



## 無限額持續性保證書 **UNLIMITED CONTINUING GUARANTEE**

日期 Date : \_\_\_\_\_

致： 長雄證券有限公司、長雄期貨有限公司及/或長雄資本管理有限公司（各稱或統稱 “經紀人”）  
EVER-LONG SECURITIES COMPANY LIMITED, EVER-LONG FUTURES LIMITED and/or EVER-LONG CAPITAL MANAGEMENT LIMITED  
(individually or collectively the "Dealer")

To : Rooms 1101-02 & 1111-12, 11/F Wing On Centre, 111 Connaught Road Central, Sheung Wan, Hong Kong

由： \_\_\_\_\_ ( 保證人的姓名 )  
From : \_\_\_\_\_ (Name of the Guarantor)

\_\_\_\_\_ ( 保證人的地址 )  
\_\_\_\_\_ (Address of the Guarantor)

關於： 帳戶持有人姓名 ( “ 客 戶 ” )  
Re : Account Holder (the “Client”)

身份證號碼 / 商業登記證號碼

I.D. Card No. / B.R. No.

帳戶號碼

Account No.

關於： 帳戶持有人姓名 ( “ 客 戶 ” )  
Re : Account Holder (the “Client”)

身份證號碼 / 商業登記證號碼

I.D. Card No. / B.R. No.

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鑒於 貴公司因應本人之要求同意擔任或續擔任客戶的經紀人及／或委託人，受客戶委託進行有關股票、股額及／或證券的買、賣及／或其他交易，下面簽署人（“保證人”）茲以 貴公司為受益人簽署本保證書，受下列條款及條件約束。

In consideration of your agreeing (at my request) to act or continue to act as dealer and/or principal for the Client in executing orders to buy, sell and/or otherwise deal in shares, stocks and/or securities, the undersigned (the "Guarantor") hereby enters into this Guarantee in your favour upon and subject to the following terms and conditions.

茲訂立保證書如下：

## **NEW THIS GUARANTEE WITNESSETH**

### **1. 釋義 Interpretation**

1.1. 在本保證書中，除非另行規定或文義另有所指外，否則：

In this Guarantee, unless otherwise or the context otherwise requires:-

(a) “客戶” 指任何及／或全部以上所列的帳戶持有人；

“Client” means any and/or all of the captioned Account Holders

(b) “契諾承諾人” 指簽署任何抵押文件的一方（經紀人例外）

“Covenantor” means a party to any of the Security Documents (except the Dealer);

(c) “經紀人”指長雄證券有限公司、長雄期貨有限公司及／或長雄資本管理有限公司（各稱或統稱 “經紀人”）；

“Dealer” means EVER-LONG SECURITIES COMPANY LIMITED, EVER-LONG FUTURES LIMITED and/or EVER-LONG CAPITAL MANAGEMENT LIMITED (individually or collectively the "Dealer");

(d) “香港” 指中華人民共和國香港特別行政區；

“Hong Kong” means the Hong Kong Special Administrative Region of the People's Republic of China;

(e) “應付款項” 指在任何時候（不論相關款項在本保證書簽署之前或之後招致及／或應累算）客戶因上文所列之任何及／或全部帳戶而欠下經紀人的所有酬金、佣金、服務費、開支、財務費、買入價、交易虧損或任何其他財務款項。

“Obligations” means at any time (whether incurred and/or accrued before, on or after the date of this Guarantee) all remuneration, commissions, fees, expenses, charges, purchase price, trading losses or other financial payments whatsoever owing by the Client in respect of any and/or all of the captioned Accounts to the Dealer;

(f) “抵押文件” 指引起、管制及／或規限應付款項的任何文件，以及為保證付款、清償任何應付款項而簽訂的任何保證書及／或抵押文件

“Security Documents” means any documents leading to, governing and/or regulating the Obligations and any guarantee(s) and/or security documents entered into for the purpose of securing the payment, discharge or satisfaction of any of the Obligations;

(g) 本保證書中述及條款時，指本保證書內的條款；述及段落時，指有關條款內的段落。

references to Clauses are to the Clauses in this Guarantee and to paragraphs are to paragraphs in the relevant Clause.

1.2. 在本保證書中，條款標題只供參考，不影響本保證書的解釋或釋義

In this Guarantee, clause headings have been inserted for ease of reference and shall not affect construction or interpretation.

