

美國身分聲明 United States Status Certification

1 根據海外帳戶稅收合規法案定義，客戶或其最終受益人是不是美國人？ Is the Client or the Client's ultimate beneficial owner a United State Person ("U.S. Person") defined under the Foreign Account Tax Compliance Act ("FATCA")?

否 No / 是 Yes, TIN is 美國聯邦納稅人識別碼是: _____

2 對於具以下明細的個人客戶，請剔取合適的方格。 For individual Client who has the below particular(s), please tick the appropriate box(es).

- 出生地為美國 U.S. place of birth
- 郵寄或永久地址為美國 U.S. mailing or residence address (including a U.S. post office box)
- 美國電話號碼 U.S. telephone number
- 常設授權將資金轉至設在美國的帳戶 Standing instruction to transfer funds to an account maintained in the United States
- 授予擁有美國地址的人士代理權或簽名權 Power of attorney or signatory authority granted to a person with a U.S. address
- 提供一個轉交地址或代存郵件地址 An "in-care-of" or "hold mail" address that is the sole address
- 以上全部不是 None of the above

以下只供法團 Below for Corporation Only

3 外國帳戶稅務遵守法案定義，法團客戶被定義為不參與之海外金融機構嗎？

For corporation, is the Client a Non-Participating Foreign Financial Institution (Non-Participating "FFI") defined under FATCA?

否 No / 是 Yes

4 若果以上條目的答案為"否"，請註明在海外帳戶稅收合規法案定的身份。

If the answer is No in the above, please specify the FATCA status.

- 不是海外金融機構，請答以下問題 not an FFI, please go to next question
- 已註冊，全球中介人識別碼是 registered FFI, GIIN is _____
- 已註冊或經驗證的視作合規海外金融機構 registered or certified deemed-compliant FFI
- 其他，請註明 other, please specify : _____

5 客戶就此確認沒有美國人對客戶作重大控制(百分之十或以上控制權)？

The Client certifies that the Client has no substantial (10% or more ownership) U.S. owner?

- 否 No, 有美國人對客戶作重大控制 the Client has substantial U.S. owner
- 是 Yes

本人在此聲明本人已查閱此聲明之內容，並盡本人所知及確信，聲明內容均屬真實，正確及完整。

本人同意如以上聲明有變更，將於 14 日內通知貴公司。 I declare that I have examined the information on this certification and to the best of my knowledge and belief; it is true, correct, and complete. I will inform your company within 14 days if any information herein becomes incorrect.

SV

客戶簽署(公司蓋章)Client's Signature (With Company Chop)

客戶姓名 Client Name _____

客戶號碼 Client No _____

日期 Date _____

註：請聯名帳戶每位持有人各自填寫一份聲明書。 Please complete a separate self-certification for each joint account holder.

For Official Use Only

Checked by

Date:

外國帳戶稅務遵守法案

- (a) 客戶同意經紀或其任何關聯公司或提供服務的第三方可對任何稅務及規管部門，就本地/海外/國際稅務法例、規例、強制執行/合規/稅務資料交換協議/約定而言不時直接或間接承擔責任（「稅務規定」）。
- (b) 客戶將會應經紀不時向客戶就上述稅務規定提出的要求，以經紀指定的表格/格式提供任何資料，包括（但不限於）相關政府/稅務部門要求的書面陳述、證明、聲明及/或任何稅務表格/證明（連同所須的簽名）。客戶亦確保本協議項下的任何繼承擁有人及/或收款人將會在及時的基礎上向經紀提供上述資料。
- (c) 若有任何情況令客戶或其實益擁有人的納稅人身份改變，包括但不限於更改國籍、公民身分、通常居住地、電話號碼或地址，客戶將會立即以書面知會經紀。
- (d) 客戶同意經紀收集上述資料乃屬合理及合適。客戶同意，將上述資料連同經紀就本協議收集的任何其他資料與經紀的任何關聯公司或相關政府/稅務部門共用及轉移。上述過程及相關的資料程序或會涉及將資料轉移至香港特別行政區以外，亦可涉及在中介人、服務供應商、交易對手或政府團體/部門之間轉移資料。如轉移涉及收款人或第三方資料，客戶同意已向其取得所有必要的同意，以按照此條款同意上述事項。客戶需向經紀繳付有關於因客戶的納稅人身份而需與相關政府/稅務部門共用及轉移上述資料的費用，此費用將由經紀通知客戶。
- (e) 儘管任何其他條文，客戶將不會行使任何適用規例下之權利以阻止經紀收集或共用上述資料或妨礙經紀履行涉及客戶或客戶繼承人或利益繼承人（或本協議下的現時/未來收款人）之稅務規定。
- (f) 客戶同意經紀擁有絕對酌情權或提供服務的第三方，可根據適用稅務規定，或以經紀絕對之意見，為了符合任何政府團體/部門或稅務部的要求或規定，可保留應付予客戶的任何款項（「保留款項」），並將款項直接或間接交予稅務部門及/或有關團體。
- (g) 客戶同意接受所有與保留款項有關及相聯的所有風險。在任何情況下，客戶不可以由於或有關於保留款項向經紀或其關聯公司作出損失、損害、補償、成本及開支的任何申索。

* 如本文件的中英文版本有歧義，概以英文版本為準。

Foreign Account Tax Compliance Act

- (a) The Client agrees that the Broker or any of its associated companies or the third party service provider may undertake obligations (“tax requirements”) from time to time, directly or indirectly, any tax and regulatory authorities in relation to local/foreign/international tax legislation, regulations, enforcement/compliance/tax information exchange agreements/treaties.
- (b) The Client will provide the Broker with any information in the Broker’s prescribed forms/ format including but not limited to written statements, certification, declaration and/or any tax form/certificate required by the relevant government/tax authorities (with required signatures), that the Broker may request the Client from time to time. The Client will also ensure that any successor owner and or/payee under the Agreement will provide the Broker with the above information on a timely basis.
- (c) The Client will notify the Broker immediately in writing of any circumstances that could result in a change to the taxpayer status of the Client or its beneficial owner, including but not limited to any change of nationality or citizenship or residence or telephone number or address.
- (d) The Client agrees that it is reasonable and appropriate for the Broker to collect the above information. The Client agrees to the transfer and sharing of the above information, together with any other information collected by the Broker in respect of the Agreement, with other associated companies of the Broker and also with the relevant government/tax authorities. The above process together with the related data processes may involve a transfer of information outside Hong Kong and may also involve the transfer of data through intermediaries, service providers, counter-parties or government bodies/authorities. If a payee or third party information is involved in any of the transfer, the Client agrees that the Client has obtained all necessary consent from him/her/it in providing the agreement under this Clause. The Client shall pay to the Broker a fee to be notified by the Broker in relation to the transfer and sharing of the above information with the relevant government/tax authorities due to the Client’s tax status.
- (e) Notwithstanding any other provisions, the Client shall not exercise any right under any applicable regulations that would prevent the Broker from the collection or sharing of information as mentioned above or from meeting the tax requirements in relation to the Client or the Client’s heirs or successors in interest (or current/future payees under this Agreement).
- (f) The Client agrees that the Broker has the sole and absolute discretion to or the third party service provider may withhold any payment due to the Client and to remit the withheld amount (the “Withholding Payment”) directly or indirectly to the taxation authority and/or relevant bodies under the applicable tax requirements or in the Broker’s absolute opinion, for the purpose of complying with the requests or requirements of any government bodies/authorities or taxation authority.
- (g) The Client agrees to accept all risks related to and associated with the Withholding Payment. In any event, the Client shall not claim against the Broker or the Broker’s Affiliates for any loss, damages, compensation, costs and expense as a result of or in relation to the Withholding Payment.

* In case of discrepancies between the English and Chinese versions of this document, the English version shall prevail.