

Supplemental Terms and Conditions for Common Reporting Standard

Terms or phrases not defined under this Supplemental Terms and Conditions for Common Reporting Standard ("CRS Supplemental Terms and Conditions ") shall have the same meaning as those under the Terms and Conditions for Securities Trading.

1. Definitions

In this CRS Supplemental Terms and Conditions, the following capitalised terms have the following meaning:

"Account Information" means any information relating to any account of a Customer with any of the RHB Group including without limitation the account number, account balance or value, currency denomination, gross receipts, withdrawals and payments to or from the account and the total gross amount of interest paid or credited to the account.

"Applicable Laws and Regulations" means obligations of RHB Group to comply with: (i) applicable local or foreign laws, ordinances, regulations, demands, guidance, orders, guidelines, rules and codes of practice, whether or not relating to an intergovernmental agreement between the governments or regulatory authorities of two or more jurisdictions; and (ii) any agreement between the RHB Group and any government or taxation authority in any jurisdiction; and (iii) including but not limited to the CRS.

"Authority" means any national, state, or local government, any political subdivision thereof, any agency, authority, instrumentality, whether judicial or administrative, regulatory or self-regulatory organisation, law enforcement body, court, central bank or tax or revenue authority in any jurisdiction whether within or outside of Hong Kong.

"Controlling Person", in relation to an entity (a) (subject to (b) and (c)) means an individual who exercises control over the entity; (b) (if the entity is a trust) (i) means an individual who is the settlor, trustee, protector (if any), enforcer (if any), a or a beneficiary or a member of a class of beneficiaries, of the trust; or (ii) if the settlor, trustee, protector, enforcer, or the beneficiary or the member of a class of beneficiaries, of the trust is another entity, means an individual who exercises control over that other entity; or (c) (if the entity is equivalent or similar to a trust) (regardless of how the entity is described) (i) means an individual who, in relation to the entity, is in a position similar to the settlor, trustee, protector (if any), the enforcer (if any), a beneficiary or a member of a class of beneficiaries, of a trust; or (ii) if, in relation to the entity, another entity is in a position similar to the settlor, trustee, protector (if any), enforcer (if any), or a beneficiary or a member of a class of beneficiaries, of a trust, means an individual who exercises control over that other entity. The term "Controlling Person" must be interpreted in a manner consistent with the Financial Action Task Force Recommendations. Where no natural person or persons is or are identified as exercising control of the entity through ownership interests, the controlling person of the entity is deemed to be the natural person who holds the position of senior managing official.

"CRS" means the Standard for Automatic Exchange of Financial Account Information ("AEOI") in Tax Matters, developed by the Organisation for Economic Co-operation and Development ("OECD") and any associated similar or analogous legislation, treaty, regulation, instruction or other official guidance of any Authority in any jurisdiction.

"Customer" means the Person who has a relationship with any member of the RHB Group in connection with the Services, whether alone or jointly with any other Person and, in the case of a corporation, shall include its successors and in the case of a partnership or other unincorporated entity consisting of two or more Persons, its successors, executors and personal representatives.

"Customer's Information" shall include, but is not limited to, personal information, account balance, financial information, any and all correspondence with and/or in relation to the Customer, and any and all papers, records, evaluations, assessments, materials or other documents or information.

"Entity" means (i) an entity, other than a natural person, that can establish a permanent customer relationship with a financial institution or otherwise own property; or (ii) a legal arrangement; and (b) includes a corporation, partnership and any other body of persons (incorporated or unincorporated) and a trust.

"Person" means an individual, corporation, company, partnership, joint venture, trust, estate, limited liability company, unincorporated organisation or other entity.

"Personal Information" in respect of a Customer and any Controlling Person, means: (i) where the Customer and any Controlling Person is an individual, his/her full name, date of birth, residential address, and any taxpayer identification number ("TIN"), and jurisdiction(s) of residence for tax purposes and reason if no TIN

is available or (if applicable) such other information as the RHB Group may reasonably require regarding such Customer and any Controlling Person; (ii) where the Customer is a corporate/entity, its full name, registered or business address, TIN, jurisdiction(s) of residence for tax purposes, certification of its CRS status/classification and reason if no TIN is available or (if applicable) such other information as the RHB Group may reasonably require.

“**RHB Group**” means RHB Futures Hong Kong Limited, RHB Securities Hong Kong Ltd, RHB Asset Management Ltd, RHB Capital Hong Kong Ltd and their affiliates.

