) Payments to the Master Account - Renminbi Card Account may be applied in the following order or in such other way as ICBC (Asia) (to which such payments relate) thinks fit:-
 - (i) legal and collection fees;
 - (ii) finance charges;
 - (iii) outstanding billed principal amount of the Charges;
 - (iv) cash advance handling charge;
 - (v) late charges;
 - (vi) over limit charges;
 - (vii) other service fees and charges; and
 - (viii) outstanding unbilled principal amount of the Charges
- 9.4 All payments into or credits made to either the Master Account – Hong Kong Dollar Card Account or the Master Account – Renminbi Card Account will be applied by a Bank in accordance with Clause 9.3, and if the payment is in excess of the outstanding balance of the Charges in respect of the Master Account, such excess will be applied to fund future Card Transactions or Charges as and when they are debited to such Master Account. Any credit balance in the Master Account – Hong Kong Dollar Card Account and the Master Account – Renminbi Card Account shall not, in any case, bear interest.
- 9.5 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 a 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 a Bank would have received had no such deduction or withholding been made. It shall be the sole 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 such Bank for all consequences of the

Company's failure to do so.

10. Records

- 10.1 Subject to Clauses 10.3 and 10.4 below, ICBC (Asia) record (for itself and/or on behalf of ICBC) of the amount of any Charge, however incurred shall, whether or not authorised by the Cardmember, in the absence of manifest error, negligence or fraud, be final and binding on the Cardmember and the Company, and ICBC (Asia)'s record (for itself and/or on behalf of ICBC) of the amount of any Charge incurred using a PIN, over the internet, or by means of an automated teller machine, point of sale terminal, other computer terminal or any telecommunication devices shall be binding on the Cardmember and the Company.
- 10.2 If a Card Transaction does not originate from a sales draft, ICBC (Asia) shall be entitled to debit the amount of such Card Transaction to the Master Account as if it had been submitted to ICBC (Asia) (for itself and/or on behalf of ICBC) in writing and signed, and the Company and each Cardmember hereby authorise ICBC (Asia) (for itself and/or on behalf of ICBC) to do so.
- 10.3 The Company and the Cardmember must examine each Statement and must notify ICBC (Asia) (for itself and/or on behalf of ICBC) in writing within 60 days from the issue date of such Statement of any unauthorised Charges arising from whatever cause, including forgery, fraud, lack of authority or negligence of the Company, the Cardmember or any other Person. After such period, the Statement will be deemed to be correct and conclusive evidence of the balance upon the applicable Card Account. No claim to the contrary by the Cardmember or the Company shall be admissible against a Bank unless any such unauthorised Charge arose from any of the following:
- any unauthorised transactions arising from forgery or fraud by any third party including any employee, agent or servant of the Company (other than the Cardmember) and in relation to which a Bank has failed to exercise reasonable care and skill;
 - unauthorised transactions arising from forgery or fraud by any employee, agent or servant of the Bank; or
 - other unauthorised transactions arising from the default or negligence on the part of a Bank or any of its employees, agents or servants.
- 10.4 Where the Cardmember or the Company reports an unauthorised transaction before the Payment Due Date, the Cardmember or the Company may give a written request to ICBC (Asia) (for itself and/or on behalf of ICBC) to withhold the obligation to make payment of the disputed amount during the investigation period by ICBC (Asia) (for itself and/or on behalf of ICBC) and requesting that any finance charges be suspended in respect of the disputed amount while it is under investigation by ICBC (Asia) (for itself and/or on behalf of ICBC). If, however, the report made by the Cardmember or the Company is subsequently proved to be unfounded, each Bank reserves the right to re-impose the obligation to make payment over the whole period, including the investigation period. The duration of any investigation period shall be at the sole discretion of the Bank to which such unauthorised transaction relates (but shall be no longer than 90 days except in circumstances which are beyond control of such Bank) and the Cardmember and the Company shall follow the instructions of such Bank and fully cooperate with such Bank in relation to any such investigation concerning the disputed amount.

