

## DEED of GUARANTEE 擔保書

THIS DEED OF GUARANTEE is made the day of 20  
本擔保書於 年 月 日簽立  
BY \_\_\_\_\_ (name) (H.K.I.D. Card No./Passport No. : \_\_\_\_\_) of \_\_\_\_\_  
(residential address) (the "Guarantor")

本擔保書由 \_\_\_\_\_ (姓名) (香港身份證號碼/護照號碼) \_\_\_\_\_ )  
(地址為 \_\_\_\_\_ )  
(“擔保人”) 簽立 IN FAVOUR OF Gransing Securities Co., Limited of Unit 802, Worldwide House, 19 Des Voeux Road Central, Central, Hong Kong. (“GRANSING Securities”).

受益人為瑞城證券有限公司(地址為香港中環德輔道中19號環球大廈802室) (“瑞城證券”)

In consideration of GRANSING Securities agreeing or continuing to provide to (the “Client”) services in relation to the trading, sales, purchases, holdings and other dealings in or of securities and/or stock options, application for IPO or placing and/or other related services (the “Services”) pursuant to and subject to the terms in the account opening documents (comprising the Securities Trading Account Opening Form (Corporate Account), the Terms and Conditions for Securities Trading and the documents referred to therein or added thereto) (collectively "Account Opening Documents" copies of which have been provided to the Guarantor), the undersigned Guarantor hereby agrees and undertakes the followings:-

基於瑞城證券同意依據帳戶開戶文件(由證券交易帳戶開戶表格(公司帳戶)、證券交易的條款及條件及當中所提及或附加的文件所組成)(該些文件的副本已經提供予擔保人)的條款向 \_\_\_\_\_ (“客戶”)提供或繼續提供與交易、出售、購買、持有及其他證券及/或股票 期權 交易、首次公開招股或配售相關之服務及/或其他有關之服務(“該服務”), 於下方簽署的擔保人現同意及承諾以下各點:

1. The Guarantor unconditionally and irrevocably guarantees to GRANSING Securities the prompt and punctual payment by the Client to GRANSING Securities of all sums of monies payable by the Client under the Account Opening Documents or in relation to the Services (including but not limited to all charges, commissions, principals, interests, expenses and losses), and if for any reason the Client shall fail to pay any such sums or when such sums shall become due, the Guarantor as primary obligor shall pay to GRANSING Securities on demand all such sums together with legal expenses and costs for enforcing this Deed of Guarantee (including the costs of debt collection agencies).  
擔保人無條件及不可撤銷地向瑞城證券擔保客戶將立即並準時向瑞城證券支付所有客戶於帳戶開戶文件項下或與該服務相關應付之款項(包括但不限於任何開支、佣金、本金、利息、成本及損失), 且如客戶因任何原因未能支付該些款項或於該些款項到期支付時, 擔保人作為主要責任人將會於被要求時向瑞城證券支付所有該些款項(連同法律費用及執行本擔保書的開支(包括收債公司之費用))。
2. As between the Guarantor and GRANSING Securities but without affecting the Client's obligations, the Guarantor shall be liable under this Deed of Guarantee as if the Guarantor were the sole principal debtor and not merely as a surety. The Guarantor agrees to pay GRANSING Securities such sum as may be demanded by GRANSING Securities whether or not GRANSING Securities has given the Client the first opportunity to pay and discharge such obligations and whether or not GRANSING Securities has made any demand on the Client for such payment or discharge. The obligations of the Guarantor hereunder shall not be affected by any act, omission, fact, circumstances, matter or thing which, but for this clause, might operate to release or otherwise exonerate the Guarantor from, or affect, his/her obligations hereunder, including without limitation, and whether or not known to the Guarantor:  
在擔保人與瑞城證券之間而言(但不影響客戶的責任), 擔保人將會根據本擔保書承擔責任, 猶如其為唯一的主債人而不是單純作為保證人。擔保人同意向瑞城證券支付任何瑞城證券可能會要求的款項(不管瑞城證券是否向客戶給予第一機會支付及解除該項責任, 也不管瑞城證券是否曾向客戶作出催付或解除責任的要求)。擔保人於本擔保書項下之責任並不會因任何在沒有本條的情況下可能會解除或免除或影響該些責任的行為、不作為、事實、情況、事項或事宜(不管擔保人是否知悉該些情況), 包括但不限於:
  - (a) any time, indulgence, concession, waiver or consent granted to, or composition with the Client or any other person;  
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, 或與客戶或任何其他人士所作的債務重整安排;
  - (b) the taking, variation, compromise, renewal or release of, or refusal or failure to perfect or enforce or realize any rights remedies or securities against the Client or any other person;  
獲取、變更、妥協、更新或解除, 或拒絕或沒有完備、執行或變現任何針對客戶或任何其他人士的權利、補救方法或保證品;
  - (c) any legal limitation, disability, incapacity of the Client or any other person;  
客戶或任何其他人士之任何法律限制、無行為能力或殘障;
  - (d) the irregular or improper purported exercise of powers of the Client or any other person or want of authority by any person purporting to act on behalf of the Client or any other person;  
客戶或任何其他人士不符合規定或不妥當地意圖行使權力, 或任何聲稱代表客戶或任何其他人士行事之人士缺乏授權;
  - (e) any amendment to, or variation of the terms of any documentation in connection with the Services and/or the Account Opening Documents or any other documents or security;  
與該服務相關之任何文件及/或帳戶開戶文件或任何其他文件或保證之任何修改或條款變更;
  - (f) the Client or any other person not being or ceasing to be legally liable for discharging any obligation or liability undertaken or purported to be undertaken on its/his/her behalf;  
客戶或任何其他人士不負有(或停止負有)履行其所承擔之責任或義務(或聲稱代表其承諾負上之責任或義務)的法律責任;
  - (g) the illegality, invalidity or unenforceability of or any defect in any provision of the documentation in connection with the Services and/or the Account Opening Documents or any other security, guarantee or indemnity;  
與該服務相關之任何文件及/或帳戶開戶文件或任何其他保證、擔保或彌償之任何條款的非合法性、非有效性或不能強制執行或任何缺失;
  - (h) the lapse or expiry of any applicable limitation period;

