

Deed of Guarantee and Indemnity 擔保和彌補保證契據

THIS DEED OF GUARANTEE AND INDEMNITY is executed this day of _____ (Date)
by (English) _____ (中文) _____ holder of HKID No./Passport No./PRC
ID No _____ (ID) of _____ (Address)
hereinafter called the “Guarantor”) of the one part to **GARY CHENG SECURITIES LIMITED**,
whose registered address is Room 1201, 12/F, Elite Centre, 22 Hung To Road, Kwun Tong, Kowloon,
Hong Kong, (hereinafter called the “Company”) of the second part.

本擔保和彌補保證契據於 _____ 年 _____ 月 _____ 日 由 (English) _____ (中文) _____ ,
香港身份證號碼/護照號碼/中國身份證號碼為 _____ (號碼) ,
地址為 _____ (地址)

(下稱「擔保人」) 與加多利證券有限公司，其註冊地址處於香港九龍觀塘鴻圖道 22 號俊匯中心 12 樓 01 室 (下稱「本公司」) 簽立。

WHEREAS 鑑於

In consideration of the Company agreeing to open and/or continue to maintain account(s) for and/or to grant and/or continue to grant advances or otherwise to give credit or afford margin/credit facilities upon such terms and conditions as the Company may at the Company’s absolute discretion deem fit at the request of _____ (Company Name)

Certificate of Incorporation No. _____ (CI No.)

Business registration number _____ (BR No.)

and its registered address is at _____ (Address)

(hereinafter called the Client), the Guarantor has agreed to guarantee with the Company as principal obligor and not merely as surety to pay and satisfy to the Company on demand all sums of money and liabilities whether now or hereafter owing to the Company on the Client’s account(s)(the “Account”) whatsoever due by the Client in the manner hereinafter appearing.

本公司同意在 _____ (公司名稱)

(公司註冊號碼/商業登記證號碼為 _____) ,

其註冊地址為 _____ (地址)

及其通訊地址為 _____ (地址)

(下稱「該客戶」)的要求下，以本公司有絕對酌情權決定認為適合的條款及條件為客戶開立及/或維持帳戶及/或向該客戶批給及/或繼續批給放貸、或以其他方式向該客戶提供信貸融資或提供保證金融資/信貸融資安排，擔保人同意以主要義務人而非僅以擔保者身份，在本公司要求下向本公司擔保支付和履行該客戶在現在或以後任何時間以下述方式在該客戶的帳戶內(該帳戶)欠本公司的全部到期款項和法律責任。

It is mutually agreed that 各方同意:-

- (1) The Guarantor hereby irrevocably and unconditionally agrees and undertakes to immediately pay and indemnify the Company on demand in respect of (i) all sums of money which are now or shall be at any time be remaining due and unpaid to the Company anywhere on any account whatsoever (whether from the Client solely or from the Client jointly with any other persons or company, or companies, or firm or firms or from any firm in which the Client may be a partner) including the amount of notes or bills discounted or paid and other loans, credits, or advances made to or for the accommodation or at the request either of the Client solely or jointly with any other person, firm or company or of any such firm as aforesaid; or/and (ii) any moneys for which the Client may be liable as surety or in any other way whatsoever together with in all the cases aforesaid, all interest, discount, commission, and other charges, including legal charges occasioned by or incidental to this or any other security held by or offered to the Company for the same indebtedness or by or to the enforcement of any such security; and/or (iii) any losses, damages, costs, charges, and expenses incurred and/or suffered and/or to be incurred and/or suffered by the Company directly or indirectly by reason or in consequence of the acts and defaults of the Client PROVIDED ALWAYS that the total liability ultimately enforceable against the Guarantor under this Deed shall not exceed the sum of Hong Kong dollars _____ (inclusive of all discount, and other charges as aforesaid) together with all interest accrued (i) before demand on the outstanding amount at any time owing by the Client to the Company and (ii) after demand on the amount demand hereunder computed from the date of demand at the rate as the Company may from time to time determine.

