The Bank of East Asia, Limited 東亞銀行有限公司 (the "Bank")

Callable Interest Rate Index Linked Deposit Type: Fixed Rate (the "Index Linked Deposit") 30 October 2022

# **Important Facts Statement**

# This is a structured investment product which is NOT protected by the Deposit Protection Scheme in Hong Kong.

The contents of this statement have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution before investing in this product. This statement is a part of the offering documents for this product. You should not invest in this product based on this statement alone. If you are in any doubt, you should obtain independent professional advice.

If English is not your preferred language, you may request for the Chinese version of this statement from our marketing officer. 倘若英文並非閣下屬意的語言,閣下可向本行的市場推廣人員索取本概要的中文版本。

#### **Quick facts**

Bank: The Bank of East Asia, Limited (東亞銀行有限公司)

Product type: Interest rate-linked deposit

Minimum Deposit Amount: HKD100,000.00 (or its equivalent in the Deposit

Currency)

Deposit Tenor: 1 year to 10 years or such other tailor made tenor

Available Deposit Currency: HKD, USD, EUR, GBP, JPY, AUD, NZD, CAD, CHF

or such other currency (such as CNY) as agreed by

the Bank

Coupon Rate: A fixed coupon rate for each Coupon Period during

the Deposit Tenor

Principal protection at maturity: Yes

Callable by the Bank: Yes. The Bank has an absolute right to call and

terminate an Index Linked Deposit on any Coupon Payment Date (excluding the last Coupon Payment

Date)

Early termination right by the customer: Yes. The customer may early redeem the Index

Linked Deposit on a day falling on the third Hong Kong Business Day of each month of March, June, September or December in each calendar year starting from one year after the Settlement Date in Hong Kong (see "Can you request for early

termination before maturity?" below)

Embedded derivatives: Yes. By investing in the Index Linked Deposit, the

customer is selling a bermuda call option to the Bank

Maximum potential gain: The Coupon Amount

Maximum potential loss: Not applicable (see "Risks of early termination by the

Bank" below)

## What is this product and how does it work?

The Index Linked Deposit is an interest rate-linked instrument embedded with derivatives, under which your return is linked to the fixed coupon rate of the Index Linked Deposit.

It provides 100% principal protection at maturity or upon the Bank's exercise of its Callable Right during the Deposit Tenor. The interest rate for each Coupon Period will be predetermined on the Trade Date and such interest rate is fixed during the Deposit Tenor.

On each Coupon Payment Date, you will receive the Coupon Amount:

- until the Maturity Date of the Index Linked Deposit; or
- until such Coupon Payment Date on which the Bank has exercised its Callable Right to early terminate the Index Linked Deposit; or
- until you have exercised the Early Redemption Right.

If the Bank has not exercised its Callable Right during the Deposit Tenor of the Index Linked Deposit and subject to no occurrence of any early termination event, the Index Linked Deposit will mature on the scheduled Maturity Date and you will receive 100% of the Deposit Amount plus the Coupon Amount for the last Coupon Period in the Deposit Currency.

However, if the Bank has exercised its Callable Right prior to a Coupon Payment Date and subject to no occurrence of any early termination event, the Index Linked Deposit will be terminated and matured automatically on that Coupon Payment Date. You will receive 100% of the Deposit Amount in the Deposit Currency together with the Coupon Amount for that Coupon Period on that Coupon Payment Date. No further Coupon Amount for any subsequent Coupon Period will be paid thereafter.

# What are the key risks?

- Not a time deposit The Index Linked Deposit is NOT equivalent to, nor should it be treated as a
  substitute for, time deposit. It is NOT a protected deposit and is NOT protected by the Deposit
  Protection Scheme in Hong Kong.
- Derivatives risk The Index Linked Deposit is an unlisted structured investment product embedded with derivatives, which involves risks. Although you are entitled to receive a premium under the Index Linked Deposit (in the form of the Coupon Amount) on each Coupon Payment Date and at maturity, you may sustain a loss well in excess of such premium and suffer a substantial loss under the Index Linked Deposit if you choose to early redeem the Index Linked Deposit.
- Limited potential gain The maximum potential gain is limited to the predetermined Coupon Amount
- Principal protection upon the Bank's exercise of the Callable Right or at maturity only The principal protection feature applies only if you hold the Index Linked Deposit to maturity or if the Bank exercises its Callable Right during the Deposit Tenor, subject to no occurrence of any event of default or other early termination event (such as the insolvency of the Bank or you exercise the Early Redemption Right) during the term of the Index Linked Deposit. If the Index Linked Deposit is early terminated other than upon the Bank's exercise of the Callable right, you may receive an amount which is substantially less than your original Deposit Amount, or in the worst case, you may lose your entire Deposit Amount.
- Secondary market risk Our Index Linked Deposit is not transferable and is designed to be held to maturity. The Bank will provide a secondary market for the Index Linked Deposit under which, you may request for early termination of your Index Linked Deposit. You will receive an early redemption amount, as determined by the Bank in its sole and absolute discretion, equals to the Deposit Amount less all costs, losses and expenses incurred by the Bank in discharging any related hedging or other underlying arrangement or otherwise. The early redemption amount may be substantially less than your Deposit Amount. If you early terminate your Index Linked Deposit, you may receive an amount which is substantially less than your Deposit Amount.
- Credit risk of the Bank The Index Linked Deposit is not secured by any collateral. When you
  invest in this product, you will be relying on the Bank's creditworthiness. If the Bank becomes
  insolvent or defaults on its obligations under the Index Linked Deposit, you can only claim as an
  unsecured creditor of the Bank regardless of the terms of your Index Linked Deposit. In the worst
  case, you could suffer a total loss of your Deposit Amount.
- Re-investment risk Our Index Linked Deposit may be early terminated if the Bank has
  exercised its Callable Right on any Coupon Payment Date (excluding the last Coupon Payment
  Date). You will not receive any Coupon Amount following such termination. Therefore, you may
  not be able to enjoy the same rate of return if you re-invest in other investments with similar risk
  parameters.
- **Currency risk** If the Deposit Currency is not your home currency, you will be exposed to the exchange rate risk when you convert it back to your home currency. You may make a gain or loss due to the exchange rate fluctuations.
- Risks of early termination by the Bank In addition to the Callable Right that the Bank has its absolute right to exercise on the Index Linked Deposit during the Deposit Tenor, the Bank has the right (but not the obligation) to terminate the Index Linked Deposit upon occurrence of certain events (such as the occurrence of an event of default in respect of you). Upon early termination following such event, you will receive an amount determined by the Bank taking into account, without limitation, the prevailing market conditions and our unwinding costs, which may be substantially less than your original investment and, in the worst case, you will lose your entire Deposit Amount. See "Can the Bank adjust the terms or early terminate this product?" below.
- Adjustment risk Upon the occurrence of certain events, the Bank may in its sole and absolute
  discretion (acting in good faith and in a commercially reasonable manner) adjust the terms of the
  Index Linked Deposit to account for the effect of such event (including payment postponement or

substituting the original deliverable currency by another currency selected by us). The adjustment as determined by the Bank may have negative impact on your investment under the Index Linked Deposit.