### **2. 保證 Guarantee**

保證人茲無條件且不可撤回地向經紀人作出下列保證、承諾及同意：

The Guarantor hereby unconditionally and irrevocably guarantees to and undertakes and agrees with the Dealer:

(a) 若因任何原因，客戶未能如期支付或清償全部或任何部分應付款項，保證人須應經紀人要求（按經紀人不時及在任何時候所提出的要求），立即代表客戶履行付款責任，包括但不限於向經紀人支付有關的應付款項；

that if, for any reasons, the Client fails to pay or discharge all or any part of the Obligations when due, the Guarantor will, forthwith upon demand by the Dealer (as often and whenever demand is made by the Dealer), perform the Obligations on behalf of the Client including but not limited to paying the relevant amount to the Dealer;

(b) (在裁決前及裁決後) 支付依據本條款 (a) 段落規定要求支付的全部應付款項（或該等款項在任何時候尚未清償部分）；及自要求付款之日（包括該天在內）起至有關款項完全清償之日止期間須計算的利息。上述利息所採用的利率及計算方法，按貴公司就上文所列帳戶之逾期欠款所規定的利率計算支付。

to pay interest (both before and after judgment) on all amounts demanded pursuant to paragraph (a) (or the outstanding balance thereof from time to time) for the period from and including the date of demand for payment thereof until payment in full, such interest being payable and calculated at the rate and in the manner stipulated by you in respect of the captioned Accounts in respect to overdue amounts; and

- (c) 以全面彌償為基準，支付經紀人為收回或嘗試收回本保證書規定保證人須支付的任何款項而採取的任何行動或其他措施所招致的一切費用開支（包括且不限於法律費用）。

to pay, on a full indemnity basis, all costs and expenses (including without limitation legal fees) incurred by the Dealer in connection with any action or other measures taken in respect of the recovery or attempted recovery of any moneys payable by the Guarantor hereunder.

### 3. 保證性質 Nature of Guarantee

- 3.1 本保證書是一份持續性保證書，保有完全的效力，直至一切應付款項完全支付及清償為止。

This Guarantee is and shall be a continuing guarantee and shall remain in full force and effect until the Obligations have been paid and discharged in full.

- 3.2 本保證書是除任何其他抵押文件外的文件，不受任何其他抵押文件、保證書或彌償影響，並不併入或以任其他方式影響任何其他抵押文件、保證書或彌償，本保證書並不影響經紀人在任何時候可能擁有的或享有的關於應付款項或任何其他客戶的責任的權利或補償。

This Guarantee is in addition to and shall not merge with or otherwise affect or prejudice or be affected or prejudiced by any other security, guarantee, indemnity, right or remedy which the Dealer may at any time hold or be entitled to in respect of the Obligations or any other liabilities of the Client.

- 3.3 保證人放棄下列權利：(a) 要求經紀人在依據本保證書提出任何索償或執行本保證書之前，向客戶、任何契諾承諾人，或者任何其他人士採取法律行動；(b) 要求經紀人在依據本保證書提出任何索償或執行本保證書之前，強制執行任何或所有其他抵押文件，或任何其他保證、彌償、權利或補償，或強制執行有關應付款項的任何抵押。

The Guarantor waives any right to require that, prior to any claim under or enforcement of this Guarantee, (a) proceedings be taken against the Client, any Covenantor or any other person or (b) any action be taken to enforce any or all of the other Security Documents or any other guarantee, indemnity, right or remedy or to enforce any security held in respect of the Obligations.

### 4. 保證人的責任 Liability of Guarantor

按本保證書規定，保證人以債務人身份為客戶負責，而不是僅僅作為客戶的擔保人，且將不會因若其作為擔保人時可為其提供辯護的任何作為、事項或行為的原因而解除其對應付款項所負的責任。本保證書規定的保證人責任不受下列原因影響或解除：

The Guarantor shall be liable under this Guarantee as if he were the sole primary obligor and not merely a surety for the Client and he will not be relieved from liability in respect of the Obligations by reason of any act, matter or thing which would provide him with a defence if he were a surety only. The liability of the Guarantor under this Guarantee shall not be affected or discharged by reason of:

- (a) 在任何時候向客戶、任何契諾承諾人、或者任何其他人士作出的寬容、棄權或同意，或者與客戶、任何契諾承諾人、或者任何其他人士達成的妥協；

any time, indulgence, waiver or consent at any time given to or any compromise made with the Client, any Covenantor or any other person;

- (b) 關於應付款項或客戶的任何其他責任的抵押文件或任何其他抵押、保證或彌償的任何修訂或變更；

any amendment to or variation of any Security Document or any other security, guarantee or indemnity held in respect of the Obligations or any other liabilities of the Client;

- (c) 向客戶或任何其他人士提出或未提出任何付款要求，不論是關於應付款項，還是關於客戶的其他債項；

the making or the absence of any demand on the Client or any other person for payment whether in respect of the Obligations or other liabilities of the Client;

- (d) 強制執行或未強制執行或解除任何抵押文件或任何其他抵押、保證、彌償、權利或補償；

the enforcement or absence of enforcement of or release of any Security Document or of any other security, guarantee, indemnity, right or remedy;

- (e) 客戶或任何契諾承諾人或任何其他人士的無力償債、破產、解散、清盤、倒閉、合併、重組、架構改變、死亡或無行為能力；

the insolvency, bankruptcy, dissolution, liquidation, winding-up, amalgamation, reconstruction, reorganisation, change in the constitution, death or incapacity of the Client, any Covenantor or any other person;

- (f) 任何抵押文件或其中的任何條款存在任何缺陷或不足，或者該等文件規定的任何訂約方（經紀人例外）的義務在任何時候及／或因任何原因（不論經紀人是否知悉）成為或將成為無效、非法或不可執行；

any defect or deficiency in any Security Document or any provision thereof, or the obligations of any party (other than the Dealer) thereunder being or becoming invalid, illegal or unenforceable at any time and/or for any reason (whether or not known to the Dealer);

- (g) 客戶或任何契諾承諾人未受任何抵押文件所含條款約束，不論這種情況的出現，是否因為任何沒有執行或未充分執行該等條款，或者因為執行該等條款必須的權力出現任何缺陷或不足或者任何不正常或不適當行使該等權力，不論經紀人是否知悉，或任何其他原因；

the Client or any Covenantor not being bound by the terms of any Security Document whether as a result of any failure to execute, or any deficiency in the execution of, the same or as a result of any defect in or insufficiency or want of the necessary powers or any irregular or improper exercise thereof, whether or not known to the Dealer or for any other reason whatsoever;

- (h) 經紀人因其行動或未有行動，影響保證人可能擁有的任何權利，不論有關權利是相對任何人士而擁有；或者  
the Dealer by its action or failure to act, prejudicing any rights which the Guarantor may have whether against any person;  
or

- (i) 如非本條款所述，任何其他將會或可能會解除、減少或以其他方式影響應付款項或本保證書規定的保證人責任的作為、疏忽、事件或事項。

any other act, omission, event or thing whatsoever which but for this provision would or might operate to discharge, impair or otherwise affect the obligations liabilities of the Guarantor hereunder.

## 5. 彌償 Indemnity

作為一項分開的且獨立的規定，並且不影響本保證書的任何其他規定，保證人茲同意以債務人身份，而不是僅以一名保證人或擔保人的身份，就因任何原因引致應付款項全部或其中任何部份無法收回或將無法收回，或任何或所有抵押文件不能執行或作廢或將作廢而令經紀人可能蒙受或產生的任何費用、虧損、索求及開支，向經紀人作出彌償，不論經紀人或經紀人的任何高級職員、僱員、代理人或顧問是否知悉或應該知悉上述原因或任何相關事實或狀況。在不影響前文的一般性的原則下，保證人同意，若因任何原因不能依據第 2 條條款規定向保證人追討並取回任何及／或全部應付款項，保證人將以債務人身份，負責全面彌償經紀人該等應付款項，如同依據第 2 條條款規定所須負責般。該等費用、虧損、索求及開支的數額，須等於經紀人可向客戶追討的金額數目。

As a separate and independent stipulation and without prejudice to any other provision of this Guarantee, the Guarantor hereby agrees, as a primary obligor and not merely as a guarantor or surety, to indemnify the Dealer against any costs, losses, demands and expenses which the Dealer may sustain or incur as a result of the whole or any other the Obligations being or becoming irrecoverable, or any or all of the Security Documents being unenforceable or void or being avoided for any reason whatsoever irrespective of whether such reason or any related fact or circumstance was known or ought to have been known to the Dealer or any of its officers, employees, agents or advisers and without prejudice to the generality of the foregoing, agrees that if any and/or all of the Obligations and not recoverable from the Guarantor pursuant to Clause 2 for any reason, the Guarantor will be liable to the Dealer as a principal debtor by way of full indemnity for the same amount as it would have been liable under Clause 2. The amount of such costs, losses, demands and expenses shall be the amount which the Dealer would otherwise have been able to recover from the Client.

