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GUARANTEE AGREEMENT FOR CORPORATE ACCOUNT 公司/機構戶口擔保書

GUARANTOR PERSONAL INF	FORMATION	擔保人個人資	料				
Name 姓名		Mr. 先生		Mrs. 太太	■ Ms. 女 士		
In English 英文			In Chinese	中文			
HKID/Passport No. 香港身份證/護照號碼			Place of Issue	Place of Issue 簽發地點			
Nationality 國籍			Date of Birth	出生日期 (dd/mm/y	уууу)		
Home Tel. No. 住宅電話			Mobile Phone	e No. 手提電話			
Residential Address 住宅地址			Fax No.	Fax No. 傳真號碼			
			E-mail Addre	ss 電郵地址			
Annual Income 每年入息 (HK\$)	□ \$100,000 ፱ □ \$500,001 −		\$100,001 -		□ \$200,001 − \$500,000		
Properties 物 業		(請註明物業地址):		3 \$1,000,001			
	□ 按揭	□ 與父母同住	■ 租住	■ 其他(i)	請註明):		
GUARANTEE CORPORATE IN	NFORMATION	受擔保公司	/ 機構資料				
Name of Company 公司名稱							
Nature of Entity 組織類別			Place of Inco	Place of Incorporation 公司註冊地			
□ Sole Proprietor 獨資 □ Partnership 合	:夥 □ Corporation	公司 Trust 信託		porano. A Januar			
Certificate No. of Incorporation 公司	-		Business Re	gistration No. in Hor	ng Kong 香港商業登記證號碼		
				-			
Nature of Business 業務性質			Date of Incorp	Date of Incorporation 註冊日期 (dd/mm/yyyy 日/月/年)			
Tel No. 電話號碼			Fax No. 傳真	Fax No. 傳真號碼			
Registered Address 註冊地址							
Principal Business Address ±	E要營運地址						
1							
Are you maintaining any related acc	count(s) with Ho	ng Kong Securities	(International) Co	o., Ltd. ?			
閣下在香港證券有否關連戶口?							
0	In Own Name	以個人名義 npany Name 以成貞	ロハヨカ金	Account No. PL	□號碼: □號碼:		
○ No 否 □ Yes 是:		mpany Name 以放真 ercompany 成員公		Account No. —	□號碼:		
, , , , , , , , , , , , , , , , , , , ,		orporation Name 以	· · · · · · · · · · · · · · · · · · ·	Account No. 戶			
-		olled Corporation 受					
		· ·	dula (region)				
1 TO LO ANT (O) CIONATURE							
_APPLICANT(S) SIGNATURE 申請人簽署							
Í							
Currenter's Signature							
Guarantor's Signature 擔保人簽署							
Name 姓 名		oate 日期					
(Please use block letter 請使用正楷)							