擔保人在此不可撤回地及無條件地同意及承諾，在本公司要求下以下款項立即支付及彌補本公司(i) 全部現在或將來任何時候在任何地點在任何帳戶內到期而未向本公司支付的款項(無論該款項應由該客戶單獨或聯同其他人、商行、法團或由任何該客戶可能是合夥人的商行所支付)，包括為向該客戶單獨或聯同其他人、商行、法團或任何上述商行作出通融或應其(他們的)要求而已貼現或支付的本票及滙票和已作出的其他貸款信貸或放貸；及/或(ii) 該客戶因作為擔保者或以其他方式而負有法律責任的款項，連同在所有前述情況下因本擔保、本公司為同一債務有或被提出的其他擔保或執行此等擔保，而引致或附帶的全部利息、折扣、佣金及其他收費包括法律費用；及/或(iii)任何本公司已經或將會因該客戶的行為及欠付而直接或間接招致或蒙受的損失、損害、費用、收費及開支。但以上的前提是在本契據下最終可擔保人執行的總法律責任不得超過港幣_____ (包括前述所有折扣及其他收費)，以及所有在以下時間累積的利息(i)在就任何時候該客戶尚欠本公司的款項提出要求之前及(ii) 在就款項如此提出要求之後，由提出要求之日起計算，利率由本公司不時決定。

- (2) The Guarantor expressly represents, warrants, and undertakes to the Company that at the date hereof and by the time that the Client's account with the Company has been closed:

擔保人明文向本公司陳述、保證、及承諾，在本契據訂立當日及在該客戶於本公司的帳戶終止前：

- (a) The client is duly incorporated and validly existing under the laws of the place of its incorporation, and has power to own its property and assets;
該客戶在其註冊地法律下正式成立及依法有效存在，並有權力擁有物業及財產；
- (b) the Client has power to carry on its business as such business is now being conducted (including the capacity to deal in securities on cash basis or margin basis) and has complied with all material legal requirements in relation to such business in Hong Kong and relevant places, if any; and
該客戶有權進行其正在經營的業務(包括以現金形式及保證金形式進行證券交易的行

為能力)，及已經遵從香港及有關地方所有有關此等業務的重要法律規定(如有)；及

- (c) the Client has the power to execute, deliver, and perform its obligations under the Client Agreement with the Company; all necessary corporate and other action has been taken to authorize the execution, delivery, and performance by the said Client Agreement.

該客戶有權力行使、交付、及履行其於與本公司的客戶協議所載之法律責任；並已採取所有必須的法人或他行動以批准上述客戶協議的行使、交付及履行。

- (3) If the Client has breached Clause two hereinabove, the Client's account will be closed by the Company forthwith without any notice to the Guarantor, and the Guarantor shall be held liable for all outstanding indebtedness owed by the Client to the Company, including all charges, costs and interests hereof).

如該擔保人違反本契據上述第二條，該客戶的帳戶將會被本公司立即終止而無需向擔保人發出任何通知，並且擔保人必須就該客戶欠本公司而尚未清償的全部債項(包括債項的所有收費、費用及利息)負上法律責任。

- (4) In further consideration of the foregoing, the Guarantor hereby agrees and undertakes that: 擔保人在此進一步同意及承諾：

- (a) The company may at any time and without notice to the Guarantor, combine or consolidate all or any of the then existing accounts of the Guarantor (of whatsoever nature and whether or not subject to notice) and set off or transfer any sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Guarantor to the Company under this Deed, whether such liabilities be present or future, and several or joint.

本公司可以隨時在無需通知擔保人情況下，結合或綜合擔保人全部或任何在當時存在的帳戶(無論帳戶的性質否需給予通知)，及將任何一個或多個該等帳戶的未償還款項進行抵銷或調動，直到能夠清償在本契據下擔保人對本公司的法律責任，無論此等法律責任是現在或將來的、聯名或個別。

- (b) Where any monies may from time to time be deposited with the Company by the Guarantor or are otherwise held by the Company, specifically for the purpose of providing the Company with cash cover/ cash margin in respect of the payment, discharge or satisfaction of any monies, obligations or liabilities of/owing from the Guarantor to the Company, the Guarantor:-

