

CCB (ASIA) BUSINESS CARD AGREEMENT

Effective Date: February 4, 2025

IMPORTANT! PLEASE READ CAREFULLY AND MAKE SURE THAT THE CARDMEMBER AND THE COMPANY THOROUGHLY UNDERSTAND THE TERMS AND CONDITIONS SET OUT BELOW. IF AT ANY TIME ANY CARDMEMBER OR THE COMPANY DOES NOT ACCEPT ANY OF THE TERMS AND CONDITIONS, THE CARDMEMBER AND/OR THE COMPANY SHOULD CUT THE CARD IN HALF AND NOTIFY CHINA CONSTRUCTION BANK (ASIA) CORPORATION LIMITED. THIS DOCUMENT, TOGETHER WITH THE FEE SCHEDULE, COMPRISE CCB (ASIA) BUSINESS CARD AGREEMENT (AGREEMENT). THE CARDMEMBER AND THE COMPANY'S USE OF THE CARD (INCLUDING ACTIVATION OR SIMPLY MAINTAINING THE CARD ACCOUNT) WILL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT AND CONDITIONS AND WILL BIND THE CARDMEMBER AND THE COMPANY.

1. DEFINITIONS

In this Agreement, the following words have the corresponding meanings:

- **“CCB (Asia)”** means China Construction Bank (Asia) Corporation Limited.
- **“Card”** means any CCB (Asia) Business Credit Card (including any replacement and subsequently renewed credit card) issued by CCB (Asia) (including without limitation, UnionPay Credit Card, comprising a HKD Card Account and a RMB Card Account).
- **“Cardmember”** means a staff member of the Company to whom the Card is issued.
- **“Card Account”** means the account with CCB (Asia) in respect of the Card.
- **“Company”** means each Company (including its successors) which has executed an agreement in relation to a Card with CCB (Asia).
- **“Electronic Service”** means the Card related services available from CCB (Asia)'s electronic channels, including CCB (Asia)'s website and mobile application software.
- **“Fee Schedule”** means the CCB (Asia) Credit Card Fee Schedule for Business Card (as amended or modified from time to time), a copy of which is available by calling the CCB (Asia) UnionPay Dual Currency Credit Card 24-Hour Customer Service Hotline at 317 95688 or from our website www.asia.ccb.com (if applicable).
- **“Fees and Charges”** mean the fees and charges set out in the Fee Schedule and such other fees, charges and monies payable by the Company under this Agreement.
- **“HKD”** means Hong Kong Dollar(s) being the lawful currency of Hong Kong.
- **“HKD Card Account”** means an account in HKD opened and maintained under the Card by CCB (Asia) for recording debits and credits in respect of the use of the Card.
- **“He/she”, “his/her” and “himself/herself”** mean the Cardmember.
- **“Hong Kong”** means the Hong Kong Special Administrative Region of the People's Republic of China.
- **“JETCO”** means Joint Electronic Teller Services Limited.
- **“Macau”** means the Macau Special Administrative Region of the People's Republic of China.
- **“Mainland China”** means the People's Republic of China excluding Hong Kong and Macau.
- **“Password”** means the identification made available to or selected by the Cardmember and/or the Company and used (together with the Username), to access the Electronic Service.
- **“Personal Data”** means the personal data relating to the Cardmember.
- **“PIN”** means all personal identification number(s) selected by the Cardmember for the purpose of identifying him/her for certain transactions made through the use of the Card.
- **“RMB”** means Renminbi, being the lawful currency of Mainland China.
- **“RMB Card Account”** means an account in RMB opened and maintained under the Card by CCB (Asia) for recording debits and credits in respect of the use of the Card.
- **“Statement of Account”** means the monthly statement and other statements arising from the Card Account sent by CCB (Asia) to both the Cardmember and the

Company setting out, among other things, the charges and other financial liabilities owed as at that date by the Company.

• **“UnionPay”** means China UnionPay Company Limited, a joint stock limited liability company incorporated in Mainland China.

• **“Username”** means the identification made available to or selected by the Cardmember and used (together with the Password) to access the web Electronic Service.

2. CCB (ASIA) BUSINESS CREDIT CARD

The Card is issued by CCB (Asia) to the Cardmember at the request of the Company. The approval of any and all Card applications shall be at the sole and absolute discretion of CCB (Asia).

