

Declaration and Agreement

1. In consideration of Dah Sing Bank, Limited ("Bank") agreeing to open or continue accounts for me or provide or continue to provide its services or facilities to me/us, I supply the above information and agree to be bound by the Master Terms and Conditions of the Bank including its General Terms and all its applicable Specific Terms (each as amended from time to time) ("Master Terms and Conditions"). I also agree that if I apply to open a YOU-i-Account or VIP i-Account (which comprises different types of accounts and services offered by the Bank) and/or a securities services account and/or a credit card account, the use of each such account or service will be governed by the Master Terms and Conditions. In respect of any product features, reward programs and/or promotional offers of YOU i-Account as may be offered by the Bank from time to time (collectively, "Product Offer"), I understand and agree that my utilization of and entitlement to the Product Offer shall be subject to the terms and conditions thereof (as amended from time to time), which shall be published on the Bank's website and/or made available at the Bank's branches.
2. I confirm that the information provided in this application is true, correct and complete. I further undertake to notify the Bank promptly in writing whenever there are any changes to any of such information.
3. I have read and understand the Master Terms and Conditions and the Notice to Customers relating to Customers' Data and agree to be governed by the Master Terms and Conditions. In particular, I understand and agree:
 - a. The Bank may at any time at its sole discretion vary such Master Terms and Conditions upon giving me notice by any method as specified therein; and
 - b. in connection with accounts to be opened in my name(s) or services to be provided for me in future, I agree that the applicable Specific Terms in the Master Terms and Conditions will apply. By opening any such account(s) or utilizing such services, I confirm my acceptance of such Specific Terms; and
 - c. that each service given to, and each account opened by, me from time to time, whether applied for now or at any time hereafter, will be subject to such Master Terms and Conditions as may be varied from time to time.
4. The Bank is hereby authorized to accept written instructions from such authorized signatories given in the manner specified and using the specimen signature respectively set out in this application concerning the operation of all of my accounts and all other matters as provided for in the Master Terms and Conditions. This authority is to remain in full force and binding upon me until receipt by the Bank of written instructions from me to the contrary.
5. Applicable to YOU i-Account and VIP i-Account Applicant:

I understand and agree that the Bank will consolidate and provide to me balances of all my accounts maintained with the Bank (including but not limited to balances of my deposits, securities, investment, life insurance, loans and card services accounts) in one consolidated statement from time to time. The summary of such account balances will be shown in the "Account Portfolio Summary" section of the consolidated statement (whether in the form of e-Statement or paper statement), the account category of which may, subject to the Bank's introduction, amendment or withdrawal of a particular service, be varied from time to time by the Bank at its discretion without prior notice.
6. The following types of deposit (excluding the fixed deposits with a maturity over 5 years) are deposits qualified for protection by the Deposit Protection Scheme in Hong Kong:
 - a. YOU i-Account
 - b. VIP i-Account
 - c. HKD/ Foreign Currency Fixed Deposit
7. The terms set out in this application and those printed in the cheques book and savings passbook also form part of the Master Terms and Conditions. For the avoidance of doubt, the Bank may amend the aforementioned terms in accordance with the Master Terms and Conditions.

8. I agree to inform the Bank whether (a) I am a relative, spouse or trustee of any director, former director (within past 12 months), controller (as defined below) or employee of any member of the Bank Group (as defined below); or (b) any of the directors or controllers of the Bank or any relative of such directors or controllers is a guarantor of me. I represent and warrant that, in the absence of the aforesaid advice, I am not so related. I undertake to notify the Bank in writing promptly if I become so related in the future. "Controller" refers to any person directly or indirectly holding 10% or more of a company's issued shares; "Bank Group" refers to Dah Sing Banking Group Limited, its subsidiaries, affiliates and other entities (including their subsidiaries, affiliates and special purpose entities) over which Dah Sing Banking Group Limited is able to exert control; and "affiliates" refers to any entity in which a controller of Dah Sing Banking Group Limited (including but not limited to Dah Sing Financial Holdings Limited) (i) has a beneficial interest in, or controls, 50% or more of the total number of ordinary shares; or (ii) is entitled to exercise, or control the exercise of, 50% or more of the voting power.
9. I acknowledge and agree that (a) the information contained in this application is collected and may be kept by the financial institution for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder and any reportable account(s) may be reported by the financial institution to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the account holder may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).
10. I certify that I am/are the account holder of all the account(s) to which this application relates.

11. The following certification is applicable to a U.S. person (i.e. you have ticked "Yes" in the relevant question in the Nationality and Tax Residence Self-Certification Sections) only:

Under penalty of perjury, I certify that:

- i. **I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the U.S. Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and**
- ii. **I am a U.S. citizen or other U.S. person.**

12. For a U.S. person, you are required to provide the certifications contained in paragraph 11 of this Declaration and Agreement. The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholdings.

13. Tax Residence

I declare that the information given and statements made in this application are, to the best of my knowledge and belief, true, correct and complete. I understand that it is an offence under section 80(2E) of the Inland Revenue Ordinance if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. A person who commits the offence is liable on conviction to a fine at level 3 (i.e. \$10,000).

14. Appointment of Chip Card/ Magnetic Strip Card Services Provider

Goldpac Datacard Solutions Company Limited ("Goldpac") which located in the Mainland China is our chip card/ magnetic strip card embossing and credit card personalization services provider. It is always the policy of Dah Sing Bank to fully comply with the data protection principles and relevant provisions of the Personal Data (Privacy) Ordinance (Cap. 486) during the disclosure or transfer of any personal data. Goldpac will also apply stringent controls to safeguard the confidentiality and security of your data during the chip card/ magnetic strip card embossing and personalization process. Your personal data may also be disclosed or provided to any person to whom Dah Sing Bank or Goldpac is under an obligation to make disclosure under any applicable laws or regulations, or under and for the purposes of any guidelines issued by competent regulator(s) or other authorities (including but not limited to government departments, judiciary or tax authority(ies)).