

Guarantee

To: Celestial Securities Limited Celestial Commodities Limited Celestial Finance Limited Others _____

Re: Name of Client: _____ (“Client”)

In consideration of your agreeing to provide or continue to provide to the Client under the Client’s account(s) with you (“Account”) securities and/or commodities trading and/or margin facilities and/or other related services pursuant to the terms of the account opening document agreed and any supplemental terms agreed and to be agreed between you and the Client (“Agreement”), I/we hereby agree as follows:

1. Guarantee

- 1.1 I/We unconditionally and irrevocably agree with you as principal obligor and not merely as surety to pay and satisfy to you on demand all balances which are now or may be from time to time hereafter due to you by the Client in whatever capacity under the Account pursuant to the Agreement, including:
 - (a) In case of the death, bankruptcy, liquidation, incapacity, disability or lack or limitation of authority or power of the Client, all sums owing to you under the Account prior to your receiving the actual notice of such event; and
 - (b) all monies or liabilities owing under any credit or facilities granted to the Client under the Account notwithstanding any invalidity or irregularity of such grant or arrangement.
- 1.2 You may at all times without notifying and obtaining consent from me/us and without affecting my/our liability hereunder:
 - (a) grant, extend, vary or determine any credit, facility or accommodation to the Client;
 - (b) vary the interest rate to the Account;
 - (c) grant any time or indulgence to the Client under the Account.
- 1.3 To secure my/our obligations hereunder, I/we hereby grant to you a security interest in, a general continuing lien upon and a right to set-off against (i) all my/our present and future credit balances with you or your associated companies and my/our other present or future claim against you or your associated companies and (ii) all my/our interest in or to any securities and commodities and other property which have been or at any time shall be delivered to or otherwise come into the possession, custody or control of you or your associated companies.
- 1.4 The notices, statements or other communications issued by you in relation to the Account shall be accepted by me/us as conclusive evidence to the amount or liabilities under the Account and/or under this Guarantee unless written notice from me/us to the contrary is received by you within 5 calendar days from the date thereof.
- 1.5 My/Our liability hereunder will not be affected by your failure to take steps to recover the monies against the Client or enforce any security or the invalidity of any security.
- 1.6 Notwithstanding that the Client is an unincorporated body which has no legal existence, this Guarantee shall be valid and binding on me/us.
- 1.7 My/Our liability hereunder will not be affected by any change in the constitution of the Client or the death of any partner therein.
- 1.8 This Guarantee shall be a continuing security and shall cover all sums of money which shall for the time being constitute the balance due from the Client to you under the Account unless and until you have expressly consented to my/our termination of this Guarantee in writing.
- 1.9 This Guarantee shall be a continuing security binding on my/our respective executor, administrator, personal representative, official receiver or liquidator.
- 1.10 You may place and keep any monies received by virtue of this Guarantee (whether before or after the insolvency or liquidation of me/us or the Client) to the credit of a suspense account for so long as you think fit in order to preserve your right to sue or prove for the whole amount of your claims against me/us, the Client or any other person.

2. General

- 2.1 I/We represent and warrant to you that I/We have full power, authority and legal right to enter into and engage in the transactions contemplated by this Guarantee.
- 2.2 If this Guarantee is given by more than one party, our liability hereunder shall be joint and several and none of us shall be released from our liabilities hereunder by death of the other(s). My/Our liability under this Guarantee shall not be affected by any guarantee provided to the Client or for the Account by any other party.
- 2.3 You may assign all or part of your rights under this Guarantee to any person without any prior consent or approval by me/us.
- 2.4 Any communication from me/us shall not be effective until duly received by you.
- 2.5 All notices and communications to me/us shall be considered effectively given via mailing, facsimile, delivery, telex, telephone or electronic transmission at the address or number given by me/us herein or hereafter from time to time. Such notices and communications shall be deemed to be received (a) on the second business day after such notice is mailed (in the case of mailing) and (b) when delivered (in the case of personal delivery), sent (in the case of telex) or communicated (in the case of facsimile, telephone or electronic transmission).
- 2.6 If any provision herein is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.
- 2.7 I/We acknowledge that I/we understand and accept all provisions set out in this Guarantee. In the event of any inconsistency between English version and Chinese version of this Guarantee, the English version shall prevail.
- 2.8 This Guarantee is governed by and construed in accordance with the laws of Hong Kong Special Administrative Region.

