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# Addition of Securities Account/Trading Service Form (Corporate Account) 新增證券帳戶/交易服務表格 (企業帳戶)

Name of Account 帳戶名稱				Account Number 帳戶號碼				
Please tick ✓ the appropriate box. 請於適當空格內加上剔✓號。								
1	Account Type 帳戶類別		Securities Account* 合證券帳戶*	select: 如客戶需要獨立交易	individual trading service (with electronic trading service), please 服務(備有電子交易服務),請選擇:			
	Cash 現金	☐ Yes ⅓	E	☐ Shanghai and S	ock Market 香港股票市場 Shenzhen Connect 滬港通及深港通			
	Margin 保證金	□ No 2		☐ Structured/Con	Market 環球股票市場 nplex/OTC Products 結構性/複雜性/場外交易產品			
* Integrated Securities Account includes Hong Kong Stock Market, Shanghai and Shenzhen Connect, Global Stock Market, and Structured/Complex/OTC Products together with electronic trading service. 综合證券帳戶包括香港股票市場、滬港通及深港通、環球股票市場及結構性/複雜性/場外交易產品,並備有電子交易服務。								
1. Disclosures for Due Diligence 盡職審查披露								
1.1	Update of Account Information 更新帳戶資料							
	□ The Client confirms that the Client's account information (including general information, information of director(s)/substantial shareholder(s)/authorized person(s) to operate the account, etc.), financial status and/or tax residency status do/does not have any change. Goldhorse Securities Limited can continue to rely on the relevant information provided by the Client and believe that such information are still true and accurate.  客戶確認其帳戶資料(包括基本資料、董事/主要股東/獲授權操作帳戶人士資料等)、財政狀況及/或稅務居民身份未有任何變更,金馬證券有限公司可繼續信賴客戶已提供的相關資料,並可確信有關資料仍是真實和準確的。  □ The Client confirms that the Client's account information (including general information, information of director(s)/substantial shareholder(s)/authorized person(s) to operate the account, etc.), financial status and/or tax residency status has/have been changed and agrees to fill in <u>Update of Client Information Form</u> to replace the original record.  客戶確認其帳戶資料(包括基本資料、董事/主要股東/獲授權操作帳戶人士資料等)、財政狀況及/或稅務居民身份已有變更,							
並同意填寫客戶資料更新表格以取代原有之紀錄。  The following questions are only for client who requests to add margin account type to fill in. 以下問題只供申請新增保證金帳戶類別之客戶填寫。								
1.2	Does/do your substantial shareholder(s) and/or his/her/their spouse(s) have an/a individual/joint margin securities account with Goldhorse Securities Limited? 貴司之主要股東及/或其配偶是否擁有金馬證券有限公司個人/聯名保證金證券帳戶?							
	□ No 否	☐ Yes 是,	Name of Relevant P 有關人士姓名	erson(s)	Account Number 帳戶號碼			
			Name of the Spouse 有關人士配偶姓名	of Relevant Person(s)	Account Number 帳戶號碼			
1.3	rights of any corp	orate client's r	margin securities accor	unt of Goldhorse Securi	ually or jointly control 35% or more of the issued shares or voting ities Limited? 引企業客戶保證金證券帳戶 35% 或以上之股權或表決權?			
	□ No 否	☐ Yes 是,	Name of Relevant P 有關人士姓名	erson(s)				
			有關人士配偶姓名	of Relevant Person(s)				
			Name of Account 帳戶名稱		Account Number ————————————————————————————————————			
2. Uses of Personal Data 個人資料之使用 (For client who requests to add integrated account type or trading service of Shanghai and Shenzhen Connect to fill in. 只供申請新增綜合證券帳戶類別或滬港通及深港通交易服務之客戶填寫)								
2.1	China Connect Securities (Northbound Trading) Service 中華通證券(北向交易)服務							
	Agree the terms and conditions of China Connect Securities (Northbound Trading) Service of Personal Information Collection Statement. 同意個人資料收集聲明部分之中華通證券(北向交易)服務之所有細節及條款。							
	□ Not agree the terms and conditions of China Connect Securities (Northbound Trading) Service of Personal Information Collection Statement. 不同意個人資料收集聲明部分之中華通證券(北向交易)服務之所有細節及條款。 (If you select this option, Goldhorse Securities Limited shall not offer Shanghai and Shenzhen Connect trading service to you. 如閣下選取此項,金馬證券有限公司不會向閣下提供滬港通及深港通交易服務。)							

