

PLEASE READ THE TERMS AND CONDITIONS OF THIS GUARANTEE
CAREFULLY AND MAKE SURE YOU UNDERSTAND THEM.

請細心閱讀本擔保書的條款及細則，並確保明白其內容。

GUARANTEE AND INDEMNITY

擔保及賠償保證

To: CITIC SECURITIES BROKERAGE (HK) LIMITED
26/F CITIC Tower, No.1 Tim Mei Avenue, Central,
Hong Kong

致： 中信証券經紀（香港）有限公司
香港中環添美道 1 號中信大廈 26 樓

1. In consideration of CITIC SECURITIES BROKERAGE (HK) LIMITED ("**the Company**", which expression shall include its successors and assigns) granting, continuing or affording credit facilities or otherwise at the request of the person named in Part 1 of the Schedule ("**Guarantor**" which expression shall include this person's successors and assigns) for as long as the Company may think fit to the person named in Part 2 of the Schedule (the "**Principal**"), the Guarantor HEREBY AGREES and undertakes with the Company to pay to the Company on demand all sums of money and liabilities (collectively "**Liabilities**") whether certain or contingent, now or hereafter owing or incurred to the Company on any account whatsoever by the Principal whether as principal or surety and whether from the Principal solely or from the Principal jointly with any other person or persons or from any firm in which the Principal may be a partner and in whatever style, name or form and in whatever currency denominated including, without limitation:-

鑒於中信証券經紀（香港）有限公司（簡稱“**公司**”，包括其繼任人及受讓人）在附件第一部分所列的人士要求下（“**擔保人**”，包括其繼任人及受讓人），於公司認為的合適時間內，授予、延續、給予信貸安排或以其他方式提供融通予附件第二部分提到的人士（“**當事人**”），擔保人特此同意並承諾，其將應公司要求向公司支付所有款項與負債（統稱“**負債**”），不管是確定還是或有的、不管是當事人現在或將來基於任何理由欠公司或對公司產生的負債、不管是作為當事人或保證人，也不管該負債是由當事人獨自地還是與任何其他共同地、或當事人作為合夥人不管以何種方式、名義或形式而成立的商號而欠公司或對公司負有的不論以何種貨幣計值的債務，包括但不限於：

(a) in the case of the death or liquidation of the Principal, all sums which would at any time have been owing to the Company by the Principal prior to the Company receiving actual notice of such death or liquidation;

如當事人身故或清盤，在公司收到該等身故或清盤實際通知前當事人於任何時間欠公司的所有款項；

(b) all money obtained from, or liabilities incurred to, and facilities granted by, the Company notwithstanding that the borrowing or incurring of such liabilities or the granting of such facilities may be invalid or illegal or in excess of the powers of the Principal or of any director, attorney, agent, partner or other person purporting to borrow or request or act on behalf of the Principal and notwithstanding any other irregularity in such borrowing or incurring such liabilities or facilities;

所有從公司獲得的款項或產生的債務以及授予公司的融通，儘管該等借貸或債務的招致或融通的授予可能無效或違法或超出當事人、任何董事、律師、代理人、合夥人或其他宣稱代表當事人進行借貸、作出要求或行事的人士的權力，以及儘管此等借貸或招致的債務或融通有任何其他不符合規定之處；

(c) in all cases, money due to the Company in respect of any facilities granted to the Principal in any country together with all interest on all such debts and facilities to the date of payment as well as commission, charges, discounts, legal and other costs, charges and expenses occasioned by or incidental to any other guarantee, indemnity or security held by or offered to the Company for the same indebtedness, or occasioned by or incidental to the enforcement of any such guarantee, indemnity or security or by or to any attempt to recover or partially recover thereunder from the Principal

在所有情況下，當事人因公司在任何國家授予的融通而欠公司的款項，並連同所有此類債務及融通截至支付日的利息，以及由公司持有的或為同一債務向公司提供的任何其他擔保、賠償或抵押品所引起或附帶的，或由任何此類擔保、賠償或抵押品的強制執行所引起或附帶的，或因試圖根據以上各項從當事人收回或部分收回的佣金、收費、折扣、法律及其他費用、收費和支出。

PROVIDED that the total amount recoverable in respect of principal Liabilities from the Guarantor hereunder shall not exceed the sum specified in Part 3 of the Schedule to this Guarantee. For the avoidance of doubt, the Company may in addition demand payment under this Guarantee of, and the Guarantor shall in addition pay, (i) all interest accrued on such principal Liabilities, (ii) default interest on all outstanding Liabilities at the default rate the Company charges its customers from time to time, such interest to be calculated and compounded from the date of the same becoming due until payment (whether before or after judgment) and (iii) all costs and expenses (on a full indemnity basis) arising out of or in connection with the recovery or attempted recovery by the Company of any Liabilities, whether from the Principal, the Guarantor or any other person. For the avoidance of doubt, if Part 3 of the Schedule to this Guarantee is not completed, the Guarantor's liability under this Guarantee shall be unlimited.

然而，據此可從擔保人收回的本金債務的全部金額，不得超過本擔保書附件第三部分規定的款額。為免存疑，公司可根據本擔保書額外要求款額及擔保人應額外支付以下各項：(i) 此類本金債務的所有累計利息，(ii) 所有未償還負債的拖欠利息，欠款利率按公司不時收取其客戶的欠款利率計算，利息從未償還負債到期日開始複合計算至付款為止（不論是判決前或判決後），及(iii) 因公司從當事人、擔保人或任何其他人士收回或企圖收回任何債務並而產生或與此有關的所有費用與支出（按全額賠償基礎）。為免存疑，如本擔保書附件的第三部分並未填寫，擔保人在本擔保書下的責任應為無限制的。

2. Without prejudice to any other provision of this Guarantee, the Guarantor agrees that it shall also be liable under this Guarantee in respect of the Liabilities as a primary debtor and not merely as a guarantor or surety and as if it were liable to indemnify the Company in full in respect of the Liabilities. The Guarantor shall pay to the Company on demand any amount for which it is liable under this Clause 2.

