

## Terms and Conditions for 328 Business Banking:

### General Terms & Conditions:

1. Dah Sing Bank, Limited (the "Bank") and Dah Sing Insurance Company (1976) Limited ("Dah Sing Insurance") reserves the right to amend or terminate any of the respective deposit rates, offers, other services and the relevant terms and conditions without prior notice. In case of any disputes, the decision of the Bank and Dah Sing Insurance shall be final and conclusive.
2. The offers under these terms and conditions cannot be used in conjunction with other promotional offers of the Bank.
3. For fees, charges, terms and conditions in relation to the Accounts and Services of 328 Business Banking, please refer to the "Master Terms and Conditions", "328 Business e-Banking Service Agreement", "Terms and Conditions for Payroll/Autopay-Out Service", "Dah Sing Business Card Cardholder Agreement", "Bank Service Charges" and "List of Service Charges for Dah Sing Business Card" of the Bank or contact the Bank's staff for details.
4. "328 Customer" refers to any company customer who holds a valid 328 Business Account (including Current Account and Savings Account).
5. The Bank reserves the right to suspend, revise, terminate or withdraw any of the services/offers mentioned herein at any time and to amend these terms and conditions from time to time, without prior notice.
6. In case of any discrepancy between the English and Chinese versions of these terms and conditions, the English version shall prevail.

### Terms and Conditions for 328 Business Account:

7. 328 Business Account consists of a HKD Current Account and a HKD Savings Account, with standalone monthly account statements available for each account.
8. A maximum of 3 ATM cards are available for each 328 Business Account and the linked account should be the same for all the ATM cards applied for. Only the authorised signatories can apply for an ATM Card.

### Terms and Conditions for e-Banking and Mobile Banking:

9. For details of the 328 Business e-Banking services and 328 Business Mobile Banking, please visit the Bank's websites at [www.dahsing.com/328businessbanking/en](http://www.dahsing.com/328businessbanking/en) and [www.dahsing.com/biz/mobilebanking/en](http://www.dahsing.com/biz/mobilebanking/en) or contact the Bank's staff.

### Terms and Conditions for 328 SME Loan and Merchant Receivables Loan:

10. The Bank has the absolute discretion to reject any application or to approve a loan facility of a lesser amount than that applied for and reserves the right to revise the loan amount, interest rate, fees and charges and other terms and conditions from time to time without giving any reasons. The final approved facility amount, interest rate, fees and charges and other terms and conditions are subject to the relevant loan documents being accepted and signed by the customer. The Bank reserves the right of final approval. In case of any disputes, the decision of the Bank shall be final and conclusive.
11. The Bank reserves the right to request the customer to provide further related documents for loan approval.
12. Terms and Conditions for "SME Financing Guarantee Scheme" Guarantee Fee Rebate Offer:
  - a. The promotion period is from 6 April 2020 to 31 December 2020 (both dates inclusive) ("Promotion Period").
  - b. The "SME Financing Guarantee Scheme" Guarantee Fee Rebate Offer ("Guarantee Fee Rebate") is only available to customers who fulfill the following criteria ("Eligible Customer"):
    - i. During the Promotion Period, successfully submit a financing application to HKMC Insurance Limited ("HKMCI") through Dah Sing Bank, Limited (the "Bank") for 90% guarantee coverage under the SME Financing Guarantee Scheme ("SFGS Loan") and draw down the SFGS Loan on or before 28 February 2021; and
    - ii. Use a 328 Business Account for loan disbursement and repayment.
  - c. The SFGS Loan is only applicable to installment loans. The application date and drawdown date shall be based on the Bank's records.
  - d. The guarantee fee shall be based on the amount stipulated in the guarantee letter issued by the HKMCI. The calculation of the guarantee fee is determined by the HKMCI from time to time. For details on the calculation of the guarantee fee and the SME Financing Guarantee Scheme, please visit the website of the HKMCI at [http://www.hkmc.com.hk/eng/our\\_business/sme\\_financing\\_guarantee\\_scheme.html](http://www.hkmc.com.hk/eng/our_business/sme_financing_guarantee_scheme.html).
  - e. The Guarantee Fee Rebate is only applicable to the Eligible Customer who has paid the guarantee fee upfront. The Eligible Customer can enjoy a rebate of 90% of entire guarantee fee paid for the SFGS Loan. The relevant Guarantee Fee Rebate will be credited to the 328 Current Account of each Eligible Customer on or before 31 May 2021. The relevant SFGS Loan account must have good repayment records (i.e. no late payments/arrears) and the relevant 328 Business Account must be valid when the Guarantee Fee Rebate is to be credited, otherwise the customer will not be entitled to the Guarantee Fee

Rebate.