Dated _____

Individual Guarantor

Signed, Sealed and Delivered by the Guarantor

Signature

Name _____

Account No. _____

HKID/Passport No. _____

Occupation _____

Contact No. _____

Home Address _____

擔保書

致: 時富證券有限公司 時富商品有限公司 時富財務有限公司 其他_____

關於: 客戶姓名: _____ (『客戶』)

鑑於 貴公司同意根據協定之開戶文件條款及由 貴公司與客戶協定及將協定之任何補充條款(『協議』), 向客戶按其 貴公司開立之客戶賬戶(『賬戶』) 提供或持續提供證券及/或商品交易/或保證金融資及/或其他有關服務, 本人/吾等茲同意如下:

1. 擔保

- 1.1 本人/吾等無條件及不可撤回地與 貴公司協議, 作為主要債務人, 不僅出任擔保人, 向 貴公司應要求根據協議支付客戶(不論任何身份)現時或其後不時到期應付賬戶之所有結欠, 包括:
 - (a) 如屬客戶去世、破產、清盤、喪失工作能力、無行為能力或權限或權力缺乏或限制, 在 貴公司收悉上述事項實際通知之前, 欠負 貴公司之賬戶所有款項; 及
 - (b) 根據賬戶向客戶授予任何信貸或融資之所有欠負款項或債務, 儘管該信貸批授或安排無效或不符合規定。
- 1.2 貴公司可隨時在不另行通知和獲得本人/吾等同意及在不影響本人/吾等根據本擔保書之責任下作以下事宜:
 - (a) 向客戶授予、延續、改動或釐定任何信貸、融資或貸款;
 - (b) 調整賬戶之利率;
 - (c) 就賬戶向客戶給予任何時間或寬限。
- 1.3 為確保本人/吾等根據本擔保書之債務, 本人/吾等向 貴公司就以下方面一般持續留置權及抵銷權授予擔保權益: (i)所有本人/吾等於 貴公司或 貴公司之聯營公司之現有及未來信貸結餘, 以及本人/吾等對 貴公司或 貴公司之聯營公司之其他未來索償; 及(ii)本人/吾等所有交付予或以其他方式由 貴公司或 貴公司之聯營公司管有、保管或控制之任何證券及商品及其他財產之權益。
- 1.4 本人/吾等須接納由 貴公司發出有關賬戶之通知、聲明或其他通訊為賬戶及/或本擔保書之款項或債務之確鑿憑證, 惟 貴公司收悉本人/吾等發出與此相反之書面通知後五個曆日則作別論。
- 1.5 本人/吾等根據本擔保書之責任並不因 貴公司未能採取步驟以追討客戶款項或強制執行任何抵押品或任何抵押品無效所影響。
- 1.6 儘管客戶為未具法團地位而非合法存續, 本擔保書對本人/吾等具有效力及約束力。
- 1.7 本人/吾等根據本擔保書之法律責任不因客戶章程更改或其任何合夥人去世所影響。
- 1.8 本擔保書屬持續擔保, 並涵蓋當時構成客戶欠負 貴公司之賬戶結欠所有款項, 除非及直至 貴公司以書面明示同意本人/吾等終止本擔保書。
- 1.9 本擔保書屬持續擔保, 對本人/吾等各自之執行人、管理人、代理人、破產管理官或清盤人具約束力。
- 1.10 貴公司可將藉本擔保書收取之任何款項按 閣下認為適宜之情況存入(不論本人/吾等或客戶在無力償還或遭清盤之前或後) 暫記賬戶, 以便保留 貴公司對本人/吾等、客戶或任何其他人士起訴或證明 貴公司對本人/吾等、客戶或任何其他人士索償之全部款項之權利。

2. 一般事項

- 2.1 本人/吾等向 貴公司聲明及保證本人/吾等具備訂立及從事本擔保書擬定之交易之全部權力、權限及法律權利。
- 2.2 倘本擔保書由一方以上訂立, 吾等根據本擔保書之責任均屬共同及各別責任, 而吾等如其中一位去世, 吾等任何其他人士概不因就此解除吾等之責任。本人/吾等根據本擔保書之責任並不受向客戶或任何其他一方就賬戶所提供之任何擔保影響。
- 2.3 在未經本人/吾等事先同意或批准之前, 貴公司可將 貴公司根據本擔保書之全部或部分權利轉讓予任何人士。
- 2.4 由本人/吾等發送之任何通訊均待 貴公司妥收悉通訊後方為有效。
- 2.5 向本人/吾等發出之所有通知及通訊, 透過郵寄、傳真、交付、電傳、電話或電子傳遞方式發送至本人/吾等於本擔保書或之後不時載列之地址或號碼方視為有效。有關通知及通訊, 將於(a)郵寄該通知後第二個營業日(如屬以郵寄方式), 及(b)交付時(如屬以專人送遞方式)、發送時(如屬以電傳方式)或傳達時(如屬以傳真、電話或電子傳遞方式), 均視作收悉。
- 2.6 倘本擔保書任何條文屬或成為無效、不合法或不能執行, 其餘條文之效力、合法性及可執行性不受此影響或受損。
- 2.7 本人/吾等確認本人/吾等明白及接納本擔保書所載之所有條文。本擔保書之中文及英文本如有任何抵觸之處, 概以英文本為準。
- 2.8 本擔保書受香港特別行政區法律管轄及按其詮釋。

日期 _____

個人擔保人

由擔保人簽署、蓋印及交付

簽名

姓名 _____
戶口號碼 _____
香港身分證/護照號碼 _____
職業 _____
聯絡電話 _____
住宅地址 _____