11. Rights of a Bank

- 11.1 Nothing in this Agreement shall affect a Bank's right of set-off, transfer and application of monies at law or pursuant to any other agreement from time to time subsisting between a Bank and any Person.
- 11.2 Any credit to be given in respect of Charges will be applied by a Bank to the applicable Master Account Card Account only after deduction of any costs (including but not limited to collection and remittance costs), if any, so incurred to such Bank for applying the credit.
- 11.3 ICBC (Asia) is entitled (but not legally obliged):-
- to give effect to any instruction given by any Person to effect payment of sums due under this Agreement from another account with ICBC (Asia);
 - to set-off or transfer, at any time and without prior notice, any monies of whatever description standing in the books of ICBC (Asia) to the credit of the Company whether held singly or jointly with others and whether in Hong Kong Dollars or any other currency in or towards discharge of the total amount debited to the Master Account - Hong Kong Dollar Card Account.

For the purpose of set-off of funds in any currency other than Hong Kong Dollars, ICBC (Asia) may convert the currency into Hong Kong Dollars at the prevailing exchange rate determined by ICBC (Asia) at the time of conversion. If ICBC (Asia) exercises its rights under this Clause 11.3(b), it shall promptly notify the Company to which such exercise of rights relates.

- 11.4 Any branch of ICBC in Mainland China is entitled (but not legally obliged):

- to set-off or transfer, at any time and without prior notice, any monies of whatever description standing in the books of ICBC to the credit of the Company whether held singly or jointly with others and whether in Renminbi or not, in or towards discharge of the total amount debited to the Master Account - Renminbi Card Account.

If any branch in ICBC in Mainland China exercise its rights of set-off or transfer under this Clause 11.4, ICBC shall promptly notify ICBC (Asia), which shall thereafter promptly notify the Company or, as the case may be, Cardmember (to which such exercise of rights relates) of the same.