特別為了支付、清償或償還任何款項而向本公司提供現金保證/現金保證金，擔保人可不時在本公司存放任何款項或本公司可以其他方式持有任何款項，擔保人：-

- (i) Shall not and shall not be entitled to withdraw any such monies (and so that the Company shall have no obligation to release or repay any such monies) and shall not do or omit to do any act or thing which may in any way delay or prejudice the Company's right to retain such monies or apply all or any part of such monies in or towards such payment,

不得及無權提取任何該等款項(且因此本公司沒有法律責任去發還或退回任何該等款項)，並且不得作出或不作出任何行為或事情，而該等行為或事情可能以任何方式延遲或損害本公司保留該等款項的權利、或本公司就上述支付、清償或償還去運用全部或部份該等款項的權利。

- (ii) Shall not mortgage, charge, pledge, or otherwise encumber or assign, transfer or otherwise deal with, grant or suffer to arise any third party rights over or against the whole or any part of such monies or purport to do so, except in the Company's favour.

除非是向本公司作出，就該等款項的全部或任何部份，不得作出抵押、押記、質

押或以其他方式使其產生產權負擔；或轉讓、轉移或以其他方式處理；或授予或使其產生第三者權益；或企圖作出上述事項。

- (c) The company is authorized, at the Company's absolute discretion, at any time and from time to time to notify any other creditors of the Guarantor of the terms of the agreements and undertakings set out herein.

本公司有權在本公司的絕對酌情權下，在任何時間不時告知擔保人的任何其他債權人本契據的協議條款及承諾。

- (5) This deed shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sum or sums of money owing as aforesaid but shall be a continuing security, and shall extend to cover any sum or sums of money which shall for the time being constitute the balance due from the Client to the Company upon any such account as hereinafter mentioned.

對上述欠款的任何中期付款或清償不得視為已履行本契據，本契據應為持續擔保，並擴大至覆蓋任何當時組成上文提及的任何帳目內該客戶對本公司欠款結餘的款項。

- (6) This Deed shall be binding as continuing securities on the Guarantor/the Guarantor's executors, administrators and legal representative until the expiration of three calendar months after the administrators, or legal representative or representatives of the Guarantor as shall have died or become under disability shall have given to the Company notice in writing to discontinue and determine the same, but such determination shall not release the Guarantor from this Deed in respect of liability undertaken by the Guarantor during the currency of this Deed but not maturing until after the determination of the Deed, and this Deed shall extend after determination to any bills, notes, cheques, or other negotiable instruments current at the expiration of the notice but afterwards dishonoured and until all such sums have been paid to the Company.

本契據應作為持續擔保約束擔保人/擔保人的遺囑執行人、遺產管理人及合法遺產代理人，直至擔保人遺產管理人或合法遺產代理人死亡或喪失行為能力並已書面通知本公司以中止及終止契據的三個公曆月後，但該終止不得解除擔保人就擔保人在本契據有效期間承諾但在本契據終止到期的法律責任；並且在終止後，本契據應擴大到任何在通知到期時有效但之後不兌現的滙票、本票、支票、或其他票據，直到已向本公司支付所有該等款項。

- (7) In the event of this Deed ceasing from any cause whatsoever to be binding as a continuing securities on the Guarantor or the Guarantor's executors, administrators, or legal representatives, the Company will be at liberty without thereby affecting the Company's right hereunder to open a fresh account or accounts and to continue any then existing account with the Client and no moneys paid from time to time into any such account or account by or on behalf of the Client and subsequently drawn out by Client shall on settlement of any claim in respect of this Deed be appropriated towards or have the effect of payment of any part of the moneys due from the Client at the time of this Deed ceasing to be binding as a continuing security or of the interest thereon unless the person paying in such moneys shall at the time in writing direct the Company expressly to appropriate the same to that purpose.

