

LETTER OF GUARANTEE

擔保書

致：越秀證券有限公司（“越秀證券”）

香港灣仔港灣道 30 號新鴻基中心 49 樓 17-37 室

To: Yue Xiu Securities Company Limited (“YXSC”)

Room 17-37, 49/F, Sun Hung Kai Centre, 30 Harbour Road, Wanchai, Hong Kong

Guarantor 擔保人：_____

ID/Cert No. 身份證/註冊號碼：_____

Address 地址：_____

Client 客戶：_____

In consideration of Yue Xiu Securities Company Limited agreeing to provide or continue to provide to the Client securities trading, whether on margin or otherwise, margin facilities and other financial accommodation and related services pursuant to or under the Agreement with Client, the undersigned Guarantor hereby agrees as follows:

基於越秀證券有限公司同意依據與客戶所簽立的協議向客戶提供或繼續提供無論是保證金與否的證券交易、信貸便利及有關的服務，於下方簽署的擔保人現同意以下各點：

1. Guarantee and Indemnity 擔保及彌償

1.1 Guarantee: The Guarantor unconditionally and irrevocably guarantees to YXSC that, if for any reason the Client does not pay any sum payable by it under the Agreement, including without limitation all expenses, costs and losses payable thereunder, by the time, on the date and otherwise in the manner specified by YXSC, the Guarantor as primary obligor will pay to YXSC that sum on demand by YXSC provided YXSC shall not be under any obligation, whether to the Guarantor, the Client or otherwise, to make any such demand or to make such demand at any particular time.

1.1 擔保: 擔保人無條件及不可撤銷地向越秀證券擔保，表明如客戶沒有根據協議及時在越秀證券指定的日期或方式支付任何根據協議應支付予越秀證券的款項，包括但不限於任何的款項，但越秀證券並沒有任何責任(不論是對擔保人、客戶或其他人士)作出任何該等要求或在任何具體時間作出該等要求。

1.2 Guarantor as Principal Debtor: As between the Guarantor and YXSC but without affecting the Client's obligations, the Guarantor shall be liable under this Guarantee as if it were the sole principal debtor and not merely a surety. The Guarantor agrees to pay YXSC such sum as may be demanded by YXSC whether or not YXSC has given the Client the first opportunity to pay and discharge such

obligations. Accordingly, the Guarantor shall not be discharged, nor shall its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal debtor including without limitation:

- 1.2.1 any time, indulgence, concession, waiver or consent at any time given to the Client or any other person,
- 1.2.2 any amendment or supplement to any clause or provision of the Agreement,
- 1.2.3 the making or absence of any demand on the Client or any other person for payment,
- 1.2.4 the enforcement or absence of enforcement of the Agreement or this Guarantee,
- 1.2.5 the taking, existence or release of any security interest or other guarantee,
- 1.2.6 the winding-up, dissolution or bankruptcy of the Client or any other person, or any step being taken for any such winding-up, dissolution or bankruptcy, or
- 1.2.7 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.

1.2 擔保人作為主要債務人: 在擔保人與越秀証券之間而言(但不影響客戶的責任)擔保人將會根據本擔保書承擔作為唯一的主要債務人而不是單純作為保證人。擔保人同意向越秀証券支付任何越秀証券可能會要求支付的款項(不論越秀証券有否向客戶給予第一機會支付及解除該項責任)。因此, 如擔保人在作為唯一主要債務人的情況下有任何事物不會令其責任得以解除或其責任受到影響, 則該等事物亦不會解除擔保人的責任或影響及責任, 包括但不限於:

- 1.2.1 在任何時後向客戶或任何其他人士所給予的任何時間、容忍、讓步、寬免或同意
- 1.2.2 任何對協議條款或條文的修訂或補充:
- 1.2.3 向客戶或任何其他人士作出任何支付款項的要求或未有作出該等要求
- 1.2.4 強制執行或未有強制執行上述協議或本擔保書
- 1.2.5 任何保證權益或其他擔保的取得、行使或解除
- 1.2.6 客戶或任何其他人士的清盤、解散或破產, 或正在採取任何行動以進行該等清盤、解散或破產; 或
- 1.2.7 本擔保或上述協議的任何條文或根據或涉及本擔保或上述協議的任何一方的責任的不合法性、不正確性或未能強制執行或任何缺陷。

1.3 Guarantor's Obligations Continuing: The Guarantor's 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 YXSC has irrevocably received or recovered all sums payable under the Agreement. Furthermore, those obligations of the Guarantor are additional to any other right which YXSC may possess and may be enforced without first having recourse to the Client, any other person or any other security interest. The Guarantor irrevocably waives all notices and (except as required by the above Clause 1.1) demands of any kind.