3. USE OF THE CARD

- 3.1 The Card -** The Card, including any replacement and subsequently renewed Card, remains the property of CCB (Asia) at all times and shall be returned to CCB (Asia) immediately upon request. The Cardmember shall sign and activate the Card immediately upon receipt of the same and keep the Card in a safe place. The Cardmember shall also notify CCB (Asia) as soon as possible when the Cardmember discover any unusual or suspicious transactions on my credit card. The Company shall be liable for all losses as a result of any failure or delay in so doing.
- At the sole and absolute discretion of CCB (Asia), CCB (Asia) may terminate or cancel the Card, or vary any terms and conditions of any Card provided of the Cardmember, at any time and for any reason (including, without limitation, where CCB (Asia) has received any request from the Company to terminate or cancel the Card), by reasonable notice which shall be given by display, advertisement or other means as CCB (Asia) thinks fit. Any such termination or cancellation or variation of terms and conditions shall take effect on the date indicated in such notice, and any variation of terms and conditions shall be binding on the Cardmember and the Company if the Cardmember continues to retain or use the Card after the effective date of such variation.

The Cardmember understands that the Card is to be used for the sole purpose of paying for business expenses incurred during the course of his/her employment with the Company. The Company shall in its sole and absolute discretion determine the scope of business expenses which may be settled by the Cardmember with the Card, and the Cardmember shall reimburse the Company for any and all costs and/or expenses falling outside such scope incurred by the Company in relation to the Card. For the avoidance of doubt, any and all disputes between the Cardmember and the Company in relation to the Card or any use thereof (including, without limitation, any dispute on whether a particular amount, charge and/or fee arising out of the use of the Card falls within the scope of business expenses as determined by the Company) shall be resolved solely between the Cardmember and the Company, and shall not in any way affect any payment or other obligation of the Company under this Agreement.

- 3.2 Password, Biometric Credential Authentication and one-time password -** The Cardmember shall handle with due care any Password provided for use with the Card and keep such Password (if applicable) confidential. Also, the Cardmember shall carefully handle any authentication factors, including Biometric Credential Authentication and one-time passwords. In addition, the Cardmember agrees:
 - (i) to destroy the original printed copy of any Password;
 - (ii) not to allow anyone else to use the Card or any Password;
 - (iii) not to write down any Password on the Card or on anything usually kept with or near the Card;
 - (iv) not to write down or record any Password without disguising it;
 - (v) that whenever he/she chooses a Password, he/she will not choose a number that is likely to be guessed by a third party (e.g. he/she will not choose his/her birthday or the birthday of a relative or any part of any of his/her telephone numbers) and;
 - (vi) not to use the Password for accessing other services (for example, connection to the internet or accessing other websites).

3.3 AMENDMENTS AND ASSIGNMENT

- 3.3.1 Amendments -** CCB (Asia) has the right to amend, at its sole and absolute discretion, at any time and from time to time this Agreement and/or the Fee Schedule. The Cardmember and the Company understand that a notice of amendment will be sent to the Cardmember and the Company each time CCB (Asia) amends this Agreement and/or the Fee Schedule. Where such amendments are to the Fee Schedule or affect the Fees and Charges and liabilities or obligations of the Cardmember and/or the Company under this Agreement, the Cardmember and the Company will be given not less than sixty (60) days' notice before the amendments take effect (unless such changes are not within CCB (Asia) control). The Cardmember's continued use of the Card and/or failure by the Company to settle the entire outstanding balance of the Card Account and all outstanding Fees and Charges after the expiration of such notice shall be deemed an acceptance by the Cardmember and the Company of all the amendments made to this Agreement.

If the Cardmember or the Company does not accept any amendment, either of them may terminate this Agreement by giving CCB (Asia) written notice within thirty (30) days after the date of the notice of amendment and by returning the Card (which should be cut into halves) to CCB (Asia). The Company will still be responsible for all Fees and Charges incurred before any termination of this Agreement provided that where termination is effected within thirty (30) days from the date of the notice of the amendment, CCB (Asia) will repay the Company the Annual Fee and any other periodic fee which can be separately distinguished on a pro rata basis unless the amount involved is minimal.