“**Services**”, in relation to a Customer, means, without limitation, (i) the opening, maintaining and closing of financial accounts; (ii) the provision of any financial services and products (including without limitation, loans, brokerage, investment banking services, corporate finance services, provision of capital market services, services in respect of treasury products and financial derivatives transactions); (iii) relationship maintenance between any member of the RHB Group and the Customer (including without limitation marketing and promoting financial services or products); and (iv) any other acts or materials of any member of the RHB Group ancillary to, in furtherance of or in connection with any of the above items (i) to (iii) (including without limitation research and analysis).

“**Tax Information**” in respect of a Customer and any Controlling Person, means: (i) any documentation or information (and accompanying statements, forms, representations, waivers and consents as the RHB Group may from time to time require or as the Customer and any Controlling Person from time to time give) relating, directly or indirectly, to the tax status of the Customer and any Controlling Person; (ii) Personal Information of the Customer and any Controlling Person; (iii) Account Information; and (iv) any other information received by any member of the RHB Group in relation to the Customer, including (but not limited to) information collected and maintained pursuant to anti-money laundering/ know your customer (AML/KYC) procedures.

2. Tax Compliance Provisions

2.1. Provision of Information

- a. The Customer must provide RHB Group with the Customer's Personal Information, and where reasonably required by the RHB Group, the Personal Information of any Controlling Person, in such form and within such time, as the RHB Group may from time to time require.
- b. When there is a change or addition to the Personal Information of the Customer and (where applicable) any Controlling Person, the Customer must update the RHB Group promptly (and in any event no later than 30 days from the date of the change or addition) of the change or addition.
- c. The Customer must, and, where applicable, procure such Controlling Person to, complete and sign such documents and do such things as the RHB Group may reasonably require from time to time for purposes of the RHB Group compliance with Applicable Laws and Regulations.
- d. The Customer agrees that the RHB Group may directly require any Controlling Person to provide or confirm the accuracy of their Personal Information without involving the Customer if the RHB Group reasonably considers it appropriate.

2.2. Disclosure of Information

- a. The Customer expressly consents to the RHB Group disclosing the Customer's Information which includes his/hers/its TIN, and the same information of any Controlling Person as Customer's Information and TIN of any Controlling Person to any Authority in any jurisdiction for the purpose of ensuring the RHB Group's compliance with Applicable Laws and Regulations.
- b. The Customer hereby agrees to waive, and, where reasonably required by the RHB Group, agrees to procure any Controlling Person to waive, any applicable restrictions that would otherwise hinder the RHB Group's ability to disclose Tax Information to comply with Applicable Laws and Regulations, and in particular, to disclose Tax Information in the manner described in 2.2a.
- c. The Customer agrees that the RHB Group may directly require any Controlling Person to agree to the disclosure described in 2.2a and/or waive any otherwise applicable restrictions on such disclosure, if the RHB Group reasonably considers it appropriate.

2.3. Failure to Provide Information

The Customer agrees that:

- a. where the Customer fails to comply with its obligations under 2.1 or 2.2 above; or
- b. where any Controlling Person fails to comply with the RHB Group's requirements set out in 2.1 or 2.2 above; or
- c. where the Personal Information (regardless of whether such Personal Information is in relation to the Customer or any Controlling Person) is inaccurate, incomplete, misleading or is not promptly updated; or
- d. for whatever reason the RHB Group is prevented (under Hong Kong law or otherwise) from disclosing the Tax Information of the Customer and/or any Controlling Person(s) to the relevant Authority as may be required by Applicable Laws and Regulations,

the RHB Group may take one or more of the following actions at any time as may be required by the RHB Group to ensure its compliance with Applicable Laws and Regulations:

1. Refuse to provide new Services to the Customer;
2. Terminate the Customer's account(s) with the RHB Group;
3. Discontinue entirely or in part the RHB Group's relationship with the Customer;
4. Provide (whether before or after taking actions as described in items 2 and 3 of this section) the Tax Information relating to the Customer and/or any Controlling Person to an Authority in any jurisdiction.