12. Exclusion and Limitation of Liability

- 12.1 No Bank shall be under any liability whatsoever to the Cardmember and the Company in respect of any loss or damage arising directly or indirectly from:
- any defect in any goods or services paid for by the use of a Card or any claim or complaint by the Cardmember against the supplier of such goods or services, or any other dispute between the Cardmember and any such supplier, for the avoidance of doubt, each Cardmember and the Company shall remain fully liable for any Charges incurred in respect of the relevant goods or services;
 - the refusal of any Person, automated teller machine, point of sale terminal, other computer terminal, internet website or any telecommunication devices to honour or accept a Card;
 - save as provided in Clause 10.3 above and subject to Clauses 12.2(a) and 12.5 below, the incurring of a Charge other than by a Cardmember;
 - subject to Clauses 12.2(a), 12.5 and 12.8, access to the use of the Card and/or services by the Cardmember or any other person whether or not authorised;
 - the Bank's inability to execute any of the Cardmember's instructions due to prevailing market conditions or other causes beyond the control, and not attributable to any default or negligence, of a Bank;
 - the inaccuracy in any information or data provided by the Company or the Cardmember which is stored in the Card containing a device capable of storing data or information or the loss of such information or data due to the negligence of the Company or the Cardmember;
 - the exercise by a Bank of its right to demand and procure surrender of a Card prior to the expiry date embossed on its face, where such demand and surrender are made and/or procured by a Bank or by any other Person or computer terminal;
 - the exercise by a Bank of its right (i) to modify, suspend or withdraw any of the facilities, services or benefits from time to time available in respect of the Card pursuant to Clause 15.3 below, (ii) to amend the credit limit (including but not limited to any cash advance limit or limit on Balance Transfer amount) applicable to a Card or a Card Account pursuant to Clause 15.4 below or (iii) to terminate a Card or a Card Account pursuant to Clause 16 below;
 - any injury to the credit character and reputation of the Company or the Cardmember in connection with or caused by the repossession of a Card, any request for its return or the refusal of any Person to honour or accept the Card whether or not instructed by a Bank;
 - any act of fraud, forgery or gross negligence of a Cardmember, the Company or any other Person (not being an employee, agent or servant of a Bank), including (without limitation) the Cardmember's failure to observe Clauses 12.4 or follow any other recommendation of a Bank from time to time regarding the safety and secrecy of the Card and the PIN; or
 - any act or omission of any third party (other than agents of a Bank) through which facilities of the Cardmember or the Company may be made available provided that such Bank shall have exercised reasonable care and skill in connection with such third party.
- 12.2 Provided a Cardmember has not acted fraudulently or with gross negligence, such Cardmember and the Company shall not be liable for loss as incurred:
- where a Card Transaction instruction effected by a Bank was given by use of a Card before a Cardmember received the Card or the Company received a Card, or given through the use of a lost, stolen or counterfeit card after ICBC (Asia) (for itself and/or on behalf of ICBC) has received proper notice of the loss or the theft of his Card or that the PIN is or may be known to any other Person from such Cardmember through the Hotline in accordance with Clauses 12.4 (as the case may be) or any other means acceptable to ICBC (Asia) (for itself and/or on behalf of ICBC) (provided that in the case of a lost or stolen card, the Cardmember has acted in accordance with Clauses 12.4 and 12.5 below); or
 - directly as a result of a fault in any automated teller machines and other facilities which was not obvious or was not advised by a message or notice on display or otherwise drawn to such Cardmember's attention.
- 12.3 In the event of any proceedings which a Cardmember and/or the Company may bring against the Bank for any cause whatsoever, such Cardmember and/or the Company agree(s) that a Bank's liability shall not exceed those amounts wrongly charged to the Card Account (and interest on such amounts).
- 12.4 A Cardmember shall report to ICBC (Asia) (for itself and/or on behalf of ICBC) (through the Hotline) as soon as reasonably practicable upon discovery of the loss or theft of any Card or the loss, theft or disclosure to a third party of any number used in relation to any cash advance or ATM function or facility incorporated in a Card.
- 12.5 A Cardmember and the Company will not be liable for any unauthorised Charges incurred after ICBC (Asia) (for itself and/or on behalf of ICBC) has received proper notice of the loss or theft of his Card or that the PIN is or may be known to any other Person from such Cardmember through the Hotline in accordance with Clause 12.4 (as the case may be) or any other means acceptable to ICBC (Asia) (for itself and/or on behalf of ICBC), provided that such Cardmember has not acted fraudulently or with gross negligence.
- 12.6 Where a Card incorporates a facility to enable such Card to be used to access a Cardmember's bank account with ICBC (Asia) (for itself and/or on behalf of ICBC), such Cardmember must also report the theft or loss of a Card as soon as reasonably practicable to ICBC (Asia) through ICBC (Asia)'s 24-hour lost card hotline or any other means acceptable to ICBC (Asia) in accordance with its terms and conditions governing such facility from time to time.
- 12.7 A Cardmember shall provide to ICBC (Asia) (for itself and/or on behalf of ICBC) all material information as to the circumstances of the loss or theft of a Card or disclosure of PIN and take all reasonable steps to assist ICBC (Asia) (for itself and/or on behalf of ICBC) to recover any losses or to incur any costs.
- 12.8 The liability of a Cardmember and the Company to a Bank for unauthorised Charges (but not in relation to any cash advances) prior to giving notice under Clause 12.4 (as the case may be) above shall be limited to the amount specified in the attached Schedule save where such Cardmember has acted fraudulently or with gross negligence whereupon such Cardmember and the Company shall be fully liable for such unauthorised Charges.
- 12.9 The liability of any Cardmember to ICBC (Asia) for any unauthorised transactions under such Cardmember's account with ICBC (Asia) prior to serving notice under Clause 12.6 will be determined in accordance with ICBC (Asia)'s terms and conditions with respect to such bank account from time to time in effect.

13. Consents to Disclosure of Personal Data

- 13.1 The Company agrees:-
- to be bound by the Data Notice which is distributed to the Company with this Agreement;
 - to the use of the Company's data for the purposes specified in the Data Notice;
 - to the transfer of the Company's data to the Persons specified in the Data Notice; and
 - that the provisions of the Data Notice shall apply generally to ICBC (Asia)'s (for itself and/or on behalf of ICBC) treatment of the Company's data.
- 13.2 Without prejudice to the Data Notice, the Company authorises a Bank to contact any Person (including, without limitation, employers, banks, financial institutions, credit card issuing companies, credit reporting agencies, credit

bureaux or any other information sources) to obtain, exchange and disclose credit reports and references and any other information a Bank may require to operate the Master Account. A Bank shall not approach any proposed referee for the Company unless the Company has first confirmed that it has obtained the prior consent of such referee.

