# **Important Facts Statement**



Double No Touch Currency Linked Structured Investment Product (the "SIP")
Oct 2022

DBS Bank (Hong Kong) Limited 星展銀行(香港)有限公司

# This is a structured 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 us. 倘若英文並非閣下屬意的語言,閣下可向本行索取本概要的中文版本。

This is a structured product involving derivatives. The investment decision is yours but you should not invest in the product unless DBS Bank (Hong Kong) Limited (the "Bank") has explained to you that the product is suitable for you having regard to your financial situation, investment experience and investment objectives.

## Product risk rating

This SIP is risk rated with Product Risk Level at P1 and is suitable for investors whose risk profile is C1 or above. Please refer to the Financial Needs Analysis for description of your risk profile.

#### **Quick facts**

Bank: DBS Bank (Hong Kong) Limited (星展銀行 (香港) 有限公司) (incorporated in

1953 in the Hong Kong Special Administrative Region of the People's Republic

of China ("PRC")), including its successors and assigns.

**Product type:** Currency-linked structured investment product

Minimum Principal Amount/ Investment Multiples/ Minimum Offer Size:

Please refer to the table below

Investment Currency	Minimum Principal Amount	Investment Multiples	Minimum Offer Size	
AUD	AUD 10,000	AUD 1,000	AUD 600,000	
CAD	CAD 10,000	CAD 1,000	CAD 600,000	
CHF	CHF 10,000	CHF 1,000	CHF 500,000	
CNY(offshore) CNY(offshore) 100,000		CNY(offshore) 10,000	CNY(offshore) 4,000,000	
EUR		EUR 1,000	EUR 500,000	
GBP	GBP 10,000	GBP 1,000	GBP 500,000	
HKD	HKD 100,000	HKD 10,000	HKD 4,000,000	
JPY JPY 1,000,000		JPY 500,000	JPY 50,000,000	
NZD NZD 10,000		NZD 1,000	NZD 600,000	
SGD	SGD 10,000	SGD 1,000	SGD 600,000	
USD USD 10,000		USD 1,000	USD 500,000	

**Tenor:** The tenor stated under the caption "**Tenor**" in the SIP Order Form and the SIP

Confirmation.

Investment Currency: One of the following currencies: AUD, CAD, CHF, CNY(offshore), EUR, GBP,

HKD, JPY, NZD, SGD or USD specified as such in writing on the SIP Order

Form and SIP Confirmation.

Settlement Currency: The Investment Currency

**Linked Currency Pair:** Any of the currency pairs under the heading "Linked Currency Pair" in Table 2

in the Term Sheet or any other currency pairs, as agreed in writing on the SIP

Order Form and the SIP Confirmation.

Interest Rate: The Interest Rate shall be:

(a) the Higher Interest Rate if a Barrier Event has not occurred; or

(b) the Lower Interest Rate if a Barrier Event has occurred.

Where

"Higher Interest Rate" means the per annum percentage rate specified as

such in writing on the SIP Order Form and SIP Confirmation.

"Lower Interest Rate" means the per annum percentage rate specified as such

in writing on the SIP Order Form and SIP Confirmation.

Interest Amount: An amount in the Settlement Currency determined by the Bank as follows and

rounded to the nearest Relevant Units, as set out in the third column of Table 3

in the Term Sheet (with 0.5 Relevant Units being rounded upwards):

Principal Amount x Interest Rate x Day Count Fraction

Interest Period: A period beginning from (and including) the Investment Value Date to (but

excluding) the Maturity Date, provided that for the purposes of determining the Interest Period, the Maturity Date shall be the scheduled date in the SIP Order Form and the SIP Confirmation, without subject to any adjustment in accordance

with the Business Day Convention.

Barrier Event: A Barrier Event shall occur if, at any time during the Monitoring Period, the Spot

Rate is:

(a) at or above the Upper Barrier Rate; or

(b) at or below the Lower Barrier Rate.

**Upper Barrier Rate:** As set out in the SIP Order Form and the SIP Confirmation.

**Lower Barrier Rate:** As set out in the SIP Order Form and the SIP Confirmation.

Redemption on the Maturity Date: The Bank will pay 100% of the Principal Amount in Investment Currency to the

Customer on the Maturity Date, provided that (a) the SIP is maintained by the Customer with the Bank up to the Maturity Date; and (b) in respect of a SIP that has Chinese Renminbi ("CNY") (offshore) as the Investment Currency and/or the Settlement Currency and/or a SIP that references CNY(offshore) in the Linked Currency Pair, there is no Alternate Currency Event Designation by the Bank (Please refer to additional provisions under "Other Terms" in the Term

Sheet).

