

# Key Facts Statement (KFS) for PowerWealth Flexi Financing Service

Dah Sing Bank, Limited (the "Bank")

PowerWealth Flexi Financing Service
May 2024

# This product is a Revolving Credit Facility.

This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our offer letter for the final terms of your revolving credit facility.

# **Interest Rates and Interest Charges**

# Annualized Percentage Rate (APR)

Loan Amount#	APR
HKD5,000	
HKD20,000	Not applicable
HKD100,000	

#Minimum loan amount is HKD\$500,000 or equivalent

For HKD term loan:

Term loan amount < HKD3Million: Dah Sing Bank's IBOR\* +1.75% to Dah Sing Bank's IBOR\* + 3.0%.

Term loan amount ≥ HKD3Million: Dah Sing Bank's IBOR\* +1.50% to Dah Sing Bank's IBOR\* + 2.0%.

For USD and other major currencies term loan:

Term Loan Amount < equivalent of HKD3Million: Dah Sing Bank's IBOR\* +1.75% to Dah Sing Bank's IBOR\* +3.0%.

Term Loan Amount ≥ equivalent of HKD3Million: Dah Sing Bank's IBOR\* +1.50% to Dah Sing Bank's IBOR\* +2.0%.

\* "Dah Sing Bank's IBOR" refers to the Inter-Bank Offer Rate quoted

	by the Bank. The Dah Sing Bank's IBOR to be applied to the loan depends on the loan currency. Please refer to the Bank's staff for the latest Dah Sing Bank's IBOR applicable to the available loan currency. The interest rate quoted here is for reference only. The interest rate applicable to a customer is subject to his / her financial condition and is solely determined by the Bank.
Annualised Overdue / Default Interest Rate	Not Applicable
Overlimit Interest Rate	Not Applicable
Minimum Payment	Not Applicable

Fees and Charges	
Handling Fee	Not Applicable
Annual Fee / Monthly Fee	Not Applicable
Withdrawal Fee / Transaction Fee	Not Applicable
Late Payment Fee and Charge	Not Applicable
Overlimit Handling Fee	Not Applicable
Returned Cheque Charge / Rejected Autopay Charge	Not Applicable
Lost Card Replacement Fee	Not Applicable

## **Additional Information**

# • Loan Purpose

To provide liquidity / leveraging, based on investment portfolio and / or deposits placed or held with, and mortgaged / charged / pledged to the Bank.

# Acceptable Collateral

Investment portfolio, deposits Note. The acceptable types of collateral are subject to the Bank's final approval.

Note: The proceeds from a spot FX transaction by utilizing the revolving credit facility will be credited into the customer's account as deposit and becomes eligible collateral against which additional credit may be granted to conduct further FX transactions through repeatedly utilizing the additional available credit limit. In effect, customers may leverage their FX investment by using the revolving credit facility until the cap of the credit limit is reached or the additional available credit becomes minimal.

Minimum term loan amount	HKD500,000 or equivalent in non – HKD currency
Assets eligible for collaterals and	Fixed Deposit – 100%
its maximum loan-to-value	

ratio*	Securities – 70%	
	Funds – 90%	
*The eligibility of assets and maximum loan-to-value ratio are subject to the Bank's final approval	Currency Linked Principal Guaranteed Deposit – 100%  Interest Rate Linked Deposit – 100%  Bonds – 80%  Equity Linked Investment – 65%	
Facility Tenor	Options of 1, 3, 6, 12 months and subject to review at maturity	
Principal Repayment	Each advance is repayable in full (together with unpaid interest) at the end of each successive period selected by the customer. The first period commences on the loan drawdown date or on the maturity date and loan principal may be rolled over after initial drawdown and subject to the Bank's discretion and overriding right of repayment on demand.  The borrower should inform the Bank as soon as possible of any difficulty in repaying or servicing the loan.	
Currency	USD, EUR, GBP, CHF, JPY, NZD, CAD, AUD & HKD or other major currencies offered and approved by the Bank for switching from one currency to another	
Loan to Value	Each asset class and collateral will be assigned a loan to value ratio. The maximum loan amount may not at any time exceed the loan-to-value ratio (i.e. outstanding loan amount against discounted collateral value as determined by the Bank) prescribed by the Bank. The loan-to-value ratio ranges from 0% to 100%. For instance, a loan to value ratio of 80% means the Bank may lend up to 80% of the market value of the collateral. Not all types of collateral are subject to the same loan to value ratio and collateral value which are subject to the Bank's final approval.	
Review and Interest Calculation	The facility will be subject to review at maturity.  Interest on any outstanding amount of the Facility shall, until	

	repayment of the outstanding amount in full, i) accrue on daily basis; ii) be calculated on the actual number of days elapsed and on a 365-day or 360-day year basis (for both ordinary and leap years) determined from various currency basis; iii) be settled in cash or become part of the principal on maturity day due to us and bear interest accordingly, as conclusively calculated by the Bank.
Overriding right to demand immediate repayment	The facility will be subject to the Bank's customary overriding right of immediate repayment on demand plus interest.
Event of Default	In the event of default, the Bank shall have the right and is authorized, without prior notice to you, to set-off and / or initiate transfers of and apply all or any of the credit balances of your accounts maintained with the Bank or with any Bank Group Company, in or towards discharging your liabilities.

