



# HSBC CORPORATE CARD APPLICATION

## Staff Nomination

Please issue a HSBC World Corporate MasterCard to our employee identified below with a credit limit of RM\_\_\_\_\_

We understand that you reserve the right to decline the issuance of the Card to the employee without giving any reasons.

Name of Company: \_\_\_\_\_

Corporate Bank Account No:

Print name as desired on Card (19 characters maximum including spaces):

If selecting Individual Settlement, please state the HSBC Account No:

### Employee Details

Title:  Mr.  Mrs.  Other \_\_\_\_\_

Full name as in NRIC / Passport with title: \_\_\_\_\_

Gender:  Male  Female Employer ID : \_\_\_\_\_

New NRIC No: \_\_\_\_\_ Old NRIC No: \_\_\_\_\_

Passport No: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Resident Status:  Resident  Non-Resident

Contact No: \_\_\_\_\_ (Home) \_\_\_\_\_ (Mobile)  
\_\_\_\_\_ (Office) \_\_\_\_\_ (Fax)

Residential Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Office Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Mother's Maiden Name: \_\_\_\_\_  
(Mandatory for security verification)

ATM Access:  Yes  No

## Major Terms and Conditions of the Corporate Card Programme Agreement (“Agreement”)

The significant liabilities and the obligations of the Cardholder and Employer under the Agreement are summarized below. The full version of the Agreement (which is attached with this Form) must be read carefully, and will prevail in case of any discrepancy with this summary. Usage of the Corporate Cards shall be taken as acceptance of the Agreement.

- (a) The Corporate Card (“Card”) is for the Cardholder’s use and is not transferable. The Cardholder should sign immediately on receipt.
- (b) The Employer will be fully liable for all purchase transactions and cash advances effected and charges incurred by the use of the Card, despite any dispute which the Cardholder may have with any merchant involved in the transactions.
- (c) If the total amount outstanding on the Card as shown on the monthly billing statement is not paid by the payment due date, finance charges and/or late payment charges/ default charges on the outstanding amount will be charged. Details of these charges and other fees charged by the Bank are as stated for the time being in the Bank’s Tariff and Charges available on the Bank’s website at [www.hsbc.com.my](http://www.hsbc.com.my) or as otherwise stated in the monthly billing statement.
- (d) The Cardholder must keep the Card and personal identification number (“PIN”) secured and not disclose the PIN or credit card details to any unauthorized party. Any forgery, lost or theft of the Card or unauthorized disclosure, lost or theft of the PIN must be reported as soon as reasonably practicable to the Bank by the Employer or Cardholder. The Employer will be fully liable for any unauthorized card transactions effected before the said report was made if Cardholder has (1) acted fraudulently or negligently in using or safeguarding the Card and/or the PIN; (2) the Employer or Cardholder delayed, knowingly or failed to make a report as soon as reasonably practicable; (3) recorded the PIN on the Card, or on anything kept in close proximity with the Card, and could be lost or stolen with the Card; (4) left the Card or item containing the Card unattended, in places visible and accessible to others; or (5) voluntarily allowed another person to use the Card and/or PIN; in which case the Employer will be liable without limit for all amounts charged to the Card before the said report. If the Cardholder fails to follow any security measures recommended by the Bank, this may be treated as negligence on the Cardholder’s part.
- (e) The Employer must ensure that and the Cardholder shall abide by the terms and conditions of this Agreement and that all reasonable steps shall be taken to keep the Card and PIN secured at all times, including at the Cardholder’s place of residence. These include (but not limited):
  - (i) not to disclose the Card’s details or PIN to any other person;
  - (ii) not to write down the PIN on the Card or on anything kept in close proximity with the Card;
  - (iii) not to use a PIN selected from the Cardholder’s birth date, identity card, passport, driving licence or contact numbers;
  - (iv) not to allow any other person to use the Card and PIN;
  - (v) to notify the Bank as soon as reasonable practical after having discovered that the Card is lost, stolen, an unauthorized transaction had occurred or the PIN may have been compromised;
  - (vi) to notify the Bank immediately upon receiving short message service (SMS) transaction alert if the transaction is unauthorized;
  - (vii) to notify the Bank immediately of any change in the Cardholder’s contact number;
  - (viii) to use the Card responsibly, including not to use the Card for any unlawful activity; and
  - (ix) to check the account statement and report any discrepancy in accordance with this Agreement.
- (f) The Bank may after 7 days’ prior notice, set-off or transfer money from the Employer’s accounts maintained with the Bank to settle any amount owing on the Card.
- (g) The Bank may cancel the Card at any time with prior written notice. The Employer or the Cardholder may cancel the Card by returning the Card to the Bank.
- (h) Upon cancellation of the Card for any reason or upon the Cardholder’s or the Employer’s death, bankruptcy, receivership, winding-up or dissolution, the whole outstanding balance on the Card (including transactions effected but not yet charged) will become immediately due and payable.
- (i) If the Bank incurs any legal, collection or other expenses in recovering any amount owed to the Bank in relation to the Card, the Employer will be liable to reimburse the Bank for all such expenses.
- (j) The Bank may change the terms and conditions of the Agreement by giving 21 days’ prior notice and the changes will apply unless the Card is returned to the Bank for cancellation before the changes take effect.