**Determination Time:** 02:00 p.m., Hong Kong time

**Determination Date:** The date stated as such under the caption "**Determination Time**" in the SIP

Order Form and the SIP Confirmation, subject to the Business Day Convention

as set out in the Term Sheet.

**Monitoring Period:** The period from (and including) the Execution Time on the Closing Date as

set out in the Term Sheet to (and including) the Determination Time on the

Determination Date.

**Spot Rate:** The Spot Rate is a rate expressed as the amount of Quote Currency that can

be purchased with one unit of Base Currency that is based on the price for one or more actual foreign exchange transactions in the Spot Market as set out in the Term Sheet involving such currency pair (or cross-rates constituting such

currency pair, if applicable) for settlement in accordance with the convention for such currency pair, as determined at the relevant time on the relevant date in good faith and in a commercially reasonable manner by the Calculation Agent.

Calculation Agent: DBS Bank (Hong Kong) Limited

Day Count Fraction: a) Actual number of days in the relevant Interest Period divided by 365 if the

Investment Currency is GBP, HKD or SGD; or

b) Actual number of days in the relevant Interest Period divided by 360 if the Investment Currency is AUD, CAD, CHF, CNY(offshore), EUR, JPY, NZD or

USD.

Interest Payment Date: The Maturity Date

**100% Principal received at maturity:** Yes (provided that SIP that has CNY(offshore) as the Investment Currency

and/or the Settlement Currency and/or a SIP that references CNY(offshore) in the Linked Currency Pair is subject to Alternate Currency Event Designation).

Callable by the Bank: No (subject to early termination by the Bank in certain circumstances as set

out in the SIP Documents, including, without limitation, the occurrence of force majeure events, illegality, the occurrence of an event of default committed by the Customer, or upon any insolvency or bankruptcy proceedings being

commenced against the Customer).

Early termination right by the

customer:

No

**Embedded derivatives:** Yes, customer is buying a Double No Touch currency option on the exchange

rate of the Linked Currency Pair.

**Maximum potential gain:** The Interest Amount calculated by reference to the Higher Interest Rate.

**Maximum potential loss:** If the Bank becomes insolvent during the Tenor of the SIP or defaults on its

obligations under the SIP, the Customer can only claim as its unsecured creditor, and may get nothing back and suffer 100% loss of his Principal

Amount.

# What is this product and how does it work?

- This SIP is a structured investment product involving buying a Double No Touch currency option on the exchange rate of the Linked Currency Pair.
- The Customer will, on the Interest Payment Date, receive an Interest Amount calculated by reference to:
  - (a) the Higher Interest Rate if a Barrier Event has not occurred; or
  - (b) the Lower Interest Rate if a Barrier Event has occurred.
- The Customer will receive the 100% of Principal Amount in Investment Currency on the Maturity Date only if the Customer holds the SIP up to the Maturity Date, except that in the case of a SIP that has CNY(offshore) as the Investment Currency and/or the Settlement Currency and/or a SIP that references CNY(offshore) in the Linked Currency Pair, such SIP is subject to Alternate Currency Event Designation by the Bank and in the case of that happening, the Customer may receive less than 100% of the Principal Amount.

# What are the key risks?

- Not a traditional deposit / time deposit The SIP is a form of structured product that carries risks not normally
  associated with ordinary bank deposits. This SIP is NOT equivalent to a time deposit. The Customer should therefore
  not treat the SIP as a substitute for ordinary savings or time deposits. The SIP is NOT a protected deposit and is NOT
  protected by the Deposit Protection Scheme in Hong Kong.
- **Derivatives risk** The product is embedded with currency options. Option transactions involve risks. The Interest Amount is variable and subject to the movement of the Spot Rate of the Linked Currency Pair.

