

TERMS & CONDITIONS
HSBC Amanah Fusion Business Package (“this Programme”)

This Amended Terms and Conditions for “HSBC Amanah Fusion Business Package (“this Programme”) will supersede the existing Terms & Conditions with effect from **1 January 2021**.

The Campaign Period, Financing Offer for HSBC Amanah Fusion Elite Package in Clause 9 (c) i and Business Management Solution fee waiver in Clause 10. i (a) & (b) has been amended in bold, underlined and struck through to reflect the new amendments.

This Programme shall run from 1 July 2019 at 09.00 Malaysian local time until 31 December 2021 ~~31 December 2019~~ ~~30 June 2020~~ ~~31 December 2020~~ at 23.59 Malaysian local time (“**Campaign Period**”). HSBC Amanah Malaysia Berhad (Company No. 807705-X) will be referred to as “**HSBC Amanah**”.

1. This Programme is open to new or existing HSBC Amanah Retail Business Banking customers with any of the following participating products:
 - a. 1 Biz Account-i;
 - b. Basic Current Account-i; or
 - c. HSBC Amanah Business Premises Financing-i.

AND have selected a HSBC Amanah Fusion Business Package (“Business Package”) during the Campaign Period (collectively referred to as “**Eligible Customers**”).

2. Under this Programme, Eligible Customers may enjoy offers for their selected Business Package as well as waiver of Monthly Package Fees and the Retail Banking Proposition (both subject to Eligible Customers meeting the prerequisite ITRB as defined below) during the **Campaign Period**.

THE PROGRAMME OFFERS

Waiver of Monthly Package Fees (Applicable to HSBC Amanah Fusion Essential and HSBC Amanah Fusion Elite only).

3. Under this Programme, Eligible Customers who meet the Integrated Total Relationship Balance (“**ITRB**”) criteria in Table A below during the Campaign Period for the relevant Business Package will enjoy waiver of Monthly Package Fees. If Eligible Customers do not maintain the prescribed ITRB, Eligible Customers will be charged the applicable Monthly Package Fees and the amount will be deducted from the Eligible Customer’s 1 Biz Account-i or Basic Current Account-i the following month. In the event HSBC Amanah is unable to deduct the Monthly Package fees from the Eligible Customer’s 1 Biz Account-i or Basic Current Account-i, HSBC Amanah may terminate the Eligible Customer’s participation in this Programme.

Table A

Business Package Type	HSBC Amanah Fusion Basic	HSBC Amanah Fusion Essential	HSBC Amanah Fusion Elite
Monthly Package Fees	RM 18 / month	RM 38 / month	RM 88 / month
ITRB Criteria for Monthly Package Fees Waiver	NA	RM50,000	RM200,000

4. The waiver of Monthly Package fees offers is only applicable to HSBC Amanah Fusion Essential Business Package and HSBC Amanah Fusion Elite Business Package.
5. Eligible Customers are allowed to switch Business Packages during the Campaign Period. A successful switch of the Business Package will only be effective one (1) month after the submission of a completed Business Package Maintenance Form to HSBC Amanah.

6. Eligible Customers may also request to cancel its participation in the Programme by completing the Business Package Maintenance Form and returning the same to HSBC Amanah. Once approved, Eligible Customers will no longer enjoy the waiver of Monthly Package Fees and any other applicable offers under this Programme.

7. Offers for HSBC Amanah Fusion Basic Package

Eligible Customers who sign up for the HSBC Amanah Fusion Basic Package will enjoy the below offers:

- (a) Business Account:
 - i. Foreign Currency Account-i, which includes Foreign Currency Savings Account-i and Foreign Currency Term Deposits Account-i
 - ii. Business ATM Card.
 - iii. Payroll Services including Statutory Payments with Standard Payment Templates.
- (b) Digital Banking
 - i. Waiver on the monthly HSBCnet fee of RM30.
 - ii. Waiver on DuitNow transaction below RM5,000 (per transaction).
 - iii. Real-time foreign exchange rates for HSBCnet Payment transactions and inter-account transfers at board rate.