3.3.2 Effect of Termination - If for any reason the Card is terminated by CCB (Asia) or the Cardmember's right to use the Card is revoked or on the bankruptcy or death of the Cardmember or on the termination of the employment of the Cardmember with the Company (for whatever reason) or upon any act of fraud committed by the Cardmember or the Company or upon any winding-up of the Company or upon any termination or suspension of the Company's business or appointment of a receiver over all or a substantial part of the Company's business or assets or upon termination of this Agreement by the Cardmember or the Company or otherwise, then:

- (i) all rights and privileges of the Cardmember and the Company shall be terminated automatically (including, without limitation, the closing of the Card Account); and
- (ii) the entire obligation of the Company to pay to CCB (Asia) the total amount charged to the Card (regardless of whether or not the

of the Username and Password for the Electronic Service is adequate identification of themselves. CCB (Asia), acting in good faith, is entitled to rely and act on instructions (given using the correct Username and Password via the Electronic Service) without obtaining any further written or other confirmation from the Cardmember and/or the Company, and the Cardmember and the Company shall nonetheless be responsible for all such instructions given through and the use of the Electronic Service even if those instructions are not actually given or authorized by the Cardmember and/or the Company.

4. FEES AND CHARGES

4.1 Fees And Charges - The Cardmember and the Company agree that the following Fees and Charges, shall be levied on the Card Accounts. FULLER DETAILS ARE SHOWN IN THE FEE SCHEDULE. THE CARDMEMBER AND THE COMPANY CONFIRM THAT THE CARDMEMBER AND THE COMPANY UNDERSTAND THESE FEES AND CHARGES.

Annual Membership Fee - Unless informed otherwise, an annual fee will be chargeable.

Benefits Fees - The Cardmember and the Company agree that the Cardmember and the Company will be subject to the applicable terms and conditions for the enjoyment of certain Card benefits; failing which agreement, the Cardmember and the Company will not be eligible to enjoy such benefits or the Cardmember and the Company will be charged the relevant fees (as determined by CCB (Asia) at its discretion).

Card Replacement Fee - A card replacement fee will be charged per replacement Card.

Cash Advance Fee (if applicable) - A handling fee will be charged for every cash advance transaction made.

Credit Balance Refund Handling Fee - Withdrawal of any credit balance of the Card Account will be subject to a handling fee.

Credit Card Repayment Service Fee at Designated Payment Affiliates - Per payment transaction including each cash payment and each check payment, the Designated Payment Affiliates include branches of China Construction Bank (Asia).

Finance Charge - In respect of cash advance (if available), the finance charge is calculated from the date of advance until full repayment is received. In respect of a retail purchase, if the Company pays the outstanding balance in full on or before the payment due date (each as shown in the Statement of Account), no finance charge will be levied. If for a cash advance or retail purchase the amount repaid is less than the whole outstanding balance, a finance charge will be applied (at the interest rate shown on the Fee Schedule) based on:

- (i) the unpaid balance (shown in the previous Statement of Account) from the Statement Date immediately preceding the Payment Due Date (shown in that Statement of Account) until payment in full; and
- (ii) the amount of each new transaction being posted since the Statement Date, from the transaction date until payment in full.

Foreign Currency Check Processing Fee - Foreign currency checks (which we may at our discretion accept) will be processed subject to a handling fee.

Late Payment Fee - If the Company fails to pay in full “Minimum Payment” on or before the “Payment Due Date”, each as set out in the Statement of Account, in respect of HKD Card Account and/or RMB Card Account, a late charges will be imposed.

Overlimit Fee - An overlimit fee will be charged once per each Statement of Account if the outstanding balance exceeds the prescribed credit limit for the Card Account.

Dispute Handling Fee - Dispute Handling Fee will be levied if it is proved the disputed transaction is unfooted.

Biometric Credential Authentication

- (i) The device only stores the Cardmember's Biometric Credential Authentication.
 - (ii) If the Cardmember has twins or similar-looking siblings, avoid using facial recognition function.
- One-time password**
- (i) Do not share one-time password with anyone (including friends or family) or make it public on social media.
 - (ii) Do not store one-time password.

The Company shall be solely liable for all losses resulting from any failure by the Cardmember to choose a Password, or handle the Card or Password or Biometric Credential Authentication or one-time password, with due care, and agrees to accept full and sole responsibility for all consequences, losses and/or liabilities arising or incurred as a result of the Password or Biometric Credential Authentication or one-time password being known to another person for whatever reason (other than negligence of CCB (Asia)) and shall indemnify CCB (Asia) for any loss or damage reasonably incurred by reason thereof.