Guarantee Agreement 擔 保 書

Gua	arantee Agreement This Guarantee is made on the day			/mm/yy) between
	(address/registered office) of			nafter referred to as
	"Guarantor") and Hon g Kong Securities (International)	Company Limited whose registered	,	
Fler	ming Road, Wan Chai, Hong Kong (hereinafter referred	I to as the "Broker")		
 	詹保書於 年	月	日由下列各方簽訂:	
4-1/				
	(1/		;及香港證券(國際)	有限公司(下文稱"經
紀行	亍~~),其註冊辦事處為香港灣仔菲林明道8號大同大厦	夏7樓706室。		
Wh	ereas 鑒於:			
A.	The Guarantor offers this Guarantee in consideration	for the Broker accepting or continu	uing to maintain one or more acco	unts for the benefit of
	(Passport/HKID/B.R.No) (hereinafter referred to	as the
	"Customer");			
and	1			
Α.	擔保人考慮經紀行接納或持續為			(下文稱""客戶"")
•••				一個或多個戶口而出
	具本擔保書;及			,,
В.	The Broker agrees to accept this Guarantee as a con			
	benefit of the Customer. 經紀行同意接納將本擔保	善作為一項先决條件,以接納 剪	以持續為各户設立或維持一個或	多個尸口。
Nov	w it is hereby agreed as follows 雙方茲協議如下:			
4	11.11.11.11.11.11.11.11.11.11.11.11.11.			
1.	Unlimited Guarantee 無限制擔保書	- to maintain and ar mare account	so for the honofit of the Cristomer s	rforother velueble
	In consideration for the Broker accepting or continuin consideration (receipt of which is hereby acknowledg	•		
	primary obligor and not merely as surety that the Gua			
	time to time and at any time, which represent a defici		·	•
	Customer to the Broker, howsoever arising under the			
	Customer and the Broker on the day of		_	
	ultimate balance of any and every deficit and other su			
	the negotiation, preparation, execution or enforcement			· ·
	payment or satisfaction of any part of the Guarantor's		或持續為客戶設立或維持一個或多	
	有價值之代價 (該等代價現已獲確認收妥),擔保人	茲以主要責任人而非僅以保證人身	· 份,無條件目不可撤回地向經紀行 · 份,無條件目不可撤回地向經紀行	· 擔保 , 擔保 人 將按經
	紀行不時與及任何時候提出之要求,迅速向經紀行支付			
	何其它款項,不論該等赤字或拖欠款項是如何依據客戶			司/機構孖展戶口擔保
	書」(下文稱"協議書")而產生。本擔保書是一份持續	賣有效之擔保書,適用於客戶戶口之		之其它款項(連同經紀
	行於談判、準備、執行或強制執行本擔保書時產生之	一切任何種類費用)之最終結欠金額	頚,並且不應因任何中期付款或者	擔保人履行其任何部
	分責任而解除或受到影響。			
2.	Unconditional Guarantee 無條件擔保書			
۷.	If the Customer fails to make payment in accordance	with the Agreement for any reason	n whatsoever the Broker shall for	hwith he entitled
	thereupon to make a written demand on the Guarante	•		
	together with all such amount of outstanding interest,		- · ·	
	obligation to make such payment shall be irrevocable		· · · · · · · · · · · · · · · · · · ·	
	the absence of actions by the Broker to enforce the A			
	consent by the Broker concerning any provision of th			
	Broker to enforce such judgment, or any other circum			
	guarantor. 倘若客戶因任何原因不按協議書規定支付款			-
	支付經紀行之一切款項連同該等欠款應計之一切欠款利息			
	性或可強制執行性如何、經紀行沒有採取行動強制執行協			
	法庭對客戶作出任何判決或者經紀行為強制執行該等判決	采取任何行動、或者存在可能構成一種	彭法律上或衡平法上之擔保人抗辯或的	解除責任之任何其它
	情況。			

3. Preservation of Rights 保留權利

Until any and every deficit and other sums owing have been irrevocably paid and discharged in full, the Broker may: 於客戶戶口之任何及每項 赤字或者客戶拖欠經紀行之任何及每項其它款項經已不可撤回地支付及全部清償之前,經紀行可以:

- a. refrain from applying or enforcing any other security, monies or rights held or received by the Broker in respect of such amounts or apply and enforce the same in such manner and order as the Broker sees fit (whether against such amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same and also shall not take any step to enforce any right or claim whatsoever against the Customer in respect of any monies paid by the Guarantor to the Broker under this Guarantee or have or exercise any rights as surety in competition with or in priority to any claim of the Broker; and 不運用或執行其持有或收到之與該等款項相關之任何其它證券、款項或權利,或者以其認為合適之方式及次序(不論是否就該等款項或其它項目),運用或執行該等證券、款項或權利,擔保人無權受益於該等證券、款項或權利,並且不得就其按本擔保書規定支付經紀行之任何款項採取任何行動強制執行任何權利或向客戶提出任何種類之索償,亦不擁有或不得行使與經紀行之任何索償構成競爭或優先於經紀行之任何索償之任何保證權利;及
- b. hold in suspense account (without liability to pay interest thereon) any monies received from the Guarantor or on account of the Guarantor's liability hereunder. Notwithstanding any such payment, in any proceedings in (or analogous to) bankruptcy, liquidation, composition or arrangement, the Broker may prove for and agree to accept any dividend or composition in respect of the whole or any part of any amounts owing to the Broker as if this Guarantee had not been given. 將向擔保人收取或因本擔保書規定就擔保人之責任而收取之任何款項存入暫記戶口(毋須支付存款利息)。儘管存在任何該等付款,處於任何法律程序期間、出現(或類似出現)破產、清盤、債務和解或安排情況,經紀行均可以申領並且同意接收拖欠經紀行之全部或任何部分款項之任何紅利或債務和解,如同擔保人沒有出具本擔保書一般。

4. Additional Security 附加保證

This Guarantee shall be in addition to and shall not in any way be prejudiced by any other guarantee or security now or hereafter held by the Broker as security for the obligations of the Customer. The Broker's rights hereunder are in addition to and not exclusive of those provided by law. 本擔保書為作為客戶之責任之保證,並為現在或日後由經紀行持有作為保證物之任何其它擔保書或保證物之附加保證,並且不受任何該等擔保書或保證物影響。本擔保書規定之經紀行權利,附加於並且不豁除法律規定之經紀行權利。