• Risk relating to RMB –If the Deposit Currency is CNY, you should note that the value of RMB against other foreign currencies fluctuates and will be affected by, amongst other things, the PRC government's control (for example, the PRC government regulates conversion between RMB and foreign currencies both in Hong Kong and the PRC), which may adversely affect your return under our Index Linked Deposit when you convert the Index Linked Deposit into your home currency. You should also note that RMB is currently not freely convertible. There is currently a limited pool of RMB outside the PRC and any tightening of foreign exchange control by the PRC government may adversely affect the liquidity of offshore RMB.

# What are the key features?

**Deposit Tenor:** It commences from the Settlement Date to but excluding the Maturity Date. The Deposit Tenor commonly ranges from 1-year to 10-year. You may request for a tailor-made tenor to suit your investment strategy.

**Coupon Amount:** The Coupon Amount for a Coupon Payment Date is a cash amount calculated as follows: Deposit Amount x Coupon Rate x Number of calendar days in the relevant Coupon Period / Date Count Basis.

**Coupon Rate:** The Coupon Rate for each Coupon Period will be predetermined on the Trade Date and such interest rate is fixed during the Deposit Tenor.

**Callable Right by the Bank:** The Bank's absolute right to call and terminate an Index Linked Deposit on any Coupon Payment Date (excluding the last Coupon Payment Date) by giving a prior notice to you. Such notice is deemed received upon being posted by the Bank and failure to serve or to receive the above notice shall not prejudice the Bank's Callable Right.

**Early Redemption Right by the customer:** The exercise of the right by you to early terminate the Index Linked Deposit on the third Hong Kong Business Day of each month of March, June, September or December in each calendar year in Hong Kong starting from one year after the Settlement Date of an Index Linked Deposit.

**Settlement at maturity:** The settlement under the Index Linked Deposit at maturity will be the Deposit Amount plus the Coupon Amount for the relevant Coupon Period in the Deposit Currency. Subject to the Bank exercises its Callable Right on any Coupon Payment Date or you exercise the Early Redemption Right, the Index Linked Deposit will be early terminated and no Coupon Amount is payable thereafter.

# Scenario analysis

The following hypothetical examples are for illustrative purposes only. They do not reflect a complete analysis of all possible gain or loss scenarios and must not be relied on as an indication of the actual performance of the Coupon Rate or the Index Linked Deposit.

Each hypothetical example below is based on the following terms:

Deposit Currency HKD

Deposit Amount HKD100,000.00
Trade Date 26th June XX11
Settlement Date 28th June XX11
Maturity Date 28th June XX13

Deposit Tenor 2 years

Coupon Rate 1.50% per annum

Coupon Payment Frequency Quarterly

Callable Right

The Bank has an absolute right to early terminate the

Index Linked Deposit on each Coupon Payment Date. If the Bank decides to exercise the Callable Right, the Index Linked Deposit will be terminated and matured automatically on such Coupon Payment Date.

Scenario I: (Gain scenario without exercise of the Callable Right) The Bank has NOT exercised its Callable Right during the Deposit Tenor of the Index Linked Deposit. The Index Linked Deposit will mature on the scheduled Maturity Date.

Coupon Payment Date	Whether the Bank exercises the Callable Right	Coupon Amount	Deposit Amount
1 <sup>st</sup>	NO	HKD100,000 x 1.50% x 92 days / 365 = HKD378.08	N.A.
2 <sup>nd</sup>	NO	HKD100,000 x 1.50% x 91 days / 365 = HKD373.97	N.A.
3 <sup>rd</sup>	NO	HKD100,000 x 1.50% x 91 days / 365 = HKD373.97	N.A.
4 <sup>th</sup>	NO	HKD100,000 x 1.50% x 91 days / 365 = HKD373.97	N.A.
5 <sup>th</sup>	NO	HKD100,000 x 1.50% x 92 days / 365 = HKD378.08	N.A.
6 <sup>th</sup>	NO	HKD100,000 x 1.50% x 91 days / 365 = HKD373.97	N.A.
7 <sup>th</sup>	NO	HKD100,000 x 1.50% x 91 days / 365 = HKD373.97	N.A.
8 <sup>th</sup>	NO	HKD100,000 x 1.50% x 91 days / 365 = HKD373.97	HKD100,000

You will receive the cash amount in Deposit Currency as follows:

- (i) the Coupon Amount for the Coupon Periods from 1st to 8th on each corresponding scheduled Coupon Payment Date;
- (i) the Deposit Amount (i.e. HKD100,000) on the scheduled Maturity Date.

In this scenario, you have an actual gain of HKD2,999.98 (being 3.00% of the Deposit Amount).

Scenario II: (Gain scenario with exercise of the Callable Right) The Bank has exercised its Callable Right on the 1<sup>st</sup> Coupon Payment Date. The Index Linked Deposit will be terminated and matured automatically on such Coupon Payment Date.

Coupon Payment Date	Whether the Bank exercises the Callable Right	Coupon Amount	Deposit Amount
1 <sup>st</sup>	YES	HKD100,000 x 1.50% x 92 days / 365 = HKD378.08	HKD100,000
2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup> 6 <sup>th</sup> 7 <sup>th</sup> 8 <sup>th</sup>	Since the Bank has exercised its Callable Right, the Index Linked Deposit has been early terminated on the 1st Coupon Payment Date. No coupon amount is payable thereafter.		

You will receive the cash amount in Deposit Currency as follows:

- (i) the Coupon Amount for the 1<sup>st</sup> Coupon Period on corresponding scheduled Coupon Payment Date;
- (i) the Deposit Amount (i.e. HKD100,000) on the 1st Coupon Payment Date.

In this scenario, you have an actual gain of HKD378.08 (being 0.38% of the Deposit Amount). (However, you may face re-investment risk.)

Scenario III: (Worst case or Default scenario) If the Bank becomes insolvent or defaults on its obligations.

Assuming that the Bank becomes insolvent during the Deposit Tenor or defaults on its obligations under the Index Linked Deposit, you can only claim as its unsecured creditor of the Bank regardless of the terms of the Index Linked Deposit. In the worst case scenario, you may get nothing back and suffer a loss of 100% of your Deposit Amount.

# How can you buy this product?

You can purchase this product by visiting any of our branches or by visiting our Cyberbanking at www.hkbea.com.

# Fees and charges

There is no subscription fee or charge for placing a Index Linked Deposit with the Bank. All related charges incurred by the Bank (including our hedging cost) will be factored into the calculation of the Coupon Amount.