當本契據因任何原因而停止作為持續擔保人或擔保人/擔保人的遺囑執行人、遺產管理人及合法遺產代理人，本公司可自由決定(而不因此影響本公司在本契據下的權利)為該客戶開立新帳戶及繼續已有帳戶，並且該客戶代表該客戶所不時存入該等帳戶及繼而提取的款項，不得用於償還任何本契據的申索而撥作支付該客戶於本契據停止具有持續擔保的約束力時的欠款的任何部份或其利息，或具有該效果，除非存入該等款項的人在存款時書面明確指示本公司將款項撥作用該目的。

- (8) Any admission or acknowledgement in writing by the Client or by any person authorized by the Client of the amount of indebtedness owing from the Client to the Company, and any judgment recovered by the Company against the Client in respect of such indebtedness, shall be binding and conclusive on and against the Guarantor and the Guarantor's executors and administrators or legal representatives in all courts with the laws of Hong Kong Special Administrative Region and elsewhere. A certificate signed by the Company's officer as to the money and liabilities for the time being due or incurred to the Company from or by the Client shall be binding on the Guarantor and conclusive evidence in any legal proceedings against the Guarantor and the Guarantor's executors and administrators, or legal representatives in all courts of law in Hong Kong Special Administrative Region and elsewhere.

該客戶或其授權的人就該客戶欠下本公司的債項而作出的任何書面承認或確認，及本公司就該等債項追討該客戶而獲得的任何判決，在香港特別行政區的所有法院及在其他地方，應對擔保人及擔保人的遺囑執行人、遺產管理人及合法遺產代理人具有約束力及具決定性。本公司高級人員就該客戶對本公司當時已到期或招致的款項及法律責任所作出的證書，應對擔保人有約束力及在任何於香港特別行政區所有法院及其他地方針對擔保人及擔保人的遺囑執行人、遺產管理人及合法遺產代理人提起的法律程序中是不可推翻的證據。

- (9) The Company shall be at liberty without hereby affecting the Company's rights against the Guarantor hereunder and without notice to the Guarantor and without the Guarantor's assent or knowledge at any time to determine, enlarge or vary any credit to the Client, to vary, exchange, abstain from perfecting or to release any other securities held or to be held by the Company, for or on account of the moneys intended to be hereby secured or any part thereof, to renew bills and promissory notes in any manner, to accept compositions from and make any other arrangements with the Client or any persons under any obligation or liability in respect of any bills, notes, and/or other securities held or to be held by the Company for and on behalf of the Client and generally to grant to the Client or to any other person any time or indulgence, and the validity of this Deed and the Guarantor's liability hereunder shall not be discharged or diminished and the Guarantor shall not be exonerated by any act or omission on the Company's part which, but for this provision might have such effect.

本公司有自由(而不因此影響本公司在本契據下對擔保人的權利)隨時、不通知擔保人、不經其允許或知悉，終止、擴大或變更對該客戶的融資，變更、交換、不予完成或解除由本公司為或因本契據擔保的款項而以任何方式持有或將持有的任何其他擔保，以任何方式將滙票及承付票續期，與該客戶或本公司為及代表該客戶持有或將持有的滙票、本票及/或其他擔保的任何責任方達成債務重整或任何其他還款安排，及延長客戶或任何其他人的付款期限或給予其他寬限；除本條所述以外，本公司任何作為或不作為不得解除或減少本契據的效力及擔保人在本契據下的法律責任，並不得寬免擔保人。

- (10) This Deed shall be in addition to and not in substitution for any other guarantee or security for the Client given by the Guarantor or otherwise to the Company and shall not be in any way prejudiced or affected by any collateral or other security now or hereafter held by the Company for all or any part of the hereby money guaranteed, nor shall such collateral or other security or any lien 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 moneys hereby secured be in anywise prejudiced or affected by this present Deed. And the Company shall have full power at the Company's discretion to give time for payment to or make any other arrangement with any such other person or persons without prejudice to this present Deed or any liability hereunder. And all moneys received by the Company from the Guarantor or the Client or any person or person

liable to pay the same may be applied by the Company to any account or item of account or any transaction to which the same be applicable.