- Return is Capped / Limited potential gain The maximum potential gain rate is limited to the Higher Interest Rate as specified in writing on the SIP Order Form and the SIP Confirmation.
- Not the same as buying the Linked Currency Pair—Investing in the SIP is not the same as buying Linked Currency Pair directly.
- **Principal Amount received upon redemption** –The Customer will receive 100% of the Principal Amount in Investment Currency on the Maturity Date only if the Customer holds the SIP up to the Maturity Date, except that in the case of a SIP that has CNY(offshore) as the Investment Currency and/or the Settlement Currency and/or a SIP that references CNY(offshore) in the Linked Currency Pair, such SIP is subject to Alternate Currency Event Designation by the Bank and in the case of that happening, the Customer may receive less than 100% of the Principal Amount.
- Market risk The return of the SIP is linked to the exchange rate of the Linked Currency Pair. Movements in exchange rates can be unpredictable, sudden and drastic, and affected by complex political and economic factors.
- Currency risk Where the Customer has converted amounts from another currency into the Investment Currency in
  order to make the investment in the SIP, the Customer should bear in mind the risk of exchange rate fluctuations that
  may cause a loss on conversion of the Investment Currency back into such other currency. The Customer should note
  that such potential loss from the product could offset (or even exceed) the potential gain if the Investment Currency
  depreciates against the currency the Customer converted from (including the Customer's home currency).
- **Liquidity risk** The SIP is a commitment by the Customer for the tenor as stated under the caption "Tenor" in the SIP Order Form and SIP Confirmation. No early uplift, early withdrawal or early termination by the Customer is permitted. The Customer has to maintain the SIP with the Bank up to the Maturity Date.
- Credit risk The SIP is not secured by any collateral. The customer is taking on the credit risk of the Bank with respect
  to all payments due under the SIP. In the worst case scenario, where the Bank is insolvent or defaults on its payment
  obligations under the SIP, the Customer will receive no interest payment and lose his original investment amount.
- **Determination of the Exchange Rate –** The Spot Rate will be determined by the Calculation Agent. Customer must therefore be comfortable with the Bank's role as the Calculation Agent in the determination of the exchange rates. All determinations made by the Calculation Agent in good faith shall be conclusive and binding on the Customer.
- In respect of a SIP that has CNY(offshore) as the Investment Currency and/or the Settlement Currency and/or a SIP that references CNY(offshore) in the Linked Currency Pair, the following additional risks apply:

**CNY Currency risk** – CNY may not be freely convertible through banks in Hong Kong. Due to exchange controls and/or restrictions imposed on the convertibility or utilization of CNY (if any) which in turn is affected by, amongst other things, the People's Republic of China ("PRC") government's control, there is no guarantee that disruption in the transferability, convertibility or liquidity of CNY will not occur. In the case of a SIP that has CNY (offshore) as the Investment Currency or the Settlement Currency, there is thus a likelihood that the Customer may not be able to convert the CNY(offshore) received into other freely convertible currencies.

While this product may offer higher potential return to Customer compared with time deposits, Customer should note that he/she may be exposed to the risk of exchange rate fluctuation such that the potential loss from the product could offset (or even exceed) the potential gain of the SIP if CNY(offshore) depreciates against the investor's home currency. There is no guarantee whether CNY(offshore) will appreciate, remain stable or depreciate. Customer should bear in mind the risk of exchange rate fluctuations, and in the case of a SIP that has CNY(offshore) as the Investment Currency or the Settlement Currency, such exchange rate fluctuations may cause a loss on conversion of CNY(offshore) back into investor's home currency.

The Customer should understand the SIP will be settled in CNY(offshore) deliverable in Hong Kong, which is different from that of CNY deliverable in the PRC (excluding the Hong Kong and the Macau Special Administrative Regions, and Taiwan).

If the Customer does not have a CNY(offshore) account outside the PRC (excluding the Hong Kong and the Macau Special Administrative Regions, and Taiwan), he/she will be required to open such account with the Bank, in order to receive payment in CNY(offshore).

Alternate Currency Event Designation by the Bank / Maximum Potential Loss — Upon Alternate Currency Event Designation by the Bank, the Bank will pay the Mandatory Redemption Amount in an alternate currency selected by the Bank in its sole discretion to the Customer on the Mandatory Redemption Date. The Mandatory Redemption Amount is likely to be substantially less than the Principal Amount and in the worst case scenario, the Mandatory Redemption Amount could be zero.