## Can you request for early termination before maturity?

Yes. You may early terminate the Index Linked Deposit (in whole but not in part) as follows:

- on a Dealing Day (being a day falling on the third Business Day of each month of March, June, September or December starting from one year after the Settlement Date); and
- by sending a prior written notice to the Bank ("Redemption Request on Linked Deposit")
  designating the Dealing Day. Such Redemption Request on Linked Deposit, must be received
  by the Bank at least one Business Day before the designated Dealing Day; and
- upon receipt of an effective Redemption Request on Linked Deposit, the Bank, in its sole and absolute discretion (acting in good faith and commercially reasonable manner), will determine an early redemption amount. The early redemption amount will be determined by the Bank, in its sole and absolute discretion (acting in good faith and in a commercially reasonable manner), by reference to, without limitation, the prevailing market interest rate movements, the remaining Deposit Tenor, the remaining Coupon Period, any accrued Coupon Amount and any transaction costs (including the unwind cost of hedging); and
- upon you have exercised the Early Redemption Right, the Bank has no further obligations to make any further payment of Coupon Amount after such Dealing Day.

The Business Day for the purposes of (i) designating a Dealing Day and (ii) receiving a Redemption Request on Linked Deposit is a day on which the commercial banks are open for general business in Hong Kong.

# **Pre-Investment Cooling-off Period for retail customers**

Pre-Investment Cooling-off Period (**PICOP**) is applicable to each particular dealing of this product if you are one of the following retail customer types:

- (1) An elderly customer aged 65 or above who is a first time buyer of interest rate-linked structured investment products, unless your asset concentration is below 20% AND you opt out from the PICOP arrangement; or
- (2) A non-elderly customer who is a first time buyer of interest rate-linked structured investment products AND your asset concentration is 20% or above.

# Can the Bank adjust the terms or early terminate this product?

#### **→** Adjustments of the terms by the Bank

Upon the occurrence of certain events, including but without limitation, revaluation of an underlying currency, substitution of an underlying currency by another currency, the imposition of foreign exchange control affecting the Deposit Currency, the Bank may in its sole and absolute discretion (acting in good faith and in a commercially reasonable manner) adjust the terms of the Index Linked Deposit to account for the effect of such event (including payment postponement or substituting the original deliverable currency by another currency selected by the Bank). The adjustment as determined by the Bank may have negative impact on your investment under the Index Linked Deposit.

#### + Early termination by the Bank

If the Bank determines (in its sole and absolute discretion acting in good faith and in a commercially reasonable manner) that (i) there is an imposition of foreign exchange control which restricts the convertibility or transferability of the Deposit Currency, or (ii) an Event of Default in respect of you has occurred, the Bank may determine to early terminate your Index Linked Deposit.

Upon such early termination of your Index Linked Deposit, you may receive an amount determined by the Bank (in its sole and absolute discretion) taking into account, without limitation, the prevailing market conditions and the unwinding costs, which may be substantially less than your Deposit Amount.

Please refer to the terms and conditions of the all-in-one account\* as amended, supplemented or replaced from time to time for further details of the adjustment and early termination conditions applicable to the Index Linked Deposit.

\* An all-in-one account means Supreme Account, BEA GOAL, i-Account, SupremeGold Account, Private Banking Account, CorporatePlus Account or other all-in-one account with Currency/Indices/Equity/Asset Linked Deposit Services (as the case may be) and the linked deposit is held in the Linked Deposit Account of such all-in-one account.

#### **→** Callable Right by the Bank

The Bank may, in its absolute discretion, determine to exercise its Callable Right to early terminate the Index Linked Deposit on any Coupon Payment Date (excluding the last Coupon Payment Date) by giving a prior notice to you.

Such notice is deemed delivered effectively by the Bank upon posting by the Bank and any failure of actual receipt of such notice shall not prejudice the Bank's Callable Right.

If the Bank has exercised its Callable Right prior to a Coupon Payment Date, the Index Linked Deposit will be terminated and matured automatically on that Coupon Payment Date in respect of which the Bank has exercised its Callable Right and you will receive 100% of the Deposit Amount in the Deposit Currency together with the Coupon Amount for that Coupon Period on that Coupon Payment Date.

No further Coupon Amount for any subsequent Coupon Period will be paid thereafter.

# Offering documents for this product

The following documents for this product ("Offering Documents") contain detailed information about the Bank and the terms of this product. You should read and understand all of the Offering Documents before deciding whether to invest in this product:

- the Principal Brochure for Callable Interest Rate Index Linked Deposit dated 30 October 2022;
- this Important Facts Statement; and
- the relevant Application Form.

#### **Additional information**

#### **Information of the Bank**

The Bank is listed on the Stock Exchange of Hong Kong Limited and is regulated by the Hong Kong Monetary Authority. You may access the Bank's latest annual report and any interim results by visiting www.hkbea.com.

#### **Ongoing Disclosure**

We will also give notice to you of any information about the Bank which is necessary to avoid the establishment of a false market in the Index Linked Deposit, or which may significantly affect our ability to perform our obligations under the Index Linked Deposit.



#### Principal Brochure dated 30 October 2022

#### The Bank of East Asia, Limited

東亞銀行有限公司

(a licensed bank regulated by the Hong Kong Monetary Authority)

(the "Bank")

# Callable Interest Rate Index Linked Deposit ("Index Linked Deposit") Principal Brochure

The contents of this Principal Brochure have not been reviewed by the Securities and Futures Commission or any other regulatory authority in Hong Kong. You are advised to exercise caution before investing in our Index Linked Deposit. If you are in any doubt, you should obtain independent professional advice.

If English is not your preferred language, you may request for copies of this Principal Brochure written in Chinese from our marketing officer. 倘若英文並非閣下屬意的語言,閣下可向本行的市場推廣人員索取本指南的中文語言版本。

#### What are the key risks?

- Not a time deposit. This is an interest rate linked instrument embedded with derivatives. This is not the same nor should it be treated as a substitute for a conventional time deposit.
- Not a protected deposit. This is not a protected deposit and is not protected by the Deposit Protection Scheme in Hong Kong.
- ❖ Principal protection upon our exercise of the Callable Right or at maturity only. The principal protection feature applies only if you hold the Index Linked Deposit to maturity or if the Bank exercises its Callable Right during the Deposit Tenor, subject to no occurrence of any event of default or other early termination event (such as the insolvency of the Bank or you exercise the Early Redemption Right) during the term of the Index Linked Deposit. If the Index Linked Deposit is early terminated other than upon our exercise of the Callable Right, you may receive an amount which is substantially less than your original Deposit Amount, or in the worst case, you may lose your entire Deposit Amount.
- ❖ Secondary market risk. Our Index Linked Deposit is not transferable and is designed to be held to maturity. The Bank will provide a secondary market for the Index Linked Deposit under which, you may request for early termination of your Index Linked Deposit. You will receive an early redemption amount, as determined by the Bank in its sole and absolute discretion, equals to the Deposit Amount less all costs, losses and expenses incurred by the Bank in discharging any related hedging or other underlying arrangement or otherwise. The early redemption amount may be substantially less than your Deposit Amount.
- ❖ Capped maximum potential gain. Your maximum potential gain under our Index Linked Deposit is capped at the predetermined Coupon Amount even if your view on the interest rate movements of the Deposit Currency is correct.
- Credit risk of the Bank. Your investment in our Index Linked Deposit is subject to the credit and insolvency risks of the Bank. If the Bank becomes insolvent or defaults under the Index Linked Deposit, you can only claim as unsecured creditor of the Bank regardless of the terms of your Index Linked Deposit. You may lose your entire Deposit Amount in such event.