## 3. Client's Declaration and Acknowledgement 客戶聲明及確認

#### 3.1 General Declaration 一般聲明

境個人資料轉讓。

- 3.1.1 The Client (that is/are the person(s) who signed this form) agrees to open the above-mentioned account with Goldhorse Securities Limited ("Goldhorse Securities") and comply with the rules and regulations as amended from time to time of the Securities and Futures Commission of Hong Kong, the Hong Kong Exchanges and Clearing Limited and other regulatory authorities. 客戶(即簽署此表格之人士)同意於金馬證券有限公司(下稱「金馬證券」)開立上述帳戶,並遵守香港證券及期貨監察委員會、香港交易所及其他監管機構不時修訂之條例及規則。
- 3.1.2 The Client clearly understands that Goldhorse Securities shall request more relevant information or supporting documents from the Client for the purpose of opening the above-mentioned account. The Client submitting this form to Goldhorse Securities and the acceptance of this form by Goldhorse Securities does not mean that Goldhorse Securities agrees to open an account with the Client. Goldhorse Securities reserves the right to refuse the Client to open the above-mentioned account. 客戶清楚明白金馬證券會要求其提供更多相關的資料或證明文件以作開立上述帳戶之用。客戶向金馬證券遞交此表格及金馬證券接納此表格並非表示金馬證券同意開立帳戶予客戶。金馬證券保留拒絕客戶開立上述帳戶之權力。
- 3.1.3 The Client confirms that the information provided in this form are true and accurate. Unless the Client sends a notice to Goldhorse Securities to change the Client's personal information in a manner approved by Goldhorse Securities, Goldhorse Securities reserves the right to continue to rely on the information provided by the Client for any purpose. 客戶確認其於此表格內提供的資料是真實和準確的。除非客戶以金馬證券認可之方式向金馬證券發出其更改個人資料通知,否則金馬證券有權為任何目的繼續信賴客戶已向其提供的資料。
- 3.1.4 The Client agrees that Goldhorse Securities can contact any person at any time, including banks or credit rating agencies, to check or review the information provided by the Client.

  客戶同意金馬證券能隨時聯絡任何人士,包括銀行或信用評估機構,以查核或審核客戶所提供之資料。
- 3.1.5 If there is any change to the Client's personal or account information, the Client confirms that the Client shall immediately notify Goldhorse Securities in a manner approved by Goldhorse Securities.
  如客戶的個人或帳戶資料有任何變更,客戶確認其會立即以金馬證券認可之方式通知金馬證券。
- 3.1.6 Unless otherwise specified, the Client confirms that the Client is acting for the Client's account and as principal in relation to each transaction entered with Goldhorse Securities and the Client shall be the ultimate beneficiary and ultimately responsible for giving instructions of the account and transaction(s). 除另有說明外,客戶確認其為其帳戶行事及以當事人身份與金馬證券訂立每一項交易,所有客戶與金馬證券訂立有關交易之最終受益人及最終發出交易指示的人均為客戶。
- 3.1.7 The Client confirms that the Client has received the fee schedule of the above-mentioned account and agrees to the relevant fees as amended from time to time.

  客戶確認其已收取上述帳戶之收費表及同意有關不時修訂之收費。
- 3.1.8 The Client confirms that the Client has read and understood all the terms and conditions contained in the Client Agreement applicable to the account type selected by the Client and agrees to be bound by these terms and conditions. The Client also accepts and agrees that Goldhorse Securities has the right to amend the terms and conditions of the Client Agreement from time to time (the "Relevant Amendments") and shall notify the Client of the Relevant Amendments. Unless Goldhorse Securities receives a notice from the Client for the objection to the Relevant Amendments or cancellation of the account, it shall indicate that the Client has accepted the Relevant Amendments. 客戶確認其已閱讀及明白客戶協議書中所載的適用於客戶所選擇之帳戶類別之一切條款及細則,並同意接受該等條款及細則的約束。客戶亦接納及同意金馬證券有權不時修訂客戶協議書之條款及細則(下稱「有關修訂」),並會向客戶發出有關修訂之
- 3.1.9 The Client confirms that the Client has received the Client Agreement of Goldhorse Securities, other documents related to account opening and the risk disclosure statements of the above-mentioned account in the language of the Client's choice (English or Chinese) and has been invited to read the terms and conditions of the Client Agreement and related risk disclosure statements, asking questions, and taking independent advice (if the Client wishes).

