

US FATCA- Identity Declaration - For Corporate
美國《海外帳戶稅收合規法案》客戶身分聲明書 - 公司適用

Account No: 帳戶號碼 :	Account Name: 帳戶名稱 :
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This section allows you to declare your identity under the US Foreign Account Tax Compliance Act ("FATCA") classification. 本部分允許您根據美國《海外帳戶稅收合規法案》(「FATCA」)申報您的身分。		Additional Form Required for Account Opening 須額外提交表格作開戶之用
Please Select One Only (請畫上√號, 並僅選擇一項)		
A	<input type="checkbox"/> The entity is incorporated, created or organized in the United States of America or under the law of the United States of America or of any of the States of the United States of America, including the District of Columbia. 本法團是在美國或根據美國法律或美國任何州份 (包括哥倫比亞特區) 的法律註冊成立、創立或組成。	Yes 是 : <u>W-9 Form 表格</u> to establish U.S. entity identity 確立美國法人身份
B	<input type="checkbox"/> The entity is a financial Institution. 本法團是金融機構。	Yes 是 : <input type="checkbox"/> <u>W-8BEN-E Form 表格</u> (For Proprietary Trading Account 自營交易賬戶) OR 或 <input type="checkbox"/> <u>W-8IMY Form 表格</u> For Nominee/ Intermediary Account 代理人/中介人賬戶
C	<input type="checkbox"/> The entity has US citizen(s)/US tax resident(s) who is/are substantial shareholder(s) owning more than 10% of shareholding. 本法團有持有超過 10% 股權的重大權益股東為美國公民 / 美國稅務居民。	
D	<input type="checkbox"/> The entity is setup as an investment vehicle (e.g. hedge fund) having US citizen(s)/US tax resident(s) who is/are substantial shareholder(s) owning more than 10% of shareholding. 本法團成立為投資工具 (如對沖基金) 並有持有 10% 以上股權的重大權益股東為美國公民 / 美國稅務居民。	
E	<input type="checkbox"/> The entity is setup as trust which has US citizen(s)/US tax resident(s) who is/are beneficiary(ies) of the trust. 本法團成立為信託, 並有信託受益人為美國公民 / 美國稅務居民。	To establish <u>NON-U.S.</u> entity identity 以確立非美國法人身 份
F	<input type="checkbox"/> Other entity that is not conducting a financial institution related business (e.g. retail, catering, trading and importing/ exporting, manufacturing, property agent, IT solutions, marketing, education, telecommunications, etc.) and without any U.S. Person as its substantial shareholders or ultimate beneficial owners. 其他法團, 而該法團並非從事金融機構相關業務 (例如零售、餐飲、進出口貿易、製造業、物業代理、電腦解決方案、市場營銷、教育、電訊等) 及該法團的主要股東或最終實益擁有人並不屬於美國人士。	

Declaration by Client 客戶聲明

I/We hereby confirm the information provided by me/us is true, accurate and complete. 本人 / 吾等確認本人 / 吾等所提供的資料是真實、準確及完整的。

I/We agree and undertake to notify Prior within 30 calendar days if there is a change in any information which I have provided to Prior. 本人 / 吾等同意並承諾, 倘向昇悅提供的資料有任何變更, 本人 / 吾等會於 30 日內通知昇悅。

I/We will indemnify and hold harmless Prior from any loss, action, cost, expense (including but not limited to sums paid in settlement of claims, reasonable attorney's and consultant fees, and expert fees), claim, damages, or liability which arises or is incurred by Prior in discharging its obligations under FATCA and/or as a result of disclosures to the US tax authorities. 本人 / 吾等將就昇悅因履行 FATCA 義務及 / 或向美國稅務機構關於披露資料所引致或產生的任何損失、訴訟、成本、開支 (包括但不限於支付索償款項、合理的律師和顧問費、專家費用)、索償、損害或債務提供彌償, 並保證昇悅不致蒙受相關損害。

