

# DEED OF GUARANTEE

## 擔保書

To / 致: Hao Tian International Securities Limited 昊天國際證券有限公司  
Hao Tian International Futures Limited 昊天國際期貨有限公司  
(Collectively called “Hao Tian” 稱簡“昊天”)  
Rms 2510-2518, 25/F, Shui On Centre, 6-8 Harbour Road, Wanchai, Hong Kong  
香港灣仔港灣道 6-8 號瑞安中心 25 樓 2510-2518 室

Date 日期:

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Name of Guarantor (English):

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擔保人名稱 (中文):

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Identification No./Incorporation No. of Guarantor:

擔保人身份證明文件/公司註冊號碼:

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Address of Guarantor 擔保人地址:

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Contact No. of Guarantor 擔保人聯絡電話:

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Name of Client (English):

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客戶名稱 (中文):

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Account No./賬戶號碼:

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Account Type/ 賬戶類別:

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*A warning notice to guarantor*

*Once you/your company decides to sign the Deed of Guarantee and process transactions, the liability of you/your company is unlimited and irrevocable under the Deed of Guarantee. You/your company is advised to inform the opinion of profession (include lawyer).*

給擔保人之警告性提示

一旦閣下/貴公司決定簽立擔保書及進行交易, 閣下/貴公司在擔保書之責任將為無限及不可撤銷。建議閣下/貴公司詢問專業人士(包括律師)之意見。

**Re: Securities or/and Futures and Options Trading Account**

有關: 證券或/及期貨期權交易賬戶

In consideration of Hao Tian having agreed to open a Securities or/and Futures and Options (“Account”) and from time to time making advances to or giving credit or granting time to above-named client of Hao Tian (hereinafter referred to as the “Principal”) under and in accordance with the terms and conditions in the Agreement for Securities or/and Futures and Options signed by the Principal (together, the “Agreements”), I/We, the undersigned, DO HEREBY GUARANTEE to Hao Tian that the Principal will observe and perform the covenants terms and conditions on the part of the Principal under the Agreements AND I/WE HEREBY AGREE AND COVENANT with Hao Tian and DECLARE as follows:-

我/我們(以下稱為“擔保人”)考慮到昊天為上述客戶(以下稱為“主事責任人”)開設證券或/及期貨期權交易賬戶、及經常根據主事責任人簽字的證券/及期貨期權交易賬戶協議規範協定(總稱為“上述協定”),向主事責任人借款、提供信貸、或提供延期,我/我們在此向昊天擔保,主事責任人一定會遵守和執行上述協定的條款和規定,我/我們在此同意並與昊天訂立契約,並且宣佈:

1. Fully and unconditionally to indemnify and compensate Hao Tian harmless from any and all loss which Hao Tian may suffer on the Account of the Principal's default in the observance and performance of the covenants terms and conditions contained in the Agreements or any of them.  
完全和無條件地彌償昊天國際因主事責任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失。
2. The Guarantor will pay Hao Tian on demand and hereby guarantees the repayment to Hao Tian on demand of all sums of money which now are or shall hereafter become due to Hao Tian from the Principal in respect of any transaction in the account of the client at Hao Tian with all interest, costs, commission and other charges and expenses which Hao Tian may charge against the Principal and all costs, charges and expenses which Hao Tian may incur in enforcing or obtaining payment of the sums of money due to Hao Tian from the Principal. It shall not be necessary for Hao Tian to make any demand on or take any action against the Principal before making any demand on or recovering payment from me/us.  
擔保人會根據昊天的要求，向昊天付款並且在此保證償還主事責任人應向昊天支付的款項，以及所有的利息、佣金和昊天可能在業務中向主事責任人收取的其他費用，以及昊天為促使主事責任人還款或試圖讓其還款的過程中所支出的各項費用。在昊天向我/我們提出彌償要求前不必先向主事責任人提出任何索償行動。
3. 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 Hao Tian has irrevocably received or recovered all sums payable under the Agreement. Furthermore, those obligations of the Guarantor are additional to any other right which Hao Tian may possess and may be enforced without first having recourse to the Principal, any other person or any other security interest.  
除非根據上述協議沒有任何款項繼續需要支付及昊天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面生效。此外，擔保人所承擔的責任是額外於任何昊天可能擁有及強制執行的其他權利，並可在無需首先向主事責任人、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。
4. Where the Guarantor consists of more than one person the liability of the Guarantor hereunder shall be deemed to be the joint and several liabilities of such persons.  
當擔保人是由幾個人共同組成時，擔保人所承擔的責任被視為這幾個人的個別及共同責任。
5. This guarantee shall not be determined or affected by the death of the Guarantor or of any one or more of the persons constituting the Guarantor. So long as there are any monies outstanding under the Principal's Account with Hao Tian, this guarantee shall be irrevocable and binding as continuing security on the Guarantor, the Guarantor's assigns, the Guarantor's executors and the Guarantor's administrators.  
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。只要在主事責任人的賬戶上還有未清償的應支付給昊天的款項，該擔保書就不可撤銷並具有約束力，它對擔保人、擔保人的受讓人、擔保人遺產執行人和擔保人遺產管理人作出的持續性保證。
6. The Guarantor is able to inform Hao Tian for the termination of this Guarantee at any time in writing. However it should be ensured the Principle without any sum payable liability prior the determination. The Guarantor understands and agrees that Hao Tian has absolute discretion to decide whether continue or determine this Guarantee. However, the Guarantor shall remain liable to the extent of the amount due to Hao Tian from the Principal at the same date with interest and for such costs and expenses as aforesaid.  
擔保人可以在任何時間以書面形式通知昊天終止擔保。不論如何，終止之前必須確保主事責任人沒有任何需償付的責任。擔保人明白和同意昊天有最終酌情權決定繼續還是終止此擔保。但是，擔保人對截止該日主事責任人應付給昊天的款項和利息以及上述成本和費用仍然承擔償付責任。
7. The bankruptcy or insolvency of the Principal shall not affect or determine the liability of the Guarantor under this guarantee but such liability shall continue in full force and effect until Hao Tian shall have been repaid all monies due to Hao Tian from the Principal immediately before the bankruptcy or insolvency of the Principal.  
根據該擔保書，主事責任人破產或喪失還償能力不影響或終止擔保人的債務責任，當主事責任人在破產或喪失還償能力之前發生的對昊天的應付款被完全清償之前，這些債務持續完全有效。
8. This guarantee shall not be revocable or discharged or impaired by the winding up of the Principal or by any change in the constitution of the Principal.

此項擔保不因主事責任人的業務終結或章程修改而被撤回、撤銷或削弱。

9. This guarantee and Hao Tian' rights under it shall be in addition to and shall not be affected or prejudiced by Hao Tian' holding or taking any other or further securities which Hao Tian may now or hereafter hold from or on Account of the Principal or by Hao Tian' varying, releasing or omitting or neglecting to enforce any such securities or by Hao Tian' varying or determining any credit to the Principal or by Hao Tian' renewing bills of exchange, promissory notes or other negotiable instruments or giving time for payment or granting any other indulgence to or making any other arrangements with or accepting any composition from the Principal or any person or persons, corporation or corporations liable on any bills of exchange, promissory notes or other negotiable instruments or securities held or to be held by Hao Tian.

此項擔保和昊天據此所享有的權利是以下擔保的附加，並不因以下事項而受影響或損害，即昊天現在或今後從主事責任人處獲得或以主事責任人的名義而獲得其他或更多擔保，昊天修改、放棄、刪除或忽略這些擔保的實施，或者昊天修改或終止對主事責任人的債權，或者昊天將持有的匯票、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主事責任人或者對匯票、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。

10. All dividends compositions and monies received by Hao Tian from the Principal or from the assets of the Principal capable of being applied by Hao Tian in reduction of the indebtedness of the Principal shall be regarded for all purposes as payments of the amount due. The Guarantor's right to subrogate Hao Tian in respect thereof shall not arise until Hao Tian shall have received the full amount of Hao Tian' claims against the Principal.