Key Risks Disclosure	
Exchange Rate Risk (Cross Currency Loan Only)	Foreign exchange rates are highly volatile and are influenced by, among other things, changing supply-demand relationships; trade, fiscal, monetary, political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. Where the loan currency is not your home currency, you will be subject to further risk concerning the exchange rate fluctuation between the loan currency and your home currency. Besides, if the loan currency is different from the currency of the collateral, there may be additional risk on the value of the loan and collateral as a result of the adverse exchange rate movement.
Interest Rate Risk	Interest rates may rise unexpectedly and substantially. The increase in interest rate could increase costs of servicing the loan. Moreover, customer should note that the exact initial interest rate that is applicable will only be determined on the day of loan drawdown. If you have any doubts, please seek advice from your legal advisers.
Collateral Top-Up Risk	If the loan-to-value ratio exceeds the maximum threshold as

	determined by the Bank from time to time, the borrower will be required to provide additional collateral or reduce the outstanding loan or other necessary actions. Otherwise, forced liquidation of the collateral may be conducted or the loan could become due or offered at a higher interest rate at our final discretion under advice to you.
Counterparty Risk	The Bank may have a claim against the borrower if the issuer (for example, the eligible collateral has another issuer) of the collateral becomes insolvent or defaults on its obligations. The Bank may (but shall not be obliged to) review the loan and / or demand immediate full loan payment and / or call for additional collateral in case of any adverse change in credit rating of or default of the relevant issuer.
Loan Recall Risk	The loan is subject to review by the Bank at any time and is also subject to the Bank's overriding right of termination of the facility and repayment on demand. The Bank shall have the right to modify, suspend, cancel or terminate the loan at any time without prior notice.
Rate of Return Risk	There are many factors such as interest rate fluctuation and market condition etc. affecting the returns generated from the collateral and the interest payment for the loan and hence, there is no guarantee of profit.
Conflicts of Interest	Potential and actual conflicts of interest may arise from the different roles played by the Bank in connection with the offering of the loans.

#### **Important Notes:**

- 1. The grant of any loan is subject to the Bank's prior approval and the terms and conditions as set out in the facility letter and this Key Facts Statement does not in any way replace, or modify, the terms and conditions set out in the facility letter (and any related loan or security documents).
- 2. The Bank will not rely on the information provided by any third party (except that the Bank may rely on a credit report obtained from a credit reference agency) in considering your loan application and all loan applications are subject to the Bank's usual credit assessment approval procedure.

- 3. The Bank will not authorize any third party to refer a potential borrower to the Bank if that third party will charge any loan-related fee to the borrower. The Bank will not proceed with a loan application if the Bank becomes aware that the borrower has been referred to the Bank by a third party (whether authorised or not) which charges any loan-related fee to the borrower.
- 4. Borrowers have to repay their own loans and should not pay any intermediaries.
- 5. Borrowers should meet all scheduled principal repayments and aggregate interest payments over the entire intended loan period.
- 6. Borrowers should repay on demand the entire sum owed under the loan facility if demanded by the Bank.
- 7. The Bank and / or any of its associates would benefit from the offering of this product.
- 8. This Key Facts Statement does not constitute any offer, invitation, solicitation, recommendation or advice for making any application for or entering into any transaction by any person and the information contained in this document is provided for your reference only.
- 9. You should not rely on the above information alone to make any borrowing decisions. Before making such decision, you should understand the nature, terms and risks of relevant products / services and undertake your own research and assessment and if necessary, seek independent advice to carefully consider whether the products / services are suitable in light of your own financial need.
- 10. No indication, representation, guarantee or other assurance as to the outcome of your application for this product has been or will be given to you by or on behalf of the Bank. If you are in doubt as to the contents of this Key Facts Statement, you should seek independent professional advice.
- 11. If this Key Facts Statement is made available in English and Chinese, the English version shall prevail to the extent of any inconsistency between the English and Chinese version. Chinese version is provided for reference only.
- 12. In the event that the Bank determines that the value of collateral with reference to prevailing market prices and exchange rates falls below the required amount of collateral (whether because of foreign exchange movements, diminution in the value of the security or otherwise) for securing any outstanding amount under the facilities and any other loans granted by the Bank to the customer from time to time (together with any interest and charges accrued thereon), customers may be required to provide additional security acceptable to the Bank and / or reduce such outstanding amount (which may need to be done at short notice), failing which the Bank may uplift, realize, collect or sell (as the Bank may think fit and without being liable for any loss to you) all or any part of the collateral without any prior notice to you, and to apply the proceeds in or towards satisfaction of your indebtedness owing to the Bank. The Bank may not be able to sell collateral at the market price and you will be liable for any costs or expenses incurred in selling the collateral.