5. Certificate 證明書

A certificate of the Broker as to any amount owing from the Customer hereunder shall (in the absence of any manifest error) be conclusive evidence of such amount as against the Guarantor. 經紀行按本擔保書規定就客戶拖欠之任何款項發出之一份證明書 (在無明顯錯誤之情况下),應為擔保人應負擔該等款項之決定性證據。

6. Security 保 證

The Guarantor hereby warrants that it does not hold and will not take or hold without the Broker's prior written consent any security from the Customer in respect of the Guarantor's liability hereunder. Any security so taken (whether with or without the consent of the Broker) shall be held in trust for the Broker and as security for the Guarantor's liability under this Guarantee. The Guarantor will deposit such security and any document relating thereto with the Broker as soon as practicable. 擔保人茲保證,未經經紀行事先書面同意,擔保人不會就本擔保書規定之擔保人責任而持有並且將不會持有客戶交給之任何證券。如此取得之任何證券 (不論是否經經紀行同意),應以信託代式為經紀行持有,並且作為本擔保書規定之擔保人責任之保證物。擔保人將在切實可行的範圍內盡快把該等證券以及任何相關文件交給經紀行保管。

7. Payments 付款

- a. Manner of Payment. All payments to be made by the Guarantor hereunder shall be made in immediately available funds in the same currency in which the corresponding obligations are payable by the Customer to such account as the Broker may specify. 付款方式:擔保人按本擔保書規定支付之所有款項,應以與客戶應支付有關款項之戶口相同之貨幣,用即時可動用之資金,存入經紀行指定之戶口。
- b. Taxes. All payments by the Guarantor under or in connection with this Guarantee shall be made without set-off or counterclaim, free and clear of and without deduction for or on account of all taxes. All taxes in respect of this Guarantee and payments hereunder shall be for the account of and shall be paid by the Guarantor for his own account. If the Guarantor is compelled by law to make payment subject to any tax and the Broker does not actually receive for its own benefit on the due date a net amount equal to the full amount provided for hereunder, the Guarantor will pay all necessary additional amounts to ensure receipt by the Broker of the full amount so provided for. The Guarantor will indemnify the Broker in respect of all such taxes 稅項:擔保人按本擔保書規定或與本擔保書相關而支付之一切款項,應不含稅項、已清繳稅項、毋需沖銷或回扣稅項。與本擔保書以及本擔保書規定款項相關之所有稅項,應由擔保人自行繳付。倘若擔保人被法律強令支付之款項必須納稅,且經紀行於到期應付日期尚未為其本身利益實際收到相當於本擔保書規定之全數款項金額之爭金額,擔保人將支付一切必須之附加金額, 以確保經紀行收到本擔保書規定之全數款項金額。 擔保人將就所有該等稅項賠償經紀行。
- C. Costs. All costs and expenses, including stamp duty, legal fees and any other costs or charges payable in connection with this Guarantee shall be borne by the Guarantor and the Guarantor shall pay to the Broker on demand immediately all such costs and expenses. 費用:與本擔保書相關之一切費用開支,包括印花稅、法律費用、以及任何其它應付之費用或收費,均應由擔保人負擔,且擔保人應就經紀行之要求即時向經紀行支付一切該等費用及開支。

8. Undertakings 承 諾

- a. General. The undertakings in this Clause shall remain in force from and after the date hereof and so long as any deficit is or may be outstanding orthis Guarantee is inforce. 一般規定:本條中所列之各項承諾,於本擔保書簽署之日開始生效,只要客戶戶口出現任何赤字或可能未償付之款項或者本擔保書仍然有效時,本擔保書將持續有效。
- b. Information. The Guarantor will deliver to the Broker promptly upon request such information as to his business affairs and financial condition as the Broker from time to time may request. 資料:擔保人將按經紀行之要求,從速向經紀行提供經紀行不時需要之業務與財務狀況資料。
- c. Consents. The Guarantor will obtain and promptly renew from time to time all consents, licenses, approvals and authorizations as may be required under any applicable law or regulation for the making, performance, validity and enforceability of this Guarantee and shall comply with the terms unconditionally thereof. 同意:擔保人將按照任何適用法律或規例規定,取得並且不時即時更新訂立、履行本擔保書並使本擔