## Cardholder's declaration

1. I agree to comply with the Terms and Conditions of the HSBC's Corporate Card Programme Agreement printed overleaf.
2. Account Settlement **(To be completed if Company has selected Individual Billing)**  
Either  (a) I hereby authorise you to settle in full outstanding on the Card Account each month on the Settlement Date by direct debit to my HSBC account no. \_\_\_\_\_ notwithstanding that to do may result in an overdraft or an increase in overdraft.  
or  (b) I undertake to settle in full by personal cheque or by any other payment methods agreed by the Bank all outstanding on the Card Account each month on or before the Settlement Date.
3. I confirm that the information given in the HSBC Corporate Card Application – Staff Nomination Form together with the documents as/to be provided, are correct, complete, up-to-date, valid and not misleading, and I authorise the Bank to confirm this from any source the Bank may choose.
4. I hereby irrevocably give my consent to :-
  - (a) the Bank:-
    - (i) to carry out credit checks and obtain credit reports and information on me (in whatever capacity) from Credit Bureau (CCRIS) of Bank Negara Malaysia ("BNM"), Inland Revenue Board, Credit Bureau Malaysia and any other credit reporting agency registered under the Credit Reporting Agencies Act 2010 (as listed on the Bank's website at [www.hsbc.com.my](http://www.hsbc.com.my)); and
    - (ii) to disclose all manner of information relating to this nomination including the credit reports and information referred to in (a)(i) above, to BNM, Inland Revenue Board, any other regulatory authorities, members of the HSBC Group (in or outside Malaysia), and the bureaus and agencies stated in (a)(i) above, without any liability on the part of the Bank and without prejudice to any other rights of the Bank under other applicable terms and conditions or agreements relating to collection, processing and sharing of customer information;
  - (b) the Credit Bureau Malaysia and/or any other credit reporting agency registered under the Credit Reporting Agencies Act 2010 (as listed on the Bank's website at [www.hsbc.com.my](http://www.hsbc.com.my)) :-
    - (i) to source and retain information on me (in whatever capacity) from any available data source; and
    - (ii) to disclose to the Bank, information on me (in whatever capacity) as requested by the Bank.
5. I confirm that I am not a bankrupt.
6. I understand that this nomination is subject to the Bank's approval at its sole discretion and that the Bank need not give any reason should it reject this nomination.
7. To the best of my knowledge, information and belief, this nomination does not fall within the lending restrictions imposed by the (i) Financial Services Act 2013 of Malaysia read with BNM's Guidelines on Credit Transactions and Exposures with Connected Parties, and (ii) Banking Ordinance of Hong Kong SAR (applicable because the Bank is a wholly-owned subsidiary of The Hongkong and Shanghai Banking Corporation Limited incorporated in Hong Kong SAR).
8. I am aware that the credit limit for the Corporate Card is assigned by the Employer and/or the Bank.
9. I have access to and have read the latest version of the Bank's Generic Terms & Conditions (for Commercial Banking) which is available at [www.hsbc.com.my](http://www.hsbc.com.my) and I agree to be bound by the same (including all amendments thereto from time to time) should the Bank accept the nomination herein.
10. I have been given a copy of the Notice to Customers relating to the Personal Data Protection Act 2010 ("the Notice"). I hereby confirm that I have read and agree to the terms of the Notice. I understand that I can also download a copy of the Notice at [www.hsbc.com.my](http://www.hsbc.com.my).

Nominated Cardholder's Signature: \_\_\_\_\_

Date : \_\_\_\_\_

## Authorised Signatories Sign-off

**Signed on behalf of the Company by its duly authorised signatory(ies)**  
**Authorised Signatories –**

1st Authorised Signatory

Name: \_\_\_\_\_

Designation \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

(Signature & Company Seal (if applicable))

2nd Authorised Signatory

Name: \_\_\_\_\_

Designation \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

(Signature & Company Seal (if applicable))

# CORPORATE CARD PROGRAMME AGREEMENT

The following terms and conditions govern (a) the use by a Cardholder of a Corporate Card being an HSBC World Corporate MasterCard (each a "Card") issued by HSBC Bank Malaysia Berhad (the "Bank") at the request of the Cardholder's employer (the "Employer") and (b) the participation of the Employer in the Corporate Card Programme (the "Programme") of the Bank. The Employer, by nominating and giving a Card to a Cardholder, and the Cardholder, by activating his/her Card, shall be deemed to have read, understood and accepted the terms and conditions set out herein and will be bound by them.

## INTERPRETATION

Unless stated otherwise, reference to a Clause is to a clause in this Agreement. The headings in this Agreement are for convenient reference only and shall not be used for the construction or interpretation of this Agreement.

## 1. CARD ISSUE

- 1.1 The Bank shall issue in the names of the Employer and the Cardholder under the Programme, a Card to each employee of the Employer as may from time to time be nominated by the Employer's authorised officers and accepted by the Bank.
- 1.2 The Bank shall deliver each Card to the Employer or the employee whose name is embossed on the Card (the "Cardholder") at the Employer's address. The Employer shall be responsible for ensuring that each Card is signed by the Cardholder immediately upon receipt. The Bank shall be under no responsibility to the Employer to ensure that a Cardholder duly complies with this Agreement or that the Card is used for any business purpose or within any Cardholder's authority conferred by the Employer in respect thereof.

## 2. USE OF CARD

- 2.1 Each Cardholder to whom a Card is issued agrees to sign the Card immediately upon receipt and to follow the Bank's instructions as provided - to activate the Card. The Employer must ensure that and the Cardholder shall abide by the terms and conditions of this Agreement and will at all times take reasonable steps to keep the Card and the Cardholder's personal identification number ("PIN") secured including at the Cardholder's place of residence. These include (but not limited):

- (i) not to disclose the Card's details and the PIN to any other person;
- (ii) not to write down the PIN on the Card or on anything kept in close proximity with the Card;
- (iii) not to use a PIN selected from the Cardholder's birth date, identification card, passport, driving licences or contact numbers;
- (iv) not to allow any other person to use the Card and PIN;
- (v) to notify the Bank as soon as reasonable practical after having discovered that the Card is lost, stolen, an unauthorised transaction has occurred or the PIN may have been compromised;
- (vi) to notify the Bank immediately upon receiving short message service ("SMS") transaction alert if the transaction is unauthorised;
- (vii) to notify the Bank immediately of any change in the Cardholder's contact number;
- (viii) to use the Card responsibly, including not to use the Card for any unlawful activity; and

- (ix) to check the account statement and report any discrepancy in accordance with Clause 3.5 of this Agreement.

