

LETTER OF GUARANTEE

In consideration of **SOUTH CHINA SECURITIES LIMITED, SOUTH CHINA COMMODITIES LIMITED, SOUTH CHINA FOREX LIMITED and SOUTH CHINA BULLION COMPANY LIMITED** (hereinafter referred to individually as the “ Company” and together the “ Companies”), making or continuing advances or otherwise giving credit or affording credit and finance facilities for as long as any of the Company may think fit to

(hereinafter called “the Customer”), *I/we, the undersigned _____

(Guarantor’s Name)

(hereinafter called “the Guarantor” which expression shall where applicable include the Guarantor and his/ her/ their respective executors, administrators and successors) hereby jointly and severally*guarantee the payment of and agree to pay and satisfy to each Company on demand all and every sums of money and liabilities which are now or shall at any time hereafter be owing or incurred to each Company from or by the Customer on any account of the Customer with each Company or in any manner whatsoever (and without prejudice to the generality of the foregoing, any reference to an account shall include any account which the Customer may hereafter open or reopen with any of the Companies) whether as principal or surety and whether solely or jointly with any other person, firm or corporation or from any firm in which the Customer may be a partner and in whatever name style or firm including but not limited to 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 Customer solely or jointly with any other person firm or corporation or of any such firm as aforesaid or for any money for which the Customer may be liable as surety or in any other way whatsoever together with interest on all such moneys debts and liabilities at such rate or rates as may from time to time be charged by each Company and all handling charges legal and other costs charges and expenses, including but not limited to (a) all monies, and liabilities in any currency however and whenever incurred, whether with or without the Guarantor’s consent or knowledge and owing by the Customer to the Companies at any time, whether separately or jointly with any other person, actually or contingently, whether at the present or in the future, in any capacity, including as principal or as surety; (b) interest on such monies (both before and after any demand or judgment), to the date that the Companies receive payment, (c) any amount due under the indemnity clauses herein, and (d) all expenses and fees incurred or charged by the Companies in enforcing this Guarantee on full indemnity basis (collectively referred as “Guaranteed Monies”).

PROVIDED that *the liability of the Guarantor to each Company hereunder shall be unlimited/the amount recoverable by each Company from the Guarantor hereunder is limited to the principal sum of

(Amount in words)

(_____) Amount in figures Guarantor’s initial

for each Company with interest thereon, at such rate or rates as each Company may from time to time charge, from the date of demand until payment of All Guaranteed Monies.

Further and without prejudice to the generalities of the foregoing, the Guarantor hereby further agrees and undertakes with each Company as follows:

1. This Guarantee 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 Customer to any Company upon any such account as hereinbefore mentioned.
2. This Guarantee shall be binding as a continuing security on the Guarantor until the expiration of three calendar months after he or in case of his dying or becoming under disability, his executors, administrators or legal representatives (as the case may be) shall have given to any Company ,with which the Customer has an account, notice in writing to discontinue and determine the same.

However, such determination shall not release the Guarantor in respect of any liability undertaken or incurred by any Company during the currency of this Guarantee.

3. In the event of this Guarantee ceasing from any cause whatsoever to be binding as a continuing security on the Guarantor, each Company shall be at liberty without thereby affecting its rights hereunder to open a fresh account or accounts and to continue any then existing account with the Customer and no money paid from time to time into any such account or accounts by or on behalf of the Customer and subsequently drawn out by the Customer shall on settlement of any claim in respect of this Guarantee be appropriated towards or have the effect of payment of any part of the money due from the Customer at the time of this Guarantee ceasing to be so binding as a continuing security or of the interest thereon unless the person or persons paying in the money shall at the time in writing direct each Company specially to appropriate the money to that purpose.

