

Terms and Conditions for Monthly Gain Fixed Deposit

To: Dah Sing Bank, Limited,

In consideration of your opening of and/or continuing to maintain the Monthly Gain Fixed Deposit Account for me/us, and the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, I/we hereby agree that:-

1. In these terms and conditions, the following words and expressions shall have the following meanings:-

- (a) **“Account”** means a Monthly Gain Fixed Deposit Account denominated in Hong Kong dollars.
- (b) **“Bank”** means Dah Sing Bank, Limited.
- (c) **“Business Day”** means a day (other than Saturday, Sunday or public holiday in Hong Kong) on which the Bank is open for business and comprises such hours determined by the Bank from time to time for the particular type of transaction or service.
- (d) **“Contract Interest Rate”** means the interest rate(s) quoted on the account confirmation issued by the Bank upon opening an Account.
- (e) **“Customer”** means a customer who maintains an Account with the Bank.
- (f) **“Deposit Term”** means the agreed period for the operation of the Account.
- (g) **“Designated Account”** means a current or savings account of the Customer maintained with the Bank designated by the Customer.
- (h) **“Early Redemption”** means early redemption of the credit balance of an Account by the Customer before the Maturity Date.
- (i) **“Early Redemption Fee”** means the fee charged by the Bank on the Customer for Early Redemption, which shall be the higher of HKD200 or a fee calculated in accordance with the following formula:-

$$\text{HKD base rate (i.e. HKD Prime Rate* or Contract Interest Rate applicable to the month of Early Redemption + 2\% p.a., whichever is higher - Contract Interest Rate applicable to the monthly of Early Redemption)} \times \text{Principal Amount} \times \text{outstanding days of the Deposit Term (commencing from (and inclusive of) the day immediately following Early Redemption)} \div 365 \text{ days}$$

*HKD Prime Rate refers to the Bank’s HKD Prime Rate as determined by the Bank in its sole and absolute discretion from time to time.

- (j) **“HKD”** or **“Hong Kong dollars”** means the lawful currency of Hong Kong.

- (k) **“Hong Kong”** means Hong Kong Special Administrative Region of the People’s Republic of China.
 - (l) **“Maturity Date”** means the maturity date as set out in the account confirmation issued by the Bank upon opening an Account.
 - (m) **“Principal Amount”** means the fixed amount of principal payment to be made by the Customer for the Account.
 - (n) **“Monthly Interest”** means the amount of interest for the Principal Amount calculated at the Contract Interest Rate on a simple basis based on a 365-day year (for both ordinary year and leap year) which will be accrued on a daily basis and paid to the Designated Account on a monthly basis (i.e. on the Monthly Payable Payment Date) during the Deposit Term.
 - (o) **“Monthly Payable Payment Date”** means the day determined by the Bank in its sole and absolute discretion in each month on which the Monthly Payable is payable by the Bank or if such day is a day on which clearing of funds does not take place, the immediately preceding Business Day in the same month available for clearing of funds. For the avoidance of doubt, the last Monthly Payable Payment Date of the Deposit Term must be the Maturity Date, except where the Maturity Date is a day on which clearing of funds does not take place, the last Monthly Payable Payment Date shall be the immediately following Business Day in the same month or in the next month (as applicable) available for clearing of funds.
 - (p) **“Monthly Payable”** means either the amount of the Monthly Interest alone or the Monthly Interest together with the Return Principal, as agreed by the Customer.
 - (q) **“Remaining Balance”** has the meaning given to it in clause 5 of these terms and conditions.
 - (r) **“Return Principal”** means an agreed amount of installment of the Principal Amount to be paid to the Designated Account by the Bank on each of the Monthly Payable Payment Date during the Deposit Term. For the avoidance of doubt, the amount of Return Principal shall not exceed the quotient of the Principal Amount divided by the Deposit Term (expressed in months).
 - (s) **“Secured Overdraft Facility”** has the meaning given to it in clause 7 of these terms and conditions.
 - (t) **“Secured Overdraft Facility Letter”** has the meaning given to it in clause 11 of these terms and conditions.
2. The Customer may open one or more Accounts each with such Contract Interest Rate, Deposit Term, Maturity Date, Principal Amount and Monthly Payable (i.e. Monthly Interest alone or Monthly Interest and Return Principal) as may be agreed between the Bank and the Customer before opening the same.