- f. If the SFGS Loan is settled before the guarantee expiry date, the Eligible Customer has to fully pay the early settlement handling fee and accrued interest for the corresponding month, and return the Guarantee Fee Rebate (if applicable) without prior notice from the Bank. For details of the early settlement handling fee, please contact the Bank's staff.
  - g. Each Eligible Customer will be entitled to the Guarantee Fee Rebate once only.
  - h. The Bank reserves the right to suspend, revise, terminate or withdraw any of the offers and interest rates mentioned herein at any time and amend the terms and conditions thereof from time to time, without prior notice. In case of disputes, the decision of the Bank shall be final and conclusive.
13. For a SFGS Loan of HK\$1,200,000 with a loan tenor of 24 months at a monthly flat rate of 0.26%, the Annualised Percentage Rate ("APR") is 6.60%. The APR so calculated comprises 0.5% of the loan amount as a handling fee and 90% rebate of the entire guarantee fee paid for SFGS Loan, and is calculated using the Net Present Value Method pursuant to the Code of Banking Practice. This example is for illustration only and the actual APR applicable to individual customers may vary according to the loan amount, loan tenor, monthly flat rate, handling fee, etc. For details, please contact the Bank's staff.
14. Terms and Conditions for "Special 100% Loan Guarantee" under SME Financing Guarantee Scheme:
- a. The SME Financing Guarantee Scheme – Special 100% Loan Guarantee ("100% SFGS") is provided by HKMC Insurance Limited ("HKMCI").
  - b. The application period will last until 19 April 2021 ("Application Period"). The application date shall be based on the HKMCI's records.
  - c. Eligible customers shall submit the application for 100% SFGS through Dah Sing Bank, Limited (the "Bank") and fulfill the relevant criteria and terms and conditions set out by the HKMCI. For details, please visit the website of the HKMCI at [http://www.hkmc.com.hk/eng/our\\_business/sme\\_financing\\_guarantee\\_scheme.html](http://www.hkmc.com.hk/eng/our_business/sme_financing_guarantee_scheme.html).
  - d. Eligible customers shall also fulfill the Terms and Conditions for 328 SME Loan specified by the Bank. For details, please visit [www.dahsing.com/biz/loan/en](http://www.dahsing.com/biz/loan/en) or contact the Bank's staff.
  - e. The acceptance of an application for 100% SFGS is subject to the underwriting criteria as set out by the HKMCI and other relevant factors. In case of disputes, the decision of the Bank shall be final and conclusive.
15. For details of 328 SME Loan, SME Financing Guarantee Scheme and Merchant Receivables Loan, please contact the Bank's staff.

#### **Other Services Terms and Conditions:**

16. For details of the Merchant Payment Acceptance Services, please contact the Bank's staff.
17. For details of the Easy Payroll Service, please visit the Bank's website at [www.dahsing.com/biz/en](http://www.dahsing.com/biz/en) or contact the Bank's staff.
18. For details of the Dah Sing Business Card, please visit the Bank's website at [www.dahsing.com/biz/card/en](http://www.dahsing.com/biz/card/en) or contact the Bank's staff.
19. The relevant offers of insurance services are provided by Dah Sing Insurance. For the details of the relevant premium discount offer, please contact Dah Sing Insurance. The insurance plans are underwritten by Dah Sing Insurance. The Bank registered as a licensed insurance agency, is the authorised licensed insurance agency of Dah Sing Insurance. Dah Sing Insurance reserves the right of final approval of any enrolment in the insurance plans. The above information is only a summary for easy reference rather than the details of the plan's coverage. Please contact Dah Sing Insurance for detailed plan coverage, eligibility for enrolment and exclusions. Customers can also request a copy of the policy terms and conditions from Dah Sing Insurance for details.