在不損害本擔保書任何其他條款的前提下，擔保人同意其應作為本擔保書的主要債務人，而不僅是擔保人或保證人，並同樣完全賠償公司有關負債。擔保人須應要求向公司支付任何第 2 條規定其須負責的金額。

3. This Guarantee shall be a continuing guarantee binding on the Guarantor until one month's written notice of revocation by the Guarantor (or, where two or more persons are comprised in the term "Guarantor", from each and every one of such persons) is given to and acknowledged in writing by the Company Provided however that the Guarantor shall not be relieved of any liability with respect to any transactions entered into between the Company and the Principal or by the Company for the Principal or on the Principal's behalf prior to the Company's said acknowledgement whether or not the liability in respect of such transactions matures after the Company's said acknowledgement.

本擔保書將持續對擔保人有約束力，直至擔保人（或如由兩位或以上人士構成的“擔保人”，則由每一位擔保人個別地）提前一個月向公司發出書面撤銷通知且獲公司書面確認知悉為止，唯在公司確認上述知悉前，公司與當事人間訂立的任何交易或公司為當事人或代表當事人訂立的任何交易，不管該等交易的責任是否在公司確認知悉後到期，擔保人不得解除任何責任。

4. This Guarantee shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sum of money or liabilities owing as aforesaid but shall extend to cover any sum of money or liabilities which shall for the time being constitute the balance due from the Principal to the Company upon any such account as hereinbefore mentioned.

本擔保書不得因中期付款或全部或部分償還前述任何欠款或債務而視為得到滿足，而應延伸至涵蓋前述的戶口中，任何當事人當時對公司所欠款項餘額的任何款項或債務。

5. This Guarantee shall be in addition to and not in substitution for, and shall not be in any way prejudiced or affected by any guarantee, indemnity or security provided by any person now or hereafter held by the Company for all or any part of the Liabilities nor shall such guarantee, indemnity or security to which the Company may be otherwise entitled or the liability of any person or persons not parties hereto for all or any part of the Liabilities be in anywise prejudiced or affected by this Guarantee. All money received by the Company from the Guarantor or the Principal or any person or persons liable to pay the same may be applied by the Company to any account or item of account or to any transaction to which the same may be applicable PROVIDED ALWAYS that the Company shall have an absolute right to elect to enforce any such guarantee, indemnity, collateral or other security.

本擔保書補充及不可取代及不得在任何方面受任何人士就全部或任何部分負債提供並由本公司目前或以後持有的任何擔保、賠償或抵押損害或影響；而本擔保書亦不得對該等公司可通過其他方式享有的擔保、賠償或抵押，或對由並非本協議一方的任何人承擔的全部或部分負債，以任何方式造成損害或影響。公司從擔保人、當事人或有責任支付該等款項的其他人士獲得的所有款項，均可用於任何戶口、賬目或適用該等款項的任何交易，前提是公司有絕對選擇權執行或行使任何此類擔保、賠償、抵押品或其他抵押。

6. This Guarantee and the liabilities of the Guarantor under this Guarantee shall not be impaired, reduced, discharged or otherwise adversely affected in any way by reason of:

本擔保書及本擔保書中擔保人的責任不得因以下因素而以任何方式被損害、減少、解除，或在其他方面受到不利影響，包括：

(i) the Company from time to time granting to the Principal, any surety for the Principal or any other person providing security for any Liabilities or otherwise any time, indulgence, concession, waiver or consent; or

公司不時對當事人、當事人之擔保人或任何其他為任何負債提供抵押的人士，給予時限、寬容、特許、豁免或同意；或

(ii) the Company varying, realising, releasing or abstaining from perfecting or enforcing any guarantees, indemnities, assurances, bills, notes, rights or security of any kind which the Company may hold in respect of Liabilities, or any other rights, powers or remedies; or

公司改變、實現、解除或放棄完善或強制執行公司對負債可能持有的任何擔保、賠償、保證、票據、單據、權利或任何形式的抵押、或其他權利、權力或補救；或

(iii) the Company compounding with, or waiving, discharging, releasing or varying the liability of, the Principal or any other person, or concurring in accepting or varying any compromise, arrangement or settlement; or

公司結合、豁免、免除、解除或改變當事人或其他人的債務，或同意接受或改變任何妥協、安排或和解；或

(iv) the Company opening any new account or closing or redesignating any other account of the Principal or renewing, varying or determining any existing facilities to the Principal or providing any new or additional facilities to the Principal or requiring the Principal to provide or procure any other guarantee, indemnity or security in respect of the Principal's obligations or the obligations of any other person; or

公司開立新戶口、終止或重新指定當事人的其他戶口或延續、改變或釐定當事人現有融通或向當事人提供新的或額外的融通，或要求當事人就其責任或任何其他人士之責任提供或獲得任何其他擔保、賠償或抵押；或

(v) the Company, by its action or failure to act, prejudicing any rights which the Guarantor may have whether against the Principal, any surety for the Principal or any other person; or

公司的行為或不作出某些行為而損害擔保人對當事人、任何當事人之擔保人或其他人士可能擁有的任何權利；或

(vi) any failure by the Company to take any guarantee, indemnity or security; or

公司沒有取得任何擔保、賠償或抵押；或

(vii) the invalidity of any guarantee, indemnity, security or other right, taken in respect of the Liabilities (or any provision thereof); or

與負債（或其中的任何條款）有關而取得的任何擔保、賠償、抵押或其他權利無效；或

(viii) any existing or future agreement by the Company as to the application of any facilities made or to be made to the Principal; or

公司對於當事人的融通申請或將會提出的融通申請的現有或將來的協議；或

(ix) the Principal or any other party not being bound by the terms of any agreement by which facilities are made available by the Company or any other security, guarantee, indemnity, power, right or remedy whether as a result of any failure to execute, or any deficiency in the execution of the same or as a result of any defect in or insufficiency or want of the necessary powers or any irregular or improper exercise thereof, whether or not known to the Company or for any other reason; or

當事人或任何其他方不受授予公司融通的任何協議條款或任何其他抵押、擔保、賠償、權力、權利或補救約束，不管是否因為沒有簽訂、或簽訂有任何不足之處、或因存在任何缺陷或不足之處、或缺乏必要權力、或其行使有任何不正常或不正當之處，不管公司是否知曉，或是因為其他原因而導致的；或

