



## KOG Forex Limited 國之匯有限公司

### Foreign Account Tax Compliance Act ("FATCA") and Common Reporting Standard ("CRS") Policies of KOG Forex Limited ("KOG")

#### 國之匯有限公司（「KOG」）的《海外帳戶稅收合規法案》（「FATCA」）和《共同匯報標準條例》政策

Under Foreign Account Tax Compliance Act ("FATCA"), financial institutions in Hong Kong are required to report certain information of their clients to tax and/or other governmental authorities and withhold on clients' U.S. source Fixed, Determinable, Annual, or Periodical income in certain circumstances.

根據《海外帳戶稅收合規法案》（「FATCA」），香港金融機構須向稅務及／或其他政府機關申報客戶的某些資料，並在若干情況下對客戶美國來源的固定、可審定、年度或定期性收入預扣稅款。

Hong Kong has also passed local legislation to implement the Common Reporting Standard ("CRS") under which financial institutions must report certain information with respect to tax residency of their clients to the Hong Kong Government Authority (e.g. Hong Kong Inland Revenue Department), which may be shared with certain offshore Government Authorities. 香港亦已通過本地法例，落實執行《共同匯報標準條例》，據此，金融機構必須向香港政府當局（例如香港稅務局）申報有關客戶的稅務居民身份的若干資料，而有關資料亦可提供予若干外地政府當局。

For compliance of the regulatory requirement in relation to FATCA, CRS and other related regulations, KOG implemented the terms and conditions of this Appendix to govern the relevant rights and obligations between the clients and KOG.

為符合有關 FATCA、《共同匯報標準條例》和其他相關規例的監管規定，KOG 實施本附件載列的條款和條件，以規管客戶與 KOG 之間的相關權責。

#### 1. Privacy Waiver 私隱豁免

1.1 The Client hereby irrevocably authorises KOG to disclose and/or submit such information provided by the Client, including without limitation to personal/institutional information, to the competent regulatory or Government Authority in the relevant jurisdiction(s) (including without limitation to U.S. Internal Revenue Service, U.S. Department of the Treasury and the Hong Kong Inland Revenue Department) for the purpose of compliance of the requirements under FATCA, CRS and other related laws, regulations, codes and rules.

客戶不可撤回地授權 KOG 向相關司法管轄區內的合資格監管或政府當局（包括但不限於美國國家稅務局、美國財政部和香港稅務局）披露及／或提交由客戶提供的資料（包括但不限於個人／機構資料），以符合 FATCA、《共同匯報標準條例》和其他相關法規、守則和規則的規定。

1.2 The Client further acknowledges that KOG may not notify the Client such disclosure or submission as required by the applicable laws or regulations, and agrees that it will not require KOG to make such notification to the Client before or after the disclosure or submission of the information to the relevant authorities.

客戶也確認，KOG 並不一定會將其按照適用法規披露或提交所需資料一事通知客戶，客戶也同意不會要求 KOG 須在其向有關機關披露或提交資料之前或之後向客戶作出上述通知。

#### 2. Further Assurance for Provision of Information 提供資料的其他保證

2.1 The Client undertakes that it will promptly provide KOG such information, including without limitation to the personal/institutional information in the Client Information Statement and the relevant account opening forms designated by KOG from time to time and the relevant tax forms completed by the Client, for the purpose of compliance of the requirements under FATCA, CRS and other related laws, regulations, codes and rules.

為符合 FATCA、《共同匯報標準條例》和其他相關法規、守則和規則的規定，客戶承諾及時向 KOG 提供所需資料，包括但不限於客戶在 KOG 不時指定的客戶資料表和相關帳戶開立表格以及相關報稅表上填報的個人／機構資料。

Should there be any discrepancy between the English and Chinese version, the English version shall prevail.

此中文譯本只供參考之用，如與英文有任何歧異，概以英文為準。

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2.2 The Clients shall ensure that the information provided to KOG under section 2.1 shall always be true, complete and accurate without misleading in all material aspects.