#### **Terms and Conditions for 328 Business Rewards:**

##### **A. General Terms & Conditions for 328 Business Rewards:**

20. 328 Business Rewards, which are only applicable to any 328 Customer with the Premium Status as defined below ("Customer with Premium Status"), refer to the below-mentioned Bonus Savings Interest Rate, Preferential Foreign Exchange Rates and Services Fee Offers, are subject to the relevant terms and conditions.
21. Customer with Premium Status refers to any 328 Customer who fulfills the following criteria in the same full calendar month:
  - i. Maintains a "Daily Average Savings Deposit Balance" (as defined in Clause 12 below) of HK\$100,000 or above (or its equivalent); and
  - ii. Conducts at least one Eligible Transaction (as defined in Clause 13 below).
22. "Daily Average Savings Deposit Balance" refers to the average daily positive balance of all savings accounts and current accounts (held in the same name), excluding fixed deposits, of a 328 Customer maintained with the Bank in a full calendar month. The calculation of the Daily Average Savings Deposit Balance will start on the first day of the calendar month immediately following the calendar month in which the 328 Business Account is opened successfully ("328 Business Banking Relationship Start Date"). For example, if the

account is opened on 17 August 2020, the calculation of the Daily Average Savings Deposit Balance will start on 1 September 2020. If any relevant day falls on a public holiday (including Sunday), the savings deposit balance will be calculated from the preceding business day. The Daily Average Savings Deposit Balance will be calculated by the Bank on the last business day of every calendar month. The 328 Business Banking Relationship Start Date and the calculation of the Daily Average Savings Deposit Balance are subject to the Bank's records.

23. "Eligible Transactions" refer to the following transactions which are successfully executed and posted to the account of a 328 Customer. The Bank reserves the absolute right to decide and revise the definition and calculation thereof.
- i. Any successful inward or outward remittance made through telegraphic transfers or CHATS with the account held in the name of the 328 Customer with the Bank used as the relevant settlement account; or
  - ii. Any successful bill payment transaction made through an autopay instruction set up at any of the Bank's branches or 328 Business e-Banking (only applicable to the "Bill Payment" service under the "Payments" section), including payment of any utility bill (e.g. water bill, electricity bill, etc.), credit card, installment loan or mortgage loan payment made by debiting the account held in the name of the 328 Customer with the Bank; or
  - iii. Any successful foreign currencies buy or sell transaction completed at the account held in the name of the 328 Customer with the Bank and used as the relevant settlement account.
24. The status of a 328 Customer is reviewed by the Bank on the last business day of each calendar month. If a 328 Customer fulfills the criteria stated in Clause 21 above in the current calendar month, it will be upgraded to the Premium Status automatically in the next calendar month and will be entitled to the 328 Business Rewards accordingly. If a 328 Customer who has attained the Premium Status in the current calendar month fails to fulfill the criteria stated in Clause 21 above continuously, the 328 Customer will not be entitled to the 328 Business Rewards in the next calendar month. For the latest relationship status, a 328 Customer can refer to the statement of Current Account of 328 Business Account, 328 Business e-Banking or contact the Bank's staff. For example, if a customer opens the 328 Business Account on 17 August 2020 and fulfills the criteria stated in Clause 21 above in September 2020, the customer will be upgraded to the Premium Status and be entitled to the 328 Business Rewards in October 2020. But if the 328 customer fails to continue to fulfill the relevant criteria in October 2020, then the 328 Customer will not be entitled to the 328 Business Rewards in November 2020.
25. If the Current Account of 328 Business Account is terminated, the relevant Daily Average Savings Deposit Balance and records of Eligible Transactions will be cancelled altogether. The calculation will start afresh if and when the 328 Business Account is re-opened.

#### **B. Terms and Conditions for Bonus Savings Interest Rate:**

26. A Customer with Premium Status can enjoy the Bonus HKD Savings Interest Rate of 0.1% p.a., on top of the basic HKD Savings Rate (p.a.) of the Savings Account of the 328 Business Account ("328 Savings Account"), if the deposit amount in the 328 Savings Account of that day reaches HK\$100,000 or above.
27. The relevant interest rates (p.a.) are for reference only and not guaranteed. The basic HKD Savings Rate (p.a.) is quoted by the Bank from time to time. For details, please visit the Bank's website.
28. Interest is calculated on a compound basis. Deposit interest is calculated on a 365 days a year basis (for both ordinary years and leap years). If any relevant day falls on a public holiday (including Sunday), the interest of such day will be calculated according to the deposit amount in the 328 Savings Account and the relationship status of the 328 Customer on the preceding business day. The relevant savings interest will be calculated and credited to the 328 Savings Account on the second last business day of a month. The savings interest in remaining days of that month will be calculated and credit to the 328 Savings Account on the second last business day of the next month.
29. Customer must maintain such 328 Business Account in a valid status at the time when the bonus savings interest is credited. Otherwise, the customer is assumed to have forfeited the right to enjoy the bonus savings interest.

#### **C. Terms and Conditions for Preferential Foreign Exchange Rates:**

30. For the Preferential Foreign Exchange Rate applicable to any respective foreign exchange transaction completed through 328 Business e-Banking/Mobile Banking, please refer to the foreign exchange rates displayed on 328 Business e-Banking/Mobile Banking when the transaction is confirmed.