- 2.2 Each Cardholder must only use his/her Card during the validity period shown on the Card for amounts which will not cause his/her credit limit to be exceeded. Any renewal/replacement Card received must be signed immediately and kept safe until the start of the period of its validity at which time any existing Card shall be immediately destroyed by the Cardholder cutting it in half directly through the embossed account number, the magnetic strip and the hologram. The Cardholder must also follow the Bank's instructions as provided to activate the renewal Card, if required. A Card must not be used if suspended or cancelled by the Bank.
- 2.3 Each Card is the property of the Bank, is not transferable and shall be returned to the Bank immediately by the relevant Cardholder upon the Bank's request or upon termination of the relevant Cardholder's employment or contractual relationship with the Employer. The Employer shall inform the Bank upon the termination of the Cardholder's employment or contractual relationship with the Employer and ensure that the Card is returned to the Bank immediately.
- 2.4 The Cardholder must enter his/her PIN when prompted for PIN to complete the transaction(s) at the attended point of sale ("POS") terminals, failing which, such transaction(s) will be declined, except for the following transaction(s) whereby signature may still be used by the Cardholder:
- (i) for overseas transaction(s), signature may be required if the overseas terminal does not support PIN; and
  - (ii) if the Card is a non-contactless card that does not support PIN.
- 2.5 Notwithstanding the aforesaid, for contactless transaction(s), no PIN or signature is required for transaction(s) which amount is not more than RM250.00

## 2A. SECUREPAY ONE TIME PASSWORD

- 2A.1 This clause 2A herein provides for the Employer's and Cardholder's responsibilities and obligations relating to the Cardholder's use of the MasterCard SecureCode service ("SecureCode Service") as provided by the Bank. "SecurePay One Time Password" means the unique alphanumeric 6-digits code that is only valid for a single transaction when the Cardholder perform online transaction or other form where Mastercard Securecode is used. The SecurePay One Time Password will be sent via SMS to the Cardholder's mobile phone number as maintained with the Bank. "PIN" wherever referred to in this Agreement shall include the SecurePay One Time Password, where appropriate.
- 2A.2 When making an online purchase or other form of transaction for which Securecode Service is used, a SecurePay One Time Password will be sent to Cardholder by the Bank immediately and the Cardholder will be required to enter the SecurePay One Time Password for authentication before the merchant accepts the Cardholder's Card as payment for the aforesaid transactions.

By doing so, the Cardholder authorizes the Bank and the use of the MasterCard SecureCode to authenticate the Cardholder's identity, the Card and/or the use of the Card to make payment for the transactions concerned.

2A.3 If the Cardholder is unable to provide the SecurePay One Time Password, or if the authentication through MasterCard Securecode otherwise fails, the merchant will not accept the Card payment for that transaction.

2A.4 The Bank will not be liable for any merchant's refusal to accept the Card for the said payment, whatever the reasons shall be.

### 3. BILLING AND ACCOUNTING

3.1 The Employer shall maintain an account for the Programme (the "Programme Account") to which the value of all purchases of goods or services ("Purchase Transactions") and of all cash in any currency obtained by the use of the Card (each, a "Cash Advance" and in total, "Cash Advances") effected by use of the Cards or the Card number or PIN, (collectively, "Card Transactions") will be debited and to which payments will be credited. A Cardholder's failure to sign any sales or cash advance voucher will not relieve the Employer from liability to the Bank.

3.2 The Bank will send:

- (i) to the Employer, a monthly consolidated billing statement detailing the total outstanding balance due and owing to the Bank in respect of or in connection with the Cards and/or this Agreement, including the amount of all Card Transactions, costs, fees, charges and expenses (the "Statement Balance"), the date by which the Statement Balance must be received by the Bank (the "Due Date"), the amount of finance charges, late payment charges/default charges and non-interest charges, the amount credited and the dates when the aforesaid amounts were respectively posted to the Programme Account; and
- (ii) if elected, simultaneously to each Cardholder, a monthly card statement detailing in respect of the account of the Cardholder's Card maintained with the Bank ("Card Account"), the applicable credit limit, the total outstanding balance, the amount of non-interest charges, the amount credited and the dates when the aforesaid amounts were respectively posted.

3.3 The Bank shall not be liable for any act or omission of any merchant including without limitation any refusal to honour any Card or any defect or deficiency in any goods or services provided. Any claim or dispute which a Cardholder may have against or with a merchant shall not relieve the Employer of the obligation to pay without deduction, the amount incurred hereunder to the Bank. Any request by mail or telephone made by a Cardholder to a merchant for the supply of goods or services to be charged to the relevant Card shall constitute authority for the merchant to issue a sales voucher for the amount to be charged and an acknowledgement that the sales voucher, if endorsed 'mail order' or 'telephone order' as the case may be, shall be treated as having been duly signed/authorised by the Cardholder.

3.4 All Card Transactions effected in currencies other than Ringgit Malaysia shall be debited to the Programme Account after conversion into Ringgit Malaysia at a rate of exchange determined by reference to the exchange rate adopted by MasterCard International on the day of conversion, plus an additional percentage levied by the

Bank as administration fee and any other transaction fees charged by MasterCard International to the Bank, if applicable, which fees may be shared with the Bank.

3.5 The Cardholder and/or the Employer should notify the Bank's Card Services of any transaction in any statement that was not authorised by such Cardholder within **60 days** of the statement date. If the Cardholder and/or the Employer fail(s) to report within the said period, the transaction(s) shown on the statement will be considered correct. If there are disputed transaction(s), the Bank has the discretion to decide whether or not to effect a temporary refund of credit to the Programme Account pending investigation by the Bank with the merchants, acquiring banks and/or other relevant parties. If there is sufficient evidence to show that the disputed transaction(s) were genuinely incurred and/or authorised by the Cardholder, the Bank has the right to reverse the temporary refund of credit posted.

### 4. MANAGEMENT INFORMATION

If the Employer requests and the Bank agrees, the Bank shall provide the Employer with management information by such means and in such form as may be agreed between the Employer and the Bank from time to time, on a monthly basis (or such periodic basis as may be agreed) giving, inter alia, details of the transactions undertaken by each Card issued under the Programme. The Bank shall have no liability for the lost, corruption or theft of the management information once such information has been dispatched or transmitted.

### 5. CASH ADVANCES

For the purpose of this Clause 5, "HSBC Malaysia" shall refer to the Bank and/or HSBC Amanah Malaysia Berhad (a wholly-owned subsidiary of the Bank).

5.1 A Cardholder shall be entitled on presentation of his/her valid Card at selected branches of the Bank or office of a member of MasterCard International to receive in the domestic currency of the country in which such advances are made, Cash Advances in such amounts as shall be specified by the Bank or such member from time to time. The Bank shall not, however, be liable for any refusal by a member of MasterCard International to permit a Cash Advance.