(*delete where not appropriate)

4. Any admission or acknowledgement in writing by the Customer or by any person authorized by the Customer of the amount of indebtedness of the Customer to any Company and any judgment recovered by that Company against the Customer in respect of such indebtedness shall be binding and conclusive on and against the Guarantor in all courts of law and elsewhere. Further, a certificate by an officer of any Company as to the money and liabilities for the time being due or incurred to that Company from or by the Customer shall be conclusive evidence against the Guarantor in all courts of law and elsewhere.
5. Each Company shall be at liberty without thereby affecting that Company's rights against the Guarantor hereunder at any time to determine enlarge or vary and credit to the Customer to vary exchange abstain from perfecting or release any or the rights of any other Company against the Guarantor hereunder other securities held or to be held by such 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 and to compound with give time for payment to accept compositions from and make any other arrangements with the Customer or any obligants on bills, notes or other securities held or to be held by such Company for and on behalf of the Customer.
6. The Guarantee shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security now or hereafter held by any Company for all or any part of the moneys hereby guaranteed nor shall such collateral or other security or any lien to which any 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 anyway prejudiced or affected by this present Guarantee. And each Company shall have full power at its absolute discretion to give time for payment to or make any arrangement with any such other person or persons without prejudice to this present Guarantee or any liability hereunder. And all sums of money received by any Company from the Guarantor or the Customer or any person or persons liable to pay the same may be applied by the receiving Company to any account or item of account or to any transaction to which the same may be applicable.
7. Although the Guarantor's ultimate liability hereunder to each Company cannot exceed the limit hereinbefore mentioned (if any) yet this present Guarantee shall be construed and take effect as a guarantee of the whole and every part of the principal money and interest owing and to become owing as aforesaid and accordingly the Guarantor is not to be entitled as against any Company to any right of proof in the bankruptcy or insolvency of the Customer or other right of a surety discharging his liability in respect of the principal debt unless and until the whole of the principal money, Guaranteed Monies, and interest shall have first been completely discharged and satisfied. And further for the purpose of enabling any Company to sue the Customer or prove against his estate for the whole of the money owing as aforesaid or to preserve intact the liability of any other part, each Company may at any time place and keep for such time as it 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 of such other person or persons or transaction if any as it shall think fit without any intermediate obligation on the part of any Company to apply the same or any part thereof in or towards the discharge of the money owing as aforesaid or any intermediate right on the Guarantor's part to sue the Customer or prove against his estate in completion with or so as to diminish any dividend or other advantage that would or might come to any Company or to treat the liability of the Customer as diminished.
8. The Guarantor hereby declares that he has not taken in respect of the liability hereby undertaken by him on behalf of the Customer and hereby agrees that he will not take from the Customer either directly or indirectly without the consent of each Company 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 Customer whereby the Guarantor or any person claiming through him by endorsement assignment or otherwise would or might on the bankruptcy or insolvency of the Customer and to the prejudice of any Company increase the proofs in such bankruptcy or insolvency or diminish the property distributable amongst the creditors of the Customer.
9. If the name of the Customer hereinbefore inserted is that either of a firm or of a limited company or other corporation or of any committee or association or other unincorporated body any of the provisions hereinbefore contained which are primarily and literally applicable to the case of a single and individual customer only shall be construed and take effect so as to give each Company hereunder a guarantee for the money owing from that firm and every member thereof or from that limited company or corporation or committee or association or other unincorporated body as identical or analogous as may be with or to that which would have been given for the money owing from a single individual if the Customer had been a single individual and any money shall be deemed to be so owing notwithstanding any defect informality or insufficiency in the borrowing powers of the Customer or in the exercise thereof which might be a defence as between the Customer and any Company. In the case of a firm this Guarantee shall be deemed to be a continuing guarantee of all money owing on any such account as hereinbefore mentioned from the persons or person carrying on business in the name of or in succession to the firm or from any one or more of such persons although by death retirement or admission of partners or other causes the constitution of the firm may have been in part or wholly varied. In the case of a limited company or other corporation any reference to bankruptcy shall be deemed to be a reference to liquidation or other analogous proceeding and the money owing as aforesaid and hereby

guaranteed shall be deemed to include any money owing in respect of debentures or debenture stock of the limited company or other corporation held by or on behalf of any Company.