3. Customer Confirmations

By using or accepting the Services, the Customer confirms and agrees that:

- a. without prejudice to the applicable terms and conditions governing the relationship between the RHB Group and the Customer, the Customer confirms that the Customer has read this CRS Supplemental Terms and Conditions and fully understand the implications of this CRS Supplemental Terms and Conditions by which the Customer irrevocably agrees to be bound;
- b. any agreement, waiver, representation and/or confirmation given in, or to be given pursuant to, this CRS Supplemental Terms and Conditions is irrevocable;
- c. The RHB Group is not liable for any costs or loss that the Customer (or any Controlling Person) may incur because of any actions taken by the RHB Group which are permitted by or exercising any powers under this CRS Supplemental Terms and Conditions;
- d. any withdrawal or payment amount made by the RHB Group pursuant to any Services shall be subject to this CRS Supplemental Terms and Conditions;
- e. the Customer must obtain or, as the case may be, have obtained the requisite consent from each Controlling Person for the provision of his or her Tax Information to the RHB Group and the disclosure of any of such Tax Information by the RHB Group under this CRS Supplemental Terms and Conditions and the Customer must inform each Controlling Person of the RHB Group's powers under this CRS Supplemental Terms and Conditions;
- f. this CRS Supplemental Terms and Conditions is without prejudice, and are in addition to the RHB Group's existing rights or powers under any terms and conditions governing the relationship between the Customer and any member of the RHB Group.

4. General

- a. In the event of any conflict or inconsistency between any of the contents of this CRS Supplemental Terms and Conditions and other terms and conditions that govern the Customer's relationship with any member of the RHB Group this CRS Supplemental Terms and Conditions shall prevail.
- b. Notwithstanding any other terms and conditions that govern the Customer's relationship with the RHB Group (including but not limited to amendments, supplements, additions, modifications or addendums and the provisions of such terms and conditions), the RHB Group may amend, update, and revise this CRS Supplemental Terms and Conditions unilaterally at any time as may be required by the RHB Group to ensure its compliance with Applicable Laws and Regulations.

- c. If all or any part of this CRS Supplemental Terms and Conditions becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability of such provision in any other jurisdictions or the remainder of this CRS Supplemental Terms and Conditions in that jurisdiction.

CUSTOMER'S OBLIGATIONS

It is the Customer's and each Controlling Person's responsibility to obtain independent professional advice from adequately qualified legal or tax advisors on its obligations under and the consequences of this CRS Supplemental Terms and Conditions.

DISCLAIMER

The RHB Group do not provide tax or legal advice and are unable to advise Customers and/or Controlling Persons regarding the income tax or other tax consequences that may be applicable to them in the Customer's (or the relevant Controlling Person's) particular circumstances.

《共同匯報標準》補充條款及條件

未在本《共同匯報標準》補充條款及條件中定義之條款或詞彙的意思應與非全權委託證券(現金)交易帳戶條款及條件中定義之條款或詞彙相同。

1. 定義

在本《共同匯報標準》補充條款及條件，以下大寫條款意指：

“帳戶資料”指任何與一名客戶在興業金融集團處的任何帳戶相關之資料，這些資料包括但不限於帳戶編號、帳戶結餘或價值、貨幣之計值、總收入、提款及向或自帳戶之付款及存入帳戶之利息的總金額。

“適用法律及法規”指興業金融集團遵守(i)適用的本地或海外法律、條例、法規、請求、指導、命令、指引、規定及實務守則，不論是否與一份政府或兩個或以上管轄區監管機關間之跨國協議有關；及(ii)興業金融集團與任何政府或作何管轄區稅務機關之間的協議；及(iii) 包括但不限於 CRS 之義務。

“機關”指任何國家、省份、或地方政府、地方政府的任何政治分部、任何代理、機關、部門、不論香港以內或以外屬司法或行政、法規或自我監督的組織、執行法律機構、法院、中央銀行或稅務或稅務機關。

“控權人”就某實體而言(a)除(b)及(c)段另有規定外，指對該實體行使控制權的個人；(b)如該實體屬信託，(i)指符合以下說明的個人：該信託的財產授予人、受託人、保護人(如有的話)、執行人(如有的話)、或受益人或某類別受益人的成員或(ii)(如該信託的財產授予人、受託人、保護人、執行人、或受益人或某類別受益人的成員是另一實體)指對該另一實體行使控制權的個人；或(c)(如該實體相等於或相類於信託)(不論如何描述該實體)(i)指符合以下說明的個人：該人就該實體而言，是處於一個相類於信託的財產授予人、受託人、保護人(如有的話)、執行人(如有的話)、或受益人或某類別受益人的成員的位置；或(ii)(如就該實體而言，有另一實體是處於一個相類於信託的財產授予人、受託人、保護人(如有的話)、執行人(如有的話)、或受益人或某類別受益人的成員的位置)指對該另一實體行使控制權的個人。對“控權人”一詞之理解方式必須以與財務特別行動組織的建議一致。在無自然人或無可被辨認為藉權益對實體行使控制的人士之情況下，擔任高級管理人員職位之自然人將被視為實體之控權人。