Please refer to the section headed "Risk Factors" below for further details.



#### What is an Index Linked Deposit?

◆ Interest rate linked instrument. An interest rate linked instrument embedded with derivatives, under which your return is linked to the coupon rate of the Index Linked Deposit.

If you invest in our Index Linked Deposit, you are selling a bermuda call option to the Bank, and the Bank has the absolute right to call and terminate an Index Linked Deposit on any Coupon Payment Date.

- ♦ **Periodic Coupon Amount**: You will receive on each Coupon Payment Date a potential return in the form of the Coupon Amount:
  - until the Maturity Date of the Index Linked Deposit; or
  - until such Coupon Payment Date on which the Bank has exercised its Callable Right to early terminate the Index Linked Deposit; or
  - until you have exercised the Early Redemption Right.
- **Deposit Tenor**: 1 year to 10 years or such other period offered by the Bank.
- ♦ Callable Right feature: Under the Callable Right feature, the Bank has an absolute right to early terminate the Index Linked Deposit on any Coupon Payment Date (excluding the last Coupon Payment Date) by giving a prior notice to you. See the section headed "Callable Right by the Bank" below.
- Final payout: The total payout at maturity will be the Deposit Amount plus the Coupon Amount for the relevant Coupon Period in the Deposit Currency.
  - If the Bank has NOT exercised its Callable Right during the Deposit Tenor of the Index Linked Deposit and subject to no occurrence of any early termination event: The Index Linked Deposit will mature on the scheduled Maturity Date and you will receive 100% of the Deposit Amount in the Deposit Currency together with the Coupon Amount for the last Coupon Period on the Maturity Date.
  - If the Bank has exercised its Callable Right prior to a Coupon Payment Date and subject to no occurrence of any early termination event:

    The Index Linked Deposit will be terminated and matured automatically on that Coupon Payment Date and you will receive 100% of the Deposit Amount in the Deposit Currency together with the Coupon Amount for that Coupon Period on that Coupon Payment Date. No further Coupon Amount for any subsequent Coupon Period will be paid thereafter.
- ♦ **2** deposit types: 2 types of Index Linked Deposit, namely:
  - 1. Fixed Rate Callable Index Linked Deposit
    Fixed Rate Callable Index Linked Deposit provides 100% principal protection at
    maturity and the return of the Coupon Amount in the Deposit Currency for each
    Coupon Period (subject to early termination of the Fixed Rate Callable Index Linked
    Deposit). The interest rate for each Coupon Period will be predetermined on the
    Trade Date and such interest rate is fixed during the Deposit Tenor. Upon the early
    termination of the Fixed Rate Callable Index Linked Deposit, no further coupon will
    be payable following such termination.
  - 2. Step-up Callable Index Linked Deposit
    Step-up Callable Index Linked Deposit provides 100% principal protection at maturity and the return of the Coupon Amount in the Deposit Currency for each Coupon Period (subject to early termination of the Step-up Callable Index Linked Deposit). The interest rate for each Coupon Period will be predetermined on the Trade Date, subject to changes with step-up features during the Deposit Tenor. Upon the early termination of the Step-up Callable Index Linked Deposit, no further coupon will be payable following such termination.



#### What are the key features of our Index Linked Deposit?

**Deposit Tenor:** The number of calendar days from the Settlement Date to but excluding the

Maturity Date. The Deposit Tenor commonly ranges from 1-year to 10-year.

You may request for a tailor-made tenor to suit your investment strategy.

**Deposit** The amount invested by you in the Index Linked Deposit. You are obligated to Amount: invest the Deposit Amount in the Index Linked Deposit on the Trade Date, but

the amount so invested will be placed to the Bank for the establishment of the

Index Linked Deposit on the Settlement Date.

Minimum **Deposit** Amount:

The minimum Deposit Amount for an Index Linked Deposit is HKD100,000.00

or its equivalent in the Deposit Currency.

**Deposit** This is the currency in which you pay for the Deposit Amount of an Index **Currency:** 

Linked Deposit, which will be specified in the Application Form.

This may be HKD, USD, EUR, GBP, JPY, AUD, NZD, CAD, CHF or other

currency (such as CNY) as agreed by the Bank.

**Coupon Period:** The number of calendar days in each Coupon Period will be used to calculate

the Coupon Amount for the relevant Coupon Payment Date.

In respect of the first Coupon Payment Date, the period from and including the Settlement Date to but excluding the first Coupon Payment Date and in respect of any subsequent Coupon Payment Date, the period from and including the preceding Coupon Payment Date to but excluding the relevant

Coupon Payment Date.

Coupon The Coupon Amount for a Coupon Payment Date is a cash amount calculated Amount:

as follows:

Deposit Amount x Coupon Rate x Number of calendar days in the relevant

Coupon Period / Date Count Basis.

Coupon Rate: The Coupon Rate will be specified in the Application Form. It is expressed as

> an annualised rate based on the hypothetical assumption that the Index Linked Deposit can be rolled over on the same terms for a year. It may be fixed or floating. It does not reflect the actual coupon rate for the Deposit Tenor of an Index Linked Deposit. You should not rely on the annualised rate as an

indication of the expected return for an Index Linked Deposit.

**Date Count** The Date Count Basis will be (i) 365 if the Deposit Currency is HKD or GBP, or Basis:

(ii) 360 if the Deposit Currency is not HKD or GBP. The Date Count Basis

applicable to a Index Linked Deposit will be specified in the Confirmation.

Coupon

The date on which a Coupon Amount is payable, which will normally be set as **Payment Date:** quarterly, semi-annually or annually. If such day is not a Business Day, it will

then be postponed to the following Business Day. You may request for a tailor-

made Coupon Payment Date to suit your investment strategy.

Callable Right: The Bank's absolute right to call and terminate an Index Linked Deposit on any

> Coupon Payment Date (excluding the last Coupon Payment Date) by giving a prior notice to you. Such notice is deemed received upon being posted by the Bank and failure to serve or to receive the above notice shall not prejudice the

Bank's Callable Right.

