

FATCA Policies of China Galaxy International Securities (Hong Kong) Co., Limited and China Galaxy International Futures (Hong Kong) Co., Limited

1. Interpretation

- "FATCA"
- i. the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Service under Sections 1471 to 1474 of the Internal Revenue Code or any associated treasury regulations, as amended or supplemented from time to time, or other official guidance;
 - ii. any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (i) above; or
 - iii. any agreement pursuant to the implementation of paragraphs (i) or (ii) above with the U.S. Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.
- "FATCA Withholding"
- a deduction or withholding from a payment under the Account Opening Agreement as required by FATCA.
- "FATCA Withholdable Payments"
- include payments of interest (including original issue discount), dividends, and other items of fixed or determinable annual or periodical gains, profits, and income, in each case, from sources within the U.S., as well as gross proceeds from the sale of any property of a type which can produce interest or dividends from sources within the U.S. FATCA will also require withholding on the gross proceeds of such sales for payments made after December 31, 2016. Certain U.S. sourced financial payments in connection with lending transactions, investment advisory fees, custodial fees, bank or brokerage fees are also included.

2. General Disclosure On Foreign Account Tax Compliance Act

- 2.1 Under the U.S. Foreign Account Tax Compliance Act, or FATCA, all non-United States entities in a broadly defined class of financial institutions (FIs), are required to comply with an expansive documentation and reporting regime, or, beginning from July 1, 2014, be subject to a 30% United States withholding tax on certain U.S. payments constituting "withholdable payments" (beginning in 2017, a 30% withholding tax applies to gross proceeds from the sale of assets which could produce withholdable payments and foreign pass thru payments). Certain passive non-U.S. entities which are not FIs are required to either certify they have no substantial U.S. beneficial ownership or report certain information with respect to their substantial U.S. beneficial ownership, or, beginning from July 1, 2014, become subject to the same 30% U.S. withholding tax as described above. The reporting obligations imposed under FATCA generally require FIs to obtain and disclose information about certain clients to the United States Internal Revenue Service (IRS).
- 2.2 The impact of FATCA on FIs in a specific country may be modified by an intergovernmental agreement (IGA) between the United States and that country. The United States has entered into an IGA with Hong Kong (Hong Kong IGA).
- 2.3 A Hong Kong IGA should apply to the Galaxy International Securities and/or Galaxy International Futures as it is resident in Hong Kong. Under the Hong Kong IGA, the Galaxy International Securities and/or Galaxy International Futures is obligated to apply prescribed due diligence procedures, and report "U.S. Accounts" and account information with respect to "Nonparticipating Financial Institutions" to the IRS.

2.4 Client may be requested to provide a self-certification or other documentation to the Galaxy International Securities and/or Galaxy International Futures in order to establish their tax residence. Furthermore, if there is any change in circumstances that would affect the Client's tax residence statuses or there is reason for the Galaxy International Securities and/or Galaxy International Futures to know that the self-certification is incorrect or unreliable, a new self-certification and/or additional documentation may be required from the Client.

3. FATCA Compliance

3.1 Client shall confirm that all the information and documents provided in connection with the Account Opening application are true, correct, complete, and not misleading. Client undertakes to notify Galaxy International Securities and/or Galaxy International Futures promptly and within 30 days of such change in writing with updated information and documents whenever there is any change in such information or documents.

3.2 Galaxy International Securities and/or Galaxy International Futures reserves the right to request and the Client has the obligation and agrees to provide to the Galaxy International Securities and/or Galaxy International Futures additional documentary evidence to validate the U.S. or non-U.S. status for FATCA purposes by Galaxy International Securities and/or Galaxy International Futures before account opening and during the course of relationship.

3.3 If Client fails to provide Galaxy International Securities and/or Galaxy International Futures with any information requested or to take action as is specified by Galaxy International Securities and/or Galaxy International Futures in the Agreement within the time period specified, Galaxy International Securities and/or Galaxy International Futures shall be entitled to reach whatever conclusions Galaxy International Securities and/or Galaxy International Futures considers to be appropriate and Galaxy International Securities and/or Galaxy International Futures reserves the right to close the Client's Account or classify the Client's Account as "non-consenting" or "non-participating FFI" and/or execute applicable withholding and reporting under FATCA regulations.

3.4 Client hereby agrees that it is reasonable and appropriate for Galaxy International Securities and/or Galaxy International Futures or its subsidiaries/affiliates to collect, gather, store, use, process, disclose and report the client information. Client agree to the sharing of the client information, together with any other information collected by Galaxy International Securities and/or Galaxy International Futures in respect of this Account Application Form, with its subsidiaries/affiliates and also with the relevant government/tax authorities, service providers or counterparties, based on the relevant tax/legal requirements and subject to all applicable laws and regulations. The process together with the related data processes may involve a transfer of information outside the Hong Kong Special Administrative Region and may also involve the transfer of data through intermediaries, service providers, counterparties or government bodies/ authorities. If a payee or any third party information is involved in any of the transfer, Client agrees that Client has obtained all necessary consent from all such relevant parties in providing the above.

