



Notice of Amendments to Credit Card Cardholder Agreement ("Agreement") of Chong Hing Bank Limited ("Bank")

(Applicable to Chong Hing Credit Card Cardholder Agreement / Chong Hing China UnionPay Dual Currency Credit Card Cardholder Agreement / Chong Hing Corporate Credit Card Cardholder Agreement)

Dear Cardholder,

With effect from 1 December 2011, please be informed that the Bank's Credit Card Cardholder Agreements will be amended as follows :

A. Applicable to Chong Hing Credit Card Cardholder Agreement

1. Amendments to Clause 1 – Definitions

Clause 1(a)(ix) shall be amended as follows and the new Clause 1(a)(xxxii) shall be inserted after the existing Clause 1(a)(xxxii) :

1(a)(ix) "Designated Scheme" means the scheme from time to time designated by the Bank for promotion of goods and/or services as contemplated under Clause 12(b)(ix)(B).

1(a)(xxxii) "PRC" means the People's Republic of China.

2. Amendments to Clause 3 – The Card, PIN, Virtual Card Account Number and Card Account

Clause 3(c)(v) and Clause 3(d) shall be amended as follows :

3(c)(v) never use any easily accessible personal information such as telephone numbers or date of birth as the PIN.

3(d) The Cardholder shall in all circumstances keep his PIN and the Virtual Card Account Number strictly confidential. The Cardholder must not allow or cause to be permitted any other Person to use the Card, the PIN and/or the Virtual Card Account Number. The Cardholder must not use the PIN for accessing other services (for example, connection to the internet or accessing other website). Upon notice or suspicion of the PIN or the Virtual Card Account Number being disclosed or known to any unauthorized Person or any unauthorized Transaction being or may be effected, the Cardholder must notify the Bank immediately.

3. Amendments to Clause 4 – Use of the Card and/or the Virtual Card

The following new Clause 4(m) shall be inserted after the existing Clause 4(l) :

4(m) The Cardholder shall observe all applicable laws, regulations, codes, guidelines together with notices from time to time in operation in relation to any Card Account and/or Virtual Card Account transaction conducted with the Card and/or the Virtual Card, including any anti-money laundering and anti-terrorist financing legislation and regulations and all applicable foreign exchange laws, regulations, codes, guidelines and/or notices including without limitation those of the PRC in respect of the use of the Card and/or Virtual Card in the PRC. The Bank may take any action (including without limitation the disclosure of any information and documents) which as the Bank may in its sole discretion regard as prudent or necessary to comply with such laws, regulations, codes, guidelines and/or notices.

4. Amendments to Clause 9 – Amendments and Additions

Clause 9(a) and 9(d) shall be amended as follows :

9(a) The Bank reserves the right at any time to amend and supplement the terms of this Agreement including, without limitation, the rates of any charges or fees in the Charges Table and method of payment or to provide additional terms from time to time to take effect on the date stipulated by the Bank provided that the Bank shall give the Cardholder not less than 30 days' notice before any change of the terms and conditions which affect fees and charges and the liabilities or obligations of the Cardholder takes effect (where any such amendments involving an increase of annualized percentage rate or a significant change in the terms and conditions of this

Agreement, the Bank shall give the Cardholder not less than 60 days' notice before the change takes effect and inform the Cardholder that the Cardholder may close the Card Account(s) should any of such change be rejected), unless such changes are beyond the Bank's control.

9(d) The Bank may notify the Cardholder any variation of the terms of this Agreement by specifying the same in the Statement or in accordance with Clause ~~43~~12(b) or in such other manner as the Bank may determine.

5. Amendments to Clause 10 – Breach, Termination, Cancellation and Suspension
Clause 10(b)(v) shall be amended as follows :

10(b)(v) Upon termination, cancellation or suspension of the Card and/or the Virtual Card, or loss, unauthorized use or theft of the Card or suspicion thereof, for whatever reason, the Cardholder shall forthwith effect cancellation, suspension or termination of all outstanding payment instructions or authorizations which require payment out of the Card Account in favour of a third party to the intent that no further debit transaction shall be made out of the Card Account or through the use of the Card and/or the Virtual Card.

6. Deletion of Clause 12 – Disclosure of Information

The existing Clause 12 shall be deleted.