**Early** Redemption Right:

The right for you to early terminate the Index Linked Deposit on the specified

Dealing Day.



Dealing Day: On the third Business Day of each month of March, June, September or

December in each calendar year starting from one year after the Settlement

Date of an Index Linked Deposit.

For the purpose of designating a Dealing Day, the Business Day refers to the

commercial banks that are open for general business in Hong Kong.

Settlement at maturity:

The settlement under the Index Linked Deposit at maturity will be the Deposit Amount plus the Coupon Amount for the relevant Coupon Period in the

Deposit Currency.

Subject to the Bank exercises its Callable Right on any Coupon Payment Date or you exercise the Early Redemption Right on the specified Dealing Day, the Index Linked Deposit will be early terminated and no Coupon Amount is

payable thereafter.

**Trade Date:** The Trade Date will be on the day on which your order for an Index Linked

Deposit is accepted and executed by us and all the terms of the Index Linked

Deposit are finalized.

Settlement Date:

The Settlement Date will be the day on which we will deduct the Deposit

Amount for an Index Linked Deposit, as specified in the Application Form.

Maturity Date: The Maturity Date is the last Coupon Payment Date to be specified in the

Application Form.

If the Bank, in its absolute discretion, exercises the Callable Right on any Coupon Payment Date (except the last Coupon Payment Date), that Coupon Payment Date is deemed to be the Maturity Date of the Index Linked Deposit.

Business Day: It is a day on which commercial banks are open for general business in the

location of the Deposit Currency and Hong Kong.

The Business Day for designating a Dealing Day is a day on which the

commercial banks are open for general business in Hong Kong.

**RMB:** Renminbi, being the lawful currency of the PRC

Fees and Charges:

There is no subscription fee or charge for placing an Index Linked Deposit with us. All related charges incurred by us (including our hedging cost) will be

factored into the calculation of the Coupon Amount.

**PRC:** The People's Republic of China

#### To whom are our Index Linked Deposit designed for?

Our Fixed Rate Callable Index Linked Deposit is designed for customers who:

- believe that the interest rate in the currency market is unlikely to increase to a level above the fixed Coupon Rate during the Deposit Tenor;
- have sufficient net worth to assume the risks and bear the potential losses of investing in our Index Linked Deposit;
- have experience and knowledge in investing in interest rate linked products;
- are prepared to hold the Index Linked Deposit until maturity;
- accept that their maximum potential return is limited to the predetermined Coupon Amount; and
- are willing to take the credit risk of the Bank.

Our Step-up Callable Index Linked Deposit is designed for customers who:

- seek an investment with a potential increase in the coupon rate during the Deposit Tenor;
- have sufficient net worth to assume the risks and bear the potential losses of investing in our Index Linked Deposit;
- have experience and knowledge in investing in interest rate linked products;



- are prepared to hold the Index Linked Deposit until maturity;
- accept that their maximum potential return is limited to the predetermined Coupon Amount; and
- are willing to take the credit risk of the Bank.

#### **Selling Restrictions**

#### General

No action has been or will be taken by us that would permit a public offering of any Index Linked Deposits or possession or distribution of any offering material in relation to Index Linked Deposits in any jurisdiction (other than in Hong Kong) where action for that purpose is required.

#### **United States of America**

The Index Linked Deposits have not been and will not be registered under the U.S. Securities Act of 1933 (the "Securities Act"), or the securities laws of any state or other jurisdiction of the United States. The Index Linked Deposits may not be offered or sold or otherwise transferred, nor may transactions in such Index Linked Deposits be executed, at any time, within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("Regulation S")), except in compliance with Regulation S. In purchasing the Index Linked Deposits you hereby warrant that you are not a U.S. person as defined in Regulation S and that you are not purchasing for, or for the account or benefit of, any such person.

#### **European Economic Area**

The Index Linked Deposits are not and will not be offered, sold or otherwise made available to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression "retail investor" means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); or
  - (ii) a customer within the meaning of Directive 2016/97/EU (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended and suspended, the "**Prospectus Regulation**"); and
- (b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Index Linked Deposits to be offered so as to enable an investor to decide to purchase or subscribe the Index Linked Deposits.

#### **United Kingdom**

The Index Linked Deposits are not and will not be offered, sold or otherwise made available to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression "retail investor" means a person who is one (or more) of the following:
  - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or
  - (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act, as amended (the "FSMA") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or
  - (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA; and
- (b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Index Linked Deposits to be offered so as to enable an investor to decide to purchase or subscribe the Index Linked Deposits.

#### Callable Right by the Bank

The Bank may, in its absolute discretion, determine to exercise its Callable Right to early terminate the Index Linked Deposit on any Coupon Payment Date (excluding the last Coupon Payment Date) by giving a prior notice to you.



Such notice is deemed delivered effectively by the Bank upon posting and any failure of actual receipt of such notice shall not prejudice the Bank's Callable Right.

If the Bank has exercised its Callable Right prior to a Coupon Payment Date, the Index Linked Deposit will be terminated and matured automatically on that Coupon Payment Date in respect of which the Bank has exercised its Callable Right and you will receive 100% of the Deposit Amount in the Deposit Currency together with the Coupon Amount for that Coupon Period on that Coupon Payment Date.

No further Coupon Amount for any subsequent Coupon Period will be paid thereafter.

#### **Early Termination**

If the Bank determines (in its sole and absolute discretion acting in good faith and in a commercially reasonable manner) that (i) there is an imposition of foreign exchange control which restricts the convertibility or transferability of the Deposit Currency, or (ii) an Event of Default in respect of you has occurred, the Bank may determine to early terminate your Index Linked Deposit.

An Event of Default includes, without limitation:

- any failure to satisfy any obligation under the Index Linked Deposit by you;
- the presentation of bankruptcy or winding-up petition against you;
- the appointment of a receiver, liquidator or trustee or other analogous officer over all or a material part of your assets;
- assignment or charge in respect of your rights and/or obligations under your Index Linked Deposit has been effected; or
- the Bank reasonably determines in good faith that there has been a material adverse change in your circumstances, business, financial condition, legal status or capacity.

Upon such early termination of your Index Linked Deposit, you may receive an early termination amount determined by the Bank (in its sole and absolute discretion) taking into account, without limitation, the prevailing market conditions and the unwinding costs. **Such early termination amount may be substantially less than your Deposit Amount.** Please refer to the terms and conditions of the all-in-one account\* as amended, supplemented or replaced from time to time for further details.

\* An all-in-one account means Supreme Account, BEA GOAL, i-Account, SupremeGold Account, Private Banking Account, CorporatePlus Account or other all-in-one account with Currency/Indices/Equity/Asset Linked Deposit Services (as the case may be) and the linked deposit is held in the Linked Deposit Account of such all-in-one account.