- 13.3 The Company authorises the Bank to compare information provided by the Company with other information collected about them for checking purposes or to produce more data. A Bank may use the results of such comparisons for the purposes of taking any action in relation to the Master Account including action which may be adverse to the interests of the Company.
- 13.4 Subject to the Data Notice, the Company authorises the Bank to hold, store, use, otherwise process and administer for the purposes of operating the Master Account, marketing, verification of data, credit checking and enforcing this Agreement, any information about the Company and the Master Account and to disclose the information as is necessary for these purposes to:
- any Persons employed or contracted by a Bank (whether in Hong Kong, Mainland China, or any other part of the world) or any other Person in Mainland China who shall provide such Bank with any services in relation to the administration and production of the Cards including, without limitation, administrative and data processing services in connection with the maintenance and operation of customer accounts, marketing of banking and card services, and card embossing services;
 - other Bank Group Companies worldwide;
 - any Person whose name or logo appears on a Card;
 - any actual or proposed transferee, assignee or successor of all or any part of the assets or business of a Bank, or other banks, financial institutions, debt collection agencies, credit and payment card companies, credit reference agencies; and
 - governmental or regulatory authorities, whether in Hong Kong or elsewhere, and legal counsel, and to consent to the transfer to, and use of such information in, Hong Kong, Mainland China or such other country as a Bank may reasonably consider appropriate.
- 13.5 The Company authorises each Bank to disclose such information as is necessary in relation to the Company to governmental or regulatory authorities, whether in Hong Kong, Mainland China or such other country, in compliance with any laws, regulations or court orders.
- 13.6 ICBC (Asia) (for itself and/or on behalf of ICBC) may from time to time send to the Company marketing or promotional materials and documents and/or newsletters.
- 13.7 A Company shall have the right to request a Bank to cease using the data of the Company for the Bank's marketing purposes without charge to such Company.
- 13.8 ICBC (Asia) (for itself and/or on behalf of ICBC) agrees to notify the Company or Cardmember (as the case may be) in writing within 30 days of the Company's default in payment on the Payment Due Date. To the extent that the Personal Data (Protection) Ordinance (Cap. 486 of the Laws of Hong Kong) is applicable to the Company, unless the outstanding amount is fully repaid before the expiry of 60 days from the Payment Due Date, the Company shall be liable to have its account data retained by credit reference agencies until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of the Company's discharge from bankruptcy (as the case may be) as notified to the credit reference agencies, whichever is earlier.

14. Transfer, Assignment and Sub-Contracting

For the avoidance of doubt, a Bank may at any time transfer, assign, delegate or sub-contract any or all of its right or obligations under this Agreement to any Person without prior notice to the Company.

15. Amendment

- 15.1 This Agreement and any fees, charges and interest and charge rates payable or applicable under this Agreement may be amended at any time and from time to time by notice (except as provided in Clauses 15.3 and 15.4 below) from ICBC (Asia) (for itself and/or on behalf of ICBC) to the Company. Where any such amendment is within ICBC (Asia)'s (for itself and/or on behalf of ICBC) control, 30 days prior notice of the amendment becoming effective shall be given to the Company.
- 15.2 If the Company does not accept such amendment, it shall give written notice to ICBC (Asia) (for itself and/or on behalf of ICBC) before the effective date of the amendment, terminating the use of all Cards and the Master Account. Any debit balance on the Master Account shall also be paid in full at that time. If the Cardmember uses his Card or retains the Card after the effective date of an amendment, the Cardmember and the Company shall be deemed to have agreed to such amendment in all respects without reservation.
- 15.3 Subject to Clause 15.1, a Bank may add to, reduce, modify, suspend or withdraw any of the facilities, services or benefits from time to time available in respect of a Card without notice.
- 15.4 A Bank may at any time amend the credit limit (including but not limited to any cash advance limit) applicable to a Card or the Card to which such Bank relates without giving any reasons by notice to the Cardmember and/or the Company (as the case may be), such amendment to take immediate effect.
- 15.5 ICBC (Asia) (for itself and/or on behalf of ICBC) shall give notice of any amendment referred to in this Clause 15 (except Clauses 15.3 and 15.4) in writing, in the Statements or by display at its branches, press advertisement or otherwise, stipulating a date on which such amendment shall take effect.