客戶須確保根據第 2.1 條向 KOG 提供的資料在所有重大方面保持真確、完備及準確，並無誤導成分。

2.3 The Clients further undertakes that it will promptly (in any event, within 30 days) notify KOG whenever any information provided to KOG under section 2.1 is changed or becomes untrue, incomplete, inaccurate or misleading and provide KOG the necessary updated information.

客戶也承諾，如根據第 2.1 條向 KOG 提供的任何資料在任何時候更改或變得失實、不完備、不準確或具有誤導成分，客戶將從速（在任何情況下，在 30 天內）通知 KOG，並向 KOG 提供所需的最新資料。

2.4 Upon KOG's request, the Client shall promptly (in any event, within 30 days) provide KOG such additional or substitute certificates and forms and other documentary evidences, including without limitation to the self-certification, substitute tax forms of expired tax forms (if any), the Client's written nationality statement, certificate of loss of U.S. nationality and privacy waivers.

如 KOG 要求，客戶須從速（在任何情況下，在 30 天內）向 KOG 提供所需的額外或替代證明文件、表格及其他文件證據，包括但不限於自行證明、期滿失效的報稅表（如有）的替代報稅表、客戶的書面國籍聲明、喪失美國國籍證明書及私隱條例的豁免。

2.5 The Client acknowledges and agrees that failing to provide KOG information as required under this Section 2 will entitle KOG to change the FATCA or CRS status of the Client's account based on information available to KOG, suspend the trading activities under the Client's account, withhold the assets in the Client's account, close the Client's account, or sell the assets in the account to produce withholdable payments at KOG's sole and absolute discretion.

客戶確認及同意，如客戶未有向 KOG 提供第 2 條要求提供的資料，KOG 可按其唯一及絕對酌情決定權，根據 KOG 的現有所得資料更改客戶帳戶的 FATCA 或《共同匯報標準條例》狀況、暫停客戶帳戶的交易活動、預扣客戶帳戶內的資產、取消客戶帳戶或出售帳戶內的資產，以產生可預扣稅款。

2.6 KOG will keep and use the Client's personal/institutional data in compliance with the Personal Data (Privacy) Ordinance and other applicable data privacy policy.

KOG 將遵照《個人資料（私隱）條例》及其他適用資料私隱政策保留及使用客戶的個人／機構資料。

### 3. Withholding Authorisation 預扣稅款的授權

3.1 The Client hereby authorises KOG to withhold any part of or all assets in the Client's account (in cash or other forms) or sell the assets in the account to produce withholdable payments if, at KOG's sole and absolute discretion:

客戶授權 KOG 在其按唯一絕對酌情決定權認為出現以下情況時，預扣客戶帳戶內的所有資產或其任何部分（以現金或其他形式持有）或出售帳戶內的資產以產生可預扣稅款：

(a) The Client do not provide KOG with the information or documents requested in a timely manner or if any information or documents provided are not up-to-date, accurate or complete such that KOG is unable to ensure its ongoing compliance or adherence with the requirements under FATCA;

客戶未能及時向 KOG 提供所要求的資料或文件或客戶所提供的任何資料或文件不是最新，準確或完整的，使得 KOG 無法確保其能持續符合或依從 FATCA 的規定；

(b) The FATCA status of the Client is identified as recalcitrant or non-participating foreign financial institutions;

客戶的 FATCA 狀況被界定為不合作或不合規海外金融機構；

(c) There is no reliable evidence to treat the Client as exempted from withholding requirement under FATCA or other relevant regulations;

並無可靠證據可將客戶視為已獲豁免遵守 FATCA 或其他相關規例的預扣稅規定；

(d) The withholding is required by competent regulatory or Government Authorities in the relevant jurisdiction; or 相關司法管轄區內的合資格監管或政府當局規定徵收預扣稅；或

(e) The withholding is otherwise necessary or appropriate for the compliance of the requirements under FATCA and other related laws, regulations, codes and rules.

