

擔保書

致：潮商證券有限公司（“潮商證券”）、

香港灣仔港灣道 26 號華潤大廈 2206-10 室

日期：_____

擔保人姓名：_____

擔保人身份證/護照/公司註冊號碼*：_____

擔保人地址：

擔保人電話：_____

客戶姓名：_____

有關：證券交易帳戶

我/我們（以下稱為“擔保人”）考慮到潮商證券為上述客戶（以下稱為“委託人”）開設證券交易帳戶、及經常根據委託人簽字的客戶協議書（總稱為“上述協定”），向委託人借款、提供信貸、或提供延期支付，我/我們在此向潮商證券擔保，委託人一定會遵守和執行上訴協定的條款和規定，我/我們在此同意並與潮商證券訂立契約，並且宣佈：

1. 完全彌償潮商證券因委託人不遵守和執行上述協定或其中任何一個協定的條款和規定時所造成的損害。
2. 擔保人會根據潮商證券的要求，向潮商證券付款並且在此保證償還委託人應向潮商證券支付的款項，以及所有的利息、佣金和潮商證券可能在業務中向委託人收取的其他費用，以及潮商證券為促使委託人還款或試圖讓其還款的過程中所支出的各項費用。在潮商證券向我/我們提出彌償要求前不必先向委託人提出任何索償行動。
3. 此項擔保持續有效，是一份持續擔保書，適用於委託人應向潮商證券支付款項的所有未付餘額。
4. 當擔保人是由幾個人共同組成時，擔保人所承當的責任被視為這幾個人的個別及共同連帶責任。

5. 此項擔保不因擔保人或組成擔保人的幾個人中的一個或幾個死亡而終止或受到影響。擔保人或上述個人中的存活者和可能已經死亡的擔保人或這些人中任何一個的個人代表可以在任何時間已書面形式通知潮商證券終止擔保，確定從潮商證券收到通知後不少於三個月後的某一天起，該擔保將不再對此後發生的交易有效。但是，擔保人對截止該日委託人應付給潮商證券的款項和利息以及上述成本和費用仍然承擔償付責任。
6. 儘管有上述的終止擔保通知，不論在終止通知之前還是之後，該擔保都仍然對所有第 5 條規定的擔保終止日之前發生的交易造成的委託人對潮商證券的應付款承擔責任。
7. 即使潮商證券收到終止擔保的通知，或者已向擔保人提出償還擔保的款項的要求，潮商證券仍可合法地繼續使用委託人的現有帳戶或為委託人開立一個或多個新帳戶，此後支付到這個或這些帳戶中的款項不能被撥付以償還之前被擔保的款項，除非支付人在支付款項時直接表明該筆款項用於有關用途。
8. 根據該擔保書，委託人破產或喪失清償能力不影響或終止擔保人的債務責任，當委託人在破產或喪失清償能力之前發生的對潮商證券的應付款被完全清償之前，這些債務持續完全有效。
9. 此項擔保不因委託人的業務終結或章程修改而被撤回、撤消或削弱。
10. 只要在委託人的帳戶上還有未清償的應支付給潮商證券的款項，該擔保書就不可撤銷並具有約束力，它是我/我們、我/我們的受讓人、遺產執行人和遺產管理人作出的持續性保證。
11. 此項擔保和潮商證券據此所享有的權力是以下擔保的附加，並不因以下事項而受影響或損害，即：潮商證券現在或今後從委託人處獲得或以委託人的名義而獲得其他或更多擔保，潮商證券修改、放棄、刪除或忽略這些擔保的實施，或者潮商證券修改或終止對委託人的債權，或者潮商證券將持有的匯票、本票或其他可轉讓票據展期，或者給予一定期限付款、准許延期付款或者跟委託人或者對匯票、本票或其他可轉讓票據承擔付款責任的個人或公司簽定其他協定或接受妥協方案。
12. 潮商證券從委託人處或其資產中收取的所有紅利組合及款項，都應該視為對潮商證券的償還，直至潮商證券從委託人處取回所有欠款後，本人才有權力取代潮商證券向委託人追討。
13. 所有保證、擔保或支付的承諾，不會受到《公司條例》（香港法例第 622 章）的修改和修訂而引起的無力償還行為影響。任何保證、擔保或支付下的付款，都不能損害或影響潮商證券按本擔保書向擔保人追討全數欠款的權力。
14. 潮商證券有自由且不受限制地為了自己的利益而隨時以潮商證券認為合適的方式獲得償還，而擔保人的債務責任並不會因此而減輕。潮商證券可以在尋求其他償還方式之後使擔保書生效，也可以在不尋求其他償還方式的情況下，在任何時間要求應付餘額被償還。