7. Amendments to Clause 13 – Communication

(i) The existing Clause 13 shall be renumbered as Clause 12.

(ii) The existing Clause 13(a)(iii) and Clause 13(b) shall be renumbered as Clause 12(a)(i) and Clause 12(b) respectively, and amended as follows :

~~43~~12(a)(iii) legal process, in the event of any legal proceedings in respect of this Agreement. Further, any of the aforesaid documents to be given by the Bank to the Principal Cardholder shall be deemed to have been so given to each Supplementary Cardholder if posted to the Principal Cardholder and being served in the manner set out in Clause~~43~~ 12(b).

~~43~~12(b) Any of the documents mentioned in Clause ~~43~~ 12(a) may be served by sending the same by ordinary post to the usual or last known address of the Principal Cardholder as shown in the file record of the Bank, and such document shall be deemed to have been duly served two days after the date of posting if mailed to an address in Hong Kong or seven days after posting if mailed to an address outside Hong Kong, save that in the case of legal process these periods shall be changed to seven and twenty-one days respectively. Items sent to the Cardholder are sent at the Cardholder's risks. All notices or other communications sent by the Cardholder to the Bank shall be deemed to have been served on the date of actual receipt by the Bank.

8. Renumbering of Clauses

The existing Clause 12 shall be deleted while the existing Clause 13 to Clause 20 shall be renumbered as Clause 12 to Clause 19 in sequence order.

B. Applicable to Chong Hing UnionPay Dual Currency Credit Card Cardholder Agreement (formerly known as Chong Hing China UnionPay Dual Currency Credit Card Cardholder Agreement)

1. Amendments to Clause 3 – The Card, PIN and Card Account

Clause 3(c)(v) and Clause 3(d) shall be amended as follows :

3(c)(v) never use any easily accessible personal information such as telephone numbers or date of birth as the PIN.

3(d) The Cardholder shall in all circumstances keep his PIN strictly confidential. The Cardholder must not allow or cause to be permitted any other Person to use the Card and/or the PIN. The Cardholder must not use the PIN for accessing other services (for example, connection to the internet or accessing other website). Upon notice or suspicion of the PIN being disclosed or known to any unauthorized Person or any unauthorized Transaction being or may be effected, the Cardholder must notify the Bank immediately.

2. Amendments to Clause 4 – Use of Card

Clause 4(k) should be amended as follows :

4(k) The Cardholder shall observe all applicable laws, regulations, codes, guidelines together with notices from time to time in operation in relation to any transaction conducted with the Card, including any anti-money laundering and anti-terrorist financing legislation and regulations and all applicable foreign exchange laws, regulations, codes, guidelines and/or notices including without limitation those of the PRC in respect of the use of the Card in the PRC. All Transactions will also be subject to the rules, regulations, codes, guidelines and/or notices from time to time applicable to RMB business in Hong Kong. The Bank may take any action (including without limitation the disclosure of any information and documents) which as the Bank may in its sole discretion regard as prudent or necessary to comply with such laws, regulations, codes, guidelines and/or notices.

3. Amendments to Clause 9 – Amendments and Additions

Clause 9(a) shall be amended as follows :

9(a) The Bank reserves the right at any time to amend and supplement the terms of this Agreement including, without limitation, the rates of any charges or fees in the Charges Table and method of payment or to provide additional terms from time to time to take effect on the date stipulated by the Bank provided that the Bank shall give the Cardholder not less than 30 days' notice before any change of the terms and conditions which affect fees and charges and the liabilities or obligations of the Cardholder takes effect (where any such amendments involving an increase of annualized percentage rate or a significant change in the terms and conditions of this Agreement, the Bank shall give the Cardholder not less than 60 days' notice before the change takes effect and inform the Cardholder that the Cardholder may close the Card Account(s) should any of such change be rejected), unless such changes are beyond the Bank's control.

4. Amendments to Clause 10 – Termination, Cancellation and Suspension

Clause 10(v) shall be amended as follows :

10(v) Upon termination, cancellation or suspension of the Card, or loss, unauthorized use or theft of the Card or suspicion thereof, for whatever reason, the Cardholder shall forthwith effect cancellation, suspension or termination of all outstanding payment instructions or authorizations which require payment out of any Card Account in favour of a third party to the intent that no further debit transaction shall be made out of any Card Account or through the use of the Card.