  客戶確認已按照其所選擇的語言(英文或中文)收取金馬證券之客戶協議書、其他與開戶有關之文件及上述帳戶風險披露聲明,並已獲邀請閱讀客戶協議書條款及細則及相關風險披露聲明,提出問題及徵求獨立的意見(如客戶有此意願)。

通知。除非金馬證券收到客戶反對有關修訂或取消帳戶之通知,否則應當作表示客戶已接納有關修訂。

- 3.1.10 If the Client is classified as "no knowledge to derivative products", the Client confirms that the Client has carefully read the risks involved in the investment of derivative products contained in the related risk disclosure statements of the Client Agreement and fully understands such related risks involved. Although the Client may not have experience in investing in derivative products, the Client may still trade derivative products based on the independent judgment of the Client and is willing to bear all the risks of investing in derivative products. 如客戶被歸類為「對衍生產品沒有認識」,客戶確認其已仔細閱讀在客戶協議書之相關風險披露聲明內所列明的有關投資衍生產品所涉及的風險,並完全明白當中所述之相關風險。儘管客戶可能沒有投資衍生產品的經驗,客戶可能基於其獨立判斷仍要求進行衍生產品交易,並願意承擔所有投資衍生產品的風險。
- 3.1.11 The Client acknowledges that the Client has carefully read the Personal Information Collection Statement and fully agrees to such relevant terms and conditions and that Goldhorse Securities can use the Client's personal data in accordance with such relevant terms and conditions. The Client also understands and acknowledges that Goldhorse Securities intends to use the Client's personal data for direct marketing and cross-border transfer of personal data. Goldhorse Securities must receive the Client's consent for the use of such personal data, otherwise Goldhorse Securities shall not use such personal data. The Client clearly understands, acknowledges and agrees that unless the Client decides to notify Goldhorse Securities at any time in accordance with the Personal Information Collection Statement to refuse the use of such personal data, Goldhorse Securities shall comply with the Personal Information Collection Statement to use the Client's personal data by any means in direct marketing and cross-border transfer of personal data. 客戶承認已詳閱個人資料收集聲明,並完全同意相關條款及細則及金馬證券可根據相關條款及細則使用客戶的個人資料。客戶亦明白及承認金馬證券擬把客戶之個人資料使用於直接促銷及跨境個人資料轉讓,金馬證券須收到客戶對該等個人資料使用的同意,否則不得如此使用該等個人資料。客戶清楚明白、承認及同意除非客戶決定根據個人資料收集聲明所載隨時通知金馬證券而拒絕該等個人資料之使用,金馬證券能將根據個人資料收集聲明使用客戶之個人資料以任何途徑於直接促銷及跨

- 3.1.12 Applicable to the Client with trading service of Hong Kong stock market (including Shanghai and Shenzhen Connect) 適用於香港股票市場(包括滬港通及深港通)交易服務之客戶
  - i. The Client agrees to read the applicable rules and regulations as amended from time to time on the website of the Hong Kong Exchanges and Clearing Limited for the trading of Hong Kong securities (including Shanghai and Shenzhen Connect) (the "Hong Kong Securities Trading Rules and Regulations") and confirms to comply with the Hong Kong Securities Trading Rules and Regulations. 客戶同意自行於香港交易所網站閱讀適用於其香港證券(包括滬港通及深港通)交易之香港交易所不時修訂之條例及規則(下稱「香港證券交易條例及規則」),並確認會遵守香港證券交易條例及規則。
  - ii. The Client confirms that the Client is aware of the risks of investing in Hong Kong securities (including Shanghai and Shenzhen Connect) and/or derivative products (if applicable) and is willing to bear all the risks of investing in Hong Kong securities (including Shanghai and Shenzhen Connect) and/or derivative products (if applicable). 客戶確認其已知悉投資香港證券(包括滬港通及深港通)及/或衍生產品(如適用)之風險,並願意承擔所有投資香港證券(包括滬港通及深港通)及/或衍生產品(如適用)之風險。
  - iii. The Client confirms that the Client is aware of certain taxes and/or charges required to pay for investing in certain types of Hong Kong securities (including Shanghai and Shenzhen Connect) (including but not limited to levies of the Securities and Futures Commission of Hong Kong and/or the Hong Kong Exchanges and Clearing Limited, stamp duty, or dividend withholding tax, etc.), and agrees that Goldhorse Securities has the sole and absolute discretion to reserve and/or deduct any funds from the Client's account to meet the above-mentioned requirements. The Client confirms that, under any circumstances, Goldhorse Securities shall not be liable for any loss or damage to the Client caused by the withholding or deduction of the relevant funds under the fulfillment of the above-mentioned requirements.
    - 客戶確認其已知悉投資某類香港證券(包括滬港通及深港通)需要繳付特定稅項及/或收費(包括但不限於香港證券及期貨監察委員會及/或香港交易所徵費、印花稅、或股息預扣稅等),並同意金馬證券,享有唯一及絕對的酌情權,從其帳戶中預留及/或扣除任何款項以符合上述之要求。客戶確認,在任何情況下,金馬證券將不會為任何因履行上述要求下預扣或扣除有關款項所引致客戶之損失及損害負上責任。
  - iv. The Client agrees that Goldhorse Securities can report the Client's personal data and/or transaction information to the Securities and Futures Commission of Hong Kong, the Hong Kong Exchanges and Clearing Limited, and/or the relevant regulatory authorities in Hong Kong (the "Relevant Hong Kong Institutions") in accordance with the requests of the Relevant Institutions. 客戶同意金馬證券能根據香港證券及期貨監察委員會、香港交易所及/或相關香港監管機構(下稱「有關香港機構」)之要求,把客戶個人資料及/或交易資料向有關香港機構申報。
- 3.1.13 Applicable to the Client with electronic trading service 適用於電子交易服務之客戶