## 6. 對等保證 Counter-Security

6.1 保證人向經紀人保證，沒有向客戶或任何其他契諾承諾人取得關於本保證書規定保證人責任的任何形式的抵押，

不論該等抵押是直接的還是間接的，亦不論是個人的還是涉及客戶或該等契諾承諾人的任何財產抵押。並向經紀人契諾保證，未得經紀人事先書面同意，保證人將不向客戶或任何其他契諾承諾人取得關於本保證書規定的保證人責任的任何形式的抵押，不論該等抵押是直接的還是間接的，亦不論是個人的還是涉及客戶或任何該等契諾承諾人的任何財產抵押。

The Guarantor warrants to the Dealer that the Guarantor has not taken and covenants to the Dealer that the Guarantor will not take from the Client or any other Covenantor, without the prior written consent of the Dealer, any form of security, either directly or indirectly and whether merely personal or involving a charge on any property of the Client or such Covenantor, in respect of the Guarantor's liabilities under this Guarantee.

- 6.2 保證人現在或日後未經經紀人事前同意而持有或取得之上述抵押須作為履行本保證書規定的保證人責任保證的抵押，保證人須以信託形式為經紀人持有該等抵押，並交由經紀人保管。

Any such security now held or hereafter taken without the prior consent of the Dealer shall be held on trust for the Dealer as security for the discharge of the liabilities of the Guarantor under this Guarantee and shall be deposited with the Dealer.

## 7. 代位權 Subrogation

保證人與經紀人契諾除非及直至應付款項已經完全清償，將不就經紀人所持有的任何抵押與經紀人競爭向客戶或任何其他人士行使任何權利或就申索任何代位權權利；但是保證人可以（以及若經紀人如此要求時則須要）提出在客戶或任何其他人士清盤或破產的證明，向客戶或任何其他人士申索，或與客戶或任何其他人士的債權人競爭，以向客戶或任何其他人士申索，唯保證人就該等申索的得益是為經紀人以信託形式持有，以向經紀人支付申索收回的款項，直至應付款項已經完全清償時為止。

The Guarantor covenants to and with the Dealer that the Guarantor will not exercise any rights against the Client or any other person in competition with the Dealer or claim any right of subrogation in respect of any security held by the Dealer unless and until the Obligations shall have been performed and discharged in full; except that the Guarantor may (and shall if so required by the Dealer) prove in any winding-up, bankruptcy or participate in any competition with creditors, of the Client or any other person for claims against the Client or any other person on condition that the benefit of such claims is held upon trust to pay amounts recovered thereunder to the Dealer until the Obligations shall have been performed and discharged in full.

## 8. 結算 Settlement

保證人與經紀人之間的任何付款、結算或清償，以及客戶或任何契諾承諾人或其他人士付經紀人的應付款項，要以“不會因為有關破產、無力償債、清盤、債務重整或債務安排的法例、或者任何其他原因而失效或被下令交還、退還或扣減”為條件。當發生任何上述失效或命令事件時，經紀人有權向保證人收回任何該等抵押的款項或欠款，如同該等付款、結算或清償事宜並未發生一樣。

Any payment, settlement or discharge between the Guarantor and the Dealer shall be conditional upon no security provided or payment made to the Dealer in respect of the Obligations by the Client or any Covenantor or other person being avoided or ordered to be surrendered, refunded or reduced by virtue of any law relating to bankruptcy, insolvency, liquidation, winding-up, composition or arrangement or for any other reason and in the event of any such avoidance or order the Dealer shall be entitled to recover the value or amount of any such security or payment from the Guarantor as if such payment, settlement or discharge had not occurred.