本契據為附加之擔保，不取代擔保人為該客戶或其他原因提供的任何其他擔保或抵押，不得以任何方式被本公司現在或今後為本契據擔保的全部或部分款項而持有的抵押品或其他擔保所損害或影響；本契據也不得以任何方式損害或影響該等抵押品或其他擔保、本公司可能另外享有的任何留置權、或任何非本契據當事人對本契據擔保的全部或部分款項的法律責任。並且，本公司有全權行使酌情權以延長任何該等人士的還款期限或其達成其他還款安排，而無損本契據及當中的法律責任。並且，就本公司自擔保人或該客戶或任何有付款責任的人士處收到的所有款項，本公司用於任何帳戶、帳戶細項或任何可適用交易。

- (11) Although the Guarantor's ultimate liability hereunder cannot exceed the limit hereinbefore mentioned, the present Deed shall be construed and take effect as a guarantee of the whole and every part of the Client moneys and interest owing and to become owing as aforesaid and accordingly. The Guarantor is not to be entitled as against the Company to any right of proof in insolvency of the Client or other right of a surety discharging the Client's liability in respect of the Client debt, unless and until the whole of such Client moneys and interest shall have first been completely discharged and satisfied. And further for the purpose of enabling the Company to sue the Client or prove against the Client's estate for the whole of the moneys owing as aforesaid or to preserve intact the liability of any other party, the Company may at any time without notice to the Guarantor and without the Guarantor's consent, place, and keep for such time as the Company may think prudent any moneys received, recovered or realized hereunder to and at a separate or suspense account to the credit either of the Guarantor or such other person or persons, or transaction if any as the Company shall think fit without any obligation on the Company's part to apply the same or any part thereof in or towards the discharge of the moneys owing as aforesaid or any right on the Guarantor's part to sue the Client or prove against the Client's estate in competition with or so as to diminish any dividend or other advantage that would or might come to the Company or to treat the liability of the Client as diminished.

儘管擔保人在本契據下的最終法律責任不可超出上述限額，但本契據應作為該客戶如上述般欠下或將欠下的款項及利息的全部及每一部分的擔保而解釋和生效。擔保人對本公司沒有任何在該客戶的清盤中提出證據的權利，也沒有其他擔保者權利去解除其對該客戶的債務的法律責任，除非及直至該等客戶款項和利息已完全清償及償還。為使本公司能為如上述方式欠下的款項之全部去起訴該客戶或針對該客戶的產業權舉證、或能保證任何其他當事人的法律責任的完整，本公司可隨時、不通知擔保人、不經擔保人允許，在其認為適當的一段時間內將根據本契據追討或變現所得的任何款項，在其認為適當的情況下存入一獨立或暫記帳戶並記入擔保人或該其他當事人或交易(如有)；並且，本公司無任何法律責任去將同樣安排或當中任何用於清償如上述方式欠下的款項；擔保人也無任何權利去起訴該客戶或針對該客戶的產業權舉證，而與本公司相競爭或造成任何原應(原會)歸於本公司的攤還債款或其他利益減少；擔保人也無任何權利將該客戶的法律責任視為已減免。

- (12) The Guarantor further agrees and declares that until all money and liabilities due or incurred by the Client to the Company shall have been paid or discharged, the Guarantor will not by paying off any sum recoverable hereunder or by any other means, or on any other ground, claim any set off or counterclaim against the Client in respect of any liability on the part of the Guarantor to the Client or claim or prove in competition with the Company in respect of any payment by the Guarantor hereunder or be entitled to claim or have the benefit of any set-off counterclaim or proof against or dividend composition or payment by the Client or his estate(s) or the benefit of any other security which the Company may or hereafter hold for any money or liabilities due or

incurred by the Client to the Company or to have any share herein.