15. 潮商證券和委託人或代表其利益的其他人之間確認的帳戶，擔保人必須將其作為委託人對潮商證券的應付款賬目的確鑿證據並且加以接受。委託人或他人代表委託人向潮商證券償還的任何款項，不論是貸款、利息還是費用，以及委託人或代表其利益的其他人默許認可的應付款，根據擔保書的條款規定，都表示擔保人對該責任的認可。
16. 潮商證券管理人員提供的關於委託人對潮商證券的債務欠款證明，在任何對抗我/我們或我們中的任何一人的法律程式中應該作為確鑿證據。
17. 現在和今後委託人對擔保人的欠債，皆從屬於委託人對潮商證券的債務。委託人對擔保人的債務應該由擔保人以潮商證券信託人身份從委託人處收款、執行和收回，然後根據委託人對潮商證券的債務支付給潮商證券，但是這並不應該在任何程度上減少或影響擔保人根據該擔保書的條款應承擔的責任。
18. 只要還有欠款未還清，潮商證券就對擔保人在貴處的任何帳戶上現在和今後放置的資產享有扣押權並可執行以沖抵擔保人的義務。
19. 潮商證券在執行擔保書中的權利或許可行為時，不作為或者有所忽略，並不構成解除擔保人的責任的藉口。
20. 本擔保書不會因為委託人死亡而終止。
21. 不論委託人是不是沒有法人資格或於法律其不存在，本擔保書對我/我們仍然有效及有約束力，就好像我/我們與委託人有共同和個別的責任。
22. 即使潮商證券可能和其他公司或數個公司、個人或幾個人發生合併，或者潮商證券進行結構重組，並把潮商證券所有或一部分的資產轉移給新公司，或者潮商證券把企業或資產的全部或部分賣給其他企業，不論上述與潮商證券合併的公司和因為重組或出售使得全部或部分資產轉移至的新公司在公司目標、特點和章程上是否與潮商證券相同，此項擔保書仍然對擔保人有約束力，擔保人的意圖是該擔保書仍然在有利於潮商證券的所有方面保持有效，該擔保書的利益和所有授予潮商證券的權利都轉讓給上述企業或幾個企業、個人或幾個人，由他們行使，而且按照所有的目的和意圖依照相同程度執行，就好像在擔保書中所指的不是潮商證券，而是這個或這幾個公司、這個或這幾個人。
23. 根據本擔保書所發出的通知應該通過電報或電傳送潮商證券，或用預付信封郵寄到潮商證券的註冊辦公室或所知道的最新地址，有關通知應該視為以上述方式發送的當天或者郵寄的第二天送達。
24. 我們理解和同意，除非以書面形式由潮商證券簽署，本擔保書中的所有條款和規定不能被放棄、更改、修飾或修訂。
25. 此項擔保書受香港特別行政區法律的約束和解釋，我/我們接受香港法院的司法管轄權。

個人擔保人

簽署、蓋印並送交 _____)

)

姓名: _____) _____ (簽署)

見證人簽字: _____

見證人姓名: _____

公司擔保人

公司的法團公章現在公司 _____)

的董事及董事/秘書面前蓋上。 _____) _____ (董事簽署)