10. If the Guarantor shall consist of more than one persons, their liabilities to each Company hereunder shall be deemed to be joint and several and any Company may release or discharge any of them from his or their obligations hereunder or compound with or enter into any arrangement with any of them without thereby in any way affecting its rights hereunder against any of the other or others of them or the rights of any of the other Companies against the person or persons so released or discharged.
11. So long as any money remains owing hereunder each Company shall have a lien on any moneys now or hereafter standing to the credit of any accounts of the Guarantor with any such Company and on any securities including, without prejudice to the generality thereof any Futures/Options Contracts and/or Foreign Exchange Contracts and/or Bullion Contracts (where applicable) now or at any time hereafter deposited with or otherwise placed in the hands of any such Company belonging to or under the control of the Guarantor. Each Company may also without notice to the Guarantor combine or consolidate all or any of the accounts of the Guarantor with and liabilities to any such Company and set-off or transfer any sum or sums in whatever currency standing to the credit of any one or more of such accounts in or towards satisfaction of any of the Guarantor's liabilities to any such Company on any other account or in any other respect whatsoever irrespective of whether such liabilities be incurred by the Guarantor singly or by the Guarantor jointly with others in partnership or otherwise or incurred by the Guarantor as principal or as surety of the Customer or of some other person body corporate or firm the irrespective of whether such liabilities be actual or contingent, primary or collateral and several or joint.
12. The Guarantor shall in no circumstances whatsoever have the right to use the name of any Company for the purpose of proceedings against the Customer or otherwise.
13. The Guarantor is liable as a principal debtor to each Company for the payment of any moneys secured hereunder and no Company need institute legal proceedings or take other steps towards the recovery of the moneys owing from the Customer before enforcing this Guarantee against the Guarantor or join in the Customer as a party in any legal proceedings against Guarantor.
14. Each Company is hereby authorized by the Guarantor at any time without notice to the Guarantor to attend to and do in the name of the Guarantor or in the name of that Company for and on behalf of the Guarantor all or any of the following, that is to say
 - (a) to receive from that Company or any banks and companies or finance companies or any persons or partnerships all or any of such monies including Guaranteed Monies and interest, if any, accrued or accruing due on the Guarantor's deposit account or accounts or any other accounts with any of the Company or the said companies or finance companies or banks or persons or partnerships and upon receipt thereof to give good and valid receipts and discharges for the same whether in the name of the Guarantor or in the name of that Company as it may think fit;
 - (b) to withdraw all or any such moneys (together with interest thereon, if any) from that Company or any other banks or finance companies or persons or partnerships whether on maturity or otherwise as may be necessary or required for the payment and satisfaction of all moneys and liabilities owing to that Company.
15. The security hereby created shall not be discharged or affected by the death bankruptcy insolvency or liquidation of the Customer but shall continue to be operative until determined in the manner and to the extent as provided in Clause 2 hereof.
16. No failure or delay on the part of any Company to exercise or enforce any right, remedy, power or privilege hereunder or under any agreement with the Customer or in relation to any security taken by any Company shall operate or deem to operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege herein provided be cumulative and inclusive of any rights, remedies, powers and privileges provided by law.
17. Any term, condition, stipulation, provision, covenant or undertaking in this Guarantee which is illegal, void, prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.
18.
 - (a) Any notice required to be given by any Company shall be in writing and shall be deemed to have been so given if addressed to the Guarantor at his last known address as recorded by that Company.
 - (b) Any notice delivered personally shall be deemed to have been given at the time of delivery. Any notice dispatched by letter postage prepaid shall be deemed to have been given 48 hours after posting. Any notice sent by fax shall be deemed to have been given at the time of despatch.
 - (c) Any notice or demand for payment by any Company on behalf of another Company or any other Companies hereunder shall without prejudice to any other effective mode of making the same be deemed to have been

properly served on the Guarantor if served in accordance with the provisions herein provided.