(x) any assignment by the Principal or any surety of any of its rights or obligations under any guarantee, indemnity, assurance, bill, note, right or security; or

當事人或任何保證人轉讓其在任何擔保書、賠償、保證、票據、單據、權利或抵押中的任何權利或義務；或

(xi) the death, incapacity, insolvency or liquidation of the Principal or any surety, or any arrangement or composition between the Principal or any surety and its creditors; or

當事人或任何保證人身故、喪失能力、無力償債或進行清算，或當事人或任何保證人與其債權人之間達成任何債務安排或債務重整協定；或

(xii) any change in the status or composition of the Company, the Principal, the Guarantor or any surety, whether by change of name or style or, in the case of a company, by amalgamation or reconstruction or any change in constitution (whether in the form of Memorandum and Articles of Association or otherwise) or the formation of and the sale or transfer of the whole or any part of its undertaking and assets to a new entity or, in the case of a firm, sole proprietorship or partnership, the introduction, retirement, removal, death or liquidation of partners (which may include the conversion of a sole proprietorship into a partnership or vice versa) so that this Guarantee shall provide assurance for the discharge of Liabilities both before or after any such change; or

公司、當事人、擔保人或任何保證人的狀態或組成出現的任何變化，不管是因為名義或方式的變化，或是（就其作為一家公司而言）公司合併、重整或任何組成文件的變化（不管是以組織章程大綱與組織章程細則還是其他形式），或形成、出售或轉讓全部或部分業務及資產至新實體，或（就其作為商號經營、獨資經營或合資經營而言）因引進合作夥伴、合作夥伴退出、撤除、身故或清算（包括從獨資轉為合資或由合資轉為獨資）而引起的變化，以致本擔保書須在任何該等轉變前後為債務的解除提供擔保；或

(xiii) anything done or omitted or any other circumstances which, but for this provision, might operate to exonerate the Guarantor or any other person (whether as primary debtor or as surety).

若非因此條款有所規定，任何可能豁免擔保人或其他人（不管是作為主要債務人還是保證人）的已完成或沒有作出的事情或其他情況。

7. All payments under this Guarantee shall be made without any withholding on account of any tax, duty, levy, impost, charge or fee or other cause and without any set-off, counterclaim, restriction, condition or deduction and shall be paid in freely and immediately available funds to the credit of such account and in such currency as the Company may designate. If the Guarantor is required by law to make any deduction or withholding from any payment under this Guarantee, the Guarantor shall pay to the Company such additional amounts as may be necessary to ensure the receipt and retention by the Company (free from any liability in respect of such deduction or withholding) of the full amount which it would otherwise have received. If the Company is required to make any payment on account of tax with respect to any amount payable by the Guarantor hereunder (not being a tax imposed on the Company's net income) or if any liability in respect of any such payment is asserted, imposed, levied or assessed against the Company, the Guarantor shall, upon demand by the Company, promptly indemnify the Company against such payment or liability, together with any taxes, interest, penalties and expenses payable or incurred in connection herewith.

本擔保書項下支付的所有款項均不得扣除任何稅款、稅項、徵費、徵稅、收費、費用或其他項目，並且不得抵銷、反申索、限制、附有條件或扣除及應以不受約束及可即時動用資金及以公司指定的貨幣支付戶口款項。如果法律要求擔保人扣除或預扣本擔保書下任何款項，擔保人應向公司支付必要的額外費用，以確保公司收到與保留若非如此原而應收到的全部款項（就該等扣除或預扣不負有任何責任）。如公司被要求支付有關擔保人在本擔保書下需支付的任何稅款（此非對公司淨收入徵稅）或發生對公司主張、徵收、徵稅或評定與該等稅款有關的任何債務，擔保人應在公司的要求下，即時連同任何需支付或招致的有關稅款、利息、罰金及支出賠償公司有關該等款項及債務。

8. The Guarantor represents and warrants to the Company that:

(i) if it is a company:

(a) it is duly constituted and in good standing under the laws of the country in which it is incorporated and any jurisdiction to which it is subject and has full capacity to enter into this Guarantee;

(b) it has the power to execute and deliver this Guarantee and has taken all action necessary to authorise such execution and delivery and the performance of its obligations hereunder

(including without limitation, the disclosure of information pursuant to clause 19 of this Guarantee);

- (c) neither its execution and delivery of, nor its performance of its obligations under this Guarantee will violate (1) any law, regulation, decree or legal restriction applicable to it or any order or judgment of any court or agency of government applicable to it or any of its assets; (2) any provision of its constitutional documents; or (3) the terms of any material agreement to which it or any of its assets is subject;
 - (d) it is not insolvent or bankrupt or subject to any other insolvency procedure, and no receiver, manager, trustee, custodian or analogous officer has been appointed over any of its property or assets;
 - (e) it has the appropriate power and authority to own its property and assets and to carry on its business as now conducted; and
 - (f) the obligations assumed by it under this Guarantee constitute valid, legal and binding obligations enforceable against it in accordance with its terms; or
- (ii) if he is an individual:
- (a) he is of full age and sound mind and has full capacity to enter into this Guarantee;
 - (b) he has the power to execute and deliver this Guarantee;
 - (c) neither his execution and delivery of, nor his performance of his obligations under this Guarantee will violate (1) any law, regulation, decree or legal restriction applicable to him or any order or judgment of any court or agency of government applicable to him or any of his assets or (2) the terms of any material agreement to which he or any of his assets is subject;
 - (d) he is not insolvent or bankrupt or subject to any other insolvency procedure, and no receiver, manager, trustee, custodian or analogous officer has been appointed over any of his property or assets; and
 - (e) the obligations assumed by him under this Guarantee constitute valid, legal and binding obligations enforceable against him in accordance with its terms.