#### Early Redemption Right by the customer

You may early terminate the Index Linked Deposit (in whole but not in part) as follows:

- on a Dealing Day (being a day falling on the third Business Day of each month of March, June, September or December starting from one year after the Settlement Date); and
- by sending a prior written notice to the Bank ("Redemption Request on Linked Deposit")
  designating the Dealing Day. Such Redemption Request on Linked Deposit must be
  received by the Bank at least one Business Day before the designated Dealing Day; and
- upon receipt of an effective Redemption Request on Linked Deposit, the Bank, in its sole
  and absolute discretion (acting in good faith and commercially reasonable manner), will
  determine an early redemption amount. The early redemption amount will be determined



by the Bank, in its sole and absolute discretion (acting in good faith and in a commercially reasonable manner), by reference to, without limitation, the prevailing market interest rate movements, the remaining Deposit Tenor, the remaining Coupon Period, any accrued Coupon Amount and any transaction costs (including the unwind cost of hedging); and

• upon you have exercised the Early Redemption Right, the Bank has no further obligations to make any further payment of Coupon Amount after such Dealing Day.

The Business Day for the purposes of (i) designating a Dealing Day and (ii) receiving a Redemption Request on Linked Deposit is a day on which the commercial banks are open for general business in Hong Kong.

You can contact our marketing officer at any of our branches in Hong Kong for details.

#### **Adjustments to the Index Linked Deposit**

Upon the occurrence of certain events, the Bank may in its sole and absolute discretion (acting in good faith and in a commercially reasonable manner) adjust the terms of the Index Linked Deposit to account for the effect of such event (including payment postponement or substituting the original deliverable currency by another currency selected by us).

Such events include, without limitation, revaluation of an underlying currency, substitution of an underlying currency by another currency, the imposition of foreign exchange control affecting the Deposit Currency or any other events which the Bank reasonably determines that it is unable to deliver the Deposit Amount and the Coupon Amount in the Deposit Currency. The adjustment as determined by the Bank may have negative impact on your investment under the Index Linked Deposit. Please refer to the terms and conditions of the all-in-one account\* for further details.

#### Information about the Bank

The Bank is a licensed bank regulated by the Hong Kong Monetary Authority and is listed on The Stock Exchange of Hong Kong Limited. You can find out more information on the Bank and access the Bank's latest annual report and any interim report from our website <a href="https://www.hkbea.com">www.hkbea.com</a>.

#### **Ongoing Disclosure**

We will also give notice to you of any information about the Bank which is necessary to avoid the establishment of a false market in our Index Linked Deposit, or which may significantly affect our ability to perform our obligations under our Index Linked Deposit.

#### Comparison with conventional time deposit

Our Index Linked Deposit is not the same as and should not be treated as a substitute for conventional time deposits. Our Index Linked Deposit is not a deposit protected by the Deposit Protection Scheme in Hong Kong. Although the interest rate payable under a conventional time deposit may be lower, or substantially lower, than the potential maximum return under an Index Linked Deposit, a conventional time deposit is protected by the Deposit Protection Scheme in Hong Kong. In particular, a depositor in a conventional time deposit will not be exposed to the risk of investment loss arising from the Bank's default up to the protection limit under the Deposit Protection Scheme in Hong Kong.



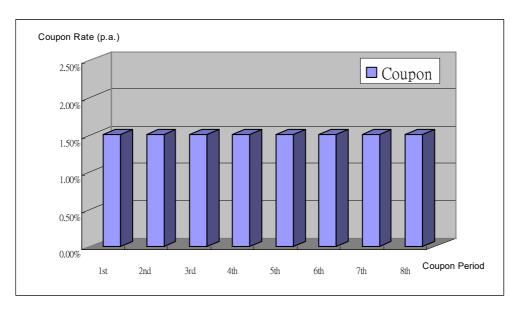
#### **Illustrative Examples**

The following illustrative examples and scenarios are hypothetical and provided for illustration purpose only. The following illustrative examples and scenarios do not reflect a complete analysis of all possible outcomes and must not be relied on as an indication of the actual performance of the Coupon Rate or this product.

**Example 1 (Fixed Rate Callable Index Linked Deposit):** 

Deposit Currency	HKD
Deposit Amount	HKD 100,000.00
Trade Date	26th June XX11
Settlement Date	28th June XX11
Maturity Date	28th June XX13
Deposit Tenor	2 years
Coupon Rate	1.50% per annum
Coupon Payment Frequency	Quarterly
Callable Right	The Bank has an absolute right to early terminate the Index
	Linked Deposit on each Coupon Payment Date. If the Bank
	decides to exercise the Callable Right, the Index Linked Deposit
	will be terminated and matured automatically on such Coupon
	Payment Date.

Scenario I: (Gain scenario without exercise of the Callable Right) The Bank has NOT exercised its Callable Right during the Deposit Tenor of the Index Linked Deposit. The Index Linked Deposit will mature on the scheduled Maturity Date.



Coupon Payment Date	Whether the Bank exercises the Callable Right	Coupon Amount	Deposit Amount
1 <sup>st</sup>	NO	HKD100,000 x 1.50% x 92 days / 365 = HKD378.08	N.A.
2 <sup>nd</sup>	NO	HKD100,000 x 1.50% x 91 days / 365 = HKD373.97	N.A.
3 <sup>rd</sup>	NO	HKD100,000 x 1.50% x 91 days / 365 = HKD373.97	N.A.
4 <sup>th</sup>	NO	HKD100,000 x 1.50% x 91 days / 365 = HKD373.97	N.A.
5 <sup>th</sup>	NO	HKD100,000 x 1.50% x 92 days / 365 = HKD378.08	N.A.
6 <sup>th</sup>	NO	HKD100,000 x 1.50% x 91 days / 365 = HKD373.97	N.A.
7 <sup>th</sup>	NO	HKD100,000 x 1.50% x 91 days / 365 = HKD373.97	N.A.
8 <sup>th</sup>	NO	HKD100,000 x 1.50% x 91 days / 365 = HKD373.97	HKD100,000

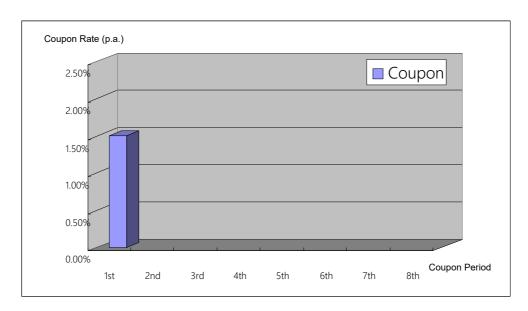


You will receive the cash amount in Deposit Currency as follows:

- (i) the Coupon Amount for the Coupon Periods from 1<sup>st</sup> to 8<sup>th</sup> on each corresponding scheduled Coupon Payment Date;
- (ii) the Deposit Amount (i.e. HKD100,000) on the scheduled Maturity Date.