擔保人進一步同意及聲明，直到該客戶對本公司的所有已到期或招致的款項及法律責任已被支付或清償，擔保人不會以償付任何本契據下可追討的款項或以任何其他方式或任何其他理由，去就擔保人對該客戶的任何法律責任提出任何對該客戶的抵銷或反申索；或就擔保人根據本契據所作的任何支付提出申索或與本公司相競爭的證明；或就該客戶可能或其產業的任何抵銷、反申索或舉證、攤還債款、債務重整協議或支付，本公司可能或以後為該客戶對本公司的任何到期或招致的款項或法律責任而持有的任何其他擔保的任何權益，有權提出申索或從中得益，或佔有當中任何份額。

- (13) The Guarantor has not taken in the respect of the liability hereby undertaken by the Guarantor on behalf of the Client and the Guarantor will not take from the Client either directly or indirectly without the Company's consent any promissory note, bill of exchange, mortgage charge, or other counter-security whether merely personal or involving a charge on any property whatsoever of the Client whereby the Guarantor or any person claiming through the Guarantor by endorsement, assignment, or otherwise would or might on the bankruptcy or insolvency of the Client and to the prejudice of the Company increase the proofs in such bankruptcy or insolvency or diminish the property distributable amongst the creditors of the Client. Any such counter-security as aforesaid which the Guarantor may have taken or may take shall be held in trust for the Company and shall be a security to the Company for the fulfillment of the Guarantor's obligations hereunder and shall be forthwith deposited by the Guarantor with the Company for the purpose.

就擔保人代表客戶在此承諾的法律責任，擔保人沒有及將不會在沒有本公司同意下，直接或間接地由該客戶處取得任何承付票、滙票、按揭、押記或其他反擔保(無論是僅僅以個人形式或涉及該客戶任何財產上的押記)，而讓擔保人或其他以背書、轉讓或其他方式通過其申索的人可藉以在該客戶之債權人的財產。而且，擔保人已經或將會取得的任何該等反擔保，必須為本公司的權益而以信託形式持有、必須是對本公司就擔保人在本契據下的法律責任的履行的擔保，及須為此目的盡速由擔保人存放於本公司處。

- (14) The Company shall, so long as any moneys remain owing hereunder, have a lien therefore on all securities or other property now or hereafter held by the Company from or for the Guarantor.

只要依本契據有欠款，本公司應因此就所有本公司為擔保人持有的擔保或其他物業享有留置權。

- (15) The Guarantor's liability shall not be affected by the absence of or by any defective, excessive or irregular exercise of the borrowing powers of the Client (if a company or companies) or by the Client being under any disability or by an association or other unincorporated body not having a legal existence being named a Client or by any other fact or circumstance (whether known or not known to the Guarantor and the Company) as a result of which any indebtedness or liability incurred or purported to be incurred by the Client or by any person purporting to act on behalf of the Client is void or unenforceable by the Company against the Client and the Guarantor agrees that in any such case, the Guarantor shall be liable to the Company as Client debtor and by way of indemnity for the same amount as that for which the Guarantor would have been liable by way of guarantee had a valid and enforceable indebtedness or liability as between the Client and the Company been created.

擔保人的法律責任不得受下列任何事項影響：該客戶(如是公司)沒有借貸能力；該客戶(如是公司)任何借貸權利行使有缺陷、超過限度或不當；該客戶是無行為能力；該客戶是一個組織或其他無法律地位的非法人團體；任何其他事實或情形(無論擔保人及本公司是否

知悉)，而該事實或情形導致該客戶或任何看來是代表該客戶行為的人招致或擬招致的債務或法律責任無效，或該事實或情形令本公司不可對該客戶強制執行該等債務或法律責任。擔保人同意，在上述情況下，擔保人應作為客戶債務人以彌償方式對本公司承擔法律責任，並且如同有效及可執行的債務或法律責任在該客戶及本公司之間產生般，責任範圍覆蓋擔保人原應以擔保方式承擔法律責任的全部數額。

- (16) The liability of the Guarantor under this Deed shall not be discharged or otherwise affected by reason of the Company entering into any agreement or arrangement with the Client or any other person, or by reason of any legal limitation, disability or incapacity or any other act, omission or circumstance which, but for this provision, would discharge the Guarantor to any extent. Any moneys owing by the Client to Company at any time (actually or contingently) which may not be recoverable from the Client for any such reason shall be recoverable from the Company from the Guarantor as principal debtor by way of indemnity, on demand, together with any default interest in accordance with the Client Agreement signed by the Client.