擔保人向公司陳述及保證：

- (i) 如擔保人為公司
- (a) 該公司在其成立及受管制的司法管轄區之法例下妥為組成及聲譽良好，並具有完全能力簽訂本擔保書；
 - (b) 該公司有能力執行及交付本擔保書及已作出所有必要的行動授權該執行及交付及履行其在本擔保書項下的責任(包括但不限於以本擔保書第 19 條為依據而進行的資料披露)；
 - (c) 該公司在本擔保書下執行及交付或履行其責任時，將不違反(1) 任何適用的法律、規例、判令或法律限制或任何適用於擔保人或其任何資產的任何法院或政府機關的命令或判決；(2) 任何公司組成文件的條款；或 (3) 任何擔保人或其任何其他資產受制的關鍵協議的條款；

- (d) 該公司並非無力償債或破產或受制於任何其他破產清盤程序及並沒有接管人、管理人、受託人、保管人或相類人員被委任處理其財產或資產；
 - (e) 該公司有適當的權力及授權擁有其財產及資產並繼續經營其現正經營的業務；及
 - (f) 該公司在本擔保書下承擔之責任將構成有效、合法及有約束力的責任，並可根據本擔保書的條款對其強制執行。
- (ii) 如擔保人為個人
- (a) 該人士已達成年及精神健全，並有完全能力簽訂本擔保書；
 - (b) 該人士有能力執行及交付本擔保書；
 - (c) 該人士在本擔保書下執行及交付或履行其責任時，並無違反(1) 任何對其適用的法律、規例、判令或法律限制或任何對其或其任何資產適用的法院或政府機關的命令或判決；或(2) 任何擔保人或其任何資產受制的關鍵協議條款；
 - (d) 該人士並非無力償債或破產或受制於任何其他破產清盤程序及並沒有接管人、管理人、受託人、保管人或相類人員被委任處理其財產或資產；
 - (e) 該人士在本擔保書下承擔之責任將構成有效、合法及有約束力的責任，並可根據本擔保書的條款對其強制執行。

9. The Guarantor hereby undertakes to the Company to obtain and maintain in full force, validity and effect all governmental and other approvals, authorities, licences and consents required in connection with this Guarantee, and to do or cause to be done all other acts and things necessary or desirable for the performance of all the obligations of the Guarantor pursuant to this Guarantee.

擔保人特此向公司承諾獲取所有與本擔保書有關的必要的政府及其他審批文件、授權書、許可証及同意書，並使其持續完全有效、生效和具有效力，以及就擔保人在本擔保書下所有義務的履行，採取一切其他必要或合宜的行動。

10. The Guarantor warrants to the Company that it has not taken and covenants to the Company that it will not take from the Principal or any other person, without the prior written consent of the Company, any form of security, guarantee or indemnity, either directly or indirectly and whether merely personal or involving a security interest on any property of the Principal or other person, in respect of the Guarantor's liabilities under this Guarantee. Any such security, guarantee or indemnity taken without the Company's consent shall be held on trust for the Company as security for the discharge of the Liabilities and shall be deposited with the Company. If the Guarantor defaults in so depositing any such security, guarantee or indemnity with the Company the maximum amount for which it shall be liable under this Guarantee, if any limit applies as provided in Part 3 of the Schedule, shall be increased by the amount by which any dividend in the bankruptcy or liquidation of the Principal or otherwise payable by the Principal to the Company is thereby diminished.

擔保人向公司保證其沒有並向公司承諾在沒有獲得公司書面同意前，不會就擔保人在本擔保書下的責任，從當事人或任何其他人員直接或間接取得任何形式的抵押、擔保或賠償，不管是否僅為個人還是涉及當事人或其他人任何財產的抵押權益。如未經公司同意取得任何該等抵押、擔保或賠償，將以信託形式為公司持有作為清償負債的抵押保留，並將存放予公司。如果擔保人違約不將任何該等抵押、擔保或賠償存放予公司，其在本擔保書下應承擔的最大金額責任（如適用附件第三部分規定限額），應按照當事人破產或清算時攤還債款所減少或當事人應付給公司的其他款項因此而減少的金額而相應增加。

11. The Guarantor agrees not to (a) exercise any rights of set-off, contribution or indemnity or any right to demand or accept repayment of, or payment of interest on, any loans or advances now or in the future due to it from the Principal against the Principal, (b) claim any right of subrogation in respect of any guarantee, indemnity or security held by the Company in respect of the Liabilities unless the Liabilities shall have been paid and discharged in full or (c) prove otherwise in competition with the Company in respect of any payment by it under this Guarantee; except that the Guarantor may (and shall if so required by the Company) prove in any liquidation or participate in any competition with creditors of the Principal or any other person for claims against the Principal or such person on condition that the benefit of such claims is held upon trust to pay amounts recovered thereunder to the Company until the Liabilities shall have been discharged in full.

擔保人同意不得（a）對當事人行使任何抵銷、分擔或賠償權，或要求、接受當事人償還或支付其欠擔保人現有或未來的任何貸款或預支款或其利息，（b）就與債務有關的任何擔保、賠償或抵押的申索代位權利，除非負債已完獲全支付或清償，或（c）就其在本擔保書下的任何付款在其他方面提供與公司具競爭性的債權證明；惟擔保人可（如公司要求則應該）在任何清算中提供債權證明，或參與當事人之債權人或任何其他人士向就對當事人或該等人士提出索賠的競逐，條件是此類索賠的利益須以信託形式持有並將據此收回的款項支付公司，直到完全清償負債為止。

12. Any money received under this Guarantee may be placed and kept to the credit of a suspense account for so long as the Company thinks fit, without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any Liabilities. Notwithstanding any such payment, in the event of any proceedings in or analogous to liquidation, composition or arrangement, the Company may prove for and agree to accept any dividend or composition in respect of the whole or any part of the Liabilities in the same manner as if this Guarantee had not been given.

