

## Schedule V

### Terms and Conditions for SMART Banking Service

These provisions shall apply to and regulate the SMART Banking Service made available by the Bank to its Customers. These provisions shall be additional to the Bank's prevailing Terms and Conditions For Bank Accounts and Services ("Terms and Conditions") and in case of any conflict between the Terms and Conditions and these provisions, the latter shall prevail. Before entering into any agreement relating to SMART Banking Service, the Customer should read and understand the Terms and Conditions and these provisions.

#### **1. Definition**

1.1 Unless otherwise specified herein, capitalized terms used but not defined herein shall have the meanings given to them in the Terms and Conditions.

- (a) "Customer" means any person who has entered into the Agreement for or in connection with the provision of SMART Banking Service and accepted by the Bank.
- (b) "SMART Banking Service" means any banking services set up, maintained or provided by the Bank for the Customer from time to time under or pursuant to these provisions and/or the Agreement and described as "SMART Banking", including any services relating to any deposits accounts, structural deposit accounts, securities accounts, credit card accounts and such other accounts as may be designated by the Bank from time to time.
- (c) "Total Asset Balance" means the monthly aggregate balance of the daily average of all the credit balances in the deposits accounts, structural deposit and credit card accounts, the market values of the securities and investment products in the securities accounts, and the total premium paid for life insurance plans issued by Hong Kong Life Insurance Limited which were applied through the Bank held in the name of the Customer with the Bank, including any credit balances, securities and investment products of those accounts pledged or charged in favor of the Bank. If the Customer applies for the SMART Banking Service in his/her sole name, all asset balance of the joint account(s) of the Customer will not be included, and vice versa.

1.2 The Chinese translation of these provisions is provided for reference only and if there is any conflict between the English and Chinese versions, the English version shall prevail.

#### **2. Service Availability**

2.1 The Customer of SMART Banking Service shall maintain a Total Asset Balance and meet the minimum requirement as stipulated by the Bank which may be changed from time to time at the Bank's sole discretion. Without prejudice to clause 4 and any other rights of the Bank, the Bank is entitled to terminate or suspend the whole or any part of the SMART Banking Service if the Customer does not meet the minimum requirement of the Total Asset Balance. Upon such termination or suspension, all the privileges and offers that the Customer enjoys under the SMART Banking Service will automatically be terminated unless the Bank shall at its sole discretion decide otherwise and the Bank is not obliged to give any prior notice in connection therewith.

2.2 The Customer agrees that SMART Banking Service is made available by the Bank subject to these provisions and the specific terms and conditions which may be determined by the Bank from time to time to regulate the SMART Banking Service and agrees to be bound by them. In case of conflict between these provisions and any of the specific terms and conditions, the latter shall prevail.

2.3 The application of the SMART Banking Service of the Customer is subject to the final approval of the Bank. The Bank reserves the right to make the final decision on all matters concerning the SMART Banking Service and the calculation of the Total Asset Balance.

#### **3. Privileges**

3.1 The Customer may enjoy such privileges and offers under the SMART Banking Service as the Bank may determine from time to time. The Bank reserves the right to vary, modify or terminate any of the privileges and offers without prior notice. In case of any dispute, the decision of the Bank shall be final and binding.

3.2 The Bank shall not be held liable or responsible for any loss incurred by or inconvenience to the Customer as a result of any variation, withdrawal or termination of the privileges and offers.

3.3 Customer shall not assign or transfer any of his or her privileges and offers under the SMART Banking Service to any third party.

#### **4. Fee and Charges**

4.1 If the Customer fails to meet the minimum requirement of the Total Asset Balance, the Bank shall have the right to charge a service fee applicable to the SMART Banking Service, which shall be specified by the Bank from time to time. The Bank has the right to charge the Customer with the relevant expenses derived from providing and maintaining the SMART Banking Service.

4.2 The Bank shall be entitled to debit any fees and charges payable by the Customer under this clause 4 to any account of the Customer with the Bank at any time.

4.3 Without prejudice to any other rights of the Bank, if the Customer has insufficient funds in his/her accounts with the Bank or insufficient credit with the Bank to cover fees and charges payable by him/her, the Bank shall be entitled to terminate or suspend the whole or any part of the SMART Banking Service.

4.4 The Bank reserves the right to charge or adjust any fees and charges applicable to the SMART Banking Service.

**5. Termination**

- 5.1 Notwithstanding anything contained herein, the Bank may with or without cause terminate any of the SMART Banking Service without prior notice, and such termination shall terminate the features and privileges that Customers enjoy under or in connection with SMART Banking Service.
- 5.2 The Customer may terminate the SMART Banking Service by written notice to the Bank and subject to payment of any fees and charges payable under these provisions.