- (d) In case of the Guarantor's death and until each Company with whom the Customer has an account or account(s) receives notice in writing of the grant of probate of the Guarantor's will or of administration of his estate any notice or demand by each Company sent by post as aforesaid addressed to the Guarantor or his personal representatives at his address last known to that Company or stated hereto shall for all purposes of this guarantee be deemed a sufficient notice or demand by that Company to the Guarantor and his personal representatives and shall be as effectual as if the Guarantor were still living.
19. In this Guarantee, the expression "the Company" shall mean and include all companies for the time being which are subsidiaries of each of the Companies, the holding company of each of the Companies and the respective successors and assigns of each of such companies.
20. The Guarantor hereby agrees that each Company may enforce its rights under this Guarantee against the Guarantor in any Court or Courts of any country or place in the world, and the Guarantor irrevocably submits to the jurisdiction of such Court or Courts.
21. Each of the Company may engage any debt collection agents or service provider to collect any sum due under this Guarantee. Without prejudice to the rights of the Companies under this Guarantee, the Guarantor gives consent to the Company for disclosing and/or obtaining information about the Guarantor and this Guarantee, both within or outside Hong Kong to or from the following:
- a. any agent, third party service provider or contractor which provides services to the Company in relation to debt collection or the operation of the Company's business ;
 - b. any credit reference agencies;
 - c. any company which is a subsidiary of the holding company of any of the Company,
 - d. any employee, director, staff, adviser, auditor of any of the Company.
 - e. any other person, if required or permitted by any law, regulation, regulator, or regulatory guidelines or judicial process to do so.
22. The Guarantor shall fully indemnify the Company and the Companies against any loss or liability which the Company or Companies may incur or suffer as a result of the Guarantor's failure to comply the Guarantor's obligations or undertaking or any breach of the terms of this Guarantee.
23. No one other than the Company, the Companies, their successors and permitted assignees shall have any right to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) or otherwise.
24. If there is any discrepancy between the English version of this Guarantee and the Chinese version, the English version shall prevail.
25. This Guarantee and all rights obligations and liabilities arising hereunder shall be construed and determined under and may be enforced in accordance with the Laws of Hong Kong.
26. In this Guarantee where the singular is use, it shall be taken to include the plural where applicable and where words importing the masculine gender are used they shall where applicable include the feminine gender and neuter gender.

In witness whereof, this Guarantee has been executed and delivered by the Guarantor as a deed on this date specified below.

擔保書

考慮到南華證券投資有限公司，南華期貨有限公司，南華外匯有限公司及南華金業有限公司（以下各簡稱“本公司”及總稱“本集團”），作出或繼續貸款或以其他方式給予信貸或只要任何一個本公司認為合適即可以提供信貸和融資便利給

（以下簡稱“客戶”），*我/我們，簽署人_____（擔保人姓名）

以下簡稱“擔保人”，在適當情況下包括擔保人及其各自的執行人，管理人和繼承人在此共同和個別地*保證支付並同意支付並滿足每個本公司所要求的全部金錢以及現在或將要在任何時候因客戶或客戶帳戶對每個本公司負債或產生的任何客戶與任何公司之間或以任何方式支付或產生的責任（並且不損害前述的一般性，任何本擔保書中所指之帳戶應包括任何客戶以後可以與任何本公司開立或重新開立的任何帳戶），無論是作為委託人還是擔保人，以及是否與其他人，機構或公司或客戶可能是合作夥伴以及任何名稱風格或公司，包括但不限於票據貼現或票據折扣或支付金額以及其他貸款信貸或預付款以應客戶的要求，或因應客戶的要求（客戶單獨或聯合任何其他人員，機構或公司或上述任何一家公司），或任何客戶負債（客戶可能因擔保的任何款項作為保證或以任何其他方式負債）連同利息，所有此類款項的債務和負債，按照各本公司不時可能收取的利率，支付及所有手續費，法律費用，其他費用，收費和開支，包括但不限於：(a) 所有款項和任何一種貨幣的負債，但無論如何或何時發生，無論是否有擔保人的同意或知情，並由客戶於任何時刻欠本公司或本集團之款項，無論是單獨還是與任何其他共同欠款，實際或不定期地欠款，無論是在現在還是將來，在任何時候以任何身份，包括作為主要借款人或擔保人；(b) 該等款項之利息（在任何要求或判斷之前和之後）到該本集團收到付款當日，(c) 根據本擔保書條款應付的任何款項，以及 (d) 本集團在全額賠償基礎上執行本保證書時發生支出或收取的所有費用（統稱為“擔保款項”）。