根據本擔保書獲得的款項，可放置於暫記帳戶並保留至公司認為合適的時間，期間並沒有任何義務須將該款項或其任何部分應用於清償負債。儘管有任何該等付款，如果發生清算、債務重整協議或債務安排或與其類似的程序，公司可就負債的全部或任何部分提供債權證明並同意接受任何債款攤還或債務重整協議，如同沒有發出本擔保書一樣。

13. With respect to any Liabilities payable in a foreign currency or in any foreign country, the Guarantor shall be obliged to pay to the Company the relevant unpaid Liabilities in the same foreign currency and place in which the same are payable or, at the election and at the request of the Company, the Guarantor shall be obliged to pay to the Company at its Hong Kong Office, the equivalent thereof in Hong Kong currency computed at the current selling rate of the Company, on the date the relevant Liabilities became due, for cable transfers of such foreign currency to the place where the same are payable. The Guarantor shall indemnify the Company against, and pay to the Company on demand the amount of any loss incurred by it arising from any change in the value in Hong Kong currency of such foreign currency between the date the relevant Liabilities became due and the date of payment thereof. The term "**foreign currency**" shall be deemed in this Guarantee to refer to that type of such currency which under applicable laws and regulations may be used to pay and discharge any relevant Liabilities. If on the date the relevant Liabilities became due no selling rate is quoted by the Company for cable transfers of such foreign currency to the place where the same are payable or if at any time the Company is unable due to interruption of any communications between Hong Kong and any foreign office at which the records of the relevant Liabilities are maintained or to legal restrictions, acts of war, insurrection or civil uprising at the location of such foreign office, to establish the amount of the relevant Liabilities, the Company may estimate the equivalent in Hong Kong currency of the amount of the relevant Liabilities on the basis of the last statement or statements received by the Company from such foreign office and the last quoted selling rate for cable transfers of such foreign currency to the place where the same are payable and the Guarantor shall be obliged, on demand, to furnish such security or additional money (as the case may be) or to make such payments on account of its liabilities under this Guarantee as the Company shall request. The Company will hold such additional security or money as security for the Guarantor's obligations under this Guarantee and the Guarantor shall remain liable for all Liabilities until they are ultimately determined.

對於須以外幣支付或在國外支付的負債，擔保人有義務以同一外幣及在同一地方向公司支付相關的未償負債，或在公司選擇與要求下，擔保人有義務在相關負債到期日，按公司當時電匯該外幣至應予以支付地的賣出匯率折算，向公司的香港辦事處支付等值港幣的款項。對於任何因在負債到期日與支付日期間此類外幣的港幣值變化而導致由公司承擔的損失，擔保人應向公司賠償並應按公司向公司支付。本擔保書中“外幣”指的是在適用法律與規定下，可用來支付及清償相關負債的此類貨幣。如果在相關負債到期日，公司並未取得電匯該外幣至應予支付地方的賣出匯率，或任何時候如公司因香港與掌握相關負債記錄的任何外國辦事處通訊中斷，或因法律限制、戰爭、該外國辦事處所在地發生暴動或叛亂，以致無法確定相關負債的金額，公司可根據最近從該外國辦事處獲得的一或一份以上的報表及電匯該外幣至應支付地方的賣出匯率最新報價，估計相關負債的港幣等值。擔保人有義務應要求提供該保證或額外款項（視情況而定），或按公司要求就其在本擔保書下的債務支付此等款項。公司將會持有該額外保證或款項，作為對擔保人在本擔保書下的義務的保證。直至最終決定所有債務時，擔保人一直對負債負有責任。

14. Any release, settlement or discharge between the Guarantor and the Company shall be conditional upon no security, disposition or payment to the Company in respect of the Liabilities being avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any law relating to liquidation, insolvency, composition or arrangement for the time being in force or for any other reason whatsoever. The Company shall be entitled to recover from the Guarantor or any other relevant person the value which the Company placed upon such security or disposition or the amount of such payment as if such release, settlement or discharge had not occurred.

擔保人與公司之間的任何責任解除、和解或免除，其先決條件須為對與負債有關的抵押、處置或給予公司的付款，不得依照當時有效及有關清算、無力償債、債務重整協議或債務安排的法律或其他原因而予以避免、擱置或命令放棄、付掉、退款或減少。公司有權從擔保人或其他相關人士收回公司對此類抵押或處置指定的價值或該等付款的金額，猶如此類解除、和解或免除沒有發生一樣。

15. If this Guarantee ceases for any cause whatsoever to be binding as a continuing guarantee on the Guarantor, the Company shall be at liberty without thereby affecting its rights hereunder to open a fresh account or accounts and to continue any then existing account with the Principal and no money paid from time to time into any such account or accounts by or on behalf of the Principal and subsequently drawn out by the Principal shall on settlement of any claim in respect of this Guarantee be appropriated towards or have the effect of payment of any part of the money due from the Principal at the time of this Guarantee ceasing to be so binding as a continuing guarantee or of the interest thereon unless the person or persons paying in the money shall at the time in writing direct the Company specially to appropriate it to that purpose.

如本擔保書因任何原因不再對擔保人構成具約束力的延續擔保，公司在不因此而影響其在本擔保書項下權利的前提下，可自由開立一個或以上的新戶口，並繼續維持任何當時當事人仍開立的戶口。當事人或他人代當事人不時存入該等戶口並由當事人其後提取的款項，在與本擔保書有關的任何索賠和解時，不得撥付或用以支付於本擔保書失去約束力時當事人欠款的任何部分，或支付該等欠款的利息，除非付款人當時特意書面明示公司將其用於該撥款目的。

16. (a) In addition to any other right which it may have at law, the Company shall be entitled to retain and not repay any amount whatsoever which is or may hereafter be owing from it to the Guarantor or any money whatsoever which it may hold, now or hereafter, for the account of the Guarantor, whether on current, savings or deposit account and regardless of the currency thereof, unless and until all Liabilities shall have been discharged in full.

除法律規定的任何其他權利外，公司有權保留及不償還目前或以後可能欠擔保人的任何金額、或公司目前或以後可能為擔保人戶口持有的任何款項，不管是活期、儲蓄還是存款帳戶，亦不管帳戶的貨幣為何，直到所有負債得到清償為止。

(b) In respect of the Guarantor's liability hereunder, the Company shall have a lien on all securities and other property of the Guarantor held by the Company whether for safe custody, investment management or otherwise. Without limiting any general lien, right of set-off or other right to which the Company may be entitled, the Company may at any time without notice to the Guarantor, whether or not the Company has made a demand under this Guarantee or the Liabilities have become due, combine, consolidate or merge all or any of the Guarantor's accounts with it and the Liabilities and may set-off or transfer any sums held for the Guarantor or standing to the credit of any such accounts (whether actual or contingent, subject to notice or not and whether matured or not) and any interest accruing thereon in or towards satisfaction of the Liabilities, notwithstanding that the sums held for the Guarantor or the balances on such accounts and the Liabilities may be at different branches in different jurisdictions and may not be expressed in the same currency. The Company is hereby authorised to effect any necessary conversions at its own rate of exchange then prevailing for the foregoing purposes.