保書有效及可予強制數行所需之一切同意書、特許證、批准書及授權書、並且應無條件遵守所述同意書、特許證、批准書及授權書所含之條款。

- d. Disposals. The Guarantor will not, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily, sell, convey, transfer or otherwise dispose of all or a substantial part of the assets of the Guarantor. 處置:擔保人將不會在一次單一交易或者一系列交易(不論是否相互關連、自願還是不自願)之中出售、轉易、轉移或以任何其它方式處置擔保人之資產之全部或其中一個重要組成部分。
- e. Negative Pledge. The Guarantor will not create or permit to subsist any encumbrance or arrangement or agreement the effect of which is the creation of security on the whole or any part of the respective present or future assets of the Guarantor. 負質押:擔保人將不製造或者允許他人存續以擔保人現在或將來之全部或任何部分資產作為保證之任何產權負擔、安排或協議。
- f. Third Party Guarantees. The Guarantor will procure that no guarantee or other assurance whatsoever against financial loss is granted by himor remains outstanding on the date hereof, without the written consent of the Broker. 第三者擔保書:未經經紀行書面同意,擔保人將不會就任何資金損失或於本擔保書簽署日期的尚未清償之款項,促致作為第三者的擔保人簽署任何擔保書或者作出其它保證。
- g. Not in Default. The Guarantor will disclose to the Broker in writing immediately if the Guarantor is in default under any agreement or instrument binding on him or affecting his assets or involved in any material litigation. 不得違約:擔保人倘若違反對其具約束力、或者對其資產有影響之任何協議或契約文件規定,或者涉及任何重大訴訟案件,擔保人將會把有關情况,即時以書面通知經紀行。

9. Miscellaneous 其它規定

- a. Set-off. The Broker may (but shall not be obliged to) set-off against any obligation of the Guarantor due and payable hereunder any monies, securities and any other property held by the Broker or any Affiliated Company for the account of the Guarantor (whether sole or joint with any other person or persons) at any office of the Broker or any Affiliated Company anywhere and in any currency. The Broker may effect such currency exchanges as are appropriate to implement such set-off. For the purposes of this Clause 9a, "Affiliated Company" shall mean any company that is, for the time being, a company having an ordinary share capital of which not less than 20 per cent is owned directly or indirectly by the Broker or which directly or indirectly owns not less than 20 per cent of the ordinary share capital of the Broker. 抵銷:經紀行可以(但是沒有義務如此辦理)將其或其聯營公司以任何貨幣在經紀行或任何聯營公司於任何地方設立之任何辦事處為擔保人戶口(不論是獨有戶口還是與任何其他人士之聯名戶口)持有之任何款項、證券、以及任何其它財產,用來抵銷本擔保書規定擔保人到期應付之任何款項。經紀行可以適當貨幣兌換該等貨幣,以進行該等抵銷。就本擔保書第 9a 款而言,"等營公司"。一詞,指當時由經紀行直接或間接擁有其不少於 20% 之普通股本之任何公司。
- b. Interest on Obligations. All sums owed by the Guarantor to the Broker under this Guarantee including, but not limited to, the Broker's costs and expenses of collection (including legal costs), shall bear interest payable on demand at a rate per annum equal to 6% over either the cost of funds to the Broker or the prime lending rate charged by The Hongkong and Shanghai Banking Corporation Limited from time to time, whichever is the higher, from the date when such sums become payable by the Guarantor hereunder until payment of such sums in full provided that the Broker may vary the prevailing rate of interest from time to time. 責任利息:擔保人按本擔保書規定欠下經紀行之一切款項,包括但不限於經紀行之各項費用及收款開支(包括法律費用),應於催繳時支付利息。所述利息應以高於相當於經紀行投入之資金成本或香港上海匯豐銀行有限公司不時公布之最優惠利率 6% (以年利率計算,取兩者之中較高者),從本擔保書規定擔保人應支付該等款項之日起,計算至該等項全部支付之日止。惟經紀行可不時更改現行利率。

Assignment. Neither this Guarantee nor any interests or obligations in or under this Guarantee may be transferred or assigned by the Guarantor without the prior written consent of the Broker. 轉讓:未獲得經紀行事先書面同意,擔保人不得轉移或轉讓本擔保書或者本擔保書所含或規定之任何利益或責任。

c. Amendments. No amendment, modification or waiver in respect of this Guarantee will be effective unless in writing and executed by each of the parties or confirmed in writing. 修訂:除非經訂約雙方書面簽署或書面確認,否則對本擔保書之任何修訂、修改或棄權一概無效。 d. e. Irrevocable guarantee. This Guarantee shall not be revocable by the Guarantor and shall remain in full force and effect until all the undertakings hereunder have been discharged by the Guarantor in full to Broker's satisfaction and shall be binding on the Guarantor's executors, administrations, successors or legal representative. Also, if any of the provisions of this Guarantee becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. 不可撤回之擔保書:本擔保書不能由擔保人撤回,並且保持十足效力,直至經紀行滿意擔保人已履行本擔保書規定之全部承諾時為止。本擔保書對擔保人之遺屬執行人、遺產管理人、繼承人或法定代表人均具約束力。倘若按法律規定,本擔保書之任何規定於任何方面成為無效、不合法或不可強制實施之規定,本擔保書其餘各項規定之有效性、合法性或可強制實施性,於任何方面均不受影響或損害。