3.1.14

- i. The Client has read and understood the terms of the electronic trading service contained in the Client Agreement and agrees to be bound by these terms.
  - 客戶已閱讀並明白在客戶協議書中所載之電子交易服務的條款,並同意接受該等條款約束。
- ii. The Client confirms that the Client is aware of the risks of electronic trading and is willing to bear all the risks of electronic trading. 客戶確認其已知悉電子交易之風險,並願意承擔所有電子交易之風險。
- iii. Unless otherwise requested, the Client agrees that Goldhorse Securities shall send the Client's electronic trading account number and password via SMS or email. 除非另有要求,客戶同意金馬證券將以短訊或電子郵件寄出客戶的電子交易帳號及密碼。
- Applicable to the Client with trading service of global stock market 適用於環球股票市場交易服務之客戶
- i. The Client agrees to read the applicable rules and regulations as amended from time to time on the website of the relevant global stock exchanges and regulatory authorities for the trading of global securities (the "Global Securities Trading Rules and Regulations") and confirms to comply with the Global Securities Trading Rules and Regulations. 客戶同意自行於相關環球證券交易所網站閱讀適用於其環球股票交易之相關環球證券交易所及監管機構不時修訂之條例及規則(下稱「環球證券交易條例及規則」),並確認會遵守環球證券交易條例及規則。
- ii. The Client confirms that the Client is aware of the risks of investing in global securities and is willing to bear all the risks of investing in global securities.
  - 客戶確認其已知悉投資環球證券之風險,並願意承擔所有投資環球證券之風險。
- iii. The Client confirms that the Client is aware of certain tax(es) and/or charge(s) required to pay for investing in certain types of global securities (including but not limited to levies of regulatory authorities and/or exchanges, stamp duty, value-added tax, sales tax or dividend withholding tax, etc.), and agrees that Goldhorse Securities has the sole and absolute discretion to reserve and/or deduct any funds from the Client's account to meet the above-mentioned requirements. The Client confirms that, under any circumstances, Goldhorse Securities shall not be liable for any loss or damage to the Client caused by the withholding or deduction of the relevant funds under the fulfillment of the above-mentioned requirements.