- 3.3.3 Validity -** The Card shall remain valid until the last day of the month indicated thereon (unless terminated earlier).
- 3.4 Expiry And Renewal -** The renewal of the Card shall be at CCB (Asia)'s sole and absolute discretion. If the Card is not renewed, the whole outstanding balance under the Card Account becomes due and payable immediately. The Cardmember must return the Card to CCB (Asia) if CCB (Asia) so requests. Any renewal of the Card is subject to the right of the Cardmember and/or the Company to cancel the Card by giving CCB (Asia) written notice within thirty (30) days from the date of renewal, in which event the Company shall not be liable to pay any Annual Fee (as defined in Clause 4 below).

3.5 Merchant Affiliates - Neither the Cardmember nor the Company shall hold CCB (Asia) liable or responsible if (i) the Card is not accepted or honored by any merchant affiliate for any reason whatsoever, and/or (ii) CCB (Asia) refuses at its sole and absolute discretion to grant credit authorization for any purchase notwithstanding the availability of credit in favour of the Cardmember under his/her Card Account. Furthermore, neither the Cardmember nor the Company will hold CCB (Asia) liable or responsible in respect of any product or service purchased through the Card or any benefits given to the Cardmember or his/her nominees (if permitted). The existence of any claims or disputes between any merchant affiliate and the Cardmember shall not relieve any obligation on the Company to settle any sum outstanding with CCB (Asia).

3.6 Credit Limit - CCB (Asia) shall have sole and absolute discretion in determining the Cardmember's credit limit to the Card Account. The Cardmember will be given a credit limit expressed in Hong Kong Dollars (if applicable, inclusive of cash advance limit), which will be the maximum allowable outstanding balance given to the Cardmember at any time. For details of the maximum allowable outstanding balance and credit limit, the Cardmember may contact CCB (Asia). The Cardmember shall strictly observe such credit limit. CCB (Asia) reserves the right to decrease the credit limit at any time and from time to time. CCB (Asia) may at its sole discretion permit transaction to be effected in excess of the credit limit and the Company shall be solely liable for such transaction and the related fees and charges (including the Overlimit Fee) in accordance with the terms of this Agreement. The Cardmember understands that he/she may elect to opt out of the over-the-limit facilities at any time by such means as CCB (Asia) may determine. Notwithstanding the foregoing, the Cardmember and the Company agree that CCB (Asia) still reserves the right to permit transaction to be effected in excess of the credit limit under such circumstances as CCB (Asia) may prescribe.

3.7 Use of Card - The Card is issued only for the use of the Cardmember, subject to the credit limit set by CCB (Asia), in connection with business expenses incurred by the Cardmember during the course of his/her employment with the Company including the payment for any purchase of goods and/or services made during the course of his/her employment with the Company, payment for which will be charged to the Card Account. The

Cardmember shall open and maintain the Card Account to the satisfaction of CCB (Asia). In the case where cash advance is available, CCB (Asia) is entitled to determine the channel through which the Cardmember can obtain cash advance by using the Card. The Cardmember understands and acknowledges that prior activation (in the manner as from time to time indicated by CCB (Asia)) shall be made before overseas cash advance and overseas Automatic Teller Machine (ATM) functions are available.

The Card is not transferable. No other person is permitted to use the Card for charges, for identification or for any other purpose. If the Cardmember has let someone else use the Card or has voluntarily relinquished physical possession of the Card, this will not affect any liability on the Company to CCB (Asia) for payment for all charges made with the Card. CCB (Asia) reserves the right to decline processing or paying any transaction which CCB (Asia) suspects to be an unlawful transaction under any applicable law.

