

Promotional offer for newly onboarded trade customers

Promotional Terms and Conditions

1. This offer (the **“Offer”**) under the [“2024 newly onboarded trade customers 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) does not have a Relationship Manager with HSBC;
 - (c) has not entered into a loan or credit facility with HSBC prior to 11 March 2024 ; and
 - (d) has either applied for and has been successfully granted a trade account number (the **“Account”**) or reactivated the Account (the **“Reactivated Account”**) by Global Trade and Receivables Finance, HSBC and maintains the Account between 11 March 2024 and 30 June 2024 (**“Promotional Period”**).
2. Unless otherwise defined in these Terms and Conditions, terms defined in, or construed for the purposes of, HSBC’s Standard Trade Terms (as amended from time to time and 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) have the same meanings when used in these terms and conditions.
3. Under the Offer:
 - (a) each Eligible User who registers for the Offer on the www.business.hsbc.com.hk/en-gb/campaigns/trade-offers-2024 within the Promotion Period may enjoy a refund of the Eligible Fees and Charges (as defined below) that may apply to an Eligible Transaction (as defined below).

“Eligible Transaction” refers to the trade transactions and/or services set out below.

- Guarantee advising
- Guarantee amendment
- Documentary Credit amendment
- Import and export presentation

“Eligible Fees and Charges” refers to the following fees, charges and/or commission applicable to an Eligible Transaction and each as set out in Section F (Guarantees) and Section G (Import/ Export) and calculated in accordance with the latest HSBC Commercial Tariffs: www.business.hsbc.com.hk/-/media/media/hong-kong/pdfs/regulations/complete-tariffs-feb-2024-en.pdf

- Advising guarantee
- Guarantee amendment request without increase in amount, or extension of validity period
- Documentary Credit amendment without increase in amount, or extension of validity period

- Import bills – collection bill commission
- Import bills – deferred payment/ acceptance commission
- Import HKD bill commission/ Commission in lieu of exchange
- Export DC advising
- DC/ non-DC bill collection bills commission
- DC bills sent to local banks on with recourse basis
- DC bills sent to local banks on without recourse basis
- Export HKD bill commission/ Commission in lieu of exchange

“**Reactivated Account**” refers to a business or corporate customer of HSBC who did not request for or enter into trade transactions with HSBC in the calendar year of 2023 and before 11 March 2024.

- (b) 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 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. Regardless of the date on which an Eligible User is successfully enrolled in the Offer, each Eligible User is entitled to enjoy the Offer within three calendar months from the date on which it is granted the Account by HSBC.

Example 1:

Account Opening Date	Promotional offer enrolment confirmation date	The Offer period will end on
20 March 2024	25 March 2024	30 June 2024
20 April 2024	20 June 2024	31 July 2024

Example 2 (for Reactivated Account):

Offer enrolment date	Promotional offer enrolment confirmation date	The Offer period will end on
14 March 2024	15 March 2024	30 June 2024
20 June 2024	20 June 2024	30 September 2024

- (c) HSBC will refund the Eligible Fees and Charges to the HKD saving or current account of the Eligible User within one month of the last day of the Offer period applicable to that Eligible User. 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.

Examples:

The Offer period ends on	Refund to be credited
30 May 2024	On or before 31 June 2024
31 July 2024	On or before 31 August 2024

If an Eligible User has any queries about the date on which it was granted the Account or any queries about the refund arrangement set out above, please contact us at our customer service hotlines (852) **2748 8288** during our service hours.

4. 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.
5. 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.
6. 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.
7. 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
8. 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.
9. This Offer and any other promotional offers provided by Global Trade and Receivables Finance, HSBC are not mutually exclusive.
10. 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.
11. 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.

12. The Offer is provided subject to prevailing regulatory requirements.
13. In case of disputes arising out of the Offer or this promotion, the decision of HSBC shall be final and conclusive.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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 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.