



Supplement Terms & Conditions

Please read the “Client Trading Master Document – Terms & Conditions” together with this supplement Terms & Conditions. It forms parts of the “Client Trading Master Document – Terms & Conditions”

PART II – STANDARD TERMS

5. Investment Suitability

5.1 If the Company solicits the sale of or recommend any financial product to the Client, the financial product must be reasonably suitable for the Client having regard to the Client’s financial situation, investment experience and investment objectives. No other provision of this agreement or any other document the Company may ask the Client to sign and no statement the Client may ask the Client to make derogates from this Clause.

Note: “Financial product” means any securities, futures contracts or leveraged foreign exchange contracts as defined under the SFO. Regarding “leveraged foreign exchange contracts”, it is only applicable to those traded by persons licensed for Type 3 regulated activity.

PART VI - NOTES RELATING TO THE COMMON REPORTING STANDARD (CRS) AND THE FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

1. Definition

In this part, the following terms shall bear the following meanings:

“Account Holder” means the person listed or identified as the holder of a financial account by the Financial Institution that maintains the account. This is regardless of whether such person is a flow-through Entity. Thus, for example, if a trust or an estate is listed as the holder or owner of a financial account, the trust or estate is the Account Holder, rather than the trustee or the trust’s owners or beneficiaries. Similarly, if a partnership is listed as the holder or owner of a financial account, the partnership is the Account Holder, rather than the partners in the partnership. A person, other than a Financial Institution, holding a financial account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, intermediary, or legal guardian, is not treated as the Account Holder. In these circumstances that other person is the Account Holder. For example in the case of a parent/child relationship where the parent is acting as a legal guardian, the child is regarded as the Account Holder. With respect to a jointly held account, each joint holder is treated as an Account Holder.

“CRS” means the Common Reporting Standard. It is new information – gathering and reporting requirement for financial institutions in participating counties or jurisdictions (such as Hong Kong), to help fight against tax evasion and protect the integrity of tax systems.

“FATCA” means:

The Foreign Account Tax Compliance Act and includes:

- (i) Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;



- (ii) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with (i) including any agreement entered into by the government of Hong Kong; and
- (iii) any laws, rules, regulations, interpretations or practices adopted in the U.S., Hong Kong or elsewhere pursuant to any of the foregoing.

“Foreign Law Requirement” means:

Any obligation imposed on the Company and/or any of the Celestial Group pursuant to any future or present:

- (i) foreign laws, rules and/or guidelines (including any foreign laws, rules and guidelines in respect of which the Company and/or the Celestial Group in its/their absolute discretion considers itself/themselves to be bound by); and
- (ii) foreign laws that the Company and/or the Celestial Group is/are subject to as a result of the agreement with the Hong Kong government and for the avoidance of doubt, shall include any obligation or requirement that the Company and/or the Celestial Group is/are subject to pursuant to CRS/FATCA.

“IRD” means the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region

“IRS” means the U.S. Inland Revenue Department

“Self-certification” means a formal declaration that the Account Holder makes in connection with his/her/its tax residence. For accounts opened before 1 January 2017, the Company is required to identify the Account Holder’s tax residency based on existing account information. The Company may ask the Account Holder to provide a self-certification and/or additional information to confirm his/her/its tax residency. For new accounts opened on or after 1 January 2017, the Company is required to obtain a self-certification to establish the Client’s tax residency.

“Tax residency” means the Client’s tax residency is the country where the Client is resident/registered for tax purpose. Each country has its own rules for defining tax residence.

“TIN” means Jurisdiction of Residence and Taxpayer Identification Number or its Functional Equivalent. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction. Some jurisdictions do not issue a TIN. However, these jurisdictions often utilise some other high integrity number with an equivalent level of identification (a “functional equivalent”). Examples of that type of number include: (a) (for individuals) a social security/insurance number, citizen/personal identification/service code/number, and resident registration number; (b) (for Entities) a Business/company registration code/number.

“U.S.” means the United States of America

2. Client’s undertaking to provide information

2.1 The Client acknowledges and agrees to provide the Company with any and all information, document



and supporting materials (the “information”) that the Company shall in its sole and absolute discretion considers necessary in order for the Company and/or any members of the Celestial Group, to comply with Hong Kong Law and/or the Foreign Law Requirement. For the avoidance of doubt, the Information shall include those related to the Client and any relevant third parties, which shall include but not limited to:

- (a) the ultimate beneficial owner of the Account;
- (b) the person with control of the Account as an attorney;
- (c) the person who receive payments/stocks from the Account; and
- (d) any other person identified by the Company in its sole and absolute discretion to be connected with the Client in any respect.