4. FEES AND CHARGES

- 4.1 Fees And Charges -** The Cardmember and the Company agree that the following Fees and Charges, shall be levied on the Card Accounts. FULLER DETAILS ARE SHOWN IN THE FEE SCHEDULE. THE CARDMEMBER AND THE COMPANY CONFIRM THAT THE CARDMEMBER AND THE COMPANY UNDERSTAND THESE FEES AND CHARGES.
- Annual Membership Fee -** Unless informed otherwise, an annual fee will be chargeable.
- Benefits Fees -** The Cardmember and the Company agree that the Cardmember and the Company will be subject to the applicable terms and conditions for the enjoyment of certain Card benefits; failing which agreement, the Cardmember and the Company will not be eligible to enjoy such benefits or the Cardmember and the Company will be charged the relevant fees (as determined by CCB (Asia) at its discretion).
- Card Replacement Fee -** A card replacement fee will be charged per replacement Card.
- Cash Advance Fee (if applicable) -** A handling fee will be charged for every cash advance transaction made.
- Credit Balance Refund Handling Fee -** Withdrawal of any credit balance of the Card Account will be subject to a handling fee.
- Credit Card Repayment Service Fee at Designated Payment Affiliates -** Per payment transaction including each cash payment and each check payment, the Designated Payment Affiliates include branches of China Construction Bank (Asia).
- Finance Charge -** In respect of cash advance (if available), the finance charge is calculated from the date of advance until full repayment is received. In respect of a retail purchase, if the Company pays the outstanding balance in full on or before the payment due date (each as shown in the Statement of Account), no finance charge will be levied. If for a cash advance or retail purchase the amount repaid is less than the whole outstanding balance, a finance charge will be applied (at the interest rate shown on the Fee Schedule) based on:
 - (i) the unpaid balance (shown in the previous Statement of Account) from the Statement Date immediately preceding the Payment Due Date (shown in that Statement of Account) until payment in full; and
 - (ii) the amount of each new transaction being posted since the Statement Date, from the transaction date until payment in full.
- Foreign Currency Check Processing Fee -** Foreign currency checks (which we may at our discretion accept) will be processed subject to a handling fee.
- Late Payment Fee -** If the Company fails to pay in full “Minimum Payment” on or before the “Payment Due Date”, each as set out in the Statement of Account, in respect of HKD Card Account and/or RMB Card Account, a late charges will be imposed.
- Overlimit Fee -** An overlimit fee will be charged once per each Statement of Account if the outstanding balance exceeds the prescribed credit limit for the Card Account.
- Dispute Handling Fee -** Dispute Handling Fee will be levied if it is proved the disputed transaction is unfooted.

purchase transactions made have been posted to the Card Account), including the interest, all fees and the annual fee, and other charges whether made in Hong Kong or abroad, shall become immediately due and payable without demand or notice.

14.3 Indemnity - Upon suspension or termination of the Card, the Cardmember and the Company shall jointly and severally (i) hold CCB (Asia) free and harmless from any reasonable loss (including all reasonable costs (legal fees on a solicitor and own client basis included) and expenses reasonably incurred) suffered by CCB (Asia) in recovering such total amount charged to the Card and (ii) keep CCB (Asia) indemnified for such reasonable amount of loss (including all reasonable costs (legal fees on a solicitor and own client basis included) and expenses reasonably incurred) suffered by CCB (Asia) in recovering such total amount charged to the Card. Pending such repayment, CCB (Asia) will be entitled to continue charging a late charge. Continued use of a terminated Card is strictly prohibited and may be unlawful.

14.4 Closed Card Account - In case there are credit balances remaining after the Card Account is closed, the Company shall make appropriate arrangement with CCB (Asia) and collect the remaining credit balance within six (6) months from the date when the Card Account is closed. Otherwise, CCB (Asia) may (without prior notice) deduct from such remaining credit balance all reasonable administrative costs incurred by CCB (Asia) thereafter in maintaining such monies pending the Company's collection.

5. COMMUNICATION

The Cardmember and/or the Company shall promptly notify CCB (Asia) of any change in the Personal Data (including residence, office or mailing address and/or telephone number(s) and any change in financial and employment status) in order to receive the messages from the Bank in a timely manner. The Cardmember and the Company understand that their respective mailing addresses shall always be in Hong Kong. In case the chosen mailing address of the Cardmember or the Company is not accessible through mail or delivery, CCB (Asia) has the option to use any other address(es) of the Cardmember or the Company which CCB (Asia) may have in its records.