)

董事姓名: _____)

董事/秘書姓名: _____) _____ (董事/秘書簽署)

見證人簽字: _____

見證人姓名: _____

Letter of Guarantee

To: ChaoShang Securities Limited

Room 2206-10, China Resources Bldg,

26 Harbour Rd, Wan Chai, H.K.

In consideration of your agreeing to provide or continue to provide to _____

(name of the Client) of _____

_____ (address of the Client)

(the "Client") securities trading services, margin facilities, loans, advances, credits, other financial accommodation and related services pursuant to an agreement between you and the Client, the terms of which are contained in your General Terms and Conditions, Additional Terms for Securities Trading, Additional Terms for Margin Securities Trading, as the same are amended from time to time (the "Agreement") (receipt of a copy whereof is hereby acknowledged), the undersigned hereby agrees as follows:

1. Unlimited Guarantee and Indemnity

1.1 I/We, the Guarantor(s) (see Schedule 1 below for particulars of the Guarantor(s)), hereby unconditionally and irrevocably guarantee to you that, if for the reason the Client does not pay any sum due and payable by it under the Agreement, including without limitation all interests, expenses, costs and losses payable thereunder, I/we as primary obligor will pay to you that sum on demand by you provided you shall not be under any obligation, whether to me/us, the Client or otherwise, to make any such demand or to make such demand at any particular time.

1.2 As between me/us and you but without affecting the Client's obligations, I/we shall be liable under this Guarantee as if I/we were the sole principal debtor and not merely a surety. I/We agree to pay you such sum as may be demanded by you whether or not you have demanded the Client for payment. Accordingly, I/we shall not be discharged, nor shall my/our liability be affected, by anything which would not discharge me/us or affect my/our liability if I/we were the sole principal debtor including without limitation:

- (a) any time, indulgence, concession, waiver or consent at any time given to the Client or any other person;
- (b) any amendment to the Agreement;
- (c) the making or failure or delay to make any demand on the Client or any other person for payment;
- (d) the enforcement of or failure or delay to enforce the Agreement or this Guarantee;
- (e) the taking, existence or release of any security interest or other guarantee;
- (f) the winding-up, dissolution, death, insanity, incapacity or any change in the name, style or constitution or bankruptcy of the Client or any other person, or any step being taken for any such winding-up, dissolution or bankruptcy; or
- (g) the illegality, invalidity or unenforceability of, or any defect in, any provision of this Guarantee

or the Agreement or any of the obligations of any of the parties under or in connection with this Guarantee or the Agreement.

- 1.3 My/Our obligations under this Guarantee are and will remain in full force and effect by way of continuing security until no sum remains to be paid under the Agreement and you have irrevocably received or recovered all sums payable under the Agreement. Furthermore, those of my/our obligations are additional to any other right which you may possess and may be enforced without first having recourse to the Client, any other person or any other security interest. I/We irrevocably waive all notices and (except as required by the above Clause 1.1) demands of any kind.
- 1.4 I/We shall on demand indemnify you against any funding or other cost, loss, expense or liability sustained or incurred by you as a result of being required for any reason (including any bankruptcy, insolvency, winding-up or similar law of any jurisdiction) to refund all or part of the amount received or recovered by you in respect of any sum payable by the Client under the Agreement and shall in any event pay to you on demand the amount so refunded by you.
- 1.5 As separate, independent and alternative stipulations, I/we unconditionally and irrevocably agree that any sum which, although expressed to be payable by the Client under the relevant Agreement, is for any reason (whether or not now existing and whether or not now known or becoming known to any party to the Agreement) not recoverable from me/us on the basis of a guarantee shall nevertheless be recoverable from me/us as if I/we were the sole principal debtor and shall be paid by me/us to you on demand.
- 1.6 This Guarantee shall be binding on and enforceable against me/us and my/our executors, administrators, legal representatives, successors and assigns until the expiration of three months after your receipt of a written notice to determine this Guarantee served by me/us. Any such notice shall not release me/us in respect of liabilities existing before the expiration of the said notice.
2. Representations and Warranties
I/We represent and warrant to you and for your benefit as follows:
 - 2.1 I/We have the power to enter into, exercise my/our rights and perform and comply with my/our obligations under this Guarantee.
 - 2.2 All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order to enable or ensure the following have been taken, fulfilled or done:
 - (a) I/we lawfully enter into, exercise my/our rights and perform and comply with my/our obligations under this Guarantee,
 - (b) that those obligations are valid, legally binding and enforceable, and
 - (c) that those obligations rank and will at all times rank at least equally and ratably in all respects with all my/our other unsecured indebtedness except for such unsecured indebtedness as would, by virtue only of the operation of law, be preferred in the event of my/our winding-up, dissolution or bankruptcy.
 - 2.3 My/Our execution and performance of or compliance with my/our obligations under this Guarantee do not and will not violate or exceed any restriction granted or imposed by any law to which I am/we are subject or my/our constitutional documents, or result in the existence of, or oblige me/us to create, any security over my/our assets.