擔保人在本契據下的法律責任不得因本公司與該客戶或任何其他人士達成任何協議或任命其他行為、疏忽、或情況，若非因本條文，便會在某程度上解除借款人的責任。就該客戶在任何時候(確實或待定期)欠本公司的任何款項，如何能因任何該等原因而無法從該客戶處討回，連同與該客戶簽訂的客戶協議下的任何違約利息，擔保人應作為主要債務人以彌償方式在被要求時被公司追討。

- (17) A notice or demand by the Company under this Deed and any other communications to the Company or the Guarantor shall be given in English or Chinese and may be in writing (including facsimile, letter, email, sms) or oral. All such notices, demands, and communications shall if in writing be sent to the Company/Guarantor (as the case may be) at the address, facsimile number, mobile telephone number, or email given herein, or which the Guarantor shall have last advised the Company in Hong Kong, its return (in the case of communications sent by post) by the post office to the Company. If the Guarantor has appointed/nominated an agent to accept the service of legal and other proceedings as stipulated in Clause 25 hereinbelow, it shall be deemed to have been sufficiently served hereunder on the Agent if left or sent by prepaid post to the Agent to his/her address mentioned in the Letter of Appointment/Nomination signed by the Guarantor. Any such notice, demand, or other communication shall be deemed to be duly served (if served in the manner aforesaid).

本公司在本契據下的通知或要求及任何其他對本公司或擔保人的通訊應以英文或中文作出，及可以書面方式(包括傳真、電郵、短訊、或信件)或口頭方式。所有該等通知、要求、及通訊如以書面方式作出，應送交至到本公司/擔保人(就具體情況而言)記載於本契據的地址、傳真號碼、電郵地址、流動電話號碼，或擔保人最後通知的在香港的地址、傳真號碼、電郵地址、流動電話號碼；其回郵(如通訊以郵遞寄出)郵寄到本公司。如擔保人已委任/提名一名代理人去接受下文第 25 條所訂定的法律或其他程序的送達，如留在或以預付郵費的致該代理人的信件，寄往在擔保人簽發的委任書/提名書中該代理人的地址，在本契據下應視為已充分送達該代理人。任何該等通知、要求或其他通訊應被視為在下述時間已妥為送達(如以上述方式送達):

- (a) In case of service by post, on the day following dispatch of such communication;
如以郵遞傳送，在通訊發送翌日；
- (b) In the case of facsimile, email and sms, at the time of dispatch.
電郵或短訊傳送，在發送當時。

- (18) As the Client is a limited company or other corporation, any of the provisions herein contained

shall be construed and take effect so as to give the Company a guarantee for the moneys owing from such limited company or corporation as identical or analogous as may be with or to that which would have been given for the moneys owing from a single individual if the Client had been a single individual. Any moneys shall be deemed to so owing notwithstanding any defect informality or insufficiency in the borrowing powers of the Client or in the exercise thereof which might be a defence as between the Client and the Company. And any reference to liquidation or other analogous proceedings and the moneys owing as aforesaid and hereby guaranteed shall be deemed to include any moneys owing in respect of debentures or debenture stock of such limited company or other corporation held by the Company or on the Company's behalf. The expression "the Company" wherever used herein includes and extends any company associated with the Company and to the Company's successors and assigns.

當該客戶是一有限公司或其他法團，本契據任何條款的解釋和生效應給予本公司就該有限公司或法團的欠款一項擔保，而該擔保盡可能一樣或類似如該客戶是個人的話會就該個人的欠款而給予的擔保。任何款項應被視為如此欠下，不論該客戶的借貸權力的或該權力的行使中的、任何可能是該客戶與本公司間的抗辯的缺陷、非正式形式或不足。任何對清盤或其他類程序及如上述般欠並被本契據擔保的款項的提述，應被視為包括關乎任何由本公司或代表本公司持有的該有限公司或其他法團的債權證或債權股證的欠款。本契據中所有部分中“本公司”一詞均包括及延伸適用於本公司關聯的任何公司及本公司的繼承人及受讓人。

- (19) The Guarantor shall not be released from liability under this Deed by reason of unenforceability, invalidity or closure of the account for any reason whatsoever.