## 9. 抵銷 Set-off

- 9.1 經紀人可以在任何時候不須通知保證人而運用保證人單獨持有或與其他人士共同持有的在香港或其他任何地方開立的任何於經紀人開設之帳戶（不論是往來帳戶還是儲蓄帳戶或定期存款帳戶，亦不論是港幣帳戶還是其他

貨幣帳戶) 中的任何貸方結餘, 以清償本保證書規定保證人應負擔的任何款項。

The Dealer may, at any time without notice to the Guarantor, apply any balance standing to the credit of any account (whether a current, savings or deposit account and whether in Hong Kong Dollars or in some other currency) maintained with it by the Guarantor either alone or jointly with others and whether in Hong Kong or elsewhere in or towards the satisfaction and discharge of any amounts for which the Guarantor is liable hereunder.

- 9.2 若經紀人依據第 9.1 條條款規定行使任何運用貸方結餘權利時需要將一種貨幣換算為另一種貨幣, 是項換算應按經紀人確切地決定採用的, 於換算時用現有貨幣兌換成到期須償還款項或債項所用貨幣的通行即期匯率進行計算。

If the exercise by the Dealer of any right of application pursuant to Clause 9.1 requires the conversion of one currency into another such conversion shall be calculated at the then prevailing spot rate of exchange as conclusively determined by the Dealer for purchasing the currency in which the monies or liabilities were due, owing or incurred with the existing currency so converted.

- 9.3 直至應付款項完全清償之時為止, (a) 經紀人對其不時持有的保證人的所有財產及資產擁有留置權, 並且可以將保證人所持有的、不時以其名義及/或以保證人的代名人名義登記的所有股票、股份、可賣證券或其他證券當作抵押品, 不論經紀人是因安全保管還是其他理由而持有該等財產、資產、股票、股份或證券; 及 (b) 經紀人有權變賣上述任何及/或全部財產、資產、股票、股份及/或證券以一元對一元的基準清償全部或部份應付款項, 有關變賣之價格及其他條款, 經紀人有全部及絕對酌情權。

Until the Obligations have been satisfied or discharged in full, (a) the Dealer shall have a lien on all property and assets of the Guarantor from time to time in the Dealer's possession and a charge over all stocks, shares and marketable or other securities of the Guarantor from time to time registered in the Guarantor's name and/or in the name of the Guarantor's nominees, whether the same be held for safe custody or otherwise; and (b) the Dealer shall be entitled to realise any and/or all of the said property and assets, stocks, shares and/or securities at such price and on such other terms as may be determined by the Dealer in its sole and absolute discretion for the purpose of satisfying the Obligations or part thereof on a dollar-for-dollar basis.

## 10. 付款 Payments

- 10.1 本保證書規定保證人應付的所有款項, 須以經紀人在相關的付款要求中可能要求的付款方式支付經紀人。

All amounts payable by the Guarantor under this Guarantee shall be paid to the Dealer in such manner as the Dealer may require in the relevant demand.

- 10.2 本保證書規定保證人須付的所有款項, 不得扣除任何預扣稅項, 不得有抵付或反索償, 不得附加任何限制、條件或扣款。若保證人受法律強制作出任何扣減、或者預扣任何款項, 保證人將迅速向經紀人支付該等額外金額, 使經紀人收到的付款淨額, 等於未作扣減或預扣時應可收到的全部金額。

All amounts payable by the Guarantor under this Guarantee shall be made without any withholding on account of any taxes and without set-off or counterclaim or any restriction condition or deduction whatsoever. If the Guarantor is compelled by law to make any deduction or withholding, the Guarantor will promptly pay to the Dealer such additional amount as will result in the net amount received by the Dealer being equal to the full amount which would have been receivable had there been no deduction or withholding.

- 10.3 保證人將以相關的付款要求書中列明的貨幣, 支付本保證書所要求支付的款項。

The Guarantor will pay amounts demanded under this Guarantee in the currency or currencies stipulated in the relevant demand.