10. Joint and several obligations 共同及各別責任

- a. Where this Guarantee is executed by or on behalf of the Guarantor involving two or more parties, the Guarantor's obligations shall take effect as joint and several obligations and all references to the Guarantor shall take effect as references to any of such parties. This Guarantee shall not be revoked or impaired as to any of such parties by the death, incapacity or insolvency of any other party. 當簽署本擔保書之擔保人為兩名或多名人士時,擔保人之責任應成為共同及各別責任,由所述兩名或多名擔保人承擔,本擔保書中述及之擔保人,應指所述兩名或多名擔保人其中之任何一人。所述兩名或多名擔保人其中之任何一人死亡、無行為能力或者無力償債,本擔保書不得撤銷或受損害,亦不影響其他擔保人之責任。
- b. The Broker may release or discharge any of such parties from their obligations under this Guarantee or accept any compromise from or make any other arrangements with any of such parties without releasing or discharging the other(s) or otherwise prejudicing or affecting the Broker's rights and remedies against the other party(ies). 經紀行可以免除或解除所述兩名或多名擔保人其中任何一人之本擔保書所規定之各項責任,或者接受所述兩名或多名擔保人其中任何一人之任何妥協或與其達成任何其它安排,而不免除或解除其他各擔保人之責任,亦不影響經紀行對其他擔保人行使各項權利或採取補救措施。

11. Notice 通 知

Any notice or communication given by the Broker to the Guarantor shall be deemed made or given, if the same is addressed to the Guarantor at any of his business, residential or mailing addresses as they appear from time to time on the Broker's records or by telephone, electronic mail or facsimile to any number or address notified to the Broker from time to time for the purpose 經紀行發給擔保人之任何通知或通訊,倘

若發往經紀行不時記錄之擔保人之任何商業地址、住宅地址或郵遞地址,或者以電話、電子郵遞或圖文傳真方式發往擔保人為接收通知目的不時通知經紀行之任何號碼或地址,則視該通知經已於下列時間送達:

- a. on the second business day after such notice is mailed (in the case of post); and (若採用郵遞方式) 於該等通知寄出之後第二個營業日;
- b. when delivered (in the case of personal delivery) or communicated (in the case of telephone, telex cable, telegraph, electronic mail or facsimile transmission), and that no such notice of communication need to be signed on behalf of the Broker. (若為專人送交)於通知送達之時,或者 (若採用電話、電傳、電報、電子郵遞或圖文傳真方式發出)於通訊完成之時,且該等通訊毋須有人代表經紀行簽署。

12. Governing Law 法律管轄

This Guarantee and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("HKSAR") and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of HKSAR. IN WITNESS WHEREOF this Guarantee has been executed on the day and year above written. (in case of an individual or individuals) Signed Sealed and Delivered by the Guarantor 本擔保書及其規定之一切權利、義務及責任,受中華人民共和國香港特別行政區(香港特區)法律管轄並應根據所述法律詮釋,且訂約雙方均不可撤回地服從香港特區法院之非專屬性司法管轄。

(in case of an individual or individua	als 倘若擔保人為個人					
Signed Sealed and Delivered by th	e Guarantor 擔保人簽署、蓋印及交付	†				
	Name of Guarantor 擔保人姓名	Date 日期				
ID/Passport 身份證 / 護照號碼 _ Issue Place 護照簽發地	ssport 身份證 / 護照號碼 Issue Date 簽發日期 lace 護照簽發地					
Passport Expiry Date (If applicable) 護 (Please provide a copy of your ID /	護照有效期至 Passport 請呈交身份證 / 護照影印本	<u> </u>				
In the presence of 簽署見證人						
Signature of Witness 見證人簽署	Name of Witness 見證人姓名	Occupation of Witness 見證人職業				
Date日期						
Address of Witness 見證人地址:						
(in case of an individual or individua	als 倘若擔保人為公司					
The Common Seal of 加蓋擔保人公	公司印鑑					
was hereunto affixed in the presence of	(Common S	Seal 公司印鑑)				
Director 董事簽署						
Director or Secretary 董事或秘書簽	署					