5.2 Where a Cash Advance via automated teller machine ("ATM") facility has been incorporated in a Card, the Cardholder may use the Card to obtain Cash Advances at any ATM within HSBC Malaysia's ATM network in Malaysia and at any ATM belonging to the MasterCard/CIRRUS ATM network in and outside of Malaysia (collectively, the "Cash Advance ATM Network"). Use of the Cash Advance ATM Network shall, in addition to these terms and conditions, be subject to HSBC Malaysia's Universal/Generic Terms & Conditions on use of ATM (for which purpose the Programme Account shall be the relevant account) and the terms and conditions of the MasterCard/CIRRUS ATM network.

5.3 All Cash Advances including, without limitation, cash withdrawals from any funds earlier transferred or otherwise credited to the Programme Account, shall be debited to the Programme Account. Cash Advances will be subject to finance charges plus Cash Advance fee, details of which are as stated for the time being in the Bank's Tariff and Charges available on the Bank's website at [www.hsbc.com.my](http://www.hsbc.com.my) ("Commercial Tariffs") or as otherwise specified by the Bank in the monthly billing statement and shall be debited to the Programme Account as at the advance date. Other than the finance charges and the Cash Advance fee stipulated herein, no other charges are payable in respect of the Cash

Advance if it is repaid by the Due Date of the monthly billing statement on which it is first posted.

outstanding amount in arrears for computing finance charges due.

## 6. CREDIT LIMITS

6.1 The Bank shall assign to the Employer a Programme credit limit (and/or an individual credit limit for any Cardholder) which may be varied by the Bank from time to time with 3 working days' prior notice to the Employer as provided below. The Employer shall allocate the Programme credit limit amongst the Cardholders at its discretion, unless otherwise specified by the Bank. The Employer undertakes to ensure that the aggregate of the individual credit limits assigned by it to the Cardholders shall not exceed the Programme credit limit. The Employer may apply for a review of the assigned Programme credit limit at any time. The Cardholder must observe the credit limit assigned to the Cardholder by the Bank or the Employer.

6.2 The Bank may at its sole discretion (but shall not be obliged to), at the request of the Employer or any Cardholder, temporarily increase the Cardholder's credit limit from time to time or permit Card Transactions to be effected in excess of the Cardholder's credit limit and the Employer and the Cardholder shall be liable for any related transaction in accordance with the terms of this Agreement.

6.3 The Bank may at its discretion, as a result of an assessment of the credit risks associated with the Employer or a Cardholder based on information available to the Bank, reduce a Cardholder's credit limit or the Programme credit limit to such amount as it thinks fit with 3 working days' prior notice to the Employer and/or the Cardholder.

6.4 When asked to authorise a transaction, the Bank will take into account any restrictions (with regard to credit limits, industry categories, countries or otherwise) on the use of the Card in question as agreed between the Bank and the Employer, as well as any other transaction already debited to the relevant Card or any other Card issued under the Programme or for which authorisation has been given.

## 7. SETTLEMENT

7.1 (i) If payment of the whole of the Statement Balance is received by the Bank on or before the Due Date, no finance charges will be payable in respect of the same, except for finance charges on Cash Advances and the Cash Advance fee, if any, under Clause 5.3.

(ii) If payment of the whole of the Statement Balance is not received by the Bank by the Due Date, finance charges will be applied (a) to each Card Transaction (excluding Cash Advance) making up the Statement Balance, as well as new Card Transactions (excluding Cash Advance) entered into since the last statement date, from the posting date and (b) to each Cash Advance making up the Statement Balance, from the advance date, until the Statement Balance is paid in full. The finance charges will accrue daily and be calculated at the interest rate per annum as stated for the time being in the Bank's Commercial Tariffs or as otherwise specified by the Bank in the monthly billing statement.

(iii) If payment of the Statement Balance is not received in full by the Bank after the expiry of the Due Date or 4 days from the Due Date (where the Due Date falls on a weekend or public holidays), a late payment charge/default charge of a minimum of RM10 or 1% of total outstanding balance, whichever is higher, up to a maximum of RM100, will be debited to the Programme Account on the next following statement date. The late payment charge/ default charge will not be added to the

7.2 Notwithstanding and without prejudice to the other provisions of this Agreement, any amount owing by each Cardholder and/or the Employer to the Bank hereunder shall be payable on demand and the Bank reserves the right to charge finance charges thereon from the date of demand at its applicable prevailing rate(s).

7.3 The whole of the outstanding balance on a Card together with the amount of any outstanding Card Transactions effected by the Card but not yet charged to the Programme Account will become immediately due and payable in full to the Bank on termination of the use of the Card or on the Cardholder's bankruptcy or death.

7.4 Without prejudice to the Bank's rights in respect of individual Cards under Clause 7.3, the whole of the outstanding balance on all Cards, together with the amount of all outstanding Card Transactions effected but not yet charged to the Programme Account, shall become immediately due and payable to the Bank:

- (a) where the Employer is an individual, on the Employer's bankruptcy or death;
- (b) where the Employer is a limited company, if a resolution is passed or an order is made or any other step is taken for the Employer's winding-up or if a receiver is appointed over all or any part of the Employer's undertaking;
- (c) where the Employer is a partnership, if the Employer is dissolved;
- (d) if the Employer is in breach of any of these terms and conditions;
- (e) in the event of non-payment of the Statement Balance in full and the Employer has ignored, or failed to comply with, the Bank's notice to make the payment by the Due Date; or
- (f) upon termination of this Agreement for any reason.

7.5 The Bank may, upon prior notice of 7 days to the Employer, employ third parties to collect any debts / outstandings. The Employer (or their respective successors or estates) shall be fully liable for settling any debts / outstandings on each Cardholder's Card including without limitation any regular payments, whenever charged or debited to the Card, under arrangements which are authorised or set up prior to the date of termination of the use of the Card or each Cardholder's bankruptcy or death or the relevant circumstances described in Clause 7.4 (as the case may be) and will keep the Bank indemnified for all costs (including legal fees) and expenses incurred in recovering such outstandings. Pending such payment, the Bank will be entitled to charge finance charges, and late payment charges/ default charges at its applicable prevailing rate(s).

