

## Promotional offer for HSBC marginal deposit backed Documentary Credit and Guarantee

### Promotional Terms and Conditions

1. This offer (the “**Offer**”) under the [“2024 marginal deposit backed Documentary Credit and Guarantee promotion”] is applicable to an “**Eligible User**” who:
  - a. is a business or corporate customer of The Hongkong and Shanghai Banking Corporation Limited, Hong Kong (the “**HSBC**”);
  - b. has not entered into a loan or credit facility with HSBC prior to 11 March 2024 ; and
  - c. did not request for or enter into any Documentary Credit or Guarantee transaction with HSBC in the calendar year of 2023.
2. This Offer shall be valid from 11 March 2024 to 31 December 2024 (“**Promotional Period**”).
3. Under the Offer:
  - a. “**Eligible Transaction**” refers to the trade transactions and/or services set out below:
    - Documentary Credit; and
    - Guarantee,in each case covered, supported or backed by Cash Collateral. Each of the terms “Documentary Credit”, “Guarantee” and “Cash Collateral” have the meaning to it in HSBC’s Standard Trade Terms (as amended from time to time) which can be accessed, read and printed at/from [www.gbm.hsbc.com/-/media/media/gbm-global/gbm-refresh/gbm-solution/attachments/standard-trade-terms/standard-trade-terms-hong-kong.pdf](http://www.gbm.hsbc.com/-/media/media/gbm-global/gbm-refresh/gbm-solution/attachments/standard-trade-terms/standard-trade-terms-hong-kong.pdf) .
  - b. “**Eligible Fees and Charges**” refers to the following fees, charges and/or commission applicable to an Eligible Transaction and each as calculated in accordance with the latest HSBC Commercial Tariffs at [www.business.hsbc.com.hk/-/media/media/hong-kong/pdfs/regulations/complete-tariffs-feb-2024-en.pdf](http://www.business.hsbc.com.hk/-/media/media/hong-kong/pdfs/regulations/complete-tariffs-feb-2024-en.pdf) :
    - (i) If an Eligible Transaction is a Documentary Credit, the DC opening commission set out in Section G1 of the HSBC Commercial Tariffs.
    - (ii) If an Eligible Transaction is a Guarantee transaction, the commission charge set out in Section F of the HSBC Commercial Tariffs.
  - c. Each Eligible User who fulfils the following during the Promotional period may be entitled to a refund of the Eligible Fees applicable to the Eligible Transaction, provided:
    - (i) the aggregate transaction amount of all Eligible Transactions applicable to an Eligible User within the Promotional Period must not exceed USD 2 million;
    - (ii) if an Eligible Transaction is a Documentary Credit, the tenor of such Documentary Credit should exceed 30 days;
    - (iii) if an Eligible Transaction is a Guarantee, the tenor of such Guarantor shall be at least one year. For the purpose of this Offer, an Eligible Transaction excludes any Guarantee that may be automatically extended or renewed,

does not have an expiry date, or may otherwise be renewed or extended by a party other than HSBC; and

- (iv) if an Eligible Transaction is the issuance of a Documentary Credit or Guarantee, such Documentary Credit or Guarantee must be issued in HSBC's standard form for such instrument.

If an Eligible User has any queries about the refund arrangement set out above, please contact us at our customer service hotlines (852) 2748 8288 during our service hours.

- d. HSBC will refund the Eligible Fees and Charges applicable to an Eligible Transaction to the HKD saving or current account of the Eligible User within one month of the last day of each calendar month within the Promotional Period. If the Eligible User had paid for the Eligible Fees and Charges to HSBC in a foreign currency, such refund amount will be calculated based on the exchange rate applicable to the day on which HSBC initiates the refund calculation process. Any exchange rate fluctuation between the date of the Eligible Transaction and the date of such refund will not be considered.
4. Each Eligible User must successfully register for the Offer by completing a registration form and submitting any relevant information via [www.business.hsbc.com.hk/en-gb/campaigns/trade-offers-2024](http://www.business.hsbc.com.hk/en-gb/campaigns/trade-offers-2024) during the Promotion Period. HSBC will confirm successful enrolment in the Offer by email to the Eligible User within three working days of submission of the registration form.
  5. HSBC is not liable to any customer or Eligible User who fails to submit the information required for its registration of the Offer including but not limited to as a result of any technical problems or any other reason that may lead unsuccessful connection to the registration form for the Offer. The date appearing in HSBC's record will be final and conclusive as to the date on which a customer had submitted its registration for the Offer.
  6. The Eligible User shall be the person or entity the company or legal entity who is the holder of the banking account maintained with HSBC for trade finance services, facilities, transactions and/or who has a trade borrowing relationship with the Bank. Any person, entity (including any holding company, subsidiary or related company of the Eligible User) other than the Eligible User shall be excluded from the Offer.
  7. If, for whatever reason, an Eligible User is unable to fulfil an Eligible Transaction within the Promotional Period, that customer will not be considered an Eligible User for the purposes of the Offer, and the Offer will not be fulfilled.
  8. If an Eligible User cancels the Eligible Transaction before the fulfilment of the Offer, HSBC reserves the right to suspend and/or terminate granting any offer under this Promotion
  9. The dates and amounts appearing in the HSBC record will be conclusive as to (a) the amount of balances/number of any transaction carried out and (b) the date on which an account, product, service or transaction was opened, provided, issued, executed or terminated. HSBC has the sole discretion to determine the date on which a customer is granted the Account and such information will be available to Eligible User upon enquiry.

10. This Offer and any other promotional offers provided by Global Trade Solutions, HSBC are not mutually exclusive.
11. HSBC reserves the right to offer an alternative Offer, or to revise these terms and conditions and/or postpone, suspend or terminate any Offer or this promotion at any time without prior notice. HSBC accepts no liability for any such change, postponement, suspension or termination, and has the final decision on all matters and disputes arising out of the Offer or this promotion.
12. Any refund of Eligible Fees and Charges under this Offer cannot be converted into cash or withdrawn as a cash advance and is not transferrable. The Offer is non-transferable, non-negotiable and non-refundable. You cannot exchange the Offer for cash, other products, services or discounts or transfer or sell the Offer.
13. The Offer is provided subject to prevailing regulatory requirements.
14. In case of disputes arising out of the Offer or this promotion, the decision of HSBC shall be final and conclusive.
15. HSBC reserves the right to suspend and/or terminate granting any offer under this promotion, and/or vary these terms and conditions at any time without prior notice. HSBC accepts no liability for any such change or suspension/termination.
16. No person other than HSBC and the Eligible User will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of these promotional terms and conditions.
17. In the event of any discrepancy or inconsistency between the English version and the Chinese version of these terms and conditions, the English version shall apply and prevail.
18. These terms and conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region ("**Hong Kong**"). Each of HSBC and the Eligible User submits to the non-exclusive jurisdiction of the courts of Hong Kong but these terms and conditions may be enforced in the courts of any competent jurisdiction.
19. Should you prefer not to receive marketing information or calls from The Hongkong and Shanghai Banking Corporation Limited, please inform us by calling our Customer Service Hotline on 2748 8288 or sending us a request by email to [unsubscribe@hsbc.com.hk](mailto:unsubscribe@hsbc.com.hk) or mailing your request to "The Hongkong and Shanghai Banking Corporation Limited, PO BOX 72677, Kowloon Central Post Office, Kowloon, Hong Kong" or visiting any one of our branches. Please specify the type of marketing information that you would like to stop receiving (direct mail by post, email, SMS or telephone calls) when making such request. We will arrange to have your company excluded from our marketing list without charge. Please do not provide your account or credit card number or disclose any confidential information in your email.