I/We hereby confirm and accept the Notice and Agreement relating to Foreign Account Tax Compliance Act and other Applicable Laws and understand that such Notice will form part of the Client Agreement and it is not able for Prior to setup an account for me/us if the requested form(s) and/or information are not provided. 本人 / 吾等確認並接受稅務要求通知的規定, 並明白此有關《外國帳戶稅務合規法》和其他適用法律的聲明和協定將為客戶協議之一部分, 本人 / 吾等明白如未能提供所需表格及 / 或資料, 則昇悅證券將無法為本人 / 吾等開立帳戶。

Signature of Client with company chop 客戶簽署附公司印章: Date 日期:	Signature of Licensed Person 持牌人簽署 Name 姓名 (CE No) Date 日期:
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For office use only 本公司專用	Signature verified by	Inputted by	Checked by	Approved by
Date 日期:				

Notice and Agreement relating Foreign Account Tax Compliance Act ("FATCA") and other Applicable Law 有關《外國帳戶稅務合規法》(「FATCA」)和其他適用法律的聲明和協定

Acknowledgement regarding compliance with Foreign Account Tax Compliance Act ("FATCA") and other Applicable Laws 客戶確認符合《外國帳戶稅務合規法》(「FATCA」)和其他適用法律。

You acknowledge that Prior Securities Limited ("Prior") may be obliged to comply with, observe or fulfill the requirements of the laws regulations, orders, guidelines, codes, and requirement including the applicable requirements under FATCA of or agreements with any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers within or outside Hong Kong, including without limitation, the Internal Revenue Service of the United States of America (the "Authorities" and each an "Authority") in various jurisdictions as promulgated and amended from time to time (the "Applicable Requirements"). In this connection, you agree that Prior Securities may disclose your particulars to any Authority, or withhold payments otherwise payable to you, in ease case in circumstances as specified in this form, for the purpose of ensuring our compliance or adherence with the applicable requirements.

閣下承認昇悅證券有限公司(「昇悅」)須遵從、遵守或履行法律、法規、命令、指引、守則和包括 FATCA 適用規定的要求、或任何法律、監管、政府、稅務、執法或其他機構、或全融服務供應商的自律監管或行業組織或協會的要求。包括但不限於美國的稅務局(以下簡稱「監管機構」)在不同的司法管轄區(以下簡稱「適用規定」)不時頒布及修訂的協定。在這方面，閣下同意我們可以根據本表格列明的每種情況，向任何監管機構透露閣下的個人資料或扣留任何支付給閣下的款項，以確保我們遵從適用規定。

In this Notice and Agreement "Compliance Requirements" refer to obligations imposed on Prior Securities under or pursuant to

- a) any laws binding or applying to it within or outside Hong Kong existing currently and in the future;
- b) any guidelines or codes given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers within or outside Hong Kong existing currently and in the future; and
- c) any present or future contractual or other commitments with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers that are assumed by or imposed on the Prior Securities by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations.

在本聲明和協定中，「合規要求」指根據下列各項對昇悅施加的義務：

- a) 不論於香港境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律；
- b) 不論於香港境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關、或全融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或守則；
- c) 昇悅因其位於或跟相關本地或外地法律、監管、政府、稅務、執法或其他機關、或全融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾

1. Disclosure of Information 資料披露

You consent to and authorize Prior, its staff and any other person who by reason of their scope of work or capacity or office have access to Prior' s records, registers or any correspondences or materials with regard to Your personal and account information ("Personal Information") to disclose any of the Personal Information, where such disclosure is required under any applicable Compliance Requirements, to:

- a) any of the Prior' s branches, holding company, representative offices, subsidiaries and affiliates, wherever situated and which may be within or outside of Hong Kong; and
- b) any local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial service providers, including but not limited to any settlement and clearing agencies, all of which may be within or outside Hong Kong and may be existing currently and in the future.

You undertake and agree to obtain this consent and authorization from any person associated with You, including Your legal and equitable owners and payment recipients, in respect of which the disclosures may be required under any Compliance Requirements.