In this scenario, you have an actual gain of HKD 2,999.98 (being 3.00% of the Deposit Amount).

Scenario II: (Gain scenario with exercise of the Callable Right) The Bank has exercised its Callable Right on the 1<sup>st</sup> Coupon Payment Date. The Index Linked Deposit will be terminated and matured automatically on such Coupon Payment Date.



Coupon Payment Date	Whether the Bank exercises the Callable Right	Coupon Amount	Deposit Amount
1 <sup>st</sup>	YES	HKD100,000 x 1.50% x 92 days / 365 = HKD378.08	HKD100,000
2 <sup>nd</sup>			
3 <sup>rd</sup>	Since the Bank has exercised its Callable Right, the Index Linked Deposit has been early terminated on the 1 <sup>st</sup> Coupon Payment Date. No coupon amount is payable thereafter.		
4 <sup>th</sup>			
5 <sup>th</sup>			
6 <sup>th</sup>			
7 <sup>th</sup>			
8 <sup>th</sup>			

You will receive the cash amount in Deposit Currency as follows:

- (i) the Coupon Amount for the 1<sup>st</sup> Coupon Period on corresponding scheduled Coupon Payment Date:
- (ii) the Deposit Amount (i.e. HKD100,000) on the 1st Coupon Payment Date.

In this scenario, you have an actual gain of HKD 378.08 (being 0.38% of the Deposit Amount). (However, you may face re-investment risk.)

Scenario III: (Worst case or Default scenario) If the Bank becomes insolvent or defaults on its obligations.

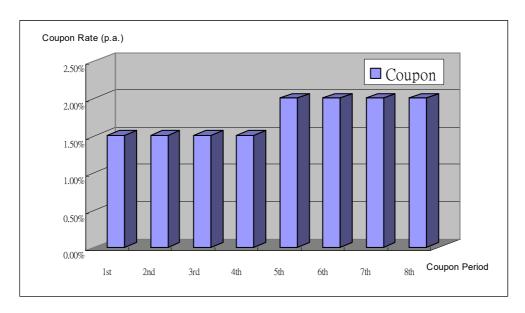
Assuming that the Bank becomes insolvent during the Deposit Tenor or defaults on its obligations under the Index Linked Deposit, you can only claim as an unsecured creditor of the Bank regardless of the terms of the Index Linked Deposit. In the worst case scenario, you may get nothing back and suffer a loss of 100% of your Deposit Amount.



#### **Example 2 (Step-up Callable Index Linked Deposit):**

Deposit Currency	HKD
Deposit Amount	HKD 100,000.00
Trade Date	26th June XX11
Settlement Date	28th June XX11
Maturity Date	28th June XX13
Deposit Tenor	2 years
Coupon Rate	1.50% per annum for the 1 <sup>st</sup> to 4 <sup>th</sup> Coupon Period
Coupon Nate	2.00% per annum for the 5 <sup>th</sup> to 8 <sup>th</sup> Coupon Period
Coupon Payment Frequency	Quarterly
Callable Right	The Bank has an absolute right to early terminate the Index
	Linked Deposit on each Coupon Payment Date. If the Bank
	decides to exercise the Callable Right, the Index Linked Deposit
	will be terminated and matured automatically on such Coupon
	Payment Date.

Scenario I: (Gain scenario without exercise of the Callable Right) The Bank has NOT exercised its Callable Right during the Deposit Tenor of the Index Linked Deposit. The Index Linked Deposit will mature on the scheduled Maturity Date.



Coupon Payment Date	Whether the Bank exercises the Callable Right	Coupon Amount	Deposit Amount
1 <sup>st</sup>	NO	HKD100,000 x 1.50% x 92 days / 365 = HKD378.08	N.A.
2 <sup>nd</sup>	NO	HKD100,000 x 1.50% x 91 days / 365 = HKD373.97	N.A.
3 <sup>rd</sup>	NO	HKD100,000 x 1.50% x 91 days / 365 = HKD373.97	N.A.
4 <sup>th</sup>	NO	HKD100,000 x 1.50% x 91 days / 365 = HKD373.97	N.A.
5 <sup>th</sup>	NO	HKD100,000 x 2.00% x 92 days / 365 = HKD504.11	N.A.
6 <sup>th</sup>	NO	HKD100,000 x 2.00% x 91 days / 365 = HKD498.63	N.A.
7 <sup>th</sup>	NO	HKD100,000 x 2.00% x 91 days / 365 = HKD498.63	N.A.
8 <sup>th</sup>	NO	HKD100,000 x 2.00% x 91 days / 365 = HKD498.63	HKD100,000

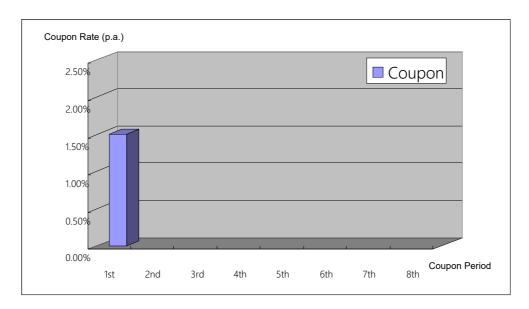
You will receive the cash amount in Deposit Currency as follows:

- (i) the Coupon Amount for the 1<sup>st</sup> to 8<sup>th</sup> Coupon Period on each corresponding scheduled Coupon Payment Date;
- (ii) the Deposit Amount (i.e. HKD100,000) on the scheduled Maturity Date.

In this scenario, you have an actual gain of HKD 3,499.99 (being 3.50% of the Deposit Amount).



Scenario II: (Gain scenario with exercise of the Callable Right) The Bank has exercised its Callable Right on the 1<sup>st</sup> Coupon Payment Date. The Index Linked Deposit will be terminated and matured automatically on such Coupon Payment Date.



Coupon Payment Date	Whether the Bank exercises the Callable Right	Coupon Amount	Deposit Amount
1 <sup>st</sup>	YES	HKD100,000 x 1.50% x 92 days / 365 = HKD378.08	HKD100,000
2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup> 6 <sup>th</sup> 7 <sup>th</sup> 8 <sup>th</sup>		s exercised its Callable Right, the Index Linked Depos 1 <sup>st</sup> Coupon Payment Date. No coupon amount is pay	

You will receive the cash amount in Deposit Currency as follows:

- (i) the Coupon Amount for the Coupon Periods from 1<sup>st</sup> on each corresponding scheduled Coupon Payment Date;
- (ii) the Deposit Amount (i.e. HKD100,000) on the 1st Coupon Payment Date.

In this scenario, you have an actual gain of HKD 378.08 (being 0.38% of the Deposit Amount). (However, you may face re-investment risk.)

Scenario III: (Worst case or Default scenario) If the Bank becomes insolvent or defaults on its obligations.