8. Offers for HSBC Amanah Fusion Essential Package

Eligible Customers who sign up for the HSBC Amanah Fusion Essential Package will enjoy all of the HSBC Amanah Fusion Basic Package offerings plus the below offers:

- (a) Business Account
 - i. Term Deposit-i preferential rate for placement above RM500,000.
- (b) Digital Banking
 - i. Waiver on local online transaction fees i.e Bill Payment, GIRO, JomPAY Payments, Intra-bank Fund Transfer and RENTAS.
 - ii. Real-time foreign exchange rates for HSBCnet Payment transactions and inter-account transfers at the essential preferential rate.

9. Offers for HSBC Amanah Fusion Elite Package

Eligible Customers who sign up for HSBC Amanah Fusion Elite Package will enjoy all of the HSBC Amanah Fusion Essential Package offerings plus the below offers:

- (a) Business Account
 - i. Payroll Services including Statutory Payments with the Customized Payment Templates.
- (b) Digital Banking
 - i. Waiver on DuitNow on all transaction amount.
 - ii. Waiver on International Payments which include Inward Remittance Telegraphic Transfer (RM5) and Outward Remittance Telegraphic Transfer (RM25) that successfully transacted in HSBC Amanah's records initiated from local currency account(s) through HSBCnet Priority Payment and International Inter Account Transfer (IAT). The waiver does not cover intermediary charges.
 - iii. Real-time foreign exchange rates for HSBCnet Payment transactions and inter-account transfers at the elite preferential rate.

- (c) Financing
 - i. ~~Unsecured Overdraft up to RM200,000 subject to the credit evaluation and the approval is at the sole discretion of HSBC Amanah.~~
 - ii. HSBC Amanah Business Premises Financing-i at preferential rate, subject to credit evaluation and the approval is at the sole discretion of HSBC Amanah.

Eligible Customers who sign up for the HSBC Amanah Fusion Essential or HSBC Amanah Fusion Elite Business Package will also enjoy the below offers:

10 i. Business Management Solution offered by High Pines Training & Consultancy Sdn Bhd (“Merchant”)

- (a) Eligible Customers can subscribe to the Merchant’s Business Management Solution and enjoy a three (3) ~~six (6)~~ months fee waiver on the respective QuickBooks packages as per below (Table X):

Table X

HSBC Amanah Fusion Business Package	Merchant’s QuickBooks Package Type
HSBC Amanah Fusion Essential	Essential Package
HSBC Amanah Fusion Elite	Plus Package

- (b) After the expiry of the three (3) ~~six (6)~~ months fee waiver period, if an Eligible Customer wishes to continue with the selected QuickBooks Package, the Eligible Customer is advised to deal directly with the Merchant, failing which the Eligible Customer’s subscription to the selected QuickBooks Package will be terminated. Any subsequent arrangement beyond the three (3) ~~six (6)~~ months waiver period will be subject to the Merchant’s terms & conditions.
- (c) Table Y sets out the different features of QuickBooks for both Essential and Plus package. Eligible customers should acknowledge the features are subjected to changes and the Terms & Conditions of the Merchants.

Table Y

	Essentials	Plus
GET STARTED		
Includes free updates and new features as they become available	√	√
Free Support	√	√
Access key features from your mobile browser	√	√
Number of users	3	25
Accountant Access	√	√
Number of reports	40+	65+
TRACK SALES AND EXPENSES		
Track sales, expenses & profit	√	√
Unlimited customer invoicing	√	√
FASTER BOOKKEEPING		
Pre-configured with Malaysian Tax Rates	√	√
Company Snapshot : see the state of your business in one screen	√	√
Manage supplier bills & payments	√	√
Handle multiple currencies	√	√
PLAN FOR YOUR GROWING BUSINESS		
Track Inventory		√
Create budgets and compare to actual performance		√
Track income and expenses by job or project		√
Track data for multiple business locations		√

- (d) To enjoy the above mentioned Quickbooks Offer, Eligible Customers are required to visit HSBC Amanah website at www.hsbcamanah.com.my and click on the “sign up” link for Quickbooks. Eligible Customer will then be redirected to the Merchant’s webpage to continue with the sign up process.