#### **D. Terms and Conditions for Service Fee Offers:**

31. To be eligible to enjoy the ATM annual fee waiver, a 328 Customer must be of the Premium Status at the time when the Bank debits the ATM Card annual fee.
32. The 50% waiver of the handling fee for Inward/Outward Remittances is only applicable to a 328 Customer with Premium Status and the basic handling fee for all inward/outward remittances of HKD/USD/RMB made through telegraphic transfers and/or CHATS, but not for other miscellaneous fees (if applicable). 50% of the

handling fee for the eligible inward/outward remittance transaction(s) will be waived instantly upon completion. The 50% waiver of the handling fee for remittances of RMB is only applicable to any eligible customer for the Handling Fee Offer who has an RMB Account. The 50% waiver of the handling fee is calculated on a General Bank Customer basis. For details, please contact the Bank's staff.

33. The 50% waiver for other service fees can be enjoyed instantly upon completion of the respective service at the Bank's branches. The 50% waiver of the handling fee is calculated on a General Bank Customer basis. For details, please contact the Bank's staff.

**Terms and Conditions for 328 Business Account (Express):**

34. Basic Bank Account Services of 328 Business Account (Express) do not include remittances involving cross-border fund movements or telegraphic transfer services through any available banking channels. If more banking services are desired in the future, the customer may be required to provide additional documents / information to the Bank.
35. The Bank has the absolute discretion to reject any 328 Business Account (Express) application and reserves the right to revise the eligibility for 328 Business Account (Express) without giving any reasons. The Bank reserves the right of final approval. In case of any disputes, the decision of the Bank shall be final and conclusive.

**Terms and Conditions for Welcome Offers of 328 Business Banking:**
**General Terms and Conditions for the Offers:**

- I. The promotion period is from 3 August 2020 to 31 December 2020 (both dates inclusive) ("Promotion Period").
- II. The welcome offers, namely Preferential HKD Savings Interest Rate, Full Waiver of the First 3-Month Handling Fee for Remittances, Payroll Reward, Loan Reward, Merchant Payment Acceptance Reward, Dah Sing Business Card Reward and Foreign Exchange 0 Trading Spread Offer ("Welcome Offers"), are subject to the relevant terms and conditions.
- III. Only customers who fulfill all the following criteria ("Eligible Customers") are eligible for the Welcome Offers:
  - i. Successfully open a 328 Business Account (including both Current Account and Savings Account) during the Promotion Period; and
  - ii. Must not have maintained any 328 Business Account within the twelve months prior to opening of the account referred to in Clause III(i) above.
- IV. None of the Welcome Offers can be used in conjunction with any other offer for the relevant services of Dah Sing Bank, Limited (the "Bank").
- V. The Bank reserves the right to suspend, revise, terminate or withdraw any of the offers and interest rates mentioned herein at any time and amend the terms and conditions thereof from time to time, without prior notice. In the case of any disputes, the decision of the Bank shall be final and conclusive.
- VI. The record of the transactions required for each relevant Welcome Offer will be subject to the Bank's posting records unless otherwise specified by the Bank. The transaction date and posting date of an eligible transaction may vary. Any unposted, not duly executed, cancelled or refunded (where applicable) transactions will not be counted. If the relevant remittance transactions are returned, the records of the relevant remittance transactions posted will be offset by the returned transactions accordingly.
- VII. The calculation of each eligible transaction will be based on the transaction amount in Hong Kong dollars or its equivalent (if applicable) unless otherwise specified by the Bank. The currency conversion will be effected at the prevailing rate determined by the Bank on the day of the conversion. There may be a discrepancy in the currency conversion rate between the time of calculation of the transaction concerned and the execution time of such transaction and the Bank shall not be liable for any loss caused by such discrepancy.
- VIII. For service fees in relation to the transactions required by each of the Welcome Offers, please refer to the "Bank Service Charges" or contact the Bank's staff.
- IX. In the case of any discrepancy between the English and Chinese versions of these terms and conditions, the English version shall prevail.