1.3 擔保人的持續責任: 除非根據上述協議沒有任何款項繼續需要支付及越秀証券已不可撤銷地取得或討回所有根據上述協議應支付的款項, 否則擔保人根據本項擔保的責任將會以持續保證的

方式在現時及將來繼續全國生效。此外，擔保人所承擔的責任是額外於任何越秀證券可能擁有及強制執行的其他權利，並可在無需首先向客戶、任何其他人士或任何保證權益進行追索的情況下而強制執行。擔保人不可撤銷任何性質的獲取通知及要求的權利(但上述第 1.1 條規定者除外)。

1.4 Avoidance of Payments: The Guarantor shall on demand indemnify YXSC against any funding or other cost, loss, expense or liability sustained or incurred by YXSC as a result of it being required for any reason (including any bankruptcy, insolvency, winding up or similar law of any jurisdiction) to refund all or part of any amount received or recovered by it in respect of any sum payable by the Client under the Agreement and shall in any event pay to YXSC on demand the amount so refunded by it.

1.4 支付款項的退回: 若越秀證券因任何原因(包括破產、無償債能力、清盤或任何司法區中的類似法律)須退回全部或部份其客戶根據協議所支付的任何款項，擔保人須在接獲要求後彌償越秀證券因此而招致的款項支出或其他費用、損失、開支或其他因此而承擔或招致的債務，並且無論如何須在接獲要求後向越秀證券支付一如上述所須退回的任何款項。

1.5 Indemnity: As separate, independent and alternative stipulations, the Guarantor unconditionally and irrevocably agrees that any sum which, although expressed to be payable by the Client under the 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 the Guarantor on the basis of a guarantee shall nevertheless be recoverable from it as if it were the sole principal debtor and shall be paid by it to YXSC on demand.

1.5 彌償: 作為獨立、分開及另外的條款，擔保人無條件及不可撤銷地同意任何款項(雖然根據上述協議表述為應由客戶所支付)如因為任何原因(不論該原因現時是否存在或是否現時或將會由上述協議的任何一方所知悉)而未能根據擔保的理由向擔保人討回，則有關款項仍無論如何可從擔保人討回，猶如擔保人是該等款項的唯一主要債務人，擔保人並須應越秀證券的要求向越秀證券支付該等款項。

2. Representations and Warranties 陳述及保證

The Guarantor represents and warrants to and for the benefit of YXSC as follows:

擔保人向越秀證券及為越秀證券的利益作出以下陳述及保證:

2.1 Powers: It has the power to enter into, exercise its rights and perform and comply with its obligations under this Guarantee.

2.1 權力: 擔保人有權訂立本擔保，以及有權力行使其有關權利並且執行及遵守其根據本擔保的責任。

2.2 Authorization and Consents: All actions, conditions and things required to be taken, fulfilled and

done (including the obtaining of any necessary consents) in order:

2.2.1 to enable the Guarantor lawfully to enter into, exercise its rights and perform and comply with its obligations under this Guarantee,

2.2.2 to ensure that those obligations are valid, legally binding and enforceable, and

2.2.3 to ensure that those obligations rank and will at all times rank at least equally and ratably in all respects with all its other unsecured indebtedness except for such unsecured indebtedness as would, by virtue only of the operation of law, be preferred in the event of its winding-up, dissolution or bankruptcy, have been taken, fulfilled and done.

2.2 授權及同意: 任何達致以下目的而需採取、滿足及完成的所有行動、條件或事物(包括取得任何所需的同意)已經被採取、滿足及完成:

2.2.1 令擔保人合法地訂本擔保及行使其根據本擔保之下的權利並且執行及遵守本擔保的責任;

2.2.2 以確保該些責任是有效的、具法律約束力的及可強制執行的;及

2.2.3 以確保該些責任的級別及在任何時後其級別最少在所有情況下相等於及等同於其所有其他的非擔保債務(但根據法律運作當其清盤、解散或破產時獲優先等待的其他非擔保債務則除外)。

2.3 Non-Violation etc.: Its entry into and / or performance of or compliance with its obligations under this Guarantee does not and will not violate or exceed any borrowing or other power or restriction granted or imposed by any law to which it is subject or its constitutional documents, or result in the existence of, or oblige it to create, any security over its assets.