6. SET-OFF

- 6.1 Set Off -** CCB (Asia) may, at any time without prior notice, combine or consolidate any accounts (of whatever nature, wherever situate, whether in the sole name of the Company solely or jointly with other(s) and whether subject to notice or not), and set-off, debit, withhold, apply and/or transfer any sum standing to the credit of one or more of the accounts in or towards satisfaction of obligations and/or liabilities of the Company to CCB (Asia) on any other account or in any other respect whatsoever, whether such obligations and/or liabilities be present or future, actual or contingent, primary or collateral, several or joint, secured or unsecured and whether they are owed by the Company to CCB (Asia) in whatever capacity, and where such combination, consolidation, set-off, debit, withholding, application or transfer requires the conversion of one currency into another, such conversion shall be calculated at the spot rate of exchange (as conclusively determined by CCB (Asia) prevailing in the relevant foreign exchange market at the relevant time. In the case of a joint account, the Company agrees that CCB (Asia) may exercise its rights herein and apply any credit balance in such joint account in or towards satisfaction of any obligations and/or liabilities owed to CCB (Asia) by the Cardmember and/or the Company or by the other joint account holder(s). The Company understands that CCB (Asia) shall, as soon as practicable, give notice to the Company of any exercise of its right under this clause.

6.2 Lien - The Company hereby authorizes CCB (Asia) to exercise a lien over all of property of the Company coming into the possession or control of CCB (Asia) for any reason whatsoever, whether or not in the ordinary course of banking or credit card business, with power for CCB (Asia) to sell or otherwise realize such property, if necessary, and apply the net proceeds to satisfy any of the obligations and/or liabilities of the Company to CCB (Asia).

6.3 Other Rights - The rights of CCB (Asia) under this Clause 16 shall be in addition and without prejudice to any lien or other right whatsoever to which CCB (Asia) may be entitled by law and shall apply to all the liabilities of the Company to CCB (Asia), whether such liabilities or any of them arise on any account or in any other respect or manner whatsoever.

Statement Retrieval Fee - Retrieval of a copy of a Statement of Account will be subject to a handling fee.

The Company agrees to pay such other reasonable fees and charges as notified by CCB (Asia) from time to time (including, without limitation, (i) fees and charges relating to the processing of cash payments; and (ii) fees and charges specified in any application form, product feature leaflet or other relevant marketing or promotional materials in relation to the Card).

- 4.2 Payment Order -** Payment of the Fees and Charges shall be made by such means and in such manner as CCB (Asia) may from time to time specify and will be accepted subject to CCB (Asia)'s regular business practices and procedures. Any payment made shall be applied in settling Cardmembers' Card Accounts in the following sequence:
 - (i) late payment fee and overlimit fees; then
 - (ii) cash advance fee, then
 - (iii) sales draft retrieval fee, card replacement card fee, statement retrieval fee and other fees and charges; then
 - (iv) annual membership fee; then
 - (v) finance charge for cash advance interest; then
 - (vi) finance charge for interest on purchases; then
 - (vii) monthly instalments balance; then
 - (viii) outstanding balance with the highest Annualized Percentage Rate (APR); then
 - (ix) any remaining portion to the other outstanding balances in descending order based on the applicable APR(s); then
 - (x) any other amount payable under this Agreement.

For the avoidance of doubt, the balances under clauses (vii) and (ix) include the amount(s) payable under promotion program(s), if any, that may be implemented from time to time, outstanding balance in respect of purchases.

7. DEFAULT AND INDEMNITY

- 5.1 Default -** In case of any default of the payment obligation under this Agreement or any other provision hereof by the Cardmember and/or the Company, the right of the Cardmember to use the Card may be revoked or suspended. The Company shall also immediately be liable to pay the total amount charged to the Card (whether or not the purchase transactions made have been posted to the Card Account), including the interest, all fees and the full annual fee, late charges and other charges whether made in Hong Kong or abroad.

5.2 Collection Costs - If CCB (Asia) refers the collection of Cardmember's Card Account to a collection agency and/or through a lawyer, the Company shall be solely liable to pay the reasonable costs and expenses of engaging such collection agent and/or lawyer and such other reasonable costs and expenses reasonably incurred by CCB (Asia) in recovering such payment and enforcing CCB (Asia)'s rights under this Agreement.

5.3 Indemnity - The Company shall solely hold CCB (Asia) harmless and indemnify CCB (Asia) on a full indemnity basis, on demand, for such reasonable amount of loss, damage, costs and expenses, legal or otherwise (including all reasonable legal costs and expenses on a solicitor and own client basis, and debt collection agent's reasonable costs and expenses) which CCB (Asia) may reasonably incur by reason of any default by the Cardmember and/or the Company of any provision of this Agreement.