**Terms and Conditions for the Preferential HKD Savings Interest Rate:**

- X. The Preferential HKD Savings Interest Rate is only applicable to the Current Account of 328 Business Account ("328 Current Account") which is opened by an Eligible Customer with the Bank during the Promotion Period. The Offer Period of the Preferential HKD Savings Interest Rates runs from the opening date of the 328 Business Account to 30 June 2021 (both dates inclusive) ("Preferential Savings Interest Rate Period"). To enjoy the Preferential HKD Savings Interest Rate for a particular calendar month during the Offer Period of the Savings Interest Rates, an Eligible Customer must complete at least one type of Eligible Transaction (as defined in Clause XI below) in such month. The relevant interest rates are for reference only and not guaranteed. The Preferential HKD Savings Interest Rate will be offered according to the daily deposit amount in the 328 Current Account during the particular Preferential Savings Interest Rate Period. Details are as follows:

| Deposit Amount in 328 Current Account (HK\$) | Applicable Preferential HKD Savings Interest Rate |
|--|---|
| \$500,000 or above                           | 0.8 %   |
| \$100,000 or above and below \$500,000       | 1.2%  |

Interest is calculated daily on a simple interest basis. HKD Savings interest is calculated on a 365 days a year (for both ordinary years and leap years). If any relevant day falls on a day which is not a Business Day of the Bank (i.e. any public holiday and Sunday), the interest accrued on such day will be calculated according to the deposit amount in the 328 Current Account on the preceding Business Day. Interest will be credited on a monthly basis to the 328 Current Account in the subsequent month. Customer must maintain such 328 Business Account with a valid status at the time when the preferential savings interest is credited. Otherwise, the customer concerned will not be entitled to such preferential savings interest.

- XI. The Eligible Transactions include the following types of transactions completed by an Eligible Customer made through 328 Business e-Banking ("e-Banking") and/or 328 Business Mobile Banking ("Mobile Banking") with the 328 Business Account (held in the same name) used as the settlement account for the relevant transactions:

- i. Any successful outward remittance made through telegraphic transfers or CHATS (only applicable to the "Telegraphic Transfers" and "CHATS" services under the "Payments" section in e-Banking/Mobile Banking); or
- ii. Any outward payment made via the Faster Payment System ("FPS") to a banking account with any other participating local bank or institution; or
- iii. Any successful bill payment transaction(s) (only applicable to the "Bill Payment" service under the "Payments" section in e-Banking/Mobile Banking\*) or completed Dah Sing Business Card Repayment(s), with an accumulated transaction amount of HK\$500 or above in the month concerned; or
- iv. Any successfully completed foreign currency buy or sell transaction(s) (only applicable to the "Intra-group Transfer" and "Third Party Transfer within DSB" services under the "Payments" section in e-Banking/Mobile Banking), with an accumulated transaction amount of HK\$500 or above (or its equivalent) in the month concerned; or
- v. Any successful payroll transaction(s) with the salary(ies) disbursed to employee(s) (only applicable to the "Payroll" service under the "Payment" section in e-Banking), or completed MPF contribution payment, with an accumulated debit amount of HK\$5,000 or above in the month concerned.

The above relevant Eligible Transactions will be counted according to the posting dates which are recorded by the Bank. The Bank will cut off the record of Eligible Transactions on the last Business Day of every calendar month.

- XII. The Preferential HKD Savings Interest Rate under this promotion is not applicable to any 328 Business Account which is entitled to the Preferential Savings Interest Rate of "the LINK Happy Merchant" in the respective month.

**Terms and Conditions for Full Waiver of the First 3-Month Handling Fee for Remittances:**

- XIII. The Full Waiver of the First 3-month Handling Fee for Remittances is only applicable to the basic handling fee for the first 10 remittance transactions designated below in each month, which are made by an Eligible Customer (as defined in Clause III above), and are posted to the such 328 Business Account for the 3 consecutive calendar months starting from the first day of the calendar month following the month of successful opening of the 328 Business Account, but not for other miscellaneous fees (if applicable) ("Designated Remittance Transaction(s)"):

- i. HKD/USD/EUR inward remittance amounting to HK\$500 or above (or its equivalent) for each transaction made through telegraphic transfers or CHATS; or
- ii. HKD/USD/EUR outward remittance amounting to HK\$500 or above (or its equivalent) for each transaction made through telegraphic transfers or CHATS via e-Banking or Mobile Banking; or
- iii. Any HKD outward payment made via FPS to a bank account with any other participating local bank or institution.

Example: Eligible Customer who opens the 328 Business Account on 17 August 2020, is entitled to enjoy the First 3-month Handling Fee Offer for Remittances for the first 10 Designated Remittance Transactions in September, October and November 2020 respectively.