  客戶確認其已知悉投資某類環球證券需要繳付特定稅項及/或收費(包括但不限於監管機構及/或交易所徵費、印花稅、增值
  - 稅、銷售稅或股息預扣稅等),並同意金馬證券,享有唯一及絕對的酌情權,從其帳戶中預留及/或扣除任何款項以符合上述之要求。客戶確認,在任何情況下,金馬證券將不會為任何因履行上述要求下預扣或扣除有關款項所引致客戶之損失及損害負上責任。
- iv. The Client agrees that Goldhorse Securities can report the Client's personal data and/or transaction information to the relevant global stock exchanges and regulatory authorities (the "Relevant Institutions") in accordance with the requests of the Relevant Institutions. 客戶同意金馬證券能根據相關環球證券交易所及監管機構(下稱「有關機構」)之要求,把客戶個人資料及/或交易資料向有關機構申報。
- 3.1.15 Applicable to the Client with trading service of structured/complex/OTC products 適用於結構性/複雜性/場外交易產品交易服務之客戶
  - The Client agrees to read the transaction terms and risk disclosure statements of the structured/complex/OTC product(s) from the relevant product issuer(s) before executing the transaction of such product(s). 客戶同意在執行結構性/複雜性/場外交易產品的交易前,閱讀相關產品發行者提供的交易條款及風險披露聲明。
  - ii. The Client confirms that the Client is aware of the risks of investing in structured/complex/OTC products and is willing to bear all the risks of investing in this/these type of product(s). 客戶確認其已知悉投資結構性/複雜性/場外交易產品之風險,並願意承擔所有投資此類產品之風險。
  - iii. The Client confirms that the Client is aware of certain charge(s) required to pay for investing in the structured/complex/OTC product(s) (including but not limited to the subscription fee, commission, etc.), and agrees that Goldhorse Securities has the sole and absolute discretion to reserve and/or deduct any funds from the Client's account to meet the above-mentioned requirements. The Client confirms that, under any circumstances, Goldhorse Securities shall not be liable for any loss or damage to the Client caused by the withholding or deduction of the relevant funds under the fulfillment of the above-mentioned requirements.
    - 客戶確認其已知悉投資結構性/複雜性/場外交易產品需要繳付特定收費(包括但不限於申購費、佣金等),並同意金馬證券,享有唯一及絕對的酌情權,從其帳戶中預留及/或扣除任何款項以符合上述之要求。客戶確認,在任何情況下,金馬證券將不會為任何因履行上述要求下預扣或扣除有關款項所引致客戶之損失及損害負上責任。

- iv. The Client agrees that Goldhorse Securities can report the Client's personal data and/or transaction information to the relevant product issuer(s) of the structured/complex/OTC product(s) and regulatory authorities (the "Product Regulatory Institutions") in accordance with the requests of the Product Regulatory Institutions.
  - 客戶同意金馬證券能根據相關結構性/複雜性/場外交易產品發行者及/或監管機構(下稱「產品監管機構」)之要求,把客戶個人資料及/或交易資料向產品監管機構申報。
- 3.1.16 Applicable to the Client with margin trading service 適用於保證金交易服務之客戶
  - The Client confirms that the Client is aware of the risks of using margin trading and is willing to bear all the risks of using margin trading.

客戶確認其已知悉使用保證金交易之風險,並願意承擔所有使用保證金交易之風險。

ii. The Client confirms that the Client agrees the important notes related to the use of Goldhorse Securities' margin trading, including but not limited to the standing authority and credit limit arrangement of the margin securities account, the financing rate of the securities collateral and the arrangement of the collateral processing, the policy of margin call, the arrangement of forced liquidation, the calculation of loan interest, etc. ("Margin Account Policies and Arrangements") and Goldhorse Securities reserves the right to change the Margin Account Policies and Arrangements at any time in accordance with the conditions of the securities market and/or the Client, so as to comply with the internal requirements of Goldhorse Securities. The Client also confirms that, under any circumstances, Goldhorse Securities shall not be liable for any loss or damage caused by the Client owing to the execution of the Margin Account Policies and Arrangements.

客戶確認其已同意使用金馬證券保證金交易之重要事項,包括但不限於保證金證券帳戶常設授權及信貸限額安排、證券抵押品之融資率及抵押品處理安排、追繳保證金政策、強行變現之安排、貸款利息之計算等(下稱「保證金帳戶政策及安排」),及金馬證券可因應證券市場及/或客戶之狀況,保留隨時更改保證金帳戶政策及安排之權利,以符合金馬證券之內部之要求。客戶亦確認,在任何情況下,金馬證券將不會為任何因執行保證金帳戶政策及安排而引致客戶之損失及損害負上責任。