- 10.4 經紀人按本保證書規定收到或收回的任何款項, 若非根據本保證書規定繳付的貨幣(“帳戶貨幣”)(不論是否因任何司法轄區的法院、審裁處或主管機構在客戶解散或其他情況下作出裁決或頒發的命令所致, 或者因執行所述裁決或命令), 對保證人來說, 應僅是構成清償了經紀人按其通常做法能夠在收到或收回款項日期(或者,

若實際不可能在該天購買，以實際能夠購買的第一天）收到或收回的以其他貨幣支付的款項購到的帳戶貨幣金額。若購買到的帳戶貨幣少於到期應付或經紀人索償的帳戶貨幣金額，保證人應彌償經紀人所蒙受的任何損失，就該彌償經紀人有權向保證人提出獨立的及分開的索償及法律行動。

Any amount received or recovered by the Dealer under this Guarantee in a currency other than the currency (the "Account Currency") in which payment has been demanded pursuant hereto (whether as a result of or of the enforcement of, a judgement or order of a court, tribunal or authority of any jurisdiction, in the dissolution of the Client or otherwise) shall only constitute a discharge by the Guarantor to the extent of the amount in the Account Currency which the Dealer is able, in accordance with its usual practice, to purchase with the amounts so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make the purchase on that date, on the first date on which it is practicable to do so). If that amount is less than the amount due to or claimed by the Dealer in the Account Currency the Guarantor shall indemnify the Dealer against any loss sustained by the Dealer and such indemnification shall give rise to an independent and separate claim and cause of action against the Guarantor.

- 10.5 經紀人就本保證書規定到期應付予經紀人的任何款項、應付款項中未付之欠款、或者任何其他事項發出的任何證明或作出的任何決定，在沒有明顯錯誤的情況下，在所有方面均為最終的，並對保證人具約束力。

Any certificate of or determination by the Dealer as to any amount due hereunder to the Dealer, the amount of the Obligations in default or any other matter whatsoever shall be conclusive for all purposes and binding on the Guarantor in the absence of manifest error.

## 11. 轉讓 Assignment

- 11.1 本保證書對保證人、經紀人、以及他們各自的繼承人、承讓人及個人代表均具約束力，並且確保上述各方的利益。但是未經經紀人事前同意，保證人不得且無權轉讓本保證書規定保證人的權利、任何權益或責任。

This Guarantee shall be binding on and ensure to the benefit of the Guarantor, the Dealer and their respective successors, assigns and personal representatives except that the Guarantor shall not, and shall not be entitled to, assign or transfer any of the Guarantor's rights, benefits or obligations hereunder without the prior consent of the Dealer.

- 11.2 經紀人可以轉讓本保證書規定經紀人的全部或任何部份的權利及／或責任，且為此目的，經紀人可以向潛在的承讓人披露所有或任何抵押文件提及的任何或全部資料。

The Dealer may assign or transfer all or any part of its rights and/or obligations under this Guarantee and the Dealer for this purpose may disclose to a potential assignee or transferee any or all of the information referred to in all or any of the Security Documents.

## 12. 時間、等等 Time, etc

- 12.1 經紀人未能或延遲行使本保證書規定的任何權利或補償，不構成經紀人放棄該等權利或補償，且任何權利或補償的單次或部分行使，將不阻止經紀人再次或進一步行使該項權利或補償，或者行使任何其他權利或補償。

No failure or delay on the part of the Dealer to exercise any right or remedy under this Guarantee will operate as waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of it or the exercise of any other right or remedy.

- 12.2 本保證書中規定的各項權利及補償可以累加，且不排除法律規定的任何其他權利及補償。

The rights and remedies provided in the Guarantee are cumulative and not exclusive of any rights or remedies provided by law.

- 12.3 本保證書的各項規定，只可以經雙方書面同意予以修訂。

The provisions of this Guarantee may only be amended if the parties so agree in writing.

- 12.4 任何棄權或同意，僅於給予有關棄權或同意的情況及目的有效。

Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

### 13. 通訊 Communications

13.1 除非另行列明，本保證書規定的任何通知、同意、批准或其他通訊（下文統稱“通訊”），均須採用書面形式，可以經由電傳、圖文傳真或信函發出，惟保證人以電傳或圖文傳真發出的通訊，隨後須立即寄發確認信函。

Any notice, consent, approval or other communication (collectively a "communication") under this Guarantee shall be made in writing but, unless otherwise stated, may be made by telex, facsimile or letter provided that any communication from the Guarantor made by telex or facsimile shall promptly be confirmed by letter.

13.2 經紀人依據本保證書規定發給保證人的任何通訊或文件，須發往保證人不時提供予經紀人的、用於接收通訊的指定電傳號碼、圖文傳真號碼及／或通訊地址。保證人的首個通訊地址列於本保證書開端處。

Any communication or document to be made or delivered by the Dealer to the Guarantor pursuant to this Guarantee shall be made or delivered to the telex number, facsimile number and/or address from time to time designated by the Guarantor to the Dealer for such purpose, the initial address of the Guarantor being as set out at the beginning of this Guarantee.