7.6 The Bank may, upon prior notice of 7 days to the Employer, assign all its rights, interests and obligations or any part thereof under this Agreement and any collaterals provided thereto, to any third party as the Bank shall deem fit. Where the Employer is a small and medium-sized enterprise (SME) within the definition given under the Circular on New Definition of Small and Medium Enterprises (SMEs) issued by Bank Negara Malaysia from time to time, the Bank shall only sell and assign such rights interests and obligations under this Agreement if the Programme Account has turned delinquent and is classified by the Bank as non-performing upon giving prior notice of 7 days to the former. Upon any such assignment, the assignee shall assume and be entitled to the rights, interests and obligations of the Bank comprised in this Agreement



and any such collateral as if the assignee had been the party to this Agreement and such collaterals in place of the Bank.

- 7.7 If any goods and services tax ("GST", which expression shall include any tax of a similar nature that may be substituted for it or levied in addition to it) is chargeable by law on any payment hereunder, by whatever name called, the Employer and/or the Cardholder shall pay such GST and if not paid by Cardholder, the Employer shall indemnify the Bank against the payment if the Bank is required by law to collect and make payment in respect of such GST.

## 8. APPLICATION OF PAYMENTS

Payments and credits received by the Bank in respect of the Programme Account shall be applied by the Bank towards payment of any legal and collection fees, interest/finance charges, cash advance fees, late payment charges/default charges, card replacement fees, and thereafter against the outstanding principal amount of the Card Transactions; or in any other order as the Bank considers appropriate without prior reference to the Cardholder and/or the Employer.

## 9. LIABILITY FOR TRANSACTIONS

- 9.1 Notwithstanding any other provisions of this Agreement, the Employer shall be fully liable, without limitation, for payment to the Bank of all Card Transactions effected by each Cardholder (whether voluntarily or otherwise) as well as all amounts properly debited to his/her Card notwithstanding that the Programme credit limit or the credit limit of the Cardholder may be exceeded or that any such debits may have arisen as a result of actions of such Cardholder without the Employer's authority or that the Card has been used in breach of any terms hereunder.

- 9.2 (i) The forgery, lost or theft of any Card, or the lost, theft or disclosure to any unauthorised party of any PIN must be reported by the Employer and/or the relevant Cardholder as soon as reasonably practicable upon discovery to the Bank's Card Services in Malaysia at Telephone: 1-300-88-1128 (if calling within Malaysia) or Telephone: 603-8321 5511 (if calling from overseas), or any other telephone or contact number(s) as may be notified by the Bank from time to time; followed by a confirmation in writing as soon as possible, and a police report should also be made with a copy of the police report given to the Bank. Pending the completion of the Bank's investigation into the report made to the Bank in accordance with this Clause, the Employer and the Cardholder shall not be required to pay for the Purchase Transactions debited to a Card as a result of the unauthorized use of the Card and any interest in respect of such Purchase Transactions.

- (ii) The Employer shall be fully liable for all unauthorised transactions including Cash Advance withdrawals made at ATMs and Purchase Transactions (collectively "Unauthorised Transactions") as a result of the unauthorised use of any such PIN before notification of its lost, theft or disclosure of the PIN to any unauthorised party is received by the Bank, except in the circumstances described in (iii) and (iv) below.

- (iii) The Employer shall be fully liable for all Unauthorised Transactions (which require PIN verification) debited to a Card as a result of the unauthorised use of the Card before notification of its, lost, theft or disclosure of PIN to any unauthorised party is received by the Bank, without limit, if the Cardholder and/or the Employer has (1) acted fraudulently or negligently in using and/or safeguarding the PIN; (2) delayed or failed to make a report in accordance with this Clause as soon as

reasonably practicable upon discovery of the lost, theft or disclosure of the PIN to any unauthorised party or any unauthorised use of the Card; (3) voluntarily disclosed the PIN to any third party; or (4) recorded the PIN on the Card, or on anything kept in close proximity with the Card, and could be lost or stolen with the Card. Failure to follow any measures to safeguard a Card and PIN or with regard to the usage thereof as recommended by the Bank in any communication to the Cardholder and/or the Employer from time to time may be treated as negligence for the above purpose.

- (iv) The Employer shall be fully liable for all Unauthorised Transactions (which require signature verification or contactless transactions) debited to a Card, as a result of the unauthorized use of the Card before notification of the forgery, lost or theft of the Card, is received by the Bank, without limit, if the Cardholder and/or the Employer has (1) acted fraudulently or negligently in using or safeguarding the Card; (2) failed to make a report in accordance with this Clause as soon as reasonably practicable upon discovery of forgery, lost or theft of the Card; (3) left the Card or item containing the Card unattended, in places visible and accessible to others; or (4) voluntarily allowed another person to use the Card. Failure to follow any measures to safeguard a Card and PIN or with regard to the usage thereof as recommended by the Bank in any communication to the Cardholder and/or the Employer from time to time may be treated as negligence for the above purpose.

- (v) Should a Cardholder retrieve his/her Card after it has been reported lost or stolen, it must not be used but cut in half directly through the embossed account number, the magnetic strip and the hologram and forwarded to the Bank. If a Card is lost or stolen, the Cardholder shall co-operate with the Bank and the police in their effort to recover the Card.

- 9.3 The Bank shall be under no obligation to issue a replacement Card to any Cardholder following its lost, theft or disclosure the PIN to any authorised party. Any replacement Card will be subject to a replacement fee as stated for the time being in the Bank's Commercial Tariffs or as otherwise specified by the Bank in the monthly billing statement. If the Cardholder has forgotten his/her PIN, the Cardholder and/or the Employer shall inform the Bank and request for a new PIN from the Bank by either the Cardholder calling the Bank's Card Services (as provided in clause 9.2(i) above) or by the Employer providing an instruction letter to the Bank.

- 9.4 The Employer shall be fully liable for the obligations of each Cardholder under this Agreement.

- 9.5 (i) A Cardholder who is a director of the Employer or a person connected with a director of the Employer (within the meaning of the Companies Act 2016) shall be authorised to use a Card only to the extent that it shall be lawful for the Employer to assume liability for such Cardholder's Card under Sections 224 and/or 225 of the Companies Act 2016.