- 3.1.17 The Client confirms and agrees that Goldhorse Securities has no responsibility or obligation to provide any tax advice to the Client. If the Client has any tax questions or does not know the tax status or residency, the Client must seek independent advice. 客戶確認及同意金馬證券沒有任何責任及義務向客戶提供任何關於稅務方面之建議。如客戶有任何稅務方面之疑問或不了解其稅務身份或居所狀況,客戶須徵求獨立之意見。
- 3.1.18 The Client agrees to browse the latest Client Agreement and fee schedule on the website of Goldhorse Securities (http://www.igoldhorse.com) and acknowledges that Goldhorse Securities shall publish the latest Client Agreement and fee schedule on its website in due course. 客戶同意自行到金馬證券網站(http://www.igoldhorse.com)瀏覧最新之客戶協議書及收費表,並知悉金馬證券會適時於其網站發佈最新之客戶協議書及收費表。
- 3.1.19 If there is any ambiguity between the Chinese and English versions of this form, the English version shall prevail. 如此表格之中英文版本有任何歧義,將以英文版本為準。

# 3.2 Declaration of Foreign Account Tax Compliance Act 海外帳戶稅收合規法案聲明

### Important Notes 重要提示:

With effect from July 2014, Foreign Account Tax Compliance Act ("FATCA") has been enacted by U.S. FATCA aims to prevent the non-compliance with U.S. tax obligations by U.S. taxpayers holding foreign financial accounts. According to the information published by the U.S. Internal Revenue Service (the "IRS"), FATCA requires foreign financial institutions ("FFIs") to conduct certain due diligence procedures to identify and report to the IRS information in respect of foreign financial accounts held by (i) U.S. taxpayers; or (ii) foreign entities in which U.S. taxpayers hold a substantial ownership interests.

美國制定的海外帳戶稅收合規法案(下稱「FATCA」)於 2014 年 7 月起生效。FATCA 旨在防止美國納稅人利用海外金融帳戶不遵守美國稅收義務。據美國國稅局表示,FATCA 要求海外金融機構遵從有關盡職調查程序,以辨認及向美國國稅局匯報 (i) 美國人士或 (ii) 美國納稅人持有主要權益之海外實體所持有的海外金融戶口資料。

- 3.2.1 The Client acknowledges and agrees that (i) the information contained in this form is collected and may be kept by Goldhorse Securities for the purpose of FATCA, and (ii) such information and information regarding the Client and any reportable account(s) may be reported by Goldhorse Securities to the IRS for tax purposes. 客戶知悉及同意,金馬證券可根據 FATCA,(i) 收集此表格所載資料並可備存作 FATCA 用途及(ii) 把該等資料和關於客戶及任何須申報帳戶的資料向美國國稅局申報。
- 3.2.2 The Client undertakes to advise Goldhorse Securities of any change in circumstances which affects the tax residency status of the Client identified in this form or causes the information contained herein to become incorrect, and to provide Goldhorse Securities with a suitably updated W-8BEN or W9 form within 30 days of such change in circumstances. 客戶承諾,如情況有所改變,以致影響此表格所述的個人稅務居民身分,或引致本表格所載的資料不正確,客戶會通知金馬證券,並會在情況發生改變後 30 日內,向金馬證券提交一份已適當更新的 W-8BEN 或 W9 表格。
- 3.2.3 The Client agrees that the Client is required to provide any information or documents required by Goldhorse Securities to comply with FATCA in a timely manner.

  客戶同意其需及時提供金馬證券為遵守 FATCA 之任何資料或文件。
- 3.2.4 The Clients agrees that Goldhorse Securities can disclose any information (including the Client's tax status, identity and other payment information) and/or documents provided by the Client to the IRS. 客戶同意金馬證券能透露任何由其提供的任何信息(包括客戶之稅收狀況、身份及其他付款信息)及/或文件予美國國稅局。
- 3.2.5 The Client agrees that the Client has no right to claim against Goldhorse Securities for any losses, liabilities, costs or expenses incurred by the Client owing to the proper use or disclosure of such information or documents to the IRS by Goldhorse Securities in order to comply with FATCA. 就客戶因金馬證券為遵守 FATCA 而恰當使用或向美國國稅局披露此等資料或文件而使其蒙受的任何損失、責任、成本或開支,客戶同意其無權向金馬證券申索。
- 3.2.6 The Client agrees that in view of the loss or expenses incurred by Goldhorse Securities in relation to the Client's violation of the above-mentioned declarations and agreement and/or the failure of the Client to provide any information or documents required by Goldhorse Securities to comply with FATCA, the Client agrees to make compensation to Goldhorse Securities. 客戶同意對金馬證券就因其違反上述聲明及協議及/或因其未能提供金馬證券為遵守 FATCA 所要求的任何資料或文件,而產生的損失或開支,客戶同意向金馬證券作出賠償。