2.3 不違反等: 擔保人訂立本擔保及/或履行或遵守本擔保之下的責任, 現時不會及將來亦不會違反或超過根據其受約束的法律或其組成文件所授予或施加的任何借貸或其他的權力或限制, 或導致擔保人的資產存在或令擔保人有責任對其資產作出任何保證。

2.4 Repetition: 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.

2.4 重複: 只要根據協議仍有任何款項需予支付, 此第 2 條所載的每項陳述及保證在所有方面而言都會是正確和獲得遵守的, 猶如在參照當時的情況下予以重複一樣。

3. Interest 利息

Payment of interest: The Guarantor agrees to pay interest to YXSC, at the rate of interest applicable under the Agreement to overdue sums, on all sums demanded under this Guarantee from the date of YXSC's 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 YXSC (both before and after judgment) at such rate of interest applicable under the Agreement to overdue sums.

支付利息: 擔保人同意如擔保人未能如期償還越秀証券根據本擔保所要求清還的任何款項, 擔保

人將為該筆過期的款項支付利息。有關利息將會由越秀證券作出有關要求的日期起計，或如較早的話，由有關要求所涉及的賠償、損失、成本費用、債務或開支產生的當日起計，直至越秀證券收回該等款項為止(在取得裁決之前及之後)，並依照上述協議就過期未付的款項而徵收的利息率計算有關利息。

4. Payments 支付

4.1 Payments to be free and clear: All sums payable by the Guarantor 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.

4.1 支付款項必須不附限制及清楚：擔保人根據本擔保支付的所有款項必須不附帶任何限制或條件，以及不得計及任何扣除或預扣的款項(法律另有規定者除外)，不論有關扣除或預扣是否為稅務理由，或由於抵銷或其他原因所作出，以及擔保所支付的任何款項須作出所需的總計以達至上述要求。

4.2 Manner of payments: On each date on which any sum is due from the Guarantor it shall make that sum available to YXSC, by payment in HKD or, at YXSC's 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 YXSC may specify.

4.2 支付方式：在每個到期付款的日子，擔保人須向越秀證券提供有關的即時可動用款項以港元或由越秀證券酌情決定根據上述協議所指定的有關款項的貨幣，將該期款項支付入越秀證券指定的帳戶之內。

5. Set-off 抵銷

The Guarantor authorizes YXSC and its affiliates to apply (without prior notice) any credit balance (whether or not then due) to which the Guarantor is at any time beneficially entitled on any account at, any sum held to its order by and /or any liability to it of, any office of YXSC and its affiliates in or towards satisfaction of any sum then due from it to YXSC under this Guarantee and unpaid and, for that purpose, to convert one currency into another. In relation to YXSC, an affiliate means an entity directly or indirectly controlling, controlled by or under common control with YXSC. For this purpose, "control" of any entity or YXSC means ownership of a majority of the voting power of the entity or YXSC as the case may be.

擔保人授權越秀證券及其聯屬人在毋須給予事先通知的情況下，將擔保人在越秀證券及越秀證券任何聯屬人的帳戶中實益擁有的款項結餘(不論當時是否到期)或將越秀證券及越秀證券任何聯屬人須按其指示所持有的任何款項或向其負責的債務動用，藉以支付其根據本擔保虧欠越秀證券而仍未付還的款項。為達至該目的，擔保人並且授權越秀證券將有關款項由一種貨幣轉換成另一

種貨幣。聯屬人就越秀證券而言，指越秀證券直接或間接擁有的任何實體，任何直接或間接擁有 越秀證券的實體；或任何與越秀證券一樣直接或間接地由同一擁有人所擁有的實體。就此而言，“擁有”一個實體或越秀證券指持有該實體或越秀證券的過半數表決權。

6. Transfer 轉讓

6.1 Guarantor: The Guarantor may not assign or transfer all or part of its obligations under this Guarantee.

6.1 擔保人: 擔保人不得出讓或轉讓其根據本擔保之下的所有或部份責任。

6.2 YXSC: YXSC may assign or transfer all or part of its rights and obligations under this Guarantee with or without notice to the Guarantor. No consent shall be required from the Guarantor to any such assignment or transfer.

6.2 越秀證券: 越秀證券可於通知或不通知擔保人的情況下出讓或轉讓越秀證券根據本擔保之下的所有或部份權利及責任。就任何該等出讓或轉讓而言，越秀證券毋須取得擔保人的同意。

6.3 Disclosure of Information: YXSC may disclose to an actual or potential assignee, transferee, sub-participant or to any regulatory authority requesting the same, such information about the Guarantor or any other person as YXSC may think fit.