- XIV. Eligible Customer must pay the relevant fees for remittances in full at the time of transaction (including the basic handling fee and other miscellaneous fees). The Bank will calculate the applicable handling fee after applying the full waiver on the basic handling fee of the Designated Remittance Transaction. The Bank will reimburse the relevant basic handling fee into such customer's 328 Current Account by way of cash rebate by 31 May 2021. If the handling fee of the Designated Remittance Transaction has been paid in foreign currency, such cash rebate will be calculated in HKD according to the exchange rate determined by the Bank on the day the Bank calculates the basic handling fee.

- XV. If the Eligible Customer is a customer of 328 Business Banking with the Premium Status ("Premium Customer") (For the definition of Premium Customer, please visit the Bank's website [www.dahsing.com/biz/reward/en](http://www.dahsing.com/biz/reward/en)) and carries out remittance transactions which fulfill the above criteria for Designated Remittance Transactions, such customer can enjoy the full waiver of the handling fee for remittances exclusively for Premium Customer as well as this First 3-month Handling Fee Offer for Remittances for the remaining basic handling fee which has been paid.

- XVI. Other than that being specified in Clause XV above, each Eligible Customer can enjoy the handling fee offer once only for each Designated Remittance Transaction, which cannot be used in conjunction with other handling fee promotion offers (if applicable).

**Terms and Conditions for the Payroll Reward:**

- XVII. The Payroll Reward is only applicable to any Eligible Customer who fulfills the following criteria:
- i. Upon opening the 328 Business Account, successfully executes payroll transactions on or before 28 February 2021 by completing payroll file submission with salary(ies) successfully disbursed to employee(s) via e-Banking (i.e. the "Payroll" service under the "Payment" section in e-Banking) for 2 consecutive calendar months, provided that the accumulated payroll amount must be HK\$5,000 or above in each of such 2 calendar months ("Eligible Payroll Transactions"). Example: If the first payroll

transaction is recorded on 31 August 2020, a HK\$5,000 or above accumulated Eligible Payroll Transaction amount should be posted respectively in August and September.

- ii. The debit account of the Eligible Payroll Transactions must be the account held in the same name of the Eligible Customer with the Bank.

XVIII. The amount of the Payroll Reward will be based on the number of employees indicated in the payroll file(s) successfully submitted in the first calendar month for which Eligible Payroll Transactions are recorded by the Bank:

| Number of Employees | Payroll Reward Amount (HK\$) |
|---------------------|------------------------------|
| 1 – 5               | \$500                        |
| 6 – 20              | \$800                        |
| 21 or above         | \$1,000                      |

XIX. The Bank will credit the Payroll Reward to the relevant 328 Current Account within three months after the posting of the Eligible Payroll Transactions. The Eligible Customer's 328 Business Account must be maintained with a valid status at the time when the Payroll Reward is credited. Otherwise, the customer will not be entitled to such Payroll Reward.

XX. Each Eligible Customer can receive the Payroll Reward once only during the Promotion Period.

#### Terms and Conditions for the Merchant Payment Acceptance Reward:

XXI. The HK\$500 Merchant Payment Acceptance Reward ("Merchant Reward") is only applicable to any customer who fulfills the following criteria ("Eligible Merchant"). If a Business Registration Certificate is used for application in respect of an Eligible Merchant, all entities whose Business Registration Numbers have the same first 8 digits will be regarded as the same entity:

- i. Successfully open a 328 Business Account from 2 January 2020 to 31 December 2020 and must not have maintained any 328 Business Account within the twelve months prior to opening of the account; and
- ii. Successfully applies for the Merchant Payment Acceptance Services (e.g. setting up point-of-sales terminal, but excluding Merchant Installment Payment Plans) during the Promotion Period (subject to the date on which the Merchant Payment Acceptance Services Agreement is duly signed); and must not have signed up for any Merchant Payment Acceptance Service on or before 30 June 2020; and
- iii. Meets the accumulated transaction amount of HK\$80,000 or above for the transaction proceeds processed through the Bank's Merchant Payment Acceptance Services, which must be successfully settled, in the first 3 consecutive full calendar months after signing the Merchant Payment Acceptance Services Agreement. The transactions will be counted according to the settlement dates which are recorded by the Bank. If a merchant's proceeds settlement falls on a non-Business Day, the relevant transactions will be grouped for settlement on the following Business Day.

For example, if the Merchant Payment Acceptance Services Agreement is signed on 31 August 2020, all the transaction proceeds processed from 1 September 2020 to 30 November 2020 (both dates inclusive) will be counted.

XXII. The relevant date of signing of the Merchant Payment Acceptance Services Agreement, the transaction settlement date and the accumulated transaction amount are subject to the Bank's records. In the case of any disputes, the decision of the Bank shall be final and conclusive.