Upon Alternate Currency Event Designation by the Bank on or prior to the Maturity Date, no Interest Amount shall be payable to the Customer.

The above are the key risk factors associated with the SIP but are not, and are not intended to be, a complete list of all risks and considerations relevant to the SIP or your decision to invest in the SIP. Prospective investors should also see the section

headed "RISKS ASSCOCIATED WITH THE SIP" in the Term Sheet, together with all other information in the Offering Documents before making any investment decision.

## What are the key features?

#### 1. Currency Linked Structured Investment Product

• This SIP is a currency-linked SIP denominated in the Investment Currency.

#### 2. Tenor

The "Tenor" of the SIP is stated under the caption "Tenor" in the SIP Order Form and the SIP Confirmation.

#### 3. Return

- The return on the SIP is dependent on the performance of the Linked Currency Pair exchange rate during Monitoring Period.
- The Customer will, on the Interest Payment Date, receive an Interest Amount calculated by reference to:
  - (a) the Higher Interest Rate if a Barrier Event has not occurred; or
  - (b) the Lower Interest Rate if a Barrier Event has occurred.
- A Barrier Event shall occur if, at any time during the Monitoring Period, the Spot Rate is:
  - (a) at or above the Upper Barrier Rate; or
  - (b) at or below the Lower Barrier Rate.

#### 4. Principal Amount received upon redemption

• The Customer will receive 100% of the Principal Amount in Investment Currency on the Maturity Date only if the Customer holds the SIP up to the Maturity Date, except that in the case of a SIP with CNY(offshore) as the Investment Currency and/or the Settlement Currency and/or a SIP that references CNY(offshore) in the Linked Currency Pair, such SIP is subject to Alternate Currency Event Designation by the Bank and in the case of that happening, the Customer may receive less than 100% of the Principal Amount.

#### 5. Alternate Currency Event Designation by the Bank

• In the case of a SIP that has CNY(offshore) as the Investment Currency and/or the Settlement Currency and/or a SIP that references CNY(offshore) in the Linked Currency Pair, then such SIP is subject to Alternate Currency Event Designation by the Bank if there is disruption in the transferability, convertibility or liquidity of Chinese Renminbi. Upon Alternate Currency Event Designation by the Bank, the Bank will pay the Mandatory Redemption Amount to the Customer on the Mandatory Redemption Date. The Mandatory Redemption Amount is likely to be substantially less than the Principal Amount and in the worst case scenario, the Mandatory Redemption Amount could be zero. No interest amount shall be payable to the Customer.

#### PAYOUT ILLUSTRATIONS

All figures below are hypothetical and are for illustration purposes only. The illustrative examples do not reflect a complete analysis of all possible potential return or loss scenarios. They are not indicative of the actual or future performance of any Spot Rate. You should not rely on these illustrative examples when making an investment decision.

#### Assumptions:

Tenor: 180 days

Principal Amount and Investment Currency / CNY (offshore) 100,000

Settlement Currency:

Linked Currency Pair: AUD/USD Actual number of days in Interest Period: 180

Ī	Upper Barrier	Lower Barrier	Higher Interest Rate (p.a)	Lower Interest Rate (p.a.)
	Rate	Rate		
	0.7600	0.6400	5.00%	0.50%

#### Scenario 1 - Best Case Scenario

The Barrier Event has not occurred – AUD/USD has never been traded at or above the Upper Barrier Rate AND has never been traded at or below the Lower Barrier Rate at any time during the Monitoring Period

#### **Assumptions:**

Barrier Event has not occurred;

No Alternate Currency Event Designation by the Bank

Customer receives 100% Principal Amount and Interest Amount with Higher Interest Rate of 5.00% p.a. in CNY(offshore) on the Maturity Date

- = CNY(offshore) 100,000 + (CNY(offshore) 100,000 x 5.00% x 180 / 360)
- = CNY(offshore) 102,500.00

#### Scenario 2 - Gain Scenario

The Barrier Event has occurred – AUD/USD has been traded at or above the Upper Barrier Rate OR has been traded at or below the Lower Barrier Rate at any time during the Monitoring Period

#### **Assumptions:**

Barrier Event has occurred

No Alternate Currency Event Designation by the Bank

Customer receives 100% Principal Amount and Interest Amount with Lower Interest Rate of 0.50% p.a. in CNY(offshore) on the Maturity Date

- = CNY(offshore) 100,000 + (CNY(offshore) 100,000 x 0.50% x 180 / 360)
- = CNY(offshore) 100,250.00

#### Scenario 3 - Worst Case Scenario

#### Alternate Currency Event Designation by the Bank

Upon Alternate Currency Event Designation by the Bank, the Bank will pay the Mandatory Redemption Amount in an alternate currency to the Customer on the Mandatory Redemption Date. The Mandatory Redemption Amount is likely to be substantially less than the Principal Amount and in the worst case scenario, the Mandatory Redemption Amount is Zero.