- (ii) The Employer and the Cardholder who is a director of the Employer or a person connected with a director of the Employer (within the meaning of the Companies Act 2016) shall ensure that Sections 224 and/or 225 of the Companies Act 2016 are complied with. The Employer shall indemnify the Bank against all losses and damage that may be suffered by the Bank as a result of such non-compliance.

## 10. GENERAL RIGHTS OF THE BANK

- 10.1 If a Cardholder and/or the Employer is required by any applicable laws or regulations to make any deduction or withholding from any sum payable by such Cardholder



and/or the Employer to the Bank hereunder, then the liability in respect of that deduction or withholding shall be the liability of such Cardholder and/or Employer such that after the making of such deduction or withholding the net payment shall be equal to the amount which the Bank would have received had no such deduction or withholding been made. If the deduction or withholding is not made by the Cardholder, then it shall be the sole liability of such Employer to effect payment of such deduction or withholding to the relevant authority within the applicable time limit and such Employer shall indemnify the Bank for all reasonable foreseeable consequences of such Cardholder's and/or the Employer's failure to do so.

10.2 In addition to any general right of set-off or other rights conferred by law or under any other agreement, the Bank may after 7 days' prior notice combine or consolidate the outstanding balance on any Card with any other account(s) which the Employer maintain(s) with the Bank and set-off or transfer any money standing to the credit of such other account(s) in or towards satisfaction of any liability to the Bank hereunder.

10.3 The Bank reserves the right to amend, add, delete or vary any of the terms and conditions herein in this Agreement or in relation to the Programme by giving 21 days' prior notice to the Employer and/or Cardholder given in any of the following manner :-

- (i) notice on any of the Bank's internet websites;
- (ii) notice in the monthly consolidated billing statement and/or monthly card statement;
- (iii) notice at ATM (as defined in Clause 5.2 hereinabove);
- (iv) notice at any of the Bank's branches;
- (v) sending a notice to the Cardholder's and/or Employer's address in accordance with the provisions of Clause 15.2 herein below);
- (vi) via electronic means to such electronic mail address(es) of the Cardholder and/or Employer as stated in the Bank's records; or
- (vi) any other mode the Bank views suitable.

#### 11. FEES AND CHARGES

11.1 The Bank's initial and/or periodical fees in respect of each Card will be debited to the Programme Account. No fees will be refunded in the event of the cancellation of any or all the Cards. The amounts of fees payable in respect of a Card are as stated for the time being in the Bank's Commercial Tariffs or as otherwise specified by the Bank in the monthly billing statement.

11.2 If the Bank has incurred any legal or collection fees or other expenses for the purpose of demanding, collecting or suing, to recover any sum payable hereunder from any Cardholder and/or the Employer or for other remedies resulting from the breach or non-compliance of any terms of this Agreement, such Employer will fully reimburse the Bank for all such legal fees and any other fees and expenses incurred in that connection. Pending such repayment, the Bank will be entitled to charge finance charges at its prevailing rate(s).

11.3 The current amounts or percentages of fees, charges and interest rates referred to herein are as stated for the time being in the Bank's Commercial Tariffs or as otherwise specified by the Bank in the monthly billing statement. If particular services not specified herein are required, other fees and charges as set out in the Bank's Commercial Tariffs may apply. The Bank reserves the right to amend these terms and conditions as well as such amounts, percentages or other fees and charges from time to time by giving 21 days' prior notice to a Cardholder and/or the Employer of any such

amendments in any manner it thinks fit. Each Cardholder and/or the Employer will be bound by such amendments unless the relevant Card is returned to the Bank for cancellation before the date upon which any amendment is to have effect.

#### 12. COLLECTION, PROCESSING AND SHARING OF CUSTOMER INFORMATION

12. The Bank's Generic Terms & Conditions ("GTC") (available at [www.hsbc.com.my](http://www.hsbc.com.my)) shall apply:

- (i) GTC Clause 10 on "Collection, Processing and Sharing of Customer Information" is incorporated into this Agreement, where all references to "Customer" shall be read as "Employer and/or Cardholder" and all references to "product" shall include "Corporate Card".
- (ii) GTC Clause 10 is to be read together with GTC Clause 40 on "Definitions".
- (iii) GTC Clause 10 and Clause 40 may be amended from time to time in accordance with GTC Clause 7 on "Amendment of Terms & Conditions" and the prevailing version shall apply to this Agreement.

#### 13. TERMINATION

13.1 A Cardholder and/or the Employer may terminate the use of such Cardholder's Card at any time by written notice to the Bank by returning the Card and paying the Statement Balance in full, after which the Card Account shall be terminated.

13.2 The Bank may terminate this Agreement with respect to the entire Programme or any Card, or terminate, suspend or withdraw any of its services under this Agreement with respect to any Card, at any time with prior notice upon the occurrence of any of the events stipulated in clause 7.4 above or by reason of clause 16.5 below and by cancelling or not renewing the Card. On being notified that the Bank has terminated its obligations with respect to any Card, the Employer and/or the relevant Cardholder shall immediately return his/her Card to the Bank. Any cancellation of a Card (whether at the Cardholder's request or otherwise) shall be without prejudice to the liability of the Employer in respect of the use of such Card pending settlement of the outstanding balance on the relevant Card.

13.3 The Employer may terminate this Agreement and its participation in the Programme at any time by written notice to the Bank accompanied by the return of all the Cards. The Bank may terminate this Agreement and the Employer's participation in the Programme, or terminate, suspend or withdraw any of its services under the Programme, at any time with prior notice but without showing cause and by cancelling or not renewing any Card. On being notified that the Bank has terminated this Agreement and the Employer's participation in the Programme, the Employer will return all the Cards to the Bank. In the event there is a credit balance in the Programme Account, the Bank shall refund such balance (less any outstanding fees and charges owing to the Bank) within 30 days from the date of receipt of such written notice as aforesaid.

13.4 The Employer may at any time request the Bank to cancel or decline to renew any Card. Such request shall be made in writing and accompanied by the Card's return to the Bank. If a Cardholder's employment with the Employer is terminated, the Employer shall use reasonable endeavours to retrieve the Card from the Cardholder and shall return the Card to the Bank.