就擔保人的在本擔保書下的責任而言，公司對擔保人持有的證券及其他財產享有留置權，不管是作妥善保管、投資管理或其他作用。在不限制任何公司的一般留置權、抵銷權或公司可享有的其他權利的前提下，公司可在任何時間及不需通知擔保人的情況下，亦不管公司已否根據本擔保書提出要求或負債是否經已到期，將擔保人在公司開立的所有或任何戶口與負債結合、組合或合併，並有權抵銷或轉賬其在該等戶口為擔保人持有的或貸記於該等戶口的任何款項（不管實際或或有的款項，需否通知或是否到期）及任何在其上產生的利息，用以抵償負債，而儘管為擔保人持有的款項或該等戶口的餘額與負債是在不同的司法管轄區的分行持有，以及未必以同一種貨幣體現。為達到上述目的，公司特此獲授權可獨自按當時的匯率進行任何必要的換算。

17. Any forbearance or delay by the Company in exercising any right or remedy shall not be deemed to be a waiver of such right or remedy, and any single or partial exercise of any right or remedy shall not preclude the further exercise thereof. No course of dealing between the Guarantor and the Company nor any waiver in any one or more instances shall be deemed a waiver in any other instance. Each of the Company's rights and remedies shall continue in full force and effect until such rights or remedies are specifically amended or waived by an instrument in writing executed by the Company.

公司任何不行使或延期執行其任何權利或補救，不得視為放棄此類權利或補救。任何單一或部分行使任何權利或補救，將不妨礙進一步行使該等權利或補救。擔保人與公司之間的交易或任何單一或多次的豁免，不得視為在任何其他情況下的豁免。公司的權利與補救將持續完全有效及生效，直到公司簽署文書，特意修改或豁免該等權利或補救為止。

18. Any provision in this Guarantee which is invalid, illegal or unenforceable for any reason in any jurisdiction shall be ineffective only to the extent of such invalidity, illegality or unenforceability and shall not affect the validity, legality and enforceability of the remaining provisions hereof or the validity of such provision in any other jurisdiction.

本擔保書中任何條款在任何司法管轄區因任何原因無效、違法或無法強制執行，則只限於該條款在該司法管轄區的範圍內無效、違法或無法強制執行，其將不影響本擔保書其餘條款的有效性、合法性及強制執行性，或該條款在其他司法管轄區的有效性。

19. (a) The Guarantor authorizes the Company to disclose any information regarding the Guarantor: 擔保人授權公司披露任何與擔保人有關的信息予：

(i) to any of its subsidiaries or affiliates or to any agent engaged by the Company or any such subsidiaries or affiliates to provide services to them in their normal course of business, provided that the recipient of such information shall be required to keep it private and confidential; and it is agreed that the disclosure of information in such circumstances shall not constitute a violation of the Company's obligations of confidentiality;

任何其子公司或關聯人士，或公司或任何其該等子公司或關聯人士爲了在日常業務中向其提供服務的代理人，前提是必須要求獲悉該等信息的人士不得公開及須予以保密；各方同意在此種情況下，披露信息不構成公司違反保密義務；

(ii) to subsidiary or affiliate companies of the Company, other banks, financial institutions, credit and payment card companies, credit reference agencies and governmental authorities either in response to their credit enquiries directed to the Company or if the Principal shall fail to satisfy any obligation to the Company, whether under this Guarantee or otherwise.

公司之子公司或聯營公司、其他銀行、金融機構、信用卡與支付卡公司、信用查詢機構及政府當局，以回應其對公司的信用查詢，或當事人沒能實現任何其對公司的義務，不論是否本擔保書下或其他方面的義務。

(b) The Guarantor (if an individual) agrees to be bound by the Company's Circular relating to the Personal Data (Privacy) Ordinance of Hong Kong (“**Circular**”) and to the use of personal data about him in the manner specified in such Circular, and agrees that the provisions of such Circular shall apply generally to the Company's treatment of personal data about him.

擔保人（如爲個人）同意遵守公司的有關香港個人資料（私隱）條例之通知，及按照通知中規定的方式使用其個人資料，並同意該通知的條款應適用於公司對其個人資料的使用。

20. Without prejudice to any other provision of this Guarantee, notwithstanding that the Principal is a committee or association or other unincorporated body (as the case may be) which has no legal existence or which is under no legal liability to discharge obligations undertaken or purported to be undertaken by it or on its behalf, this Guarantee shall be valid and binding on the Guarantor and have effect as though the Guarantor was the principal debtor and the Guarantor acknowledges that the Company accepts the Principal as such at the Guarantor's request.

在不違背本擔保書任何其他條款的前提下，儘管當事人爲委員會或組織或其他非法團組織（視情況而定），沒有法律地位或無法律責任解除需其或由其代表承擔的義務，本擔保書仍然有效並對擔保人有約束力，並具如同擔保人作爲主要債務人一樣的效力。擔保人並承認公司是在擔保人的要求下，接受當事人此一安排。

21. Without prejudice to any other provision of this Guarantee, if any firm whose account is hereby guaranteed is dissolved, this Guarantee shall apply to all money borrowed and liabilities and credits incurred in the firm's name until the Company shall receive actual notice of such dissolution. If however the dissolution be by reason only of the introduction of a further partner or partners into the firm this Guarantee shall continue and, in addition to the debts and liabilities and credits due by the old firm, shall apply to all money and liabilities and credits due or incurred to the Company from or by the new firm(s) thereby constituted as though there had been no change in the firm as previously constituted.