XXIII. Each Eligible Merchant is entitled to enjoy the Cash Reward once only during the Promotion Period.

XXIV. The Bank will credit the Merchant Reward to the Eligible Merchant's 328 Current Account within three months after the Eligible Merchant has fulfilled the relevant criteria. If the Eligible Merchant has more than one 328 Business Account, the Merchant Reward will be credited to the first Current Account of 328 Business Account opened with the Bank.

#### Terms and Conditions for the Loan Reward:

XXV. The Loan Reward is only applicable to any Eligible Customer who fulfills the following criteria:

- i. Successfully applies for a 328 SME Express Money Installment Loan ("SME loan") or a Merchant Receivables Loan ("Merchant Loan") during the Promotion Period; and
- ii. Has the SME Loan or Merchant Loan successfully approved and drawn down from the 328 Business Account (which must also be designated as the repayment account) on or before 31 January 2021; and
- iii. The loan amount of the SME Loan is HK\$400,000 or above, with a tenor of 36 months or above ; or
- iv. The loan amount of the Merchant Loan is HK\$400,000 or above, with a tenor of 12 months or above.

XXVI. The Loan Reward amount will be based on the first successful loan draw down amount. Details are as follows:

| Loan Drawdown Amount (HK\$)              | Loan Reward Amount (HK\$) |
|--|---------------------------|
| \$400,000 or above and below \$700,000   | \$500                     |
| \$700,000 or above and below \$1,000,000 | \$1,000                   |
| \$1,000,000 or above                     | \$1,500                   |

- XXVII. The Bank will credit the Loan Reward to the 328 Current Account of each Eligible Customer on or before 31 March 2021. The relevant 328 SME loan or Merchant Loan must maintain a good repayment record (no late/arrears payment record) and the relevant 328 Business Account must be maintained with a valid status at the time when the Loan Reward is credited. Otherwise, the customer will not be entitled to such Loan Reward.
- XXVIII. Each eligible customer is entitled to the Loan Reward once only during the Promotion Period.

**Terms and Conditions for the Dah Sing Business Card Reward:**

- XXIX. The HK\$300 Dah Sing Business Card Reward ("Cash Rebate") is only applicable to any Eligible Customer who successfully applies for the Dah Sing Business Card during the Promotion Period and did not hold any Dah Sing Business Card issued by the Bank in the 12 months preceding the Promotion Period ("Eligible Cardholder").
- XXX. Each Eligible Cardholder will be entitled to the Cash Rebate upon accumulating an Eligible Spending (as defined in Clause XXXI below) of HK\$4,000 or above within the first 2 months from the card issuance date ("Spending Period").
- XXXI. "Eligible Spending" includes retail purchase, cash advance, autopay, recurring payment amount (e.g. Octopus Automatic Add Value Service, Autotoll Automatic Top-up Services, etc.), Stocks Investment Savings Plan contribution, gift redemption amount (if applicable), cheque payment amount (if applicable); but excludes the following transactions, including but not limited to Mobile Payment Transactions through mobile application(s) that is/are made available by the Bank from time to time (e.g. Apple Pay, Google Pay™, Samsung Pay, etc.), Mobile Transfer and Top Up Transactions (e.g. PayMe, WeChat Pay, TNG, Tap & Go, etc.), "Happy Installment" installment amount, interest-free monthly installment amount (if applicable), Cash-in Plan amount, Branch Cash-in amount, balance transfer amount, bank handling fee (including annual fee, financial charge, late fee and cash advance handling fee, etc.), "Payeasy" bill payment amount, "Jet Payment" payment amount, casino transactions, unposted / cancelled / refunded and all unauthorised transactions. The Bank reserves the right of final decision for determining if the transaction fulfills the Cash Rebate requirement.
- XXXII. The Cash Rebate will be credited to the Credit Card account of each Eligible Cardholder within 2 months after the Spending Period and will be posted on the statement. If the rebate amount is with a decimal place, the total rebate amount will be rounded up to the nearest dollar. The Cash Rebate is only applicable for settling new purchases; it is not transferable, cannot be redeemed for cash, withdrawn as cash advance or redeemed for any gift or any discount.
- XXXIII. The Bank will determine a cardholder's eligibility for entitlement of the Cash Rebate based on such cardholder's transaction records held with the Bank. The relevant credit card must be maintained with a valid status and in good credit standing during the entire Promotion Period, Spending Period and when the Cash Rebate is received; and the relevant transactions must have been posted. Otherwise, the Bank reserves the right to forfeit an Eligible Cardholder's Cash Rebate without prior notice.
- XXXIV. Cardholders are required to keep all relevant original sales slips. In the case of any disputes, the Bank reserves the right to request cardholders to submit the relevant original sales slips and other supporting documents for verification. All sales slips and other supporting documents submitted to the Bank will not be returned. The Bank reserves the final right to determine the eligibility of each transaction.
- XXXV. If a Cardholder who has redeemed the Cash Rebate cancels his/her Dah Sing Business Card within 13 months from the card issuance date, the Bank reserves the right to debit a handling fee of HK\$300 from the relevant Principal Card account without prior notice.
- XXXVI. In case of any fraud/ abuse/ reversal or cancellation of transactions in respect of which the Cash Rebate is awarded, the Bank reserves the right to debit from the relevant Eligible Cardholder's credit card account the equivalent amount of the Cash Rebate without prior notice.
- XXXVII. The Terms and Conditions contained herein shall form part of the Agreement governing the use of the Dah Sing Credit Card and shall be construed accordingly. In the case of any contradiction between these Terms and Conditions and the Agreement, these Terms and Conditions shall prevail.