#### 14. NOTICES

- 14.1 Each Cardholder or the Employer will notify the Bank's Card Services promptly in writing of any changes in either such Cardholder's or the Employer's address.
- 14.2 Any notice given by the Bank hereunder will be deemed to have been received by a Cardholder or the Employer (as the case may be) within 4 days of posting to such Cardholder's or the Employer's (as the case may be) latest address stated in the Bank's records.
- 14.3 Any notice, instruction or other communication required to be given in connection with this Agreement by the Employer to the Bank shall be in writing and shall be given by delivering it by hand or sending it by ordinary post or facsimile to such address of the Bank as may be specified by the Bank and shall be deemed given or received when actually received by the Bank.
- 14.4 In respect of any notice, instruction or other communication given by the Employer in the form of facsimile ("fax instructions"), which shall be confirmed in each case by an original copy in writing within 5 days thereafter, the Employer confirms that:
- (i) the Bank is authorised to accept and act on any such fax instructions which the Bank in its sole discretion believes emanate from the Employer;
  - (ii) if the Bank acts in good faith on such fax instruction, then such fax instruction shall be binding on the Employer (whether or not such fax instruction was given by person(s) authorised by the Employer) and the Bank shall not incur any liability in respect of such fax instruction or be under any duty to verify the identity of the person(s) giving such fax instruction purportedly on the Employer's behalf; and
  - (iii) the Employer shall keep the Bank indemnified against all claims, liabilities, damages, costs and expenses of any kind which may be brought against the Bank or suffered or incurred by the Bank and which shall have arisen either directly or indirectly out of or in connection with the Bank's accepting fax instructions and acting thereon, whether or not the same are confirmed in writing by the Employer.

#### 15. SMART DATA GEN 2 ("SDG2") – only applicable where SDG2 is subscribed

By accessing and/or making use of MasterCard Smart Data ("Smart Data"), MasterCard's web-based expense and information management system on accessing commercial MasterCard transaction data, the Employer agrees to the following terms and conditions:

- 15.1 To enable MasterCard International ("MasterCard") to provide Smart Data, the Employer agrees that the Bank may transfer data relating to the Employer and the Cardholders and / or transactions effected with the Cards (whether within or outside the Malaysia) to MasterCard, its service providers or any other person as the Bank considers reasonably necessary for the processing, use and disclosure of its personal data, (including the transfer of its personal data outside Malaysia. Where the service provider is situated outside Malaysia, the Bank will procure that the service provider is bound by legally enforceable obligations to provide to the transferred personal data a standard of protection that is at least comparable to the protection under the Personal Data Protection Act 2010.

- 15.2 The Bank is not the provider or operator of Smart Data and shall not be liable for any delay, suspension, limitation, failure or computer processing error in the provision of Smart Data by MasterCard to the Employer and/ or its authorised users. The Bank makes no representations or warranties with regard to Smart Data express or implied. In particular, no warranty regarding non- infringement, accuracy or fitness for purpose is given in connection with Smart Data. The Employer agrees that it is its sole responsibility to assess and determine for itself the suitability of Smart Data for its purpose.
- 15.3. The Employer agrees, and shall ensure that its authorised users agree, to be bound by terms and conditions for accessing and using Smart Data ("Smart Data Terms and Conditions") as posted on the Smart Data website from time to time.
- 15.4 As authorised by MasterCard, the Bank will issue a username and password to the Employer, which will in turn issue a username and password to each of its authorised users, for accessing and using Smart Data. Each such username and password shall be referred to as a "User ID". The Employer shall, and shall ensure that each of its authorised users shall:
- (a) use the User ID only for the purposes of accessing and using Smart Data and for authorising instructions or requests using Smart Data and not to use the User ID for any other purpose;
  - (b) not send or disclose its/his User ID to any other person or entity or store it in a manner that would reasonably allow another person or entity to obtain access to the User ID;
  - (c) comply with all directions issued by Smart Data pertaining to use of the User ID and access to and use of Smart Data;
  - (d) not keep the User ID in any form, whether encoded or unencoded, in a location where it is capable of being copied or used by any person or disclose the User ID to any other person;
  - (e) keep any computer on which the User ID is stored physically secure and take all necessary precautions (including, without limitation, when downloading and running third party programs off the Internet) to protect any computer from viruses or programs which might make the User ID on the computer accessible to third parties;
  - (f) immediately notify MasterCard if it/he becomes aware:
    - (i) that its/his User ID has been compromised or is known to third party; or
    - (ii) of any unauthorised use of its/his User ID.
- 15.5 The Employer shall, and shall ensure that its authorised users shall, abide by all applicable data protection and privacy laws, regulations and codes of practice in its/his access to and user of Smart Data.
- 15.6 The Employer receiving data either via Smart Data File Express or another method shall be responsible for extracting or mapping the data and integrating it to any internal system or application.
- 15.7 MasterCard has the right to immediately limit or suspend the Employer's and/or its authorised users' access to and use of Smart Data where MasterCard is of the opinion that there has been a breach of any agreement with MasterCard regarding Smart Data or determines that such action is appropriate, desirable or necessary as a result of any person's use of or actions in connection with the user of Smart Data.

- 15.8 Upon the termination of any agreement between the Bank and MasterCard that enables the Bank's clients to make use of Smart Data, the Bank shall give prior notice of such early termination to the Employer where reasonably practicable.
- 15.9 The Employer shall indemnify the Bank against all claims, liabilities, costs, expenses, loss and damage suffered or incurred by the Bank as a result of or in connection with the Employer and/or any of its authorised users failing to comply with these Smart Data Terms and Conditions or their use of or access to Smart Data.
- 15.10 The Bank may alter the Smart Data Terms and Conditions at any time upon notice to the Employer. The Employer will be bound by such alterations unless it terminates its access to and use of Smart Data, and gives notice to the Bank of such termination, before the date on which any alteration is to have effect.