在不違背本擔保書任何其他條款的前提下，如任何其戶口受本擔保書保證的合夥商號解散，本擔保書將適用於所有以該合夥商號名義借入的款項與產生的債務和信貸，直到公司收到該解散的實際通知。如果解散僅因爲該合夥商號引入一名或多名合夥人的緣故，本擔保書將繼續有效，並除適用於舊有合夥商號所欠的債務、債務和信貸之外，還適用於因此而新組成的合夥商號欠本公司或產生的所有款項、債務和信貸，猶如該之前組成的合夥商號的情況沒有變化一樣。

22. This Guarantee shall operate for the benefit of the Company and its successors and assignees, notwithstanding any change by way of amalgamation, consolidation or otherwise in the constitution of the Company or any such successor or assignee. The Company may assign or otherwise transfer and/or any of its rights and interests under this Guarantee.

本擔保書保障公司及其繼任人和受讓人的利益，儘管公司或任何該繼任人或受讓人的組成產生

合併、結合或以其他方式的變化。公司可轉讓或以其他方式轉移其在本擔保書下的任何權利與利益。

23. Any notice or demand by the Company shall be deemed to have been validly given if addressed to the Guarantor at such address as may be notified to the Company in writing by the Guarantor or appear in the Company's records as the Guarantor's last known address. Any notice delivered personally shall be deemed to have been given at time of delivery. Any notice despatched by letter postage prepaid shall be deemed to have been given immediately after posting. Any notice sent by facsimile shall be deemed to have been given at the time of transmission.

如公司將通知或要求送達至擔保人書面通知公司的地址，或公司記錄中最後為人所知的擔保人地址，則視為此類文件有效送達。以面交方式送達的通知在交付之時應視為已送達。通過預付郵費信件送達的通知在寄出後即視為已經送達。通過傳真發出的通知在傳送完畢後即視為已經送達。

24. Where appropriate in this Guarantee:

在本擔保書中，於適用情況下：

(i) the use of the masculine gender shall also include the feminine or neuter;

凡提及男性的地方應包括女性或中性；

(ii) the use of the neuter gender shall also include the masculine or feminine;

凡提及中性的地方應包括男性或女性；

(iii) the use of the singular shall include the plural and vice versa;

凡使用單數的地方應包括複數；反之亦然；

(iv) the expression "**person**" shall mean and include a company, society, corporation, firm, partnership, joint venture, trust, state, agency of a state, or an individual and in the case of an individual his or her executors, administrators, committee, receiver or other person lawfully acting on behalf of every such person;

“人士”一詞指並包括公司、社團、企業、合夥商號、聯營企業、信託、國家、國家代理人或個人，如屬個人則包括其執行人、管理人、委員會、接管人或可以合法代表此人的其他人士；

(v) the expression "**this Guarantee**" shall mean this Guarantee and Indemnity and shall be construed as including and extending to any separate or independent stipulation or agreement herein contained and any supplement or amendment hereto;

“本擔保書”一詞指本擔保書與賠償，應包括並延伸至包含於此的任何分開或獨立的規定或協議，以及其補充條款或修訂；

(vi) "**facility**" means all types of facility and accommodation provided by the Company including, without limitation, loans, advances, overdrafts, credits, guarantees and confirmations;

“融通”指公司提供的所有類型的融通與便利設施，包括但不限於貸款、預付款、透支、信貸、擔保與保兌；

(vii) "**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;

“香港”指中華人民共和國香港特別行政區；

(viii) "**liquidation**" means bankruptcy, winding up, liquidation, supervision, administration or any analogous proceedings in respect of any person (as the case may be);

“清算”指對任何人的破產、清盤、清算、監督、管理或任何類似的法律程序（視情況而定）；

(ix) references to the "**Schedule**" are to the Schedule annexed hereto; and

“附件”指本擔保書的附件；及

(x) "**security**" includes any mortgage, charge, pledge, lien or other encumbrance or security interest.

“抵押”包括任何按揭、押記、質押、留置或其他產權負擔或抵押權益。

25. A certificate by an officer of the Company as to any Liabilities for the time being due, any interest or exchange rate or any other matter shall be conclusive evidence in any legal proceedings against the Guarantor unless (i) the Company failed to exercise reasonable skill and care in respect of any such statement or certificate or (ii) any such statement or certificate was generated by the wilful default or forgery or gross negligence of the Company or any of its employees, agents or servants.

公司主管人員就任何當時到期的負債、任何利息或匯率或任何其他事宜發出的證明，在針對擔保人提出的任何法律程序中將構成不可推翻的證據，除非（i）公司就任何該等聲明或證明並未運用合理的技能與謹慎，或（ii）任何該等聲明或證明乃由公司或任何其員工、代理人或僱員故意違約、偽造或重大疏忽造成。

26. Where this Guarantee is given for more than one person the expression "**Principal**" shall be construed as referring to them collectively and individually.

如本擔保書由多於一名人士出具，“當事人”一詞應視為指其每個別人士及全體。

27. (a) This Guarantee shall be governed by and construed in accordance with the laws of Hong Kong and the Guarantor hereby irrevocably submits to the jurisdiction of the Hong Kong courts, provided that such jurisdiction, at the sole option of the Company, shall not be exclusive. The Guarantor agrees that any writ, summons, order, judgement or other document shall be deemed duly and sufficiently served if addressed to the Guarantor and left at or sent by post to the address in Hong Kong of the Guarantor last known to the Company.

本擔保書應受香港法律管轄並據其解釋，擔保人在此不可撤銷地同意受香港法院管轄，前提是公司可完全決定該司法管轄區不應是排他的。擔保人同意如任何法院令狀、傳召、命令、判決書或其他文件送達或郵寄至公司最後為人所知的擔保人的香港地址，即應視為該等文件適當且充分地送達。

(b) The Guarantor hereby irrevocably appoints the person named in Part 4 of the Schedule ("**Process Agent**") to be its agent to accept service of any legal process in Hong Kong in connection with this Guarantee. The Guarantor agrees that any writ, summons, order, judgment or other document issued in connection with the Liabilities shall be deemed duly and sufficiently served on it if addressed to the Process Agent and left at, or sent by post (postage prepaid) to, its address (whether or not it is forwarded to or received by the Guarantor). The foregoing shall not limit the rights of the Company to serve process on the Guarantor in any manner permitted by law in any jurisdiction.