“共同匯報標準”指由經濟合作及發展組織(“經合組織”)及作何相關相似或可比擬之法律、條約、法規、指示或其他任何管轄區任何機關的官方指導所發展在稅務事項上《自動交換財務帳戶資料》的標準。

“客戶”指在證券服務事宜上，不論獨自或與任何其他人士，與興業金融集團成員有關係之人士；就企業而言，應指包括繼任人，及合夥或其他由兩名或以上人士組成之非企業實體，指其繼任人、執行者及個人代表。

“客戶資料”應包括但不限於個人資料、帳戶結餘、金融資料、任何及所有與客戶及/或跟客戶有關之通訊，及任何及所有紙張、紀錄、評估、材料或其他文件或資料。

“人士”指一名自然人、企業、公司、合夥、合資企業、信託、遺產、有限責任公司、非公司組織或其他實體。

“實體”指(i)某並非自然人的實體，而該實體可與某財務機構建立永久的客戶關係，或該實體本身可擁有財產；或(ii)某法律安排；及(b)包括法團、合夥及任何其他團體(不論是否屬法團)及信託。

“個人資料”就客戶及任何控權人而言，指：(i) 客戶及任何控權人為自然人，其姓名、出生日期、住址、及任何納稅人識別編號、及稅務居民管轄區及無納稅人識別編號之原因或(如適用者)由興業金融集團會合理地要求與自然人或任何控權人有關之該等其他資料；(ii) 客戶為企業/實體，其完整名稱、登記或業務地址、納稅人識別編號、及稅務居民管轄區、其共同匯報標準狀況/分類之聲明及無納稅人識別編號之原因或(如適用者)由興業金融集團會合理地要求之其他該等資料。

“興業金融集團”指興業金融期貨香港有限公司、興業金融證券香港有限公司、興業金融資產管理有限公司、興業金融融資有限公司及其關連公司。

“服務”就一名客戶而言，指不限於(i) 開立、維持及結束財務帳戶；(ii) 任何金融服務及產品(包括但不限於貸款、經紀、投資銀行服務、企業融資服務、資本市場的提供之服務、與國庫產品及金融衍生工具交易有關之服務)的提供；(iii) 任何興業金融集團成員與客戶間(包括但不限於市場推廣金融服務或產品)維持之關係；及(iv) 附帶、進一步或相關於任何前述第(i)至(iii)項所述任何興業金融集團成員之任何其他行為或材料(包括但不限於研究報告及分析)。

“稅務資料”就一名客戶及任何控權人而言，指：(i) 興業金融集團會不時要求或由客戶及任何控權人不時提供與客戶及任何控權人直接或間接稅務狀況

有關之任何文件或資料 (及跟隨之結單、表格、聲明、豁免及同意); (ii) 客戶及任何控權人之個人資料; (iii) 帳戶資料 ; 及 (iv) 任何其他興業金融集團成員已收到與客戶有關之資料, 包括但不限於根據防止洗黑錢/認識你的客戶流程收取及保存之資料。

2. 稅務合規條款

2.1. 資料之提供

- a. 客戶必須向興業金融集團提供其可能不時要求客戶以指定格式及在指定時間內提供客戶及(當興業金融集團合理地要求)任何控權人之個人資料。
- b. 當客戶及(如適用)任何控權人之個人資料改變或增加, 客戶必須盡快把該改變或增加通知興業金融集團, 在任何情況不得超過該改變或增加起計 30 日。
- c. 興業金融集團為遵守適用法律及法規可能不時合理地要求客戶必須及(如適用)設法使控權人完成及簽署的任何文件及行事, 客戶必須遵從該等要求。
- d. 若興業金融集團認為合理適當, 客戶同意興業金融集團可以直接向任何控權人要求提供或確認其個人資料之準確性而毋須客戶參與。