13.3 保證人依據本保證書規定發給經紀人的任何通訊或文件，須發往經紀人不時提供予保證人的、用於接收通訊的指定電傳號碼、圖文傳真號碼及／或通訊地址。經紀人的首個通訊地址列於本保證書開端處。

Any communication or document to be made or delivered by the Guarantor to the Dealer pursuant to this Guarantee shall be made or delivered to the Dealer at the telex number, facsimile number and/or address from time to time designated by the Dealer to the Guarantor for such purpose, the initial address of the Dealer being as set out at the beginning of this Guarantee.

### 14. 部分失效 Partial Invalidity

本保證書的任何條款因任何司法轄區法律規定成為非法、無效或不可實施條款時，不影響本保證書依據任何其他司法轄區法律規定的合法性、有效性或可實施性，亦不影響本保證書任何其他條款依據任何其他司法轄區法律規定的合法性、有效性或可實施性。

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

### 15. 平等保證 Pari Passu Warranty

保證人向經紀人保證並契諾，本保證書規定的關於款項支付的保證人義務，與保證人的所有其他現在的及未來的無抵押及非附屬債務、保證及其他義務處於且將繼續處於至少同等地位。

The Guarantor warrants and covenants to the Dealer that the Guarantor's obligations under this Guarantee in respect of the payment of monies rank and will continue to rank at least pari passu in all respects with all the Guarantor's other present and future unsecured and non-subordinated indebtedness, guarantees and other obligations.

### 16. 法律及司法權轄區 Law and Jurisdiction

16.1 本保證書受香港法律管制，並按照香港法律解釋。

This Guarantee shall be governed by and interpreted in accordance with the laws of Hong Kong.

16.2 保證人茲不可撤回地接受香港法院的非專屬性司法管轄權管轄，使本保證書可以具司法管轄權的任何法院執行，且保證人茲放棄以訴訟場地或訴訟場地不方便為理由，就在任何該等法院進行的法律程序提出任何反對。

The Guarantor hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong and so that this Guarantee may be enforced in any court of competent jurisdiction and the Guarantor hereby waives any objection to proceedings in any such court on the grounds of venue or inconvenient forum.



16.3 保證人茲不可撤回地同意本保證書的任何法律行動或法律程序相關的任何過程中法庭所判的任何賠償及／或發出之訴訟程序或指令，包括作出、實施或執行關於保證人的任何財產、資產或收益的任何裁決或命令。

The Guarantor hereby irrevocably consents to the granting of any relief and/or the issue of any process in connection with any legal action or proceedings in connection with the Guarantee, including the making, enforcement or execution of any judgment or order against any of the property, assets or revenues of the Guarantor whatsoever.

16.4 在保證人目前擁有或日後可能取得的就任何有關於保證人的財產或資產的法院司法管轄或任何法律程序的任何豁免權（不論該等法律程序是否以傳票或通知、裁決前查封、裁決後的查封、執行裁決或其他形式生效）的限度內，保證人茲不可撤回地放棄關於本保證書規定保證人義務方面的該等豁免權。

To the extent that the Guarantor now has or may hereafter acquire any immunity from the jurisdiction of any court or from any legal process (whether effected by service or notice, attachment prior to judgement, attachment after and of execution or otherwise) with respect to the Guarantor or the Guarantor's property or assets, the Guarantor hereby irrevocably waives such immunity in respect of the Guarantor's obligations under this Guarantee.

保證人茲在本保證書簽署及加蓋印章。

本保證書於下述日期，生效成為一份契約文件。特此證明。

**IN WITNESS whereof the Guarantor has duly executed this Guarantee under seal and as a deed on the date first above written.**

由擔保人簽署、加蓋印章及遞交

SIGNED, SEALED and DELIVERED

by the Guarantor who having been previously

identified by the production of his/her Hong Kong



擔保人香港身份證號碼

Guarantor Hong Kong Identity Card No

見證人

WITNESSED by

見證人簽名

Witness Signature

見證人姓名

Witness Name



見證人香港身份證號碼

Witness Hong Kong Identity Card No.

見證人地址

Witness Address

日期

Date