



關於遵守美國《外國賬戶稅務合規法案》致客戶通知（「稅務通知」）

1. 資料披露

閣下同意並授權招商銀行股份有限公司香港分行（「本行」）、其職員及任何其他因工作、能力或職權範圍而可接觸到本行內有關閣下個人及戶口資料的紀錄、登記冊或任何通訊或材料（「個人資料」）的人士，根據以下要求（「要求」），向以下機構/人士披露任何該等個人資料：

- 本行或其任何分行根據對本行或其任何分行具法律約束力或適用的任何法律規定，或根據及為符合任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望本行或其任何分行遵守的任何指引或指導，或根據本行或其任何分行向本地或美國的法律、監管、政府、稅務、執法或其他機關，金融服務供應商的自律監管或行業組織或協會（包括任何結算及交收機構）的任何合約或其他承諾（以上不論於香港特別行政區境內或境外及不論目前或將來存在的），而有義務或以其他方式被要求向其披露該等個人資料的任何機構/人士。

閣下承諾及同意，就按照任何要求所需作出的披露，向閣下任何相聯者（包括閣下法律及衡平法上的擁有人 and 付款的收款人）索取此項同意及授權。

2. 情況變動通知

閣下將盡速（一般30天內）以書面通知本行下述任何變動：

- 閣下的資料、狀況、身份，包括任何有關公民身份、居所、稅務上的常駐國家、紀錄上的地址、電話或傳真號碼及電郵地址的變更。

3. 就查詢予以合作

閣下將對本行為遵守任何要求而作出的任何查詢予以充分合作，包括盡速提供所有必需的相關資料、詳情及/或文件，以便本行遵從該等要求。

4. 預扣付款的權利

本行應向閣下支付的任何款項須受所有適用法律和法規約束，包括合規要求及相關結算及交收機構訂明的規則、任何預扣稅要求、外匯限制或管制。閣下同意及確認，本行可依據上文履行或安排履行下述事宜：代扣任何應付予閣下的款項、將任何該等款項存入雜項或其他戶口及/或保留該等款項以待釐定上述預扣稅要求、外匯限制或管制的適用性，且毋需通知閣下或負上任何責任。對於因上述代扣、保留或存入款項而可能導致的任何推算稅前收益 (gross up) 或虧損情況，本行概不負責。

5. 終止

閣下同意，假如閣下未能遵從本通知內任何要求，本行有權隨時凍結任何交易、轉移任何安排，或終止閣下所有或任何戶口或與本行訂立的協議或安排，且毋需給予任何理由或通知。

招商銀行香港分行
2014 月6 月

Notice to Customers relating to compliance with the Foreign Account Tax Compliance Act (“FATCA Notice”)

1. Disclosure of information

You consent to and authorize China Merchants Bank Co., Ltd. Hong Kong Branch (the “Bank”), its staff and any other person who by reason of their scope of work or capacity or office have access to the Bank’s records, registers or any correspondence or material with regards to your personal and account information (“Personal Information”) to disclose any of the Personal Information, where such disclosure is required under any applicable Requirement below:

- to whom the Bank or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Bank or any of its branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Bank or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Bank or any of its branches with local or United States (“US”) legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers (including any settlement and clearing agency), all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future.

You undertake and agree to obtain this consent and authorization from any person associated with You, including Your legal and equitable owners and payment recipients, in respect of which the disclosures may be required under any Requirement.

2. Notification of change in circumstances

You will promptly (normally within 30 calendar days) notify the Bank in writing of any change in:

- Your particular(s), circumstance(s), status, including any change in citizenship, residence, tax residency, address(es) on record, telephone or facsimile number and email address.

3. Cooperation with enquiries

You will cooperate fully in respect of any enquiry that the Bank may make for the purposes of compliance with any Requirement including promptly providing all relevant information, details and/or documents as may be necessary to enable the Bank to comply with the same.

4. Right to withhold payments

Any sum that may be payable by the Bank to You shall be subject to all applicable laws and regulations, including Requirements and rules prescribed by the relevant settlement and clearing agencies, any withholding tax requirement, foreign exchange restriction or control. You agree and acknowledge that pursuant to the foregoing the Bank may, without notice or liability to You, perform, or cause to be performed withholding of any monies payable to You, deposit any such monies into a sundry or other account and/or retain such monies pending determination of the applicability of such withholding tax requirement, foreign exchange restriction or control. The Bank shall not be liable for any gross up or any losses that may be incurred by reason of such withholding, retention or deposit.

5. Termination

You agree that the Bank has a right to block transactions, transfer arrangements or terminate all or any of Your accounts or the agreements or arrangements entered into between You and the Bank at any time without having to give any reason or notice if You fail to comply with any of the requirements under this Notice.

China Merchants Bank Hong Kong Branch
June 2014