6. DATA PRIVACY

6.1 Privacy Notice - The Cardmember acknowledges, confirms and agrees that CCB (Asia) may and may continue to obtain, use, store, transfer and disclose (whether within or outside Hong Kong) Personal Data for such purposes and to such persons in accordance with its policies on the use and disclosure of personal data as set out in the statements, circulars, privacy notices or terms and conditions from time to time made available by CCB (Asia) to its customers. Accordingly, CCB (Asia) may obtain the Personal Data from, or provide the Personal Data to, among others, credit reference agencies, his/her employer(s) (including, without limitation, the

7. VERBAL INSTRUCTIONS

In the course of providing the Card services, CCB (Asia) may need (but is not obliged) to record verbal instructions received from the Cardmember and the Company and/or any verbal communication between the Cardmember or the Company and CCB (Asia) in relation to such services. Verbal instructions shall be given and will only be accepted in accordance with such procedures and in such manner as CCB (Asia) may from time to time specify. The Cardmember and the Company agree that after reasonable verification of identity, (i) any verbal instructions given shall be irrevocable without CCB (Asia)'s written consent; (ii) CCB (Asia) is entitled to act on such verbal instructions; and (iii) any transaction effected as a result of such verbal instructions shall, in the absence of any willful default or negligence on the part of CCB (Asia) in processing such transaction, be binding on the Cardmember and the Company.

8. NOTICES

- 18.1 Any notice, demand or other communication may be sent to the Cardmember and the Company in writing to their last known address, by e-mail to their last known email address, by short message service to their last known mobile number or by facsimile to their last known facsimile number. Written notice, demand or other communication shall be deemed to have been duly sent to and received by them.

 - (i) if delivered personally, at the time of delivery;
 - (ii) if sent by letter postage prepaid, on the third business day after posting; and
 - (iii) if sent by email, short message service or facsimile transmission, at the time of dispatch.**
- The Cardmember and the Company acknowledge that CCB (Asia) may communicate with them electronically in connection with the Card services. They agree to accept the risks of unauthorized interference or interception, corruption or loss of data or information in transmission, delay or non-delivery of any file, attachment or communication, transmission of virus, corruption of file or data and failure of system. The Cardmember and the Company agree that CCB (Asia) shall not be liable for any loss or damage arising thereon.

**18.2 Without prejudice to Clause 18.1, all notices or announcements by CCB (Asia) in connection with any of the accounts, services or fees and charges governed by this Agreement shall also be deemed duly given or made and effective and binding on the Cardmember and the Company if CCB (Asia) has:

- (i) displayed the notice or announcement at CCB (Asia)'s branches; or
- (ii) advertised the notice or announcement in a daily newspaper circulating in Hong Kong; or
- (iii) sent the notice or announcement by ordinary mail to their last known address; or
- (iv) sent the notice or announcement by e-mail to their last known e-mail address; or
- (v) sent the notice or announcement by short message service to their last known mobile number; or
- (vi) in relation to transaction operated through Electronic Service offered by CCB (Asia), put the notice or announcement on CCB (Asia)'s electronic channels whether or not the Cardmember and the Company have retrieved or read the notice.**

18.3 CCB(Asia) may use electronic means as the only means of communication for provision of information to Cardholder. If Cardholder wishes to receive relevant information in paper form, Cardholder may contact CCB (Asia) for request.

9. INABILITY TO PERFORM OBLIGATIONS

CCB (Asia) shall not be liable if it is unable to perform its obligations under this Agreement or if there is any failure in the Cardmember's ability to use the Card or the Card services due (directly or indirectly) to the failure of any machine, data processing system or transmission link or any industrial dispute or any other factor outside the control of CCB (Asia) or outside the control of the agents or sub-contractors of CCB (Asia).

Company), banks, any affiliate, group companies of CCB (Asia), government and regulatory bodies, agents, contractors and third party service providers and, in the event of default, debt collection agencies.

- 6.2 Transfer of Personal Data -** Without prejudice to the foregoing, the Cardmember authorizes CCB (Asia) to disclose or transfer the Personal Data and the information about his/her Card Account confidentially to (i) any third party service provider (located in Hong Kong or otherwise) employed by CCB (Asia) to provide the Cardmember with administrative services and retain such relevant records in connection with the operation of Card Accounts and marketing of Card Account services; (ii) any affiliate, group companies or agents of CCB (Asia) or its licensees worldwide; (iii) the Company or any third party whose name or logo appears on the Card worldwide; and (iv) any third party service providers as CCB (Asia) may from time to time select.