為符合 FATCA 及其他相關法規、守則和規則的規定而必須或適宜預扣稅款。

#### 4. Indemnification 彌償

4.1 The Client hereby agree to hold KOG and its directors, officers, employees and agents (the “Indemnified Persons”) indemnified against all losses, liabilities, costs, claims, actions, demands or expenses (including but not limited to, all reasonable costs, charges and expenses incurred in disputing or defending any of the foregoing) which the Indemnified Persons may incur or which may be made against the Indemnified Persons arising out of, or in relation to or in connection with:

客戶同意彌償 KOG 及其董事、管理人員、僱員和代理人（「獲彌償人士」）因以下情況而引致、就以下情況而產生或據此針對獲彌償人士提出的一切損失、法律責任、成本、申索、訴訟、要求或開支（包括但不限於對前述任何情況提出爭議或抗辯而產生的一切合理成本、支出和開支）：

(a) any breach or alleged breach of the terms and conditions hereunder, whether by act or omission, of the Client; and 客戶違反或被指違反本附件的任何條款和條件（不論是出於客戶的作為或不作為）；及

(b) any non-compliance of FATCA, CRS or any other applicable laws, regulations, codes, and orders in relation to the Client and/or the Client’s account, except where such loss or damages arise from wilful default, fraud or negligence of the Indemnified Persons.

客戶及／或客戶帳戶在任何方面不符合 FATCA、《共同匯報標準條例》或任何其他適用法規、守則和指令，但如有關損失或損害賠償是出於獲彌償人士的故意失責、欺詐或疏忽則另作別論。

4.2 The Client undertakes to assist KOG in any proceeding or investigation arising in any matter out of or in connection with the compliance with the requirements under FATCA, CRS and other applicable laws, regulations, codes, and orders. In such case, KOG will notify the Client when KOG becomes aware of such proceedings, unless prohibited by applicable laws and regulations.

客戶承諾對 KOG 為符合 FATCA、《共同匯報標準條例》和其他適用法規、守則和指令的規定而引致或涉及的任何事宜所產生的任何處事程式或調查提供協助。在這情況下，KOG 如得知出現上述處事程式將通知客戶，除非適用法規禁止則另作別論。

4.3 If any payment to be made by the Client to the Indemnified Persons under the clauses hereunder is subject to deduction or withholding tax, the sum payable by the Client in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Indemnified Persons receive on the due date and retain (free from any liability in respect of such deduction, withholding or payment) a net sum equal to what the Indemnified Persons would have received if no such deduction, withholding or payment been made or required to be made.

如客戶根據本條款向獲彌償人士支付的任何款項須扣除或預扣稅項，就該須扣除或預扣稅項的應付款項，客戶應增加該款項至確保，在需要扣除或預扣後，獲彌償人士於到期日收到及保留（就上述扣減，預扣或支付無任何賠償責任）的淨款額相等於獲彌償人士在應或未扣減，預扣或付款前的應收款項。

4.4 The Client shall continue to be bound by the provisions of this clause despite the Client ceasing to be an Accountholder or the termination of any account.

儘管客戶不再是帳戶持有人或終止任何帳戶，客戶應繼續受本條款的規定約束。

#### 5. Incorporation with the Terms and Conditions 納入條件和條款

5.1 This Appendix shall be deemed to be incorporated as a part of the Terms and Conditions in relation to the Client’s Account and subject to amendments made by KOG from time to time at KOG’s sole and absolute discretion. In case of conflict or inconsistency between the Terms and Conditions and this Appendix, the terms of this Appendix shall prevail.

本附件須視作納入有關客戶帳戶的條件和條款作為當中的一部分，並可由 KOG 按其唯一絕對酌情決定權不時作出修訂。如條件和條款與本附件有任何衝突或抵觸，一概以本附件的條款為準。

5.2 Unless otherwise defined, capitalized terms in this Appendix shall have the same meaning as defined under the Terms and Conditions in relation to the Client’s Account.

除非另行訂明，否則本附件所用詞彙與有關客戶帳戶的條件和條款所界定詞彙具有相同涵義。