Assuming that the Bank becomes insolvent during the Deposit Tenor or defaults on its obligations under the Index Linked Deposit, you can only claim as an unsecured creditor of the Bank regardless of the terms of the Index Linked Deposit. In the worst case scenario, you may get nothing back and suffer a loss of 100% of your Deposit Amount.



#### **Risk Factors**

The risk factors listed below are a summary of the key risks applicable to our Index Linked Deposit. You should fully understand all the risks associated with our Index Linked Deposit and have made an independent assessment of the appropriateness of an investment in our Index Linked Deposit in light of your own objectives, financial condition and circumstances, including all the possible risks associated with our Index Linked Deposit before investing in this product. If you are in doubt, you should obtain independent professional advice.

**Not a time deposit.** Our Index Linked Deposit is an interest rate linked instrument embedded with derivatives. This is not the same as nor should it be treated as a substitute for conventional time deposits.

**Not a protected deposit.** Our Index Linked Deposit is not a protected deposit and is not protected by the Deposit Protection Scheme in Hong Kong.

**Not covered by Investor Compensation Fund.** Our Index Linked Deposit is not listed on any stock exchange and is not covered by the Investor Compensation Fund in Hong Kong.

Principal protection upon our exercise of the Callable Right or at maturity only. The principal protection feature applies only if you hold the Index Linked Deposit to maturity or the Bank has exercised its Callable Right during the Deposit Tenor, subject to no occurrence of any event of default or other early termination event (such as the insolvency of the Bank or you exercise the Early Redemption Right) during the term of the Index Linked Deposit. The principal protection feature will not apply if the Index Linked Deposit is early terminated other than upon our exercise of the Callable Right. In such event, you may receive an amount which is substantially less than your original Deposit Amount, or in the worst case, you will lose your entire Deposit Amount.

Secondary market risk. Our Index Linked Deposit is not transferable and is designed to be held to maturity. The Bank will provide a secondary market according to the section headed "Early Redemption Right by the customer" for the Index Linked Deposit in order for you to exercise the Early Redemption Right on the specified Dealing Day. You will receive an early redemption amount, as determined by the Bank in its sole and absolute discretion, equals to the Deposit Amount less all costs, losses and expenses incurred by the Bank in discharging any related hedging or other underlying arrangement or otherwise. The early redemption amount may be substantially less than your Deposit Amount. If you early terminate your Index Linked Deposit, you may receive an amount which is substantially less than your Deposit Amount.

**Capped maximum potential gain.** Your maximum potential gain under our Index Linked Deposit is capped at the predetermined Coupon Amount even if your view on the interest rate movements of the Deposit Currency is correct. Such predetermined Coupon Amount can either be a fixed Coupon Rate for the Fixed Rate Callable Index Linked Deposit or a step-up Coupon Rate for the Step-up Callable Index Linked Deposit during the Deposit Tenor.

**Derivatives risk.** The Index Linked Deposit is an unlisted structured investment product embedded with derivatives, which involves risks. Although you are entitled to receive a premium under the Index Linked Deposit (in the form of the Coupon Amount) on each Coupon Payment Date and at maturity, you may sustain a loss well in excess of such premium and suffer a substantial loss under the Index Linked Deposit if you choose to early redeem the Index Linked Deposit.

**Credit risk of the Bank.** The Index Linked Deposit is not secured by any collateral. Your investment in our Index Linked Deposit is subject to the credit and insolvency risk of the Bank. If the Bank becomes insolvent or defaults on its obligations under your Index Linked Deposit, you can only claim as unsecured creditor of the Bank regardless of the performance of the Index Linked Deposit. In the worst case, you could lose your entire Deposit Amount.



**Re-investment risk.** Our Index Linked Deposit may be early terminated if the Bank has exercised its Callable Right on any Coupon Payment Date (excluding the last Coupon Payment Date). You will not receive any Coupon Amount following such termination. Therefore, you may not be able to enjoy the same rate of return if you re-invest in other investments with similar risk parameters.

**Currency risk.** If the Deposit Currency is not your home currency, you will be exposed to the exchange rate risk when you convert it back to your home currency. You may make a gain or loss due to the exchange rate fluctuations.

Adjustment risk. Upon the occurrence of certain events, including but without limitation, revaluation of an underlying currency, substitution of an underlying currency by another currency, the imposition of foreign exchange control affecting the Deposit Currency, the Bank may in our sole and absolute discretion (acting in good faith and in a commercially reasonable manner) adjust the terms of the Index Linked Deposit to account for the effect of such event (including payment postponement or substituting the original deliverable currency by another currency selected by us) in accordance with the terms and conditions of the Index Linked Deposit. Any such adjustment as determined by the Bank will be binding on and may have negative impact on your investment under the Index Linked Deposit. See the section headed "Adjustments to the Index Linked Deposit" for further details.

**Early termination risk.** In addition to the Callable Right that the Bank has its absolute right to exercise on the Index Linked Deposit during the Deposit Tenor, our Index Linked Deposit may be early terminated by the Bank upon notice if an event of default in respect of you or an early termination event occurs (as described further in the section "Early Termination" above). Upon early termination following such event, you will receive an amount determined by the Bank taking into account, without limitation, the prevailing market conditions and our unwinding costs, which may be substantially less than your original investment and, in the worst case, you will lose your entire Deposit Amount.

**Conflicts of interest.** Potential and actual conflicts of interest may arise from the different roles played by the Bank and our subsidiaries and affiliates in connection with our Index Linked Deposit. Although our economic interests in each role may be adverse to your interests in our Index Linked Deposit, the Bank maintain regulatorily required information barriers between our different business areas as well as policies and procedures designed to minimise and manage such conflicts of interest to comply with applicable laws and regulations, and to ensure those transactions or dealings will be transacted at arm's length.

Risk relating to RMB. If the Deposit Currency is CNY, you should note that the value of RMB against other foreign currencies fluctuates and will be affected by, amongst other things, the PRC government's control (for example, the PRC government regulates conversion between RMB and foreign currencies both in Hong Kong and the PRC), which may adversely affect your return under our Index Linked Deposit when you convert the Index Linked Deposit into your home currency. You should also note that RMB is currently not freely convertible. There is currently a limited pool of RMB outside the PRC and any tightening of foreign exchange control by the PRC government may adversely affect the liquidity of offshore RMB.

Risks relating to the maintenance and operation of your accounts established with us. You should note that the maintenance and operation of your accounts established with us are subject to the general account opening terms separately agreed between you and us at the time of your opening of such accounts (as may be modified from time to time). It is important that you understand and accept the terms and conditions of such accounts which may also affect or even lead to an early termination of our Index Linked Deposit. Please contact our marketing officers for further details.



This Principal Brochure is intended only for distribution to selected customers or potential customers of the Bank. It does not constitute any offer, recommendation or investment advice to enter into any transaction. You must read and understand this Principal Brochure and the Application Form before investing in Index Linked Deposit.