規定*擔保人對本協議下各本公司的責任不受限制/就每一家本公司可從本擔保人收回的金額限於擔保款項總額

（文字填寫金額）

（_____）金額數字 擔保人的簡簽

（對於每一家本公司）及其利息，按照每一家本公司不時要求的要求日期及利率直至擔保人完全付清擔保款項付款。

此外，在不損害前述的一般性的情況下，擔保人在此進一步同意並向各本公司承諾如下：

- 1.本擔保不應被視為通過任何中期(部份)付款或滿足上述欠款的全部或任何部分而得到滿足，而應是持續擔保，並應涵蓋任何一筆或多筆金額，應包括當暫時構成客戶在任何上述帳戶中應付給任何本公司的餘額。
- 2.本擔保書對擔保人的持續擔保具有約束力，直至擔保人或他的死亡或喪失行為能力的三個日曆月之後，擔保人之執行人，管理人或法律代表（視情況而定）向每一個本公司（所有客戶有帳戶之本公司）以書面形式去要求停止擔保及結束擔保。但是，這種決定不得解除擔保人就本擔保期間對任何本公司所承擔的任何責任。儘管此處有任何規定，擔保人保證將所有此類款項按本公司要求支付給本公司，無論本公司該要求是在此擔保終止之前作出，還是擔保終止之後作出。
- 3.如果本擔保不論以任何理由停止作為對擔保人的持續擔保具有約束力，則每個本公司均可自由放任，從而而不影響其在本擔保書下的權利，可以開立新帳戶或多個帳戶並繼續任何的客戶的現有帳戶或當時有之帳戶，並且客戶（或客戶之代表）支付任何金錢或存入此類帳戶或多個帳戶，並且客戶隨後從客戶的帳戶提取的任何款項去解決與本擔保有關的任何索賠時，不應被當為本擔保終止作持續擔保時客戶支付任何一部份的欠款，除非支付款項的一方或多人在撰寫時以書面形式直接指示各本公司把錢用於此個目的。
（*刪除不適用的地方）
- 4.客戶或任何獲得客戶授權的人員以書面形式承認或確認客戶對任何公司的債務金額以及本公司就該客戶之債務獲得的任何判決應對擔保人具有約束力並具有決定性意義在所有法院和其他地方。此外，任何本公司的高級職員就客戶欠款或客戶當時應付或產生的金錢從帳戶和責任提供的證明，應是對擔保人的確鑿證據（在所有法院和其他地方）。
- 5.每個本公司都可以在不影響本公司（對擔保人）的權利的情況下隨時決定放大或變更本公司給予客戶之信用額或借款額；或更改/交換或避免完善或釋放任何其他(有關本公司對擔保人的任何權利，或部份權利)本公司持有或將持有的其他款項之抵押品或證券，以任何方式續票據和期票，並給時間付款以接受組合，本公司可和客戶或任何債務人（就本公司為客戶或代表客戶持有或將持有的票據，或其他證券）作任何其他安排。
- 6.擔保書應當補充而不受任何本公司現在或以後持有（就本擔保書）的全部或部分抵押品或保證金的擔保或其他擔

保的影響；而抵押品，其他擔保或抵押品或任何留置權，或任何其他或非擔保人對承擔的全部或部分款項的責任，無論如何均不受本擔保書的影響。並且每個本公司有絕對酌情權全權決定是否給予任何其他人時間付款或與任何其他人作出任何安排，但不影響本擔保或本協議項下的任何責任。而且任何本公司（從擔保人或客戶或任何負責支付款項的人或個人）收到的所有款項均可由收款的本公司應用於任何賬戶或賬戶項目或任何可能適用的交易。