16. Notices

- 16.1 Any of the following documents may be served by sending or making available the same (i) by ordinary post to the usual or last known address of the Company, or (ii) by fax, email or otherwise over the internet and such document shall be deemed to have been duly served (a) two days after the date of posting or transmission if mailed to an address in Hong Kong or sent or made available by fax, email or otherwise over the internet or (b) seven days after posting if mailed to an address elsewhere, save that in the case of legal process these periods shall be increased to seven and twenty-one days respectively and relevant documents may not be served by fax, email or over the internet unless permitted by law:
- the Statement, including any notice (whether on the front or the reverse of the Statement) for which provision is made pursuant to this Agreement;
 - any other demand, communication or notice made or given by a Bank pursuant to this Agreement; and
 - legal process.
- 16.2 ICBC (Asia) is not responsible for the Company's and/or Cardmember's (as the case may be) failure to receive a statement or other communication if ICBC (Asia) send it to the usual or last known address, or in accordance with other contact information for the account appearing in ICBC (Asia)'s record. ICBC (Asia) is authorized to withhold statement or other communication by post if previous mail to Company's and/or Cardmember's (as the case may be) usual or last known address is returned for non-delivery due to address change and the Company and Cardmember cannot be contacted. For mutual protection, the Company and Cardmember must advise ICBC (Asia) immediately of any address change or other information to keep ICBC (Asia)'s record current.
- 16.3 (a) Notwithstanding anything contained in this Agreement, each Bank is requested and authorised to act in accordance with and rely on any instruction or other notice or communication which may be or purport to be given or made available by telephone, fax or email or otherwise over the internet.
- (b) Subject to Clause 16.3(c), ICBC (Asia) (for itself and/or on behalf of ICBC) may (but shall not be obliged to) act on any notice which ICBC (Asia) (for itself and/or on behalf of ICBC) in good faith reasonably believes to be genuine and to have emanated from the Company.
- (c) ICBC (Asia) (for itself and/or on behalf of ICBC) may (but shall not be obliged to) verify the identity or authority of the Person giving or purporting to give the notice or as to the authenticity of any notice given by telephone, fax or email or otherwise over the internet and without requiring further confirmation in any form.
- (d) The Company undertakes to keep a Bank indemnified against all reasonable claims, demands, actions, proceedings, damages, losses, costs and expenses including all legal fees and disbursements brought against or reasonably incurred by such Bank and arising out of anything done or omitted pursuant to any telephone, fax or email or other internet notice received by such Bank, save in the case of such Bank's fraud or negligence.
- (e) ICBC (Asia) (for itself and/or on behalf of ICBC) may at its discretion (but shall not be obliged to) record notices given by telephone in writing and/or any other method determined by ICBC (Asia) (for itself and/or on behalf of ICBC). ICBC (Asia)'s (for itself and/or on behalf of ICBC) record of any such notice shall be conclusive and binding on the Company in whose names the notice was given in the absence of manifest error, fraud or negligence. The Bank may also require the Company to confirm in writing any instructions given by telephone.
- 16.4 These terms and conditions are to be read together with the terms and conditions applicable to and regulating the provision of Business Credit Card facilities by a Bank including without limitation the terms and conditions of the Cardmember Agreement (Carduser) (as the same may from time to time be amended), and the same together shall regulate the provision for such Bank of the Business Credit Card Account facilities for the Company, the operation of the Master Account and the related Card Accounts and the liabilities of the Company to each Bank in respect thereof.

17. Expenses of Enforcement

- 17.1 The Company shall indemnify a Bank in respect of any and all reasonable expenses properly incurred by a Bank in enforcing or attempting to enforce this Agreement including all reasonable legal fees, charges of debt collection agencies and disbursements. ICBC (Asia) shall, on request, provide the Company with a breakdown of all expenses he/it is liable to pay under this Clause 17.1.

18. Law and Language

- 18.1 The Agreement shall be construed and the provision of Card facilities shall be governed by Hong Kong law and subject to the non-exclusive jurisdiction of the Hong Kong courts.
- 18.2 If, at any time, any of these terms and conditions are or become illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining terms and conditions shall not be affected.
- 18.3 Nothing in this Agreement shall operate so as to exclude or restrict any liability, to the extent that such exclusion or restriction is prohibited by the laws of Hong Kong.
- 18.4 If there is any difference between the English language version of this Agreement and the Chinese language version, the English language version shall prevail for all purposes.

Industrial and Commercial Bank of China Limited and
Industrial and Commercial Bank of China (Asia) Limited
Dual Currency Business Credit Card - Master Cardmember Agreement (Company) - Schedule

- Specified amount referred on in Clause 1(v)
HK\$50.00 for Hong Kong Dollar Card Account
Not applicable for Renminbi Card Account
- Percentage referred on in Clause 1(v)
5% of the outstanding amount shown on the current Statement in respect of the Hong Kong Dollar Card Account
10% of the outstanding amount shown on the current Statement in respect of the Renminbi Card Account
- Maximum liability for unauthorised Charges referred to in Clause 12.8
Up to HK\$500.00

Effective Date: November 2007