



輝立商品(香港)有限公司

期貨客戶協議補充:

條款	修訂內容	生效日期
3.1	<p>合適性</p> <p>假如本公司向客戶招攬銷售或建議任何金融產品，該金融產品必須是本公司經考慮客戶的財政狀況、投資經驗及投資目標後而認為合理地適合客戶的。本協議的其他條文或任何其他本公司可能要求客戶簽署的檔及本公司可能要求客戶作出的聲明概不會減損本條款的效力。</p>	09/06/2017
3.2	<p>如客戶在沒有本公司的任何招攬或建議或與之不一致的情況下與本公司進行購買及/ 或出售產品的交易，本公司將沒有任何義務或責任評估該產品是否適合客戶或確保其適合客戶。客戶知悉及同意，客戶應全權負責評估及自行信納交易為適合自己。</p>	09/06/2017
3.3	<p>客戶與本公司進行購買及/ 或出售產品的交易前，客戶應知悉本公司並無持續責任確保其向客戶招攬銷售或建議的產品仍然適合客戶；如有關客戶、該產品、該產品發行人或整體市場的情況有變，該產品或不再適合客戶。</p>	09/06/2017
20 - 20.1	<p>稅務合規事項</p> <p>客戶及代表其行事的人士確認客戶須全權負責瞭解及遵守客戶在所有司法管轄區的稅務責任。客戶須尋求獨立法律及稅務意見，本公司或本公司代理人概不會提供稅務意見。</p>	09/06/2017
20.2	<p>客戶承諾向本公司提供所需的資料、檔及證明書，以履行適用的司法管轄區之間的稅務合規規則對本公司施加的責任。「司法管轄區之間的稅務合規規則」包括但不限於：</p> <p>(a) 「外國賬戶稅務合規法案」，乃指：</p> <ol style="list-style-type: none">《1986年美國國內稅收法（經修訂）》第 1471 至 1474 條，或其任何經修訂或繼後版本；政府與監管機構就第[20.2(a)(i)]段所訂立的任何政府間協議、諒解備忘錄、承諾書及其他安排，包括由香港政府所訂立的任何政府間協議、諒解備忘錄、承諾書及其他安排；本行與美國國稅局或其他監管機構或政府機構根據或就第[20.2(a)(i)]段所訂立的協議；及任何根據前述在美國、香港或其他地方採納的任何法律、規則、規例、詮釋或慣例。 <p>(b) 「稅務資料分享安排」，乃指任何本地或外國法律、規例及規則，包括但不限於外國賬戶稅務合規法案下的責任、相關規則及規例，以及其他影響本行的國際交換安排。</p>	09/06/2017
20.3	<p>客戶確認及同意，本公司可根據適用的本地或外國法律、規例及規則，由本公司決定向稅務當局報告及披露客戶、任何實益擁有人、任何被授權簽字人或其他代表所提供或有關客戶、任何實益擁有人、任何被授權簽字人或其他代表的任何資料（包括但不限於您的身份資料）、檔、證明或賬戶資料（包括但不限於有關賬戶結餘、有關利息收入、股息收入及提款總額）。客戶亦確認及明白適用的本地或外國法律對本公司施加的責任是連續性的。</p>	09/06/2017
20.4	<p>客戶在本公司設立或延續任何賬戶或提供服務，需不時向本公司提供身份資料及個人資料。未能提供資料可導致無法完成交易、提供服務或操作或維持在本公司的任何賬戶，亦可能導致本公司須根據本地或外國法律、規例及規則預扣或扣除的款項。</p>	09/06/2017
20.5	<p>在不影響客戶提供的任何其他彌償保證的原則下，客戶須就其指示、賬戶或因向客戶提供的服務所產生的任何法律責任、合理損失或開支（包括稅項及徵費）向本公司、本公司之附屬成員或代理人作出彌償，包括因客戶未能遵守此等條款及條件或客戶給予的任何其他承諾或客戶的代理人就客戶本人或任何其他人士或事項提供有關此等條款及條件具誤導性或虛假的資料，除非本公司疏忽或犯有故意的不當行為。</p>	09/06/2017