7.雖然擔保人對各本公司的最終責任不得超過上述限額（如有），但本擔保應解釋為並作為全部和部分本金；擔保款額和利息的擔保如上所述，因此擔保人不得影響任何本公司在客戶破產或破產中擁有任何證明權利或其他擔保人對債務履行其責任的權利，除非並且直至整個本金；擔保款項和利息已先完全被解除和已滿足各本公司。此外，為了使任何本公司能夠起訴客戶或針對他的遺產證明上述所欠的全部款項或保留任何其他部分的責任，基於本公司的決定，每個本公司可以在（任何時間安排並保留在任何時間和地點）因為本公司可能會因為謹慎因素而將任何款項（已收回取或取回之款項）保留和放於各本公司應為合適之暫記賬戶（有關保證人或其他人或任何其他他人等）或任何交易，而任何本公司沒有中途責任去將部份或全部上述收取之款項去抵消欠款，而擔保人沒有權利去起訴客戶或提供一些不利於客戶之資產，股利或分紅或其它對本公司有利的優點之證明；擔保人也沒有權利去當客戶之欠款減少。

8.擔保人在此聲明擔保人並未就其承擔的責任代表客戶承擔客戶的責任，並擔保人特此同意，在未經各公司同意的情况下，擔保人不會直接或間接從客戶那裡收取任何票據，匯票抵押，抵押權或其他形式之抵押品無論是僅個人或涉及任何有關客戶財產之抵押，擔保人不能使即擔保人或任何其他他人通過背書轉讓或以其他方式於客戶申請破產時影響本公司之權益或增加破產的證據或減少客戶債權人可分配的財產。

9.如果上述客戶的名稱是公司或有限責任公司或其他公司，或任何委員會或協會或其他非法人團體的任何一項，本擔保書中之條款和字面上適用於一個單獨的客戶只應被解釋為仍然有效，以便作為每個本公司給予該公司及其每個成員或該有限公司或法人或委員會或協會或其他非法人團體欠款的保證，當如客戶是一個人，並且任何款項都應該被認為是如此欠款，雖然客戶之借款權力可能有缺陷或不足，或客戶行使可能是客戶與任何本公司之間的辯護。就公司而言，此擔保應被視為持續保證上述任何賬戶所欠之所有金錢，而上述公司或以公司名義繼續經營業務的人或多個人的持續保證任何賬戶上欠下的所有款項，儘管可因通過死亡退休或接納合夥人或其他原因，部分或完全改變了公司章程。就有限公司或其他法團而言，任何提述破產案須被視為提述清盤或其他類似程序，而上述欠款及此擔保應視為包括任何欠付（有關由任何本公司或代表任何本公司或本集團持有的有限公司或其他公司的債券或債券股票）的金錢或款項。

10.如果擔保人由多於一人或實體組成，則其對本擔保書下各本公司的責任應視為個別及連帶責任，任何本公司均可解除其中任何一個擔保人的責任或與其他安排合併或進入其他安排而不會因此而影響任何其他本公司或其他本集團成員的權利或任何其他他人（對被釋放或被解除責任的人）可施用的權利。

11.只要任何欠款項，仍然未清還本擔保書下之擔保款項，各本公司對任何現在或以後的擔保人的任何賬戶（包括任何擔保人於本公司的賬戶）的任何款項和任何證券（包括但不限於）/期權合約及/或外匯合約及/或黃金合約（如適用），無論是現時或於任何時間後存放於或以其他方式置於本公司之任何屬於擔保人或受其控制的公司手中之任何款項/金錢，證券及上述之合約。每個本公司也可以在不通知擔保人的情況下合併擔保人的全部或任何賬戶與任何欠本公司的債務，並抵消或轉移任何一種或多種貨幣的賬戶，無論擔保人是單獨承擔還是由擔保人與其他人共同承擔或以其他方式承擔責任，無論是由擔保人作為客戶或其他客戶之擔保人或其他人，個體，機構或之公司擔保人承擔責任，不論這些欠債是實際還是或有，負責任的是主要的還是擔保的，是若干或聯合的。

12.擔保人在任何情況下均無權使用（就對客戶提起訴訟或任何其他目的）任何本公司的名稱。

13.擔保人（作為每個本公司的主要債務人）承擔支付本擔保書下擔保的任何款項的責任，並且在本公司向擔保人執行擔保之前，本公司不需要用訴訟或採取其他措施追回客戶欠的款項，或者在作為針對擔保人的任何法律訴訟使客戶成為其中一個被告。