6.3 資料披露: 越秀證券可在其認為適當的情況下，向任何實在的或潛在的承讓人、轉讓人、次級參與者或任何監管機構披露有關擔保人或任何人士的資料。

7. No Implied Waivers, Remedies Cumulative 無隱含的寬免、累積的補救

No failure on the part of YXSC to exercise, and no delay on its part in exercising, any right or remedy under this Guarantee will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of that or any other right or remedy. The rights and remedies provided in this Guarantee are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

即使越秀證券未有或延遲行使根據本擔保之下的任何權利或補救，亦不會構成任何有關這方面的寬免，而任何單獨或部份地行使有關權利或補救的方式，亦不會限制越秀證券日後行使或進一步行使有關或其他權利或補救。本擔保所述的權利及補救是累積的，並且不會排除任何其他權利或補救(不論是否由法律所規定)。

8. Communications 通訊

8.1 Each communication under this Guarantee shall be made by fax, telex or otherwise in writing. The initial contact details of each of the Guarantor and YXSC are as listed above.

8.1 根據本擔保所作出的通訊須由傳真，電傳或書面方式作出。擔保人及越秀證券各自最初的聯絡資料列出如上。

8.2 Deemed Delivery: Any communication or notice from the Guarantor shall be irrevocable, and shall not be effective until received by YXSC. Any communication or notice from YXSC to the Guarantor shall be conclusively deemed to be received by the Guarantor.

8.2 視作交付: 擔保人所作出的通訊或通知將會是不可輟銷的，並且要直至越秀證券收到後方才生效。任何由越秀證券作出的通訊或通知將會不可質疑地作為已由擔保人收妥。

9. Partial Invalidity 部份不生效

The illegality, invalidity or unenforceability of 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.

本擔保的任何條文如根據任何司法區的法律是不合法、不能生效或無法強制執行的亦不會影響其在任何其他司法區法律之下的合法性、效力或可強制執行性，亦不會影響其他條文的合法性、有效性及可執行性。

10. Language 語言文字

The Guarantor hereby confirms that the Guarantor has received and read the English and Chinese versions of this Guarantee and that the Guarantor understands and accepts the terms set out in this Guarantee. In the event of any discrepancy between the Chinese text and the English text of this Guarantee, the English version shall prevail.

擔保人確認其已收到及閱讀本擔保的中、英文版本並接納本擔保的條款。如本擔保中、英文有任何分歧，概以英文版本為準。

11. Personal Data 個人資料

11.1 The Guarantor acknowledges and agrees that the Guarantor has read and understood YXSC's Personal Information Collection Statement and that the personal data of the Guarantor held by YXSC may be used for the purposes stated therein and transferred to the persons mentioned therein, and generally that such Statement shall apply to YXSC's treatment of the personal data of the Guarantor.

11.1 擔保人已看過及明白越秀證券的個人資料收集聲明，擔保人並同意越秀證券持有關於擔保人的個人資料將被用作該聲明內所列明的用途及轉交至該聲明內所述及的人士。一般而言，該聲明將適用於越秀證券處理擔保人的個人資料程序中。

11.2 The Guarantor understands that as an individual guarantor the Guarantor is entitled, by written

request to YXSC's Data Protection Officer, to access the personal information held about the Guarantor and, if applicable, to correct any inaccuracies in that information.

11.2 擔保人明白其作為個人擔保人是有權向越秀証券的個人資料保護主任提出書面的請求去查閱被持有關於擔保人的個人資料及(若適用者)要求更改該些資料錯誤的地方。

11.3 The Guarantor understands that the Guarantor's personal information may be supplied to credit reference agencies and in the event of default, debt collection agencies. The Guarantor is entitled, upon request, to be informed which items of information are routinely so disclosed, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agencies or debt collection agencies, as the case may be.

11.3 擔保人明白擔保人的個人資料可被提供予信貸資料服務機構及於欠帳時給予收數公司。擔保人有權要求被通知那些資料的項目是一般性會被披露，及獲提供進一步資料藉此可向有關機構提出查閱及更正的要求。

12. Governing Law 準據法

This Guarantee and all rights, obligations and liabilities hereunder shall be governed by and construed and may be enforced in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China. The Guarantor hereby agrees to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.

本擔保書及所有在其之下的權利、義務及責任將由中華人民共和國香港特別行政區的法律所約束和詮釋，並可依照該等法律被執行。擔保人同意接受中華人民共和國香港特別行政區法院的非獨佔性司法管轄權的約束。

This Guarantee is signed on and dated:

此擔保書的簽署日期為：

INDIVIDUAL GUARANTOR 個人擔保人

Signed sealed and delivered by

Name 姓名: _____)

Signature 簽署: _____

Signature of Witness 見證人簽署: _____

Witness Name 見證人姓名: _____

CORPORATE GUARANTOR 公司擔保人

The Common Seal of (name of Company), Guarantor, was affixed in the presence of
公司的印鑑於公司董事及董事/秘書面前蓋上

Director 董事: _____) Signature 簽署: _____

Director/Secretary 董事/秘書 _____)

Signature 簽署: _____

Signature of Witness 見證人簽署: _____

Witness Name 見證人姓名: _____