Phillip Commodities (HK) Limited

Supplement to the Futures Client Agreement:

Clause	Amended Content	Implementation Date
3.1	<p>Suitability</p> <p>If the Company solicits the sale of or recommend any financial product to the Customer, the financial product must be reasonably suitable for the Customer having regard to the Customer's financial situation, investment experience and investment objectives. No other provision of this agreement or any other document the Company may ask the Customer to sign and no statement the Company may ask the Customer to make derogates from this clause.</p>	09/06/2017
3.2	<p>In relation to Transactions entered by the Customer without or inconsistent with any of the Company's solicitations or recommendations, the Company is not responsible to the Customer with respect to the suitability of the Transaction. Nor is the Company responsible for the profitability, tax, legal or accounting consequences of any such Transactions.</p>	09/06/2017
3.3	<p>Before the Customer enters any transactions, the Customer should note that the Company has no ongoing responsibility to ensure that a product the Company has solicited the sale of or recommended to the Customer remains suitable for the customer and that if circumstances relating to the Customer, such product, such product's issuer or general market conditions change, such product may no longer be suitable for the Customer.</p>	09/06/2017
20 - 20.1	<p>Tax compliance</p> <p>The Customer and any person acting on its behalf acknowledge that it is the sole responsibility of the Customer to understand and comply with its tax obligations in all jurisdictions. The Customer is advised to seek independent legal and tax advice and neither the Company nor its agents provide tax advice.</p>	09/06/2017
20.2	<p>The Customer undertakes to provide the Company with information, documents and certificates as required by the Company in order to meet obligations imposed by applicable Inter-jurisdictional Tax Compliance Rules. "Inter-jurisdictional Tax Compliance Rules" includes but without limitation to:</p> <p>(a) "FATCA", which means:</p> <ul style="list-style-type: none">i. sections 1471 through 1474 of the United States Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;ii. any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with Clause 20.2(a)(i), including as entered into the government of Hong Kong;iii. agreements between the Company and the Internal Revenue Service of the United States or other regulator or government agency pursuant to or in connection with Clause 20.2(a)(i); andiv. any laws, rules, regulations, interpretations or practices adopted in the United States, Hong Kong or elsewhere pursuant to any of the foregoing; and <p>(b) "Tax Information Sharing Arrangements", which means any local or foreign laws, regulations and rules including, without limitation to, the obligations under FATCA and associated rules and regulations and other international exchange arrangements affecting the Company.</p>	09/06/2017
20.3	<p>The Customer acknowledges and agrees that the Company may report and disclose any information, document, certification or account details (including but not limited to the relevant account balances, gross amounts of relevant interest incomes, dividend incomes and withdrawals) given by or relating to the Customer, any beneficial owners, any authorised signatories or other representative, any account with the Company or any transaction to the Tax Authorities, as required under the applicable local or foreign laws,</p>	09/06/2017

	regulations and rules and as determined by us. The Customer also acknowledges and understands that the Company's obligations imposed by applicable local or foreign laws are continuous.	
20.4	The Customer will, from time to time, supply the Company with identity information and personal data in connection with the establishment or continuation of any account with the Company or provision of its services. Failure to supply the information may result in the Company being unable to effect a transaction, provide the services or operate or maintain any of the Customer's accounts. It may also result in the Company having to withhold or deduct amounts as required under the local or foreign laws, regulations and rules.	09/06/2017
20.5	Without limiting any other indemnity provided by the Customer, the Customer will indemnify the Company, its affiliates or agents on demand against any liability, reasonable loss or expense (including tax and levy) arising from its instructions, account or provision of services to the Customer, including as a result of any failure by the Customer to comply with these Clauses or any other undertakings given by the Customer providing misleading or false information in respect of its account or any other person or matter in connection with these Clauses, unless the Company is negligent or guilty of wilful misconduct.	09/06/2017