The Cardmember further authorizes CCB (Asia) to use and disclose the Personal Data and the information provided in connection with his/her Card Account for the purpose of updating and/or verifying any and all of his/her personal information that may be held by any affiliate, group companies or agent of CCB (Asia), marketing purposes (including, without limitation, (i) the marketing of products and/or services of any affiliate, group companies or agent of CCB (Asia) and/or selected business partners; and/or (ii) the exchange of non-financial information with any affiliate, group companies or agent of CCB (Asia) and/or selected business partners) and any other purpose used as CCB (Asia) may from time to time notify the Cardmember.

- 6.3 Right to Request Access -** The Cardmember confirms that he/she is aware of his/her entitlement at any time to request access to information held by CCB (Asia) about his/her Card Account and update and correct such information. CCB (Asia) may impose a reasonable charge to cover the costs of complying with such requests. Requests should be addressed to CCB (Asia) and marked for the attention of the Data Protection Officer (Address: China Construction Bank (Asia) Corporation Limited, 19th Floor, CCB Centre, 18 Wang Chui Road, Kowloon Bay, Kowloon).

7. LOST AND THEFT LIABILITY

- 7.1 Lost or Stolen -** If the Card or a mobile device(s) with credit card(s) bound to the mobile wallet is lost or stolen or the Password is known (or suspected to be known) by another person, and/or the biometric data or one-time password is disclosed to any unauthorized person, or if there is suspicion by the Cardmember and/or the Company of any counterfeit card bearing the same account number as the Card, the Cardmember and/or the Company will immediately report it to CCB (Asia) by calling the 24-hour Lost Card Hotline at (852) 317 95650, or such other telephone number CCB (Asia) may specify from time to time. Any such event should also be promptly reported to the police and the police report must be produced to CCB (Asia) if requested.

7.2 Liability - The Company shall be solely liable for all transactions effected through a lost or stolen Card or the Password, or/and the biometric data or one-time password or mobile device(s) or through unauthorized use of Password or counterfeit card occurring prior to the time the loss or theft was reported to CCB (Asia) in the manner prescribed above. Provided that if CCB (Asia) considers (in its sole opinion) the Cardmember and the Company have acted in good faith and with due care and diligence to protect the Card, Password and mobile device(s), and have reported the loss or theft of the Card or mobile device(s), or the disclosure of the Password and/or the biometric data or one-time password to any unauthorized person to CCB (Asia) and the police in the manner described above, the maximum liability of the Company for unauthorized transactions made through the Card (not including cash transactions) before reporting to CCB (Asia) shall not exceed HK\$500 on each occasion. The limited liability does not apply in case involving fraud or significant negligence or if under reasonable circumstances, the Cardmember fails to promptly notify CCB (Asia) of the loss or theft of the credit card(s) or a mobile device(s) with credit card(s) bound to the mobile wallet (depending on the situation), or the disclosure of the PIN and/or the biometric data or one-time password without authorization. In such cases, the Company will be responsible for all losses.

8. NO WAIVER OF RIGHTS

No failure or delay by CCB (Asia) in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or not shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

9. LANGUAGE

If there is any difference between the English version of this Agreement and the Chinese version, the English version shall prevail.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The Cardmember and the Company agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

11. SEVERABILITY

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

12. BONUS POINTS, BENEFIT SCHEMES AND/OR ASSOCIATION SERVICES

24.1 Bonus Points and/or Benefit Schemes - The Cardmember and the Company understand that CCB (Asia) may from time to time introduce bonus points and/or benefit schemes that apply when they use their Cards. These may entitle the Cardmember to benefits, services or gifts. In each case, these bonus points and/or benefit schemes operate in accordance with the terms and conditions of the relevant bonus points and/or benefits scheme.

24.2 Association Services - UnionPay may arrange for a package of services and privileges to be supplied to the Cardmember and the Company by service providers. These services may be subject to changes from time to time with or without prior notice. CCB (Asia) is not responsible for the provision or supply of such services and does not act as service provider or as agent, representative or broker of any such service providers. Such services are provided to them without involvement, responsibility or written agreement with CCB (Asia). CCB (Asia) does not accept responsibility for or represent or warrant