如該帳戶因任何原因而不能強制執行、無效或終止，不得基於此理由解除擔保人在本契據下的法律責任。

- (20) The Guarantor shall be responsible for and pay all costs, charges, and expenses (including legal expenses on a full indemnity basis) incurred and to be incurred by the Company in connection with the enforcement of this Deed and recovery of any sums of money recoverable hereunder.

擔保人將承擔及支付本公司因本契據的執行及追討本契據下可追討的款項而招致或將招致的所有費用、收費及開支(包括按彌償基準評定的法律費)。

- (21) In this Deed, unless the contrary intention appears, words importing the masculine gender shall include the females and corporations, and words in the singular shall include the plural, and words in the plural shall include the singular.

本契據中，除非另載相反意圖，使用男性的詞語之處應包括女性及法團，使用單數之處應包括複數，使用複數之處應包括單數。

- (22) In the event of a receiver, provisional liquidator or liquidator being appointed to take over or manage all or part of the Client's assets, this Deed shall extend to any payment made by the Company to any such person upon his written request for repayment by the Company of any sum of money that is alleged to be void or deemed to be void as fraudulent preference. For the purpose of this clause, the Deed shall be retained by the Company for a period of six months after final payment has been made by or on behalf of the Client.

倘若有接管人、臨時清盤人或清盤人被委任接管或管理該客戶的全部或部分資產，本契據應延伸適用於本公司在任何該等人士書面要求本公司退回任何被指稱或視為欺詐優惠而無效的款項下，對其的任何持款。就本條而言，本公司應在該客戶或代表該客戶所作的最後一次付款的六個月內保有本契據。

(23) Any waiver or time or other indulgence given by any of the Company or the Company's associated companies shall not be deemed to be a waiver or time or indulgence given by the other(s) of the Company itself or the Company's associated companies and the Guarantor's liabilities hereunder to such other(s) aforesaid shall continue in accordance with the provisions in this Deed as if such indulgence had not been given.

如本公司或其關聯公司給予任何權利放棄、還款時間延長或其他寬限，它們當中之給予的寬限不得被視為它們當中之其他公司所給予。擔保人在本契據下對該其他公司的法律責任應根據本契據條款去繼續，如同未給予該寬限。

(24) The English text of this Deed shall prevail in the event of any inconsistency between the English and Chinese texts thereof.

如本契據的中、英文文本義出現分歧，應以英文文本為準。

(25) The Deed is governed by and shall be construed in accordance with the laws of Hong Kong Special Administrative Region and the Guarantor hereby irrevocably submits to the exclusive jurisdiction of the Hong Kong Special Administrative Region, but it shall be open to the Company to enforce the terms hereof in the Courts of any other competent jurisdiction. If the Guarantor is not ordinarily resided in Hong Kong, the Guarantor undertakes, on the Company's request, to nominate an agent with an address in Hong Kong to accept service of any legal process in Hong Kong on behalf of the Guarantor and such agent shall acknowledge in writing to the Company, its appointment as such agent and service of legal process on such agent shall be deemed to constitute service on the Guarantor.

本契據受香港特別行政區法律管轄及以作解釋。擔保人在此不可撤銷地接受香特別行政區的專屬司法管轄權管轄，但本公司可在任何具有管轄權的法院執行本契據。如擔保人非通常居住在香港，擔保人承諾，在本公司要求下，提名一位有香港地址的代理人去代表擔保人接受任何在香港的法律程序的送達。該代理人應就其任命書面知會本公司，並且對該代理的法律程序送達應視為構成對擔保人的送達。

IN WITNESS of this Deed of Guarantee and Indemnity, I have hereunto set my hand and seal to be hereunto affixed the day and year first before written.

本人在此親手於首頁註明的日期簽署和蓋章於本擔保和彌償契據，特此證明

SIGNED SEALED AND DELIVERED by	
Name)
姓名)
)
HKID/ PRC ID/Passport No)
證件號碼:)
)

	Signature of the Guarantor 擔保人簽署

In the presence of 在下述人士前簽署、蓋章和交付作實

Name of witness

見證人姓名 _____

Address _____

地址 _____

⊗

_____ Witness signature 見證人簽署