- 3.2.7 The Client declares that the information given and statements made in this form in relation to FATCA are, to the best of the Client's knowledge and belief, true, correct and complete.
  - 客戶聲明就其所知所信,此表格內所填報關於 FATCA 的所有資料及聲明均屬真實、正確和完備。
- The Client agrees that Goldhorse Securities has the sole and absolute discretion to reserve and/or deduct any funds from the Client's 3.2.8 account to meet the requirements of FATCA. The Client confirms that, under any circumstances, Goldhorse Securities shall not be liable for any loss or damage to the Client caused by the withholding or deduction of the relevant funds under FATCA requirements. 客戶同意金馬證券,享有唯一及絕對的酌情權,從其帳戶中,預留及/或扣除任何款項以符合 FATCA 之要求。客戶確認,在任 何情况下,金馬證券將不會為任何因履行 FATCA 要求下預扣或扣除有關款項所引致客戶之損失及損害負上責任。

# 3.3 Declaration of Automatic Exchange of Financial Account Information 自動交換財務帳戶資料聲明

#### Important Notes 重要提示:

- This is a self-certification form provided by the Client to a reporting financial institution for the purpose of automatic exchange of financial account information. The data collected may be transmitted by the reporting financial institution to the Inland Revenue Department for transfer to the tax authority of another jurisdiction.
- 這是由客戶向申報財務機構提供的自我證明表格,以作自動交換財務帳戶資料用途。申報財務機構可把收集所得的資料交給稅務局, 稅務局會將資料轉交到另一稅務管轄區的稅務當局。
- The Client should report all changes in its tax residency status to the reporting financial institution. 如客戶的稅務居民身分有所改變,應盡快將所有變更通知申報財務機構
- If space provided is insufficient, continue on additional sheet(s). All the personal information of the Client, including but not limited to legal name, business address, TIN and details of transactions are required to be reported by the reporting financial institution to the Inland Revenue Department. 如表格上的空位不夠應用,可另紙填寫。客戶的所有個人資料,包括但不限於法定名稱、營業地址、稅務編號及交易詳情均為申報財 務機構須向稅務局申報的資料。
- Goldhorse Securities means Goldhorse Securities, its staff and agent. 金馬證券指金馬證券、其員工及代理人。
- 3.3.1 The Client acknowledges and agrees that (i) the information contained in this form is collected and may be kept by Goldhorse Securities for the purpose of automatic exchange of financial account information ("AEOI"), and (ii) such information and information regarding the Client and any reportable account(s) may be reported by Goldhorse Securities to the Inland Revenue Department of the government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which the Client may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112). 客戶知悉及同意,金馬證券可根據《稅務條例》(第 112 章)有關交換財務帳戶資料的法律條文,(i) 收集此表格所載資料並可
  - 備存作自動交換財務帳戶資料用途(下稱「AEOI」)及(ii) 把該等資料和關於客戶及任何須申報帳戶的資料向香港特別行政區 政府稅務局申報,從而把資料轉交到客戶的居留司法管轄區的稅務當局。
- 3.3.2 The Client undertakes to advise Goldhorse Securities of any change in circumstances which affects the tax residency status of the Client identified in this form or causes the information contained herein to become incorrect, and to provide Goldhorse Securities with a suitably updated self-certification form within 30 days of such change in circumstances. 客戶承諾,如情況有所改變,以致影響此表格所述的個人稅務居民身分,或引致本表格所載的資料不正確,客戶會通知金馬 證券,並會在情況發生改變後30日內,向金馬證券提交一份已適當更新的自我證明表格
- 3.3.3 The authorized person(s) of the Client certify(ies) that he/she/they is/are authorized to sign for the Client of all the account(s) to which this form relates. 客戶之獲授權人士證明,就與此表格所有相關的帳戶,其獲客戶授權簽署此表格。
- 3.3.4 The Client agrees that the Client is required to provide any information or documents required by Goldhorse Securities to comply with AEOI and/or any applicable laws or regulations in a timely manner. 客戶同意其需及時提供金馬證券為遵守 AEOI 及/或任何適用之法例或規例下之任何資料或文件。
- 3.3.5 The Client agrees that Goldhorse Securities can disclose any information (including the Client's tax status, identity, place of business and other payment information) and/or documents provided by the Client to the relevant tax authorities, the government of Hong Kong Special Administrative Region and/or other similar agencies in other countries (collectively "Governmental Agency"). 客戶同意金馬證券可透露任何由其提供的任何信息(包括客戶之稅收狀況、身份、營業地方及其他付款信息)及/或文件予有關 稅務機關、香港特別行政區政府及/或其他國家相類之機關(統稱為「政府機構」)。
- 3.3.6 The Client agrees that the Client has no right to claim against Goldhorse Securities for any losses, liabilities, costs or expenses incurred by the Client owing to the proper use or disclosure of such information or documents to any Governmental Agency by Goldhorse Securities in order to comply with the AEOI. 就客戶因金馬證券為遵守 AEOI 而恰當使用或向任何政府機構披露此等資料或文件而使其蒙受的任何損失、責任、成本或開 支,客戶同意其無權向金馬證券申索。
- The Client agrees that in view of the loss or expenses incurred by Goldhorse Securities in relation to the Client's violation of the above-3.3.7 mentioned declarations and agreement and/or the failure of the Client to provide any information or documents required by Goldhorse Securities to comply with the AEOI or other laws or regulations, the Client agrees to make compensation to Goldhorse Securities 客戶同意對金馬證券就因其違反上述聲明及協議及/或因其未能提供金馬證券為遵守 AEOI 或其他法例或規例所要求的任何資 料或文件,而產生的損失或開支,客戶同意向金馬證券作出賠償。
- 3.3.8 The Client declares that the information given and statements made in this form in relation to AEOI are, to the best of the Client's knowledge and belief, true, correct and complete. 客戶聲明就其所知所信,此表格內所填報關於 AEOI 的所有資料及聲明均屬真實、正確和完備。