中國銀河國際證券（香港）有限公司及中國銀河國際期貨（香港）有限公司的美國海外帳戶稅收合規法案(FATCA)政策

1. 釋義

「海外帳戶稅收合規法案(FATCA)」	i. 美國國稅局不時修訂或補充之美國境內稅收法第1471至1474條之規定或任何關聯國庫法或其他官方指引。 ii. (在任何情況下)有利上述第i段實行的，於任何其他司法管轄區頒布的任何條約、法律、法規或其他官方指引，或有關美國與其他司法管轄區簽訂的跨政府協議；或 iii. 因實行上述第i段或第ii段而與美國國稅局、美國政府或任何其他司法管轄區之政府部門或稅務機關相關之任何協議。
「海外帳戶稅收合規法案預扣」	海外帳戶稅收合規法案要求對開戶申請協議書記載的付款的扣減或預扣
「海外帳戶稅收合規法案可預扣付款」	包括每項源自美國的繳付利息(包括原發行折扣)、股息、及其他固定或可確定的年度或定期收益，利潤、及收入，以及銷售任何可以在美國境內可產生利息或股息之財產所得之款項。海外帳戶稅收合規法案亦要求於2016年12月31日後預扣該類銷售所得之款項。某類源自美國，有關借貸交易、投資顧問費用、托管費用、銀行或佣金費用之款項亦包括在內。

2. 海外帳戶稅收合規法案的一般披露

- 2.1 在美國海外帳戶稅收合規法案下，所有廣義分類為金融機構之非美國實體必須遵守其文件檔案及申報制度，否則自二零一四年七月一日起須就其源自美國的所有「可預扣付款」扣除百分之三十的預扣稅（由二零一七年起，30%可預扣稅將實拖於銷售可孳生可預扣付款或海外通路付款之資產的總收益。）某些非金融機構的被動非美國實體需要證明他們沒有美國的受益人或申報其美國的受益人資料，否則由二零一四年七月一日起會被同為上述百分之三十的美國可預扣稅所影響。海外帳戶稅收合規法案下的申報責任要求金融機構取得客戶資料及向美國國稅局作出披露。
- 2.2 海外帳戶稅收合規法案對金融機構的影響是有可能因美國與該國家簽訂的跨政府協議(Intergovernmental Agreement (IGA))而有所調整。美國已與香港簽訂跨政府協議(下稱:「香港跨政府協議」(Hong Kong IGA))。
- 2.3 香港跨政府協議適用於銀河國際證券及／或銀河國際期貨。在香港跨政府協議之下，銀河國際證券及／或銀河國際期貨必須遵從既定盡職審查程序及向美國國稅局申報美國帳戶及非參與金融機構的帳戶資料。

2.4 客戶需向銀河國際證券及／或銀河國際期貨提供自我聲明或其他文件以揭示其納稅所在地。此外，如客戶因任何情況而影響客戶的納稅所在地，或令銀河國際證券及／或銀河國際期貨有理由相信客戶之自我聲明有不正確或不可靠之嫌，客戶必須遞交新的自我聲明及／或額外文件。

3. 海外帳戶稅收合規法案的合規

- 3.1 客戶必須確認帳戶申請書上的資料均屬真實、完整、準確及非誤導。如客戶資料有任何變更，客戶務必立即通知銀河國際證券及／或銀河國際期貨，並於三十日內以書面提供更新的資料及文件。
- 3.2 客戶有責任及同意於開戶之前或維持客戶關係期間向銀河國際證券及／或銀河國際期貨提供核對美國或非美國身份的額外證明。銀河國際證券及／或銀河國際期貨亦保留要求客戶提供證明之權利。
- 3.3 如客戶沒有於指定時間內向銀河國際證券及／或銀河國際期貨提供所需資料或按開戶協議採取行動，銀河國際證券及／或銀河國際期貨將有權採取任何銀河國際證券及／或銀河國際期貨認為合適的措施，並保留取消該客戶的帳戶或將該客戶分類為非同意或非參與的外國金融機構的權利，以及執行海外帳戶稅收合規法案下要求的預扣及申報規定。
- 3.4 客戶同意銀河國際證券及／或銀河國際期貨及其關聯公司可收集、儲存、使用、處理、披露及報告其客戶資料。客戶同意按有關稅務／法律要求分享其客戶資料，包括銀河國際證券及／或銀河國際期貨於帳戶申請表所取得的資料，交予銀河國際證券／銀河國際期貨／其關聯公司及有關政府／稅務機關，服務提供者／交易對手。處理數據過程當中可能涉及將數據傳送至香港特區以外地區及可能經過中介公司、服務提供者、交易對手或政府組織／機關。如任何資料傳送涉及收款人或任何第三方資料，客戶同意在提供其相關資料時已取得所有關聯人士的同意。