14.擔保人在任何時候均授權各本公司（在不通知擔保人的情況下以擔保人的名義或以本公司的名義替擔保人進行以下（全部或任何以下）的行為，也就是說

（a）從該本公司或任何銀行和公司或財務公司或任何個人或合夥企業收取全部或任何款項，包括擔保人存款賬戶或任何其他賬戶中的利息（如有），應計或應計到期的款項，於本公司或上述公司或財務公司或銀行或個人或合夥企業的擔保人之賬戶，並在收到後以無論是以擔保人的名義或以本公司認為適合的本公司名義，在本公司應為合適之情況下可給予良好和有效的收據和解除責任；

（b）從本公司或任何其他銀行或財務公司或個人或合夥公司收回所有或任何此類款項（連同其中的利息（如有）），無論其是否到期，以向本公司支付所欠的所有款項和負債及滿足本公司。

15.由此產生的擔保不應因客戶的死亡，破產或破產清算而遭解除或受其影響，但應繼續有效，直至按本擔保書第2條規定的方式和程度確定。

16.任何本公司未根據此擔保書或延遲或與客戶達成的任何協議行使任何權利或與任何本公司所行使或強制執行任何權利，補救措施，權力或特權的行為將不被視為棄權；而單獨或部分行使或強制執行此處規定的任何權利，補救措施，權力或特權，並不是已全部累積或包括任何法律上之權利，補救措施，權力和特權。

17.本擔保中任何非法，無效，被禁止或不可執行的任何協議條款，條件，規定，條款，契約或保證在任何管轄範圍內僅限有關部份，均不會導致此類其他條款非法，無效，被禁止或不可執行而無效；於任何司法管轄區的任何此類非法，無效，禁止或不可執行性均不會使於任何其他司法管轄區的任何此類協議條款，條件，規定，條款，契約或承諾失效或致使非法，無效或不可執行。

18. (a) 任何本公司要求發出的通知應以書面形式並應被視為已經發出予擔保人如已發送給本公司記錄的擔保人之最後一個已知地址。
- (b) 任何親自發送的通知應被視為在交付時發出。任何以郵資已付郵資已付的通知應視為已在郵寄後 48 小時發出。任何通過傳真發送的通知應視為已在發送時發出。
- (c) 任何本公司代表本集團的成員或或一間本公司或本協議下的任何其他公司發出任何通知或要求支付的款項，並不影響任何其他根據本擔保書之條款的情況下發出之通知的有效性。
- (d) 如果擔保人死亡，並且在客戶擁有賬戶或賬戶的每個本公司收到有關擔保人之遺囑認證或遺產管理的書面通知之前，本公司以上述郵寄方式寄給擔保人或其私人代表至本公司最後所知的地址或在此所指明的地址應將視為本公司向擔保人及其私人代表發出的有效充分通知或要求，應猶如擔保人仍然在生一樣有效。

19.在本擔保中，“本公司”一詞的含義是指並包括當時是各本公司之子公司的所有公司，各本公司的控股公司以及各本公司的各自繼任者和受讓人。

20.擔保人在此同意，各本公司可以在世界上任何國家或地區的任何法院或多個法院對擔保人強制執行其在擔保書下的權利，並且擔保人不可撤銷地同意接受該法院或該等法院的管轄權。

21.本公司均可聘用收債代理人或服務提供商去收取根據本擔保書應付的任何款項。在不影響本公司(在擔保書下)的權利的情況下，擔保人同意本公司可向以下披露/發送和或獲取/接收關於擔保人和本擔保書的信息（香港境內或境外)如下：

- a.任何代理人，第三方服務提供商或向公司提供有關收債或公司業務運作的服務的承包商;
- b.任何信貸資料機構;
- c.任何本公司的任何控股公司的附屬公司，
- d.本公司的任何員工，董事，職員，顧問，審計師;
- e.任何其他人，如果任何法律，法規，監管機構或監管準則或司法程序需要或允許的這樣做。