ii. Retail Banking Proposition:

- (a) Under this Programme, Eligible Customers who maintained the ITRB criteria in Table Z below during the Campaign Period may enjoy the corresponding Retail Banking Proposition. If Eligible Customers do not maintain the prescribed ITRB, Eligible Customers will be charged the applicable Monthly Package Fees and the HSBC Amanah Advance / Premier Account-i Fee on the Nominated Individual’s (defined below) individual account if the Nominated Individual HSBC Amanah Advance/Premier account does not meet the retail HSBC Amanah Advance/Premier eligibilities.
- (b) This Retail Banking Proposition is open to Eligible Customers’ business owner(s) with or without existing Advance / Premier personal banking relationship. Eligible Customer must nominate 1 (one) business owner (“**Nominated Individual**”) to participate in the Retail Banking Proposition. The Nominated Individual has to complete the ITRB Form and submit the same to HSBC Amanah.

Table Z

HSBC Amanah Fusion Essential Package (ITRB ≥ RM50,000)		
Retail Banking Proposition	Nominated Individual who has an existing HSBC Amanah Advance Account-i	Nominated Individual who does not have an existing HSBC Amanah Advance Account-i
1(one) x HSBC Amanah Advance Account-i	<ul style="list-style-type: none"> Waiver of monthly HSBC Amanah Advance Account-i Fee as long as ITRB criteria is met 	<ul style="list-style-type: none"> HSBC Amanah Advance Account-i opening without the need to satisfy the Advance eligibility Waiver of monthly HSBC Amanah Advance Account-i Fee as long as ITRB criteria is met
HSBC Amanah Fusion Elite Package (ITRB ≥ RM200,000)		
Retail Banking Proposition	Nominated Individual who has an existing HSBC Amanah Premier Account-i	Nominated Individual who does not have an existing HSBC Amanah Premier Account-i
1(one) x HSBC Amanah Premier Account-i	<ul style="list-style-type: none"> Waiver on monthly HSBC Amanah Premier Account-i Fee as long as ITRB requirement is met 	<ul style="list-style-type: none"> HSBC Amanah Premier Account-i opening without the need to satisfy the Premier eligibility Waiver of monthly HSBC Amanah Premier Account-i Fee as long as ITRB requirement is met

- (c) Examples when Eligible Customer's 1 Biz Account-i/Basic Current Account-i/Business Premises Financing-i and Nominated Individual's personal Premier/Advance account-i will be charged or waived of the Monthly Package fee and/or Premier/Advance Account Fee:

Table ZA

HSBC Amanah Fusion Basic Package		
ITRB Criteria	HSBC Amanah Fusion Business Package Fee	Retail Account Fee
NA	RM 18/month*	NA
HSBC Amanah Fusion Essential Package		
ITRB Criteria	HSBC Amanah Fusion Business Package Fee	HSBC Amanah Advance Account-i Fee
≥ RM 50,000	Waived	Waived
< RM 50,000	RM 38/month*	RM 10/month (if Nominated Individual failed to meet the Advance eligibility)
HSBC Amanah Fusion Elite Package		
ITRB Criteria	HSBC Amanah Fusion Business Package Fee	HSBC Amanah Premier Account-i Fee
≥ RM 200,000	Waived	Waived
< RM 200,000	RM 88/month*	RM 150/month (if Nominated Individual failed to meet the Premier eligibility)

*Please refer to Clause 3 in the event where HSBC Amanah is unable to deduct the Monthly Package Fee from the Eligible Customer's account.

- (d) In the event where Eligible Customers no longer subscribe to any HSBC Amanah Fusion Business Packages, Eligible Customers will no longer be entitled to the Retail Banking Proposition.