# Worst case scenario for *PowerWealth* Flexi Financing Service

- 1. Margin level will then be calculated by deducting the loan amount (credit exposure) from the market value of the collateral (i.e. current margin level = collateral market value outstanding loan).
- 2. The current margin level will be compared with three margin requirements on portfolio basis which are used to ensure a constant maintenance of a complete coverage of the credit exposure against the collateral held. The three margin requirements are:
  - a. Initial Margin the minimum amount of customer's margin required when opening a leveraged position
  - b. Maintenance Margin Level of customer's margin at which a "margin call" will be issued to ask a customer to restore initial margin
  - c. Close Out Margin Level of customer's margin at which the bank will trigger to liquidate the available collateral and apply the proceeds to reduce its exposure
- 3. The margin requirements were calculated by multiplying the market value of the securities by their margin requirement %. The margin requirement on portfolio basis was the sum of margin requirement of each underlying securities.
- 4. In general, the initial margin % equals "100% LTV of the securities" since "Initial Margin" is defined as the minimum amount of customer's margin required when opening a leveraged position. "Maintenance margin" % will be set lower than the "Initial Margin" % and the "Close Out Margin" % will be lower than "Maintenance Margin" %.
- 5. When margin level falls below the "Maintenance Margin" but above "Close Out Margin", margin call will be required. Clients' top-up will need to be done within 7 days.
- 6. In case of further deterioration of the collateral value and the margin level falling below the "Close Out Margin", close-out actions will be triggered immediately.
- 7. Please find below some descriptions on the margin control illustration

## Day 0:

 Client wanted to borrow loan backed by a portfolio of securities including fixed deposits, bonds and equities.

- The market value of all collateral was HKD14 million. Based on the designated LTV% and the market value of the securities, the loanable value of the collateral was HKD10 million at portfolio level.
- Client at the end borrowed HKD10 million loan. The current margin level was HKD 4 million (Collateral market value HKD14 million Outstanding Loan HKD10 million).

## Day 1

- The total collateral market value dropped from HKD14 million to HKD13.5 million.
- The current margin level dropped from HKD4 million to HKD3.5 million (collateral market value HKD13.5 million Outstanding Loan HKD10 million).
- The difference between the current margin level and the three margin requirement was:

vs Initial Margin level	- HKD0.3 million	[HKD3.5 million-HKD3.8 million]
vs Maintenance Margin level	HKD0.7 million	[HKD3.5 million-HKD2.8 million]
vs Close Out Margin level	HKD1.6 million	[HKD3.5 million-HKD1.9 million]

 Since the current margin level was still higher than the maintenance margin level, no action is required

### Day 2

- The total collateral market value dropped from HKD13.5 million to HKD12.5 million
- The current margin level dropped from HKD3.5 million to HKD2.5 million (collateral market value HKD12.5 million Outstanding Loan HKD10 million).
- The difference between the current margin level and the three margin level was:

vs Initial Margin level	- HKD0.9 million	[HKD2.5 million - HKD3.4 million]
vs Maintenance Margin level	- HKD0.1 million	[HKD2.5 million - HKD2.6 million]
vs Close Out Margin level	HKD0.8 million	[HKD2.5 million - HKD1.7 million]

Since the current margin level is now lower than the maintenance margin level by HKD 0.1 million, margin call was triggered. Clients are required to transfer assets in or repay loan to bring the current margin level back to Initial Margin Level within 7 days. In the above case clients will need to top up HKD 0.9 million collateral assets

#### Day 3

- Equity value dropped by another 25%, bond price dropped by another 10%. The total collateral market value dropped from HKD12.5 million to HKD11 million
- The current margin level dropped from HKD2.5 million to HKD1 million (collateral market value HKD11 million –Outstanding Loan HKD10 million).

- The difference between the current margin level and the three margin level was:

vs Initial Margin level	- HKD1.7 million	[HKD1 million - HKD2.7 million]
vs Maintenance Margin level	- HKD1.0 million	[HKD1 million - HKD2 million]
vs Close Out Margin level	- HKD0.3 million	[HKD1 million - HKD1.3 million]

- Current margin level worsened and dropped below close out margin level. Clients' position will be forced to close out immediately

To borrow or not to borrow? Borrow only if you can repay!

The service(s) / product(s) mentioned herein is / are not targeted at customers in the EU.

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