昊天從主事責任人處或其資產中收取的所有紅利組合及款項，都應該視為對昊天的償還，直至昊天從主事責任人處取回所有欠款後，擔保人才有權利取代昊天向主事責任人追討。

11. No assurance, security or payment may be avoided under any enactment relating to insolvency under the provisions of the Companies Ordinance (Cap. 32). No release settlement or discharge which may have been given or made on the faith of any such assurance, security or payment shall prejudice or affect Hao Tian' right to recover from the Guarantor to the full extent of this guarantee.

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 32 章)的修改和修訂而引起的無力償還行為所影響。任何保證、擔保或支付下的付款，都不能損害或影響昊天按本擔保書向擔保人追討全數欠款的權利。

12. Hao Tian shall be at liberty but not bound to resort for Hao Tian' own benefit to any other means of payment at any time and in any order Hao Tian think fit without thereby diminishing the liability of the Guarantor. Hao Tian may put this guarantee in force either for the payment of the outstanding balance after resorting to other means of payment or for the balance due at any time notwithstanding that other means of payment have not been resorted to.

昊天有自由且不受限制地為了自己的利益而隨時以昊天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。昊天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。

13. Any Account stated by Hao Tian and the Principal or on his behalf may be adduced by Hao Tian and shall be accepted by the Guarantor as conclusive evidence of the amount be due from the Principal to Hao Tian. Any payment to Hao Tian by the Principal on Account of his liability whether for advances or interest or charges and any acknowledgement by acquiescence in Account or otherwise by or on behalf of the Principal of such liability shall operate as an acknowledgement of the liability of the Guarantor according to the terms thereof.

昊天和主事責任人或代表其利益的其他人之間確認的賬戶，擔保人必須將其作為主事責任人對昊天的應付款賬目的確鑿證據並且加以接受。主事責任人或他人代表主事責任人向昊天償還的任何款項，不論是貸款、利息還是費用，以及主事責任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。

14. A certificate provided by Responsible Officers of Hao Tian as to the money and liabilities for the time being due to Hao Tian from the Principal shall be conclusive evidence in any legal proceedings against me/us or any of us.

昊天負責人員提供的關於主事責任人對昊天的債務欠款證明，在對抗我/我們或我們中的任何一人的法律程序中應該作為確鑿證據。

15. Any indebtedness of the Principal now or hereafter held by the Guarantor is hereby subordinated to the indebtedness of the Principal to Hao Tian. Such indebtedness of the Principal to the Guarantor if Hao Tian so require shall be collected, enforced and received by the Guarantor as trustee for Hao Tian and be paid over to Hao Tian on Account of the indebtedness of the Principal to Hao Tian but without reducing or affecting in any manner the liability of the Guarantor under the other provisions of this guarantee.  
現在和今後主事責任人對擔保人的欠債，皆從屬於主事責任人對昊天的債務。主事責任人對擔保人的債務應該由擔保人以昊天信託人身份從主事責任人處收款、執行和收回，然後根據主事責任人對昊天的債務支付給昊天，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。
16. Hao Tian shall so long as any money remains owing hereunder have a lien therefore on all monies and equities now or hereafter standing to the credit of the Guarantor with any associate opened accounts in Hao Tian.  
只要還有欠款未還清，昊天就對擔保人在昊天開立的相關連賬戶上現金及資產和今後的存款享有扣押權。
17. Nothing done or omitted by Hao Tian in pursuance of any authority or permission contained in this guarantee shall affect or discharge the liability of the Guarantor under it.  
昊天在執行擔保書中的權力或許可行為時，什麼都沒有做或者有所忽略，並不構成解除擔保人的責任的藉口。
18. Notwithstanding that the Principal is a committee or association or other unincorporated body which has no legal existence, this guarantee shall be valid and binding on me/us and have effect as though I/we were joint and several Principal debtors.  
不論主事責任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/我們與主事責任人有共同和個別的責任。
19. This guarantee shall continue to bind the Guarantor notwithstanding any amalgamation that may be effected by Hao Tian with any other company or companies, person or persons or notwithstanding any reconstruction by Hao Tian involving the formation of and transfer of all or any of Hao Tian' assets to a new company or notwithstanding the sale of all or any part of Hao Tian' undertaking and assets to another company whether the company or companies with which Hao Tian amalgamate or the company to which Hao Tian transfer all or any of Hao Tian' asset either on a reconstruction or sale as aforesaid shall or shall not differ in their or its objects character and constitution from Hao Tian it being the intent of the Guarantor that this guarantee shall remain valid and effectual in all respects in favor of, against and with reference to and that the benefit of this guarantee and all rights conferred upon Hao Tian hereby may be assigned to and enforced by any such company or companies, person or persons and proceeded on in the same manner to all intents and purposes as if such company or companies, person or persons had been named herein instead of Hao Tian.  
此項擔保書仍然對擔保人有約束力，即使昊天可能和其他公司或數個公司、個人或幾個人發生合併，或者昊天進行結構重組，並把昊天所有或一部份的資產轉移給新公司，或者昊天國際把企業或資產的全部或一部份賣給其他企業，不論上述與昊天合併的公司和因為重組或出售使得全部或部份資產轉移至的新公司在公司目標、特點和章程上是否與昊天相同，擔保人的意圖是該擔保書仍然在有利於昊天的所有方面保持有效，該擔保書的利益和所有授予昊天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昊天，而是這個或這幾個公司、這個或這幾個人。
20. Any notice required to be given or made under this guarantee may be given or made by leaving the same or sending it through e-mail or telex or mail Hao Tian' registered office or last known place of abode. A notice so given or made shall be deemed to be given or made on the day it was so left or the day following that on which it is posted as the case may be. Any communication or notice from Hao Tian to the Guarantor shall be conclusively deemed to be received by the Guarantor.  
根據本擔保書所發出的通知應該通過電郵或電傳或郵遞送給昊天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。任何由昊天發出的通訊或通知將不可質疑地視作擔保人已收妥。
21. The Guarantor understands and agrees that none of terms or provisions of this guarantee may be waived, altered, modified or amended except in writing duly signed and agreed for and on Hao Tian' behalf.  
擔保人理解和同意，除非以書面形式由昊天簽署和同意，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。