擔保人在此不可撤銷地任命附件第四部分所述的人員（“法律文件接收人”）為其代理人，在香港接收與本擔保書相關的任何法律程序文件。擔保人同意如任何與負債相關的法院令狀、傳召、命令、判決書或其他文件送達或郵寄（預付郵費）至法律文件接收人地址（不管是否送交擔保人或

擔保人已收取)，即視為適當且充分地送達。以上條款均不得限制公司在任何司法管轄區法律許可範圍內以任何方式送達文件予擔保人的權利。

(c) The Guarantor irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and its assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from suit, jurisdiction of any court, relief by way of injunction, order for specific performance or for recovery of property, attachment of assets (whether before or after judgment), and execution or enforcement of any judgment to which it or its assets might otherwise be entitled in any proceedings in relation to this Guarantee in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any such proceedings.

擔保人在法律許可的最大範圍內不可撤銷地免除所有有關其本人及其資產(不論是其用途或擬作用途)以國家主權或其他類近理由的豁免權、任何司法管轄權、禁制令寬免、強制履行令或收回財產的命令、資產扣押(不管是判決前後)，以及有關本擔保書在任何司法管轄區進行的法律程序中，擔保人及其資產以其他方式可享有判決的執行或強制執行，同時擔保人在法律許可的範圍內不可撤銷地同意其將不申索任何法律程序豁免。

28. If signed by a firm or partnership, the expression "**the Guarantor**" shall include the person or persons from time to time carrying on business in the name of such firm or partnership.

如由商號或合夥商號簽署，“擔保人”一詞應包括以該商號或合夥商號名義經營業務的人士。

29. If this Guarantee is signed by more than one person or is signed by one person for himself and on behalf of others (whether a partnership or otherwise):

如本擔保書為由超過一人或由個人為自己及代表他人簽署(不管是合夥商號還是其他形式)：

(a) the expression "**Guarantor**" shall include each such person (a "**Joint Guarantor**") and the liability of Joint Guarantors under this Guarantee shall be joint and several;

“擔保人”一詞應包括所有該等人士的每一人(“聯合擔保人”)，並本擔保書下聯合擔保人的責任應為共同及各別責任；

(b) any demand for payment on any one or more of the Joint Guarantors shall be treated as a valid demand on all Joint Guarantors;

任何對某個或多個聯合擔保人的付款要求應視為對所有聯合擔保人的有效要求；

(c) the Company may release or discharge any one or more of the Joint Guarantors from liability under this Guarantee or compound with, accept compositions from or make any other arrangement with any of such persons without, in consequence, releasing or discharging or otherwise prejudicing or affecting its rights and remedies against any other Joint Guarantor;

在不因此免除、解除或以其他方式損害或影響其對任何其他聯合擔保人的權利與補救的情況下，公司可免除或解除某個或多個聯合擔保人在本擔保書下的責任，或與其了結、接受債務重整協議或作出任何其他安排；

(d) this Guarantee shall not be affected by the death, incapacity or liquidation of any Joint Guarantor;

本擔保書不因任何聯合擔保人的身故、喪失能力或清算而受影響；

(e) termination of this Guarantee pursuant to Clause 3 by any one or more of the Joint Guarantors or his or their personal representatives shall not affect the continuing liability of the other Joint Guarantors (and Clause 3 shall be construed accordingly);

任何一個或多個聯合擔保人或其遺產代理人根據第 3 條終止本擔保書，將不影響其他聯合擔保人的持續責任（並應相應解釋第 3 條）；

(f) the fact that any Joint Guarantor is not bound by the provisions of this Guarantee (for whatever reason) shall not discharge the other Joint Guarantors who shall be and continue to be bound by this Guarantee; and

任何聯合擔保人（不管是何種原因）不受本擔保書條款限制，均不得免除其他應繼續受本擔保書制約的其他聯合擔保人的義務；及

(g) until the Liabilities have been paid in full to the Company, no Joint Guarantor will, without the prior written consent of the Company, exercise or claim any rights available to it against any other Joint Guarantor.

除非已向公司償清所有負債，否則任何聯合擔保人均不得在未獲得公司事先書面同意的情況下，行使或索賠其對其他聯合擔保人的任何權利。

30. The Guarantor hereby acknowledges and confirms that he has been advised to seek his own independent legal advice regarding his liabilities under this Guarantee.

擔保人在此知悉與確認，已獲建議就其在本擔保書下的責任尋求獨立的法律諮詢。

31. The Chinese translation contained herein is for information only and is not a formal translation of the English version of this Guarantee and the Guarantor hereby acknowledges and confirms that he has been advised to seek his own independent translation of the English version of this Guarantee. In the event of discrepancy between the Chinese version and the English version of this Guarantee, the English version shall prevail.

本擔保書的中文版僅作參考用途，其非本擔保書英文版正式譯本，內容只供參考。擔保人特此知悉與確認，已獲建議就此英文版的擔保書尋求獨立的中文譯本。如本擔保書的中文版本與英文版本有任何歧義，一概以英文版本為準。

SCHEDULE附件

Part 1 第一部分

Guarantor擔保人

Name 姓名:

Address/Registered Office 地址/註冊辦事處:

Facsimile 傳真:

HKID/C.I.No. 香港身份證/公司註冊證書號碼:

Part 2 第二部分

Principal當事人

Name 姓名:

Part 3 第三部分

Limit (if applicable) 限額 (如適用)

(Complete in words and figures; if this Part is not completed, the Guarantor's liability to the Company under this Guarantee shall be unlimited)

(用大寫與數字填寫；如此部分未填寫，本擔保書中擔保人對公司的責任將不受限制)

Part 4 第四部分

Process Agent法律文件接收人

Name 姓名:

Address (in Hong Kong) 地址 (香港):

Facsimile 傳真:

Telex (if any) 電傳 (如有):

This Guarantee has been executed by the Guarantor as a deed on _____.

本擔保書作為契約由擔保人於_____簽署。

SEALED with the common seal of)
The Guarantor and SIGNED by)
擔保人法團印章及由_____)

_____)
簽署)

)
in the presence of:)
見證人:)

OR 或

SIGNED SEALED and DELIVERED)
by the Guarantor)
擔保人簽署、蓋章及交付)

)
in the presence of:)
見證人:)