WARNING: It is an offence under section 80(2E) of the Inland Revenue Ordinance 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. HK\$10,000).

警告:根據《稅務條例》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(即港幣 10,000 元)罰款 。

3.4 Client Acknowledgement 客戶確認	3.4 Client Acknowledgement 客戶確認						
The Client hereby declares that in relation to all Client's declarations and acknowledgements of section 3 of this form, the terms and conditions of the Client Agreement and the related risk disclosure statements, the Client has been invited to seek independent advice. After signing in the signature column herein below by the Client, it is indicated that the Client has already fully read, confirmed, agreed, accepted, understood and is willing to comply with section 3 of this form, the terms and conditions of the Client Agreement and the related risk disclosure statements.							
客戶茲聲明,關於此表格第3部分之所有客戶聲明及確認、客戶協議書之條款及細則、以及相關風險披露聲明所有內容,客戶已獲邀請尋求獨立之意見。當客戶於下列簽署欄內簽署後,即表示客戶已完全細閱、確認、同意、接受、明白及願意遵守此表格第3部分之客戶聲明及確認、客戶協議書內之條款及細則、以及相關風險披露聲明所有內容。							
Client's Signature 客戶簽署 Da	ate 日期						
4. SFC Licensed Representative's Declaration 證監會持牌代表聲明							
I (the undersigned), as a licensed representative of Goldhorse Securities Limited, hereby declare that in the language of the Client's choice (English/Chinese), I i. have provided the Client Agreement and related risk disclosure statements to the Client; ii. have invited and reminded the Client to read the Client Agreement and related risk disclosure statements; iii. have invited the Client to ask questions and take independent advice relating to the above-mentioned documents if the Client wishes; and iv. if the Client is classified as "no knowledge of derivative products", I have explained to the Client the risks associated with trading derivative products in the related risk disclosure statements.  本人(即下方簽署人),為金馬證券有限公司持牌代表,謹此聲明本人已按照上述客戶所選擇的語言(英文或中文) i. 向客戶提供客戶協議書及相關風險披露聲明; ii. 邀請及提示客戶閱讀客戶協議書及相關風險披露聲明; iii. 邀請客戶就上述文件按其意願提出問題及徵求獨立的意見;及 iv. 如客戶被歸類為「對衍生產品沒有認識」,本人已向客戶解釋在相關風險披露聲明內所列明的有關買賣衍生產品所涉及的風險。							
簽署 Name of SFC Licensed Representative 證監會持牌代表姓名 SFC C.E. Number 證監會中央編號 Date 日期 Mode of Declaration 聲明方式 Time and/or Extension 時間及/或內線 (if applicable 如適用)	□ Face-to-Face 面對面 □ Telephone 電話						
5. Approval of Account Opening 帳戶開戶批核							
Goldhorse Securities Limited 金馬證券有限公司  Authorized Signature 授權簽署  Name of Responsible Officer 負責人員姓名 SFC C.E. Number 證監會中央編號							