22.擔保人必須全面賠償本公司及本集團因擔保人未履行擔保人的責任或承諾或違反本擔保條款而可能招致本公司或本集團的損失或承擔的任何損失。

23.除本公司、本集團、其各自的繼承人及获许可承让人外，任何人均没有任何权利（不论是否根据《合约(第三者权利)条例》（香港法例第 623 章））强制执行本擔保書的任何条款。

24. 如果本擔保書的英文版與中文版有任何差異，以英文版為準。

25.本擔保及本擔保書項下產生的所有權利義務和責任應根據香港法律解釋並確定，並可根據香港法律予以執行。

26.在此擔保書，在單數使用時，應酌情在適用的情況下包括複數，並在使用性別為男性的詞彙時，應酌情包括女性性別和中性。

本擔保書(作為證據)已經由擔保人在下文指定的日期作為契約簽署並交付。

Date 日期: _____

SIGNED, SEALED and DELIVERED by
擔保人簽署，蓋章和交付

Execution by Individual(s)
個人簽署

Name of Guarantor
擔保人姓名: _____

Guarantor's Signature 擔保人簽署:



Identification
Document type and
number of Guarantor
擔保人的身份證件類
型和證件號碼:

Guarantor's address
擔保人的地址:

In the presence of

Name of witness
見證人姓名: _____

Witness' Signature 見證人簽署

Identification
Document type and
number of witness
見證人身份證件類
型和證件號碼:

Address of witness
見證人的地址:

Name of Guarantor
擔保人姓名: _____

Guarantor's Signature 擔保人簽署:



Identification
Document Type and
Number of Guarantor
擔保人的身份證件類
型和證件號碼:

Guarantor's address
擔保人的地址:

In the presence of

Name of witness
見證人姓名: _____

Witness' Signature 見證人簽署

Identification
Document type and
number of witness
見證人身份證件類型
和證件號碼:

Address of witness
見證人的地址:

Execution by Limited Company 有限公司簽署

Name of Guarantor
擔保人姓名: _____

Guarantor's Common/Corporate Seal
擔保人公章/公司印章



Guarantor's address
擔保人的地址:

Signature of Director/Secretary
董事/秘書簽署: _____

Signature of Director/Secretary
董事/秘書簽署: _____

Full Name (in Block Letters)
董事/秘書姓名:

Full name (in Block letters):
董事/秘書姓名:

Identification Document Type and No.:
身份證件類型和證件號碼:

Identification Document Type and No.:
身份證件類型和證件號碼:

Address 地址:

Address 地址:

Duly authorized by a Board Resolution Dated
經董事會決議正式授權日期:

Duly authorized by a Board Resolution Dated
經董事會決議正式授權日期:

In the presence of

Name of witness
見證人姓名: _____

Witness' Signature 見證人簽署

Identification
Document type and
number of witness
見證人身份證件類型
和證件號碼:

Address of witness
見證人的地址:

Date: _____

A/C NO. 戶口號碼 _____

GUARANTOR'S INFORMATION SHEET 擔保人信息表

Guarantor's name 擔保人的姓名 _____ I.D. No. 證件號碼 _____

Address 地址 _____ Tel. No. 電話號碼 _____

Business Information 業務信息

Employed 受僱

Position 職位 _____

Annual Income 全年收入 _____
(preferably with tax demand notes 如隨附稅單更佳)

Employer 僱主 _____

Period with firm 受僱時間 _____

Unemployed 失業

Income source 收入來源 _____

Annual Income 全年收入 _____

Self-employed 自僱

Position 職位 _____

Annual Income 全年收入 _____
(preferably with tax demand notes 如隨附稅單更佳)

Company Name 公司名稱 _____

Business Nature 業務性質 _____

Company Annual Sales 公司年銷售額 _____

% owned by Guarantor %由擔保人所擁有 _____

No. of year in business 營業年數 _____

Other information 其他信息 _____

Financial Position 財務狀況

Net total property Investment value 物業投資淨值 _____

(please list down addresses of properties on a separate sheet
請在另一張紙上列出房產地址)

Net stock & foreign currency investment value
股票和外幣投資淨值 _____

Other investment (please specify)
其他投資 (請註明) _____

Total net worth 總淨資產 _____

=====

Guarantor's Signature 擔保人簽名 _____