#### Scenario 4 - The Bank becomes insolvent or defaults on its obligations

Assuming that the Bank becomes insolvent during the Tenor of the SIP or defaults on its obligations under the SIP, the Customer can only claim as its unsecured creditor. The Customer may get nothing back and suffer a total loss of his Principal Amount.

# How can you buy this product?

- Please contact the Bank to enquire about the SIP. You can visit any of our branches, call our Customer Service Hotline on 2290 8888 (press 3 after language selection) to inquire about the SIP.
- To place an order for the SIP, you must complete the SIP Order Form for the Bank (by submitting a completed SIP Order Form to the Bank or completing the SIP Order Form over the phone with the Bank). The amount you wish to place in the SIP must be deposited with the Bank on or before the submission of the SIP Order Form.

### Fees and charges

**No subscription fees or other upfront charges** - The Bank's fees are shown on the Bank Charges Schedule available at branches of the Bank. Although there are no explicit charges, any fees and charges incurred by the Bank, whether to enter into underlying investments or hedging arrangements or for operational or administrative purposes and profit margins, if any, are already inherently contained in and subsumed into the calculation of the interest rate and other variables under the SIP.

# 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, and you are a first-time buyer of the SIP, AND
  - a) Your asset concentration is 20% or above; or
  - b) your asset concentration is below 20% AND you do not choose to opt out from the PICOP arrangement; or
- 2) A non-elderly customer who is a first-time buyer of the SIP AND your asset concentration is 20% or above.

For the purpose of determining whether PICOP is applicable, asset concentration refers to the percentage of total net worth (excluding real estate properties) to be invested in this product.

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

Under the Applicable Account Terms and Conditions (as defined below), the Bank may, in certain circumstances, amend, suspend or terminate the SIP. Such circumstances include, without limitation, the occurrence of force majeure events, illegality, the occurrence of an event of default committed by the Customer, or upon any insolvency or bankruptcy proceedings being commenced against the Customer. For details, please refer to the Applicable Account Terms and Conditions.

# Offering Documents for this product

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

This Important Facts Statement which highlights the key features and key risks of the SIP.

The "Term Sheet" means the Term Sheet of the SIP setting out the principal terms and conditions of the SIP.

The "Applicable Account Terms and Conditions" means the Investment Products Consolidated Terms and Conditions or Terms and Conditions for Accounts under Wealth Management Investment Portfolio (Wealth Management Accounts) (as appropriate, depending on through which account the Customer trades the SIP), a copy of which has been provided to the Customer before or when the Customer opened the SIP account with the Bank

You should note that the SIP will be governed by the SIP Documents. In the event of any inconsistency, the inconsistency will be resolved in favour of the document ranking higher in the following order of priority: (a) the SIP Confirmation, (b) the SIP Order Form, (c) the Term Sheet, (d) the Applicable Account Terms and Conditions and (e) this Important Facts Statement.

Terms used in this Important Facts Statement but not otherwise defined herein shall have the meaning provided to it in the other Offering Documents.

#### IMPORTANT LEGAL INFORMATION

The information provided in this Important Facts Statement does not have regard to the specific investment objectives, financial situation and the particular needs of any specific person. The Bank is acting on a principal-to-principal basis and not acting as your advisor or agent or in any fiduciary capacity to you. This Important Facts Statement does not purport to identify all the risks (direct or indirect) or other material considerations which may be associated with you entering into the transaction. Prior to entering into the transaction, you should have determined (after consultation with your own advisors if you deem fit), without reliance upon the Bank or its affiliates, the economic risks and merits, as well as the financial, legal, tax, accounting or other material characterisations and consequences of the transaction and that you are able to assume these risks.