C. Applicable to Chong Hing Corporate Credit Card Cardholder Agreement

1. Amendments to Clause 1 – Definitions

Clause 1(a)(xi) shall be amended as follows and the new Clause 1(a)(xxi) shall be inserted after the existing Clause 1(a)(xx):

1(a)(xi) "Designated Scheme" means the scheme from time to time designated by the Bank for promotion of goods and/or services ~~including without limitation those contemplated under Clause 42(b)(ix)(B).~~

1(a)(xxi) "PRC" means the People's Republic of China.

2. Amendments to Clause 3 – The Card and PIN

Clause 3(c)(v) and Clause 3(d) shall be amended as follows :

3(c)(v) never use any easily accessible corporate and/or personal information such as telephone numbers or date of birth as the PIN.

3(d) The Cardholder shall in all circumstances keep his PIN strictly confidential. The Cardholder must not allow or cause to be permitted any other Person (including, without limitation, the Corporate) to use the Card and/or the PIN. The Cardholder must not use the PIN for accessing other services (for example, connection to the internet or accessing other website). Upon notice or suspicion of the PIN being disclosed or known to any unauthorized Person or any unauthorized Transaction being or

may be effected, the Cardholder and the Corporate must notify the Bank immediately.

3. Amendments to Clause 4 – Use of the Card

The following new Clause 4(k) shall be inserted after the existing Clause 4(j) :
4(k) The Cardholder and/or the Corporate shall observe all applicable laws, regulations, codes, guidelines together with notices from time to time in operation in relation to any transaction conducted with the Card, including any anti-money laundering and anti-terrorist financing legislation and regulations and all applicable foreign exchange laws, regulations, codes, guidelines and/or notices including without limitation those of the PRC in respect of the use of the Card in the PRC. The Bank may take any action (including without limitation the disclosure of any information and documents) which as the Bank may in its sole discretion regard as prudent or necessary to comply with such laws, regulations, codes, guidelines and/or notices.

4. Amendments to Clause 9 – Amendments and Additions

Clause 9(a) and 9(d) shall be amended as follows :

9(a) The Bank reserves the right at any time to amend and supplement the terms of this Agreement including, without limitation, the rates of any charges or fees in the Charges Schedule and method of payment or to provide additional terms from time to time to take effect on the date stipulated by the Bank provided that the Bank shall give the Cardholder and/or the Corporate not less than 30 days' notice before any change of the terms and conditions which affect fees and charges and the liabilities or obligations of the Cardholder and/or the Corporate takes effects (where any such amendments involving an increase of annualized percentage rate or a significant change in the terms and conditions of this Agreement, the Bank shall give the Cardholder and/or the Corporate not less than 60 days' notice before the change takes effect and inform the Cardholder that the Cardholder may close the Card Account(s) should any of such change be rejected), unless such changes are beyond the Bank's control.

9(d) The Bank may notify the Cardholder and the Corporate any variation of the terms of this Agreement by specifying the same in the Statement or in accordance with Clause ~~43~~ 12 or in such other manner as the Bank may determine.

5. Amendments to Clause 10 – Breach, Termination, Cancellation and Suspension

Clause 10(b)(v) shall be amended as follows :

10(b)(v) Upon termination, cancellation or suspension of the Card, or loss, unauthorized use or theft of the Card or suspicion thereof, for whatever reason, the Cardholder and the Corporate shall forthwith effect cancellation, suspension or termination of all outstanding payment instructions or authorizations which require payment out of the Card Account in favour of a third party to the intent that no further debit transaction shall be made out of the Card Account, the Corporate Card Account or through the use of the Card.

6. Deletion of Clause 12 – Disclosure of Information

The existing Clause 12 shall be deleted.

7. Renumbering of Clauses

The existing Clause 12 shall be deleted while the existing Clause 13 to Clause 18 shall be renumbered as Clause 12 to Clause 17 in sequence order.

Should you have any queries on the above amendments, please call Chong Hing Credit Card Customer Services Hotline at 3768 8888. If you wish to refuse accepting any above amendments, you need to notify the Bank and return the related Card(s) pursuant to Clause 9 of the above Agreement. The said amendments shall be binding on you if you continue to maintain your Card and/or Account with us, or to use or maintain any of our service on or after the effective date.

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