任何適用的時效期限已過或屆滿；

- (i) the absorption, amalgamation, reconstruction or reorganization or other change in the constitution of the Client, GRANSING Securities or any other person; or  
客戶、瑞城證券或任何其他人士的合併、合組、重組、改組或其他組成架構轉變；或
- (j) the bankruptcy, winding-up, liquidation or dissolution, as the case may be, of the Client, GRANSING Securities or any other person.  
客戶、瑞城證券或任何其他人士的破產、結業、清盤或解散。

3. The Guarantor agrees to pay interest to GRANSING Securities, at the rate of interest applicable under the Account Opening Documents to overdue sums, on all sums demanded under this Deed of Guarantee from the date of GRANSING Securities' demand or the date on which the relevant sums and liabilities arise until the date of receipt of such sums by GRANSING Securities.

擔保人同意為過期未清償的款項支付利息，利息將會由瑞城證券作出有關的清償的要求之日期或所涉及的款項或債務產生當日起計算，直至瑞城證券收到該筆款項為止。利率乃帳戶開戶文件中對過期未付的款項適用的利率。

4. This Deed of Guarantee shall be a continuing guarantee and the Guarantor's obligations shall not be discharged or released until the termination of Accounts Opening Documents and the whole of the outstanding liabilities owed by the Client to GRANSING Securities in relation to the Account Opening Documents and/or the Services and those owed by the Guarantor to GRANSING Securities hereunder shall have been paid and discharged in full, notwithstanding any rule of law or equity to the contrary.

本擔保書乃持續擔保，在與帳戶開戶文件及/或該服務相關客戶欠負瑞城證券的所有未償付責任債務及擔保人於本擔保書項下欠負瑞城證券的所有未償付責任債務均已完全清償及解除前，擔保人的責任不會被解除或免除（儘管有任何相反的法律或衡平法規則）。

The Guarantor undertakes to keep GRANSING Securities fully indemnified against all cost, loss, expense or liability sustained or incurred by GRANSING Securities (including but not limited to the refunded amount) as a result of its being required to return to the Client or any other person (or pay to any other person pursuant to any insolvency law or otherwise howsoever) all or part of any amount payable or paid by the Client or any other person.

若瑞城證券須退回全部或部份客戶或任何其他人士所支付的任何款項予客戶或任何其他人士（或根據任何無償債能力或類似法律須把該些款項付予任何其他人士），擔保人承諾將完全彌償瑞城證券因此而招致或蒙受的所有費用、損失、開支或其他債務（包括但不限於所退款項）。

5. No failure on the part of GRANSING Securities to exercise, and no delay on its part in exercising, any right or remedy under this Deed of 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.

即使瑞城證券未有或延遲行使其於本擔保下之任何權利或補救，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，亦不會限制瑞城證券日後行使或進一步行使有關其他的權利或補救。

6. Without prejudice to any other right or remedy of GRANSING Securities, GRANSING Securities may, without notice and notwithstanding any settlement of account or other matter whatsoever, at any time set-off or apply any sum standing to the credit of any account maintained with any Gransing Group Company to which the Guarantor is beneficially entitled to, or any sum held to the Guarantor's order in or towards the discharge of its obligations to GRANSING Securities under this Deed of Guarantee (when the sum shall become so due and payable hereunder but unpaid). Where such set-off or application requires the conversion of one currency into another, the conversion shall be effected at the exchange rate conclusively determined by GRANSING Securities to be prevailing in the relevant foreign exchange market at the relevant time. "Gransing Group Company" means Gransing Securities Co., Limited or any of its Affiliates (as defined in the Account Opening Documents).