DEFINITION

- 11. "Integrated Total Relationship Balance" ("ITRB")** means Eligible Customer's overall relationship with HSBC Amanah that takes into account total relationship balance of Eligible Customer's Participating Account and total relationship balance of a customer's Personal Account. ITRB is the daily end day balance divided by the number of days for that month. "Personal Account" refers to Deposits in Current Account/-i, Savings Account/-i, Time/Term Deposits-i, investments in Unit Trust funds/Shariah-compliant Unit Trust funds, Structured Investments-i and /or Direct Retail Bond, and/or Cash value from Takaful/Life Insurance products with investment-lined and savings components.

**GENERAL TERMS AND CONDITIONS APPLICABLE TO WAIVER OF MONTHLY PACKAGE FEES AND
RETAIL BANKING PROPOSITION**

12. Eligible Customers who no longer participate in this Programme will cease to enjoy the waiver of Monthly Package Fees, the Retail Banking Proposition as well as the offerings associated with the selected Business Package covered under this Programme. The Eligible Customer's and/or individual customer's HSBC Amanah product(s) will then be subject to the corresponding product's terms and conditions as determined by HSBC Amanah.

GENERAL TERMS AND CONDITIONS

13. HSBC Amanah reserves the right at their absolute discretion to amend, delete or add to these Terms and Conditions from time to time with three (3) days' prior notice and such amended terms and conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.
14. HSBC Amanah reserves the right at its absolute discretion to provide any benefit offered under this Programme.
15. HSBC Amanah reserves the right to cancel, terminate or suspend this Programme with three (3) days' prior notice. For the avoidance of doubt, cancellation, termination or suspension of this Programme shall not entitle the Eligible Customers to any claim or compensation against HSBC Amanah for any and all losses or damage suffered or incurred by the Eligible Customers as a direct or indirect result of the act of cancellation, termination or suspension.
16. HSBC Amanah shall only be liable for any loss or damage suffered or incurred as a direct result of HSBC Amanah's gross negligence and shall not be liable for any other loss or damage of any kind such as loss of income, goodwill or indirect, incidental, exemplary, punitive, consequential or special loss or damage howsoever arising, whether or not HSBC Amanah have been advised of the possibility of such loss or damage.
17. To the fullest extent permitted by law, HSBC Amanah expressly excludes and disclaims any representations, warranties, or endorsements, express or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose in respect of this Programme.
18. HSBC Amanah may use any of the following modes to communicate notices in relation to this Programme to the Eligible Customers:
- i. individual notice to the Eligible Customers (whether by written notice or via electronic means) sent to the Eligible Customers latest address/email address as maintained in HSBC Amanah's records;
 - ii. press advertisements;
 - iii. notice in the Eligible Customers' composite statement(s);
 - iv. display at its business premises; or
 - v. notice on HSBC's internet website(s);
- where such notices shall be deemed to be effective on and from the 4th day after its delivery/publication/display as per the manner described herein. Save and except for notices sent via ordinary mail which will be deemed delivered on the 3rd day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/ publication/display.
19. These Terms and Conditions are in addition to the existing respective terms and conditions which regulate the provision of the products and services referred to in this Programme. In the event of inconsistency between these Terms and Conditions and the existing respective product and service terms and conditions, these terms and conditions shall prevail.

- 20.** The existing terms and conditions applicable to the products and services referred to in this Terms & Conditions are available as follows:

Universal Terms & Conditions of HSBC Amanah available at www.business.hsbc.com.my are:

- (i) Generic Terms & Conditions for Commercial Banking; and
- (ii) Specific Terms & Conditions for Commercial Banking; and

Universal Terms & Conditions of HSBC Amanah available at www.business.hsbc.com.my are:

- (iii) Generic Terms & Conditions for HSBC Amanah Premier and HSBC Amanah Advance; and
- (iv) Specific Terms & Conditions for HSBC Amanah Premier and HSBC Amanah Advance

- 21.** The Eligible Customers shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to the Programme.
- 22.** HSBC Amanah shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of HSBC Amanah.
- 23.** HSBC Amanah's decision on all matters relating to this Programme and in case of any dispute will be final and binding on all Eligible Customers and no correspondence will be entertained.
- 24.** By participating in this Programme, the Eligible Customers agree(s) to be bound by these Terms and Conditions and the decisions of HSBC Amanah.