22. The Guarantor has read and understood Hao Tian's Personal Information Collection Statement and that the personal data of the Guarantor held by Hao Tian may be used for the purpose stated therein and transferred to the persons mentioned therein.  
擔保人已閱讀及明白昊天的個人資料收集聲明, 其有關昊天持有擔保人之個人資料將被用作該聲明內列明的用途及轉交至該聲明內所述及的人士。
23. In the event of any discrepancy between the Chinese text and the English text of this Guarantee, the English version shall prevail.  
如本擔保書的中、英文版本有何分歧義, 概以英文版本為準。
24. This guarantee shall be governed by and interpreted in accordance with the laws of the Hong Kong Special Administrative Region and I/we accept the jurisdiction of the Hong Kong Courts.  
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區。

**SIGNATURE OF INDIVIDUAL GUARANTOR 個人擔保人**

SIGNED, SEALED AND DELIVERED )  
 簽署、蓋印並送交 )  
 As a Deed by the Guarantor )  
 姓名 )  
 In the presence of: )  
 見證 ) Signature of Guarantor 擔保人簽署

\_\_\_\_\_  
 (Signature of Witness) 見證人<sup>1</sup>簽署  
 (Name of Witness) 見證人姓名:  
 (Identification No.) 證件號碼:  
 (Occupation) 職業:  
 (Contact No.) 聯絡電話:  
 (Address) 地址:

**SIGNATURE OF CORPORATE GUARNATOR 公司擔保人**

Sealed with the COMMON SEAL of the )  
 公司的法團公章 )  
 Guarantor and SIGEND by 公司授權人士姓 )  
 名 )  
 \_\_\_\_\_ )  
 in the presence of: ) Signature of Authorized Persons  
 見證 ) 獲授權人士簽署

\_\_\_\_\_  
 (Signature of Witness) 見證人簽署  
 (Name of Witness) 見證人姓名:  
 (Identification No.) 證件號碼:  
 (Occupation) 職業:  
 (Contact No.) 聯絡電話:  
 (Address) 地址:

<sup>1</sup> If the witness is profession(including but not limitation solicitor, CPA, licensed person, or compliance officer etc), please provide the relevant documentation.如見證人為專業人士(包括但不限於律師、會計師、持牌人士、法規人員等), 請提供證明文件。