閣下同意並接受昇悅、其職員及任何其他因工作、職責或職權範圍而可接觸到昇悅內有關閣下個人及帳戶資料的記錄、登記冊或任何通訊或材料（「個人資料」）的人士，根據任何適用的合規要求，向以下機構披露任何該等個人資料：

- a) 昇悅任何分行、控股公司、代表辦事處、附屬公司或聯屬機構，不論是位於何處及在香港境內或境外；及
- b) 任何本地或外地的法律、監管、政府、稅務、執法或其他機構、或金融服務供應商的自律監管或行業組織或協會，包括但不限於不論目前或將來存在的任何結算及交收機構。

閣下承諾及同意，就按照任合規要求所須作出的披露，向閣下任何相聯者（包括閣下法律及衡平法上的擁有人及付款的收款人）索取此項同意及授權。

2 Cooperation with Enquiries 就查詢予以合作

You will cooperate fully in respect of any enquiries that Prior may make for the purpose of compliance with any Compliance Requirements, including promptly providing all relevant information, details and/or documents as may be necessary to enable Prior to comply with the same.

閣下將對昇悅為遵守任何合規要求而作出的任何查詢予以充分合作，包括盡速提供所有必需的相關資料、詳情及/或文件，以便昇悅遵從該等要求。

3 Notification on Change in Circumstances 情況變更通知

You will promptly notify Prior in writing of any changes in:

- a) Your particular(s), circumstance(s), status, including any changes in citizenship, residence, tax residency, address(es) on record, telephone or facsimile number or email address; and
- b) (where applicable) Your constitution, shareholders, partners, directors or company secretary, or the nature of Your business

閣下將盡速以書面通知昇悅下述任何變更：

- a) 閣下的資料、狀況、身分，包括任何有關公民身分、居所、稅務上的常駐國家、記錄上的地址、電話、傳真號碼或電郵地址的變更；及
- b) （如適用）閣下的組織章程、股東、合夥人、董事或公司秘書、或閣下業務的性質。

4 Withholding Payments 預扣付款

Any sum that may be payable by Prior to You shall be subject to all applicable laws and regulations, including Compliance Requirements and rules prescribed by the relevant settlement and clearing agencies, any withholding tax requirements, foreign exchange restrictions or control. You agree and acknowledge that pursuant to the foregoing, Prior may, without notice or liability to You, perform, or cause to be performed, withholding of any monies payable to You, deposit any such monies into a sundry or other account and/or retain such monies pending determination of the applicability of such withholding tax requirements, foreign exchange restrictions or control. Prior Securities shall not be liable for any losses that may be incurred by reason of such withholding, retention or deposit.

昇悅應向閣下支付的任何款項須受所有適用法律和法規約束，包括合規要求及相關結算交收機構訂明的規則、任何預扣稅要求、外匯限制或管制。閣下同意及確認，昇悅可依據上文履行或安排履行下述事宜：代扣任何應付予閣下的款項，將任何該等款項存入雜項或其他戶口及/或保留該等款項以待釐定上述預扣稅要求、外匯限制或管制的適用性，而無需通知閣下或對閣下負上任何責任。對於因上述代扣、保留或存入款項而可能導致的任何損失，昇悅概不負責。

5 Account Termination 帳戶終止

You agree that Prior Securities has the right to block transactions, transfer arrangements or terminate all or any of Your accounts or the agreements or arrangements entered into between You and Prior at any time without having to give any reason or notice if You fail to comply with any of the requirements under this Notice.

閣下同意，如閣下未能遵從本聲明和協定內任何要求，昇悅有權隨時凍結任何交易、轉移任何安排，或終止閣下所有或任何帳戶或與昇悅訂立的協議或安排，而無需給予任何理由或通知。

6 Terms Inconsistency 條款不一致

If there is any inconsistency between the terms herein and any other terms in the Client Agreement and/or arrangements that You entered into with Prior, the terms herein shall prevail insofar as they relate to Prior's compliance with the Compliance Requirements..

倘本文所列條款與閣下與昇悅訂立的客戶協議及 / 或安排內任何其他條款不一致時，凡涉及昇悅對合規要求的遵守，均須以本文所列條款為準。

Should there be any inconsistencies between the English and Chinese versions, the English version shall Prevail 中英文版本如有任何歧義，概以英文版本為準。