## 16. GENERAL

- 16.1 The utilisation of the services provided by the Bank's Card Services Hotline is subject to the applicable terms and conditions for the Bank's Card Services (for which purpose the "Authorised Person" shall mean any director of the Employer or any authorised signatory of the Employer's accounts for the time being in the Bank's record or any other person designated by the Employer for this purpose) in addition to these terms and conditions.
- 16.2 In the course of providing services, the Bank may need to record verbal instructions received from a Cardholder and/or the Employer and/or verbal communication between a Cardholder and/or the Employer and the Bank in relation to such services.
- 16.3 The Bank reserves the right to destroy any documents relating to any Card after microfilming/scanning the same.
- 16.4 The Bank may from time to time introduce new products/services to be made available to the Employer and/or a Cardholder, including but not limited to Mileage and/or Rewards Programmes, which shall be governed by specific terms of such products/services and, in case of any conflict between such specific terms and the terms herein, the former shall prevail.
- 16.5 No Card shall be used for payment of any unlawful activities such as illegal online betting, gambling or other transaction which is illegal under any applicable laws and the Bank reserves the right to decline processing or paying any Card Transaction which it suspects to be an illegal online betting, gambling or other transaction which is illegal. In the event that the Bank suspects, believes or otherwise has knowledge that any Card Transaction effected is for the purpose of or is otherwise related to illegal online betting, gambling or a transaction which is illegal under any applicable or relevant laws, the Bank reserves the right to reverse or cancel that Card Transaction and/or to immediately terminate this Agreement with respect to the relevant Card by cancelling the same.
- 16.6 The Bank shall not be liable for any delay, failure or computer processing error in providing any of the Bank's equipment or other facilities or services to any Cardholder and/or the Employer to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to any Cardholder and/or the Employer or any third party for any indirect or consequential losses arising out of or in connection with such delay, failure or computer processing error. In particular, but without

prejudice to the generality of the foregoing, the Bank shall incur no liability as a result of any act or omission of any third party (which is not acting as an agent of the Bank) through which any facilities or services to any Cardholder and/or the Employer may be made available provided that the Bank shall have exercised reasonable care and skill in connection with its dealings with such third party.

- 16.7 No forbearance or failure by the Bank in exercising any right, power or remedy shall be deemed to be a waiver or a partial waiver thereof on the part of the Bank and no waiver by the Bank of any breach of this Agreement on the part of the Employer or the Cardholder shall be considered as a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 16.8 If any one or more of the provisions of this Agreement or any part thereof shall be declared to be illegal, invalid or unenforceable under any applicable law in any jurisdiction, it shall not affect the legality, validity or enforceability of this Agreement in any other jurisdiction.

## 17. FINANCIAL CRIME RISK MANAGEMENT ACTIVITY

The Bank's Generic Terms & Conditions ("GTC") (available at [www.hsbc.com.my](http://www.hsbc.com.my)) shall apply:

- (i) GTC Clause 8 on "**Financial Crime Risk Management Activity**" is incorporated into this Agreement, where all references to "Customer" shall be read as "Employer and/or Cardholder" and all references to "product" shall include "Corporate Card".
- (ii) GTC Clause 8 is to be read together with GTC Clause 40 on "**Definitions**".
- (iii) GTC Clause 8 and Clause 40 may be amended from time to time in accordance with GTC Clause 7 on "**Amendment of Terms & Conditions**" and the prevailing version shall apply to this Agreement.

## 18. "KNOW YOUR CUSTOMER"

- 18.1 The Employer and Cardholder acknowledge that the Bank is required to carry out a due diligence to identify and to find out the background of its customer and cardholder. The Employer and Cardholder agree to sign such declarations, do such acts and/ or provide such documents requested by the Bank for this purpose within the required time period, and that not doing so may result in the Bank suspending, closing or limiting the usage of the Card Account. If the Card Account is to be closed, the Bank reserves the right to return the funds (if any) in the Card Account to the source from where it came.
- 18.2 If the Employer or a shareholder (whether direct or indirect, legal or beneficial) of the Employer is a company incorporated in a country that permits issuance of bearer shares, the Employer confirms and warrants that neither it nor such shareholder has issued any bearer shares and further undertakes that neither it nor such shareholder will issue or convert any of its shares or such shareholder's shares (as the case may be) to bearer form without the prior written consent of the Bank, failing which the Bank reserves the right to terminate the banking relationship with the Employer and Cardholder.

## 19. TAX COMPLIANCE

The Bank's Generic Terms & Conditions ("GTC") (available at [www.hsbc.com.my](http://www.hsbc.com.my)) shall apply:

- (i) GTC Clause 14 on “**Tax Compliance**” is incorporated into this Agreement, where all references to “Customer” shall be read as “Employer and/or Cardholder” and all references to “product” shall include “Corporate Card”.
- (ii) GTC Clause 14 is to be read together with GTC Clause 40 on “**Definitions**”.
- (iii) GTC Clause 14 and Clause 40 may be amended from time to time in accordance with GTC Clause 7 on “**Amendment of Terms & Conditions**” and the prevailing version shall apply to this Agreement.

## 20. CONFLICT & ORDER OF PRIORITY

The Bank’s Generic Terms & Conditions (“GTC”) (available at [www.hsbc.com.my](http://www.hsbc.com.my)) shall apply:

- (i) GTC Clause 32 on “**Conflict & Order of Priority**” is incorporated into this Agreement.
- (ii) GTC Clause 32 is to be read together with GTC Clause 40 on “**Definitions**”.
- (iii) GTC Clause 32 and Clause 40 may be amended from time to time in accordance with GTC Clause 7 on “**Amendment of Terms & Conditions**” and the prevailing version shall apply to this Agreement.

## 21. DELEGATION OF AUTHORITY

The Employer hereby authorizes the persons nominated in the HSBC Corporate Card Application Form (or such persons as the Employer may appoint from time to time in writing to the Bank) (“Nominated Persons”) to make requests, give instructions or to communicate generally with the Bank. The Bank shall be entitled (but not obliged) at its discretion to rely and act on any requests, instructions and other communications which the Bank in its sole opinion believes emanates from the Employer or the Nominated Persons (whether orally or in writing and whether in person or over the telephone or by facsimile or other means of telecommunication and whether genuine or with or without the Employer’s consent or authority), and any action taken by the Bank pursuant thereto shall bind the Employer. The Bank shall not be liable to the Employer for any loss or damage incurred or suffered by it as a result of such action. The Bank shall not be under any duty to verify the identity of any person communicating purportedly as or on behalf of the Employer.

## 22. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of Malaysia and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts in Malaysia.