2.4 Each of the representations and warranties in this Clause 2 will be correct and complied with in all respects so long as any sum remains payable under the Agreement as if repeated then by reference to the then existing circumstances.

3. Interest

I/We will pay interest to you, at the rate of interest applicable under the Agreement to overdue sums, on all sums demanded under this Guarantee from the date of your demand or, if earlier, the date on which the relevant damages, losses, costs, liabilities or expenses arose in respect of which such demand has been made until the date of receipt of such sums by you (both before and after judgment) at such rate of interest applicable under the Agreement to overdue sums.

4. Payments

4.1 All sums payable by me/us under this Guarantee shall be paid free of any restriction or condition and free and clear of and (except to the extent required by law) without any deduction or withholding, whether for or on account of tax, by way of set-off or otherwise and any payment made shall be grossed up as necessary to achieve the same.

4.2 On each date on which any sum is due from me/us, I/we shall make available to you, by payment in Hong Kong dollars or, at your election, in the currency in which the relevant sum would otherwise be payable under the Agreement. Payment shall be made in immediately available funds to such account as you may specify.

5. Set-off

In addition to any general lien or similar right to which you may be entitled at law, you may, at any time and without prior notice, set off or transfer any monies standing to the credit of my/our account with you or any member of your group of whatever description and in whatever currency and whether held singly or jointly with others towards discharge of all my/our liabilities to you or any member of your group whether such liabilities be primary, collateral, several, joint or in other currencies. Insofar as any of the liabilities to you or any member of your group are contingent or future, your liability to me/us to make payment of any sums standing to the credit of any such accounts will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event. For the purpose of this Clause, a company is a member of your group if it is directly or indirectly controlling, controlled by or under common control with you.

6. Assignment

6.1 I/We may not assign or transfer all or any of my/our rights or obligations under this Guarantee.

6.2 You may assign or transfer all or part of your rights, benefits and obligations hereunder to such person(s) and disclose to a potential transferee or any other person proposing to enter into contractual arrangements with you in relation to this Guarantee such information about me/us as you may at your absolute discretion think fit.

7. Miscellaneous

7.1 Failure or delay in exercising any rights, power or privilege by you in respect of this Guarantee shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power or privilege preclude you from further exercise, enforcement, or the exercise or enforcement of any other right, power or privilege hereunder.

7.2 The rights and remedies provided in this Guarantee are cumulative and not exclusive of any other

rights or remedies (whether provide by law or otherwise).