2.2 The Client further acknowledges and agrees that its obligation to disclose the Information to the Company shall be an ongoing obligation. The Client shall disclose the Information to the Company at Account opening, and shall notify the Company of any changes to the Information forthwith without delay.

2.3 The Client acknowledges and agrees to provide the completed Self-certification form(s) and/or further information, if needed, to the Company and/or the Celestial Group under the Hong Kong Inland Revenue Ordinance, and agrees that it is the Client’s sole responsibility to seek independent legal and / or tax advice on any such legal and / or tax consequences (in all applicable jurisdictions) before making this self-certification. The Client acknowledges and confirms that neither the Company and the Celestial Group nor anyone on the behalf of the Company and the Celestial Group has given the Client any legal and / or tax advice in that regard.

2.4 If any change in circumstances which affects the tax residency status or causes the information in self-certification to become incorrect, the Client represents, warrants a suitably updated self-certification form within 30 calendar days of such change in circumstances.

3. Disclosure of Client’s information

3.1 The Client acknowledges and agrees that, under certain circumstances (including if the Company does not receive a valid Self-certification from the Client) or when so requested by the IRD or IRS, the Company may be obliged to disclose, report or share such information of the Client to any person, entity, government body, agency or regulator (within or outside Hong Kong) as the Company shall in its absolute discretion deems appropriate or necessary, in order to comply with the Hong Kong Law and/or Foreign Law Requirement. In such cases, the Company and/or the Celestial Group are/is usually under a duty of secrecy and will not be able to notify the Client or seek his/her/its consent in relation to such release of information. In addition, the Client acknowledges and agrees that such information and information regarding the Account Holder and any reportable account(s) may be reported by the Company and the Celestial Group to IRD and exchanged with the tax authorities of another jurisdictions in which the Account holder and/or any other person connected with the Account holder may be resident for tax purpose, pursuant to the legal provisions for exchange of financial account information provided under the Hong Kong Inland Revenue Ordinance (Cap.112). The Company shall not be liable to the Client for the use of such information by the third party.

3.2 The Client acknowledges and agrees that the information mentioned in Clause 3.1 above shall include, but not limited to, account number of Client’s Account(s), amount of interest or dividends paid or



credited to Client's Account(s), the account balance or value, the name, address, place of birth, date of birth, jurisdiction(s) of tax residence, taxpayer identification number(s) (TINs) and social security number or employer identification number or taxpayer identification number (when appropriate) of the Client, and such other information as may be required by the IRD, IRS or other relevant authorities in compliance with Hong Kong Law and/or Foreign Law Requirement.

3.3 The Client represents, warrants and confirms that the Information from time to time provided to the Company and/or the Celestial Group is/are, and shall remain true, complete and accurate throughout the term of the Terms & Conditions.

4. Consent to deduct and withhold

4.1 The Client acknowledges and agrees that notwithstanding any other provisions of the Terms & Conditions:

- (i) Any amount in the Account(s) may be subject to withholding and deduction as the Company shall, at its sole discretion, consider necessary;
- (ii) Any sum that may be payable by the Company to the Client shall be subject to all applicable laws and regulations, any withholding tax requirements, foreign exchange restriction or control;
- (iii) The monies so withheld by the Company pursuant to this Clause 4 could be held by the Company in whatever manner as the Company shall at its sole and absolute discretion thinks fit.

4.2 The Client acknowledges and agrees that the Company shall have the full authority and for the purpose of complying with its obligations under Hong Kong Law and/or the Foreign Law Requirement to (i) sell, liquidate and/or otherwise dispose in any manner and at such prices and on such terms and conditions as the Company considers fit, all or any part of the assets in the Client's Account in order to produce sufficient funds for the Company; and (ii) prohibit the Client from effecting any transaction in the Account or any account(s) that the Client maintains with the Celestial Group, for such period as the Company deems necessary.

4.3 The Client further acknowledges and agrees that neither the Company nor the Celestial Group shall be liable to the Client for any losses or damages which it may suffer as a result of the withholding, deduction and/or liquidation as mentioned in clauses 4.1 and 4.2 above.

5. Indemnity

5.1 Without prejudice to any other indemnities provided by the Client to the Company and/or the Celestial Group under any other parts of the Terms & Conditions, the Client agrees to indemnify the Company, the Celestial Group and any of its officers, employees and agents on demand against all losses, costs, damages, claims, liabilities, expenses or demands (including but not limited to any taxes, interest or penalties imposed pursuant to CRS or FATCA) that the Company, the Celestial Group and any of its officers, employees and agents may suffer as a result of the Client's failure to comply with its obligations under the Terms & Conditions.

5.2 The Client acknowledges that the Company and/or the Celestial Group may suffer loss or incur damage if the information on the Self-certification form is or proves to be false or misleading when made. The Client agrees to indemnify the Company and/or the Celestial Group on demand for all



such loss and damage.

- 5.3 The Client acknowledges and agrees that the Company shall be entitled to withhold, retain or deduct such portion of monies from the Client's Account (or any accounts that the Client maintains with the Celestial Group) as the Company shall at its sole and absolute discretion deem sufficient to cover any amount which may be owed by the Client under Clause 5.1 above.
- 5.4 The Client agrees that the indemnities given herein shall continue to be valid and effective notwithstanding the termination of the Account.
- 5.5 The Company and the Celestial Group endeavor to ensure the accuracy and reliability of the information in this part provided but do not guarantee its accuracy or reliability and do not accept any liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions.

6. Refusal Account Opening/ Termination of Account

The Client acknowledges that without limitation to the rights conferred on the Company under Clause 4 of this Part VI and any relevant terms in the Terms & Conditions, the Company shall have the right to refuse the Account opening, suspend the Account, transfer any arrangements, or terminate all or any of the Client's accounts or the agreements or arrangements entered into between the Client and the Company at any time without having to give any reason or notice if the Client fails to comply with any of its obligations under CRS/FATCA or this Part VI (e.g. any information the Client needs to provide is missing or invalid or incomplete or does not match ;or if the document is signed by Attorney-in-Fact or other agent and required documentation is not provided to verify authority), and the Company shall not be liable to the Client for any losses or damages which it may suffer as a result of such suspension or termination.

WARNING: It is an offence under section 80(2E) of the Inland Revenue Ordinance (Cap.112) if any person, in making a self-certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. A person who commits the offence is liable on conviction to a fine at level 3 (i.e. \$10,000).



補充條款及條件

此補充條款及條件為“客戶交易主要文件－條款及條件”的一部分。請閣下將“客戶交易主要文件－條款及條件”與此補充條款及條件一併閱讀。

第二部份 - 標準條款

5. 投資適用性

5.1 假如本公司向客戶招攬銷售或建議任何金融產品，該金融產品必須是本公司經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他本公司可能要求客戶簽署的文件及本公司可能要求客戶作出的聲明概不會減損本條款的效力。

註：“金融產品”指《證券及期貨條例》所界定的任何證券、期貨合約或槓桿式外匯交易合約。就“槓桿式外匯交易合約”而言，其只適用於由獲得發牌經營第 3 類受規管活動的人所買賣的該等槓桿式外匯交易合約。

第六部份 — 有關共同匯報標準(CRS)及美國海外賬戶稅收合規法案(FATCA)之附註

1. 釋義

於本部份，以下詞彙具下列涵義：

「賬戶持有人」指被維持該財務帳戶的財務機構列明為或識辨為帳戶的持有人的人士，不論該人士是否為過渡實體。所以，如果一個信託或遺產被列明為某財務帳戶的持有人或擁有人，則帳戶持有人是該信託或遺產，而非受託人、信託的擁有人或受益人。同樣地，如果一個合夥被列明為某財務帳戶的持有人或擁有人，則帳戶持有人是該合夥，而非合夥的合夥人。除財務機構外，若有關人士以代理人、託管人、代名人、簽署人、投資顧問、中介人或合法監護人身份代其他人士持有財務帳戶，他不會被視為帳戶持有人。在這種情況下，帳戶持有人應為該其他人士。以一個家長與子女開立的帳戶為例，如帳戶以家長為子女的合法監護人名義開立，子女會被視為帳戶持有人。聯名帳戶內的每個持有人都被視為帳戶持有人。

「CRS」指共同匯報標準，是參與國家或司法管轄區(如香港)屬下金融機構之間新的資訊收集和報告要求，旨在協助打擊逃稅，維護稅制完整。

「FATCA」指美國海外賬戶稅收合規法案，並包括：

- (i) 1986 年之《美國國內收入法》(經修訂)第 1471 條至 1474 條，或其任何修訂或繼任版本；
- (ii) 政府及規管機構就上述(i) 所訂立之任何政府間協議、諒解備忘錄、承諾書及其他安排(包括香港政府訂立的任何政府間協議、諒解備忘錄、承諾書及其他安排)；及
- (iii) 任何根據前述在美國、香港或其他地方採納的任何法律、規例、規則、詮釋或慣例。

「外國法規定」指任何今後或現時，根據下述向本公司及/或時富集團施加的義務：



- (i) 外國法律、規例及/或指引(包括本公司及/或時富集團按其絕對酌情權認為對其有約束力之任何外國法律、規例及/或指引)；及
- (ii) 對本公司及/或時富集團有約束力之任何政府協議。
為免存疑，任何本公司及/或時富集團根據 CRS/FATCA 應遵守之責任或要求亦包括在內。

「香港稅務局」指 香港特別行政區政府稅務局

「國稅局」指 美國國家稅務局

「自我證明」指 賬戶持有人就其稅務居民身分作出的一份正式聲明。就 2017 年 1 月 1 日前已開立賬戶的客戶，本公司及/或時富集團須根據現有賬戶資料識別的賬戶持有人「稅務居民身份」，本公司及/或時富集團可能需要聯絡賬戶持有人提供「自我證明表格」及/或額外資料，以確認其的「稅務居民身份」。新客戶於 2017 年 1 月 1 日或以後於本公司及/或時富集團開立賬戶需提供「自我證明表格」，以確認客戶的「稅務居民身份」。

「稅務居民身分」指 就稅務目的而言，客戶擁有居民身分或進行稅務登記的國家/地區。各國家/地區對如何定義稅務居民身分有各自的規則。

「稅務編號」指 居留司法管轄區及稅務編號或具有等同功能的識別編號，是稅務管轄區向個人或實體分配獨有的字母與數字組合，用於識別個人或實體的身分，以便實施該稅務管轄區的稅務法律。某些稅務管轄區不發出稅務編號。但是，這些稅務管轄區通常使用具有等同識辨功能的其他完整號碼(「具有等同功能的識辨號碼」)。此類號碼的例子包括：(a) 就個人而言，社會安全號碼/保險號碼、公民/個人身份/服務代碼/號碼，以及居民登記號碼；(b) 就實體而言，商業/公司登記代碼/號碼。

「美國」指 美利堅合眾國

2. 客戶提供資料之責任

- 2.1 客戶確認及同意向本公司提供任何及所有本公司以其全權及絕對酌情權認為必要之資料、文件及支持文件(“該資料”)，以令本公司及/或時富集團任何成員公司得以符合香港法律及/或外國法規定。為免存疑，該資料應與客戶及任何有關係之第三者有關，而有關係之第三者包括但不限於以下人士：
 - (a) 賬戶之最終實益擁有人；
 - (b) 以被授權人身份控制賬戶之人士；
 - (c) 從賬戶收取款項/股份之人士；及
 - (d) 本公司以其全權及絕對酌情權認定，認為與客戶有關連之該等人士。
- 2.2 客戶進一步確認及同意，其向本公司提供該資料之責任為持續性之責任。客戶應於開立賬戶時向本公司提供該資料，並應於該資料出現改變時立即通知本公司。



- 2.3 客戶確認及同意按照香港《稅務條例》向本公司及/或時富集團提供完整的自我證明表格及/或額外資料(如有需要)，並同意在提交自我申報證明書前，客戶全權負責就任何此法律及/或稅務後果（在所有適用的管轄範圍）尋求獨立法律及/或稅務諮詢。客戶知悉及確認本公司及時富集團或本公司及時富集團之任何代表均沒有向客戶在這方面提供任何法律及/或稅務諮詢。
- 2.4 如情況有所改變，以致影響稅務居留身份，或引致自我證明表格所載的資料不正確，客戶聲明、保證及確認在情況發生改變後 30 個日曆日內，向本公司提交一份已適當更新的自我證明表格。

3. 資料披露

- 3.1 客戶確認及同意在某些情況(包括本公司未能向客戶取得有效的自我證明)或當香港稅務局或國稅局有所要求，本公司有可能被要求並按其絕對酌情權，向任何人士、企業，政府團體，機構或規管機構(在香港境內或境外)披露、呈交或提供有關客戶之資料，以符合香港法律及/或外國法規定的要求。通常在此情況下本公司及/或時富集團須要遵守保密責任，及將不能在通知客戶或在徵求客戶的同意後才向上述人士披露有關資料。此外，客戶確認及同意本公司及時富集團可根據香港《稅務條例》(第 112 章)有關交換財務賬戶資料的法律條文，把該等資料和關於賬戶持有人及任何須申報賬戶的資料向香港稅務局申報，從而把資料轉交到賬戶持有人及/或與賬戶持有人有關連之人士的居留司法管轄區的稅務當局。本公司將不會就第三方使用該客戶之資料而向客戶負責。
- 3.2 客戶確認及同意上述 3.1 段所述之資料應包括，但不限於客戶之賬戶號碼、向客戶賬戶支付或存入之利息或股息金額、賬戶結餘或價值、客戶之名稱、地址、出生地點、出生日期、稅務居留的司法管轄、稅務編號、社會安全號碼或僱員識別號碼或納稅人識別號碼(如適用)，以及香港稅務局、國稅局或其他相關機構可能要求以符合香港法律及/或外國法規定要求之其他資料。
- 3.3 客戶聲明、保證及確認，其不時向本公司及/或時富集團提供之該資料屬真實、完整及準確，並將於本條款及條件有效期間繼續保持真實、完整及準確。

4. 同意扣減及扣起款項

- 4.1 客戶確認及同意，儘管本條款及條件另有所載：
- (i) 本公司可在其全權視為需要的情況下，扣減或扣起賬戶內之任何款項；
 - (ii) 任何本公司應向客戶支付之款項，將受制於所有適用之法律及法規、任何扣減之責任、外匯管制或控制；及
 - (iii) 就根據第 4 條被扣起之任何款項，本公司可按其全權及絕對酌情權決定持有方式。
- 4.2 客戶確認及明白本公司有完全之權力，為著符合其於香港法律及/或外國法規定之責任：(i)按



本公司認為適合之價格及按相關條款出售、變現及/或以其他方式處置客戶賬戶內之所有或部份資產，以套現足夠資金；及(ii)禁止客戶於本公司認為必要之時段內，在賬戶或客戶於時富集團持有之任何賬戶內進行交易。

- 4.3 客戶進一步確認及明白，本公司及時富集團毋須就上述第 4.1 及 4.2 段之款項扣起、扣減或變現而對客戶造成之損失或損害負責。

5. 彌償

- 5.1 在並無限制其他客戶根據本條款及條件給予本公司及/或時富集團之彌償的情況下，客戶同意就因其未能遵守其於本條款及條件下之責任而對本公司、時富集團及任何其高級職員、僱員及代理人造成之所有損失、成本、損害、索償、債項、費用或要求(包括但不限於任何根據 CRS/FATCA 而徵收之稅項、利息及罰款)，作出彌償。
- 5.2 客戶了解，倘若自我證明表格所載的資料在作出時是或被證明是虛假的或具誤導性的，本公司及/或時富集團可能因此蒙受損失或招致損害。客戶同意就所有該等損失或損害對本公司及/或時富集團作出彌償。
- 5.3 客戶確認及同意，本公司有權從客戶之賬戶(或客戶於時富集團內持有之任何賬戶)中扣起、保留或扣減本公司以其全權及絕對酌情權認為足夠之款項，以向本公司彌償客戶在上述第 5.1 條下可能結欠之款項。
- 5.4 客戶同意儘管賬戶可能會被終止，客戶在此給予之彌償承諾將繼續有效。
- 5.5 本公司及時富集團竭力確保本部份提供資料的準確性及可靠性，但均不會對此作出任何擔保，且概不會就因有關資料不準確或遺漏而造成的任何損失或損害負上任何責任(不論是否與侵權行為或合同上或其他方面上的責任有關)。

6. 拒絕開戶/終止賬戶

客戶確認，儘管本文第六部第 4 條及其他條款及條件賦予本公司之權利，如客戶未能遵守 CRS/FATCA 或本文第六部之責任(例如：任何客戶所須提供之資料有缺失、無效、不完整或不一致；或如果文件由委託代理人或其他代理簽署，並且未提供所需文件以驗證代理許可權)，則本公司及/或時富集團有權拒絕開設賬戶、暫時中止賬戶、轉移任何安排，或終止客戶所有或任何戶口或與本公司訂立的協議或安排，且毋須給予任何理由或通知，也毋須就因此而令客戶蒙受之損失或損害負責。

警告：根據《稅務條例》(第 112 章)第 80(2E)條，如任何人在作出自我證明時，在明知一項陳述在要項上屬具誤導性、虛假或不正確，或罔顧一項陳述是否在要項上屬具誤導性、虛假或不正確下，作出該項陳述，即屬犯罪。一經定罪，可處第 3 級(即\$10,000)罰款。