**Terms and Conditions for Foreign Exchange 0 Trading Spread Offer:**

- XXXVIII. Foreign Exchange 0 Trading Spread Offer is only applicable to the Eligible Customers who fulfills the following criteria of foreign exchange trading:
- Successfully conduct a single foreign exchange transaction with designated foreign currencies reaching HK\$50,000 or above (or its equivalent) via e-Banking or Mobile Banking or at any branches of the Bank during the Promotion Period ("Eligible Foreign Exchange Transaction"). The designated foreign currencies refer to AUD, CAD, EUR, GBP, JPY, NZD, RMB and USD.
  - Must use the 328 Business Account (held in the same name) as the settlement account for the relevant Eligible Foreign Exchange Transaction.
- XXXIX. Each Eligible Customer can enjoy Foreign Exchange 0 Trading Spread Offer for accumulated Eligible Foreign Exchange Transaction amount of up to HK\$200,000 (or its equivalent). If more than one Eligible Foreign Exchange Transaction is executed during the Promotion Period, Foreign Exchange 0



- Trading Spread Offer is only applicable to the first HK\$200,000 exchange amount. The sequence of the transactions will be based on the execution time in the Bank's record.
- XL. The Foreign Exchange 0 Trading Spread Offer is only applicable to the conversion from HK dollar to the designated foreign currencies and the conversion from the designated foreign currencies to HK dollar but is not applicable to the conversion between the designated foreign currencies and note exchange.
- XLI. The trading spread will be calculated based on the sales margin normally charged by the Bank for the Eligible Foreign Exchange Transaction conducted and will be offered to the Eligible Customers in the form of cash rebate ("Transaction Reward"). The trading spread applicable to any transaction may differ from time to time, transaction to transaction and/or customer to customer and also depends on the market situation, the size and/or complexity of the transaction, or other commercial factors.
- XLII. The Bank will credit the Transaction Reward to the relevant 328 Current Account on or before 31 March 2021. The Eligible Customer's 328 Business Account must be maintained with a valid status at the time when the Transaction Reward is credited. Otherwise, the customer will not be entitled to such reward.
- XLIII. Eligible Customers cannot enjoy the Foreign Exchange 0 Trading Spread Offer in conjunction with other foreign exchange offers of the Bank.
- XLIV. Each Eligible Customer can enjoy the Foreign Exchange 0 Trading Spread Offer ONCE only during the Promotion Period.

**Risk Disclosure:****Foreign Currency Trading**

Investment involves risks. Foreign currency investments are subject to exchange rate fluctuation which may provide both opportunities and risks. The fluctuation in the exchange rate of foreign currency may result in losses in the event that the customer converts the foreign currency into Hong Kong dollar or other foreign currencies. Foreign currency rates of exchange may adversely affect the value, price or income of any security or related investment mentioned in this document. This document does not purport to identify all the risks that may be involved in the product or investments referred to in this document. Before making investment decision, investors should read and understand the offering documents of such products, including but not restricted to the risk disclosure statement and health warning.

**Currency Risk Disclosure**

Exchange of renminbi (RMB) to HKD or other currencies is subject to currency exchange rate fluctuation. Customers should bear the risk of RMB exchange rate fluctuations which may cause profit or loss if customer chooses to convert RMB to HKD or other currencies. RMB is currently subject to exchange controls imposed by the PRC government, the exchange rate may be easily affected by change in government policies.

To borrow or not to borrow? Borrow only if you can repay!  
These services/products are not targeted at customers in the EU.