2.2. 資料的披露

- a. 客戶明確同意興業金融集團向任何管轄區任何機關披露客戶資料, 該等資料包括其之納稅人識別編號, 及任何控權人與客戶資料相同之資料及任何控權人之納稅人識別編號, 以確保興業金融集團之遵守適用法律及法規。
- b. 若任何適用之限制或會削弱興業金融集團披露稅務資料以遵守適用法律及法規及特別以上述第 2.2a 段所描述的方式披露稅務資料之能力, 客戶謹此同意豁免及當興業金融集團合理要求時同意設法使任何控權人豁免該限制。
- c. 若興業金融集團認為合理適當, 客戶同意興業金融集團可直接要求任何控權人同意上述第 2.2a 段所描述之披露及/或豁免任何其他適用於該等披露之限制。

2.3. 未能提供資料

客戶同意 :

- a. 當客戶未能遵守上述第 2.1 或 2.2 段所描述之其義務 ; 或
- b. 當任何控權人未能遵守上述第 2.1 或 2.2 段所描述興業金融集團之要求 ; 或
- c. 當個人資料 (不論該等個人資料是否與客戶或任何控權人有關) 不準確、不完整、誤導或並非盡快更新 ; 或
- d. 不論何等原因興業金融集團在香港法律或其他情況被防止其可能依照適用法律及法規向相關機關披露客戶之稅務資料及/或任何控權人, 興業金融集團可能需要在任何時間採取一項或以上下述行動以確保其遵守適用法律及法規 :
 1. 拒絕向客戶提供新服務 ;
 2. 終止客戶在興業金融集團之帳戶 ;
 3. 不繼續興業金融集團與客戶之所有或部份關係 ;
 4. (不論是否採取本 2.3 段第 2 及第 3 項所述之行動以前或以後)向任何管轄區機關提供關於客戶及/或任何控權人之稅務資料。

3. 客戶確認

藉著使用或接受服務, 客確認及同意 :

- a. 不損害管理興業金融集團與客戶間關係之適用的條款及條件, 客戶確認其已經閱讀本《共同匯報標準》補充條款及條件及完全明白本《共同匯報標準》補充條款及條件之可能的結果並不可撤回地同意受本《共同匯報標準》補充條款及條件約束 ;
- b. 按照本《共同匯報標準》補充條款及條件已經或將會提出之任何協議、豁免、聲明及/或確認乃不可撤回 ;

- c. 興業金融集團對任何客戶(或任何控權人)可能因任何興業金融集團採取本《共同匯報標準》補充條款及條件允許之行動或執行任何本《共同匯報標準》補充條款及條件下之權力而產生之成本或損失概不負責；
- d. 任何由興業金融集團集團按任何服務之款項提存應受限於本《共同匯報標準》補充條款及條件；
- e. 客戶必須就向興業金融集團提供其稅務資料及興業金融集團在本《共同匯報標準》補充條款及條件下任何該等稅務資料之披露，由每位控權人獲取或已經獲取(視乎情況而定)所需之同意及客戶必須通知每位控權人在本《共同匯報標準》補充條款及條件下興業金融集團之權力；
- f. 本《共同匯報標準》補充條款及條件為興業金融集團並不損害且為其現有任何管理客戶與興業金融集團成員間關係的條款及條件之額外權利或權力。

4. 一般

- a. 任何本《共同匯報標準》補充條款及條件內容與任何其他管理客戶與興業金融集團成員的關係的條款及條件之間若有任何衝突或不一致之處以本《共同匯報標準》補充條款及條件為準。
- b. 不論任何其他管理客戶與興業金融集團成員的關係條款及條件(包括但不限於修訂、增加、補充、修改或增補及該等條款及條件之提供)，為確保遵守適用法律及法規，興業金融集團可以視乎需要在任何時候單方面修改、更新、及校正本《共同匯報標準》補充條款及條件。
- c. 若本《共同匯報標準》補充條款及條件之所有或任何部份在任何管轄區之法律任何方面變為不合法、無效或不可被執行，該等改變並不影響或損害該條款在任何其他管轄區或本《共同匯報標準》補充條款及條件之其餘部份在該管轄區之合法、有效或可被執行性。

客戶之義務

由合資格適的法律或稅務顧問獲取本《共同匯報標準》補充條款及條件下及後果的義務獨立之專業意見乃客戶及每位控權人之責任。

免責聲明

興業金融集團並不提供稅務或法律意見及不能提示客戶及/或控權人關於可能在客戶(或控權人)的特定情況下適用於其入息稅或其他稅務結果。