3. Each Account is opened subject to the payment of the Principal Amount and the Monthly Interest will be paid to the Designated Account on the Monthly Payable Payment Date. Should the Customer choose to receive Monthly Interest and Return Principal (as his option for Monthly Payable), Monthly Interest together with the Return Principal will be paid to his Designated Account on the Monthly Payable Payment Date.
4. Subject to the payment arrangement set out in clause 3 of these terms and conditions, no withdrawal (whether partial or full) may be made from the Account before its Maturity Date except with the prior consent of the Bank and on such terms (including but not limited to payment of administration fee and/or Early Redemption Fee etc.) as may be imposed by the Bank. If the Maturity Date shall fall on a day on which the Bank does not accept or execute uplift instructions (including without limitation for withdrawal and transfer of funds), such uplift instructions shall be effected on the immediately following Business Day available for execution of such instructions.
5. If no instruction is received by the Bank on the withdrawal of the credit balance of an Account on or before its Maturity Date (the “**Remaining Balance**”), the Remaining Balance shall carry interest (which shall accrue on a daily basis) from the Maturity Date at the call deposit rate denominated in Hong Kong dollars quoted by the Bank from time to time up to but excluding the withdrawal date.
6. Monthly Payable is paid/credited to the Designated Account on the Monthly Payable Payment Date on a monthly basis. The first time payment/credit of the Monthly Payable shall be made on the first Monthly Payable Payment Date in the month immediately following the month of the payment of the Principal Amount.
7. Customer shall be entitled to apply for and utilize a secured overdraft facility in an amount of up to 100% of the available credit balance maintained in the Account from time to time (the “**Secured Overdraft Facility**”). For the avoidance of doubt, where Customer chooses to receive Monthly Interest and Return Principal as his option for Monthly Payable, the available limit of the Secured Overdraft Facility shall be reduced proportionally with the available credit balance maintained in the Account.
8. In the event the available credit balance maintained in the Account drops below the value of the outstanding indebtedness under the Secured Overdraft Facility, the Bank shall be entitled (but shall not be obliged) to demand immediate repayment of all amounts outstanding under the Secured Overdraft Facility (together with interest thereon) at any time by giving notice to the Customer.
9. The term of the Secured Overdraft Facility shall not extend beyond the Maturity Date.
10. The granting and approval of the Secured Overdraft Facility are subject to the sole and absolute discretion of the Bank. The Secured Overdraft Facility shall be subject to the Bank’s overriding right of repayment on demand.

11. The Customer shall refer to the facility letter (the “**Secured Overdraft Facility Letter**”) to be issued by the Bank upon the Customer’s successful application for details of the terms and conditions applicable to the Secured Overdraft Facility. In the event of any inconsistency between the provisions of these terms and conditions and the Secured Overdraft Facility Letter, the latter shall prevail to the extent of such inconsistency.
12. The Bank shall be entitled (but shall not be obliged) to terminate the Account and/or claw back/ recover all Monthly Interests already paid/credited to the Designated Account in the event of breach of any provision of these terms and conditions and/or the Secured Overdraft Facility Letter by the Customer and/or Early Redemption. For the avoidance of doubt and without prejudice to the Bank’s customary right to set-off, combine, consolidate and/or initiate transfers and apply any monies (in whatever currency) standing to the credit of any of the Customer’s accounts with the Bank in or towards satisfaction of moneys due to the Bank, the Bank may at its sole discretion recover such Monthly Interests already paid/credited under this clause by first deducting such sums from the available credit balance maintained in the Account.
13. The Bank may at any time delete, replace, add or change any term of these terms and conditions by giving prior notice to the Customer.
14. The Customer shall not assign or transfer any of his/her rights or obligations under the Account and these terms and conditions except with the prior written consent of the Bank.
15. In the event of any provision of these terms and conditions being held invalid, unenforceable or illegal for any reason, such invalidity, unenforceability or illegality shall not affect the remaining provisions of these terms and conditions which shall remain in full force and effect.
16. A person who is not a party to these terms and conditions has no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623). Nothing in these terms and conditions, whether expressed or implied, is intended to, or will, confer on any person any benefit or any right to enforce any term which such person would not have but for the aforementioned Ordinance.
17. These terms and conditions will be governed by and construed in accordance with the laws of Hong Kong. The Customer hereby irrevocably submits to the non-exclusive jurisdiction of the courts of the Hong Kong.