7. 在不損害瑞城證券的任何其他權利或補救的原則下，瑞城證券在任何時候均可在不發出通知的情形下（儘管任何帳目償付或其他任何事項），將擔保人實益享有在任何瑞城證券有限公司處開設之任何帳戶中的任何款項，及任何為擔保人持有的款項，用以抵銷或應用於清償擔保人對瑞城證券於本擔保書項下的義務或債務（當該些債務到期償付或在本擔保書下應付而未付時）。凡該等抵銷或應用須將一種貨幣兌換成另一種貨幣，則該兌換須依照瑞城證券不可推翻地決定為在相關時間於相關外匯市場中通用的兌換率計算。“瑞城證券有限公司”指瑞城證券有限公司或任何其“附屬成員”（定義見帳戶開戶文件）。

8. The Guarantor may not assign or transfer all or part of its obligations under this Deed of Guarantee. GRANSING Securities may assign or transfer all or part of its rights and obligations under this Deed of Guarantee without notice to the Guarantor and there is no need to obtain the Guarantor's consent for the said assignment or transfer.

擔保人不得出讓或轉讓其根據本擔保書之下的所有或部份責任。瑞城證券可出讓或轉讓其於本擔保書下之所有或任何權利或責任（而無須通知擔保人或取得擔保人對出讓或轉讓的同意）。

9. GRANSING Securities 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 GRANSING Securities may think fit.

瑞城證券可在其認為適當的情況下，向任何確實或潛在的承讓人、轉讓人、次級參與者或任何索取相關資料的監管機構披露有關擔保人或任何其他人士的資料。

10. The Guarantor has been provided with a copy of the current version of the Notice to Clients Relating to the Personal Data (Privacy) Ordinance, and agrees that the Guarantor's personal data may be used for such purposes and transferred to such persons as stated therein. The Guarantor is entitled, by written request to the data protection officer of GRANSING Securities, to access the personal data of the Guarantor held by GRANSING Securities and to correct any inaccuracies in such data held. The Guarantor further agrees that the Guarantor's personal data may be supplied to credit reference agencies and, in the event of default, debt collection agencies, and understands that the Guarantor is entitled, upon request, to be informed which items of personal data are routinely so disclosed and to be provided with further information to enable the making of a data access and correction request to the relevant credit reference agencies or debt collection agencies.

擔保人已獲提供《關於個人資料（私隱）條例客戶通知》的最新版本一份，並同意擔保人的個人資料可被用作該通知內所列明的用途及轉交至該通知內所述的人士。擔保人有權向瑞城證券的資料保護主任提出書面請求去查閱瑞城證券所持有有關擔保人的個人資料及要求更改該些資料錯誤的地方。擔保人進一步同意其個人資料可被提供予信貸資料服務機構及於欠款時提供給收債公司，並明白擔保人有權要求得知那些資料項目是經常性會這樣被披露，及獲提供進一步資料使其可向有關信貸資料服務機構及收債公司提出查閱及更正資料的要求。

11. If for any reason whatsoever, any obligation of the Guarantor or any provision of this Deed of Guarantee is or becomes unenforceable or shall be declared or adjudged to be illegal, invalid or unenforceable in any respect under any applicable law, neither the legality, validity

or enforceability of the remaining provisions of this Deed of Guarantee nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

如因任何原因在適用法律下，本擔保書下的任何責任或任何條款乃或成為無法強制執行的、或被宣佈或判定為於任何方面不合法、非有效或無法強制執行的，則將不會以任何方式影響或損害該些條款於其他司法區法律下之合法性、有效性或強制執行性，或本擔保書其他條款的合法性、有效性或可強制執行性。

12. The Guarantor acknowledges and confirms that the Guarantor has already sought independent legal advice and has also understood all the contents of this Deed of Guarantee and its legal implications and consequences and the Guarantor shall raise no objection to the contents therein.

擔保人確認擔保人已經徵求獨立的法律意見，並明白本擔保書的所有內容及其法律影響及後果，擔保人對本擔保書內容將不提出反對。

13. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region. The Guarantor hereby agrees to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.

本擔保書受香港特別行政區的法律約束及據其詮釋。擔保人同意受香港特別行政區法院的非專屬性司法管轄權的約束。

14. In the event of discrepancy between the Chinese version and English version of this Deed of Guarantee, the English version shall prevail. 如本擔保書的中文及英文版本有任何分歧，概以英文版本為準。

IN WITNESS whereof the Guarantor has executed this Deed of Guarantee as of the date and year first hereinabove written. 茲見證擔保人於前述年日簽立本擔保書。

The Guarantor 擔保人

(H.K.I.D. Card No./Passport No.)

香港身份證號碼/護照號碼: \_\_\_\_\_

Name 姓名: \_\_\_\_\_

Witness 見證人:

Name 姓名: \_\_\_\_\_

Signature 簽署: \_\_\_\_\_

Title 職銜: \_\_\_\_\_

Signature 簽署: \_\_\_\_\_

Telephone No./ 電話號碼: \_\_\_\_\_