- 7.3 If I/we consist of more than one person, then the liabilities of each such person hereunder shall be joint and several. Any notice, payment or delivery by you to either or any one of such persons shall be a full and sufficient discharge of your obligations to notify, pay or deliver under this Guarantee.
- 7.4 A certificate issued by any of your officers stating the outstanding indebtedness of the Client as at any time shall be conclusive and binding on me/us.
- 7.5 In the event of this Guarantee being determined for any reason whatsoever you may open and continue a new or separate account with the Client in your books and if you do not in fact open such new or separate account you shall nevertheless be deemed to have done so at the time this Guarantee is determined and as from and after that time all payments in account made by the Client to you shall (notwithstanding any legal or equitable rule or presumption to the contrary) be placed or deemed to have been placed to the credit of the new or separate account so opened or deemed to have been opened as aforesaid and shall not go in reduction of the amount secured by this Guarantee at the time this Guarantee is determined provided always that nothing contained in this clause shall prejudice the security which you otherwise would have had hereunder for the payment of the moneys hereby guaranteed.
- 7.6 You are entitled to retain this Guarantee for such period as you deem fit after all the amounts secured by this Guarantee have been fully discharged.
- 7.7 In the event of any discrepancy between the English and the Chinese version of this Guarantee, the English version shall prevail.

8. Communication

- 8.1 Each communication under this Guarantee shall be made by fax or otherwise in writing to the fax number or address last known to the party making the communication.
- 8.2 Any communication or notice from me/us shall be irrevocable, and shall not be effective until received by you. Any communication or notice from you to me/us shall be conclusively deemed to be received by me/us.

9. Partial Invalidity

The illegality, invalidity or unenforceability or any provision of this Guarantee under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

10. Personal Data

I/We have read and understood your Notice to Clients relating to the Personal Data (Privacy) Ordinance and agree that my/our personal data held by you may be used for the purposes and disclosed to such classes of persons as stated therein (as amended from time to time).

11. Governing Law

This Guarantee shall be governed and construed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China. I/We hereby submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.

Warning Notice to the Guarantor(s)

1. The Client (as defined below) has applied to utilize our securities trading services, margin facilities, loans, advances, credits or other financial accommodation and related services on the security of the Guarantee to be executed by you.
2. Before you sign the Guarantee which you have to sign if you go on with the transaction, you should instruct a solicitor to protect your interests and to ensure that your rights and liabilities under the Guarantee are properly protected.
3. YOU ARE RECOMMENDED TO INSTRUCT YOUR OWN SOLICITOR who will be able at every stage of the transaction to protect your interest and to give you independent legal advice.
4. If you instruct your own solicitor, you should request your solicitor to issue a certificate to us confirming that you fully understand the Guarantee and its practical implications.
5. YOU ARE STRONGLY ADVISED to obtain the financial information of each of the Client, and engage your own financial adviser to give you advice on such financial information before signing and executing the Guarantee.
6. Your liability under the Guarantee will be unlimited, if you decide to go on with the transaction and sign and execute the Guarantee.
7. You also have the choice not to proceed with the transaction.
8. Please think carefully before deciding whether to proceed with the transaction. You are free to choose whichever option you prefer.

ChaoShang Securities Limited**Schedule 1****PARTICULARS OF THE GUARANTOR(S)**

1. Name of Guarantor: _____
HKID/Passport/Business Registration No.: _____
Telephone No.: _____
Fax No. _____
Residential/Registered Address: _____

2. Name of Guarantor: _____
HKID/Passport/Business Registration No.: _____
Telephone No. _____
Fax No.: _____
Residential/Registered Address: _____

DATED this _____ day of _____

(For individual guarantor(s) only)

SIGNED SEALED AND DELIVERED _____)

AS A DEED by the said _____)

_____)

in the presence of: _____)

Guarantor's Signature

Witness Signature

Name:

Occupation:

Address:

SIGNED SEALED AND DELIVERED _____)

AS A DEED by the said _____)

_____)

in the presence of: _____)

Guarantor's Signature

Witness Signature

Name:

Occupation:

Address:

(For corporate guarantor only)

SEALED with the Common Seal _____)

of _____)

and SIGNED by _____)

_____)

in the presence of: _____)

Signature

Witness Signature

Name:

Occupation:

Address: