

Account Name:

帳戶名稱:

Account No.:

帳戶號碼:



交銀國際證券有限公司
BOCOM INTERNATIONAL SECURITIES LIMITED



交銀國際資產管理有限公司
BOCOM INTERNATIONAL ASSET MANAGEMENT LIMITED

(“BOCOM”)

**ACCOUNT APPLICATION FORM –
CORPORATE**
開戶申請表 - 公司

FOR OFFICIAL USE ONLY		
MAKER	CHECKER	OPENED

ACCOUNT APPLICATION FORM – CORPORATE

開戶申請表 – 公司

(Please “✓” as appropriate 請在適當位置加“✓”)

	Account Type 帳戶類別	Internet Trading Services 網上交易服務*
<input type="checkbox"/> BOCOM International Securities Limited 交銀國際證券有限公司	<input type="checkbox"/> Securities Cash Account 證券現金帳戶 <input type="checkbox"/> Securities Margin Account 證券保證金帳戶 <input type="checkbox"/> HK Exchange Traded Stock Options 香港交易所買賣之股票期權 <input type="checkbox"/> Futures Account 期貨帳戶	<input type="checkbox"/> Internet Securities Trading 網上證券交易 <input type="checkbox"/> Internet Stock Options Trading 網上股票期權交易 <input type="checkbox"/> Internet Futures Trading 網上期貨交易 <i>*(Please provide email address if apply internet trading service. 如開通網上交易服務，必須提供電郵地址)</i>
<input type="checkbox"/> BOCOM International Asset Management Limited 交銀國際資產管理有限公司	<input type="checkbox"/> Asset Management Account 資產管理帳戶 <i>** (DEED OF GUARANTEE is not applicable. 擔保書並不適用)</i>	

Corporate Details 公司資料

- (1) **Company Name (In English)** : _____
 公司名稱 (中文) : _____
- (2) **Date of Incorporation 註冊日期** : _____
- (3) **Place of Incorporation 註冊國家** : _____
- (4) **Registration No. in Country of Incorporation/ Establishment**
 註冊/成立國家之註冊號碼 : _____
- (5) **Hong Kong Business Registration No. 香港商業登記號碼** : _____
- (6) **Fully paid-up capital 已繳付股本** : _____
- (7) **Nature of Business 業務性質** : _____
- (8) **Year in the Business 經營業務年數** : _____
- (9) **Registered office address in the place of incorporation.**
 在註冊地的註冊辦事處地址 : _____
- (10) **Business address 業務地址** : _____
If different from the registered office address, 如與註冊辦事處地址不同
please provide the address proof 請提供地址證明
P.O. Box is not acceptable 恕不接受郵政信箱
- (11) **Correspondence address 通訊地址** : _____
If different from the registered office address, 如與註冊辦事處地址不同
please provide the address proof 請提供地址證明
P.O. Box is not acceptable 恕不接受郵政信箱
- (12) **Office Phone No. 公司電話號碼** : _____
- (13) **Fax No. 傳真號碼** : _____
- (14) **E-mail Address 電子郵件地址** : _____

(15) **Payment details 銀行資料及轉賬指示**

We hereby authorize BOCOM to accept our verbal/e-mail instruction for fund withdrawal from our Securities, Futures, Stock Options or Asset Management Account(s) to the following designated bank account or transfer between our Securities, Stock Options, Futures and/ or Asset Management Account(s).

[Please provide the designated receiving bank proof with account name and number showing.]

本公司現授權交銀國際由即日起接納本公司之口頭/電郵提款指示，從本公司之證券/期貨/股票期權/資產管理帳戶提取款項至本公司於下列銀行開立之銀行帳戶或證券、期貨/股票期權及/或資產管理帳戶間之轉賬，銀行資料如下：

[請提供印有帳戶名稱及帳戶號碼的指定收款銀行證明文件]

Local Bank 本地銀行

Bank Name 銀行名稱: _____ Account No. 戶口號碼: _____ Currency 貨幣: _____

Overseas Bank 海外銀行

Bank Name 銀行名稱: _____ Account No. 戶口號碼: _____ Currency 貨幣: _____

Bank Address 銀行地址: _____ (SWIFT Code: _____)

(16) **Delivery of Combined Statements/Internet Trading Password 結單/網上交易系統密碼寄發**

(a) Combined Statements language 綜合結單語言: English 英文 OR 或 Traditional Chinese 繁體中文 OR 或 Simplified Chinese 簡體中文

(b) Method of combined statement collection (please select one) **[Service fee will be applied to paper statements for environmental reasons. Please refer to our fees table for details.]**

綜合結單收取方式 (請選其一) **[因環保理由，選擇郵寄結單，將會被收取服務費，詳情請查閱收費表]:**

By e-mail 電郵 OR 或 By post 郵寄:

(c) Internet Trading Password 網上交易系統密碼:

E-mail to registered email address 電郵至登記郵件地址 OR 或

Other email address 其他電郵 (Please specify 請說明): _____

2FA Mobile phone no. for internet trading 網上交易認證手提電話號碼: _____ Same as Office Phone No. 與公司電話號碼相同

(只接受一個號碼 Only accept one phone no.)

**BOCOM will not be responsible for any delays, technical errors, incorrect transmission, failure of the communication equipment or incompleteness transmission, breakdown or the transmission malfunction because of the communication facility, either beyond BOCOM's control or any other reasons.*

交銀國際將不會對因通訊設施之故障或傳送失靈，或非本公司控制範圍或預測之任何其他原因所造成傳送或收取資訊之延誤負責。

(17) **Director(s) of the Company 公司董事:**

(a) Name 名稱: _____ I.D. Card / Passport / Certificate of Incorporation No. 身份證/護照/公司註冊證書號碼: _____

Address 地址: _____

(b) Name 名稱: _____ I.D. Card / Passport / Certificate of Incorporation No. 身份證/護照/公司註冊證書號碼: _____

Address 地址: _____

(c) Name 名稱: _____ I.D. Card / Passport / Certificate of Incorporation No. 身份證/護照/公司註冊證書號碼: _____

Address 地址: _____

(d) Name 名稱: _____ I.D. Card / Passport / Certificate of Incorporation No. 身份證/護照/公司註冊證書號碼: _____

Address 地址: _____

(18) **Ultimate Beneficial owners (s) (More than 25%) of the Company** 公司最終實益擁有人 (持股量多於百分之二十五):

[Not applicable to LISTING COMPANY 上市公司無需填寫此欄]

Ultimate Beneficial owners (s) is an individual who owns or controls, directly or indirectly, not less than 25% of issued share capital of the corporation;

最終實益擁有人為直接或間接地擁有或控制該公司已發行股本的不少於 25%的個人；

- (a) Name 名稱: _____ % of Ownership 擁有股份百分率(%): _____
I.D. Card / Passport No. 身份證/護照號碼: _____ Occupation 職業: _____
Address 地址: _____
- (b) Name 名稱: _____ % of Ownership 擁有股份百分率(%): _____
I.D. Card / Passport No. 身份證/護照號碼: _____ Occupation 職業: _____
Address 地址: _____
- (c) Name 名稱: _____ % of Ownership 擁有股份百分率(%): _____
I.D. Card / Passport No. 身份證/護照號碼: _____ Occupation 職業: _____
Address 地址: _____
- (d) Name 名稱: _____ % of Ownership 擁有股份百分率(%): _____
I.D. Card / Passport No. 身份證/護照號碼: _____ Occupation 職業: _____
Address 地址: _____
- (e) Name 名稱: _____ % of Ownership 擁有股份百分率(%): _____
I.D. Card / Passport No. 身份證/護照號碼: _____ Occupation 職業: _____
Address 地址: _____

Applicable to Securities Margin Account only 只適用於證券保證金帳戶

Any related margin account(s) maintained with BOCOM 有否於交銀國際開立其他關連保證金帳戶:

Relationship 關係:

1. Control of 35% or more of the voting rights of another corporate margin client of BOCOM. No否 Yes是
貴公司控制另一交銀國際的公司保證金客戶的 35% 或以上的表決權。
2. Another margin client of BOCOM controls 35% or more of the voting rights of your company (if the other margin client is an individual, includes the voting rights of his / her spouse). No否 Yes是
另一交銀國際的保證金客戶控制 貴公司 35% 或以上的表決權 (如該客戶為個人, 則包括其配偶的表決權)。
3. You and another corporate margin client of BOCOM are members of same group. No否 Yes是
貴公司與另一交銀國際的公司保證金客戶均屬同一公司集團的成員。

If any of above answer is yes, please state 如以上其中一項為是, 請註明:

帳戶名稱 Name of Account	百分比 Percentage(%)	帳戶號碼 Account No.	關係 Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Is there any individual, who alone or with his/her spouse, controlling 35% or more of your voting rights?

是否有任何個人單獨或與其配偶共同控制貴公司 35% 或以上的表決權? No 否 Yes 是:

If yes, please provide 如是, 請提供:

Name of the individual: _____ ID Card / Passport No. : _____
個人的名稱 身份證/護照號碼

5. Do you act for Third Party? Third Party means a person who is not BOCOM's margin client, but is a beneficial owner of your account or stands to gain the commercial or economic benefit or bear the commercial or economic risk arising from your account?

貴公司是否代表第三方行事? 第三方指非交銀國際保證金客戶, 但卻是閣下帳戶的實益擁有人, 或會從閣下帳戶中取得商業或經濟利益或承擔商業或經濟風險? No 否 Yes 是:

If yes, please provide 如是, 請提供:

Name of the Third Party 第三方的名稱: _____

ID Card No./ Passport No./ Registration No. in Country of Incorporation/Establishment/ Hong Kong Business Registration No.

身份證號碼/ 護照號碼/ 註冊/成立國家之註冊號碼/ 香港商業登記號碼: _____

6. Do you act through BOCOM's other margin clients, and is the beneficial owner of that client's account or is a beneficial owner of your account or stands to gain the commercial or economic benefit or bear the commercial or economic risk arising from your account?

貴公司有否透過交銀國際其他保證金客戶行事, 並且是該客戶的保證金帳戶的實益擁有人, 或會從該帳戶中取得商業或經濟利益或承擔商業或經濟風險? No 否 Yes 是:

Account Name 帳戶名稱: _____ Account No. 帳戶號碼: _____

7. Is your financial liability guaranteed by any other margin client of BOCOM?

貴公司的財務負債有否透過擔保安排由交銀國際另一名保證金客戶承擔? No 否 Yes 是:

Account Name 帳戶名稱: _____ Account No. 帳戶號碼: _____

Identity Declaration 身分聲明

(1) Do you or your connected person maintain account(s) with BOCOM? 貴公司及其關連人士是否已在交銀國際開立任何其他帳戶?

No 否 Yes 是

Account Name 帳戶名稱: _____ Account No. 帳戶號碼: _____

(2) Do any of your directors, partners or shareholders has relative(s) working in BOCOM? 貴公司之董事、合夥人或股東有沒有直系親屬於交銀國際工作?

No 否 Yes 是, Name 姓名: _____ Relationship 關係: _____

(3) Is any of your shareholders as an agent, partner, director or employee of a corporation or authorized institution licensed by or registered with Securities and Futures Commission (SFC)? 貴公司的股東是否證券及期貨事務監察委員會 (證監會) 註冊之持牌法團的代理人、合夥人、董事或員工?

No 否 Yes 是

If yes, please provide the name of the registered or licensed corporation and the supporting documents indicating consent to the Client's account opening:

若是, 請提供註冊或持牌法團名稱及同意客戶開戶之證明文件: _____

(4) Are you a connected person of any listed company, as defined refer to Listing Rules of SEHK (e.g. a director, chief executive or substantial shareholder of the listed issuer or any of its subsidiaries; a director of the listed issuer or any of its subsidiaries in the last 12 months; a supervisor of a PRC issuer or any of its subsidiaries; an associate of any of the above persons; a connected subsidiary; a person deemed to be connected; etc.)?

貴公司是否上市公司關連人士, 定義根據聯交所的上市規則 (例如發行人或其任何附屬公司的董事、最高行政人員或主要股東; 過去12個月曾任發行人或其任何附屬公司董事的人士; 中國發行人或其任何附屬公司的監事; 任何上述人士的聯繫人、關連附屬公司、被聯交所視為有關連的人?)

No 否 Yes 是

Company Name 公司名稱: _____ Stock Code 上市編號: _____

(5) Has your company issued any bearer share?

貴公司是否有發行不記名股票?

No 否 Yes 是, Detail 詳情: _____

(6) Are you a connected client of BOCOM, as defined refer to Listing Rules of SEHK (e.g. partner of BOCOM, employee of BOCOM, director or substantial shareholder of BOCOM, trustee of a private or family trust (other than a pension scheme) the beneficiaries of which include above person, a close relative of any person where his account is managed by BOCOM in pursuance of a discretionary managed portfolio agreement, a member of the same group of companies as BOCOM)?

貴公司是否交銀國際的關連客戶, 定義根據聯交所的上市規則 (例如交銀國際的合夥人, 交銀國際的僱員, 交銀國際的主要股東/董事, 在私人或家族信託 (退休金計劃除外) 中出任受託人職位的人士, 而該等信託的受益人包括上述的任何人士/ 上述任何人士的近親 (其帳戶由交銀國際全權管理)/ 交銀國際所屬集團的成員公司等)?

No 否 Yes 是, Detail 詳情: _____

(7) Are you a U.S. Person? 貴公司是否美國人士? No否 Yes是

If "YES", please complete the Form W9 ;

If "NO", you have declared that you/ your shareholders are not a U.S. person for the purpose of U.S. federal income tax and that you are not acting for or on behalf of a U.S. person, please complete the Form W-8BEN-E. (A U.S. person is one who is a U.S. Citizen, U.S. Resident or Green Card holder.)

如“是”，請客戶填寫表格W9；

如“否”，即 貴公司陳述及保證 貴公司/ 貴公司股東就美國聯邦人息稅而言並非美國人士，同時亦非代表美國人士行事，請客戶填寫表格W-8BEN-E (美國人士即美國公民、美國居民、“綠卡持有者”)。

(8) Have you or the beneficial owners of the account ever been in lawsuit, criminal offense, delinquency or bankruptcy?

閣下或帳戶的最終實益擁有人現在/曾經是否有涉及法律訴訟/刑事罪行/拖欠款項事件/破產？

No 否

Yes 是 (Please describe 請說明:_____)

(9) Are/were you or the beneficiary owners of the account a Politically Exposed Person (PEP), family member of a Politically Exposed Person (PEP) or close associate of a Politically Exposed Person (PEP)

閣下或帳戶的最終實益擁有人現在/曾經是否政治人物，政治人物的親屬或與政治人物關係密切的人？

No 否

Yes 是 (Please describe 請說明:_____)

Investor Characterization Questionnaire 投資者分類問卷

Knowledge of Derivative Products 對衍生產品的認識 (Please "✓" appropriate box(es) 請在適當位置加“✓”

<p>1. In the past three years, did you ever execute five or more transactions relating to derivative and/or structured products? If yes, please state:</p> <p>在過往三年中，貴公司曾否執行過 5 宗或以上有關衍生及/或結構性產品的交易？如有，請列明:</p> <p>Name of entity providing the execution services 提供交易服務的機構名稱:_____</p> <p>Types of derivative and/or structured product 衍生及/或結構性產品類型:_____</p>	<p><input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否</p>
<p>2. Have your authorized/ trading person(s) ever undergone training or attended courses in relation to derivative and/or structured products, either in the form of online or classroom, offered by academic or financial institutions? If yes, please state:</p> <p>貴公司的獲授權人士/ 交易員曾否接受或參加由學術或金融機構提供有關衍生及/或結構性 產品之網上或教室形式之培訓或課程？如有，請列明:</p> <p>Name of academic or financial institution 學術或金融機構名稱:_____</p> <p>Name of training or courses 培訓或課程名稱:_____</p>	<p><input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否</p>
<p>3. Did your authorized / trading person(s) gain general knowledge of the nature and risks of derivative and/or structured products through any training programme? If yes, please state:</p> <p>貴公司的獲授權人士/交易員是否從任何培訓課程獲得有關衍生及/或結構性產品的性質和風險的一般知識？如有，請列明:</p> <p>Name of academic or financial institution 學術或金融機構名稱:_____</p> <p>Name of training programme 培訓課程名稱:_____</p>	<p><input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否</p>

<p>4. Is your business / investment experience (current/ in the past) related to derivative and / or structured products? If yes, please state:</p> <p>貴公司現時或過往之業務/ 投資經驗是否與衍生及/或結構性產品有關? 如有, 請列明:</p> <p>Your nature of business 貴公司業務: _____</p> <p>Years in the Business 經營業務年期: From 由 _____ to 至 _____</p>	<p><input type="checkbox"/> Yes 是 <input type="checkbox"/> No 否</p>
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Client's Declaration And Confirmation 客戶聲明及確認

We represent that the information provided in this Account Application Form, client's agreement and other account opening document ("Agreement") is true and correct, and authorize BOCOM to verify it with any source. We undertake to promptly notify BOCOM if there is any change to the information we provided in the Agreement. We are aware of that the "Client Agreement and Risk Disclosure Statements" and any addendum to it (if applicable) in both English and Chinese have been made available to us on BOCOM's website at <http://www.bocomgroup.com> and we have been invited to read the same, ask questions and seek professional advice if necessary. We have read and understood the terms and conditions set out in the Client Agreement and Risk Disclosure Statements and understood that such terms and conditions may be amended and/or supplemented from time to time. We agree to be bound by each of such terms and conditions and any of their amendments and/or supplements made from time to time. We fully understand that by opening Securities Cash / Securities Margin / Stock Options/ Futures / Asset Management Account(s) with BOCOM, BOCOM will only act as an execution broker to provide us with execution, clearing and settlement services and/or as investment manager to provide asset management services. We understand that BOCOM may take steps to assess our risk tolerance and investment experience/knowledge due to compliance reasons, but we should not take these steps and the information provided under these steps as investment advice.

Applicable to the collection of Jurisdiction of Residence & Taxpayer Identification Number or its Functional Equivalent ("TIN")

(a) We acknowledge and agree that (i) the information is collected and may be kept by BOCOM for the purpose of automatic exchange of financial account information, and (ii) such information and information regarding us and any reportable account(s) may be reported by the financial institution to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which We may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112).

(b) We undertake to advise BOCOM of any change in circumstances which affects our tax residency status or causes the information contained herein to become incorrect, and to provide BOCOM with a suitably updated self-certification form within 30 days of such change is circumstances.

本公司聲明本開戶申請表、客戶協議書及其他開戶文件("協議")內容真實無誤, 並授權交銀國際通過任何人士進行核實。本公司承諾在協議中提供的資料如有任何變更, 會立即通知交銀國際。本公司知道"客戶協議及風險披露聲明"及附錄(如適用)之中英文版經交銀國際的網站 www.bocomgroup.com 提供給本公司, 及已被邀請閱讀、提出問題並在必要時尋求專業意見。本公司已閱讀及明白客戶協議中的條款和風險披露聲明, 並理解這些條款進行不定時的修改和/或補充, 本公司亦同意受到這些條款以及不時修正和/或補充之條款約束。本公司完全明白在交銀國際開立證券現金/證券保證金/股票期權/期貨/資產管理帳戶, 交銀國際將只作為執行經紀向本公司提供執行、清算和結算服務及/或作為投資經理向本公司提供資產管理服務。本公司明白, 因應法規之原因, 交銀國際可能採取措施來評估本公司的風險承受能力和投資經驗/知識, 但本公司不應該根據這些步驟及相關內容提供的信息作為投資建議。

適用於收集居留司法管轄區及稅務編號或具有等同功能的識辨編號(簡稱「稅務編號」)

(a) 本公司知悉及同意, 交銀國際可根據《稅務條例》(第 112 章)有關交換財務賬戶資料的法律條文, (i)收集所載資料並可備存作自動交換財務賬戶資料用途及(ii)把該等資料和關於本公司及任何須申報賬戶的資料向香港特別行政區政府稅務局申報, 從而把資料轉交到本公司的居留司法管轄區的稅務當局。

(b) 本公司承諾, 如情況有所改變, 以致影響本公司的稅務居民身分, 或引致所載的資料不正確, 會通知交銀國際, 並會在情況發生改變後 30 日內, 向交銀國際提交一份已適當更新的自我證明表格。

Client's Signature 客戶簽署

Client Signature 客戶簽署: (With Company Chop 連同公司印章)

Account Name 帳戶名稱:

Account No. 帳戶號碼:

Date 日期:

Is the witness the Licensed Representative of BOCOM International Securities Limited or BOCOM International Asset Management Limited?

見證人士是否交銀國際證券有限公司或交銀國際資產管理有限公司之持牌代表?

YES 是 NO 否 (If no, please remind client to sign and return [COVERING CORRESPONDENCE] 如否，請提示客戶填寫「說明函件」)

In the presence of 在下述人士面前簽署#

Signature 簽署 _____

Name 姓名: _____

CE Number 中央編號: _____

Address 地址: _____

Occupation 職業: _____ Date 日期: _____

Except Licensed Representative of BOCOM International Securities Limited or BOCOM International Asset Management Limited, witness must be completed by staff of BOCOM International Holdings Company Limited or OTO account manager/ private banking consultant of Bank of Communication or the professional person (notary public /branch manager or above position of a bank in equivalent jurisdictions / lawyer / certified public accountant /Justice of Peace).

除交銀國際證券有限公司或交銀國際資產管理有限公司之持牌代表外，見證人核證必須由交銀國際控股有限公司之員工或交通銀行沃德客戶經理/私人銀行顧問或專業人士(公證人/對等司法管轄區的持牌銀行經理或以上崗位之人士/執業律師/執業會計師/太平紳士)進行。

DECLARATION BY LICENSED REPRESENTATIVE 持牌代表聲明 I, a licensed person, declare that I have provided the above customer with a copy of the Risk Disclosure Statement in a language of the customer's choice (English or Chinese) and have invited the customer to read the Risk Disclosure Statement, ask questions and take independent advice if the customer so wishes. 本人，以持牌人身份，確認本人已按照上述客戶所選擇的語言（英文或中文）提供風險披露聲明及邀請客戶閱讀該風險披露聲明、提出問題及徵求獨立的意見（如客戶有此意願）。	Signed By 簽署	
	Name of licensed person 持牌人姓名：	
	CE Number 中央編號:	Date 日期:

Accepted and Confirmed by BOCOM International Securities Limited/BOCOM International Asset Management Limited

交銀國際證券有限公司/交銀國際資產管理有限公司接受及確認

Authorized Signature 授權簽署 _____

Date 日期:

AUTHORIZATION LETTER FROM MARGIN CLIENT
保證金客戶授權書

To : BOCOM INTERNATIONAL SECURITIES LIMITED
11/F, Man Yee Building, 68 Des Voeux Road Central, Hong Kong
致 : 交銀國際證券有限公司
香港中環德輔道中 68 號
萬宜大廈 11 樓

Dear Sirs 敬啟者:

Client Securities Standing Authority 客戶證券常設授權

According to the Securities and Futures (Client Securities) Rules (Cap. 571H), we hereby authorize you, in relation to any or all of the securities purchased or held by you for or on our behalf or securities collateral deposited with or otherwise provided to you by or on behalf of us in relation to any and all accounts or sub-accounts opened and maintained by us with you without any further notice to us, to: -

根據《證券及期貨（客戶證券）規則》（第 571H 章），就本公司於 貴公司開立並維持的任何及所有帳戶或子帳戶，由 貴公司代本公司購買或持有的任何或所有證券，或存放於 貴公司或由本公司或代本公司向 貴公司提供的證券抵押品，本公司現授權 貴公司無須向本公司作出任何另外通知而：

- (i) apply any of our securities or securities collateral in question pursuant to a securities borrowing and lending agreement;
根據證券借用及借出協議應用任何所提及本公司的證券或證券抵押品；
- (ii) deposit any of our securities collateral in question with an authorized financial institution as collateral for financial accommodation provided to you;
將所提及的本公司的任何證券抵押品存放於一認可財務機構，作為提供予 貴公司的財務通融的抵押品；
- (iii) deposit any of our securities collateral with Hong Kong Securities Clearing Company Limited ("HKSCC") as collateral for the discharge and satisfaction of your settlement obligations and liabilities. We understand that HKSCC will have a first fixed charge over our securities to the extent of your obligations and liabilities;
將任何本公司的證券抵押品存於香港中央結算有限公司（「中央結算」），作為解除 貴公司在交收上的義務和清償 貴公司在交收上的法律責任的抵押品。本公司明白中央結算因應 貴公司的責任和義務而對本公司的證券設定第一固定押記；
- (iv) deposit any of our securities collateral in question with a recognized clearing house or another intermediary licensed or registered for dealing in securities as collateral for the discharge and satisfaction of your settlement obligations and liabilities; and
將所提及的本公司的任何證券抵押品存放於一認可結算所或另一獲發牌或獲註冊進行證券交易的仲介人，作為解除及履行 貴公司的交收義務和責任的證券抵押品；及
- (v) apply or deposit any of our securities collateral in accordance with above paragraphs (i), (ii), (iii) &/or (iv) if you provide financial accommodation to us in the course of dealing in securities and also provide financial accommodation to us in the course of any other regulated activity for which you are licensed or registered.
如 貴公司在進行證券交易及 貴公司獲發牌或獲註冊進行的任何其他受規管活動的過程中向本公司提供財務通融，即可按照上述第(i)、第(ii)、第(iii)及/或第(iv)段所述運用或存放任何本公司的證券抵押品。

The authorization given hereunder may be revoked by us giving you written notice at your address set out above or otherwise notified to us in writing. Such notice shall take effect upon the expiry of 14 days from the date of your actual receipt of such notice.

本公司可按上述 貴公司地址或其他 貴公司以書面通知本公司之地址，以書面通知 貴公司撤銷於此授予之授權。該通知在 貴公司實際收到通知之日後 14 日屆滿時生效。

We understand that the authorizations given hereunder shall be valid for 12 months from the date hereof, subject to our renewal. The authorizations given hereunder shall be deemed to be renewed if you give us a written reminder at least 14 days prior to the expiry date of the relevant authorizations, and we do not object to such deemed renewal before such expiry date.

本公司明白於此授予之授權應由簽發本函之日起 12 個月有效，並可續期。倘若 貴公司在此授予之授權的有效期限屆滿最少 14 日前向本公司發出有關授權將被視為自動續期的書面提示，而本公司於有關授權的期限屆滿前不表示反對，則於此授予之授權被視為已續期。

This letter has been explained to us and we understand and agree with its contents.
貴司已向本公司解釋本函的內容，而本公司明白及同意其內容。

Client Signature 客戶簽署 (With Company Chop 連同公司印章)

Account Name 帳戶名稱:

Date 日期:

說明函件中提及之交銀國際控股有限公司(「交銀國際」)包括交銀國際證券有限公司、交銀國際(亞洲)有限公司、交銀國際資產管理有限公司及交銀國際(上海)股權投資管理有限公司。

BOCOM INTERNATIONAL HOLDINGS COMPANY LIMITED (“BOCOM”) mentioned in Covering Correspondence include BOCOM International Securities Limited, BOCOM International (Asia) Limited, BOCOM International Asset Management Limited and BOCOM International (Shanghai) Equity Investment Management Company Limited.

COVERING CORRESPONDENCE 說明函件

Important Notice 重要通函

BOCOM hereby draw your attention to the risk disclosure statement attached herewith (the “Client Agreement and Risk Disclosure Statement”) and that contained in the Terms and Conditions for Securities Trading, Stock Options Trading, Futures Trading and/or Asset Management, and any Addendum (if applicable) and the Customer is reminded that any of the above may be amended from time to time.

交銀國際特此提示閣下注意及閱讀本函附上及證券交易/股票期權交易/期貨交易及/或資產管理及任何附錄的條款及條件所載之風險披露聲明(「客戶協議及風險披露書」)。客戶獲悉上述文件會不時更新。

Customer’s acknowledgement 客戶確認

We confirm that we have received, read and understood the (a) Terms and Conditions for Securities Trading, Stock Options Trading, Futures Trading and/or Asset Management, and any Addendum (if applicable) in the language at our choice; (b) the Risk Disclosure Statement, and that we have been drawn attention to the risk disclosure statement, and have been invited to ask questions and to seek independent advice (if we wish).

本公司確認已收到、閱讀並明白(a) 按本公司選擇的語言提供的證券交易/股票期權交易/期貨交易及/或資產管理及任何附錄(如適用)的條款及條件; (b) 風險披露聲明。本公司已獲邀注意閱讀有關風險披露聲明、提出問題及徵求獨立意見(如本公司有此意願)。

Client Signature 客戶簽署(With Company Chop 連同公司印章)

Account Name 帳戶名稱:

Account No. 帳戶號碼:

Date 日期:

***Non Face to Face Account Opening Definition: Account opening processing is not under the Licensed Representative of BOCOM International Securities Limited or BOCOM International Asset Management Limited*

***非面對面帳戶開立定義: 戶口並非在交銀國際證券有限公司或交銀國際資產管理有限公司之持牌代表的視線或存在下開立*

Name of Personal Guarantor:

個人擔保人姓名: _____

Name of Customer:

客戶名稱: _____

IMPORTANT NOTICE 重要通知

(Personal Guarantor 個人擔保人)

Dear Sir(s)/Madam(s), 敬啟者:

The provision of a personal guarantee by you in favour of BOCOM International Securities Limited (“**BOCOM Securities**”) is required for BOCOM Securities to approve the application by the Customer for the opening of the securities account(s)(the “**Securities Account(s)**”).
交銀國際證券有限公司(下稱「**交銀證券**」)在審批客戶開立證券賬戶(「**證券賬戶**」)申請時需要閣下為客戶就證券賬戶的負債,以交銀證券為受益人提供個人擔保。

You hereby acknowledge the receipt of the following documents: 閣下承認已收悉以下文件:

- (a) the account opening form of the Customer containing, among other documents, the deed of guarantee (“**Guarantee**”); and 開戶申請表(內含包括擔保書(「**擔保書**」)等文件); 及
- (b) the Client Agreement and Risk Disclosure Statement. 客戶協議及風險披露書。

You have the choice as regards whether to proceed with the granting of guarantee in favour of us. 閣下可選擇是否繼續辦理向交銀證券提供擔保書。

Before you sign the Guarantee (which you have to sign if you choose to proceed with the transaction), you shall: 在閣下簽署擔保書(如閣下選擇繼續辦理此交易便須簽署)之前,閣下必須:

- (i) read the documents mentioned in (a) and (b) above thoroughly; 仔細審閱上述(a)和(b)條中的文件;
- (ii) obtain information and documents about the financial strength and commitments of the Customer and its liabilities to BOCOM Securities; 獲取客戶的財務實力和財務承擔及客戶所欠交銀證券的負債情況;
- (iii) consider your own financial position, commitments and needs; 考慮閣下自身的財務狀況、承擔及需要;
- (iv) engage your own financial adviser to give you advice on the financial information; 聘請閣下自身的財務顧問,向閣下提供有關財務資料的意見; 及
- (v) seek independent legal advice and instruct your own lawyer to advise you on the terms of the Guarantee and their implications. 尋求獨立法律意見,並指示閣下的律師就擔保書的條款及其涵義向閣下提供意見。

If you do not instruct a law firm to represent you in this matter, you will be required to attend a personal meeting with BOCOM Securities to execute the Guarantee and BOCOM Securities (whose interest inherently conflicts with yours) will only highlight to you certain provisions of the Guarantee and witness your execution of the Guarantee. BOCOM Securities does not act as your financial adviser and will not give you any legal advice regarding the Guarantee. 如閣下並無指示律師行在此事項中代表閣下,閣下須與交銀證券的代表現場會面以簽署擔保書,交銀證券的代表(其利益與閣下的利益有本質上的衝突)只會向閣下重點說明擔保書若干條文,並見證閣下簽立擔保書。交銀證券並不擔任閣下的財務顧問,不會就擔保書向閣下提供任何法律意見。

You are free to choose whether to grant the Guarantee or not. Please think carefully before deciding whether to execute the Guarantee or not. Once you have executed the Guarantee, your liability owed to BOCOM Securities will be the same as those of the Customer. 閣下可自由決定是否簽署擔保書。閣下必須慎重考慮是否授予擔保書。在簽署擔保書後,閣下對交銀證券的償付債務的責任與客戶相同。

If you decide not to obtain independent legal advice after due and careful consideration, please inform us so that we may arrange for a personal meeting with you as soon as possible. 如閣下在經過審慎周詳考慮後決定不尋求獨立法律意見,閣下須通知交銀證券,以便儘快安排交銀證券的代表與閣下會面。

Kindly sign and return to us the enclosed copy of this Notice. 請簽署並交回隨附的本通知的副本。

In the event of conflict or inconsistency between the English and the Chinese version of this Notice, the English version shall prevail. 如本通知的英文與中文版本之間出現衝突或歧義,以英文版本為準。

Yours faithfully,

此致

BOCOM International Securities Limited

交銀國際證券有限公司

Remark: This is a computer generated letter that requires no signature. 備註: 本函為電腦編印文件,無需簽署。

ACKNOWLEDGEMENT

承認書

I/we acknowledge receipt of this Notice and confirm that I/we have thoroughly read this Notice and fully understand its contents. 本人/吾等承認已收悉本通知，並確認本人/吾等已仔細審閱本通知並完全明白其內容。

The reason I act as guarantor for the Client is that: 本人作為客戶的擔保人的原因是:

I/we also confirmed that: 本人/吾等確認

BOCOM International Securities Limited has already arranged a personal meeting with me/us in the absence of their Customer at which I/we am/are told of the extent of my/our liability as guarantor(s) and have been warned of the risk I/we may running and urged me/us to seek independent legal advice. 交銀證券已安排代表與本人/吾等（在他們的客戶不在場的情況下）單獨會面，並告知本人/吾等作為擔保人的償付債務責任，並就本人/吾等的風險提出警告，和督促本人/吾等尋求獨立法律意見。

Name:

姓名

Position:

職位

Hong Kong Identity Card No.:

香港身份證號

Date:

日期

I have met the Personal Guarantor in a personal meeting in the absence of the Customer and have warned the Personal Guarantor the risk he/ she may have by entering into the Deed of

Guarantee and urged he/ she to seek independence legal advice. I have also witnessed the above signature of the Personal Guarantor. 本人已在客戶不在場的情況下單獨與擔保人會面，並

告知擔保人在簽署擔保書後的償付債務責任，並向擔保人提出風險警告，和督促擔保人尋求獨立法律意見。同時，本人見證了擔保人上述的簽名。

Name of the witness:

見證人姓名

Position:

職位

Hong Kong Identity Card No.:

香港身份證號

Date:

日期

DATED THE _____ DAY OF _____

_____年_____月_____日

DEED OF GUARANTEE 擔保書

(For BOCOM INTERNATIONAL SECURITIES LIMITED Corporate Client 適用於交銀國際證券有限公司的公司客戶)

To: BOCOM INTERNATIONAL SECURITIES LIMITED (“BOCOM”)

11/F, Man Yee Building,
68 Des Voeux Road Central, Hong Kong.

致：交銀國際證券有限公司（“交銀國際”）

香港中環德輔道中 68 號
萬宜大廈 11 樓

I, _____ holder of HK ID / passport* number _____ (hereinafter called the “Guarantor”) in consideration of BOCOM’s having at my request agreed to open Accounts or from time to time making or continuing advances to or coming under liabilities or otherwise giving credit or granting time to Accounts of _____ (Name of Client) holder of HK ID / passport / Certificate of Incorporation* number _____ at the address of _____, (hereinafter referred to as the “Principals”) under and in accordance with the terms and conditions in the Client’s Agreement and/or Margin Trading Agreement and/or Futures Client’s Agreement and/or Options Client’s Agreement signed between BOCOM and the Principals (together, the “Said Agreements”) DO HEREBY GUARANTEE to BOCOM (which expression shall include BOCOM’s successors and assigns) that the Principals will observe and perform the covenants terms and conditions on the part of the Principals under the Said Agreements AND I HEREBY AGREE AND COVENANT with BOCOM and DECLARE as follows:-

我 _____ (以下稱為“擔保人”) 其身份證/護照*號碼 _____ 考慮到交銀國際按照的要求為帳戶 _____ (客戶名稱) 其身份證/護照/公司註冊證書*號碼 _____ 為 _____ 其地址 _____ (以下稱為“委託人”) 開戶、經常預付款、借款、由銀行提供貸款、或者提供延期，根據以下條款和規定由委託人簽字的公司開戶文件和交銀國際和委託人之間的客戶協議書/保證金客戶協議書/期貨客戶協議書/期權客戶協議書規範協議（總稱為“上述協議”），我在此向交銀國際（表達中包括交銀國際的繼承人和受讓人）擔保，委託人一定會遵守和執行上述協議的條款和規定，我在此同意並與交銀國際訂立契約，並且宣佈：

1. Fully to indemnify and save BOCOM harmless from any and all damages which BOCOM may suffer on Accounts of the Principals’ default in the observance and performance of the covenants terms and conditions contained in the Said Agreements or any of them.
完全賠償和保護交銀國際不受任何由於委託人在遵守和執行上述協議或其中任何一個協議的條款和規定時所犯過錯而造成的損害。
2. The Guarantor will pay BOCOM on demand and hereby guarantees the repayment to BOCOM on demand of all sums of money which now are or shall hereafter become due to BOCOM from the Principals either alone or in conjunction with any other corporation or corporations, person or persons or which BOCOM may from time to time become liable to pay in respect of any dealing or Transaction on Accounts of or for the benefit or accommodation of the Principals either alone or in conjunction as aforesaid together with all interest costs, commission and other charges and expenses which BOCOM may in the course of BOCOM’s business charge against the Principals and all costs, charges and expenses which BOCOM may incur in enforcing or obtaining payment of the sums of money due to BOCOM from the Principals either alone or in conjunction as aforesaid or attempting so to do. It shall not be necessary for BOCOM to make any demand on or take any action against the Principals before making any demand on or recovering payment from me.
擔保人會根據交銀國際的要求向交銀國際付款並且在此保證償還以下所有款項，委託人單獨和其他公司或個人相關聯的現在或未來應向交銀國際支付的款項，交銀國際可能不時地因為以委託人名義或以委託人為受益人的事務或交易而承擔的付款責任，該款項可以是單獨的，也可以與如下款項相關聯，即所有的利息成本、佣金和交銀國際可能在業務中向委託人收取的其他費用，以及交銀國際為促使委託人還款或試圖讓其還款的過程中所支出的各項費用。在交銀國際向我提出要求或從我這裡獲得償還之前不必先向委託人提出要求或採取任何行動。
3. This guarantee shall continue in force and be a continuing guarantee (subject to such notice of withdrawal as is hereafter mentioned) and shall be applicable to the whole ultimate balance that may become due to BOCOM from the Principals either alone or in conjunction as aforesaid.
該擔保持續有效，是一份持續性擔保書（遵循下文中的撤消規定），適用於委託人單獨或如上關聯應向交銀國際支付款項的所有最終餘額。
4. Where the Guarantor is a firm or otherwise consists of more than one person the liability of the Guarantor hereunder shall be deemed to be the joint and several liabilities of the partners in the firm or of such persons as aforesaid.
當擔保人是公司或者由幾個人共同組成時，擔保人所承擔的責任被視為公司合夥人或這幾個人的連帶責任。
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 but the Guarantor or the survivor or survivors of such persons aforesaid and the personal representatives of the Guarantor or any of such persons who may be dead may at any time give BOCOM notice in writing to determine this guarantee and at a date not less than three calendar months after the receipt by BOCOM of such notice this guarantee shall cease with respect to all future Transactions after the date but the Guarantor shall remain liable to the extent of the amount due to BOCOM from the Principals at the same date with interest and for such costs and expenses as aforesaid.
該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，但是擔保人或上述個人中的存活者和可能已經死亡的擔保人或這些人中任何一個的個人代表可以在任何時間以書面形式通知交銀國際終止擔保，確定從交銀國際收到通知後不少於三個月後的某一天起，該擔保將不再對此後發生的交易有效，但是，擔保人對截止該日委託人應付給交銀國際的款項和利息以及上述成本和費用仍然承擔償付責任。
6. Notwithstanding any such notice of determination as aforesaid this guarantee shall as well before as after such notice of determination be a security for all monies becoming due to BOCOM from the Principals in respect of any Transaction entered upon prior to the date when this guarantee cease under the provision of Clause 5.
儘管有上述的終止擔保通知，不論在終止通知之前還是之後，該擔保都仍然對所有第 5 條規定的擔保終止日之前發生的交易造成的委託人對交銀國際的應付款承擔責任。

7. It shall be lawful for BOCOM after notice to determine this guarantee has been given or after payment of the monies hereby guaranteed has been demanded of the Guarantor to continue any existing or to open any new Accounts with the Principals and no money thereafter paid into such Accounts shall be appropriated in discharge of any monies hereby guaranteed unless expressly directly by the person paying the same at the time of such payment to be so appropriated.
當交銀國際收到終止擔保的通知後或者向擔保人提出償還擔保的款項要求後，交銀國際可以合法地繼續使用委託人的現有帳戶或為委託人新開一個或多個帳戶，此後支付到這個或這些帳戶中的錢不能被撥付以消除之前被擔保的款項，除非支付人在支付款項時直接表明該筆款項用於撥付。
8. The bankruptcy or insolvency of the Principals shall not affect or determine the liability of the Guarantor under this guarantee but such liability shall continue in full force and effect until BOCOM shall have been repaid all monies due to BOCOM from the Principals immediately before the bankruptcy or insolvency of the Principals.
根據該擔保書，委託人破產或喪失清償能力不影響或終止擔保人的債務責任，當委託人在破產或喪失清償能力之前發生的對交銀國際的應付款被完全清償之前，這些債務持續完全有效。
9. This guarantee shall not be revocable or discharged or impaired by the winding up of the Principals or by any change in the constitution of the Principals.
該擔保不因委託人的業務終結或章程修改而被撤回、撤銷或削弱。
10. So long as there are any monies outstanding under the Principals' Accounts with BOCOM as herein above referred to this guarantee shall be irrevocable and binding as a continuing security on me, my assigns, executors and administrators and shall incur to the benefit of, and be enforceable by BOCOM, BOCOM's successors, transferees, assigns and administrators.
只要在委託人的帳戶上還有如上所述未清償的應支付給交銀國際的款項，該擔保書就不可撤銷並具有約束力，它是我、我的受讓人、遺產繼承人和私人代表作出的持續性保證，可以因交銀國際、交銀國際的繼承人、受讓人（公司）遺產管理人的利益而發生和被執行。
11. This guarantee and BOCOM's rights under it shall be in addition to and shall not be affected or prejudiced by BOCOM's holding or taking any other or further securities which BOCOM may now or hereafter hold from or on Accounts of the Principals or by BOCOM's varying, releasing or omitting or neglecting to enforce any such securities or by BOCOM's varying or determining any credit to the Principals or by BOCOM's 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 Principals 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 BOCOM.
該擔保和交銀國際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，即交銀國際現在或今後從委託人處獲得或以委託人的名義而獲得其他或更多擔保，交銀國際修改、放棄、刪除或忽略這些擔保的實施，或者交銀國際修改或終止對委託人的債權，或者交銀國際將持有的匯票、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委託人或者對匯票、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議或接受妥協議案。
12. All dividends compositions and monies received by BOCOM from the Principals or from the assets of the Principals whether in liquidation or otherwise, or from any other company, person or estate capable of being applied by BOCOM in reduction of the indebtedness of the Principals shall be regarded for all purposes as payments in gross and my right to be subrogated to BOCOM in respect thereof shall not arise until BOCOM shall have received the full amount of BOCOM's claims against the Principals.
交銀國際可以從委託人處或其資產中收取的所有紅利組合和錢，不論是否具有流動性，或者從其他公司、個人或房地產中獲得的可以作為抵消委託人的債務的財產，都應該視為對交銀國際的償付，我的相應權利被交銀國際取代，直至交銀國際從委託人處主張所有的權利。
13. No assurance, security or payment which may be avoided under any enactment relating to bankruptcy of under the provisions of the Companies Ordinance as revised and amended or any statutory modification thereof and 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 BOCOM's right to recover from the Guarantor to the full extent of this guarantee.
由於公司法條文的修改和修訂或者任何法令的修改而引起公司破產行為，從而可能使保證、擔保或支付被回避，以及可能放棄或撤銷任何這樣的保證、擔保或支付都不能損害或影響交銀國際從擔保人處完全獲得該擔保書中的權利。
14. BOCOM shall be at liberty but not bound to resort to BOCOM's own benefit to any other means of payment at any time and in any order BOCOM think fit without thereby diminishing the liability of the Guarantor and BOCOM may put this guarantee in force either for the payment of the ultimate 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 and in the latter case without entitling the Guarantor to any benefit from such other means of payment so long as any monies remain due from the Principals to BOCOM.
交銀國際有自由且不受限制地為了自己的利益而隨時以任何順序並以交銀國際認為合適的其他方式獲得償還，而擔保人的債務責任並不因此而減輕，交銀國際可以在尋求其他償還方式之後使擔保書生效，也可以在不再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，在第二種情況下，只要委託人尚未保證、擔保或支付償清對交銀國際的應付款，就不必給予擔保人從其他償還方式中獲得的利益。
15. Any Accounts settled between or stated by BOCOM and the Principals or on the Principals' behalf may be added by BOCOM and shall be accepted by the Guarantor as conclusive evidence of the amount thereby appearing to be due from the Principals to BOCOM and any payment to BOCOM by or on behalf of the Principals on Accounts of the Principals' liability whether for advances or interest or charges and any acknowledgement by acquiescence in Accounts or otherwise by or on behalf of the Principals of such liability shall operate as an acknowledgement of the liability of the Guarantor according to the terms thereof.
交銀國際可以引證交銀國際和委託人或代表其利益的其他人之間相互或分別結算或確認的帳戶，擔保人必須將其作為委託人對交銀國際的應付款帳目的確鑿證據加以接受，由於委託人的責任，委託人或其他人代表其利益應向交銀國際償還的任何款項，不論是貸款、利息還是費用，以及委託人或代表其利益的其他人默許認可的應付款，根據條款規定都表示擔保人對該責任的認可。
16. A certificate by an officer of BOCOM's Company as to the money and liabilities for the time being due or incurred to BOCOM from or by the Principals shall be conclusive evidence in any legal proceedings against me or my personal representatives.
貴公司管理者提供的委託人對交銀國際的債務在當時到期或發生的證明在任何對抗我和對抗我的私人代表的法律程式中應該作為確鑿證據。
17. Any indebtedness of the Principals now or hereafter held by the Guarantor is hereby subordinated to the indebtedness of the Principals to BOCOM and such indebtedness of the Principals to the Guarantor if BOCOM so require shall be collected, enforced and received by the Guarantor as trustee for BOCOM and be paid over to BOCOM on Accounts of the indebtedness of the Principals to BOCOM but without reducing or affecting in any manner the liability of the Guarantor under the other provisions of this guarantee.
現在和今後委託人對擔保人的債務因此而由此從屬於委託人對交銀國際的債務，如果交銀國際提出要求，委託人對擔保人的債務應該由擔保人作為受託管理人為交銀國際從委託人處收款、執行和收回，然後根據委託人對交銀國際的債務轉付給交銀國際，但是這並不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。
18. BOCOM shall so long as any money remains owing hereunder have a lien therefor on all monies now or hereafter standing to the credit of the Guarantor with BOCOM on any Accounts.
只要還有欠款未還清，交銀國際就對擔保人在貴處任何帳戶上現在和今後的存款享有扣押權。
19. Nothing done or omitted by BOCOM in pursuance of any authority or permission contained in this guarantee shall affect or discharge the liability of the Guarantor under it.
交銀國際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影響或解除擔保人的責任。
20. This guarantee shall continue notwithstanding the death of the Principals or the assumption by the Principals of any partner or partners or any change, which may from time to time take place in the Principals' firm.
不論委託人是否死亡，或者委託人擔任任何合夥人或合夥人們，或者在委託人的公司中經常發生變化，該擔保書都保持有效。
21. Notwithstanding anything contained in this guarantee and subject to the applicable rules and regulations, BOCOM may at its absolute discretion set-off, withhold from and apply securities or money held in or for any account of the Guarantor with BOCOM or otherwise owing to the Guarantor against, and in whole or partial payment of, any amount owing to BOCOM by the Guarantor. If the Guarantor has more than one account with BOCOM, BOCOM may at any time consolidate all or any of such accounts and set-off or transfer any credit balance in any one or more of such accounts in or towards satisfaction of any of the money owing by the Guarantor to BOCOM in respect of any other accounts. In addition and without prejudice to any general liens, rights of set-off or other similar rights to which BOCOM may be entitled under the laws of any relevant jurisdiction and this guarantee, all securities, receivables, monies, dividends, interest and other property of the Guarantor held by or in the possession of BOCOM at any time shall be subject to a general lien in favor of BOCOM as continuing security, and BOCOM may as the Guarantor's agent take such measures as it may in its sole discretion deem necessary to sell, dispose of or otherwise realize all such property, to offset and discharge all of the Guarantor's debts or obligations owing to BOCOM.

無論該擔保書中有任何規定、及在遵守適用的規則及規例的前提下，交銀國際可行使其絕對酌情權，以就擔保人任何在交銀國際的戶口或其內之證券或款項或其他對擔保人之欠款抵銷、扣除及償還擔保人對交銀國際的任何欠款的全部或部分。如擔保人在交銀國際擁有多於一個戶口，受限適用的規則及規例下，交銀國際可隨時合併所有或任何此等戶口，並對任何一個或多於一個此等戶口的任何貸方餘額，進行抵銷或轉帳，藉以償還任何其他戶口下由擔保人對交銀國際的任何欠款。交銀國際在任何時候持有或管有擔保人之所有證券、應收賬、款項、股息、利息及其他財產必須受制於以交銀國際為受益人之一般留置權，作為持續的抵押，交銀國際可以擔保人代理人身份依其獨立判斷認為是必需的措施以出售、處置或以其他方式把所有該等財產變現，用以抵銷及履行擔保人對交銀國際所欠的債務或責任；交銀國際此項權利乃附加於且不減損交銀國際於任何有關司法管轄區的法律及該擔保書下可能擁有的任何一般留置權、抵銷權或其他類似權利。

22. Notwithstanding that the Principals is a committee or association or other unincorporated body which has no legal existence or which is under no legal liability to discharge obligations undertaken or purported to be undertaken by it or on its behalf this guarantee shall be valid and binding on me and have effect as though I were joint and several Principals debtors.
不論委託人是不是沒有法人資格或者沒有法律責任去解除由它或代表它履行或意圖履行的義務的委員會、協會或非公司實體，該擔保書都有效，對我有約束力，就好像我是連帶主債務人。
23. In the event of the dissolution of any firm whose Accounts is hereby secured this guarantee shall apply to all monies borrowed and liabilities incurred in the firm name until receipt by BOCOM of actual notice of such dissolution. If however the dissolution be by reason only of the introduction of a further partner or partners into the firm the guarantee shall continue and in addition to the debts and liabilities of the old firm shall apply to all money and liabilities due or incurred to BOCOM from or by the new firms thereby constituted as though there had been no change in the firm as previously constituted.
假如某家帳戶在此被擔保的公司解散，擔保書適用於該公司名下的所有借款和發生的債務，直到交銀國際收到關於解散的真實通知。然而，假如公司解散是因為引進了新的合夥人或合夥人們，該擔保書仍然有效，且適用於舊公司的到期確定的債務和其他未來可能的債務以及新組成的公司應付的和發生的債務，就好像公司跟以前一樣沒有發生變化。
24. This guarantee shall continue to bind the Guarantor notwithstanding any amalgamation that may be effected by BOCOM with any other company or companies, person or persons or notwithstanding any reconstruction by BOCOM involving the formation of and transfer of all or any of BOCOM's assets to a new company or notwithstanding the sale of all or any part of BOCOM's undertaking and assets to another company whether the company or companies with which BOCOM amalgamate or the company to which BOCOM transfer all or any of BOCOM's assets either on a reconstruction or sale as aforesaid shall or shall not differ in their or its objects character and constitution from BOCOM 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 BOCOM 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 BOCOM.
該擔保書仍然對擔保人有約束力，即使交銀國際可能和其他公司或數個公司、個人或幾個人發生合併，或者交銀國際進行結構重組，並把交銀國際所有或一部分的資產轉移給新公司，或者交銀國際把企業或資產的全部或部分賣給其他企業，不論上述與交銀國際合併的公司和因為重組或出售使得全部或部分資產轉移至的新公司在新公司目標、特點和章程上是否與交銀國際相同，擔保人的意圖是該擔保書仍然在有利於交銀國際的所有方面保持有效，該擔保書的利益和所有授予交銀國際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交銀國際，而是這個或這幾個公司、這個或這幾個人。
25. Any notice, demand or communication given under this guarantee shall be in writing and may be delivered personally or sent by post or fax or electronic mail addressed to the party to which it is addressed, in the case of BOCOM, at the address set out above and, in the case of the Guarantor, at the address set out in the Account Application Form or, in both cases, at such other address as may have been notified to the other party hereto (if that is the case). Any notice, demand or other communication so addressed to the Guarantor shall be deemed to be validly given, (a) if delivered personally, at the time of such delivery, (b) if given or sent by post, three (3) days after posting and it shall be sufficient to prove that such notice, demand or other communication was properly addressed, stamped and posted, (c) if given by fax, at the same time as it is dispatched; (d) if by electronic mail, at the same time as it is dispatched, provided however that any notice, demand or other communication to be given by the Guarantor to BOCOM shall only be effective upon actual receipt thereof by BOCOM.
根據該擔保書發出的任何通知、要求或通訊必須是書面的，可以親身遞送或以郵遞或傳真或電子郵件方式送出，倘若收件人是交銀國際，必須寫上收件人名稱並寄往前述地址，倘若收件人是擔保人，則寄往開戶申請表內的地址，在兩種情況下，亦可寄往擔保書一方已通知另一方之其他地址（若發生者）。任何按上述方式發出給擔保人的通知、要求或其他通訊在下述時間必須被視作已經有效地給予擔保人，(a) 親手交付擔保人時，(b) 付郵後三天，交銀國際只須要證明此等通知、要求或其他通訊已被恰當地寫上收件人姓名及地址、付郵並寄出，(c) 傳真發出時；(d) 如以電子郵件方式發出，則為發送當時，但擔保人給交銀國際的任何通知、要求或其他通訊則必須在交銀國際確實收到時才算有效。
26. It is understood and agreed that none of the terms or provisions of this guarantee may be waived, altered, modified or amended except in writing duly signed for and on BOCOM's behalf.
我理解和同意，除非以書面形式由交銀國際或代表交銀國際利益的人簽字，該擔保書中的所有條款和規定不能被放棄、更改、修飾或修訂。
27. This guarantee shall be governed by and interpreted in accordance with the laws of Hong Kong and I accept the jurisdiction of the Hong Kong Courts.
該擔保書受香港法律的約束和解釋，我接受香港法院的司法管轄。

Do you guarantee the financial liabilities of other BOCOM clients' margin accounts? 閣下是否擔保交銀國際其他保證金客戶的財務負債？

- No 否
- Yes 是 If yes, please list those accounts: 如是請列明相關戶口號碼及名稱: _____

Dated this _____ day of _____, _____
自 _____ 年 _____ 月 _____ 日

Signed, Sealed and Delivered as a Deed by the Guarantor in the presence of:
在見證下，作為契約由擔保人簽名、密封和傳送:

L.S.

Signature of Witness 見證人簽署
Name of Witness: _____
見證人姓名: _____
ID/Passport No. of Witness: _____
見證人身份證/護照號碼: _____
Address of Witness: _____
見證人地址: _____

Signature of Guarantor 擔保人簽署
Name of Guarantor: _____
擔保人姓名: _____
ID/Passport No. of Guarantor: _____
擔保人身份證/護照號碼: _____
Address of Guarantor: _____
擔保人地址: _____

Name of Guarantor:

擔保人名稱: _____

Name of Customer:

客戶名稱: _____

IMPORTANT NOTICE 重要通知
(Company Guarantor 公司擔保人)

Dear Sir(s)/Madam(s), 敬啟者:

The provision of a guarantee by you in favour of BOCOM International Securities Limited (“**BOCOM Securities**”) is required for BOCOM Securities to approve the application by the Customer for the opening of the securities account(s) (the “**Securities Account(s)**”).

交銀國際證券有限公司（下稱「**交銀證券**」）在審批客戶開立證券賬戶（「**證券賬戶**」）申請時需要 貴司為客戶就證券賬戶的負債，以交銀證券為受益人提供擔保。

You hereby acknowledge the receipt of the following documents: 貴司承認已收悉以下檔:

- (c) the account opening form of the Customer containing, among other documents, the deed of guarantee (“**Guarantee**”); and 開戶申請表（內含包括擔保書（「**擔保書**」）等文件）；及
- (d) the Client Agreement and Risk Disclosure Statement. 客戶協議及風險披露書。

You have the choice as regards whether to proceed with the granting of guarantee in favour of us. 貴司可選擇是否繼續辦理向交銀證券提供擔保書。

Before you sign the Guarantee (which you have to sign if you choose to proceed with the transaction), you shall: 在 貴司簽署擔保書（如 貴司選擇繼續辦理此交易便須簽署）之前，貴司必須：

- (j) read the documents mentioned in (a) and (b) above thoroughly; 仔細審閱上述(a)和(b)條中的檔；
- (vi) obtain information and documents about the financial strength and commitments of the Customer and its liabilities to BOCOM Securities; 獲取客戶的財務實力和財務承擔及客戶所欠交銀證券的負債情況；
- (iii) consider your own financial position, commitments and needs; 考慮 貴司自身的財務狀況、承擔及需要；
- (iv) engage your own financial adviser to give you advice on the financial information; 聘請 貴司自身的財務顧問，向 貴司提供有關財務資料的意見；及
- (v) seek independent legal advice and instruct your own lawyer to advise you on the terms of the Guarantee and their implications. 尋求獨立法律意見，並指示 貴司的律師就擔保書的條款及其涵義向 貴司提供意見。

If you do not instruct a law firm to represent you in this matter, you will be required to attend a personal meeting with BOCOM Securities to execute the Guarantee and BOCOM Securities (whose interest inherently conflicts with yours) will only highlight to you certain provisions of the Guarantee and witness your execution of the Guarantee. BOCOM Securities does not act as your financial adviser and will not give you any legal advice regarding the Guarantee. 如貴司並無指示律師行在此事項中代表 貴司，貴司須與交銀證券的代表現場會面以簽署擔保書，交銀證券的代表（其利益與貴司的利益有本質上的衝突）只會向 貴司重點說明擔保書若干條文，並見證 貴司簽立擔保書。交銀證券並不擔任 貴司的財務顧問，不會就擔保書向 貴司提供任何法律意見。

You are free to choose whether to grant the Guarantee or not. Please think carefully before deciding whether to execute the Guarantee or not. Once you have executed the Guarantee, your liability owed to BOCOM Securities will be the same as those of the Customer. 貴司可自由決定是否簽署擔保書。 貴司必須慎重考慮是否授予擔保書。在簽署擔保書後，貴司對交銀證券的償付債務的責任與客戶相同。

If you decide not to obtain independent legal advice after due and careful consideration, please inform us so that we may arrange for a personal meeting with you as soon as possible. 如 貴司在經過審慎周詳考慮後決定不尋求獨立法律意見，貴司須通知交銀證券，以便儘快安排交銀證券的代表與 貴司會面。

Kindly sign and return to us the enclosed copy of this Notice. 請簽署並交回隨附的本通知的副本。

In the event of conflict or inconsistency between the English and the Chinese version of this Notice, the English version shall prevail. 如本通知的英文與中文版本之間出現衝突或歧義，以英文版本為準。

Yours faithfully,
此致
BOCOM International Securities Limited
交銀國際證券有限公司

Remark: This is a computer generated letter that requires no signature. 備註：本函為電腦編印文件，無需簽署。

ACKNOWLEDGEMENT

承認書

We acknowledge receipt of this Notice and confirm that we have thoroughly read this Notice and fully understand its contents. 本公司承認已收悉本通知，並確認本公司已仔細審閱本通知並完全明白其內容。

The reason we act as guarantor(s) for the Client is that : 本公司作為客戶的擔保人的原因是：

We also confirmed that: 吾等確認

- (1) We have obtained board approval for execution of the Deed of Guarantee. 吾等就簽署擔保書已取得了董事會批准。
- (2) BOCOM International Securities Limited has already arranged a personally meeting with us in the absence of their Customer at which we are told of the extent of our liability as guarantor(s) and have been warned of the risk we may running and urged us to seek independent legal advice. 交銀證券已安排的代表與 吾等（在他們的客戶不在場的情況下）單獨會面，並告知吾等作為擔保人的的償付債務責任，並就吾等的風險提出警告，和督促吾等尋求獨立法律意見。

For and on behalf of 代表

Name of the authorized person:

獲授權人姓名

Position:

職位

Hong Kong Identity Card No.

香港身份證號

Date:

日期

I have met the Guarantor in a personal meeting in the absence of the Customer and have warned the Guarantor the risk it may have by entering into the Deed of Guarantee and urged it to seek independence legal advice. I have also witnessed the above signature of the Guarantor. 本人已在客戶不在場的情況下單獨與擔保人會面，並告知擔保人在簽署擔保書後的償付債務責任，並向擔保人提出風險警告，和督促擔保人尋求獨立法律意見。同時，本人見證了擔保人上述的簽名。

Name of the witness:

見證人姓名

Position:

職位

Hong Kong Identity Card No.:

香港身份證號

Date:

日期

DATED THE _____ DAY OF _____

_____年_____月_____日

DEED OF GUARANTEE 擔保書

(For BOCOM INTERNATIONAL SECURITIES LIMITED Corporate Client 適用於交銀國際證券有限公司的公司客戶)

To: BOCOM INTERNATIONAL SECURITIES LIMITED (“BOCOM”)

11/F, Man Yee Building,
68 Des Voeux Road Central, Hong Kong.

致：交銀國際證券有限公司（“交銀國際”）
香港中環德輔道中 68 號
萬宜大廈 11 樓

We _____ Certificate of Incorporation * number _____ (hereinafter called the “Guarantor”) in consideration of BOCOM’s having at our request agreed to open Accounts or from time to time making or continuing advances to or coming under liabilities or otherwise giving credit or granting time to Accounts of _____ (Name of Client) holder of HK ID / passport / Certificate of Incorporation* number _____ at the address of _____, (hereinafter referred to as the “Principals”) under and in accordance with the terms and conditions in the Client’s Agreement and/or Margin Trading Agreement and/or Futures Client’s Agreement and/or Options Client’s Agreement signed between BOCOM and the Principals (together, the “Said Agreements”) DO HEREBY GUARANTEE to BOCOM (which expression shall include BOCOM’s successors and assigns) that the Principals will observe and perform the covenants terms and conditions on the part of the Principals under the Said Agreements AND WE HEREBY AGREE AND COVENANT with BOCOM and DECLARE as follows:-

我們 _____（以下稱為“擔保人”）公司註冊證書*號碼 _____ 考慮到交銀國際按照我們的要求為帳戶 _____（客戶名稱）其身份證/護照/公司註冊證書*號碼 _____ 為 _____ 其地址 _____（以下稱為“委託人”）開戶、經常預付款、借款、由銀行提供貸款、或者提供延期，根據以下條款和規定由委託人簽字的公司開戶文件和交銀國際和委託人之間的客戶協議書/保證金客戶協議書/期貨客戶協議書/期權客戶協議書規範協議（總稱為“上述協議”），我們在此向交銀國際（表達中包括交銀國際的繼承人和受讓人）擔保，委託人一定會遵守和執行上述協議的條款和規定，我們在此同意並與交銀國際訂立契約，並且宣佈：

28. Fully to indemnify and save BOCOM harmless from any and all damages which BOCOM may suffer on Accounts of the Principals’ default in the observance and performance of the covenants terms and conditions contained in the Said Agreements or any of them.
完全賠償和保護交銀國際不受任何由於委託人在遵守和執行上述協議或其中任何一個協議的條款和規定時所犯過錯而造成的損害。
29. The Guarantor will pay BOCOM on demand and hereby guarantees the repayment to BOCOM on demand of all sums of money which now are or shall hereafter become due to BOCOM from the Principals either alone or in conjunction with any other corporation or corporations, person or persons or which BOCOM may from time to time become liable to pay in respect of any dealing or Transaction on Accounts of or for the benefit or accommodation of the Principals either alone or in conjunction as aforesaid together with all interest costs, commission and other charges and expenses which BOCOM may in the course of BOCOM’s business charge against the Principals and all costs, charges and expenses which BOCOM may incur in enforcing or obtaining payment of the sums of money due to BOCOM from the Principals either alone or in conjunction as aforesaid or attempting so to do. It shall not be necessary for BOCOM to make any demand on or take any action against the Principals before making any demand on or recovering payment from us.
擔保人會根據交銀國際的要求向交銀國際付款並且在此保證償還以下所有款項，委託人單獨或其他公司或個人相關聯的現在或未來應向交銀國際支付的款項，交銀國際可能不時地因為以委託人名義或以委託人為受益人的事務或交易而承擔的付款責任，該款項可以是單獨的，也可以與如下款項相關聯，即所有的利息成本、佣金和交銀國際可能在業務中向委託人收取的其他費用，以及交銀國際為促使委託人還款或試圖讓其還款的過程中所支出的各項費用。在交銀國際向我們提出要求或從我們這裡獲得償還之前不必先向委託人提出要求或採取任何行動。
30. This guarantee shall continue in force and be a continuing guarantee (subject to such notice of withdrawal as is hereafter mentioned) and shall be applicable to the whole ultimate balance that may become due to BOCOM from the Principals either alone or in conjunction as aforesaid.
該擔保書持續有效，是一份持續性擔保書（遵循下文中的撤銷規定），適用於委託人單獨或如上關聯應向交銀國際支付款項的所有最終餘額。
31. Where the Guarantor is a firm or otherwise consists of more than one person the liability of the Guarantor hereunder shall be deemed to be the joint and several liabilities of the partners in the firm or of such persons as aforesaid.
當擔保人是公司或者由幾個人共同組成時，擔保人所承擔的責任被視為公司合夥人或這幾個人的連帶責任。
32. 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 but the Guarantor or the survivor or survivors of such persons aforesaid and the personal representatives of the Guarantor or any of such persons who may be dead may at any time give BOCOM notice in writing to determine this guarantee and at a date not less than three calendar months after the receipt by BOCOM of such notice this guarantee shall cease with respect to all future Transactions after the date but the Guarantor shall remain liable to the extent of the amount due to BOCOM from the Principals at the same date with interest and for such costs and expenses as aforesaid.
該擔保書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，但是擔保人或上述個人中的存活者和可能已經死亡的擔保人或這些人中任何一個的個人代表可以在任何時間以書面形式通知交銀國際終止擔保，確定從交銀國際收到通知後不少於三個月後的某一天起，該擔保書將不再對此後發生的交易有效，但是，擔保人對截止該日委託人應付給交銀國際的款項和利息以及上述成本和費用仍然承擔償付責任。
33. Notwithstanding any such notice of determination as aforesaid this guarantee shall as well before as after such notice of determination be a security for all monies becoming due to BOCOM from the Principals in respect of any Transaction entered upon prior to the date when this guarantee cease under the provision of Clause 5.
儘管有上述的終止擔保通知，不論在終止通知之前還是之後，該擔保書都仍然對所有第 5 條規定的擔保終止日之前發生的交易造成的委託人對交銀國際的應付款承擔責任。

34. It shall be lawful for BOCOM after notice to determine this guarantee has been given or after payment of the monies hereby guaranteed has been demanded of the Guarantor to continue any existing or to open any new Accounts with the Principals and no money thereafter paid into such Accounts shall be appropriated in discharge of any monies hereby guaranteed unless expressly directly by the person paying the same at the time of such payment to be so appropriated.
當交銀國際收到終止擔保的通知後或者向擔保人提出償還擔保的款項要求後，交銀國際可以合法地繼續使用委託人的現有帳戶或為委託人新開一個或多個帳戶，此後支付到這個或這些帳戶中的錢不能被撥付以消除之前被擔保的款項，除非支付人在支付款項時直接表明該筆款項用於撥付。
35. The bankruptcy or insolvency of the Principals shall not affect or determine the liability of the Guarantor under this guarantee but such liability shall continue in full force and effect until BOCOM shall have been repaid all monies due to BOCOM from the Principals immediately before the bankruptcy or insolvency of the Principals.
根據該擔保書，委託人破產或喪失清償能力不影響或終止擔保人的債務責任，當委託人在破產或喪失清償能力之前發生的對交銀國際的應付款被完全清償之前，這些債務持續完全有效。
36. This guarantee shall not be revocable or discharged or impaired by the winding up of the Principals or by any change in the constitution of the Principals.
該擔保書不因委託人的業務終結或章程修改而被撤回、撤銷或削弱。
37. So long as there are any monies outstanding under the Principals' Accounts with BOCOM as herein above referred to this guarantee shall be irrevocable and binding as a continuing security on us, our assigns, executors and administrators and shall incur to the benefit of, and be enforceable by BOCOM, BOCOM's successors, transferees, assigns and administrators.
只要在委託人的帳戶上還有如上所述未清償的應支付給交銀國際的款項，該擔保書就不可撤銷並具有約束力，它是我們、我們的受讓人、遺產繼承人和私人代表作出的持續性保證，可以因交銀國際、交銀國際的繼承人、受讓人(公司)遺產管理人的利益而發生和被執行。
38. This guarantee and BOCOM's rights under it shall be in addition to and shall not be affected or prejudiced by BOCOM's holding or taking any other or further securities which BOCOM may now or hereafter hold from or on Accounts of the Principals or by BOCOM's varying, releasing or omitting or neglecting to enforce any such securities or by BOCOM's varying or determining any credit to the Principals or by BOCOM's 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 Principals 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 BOCOM.
該擔保書和交銀國際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，即交銀國際現在或今後從委託人處獲得或以委託人的名義而獲得其他或更多擔保，交銀國際修改、放棄、刪除或忽略這些擔保的實施，或者交銀國際修改或終止對委託人的債權，或者交銀國際將持有的匯票、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委託人或者對匯票、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議或接受妥協案。
39. All dividends compositions and monies received by BOCOM from the Principals or from the assets of the Principals whether in liquidation or otherwise, or from any other company, person or estate capable of being applied by BOCOM in reduction of the indebtedness of the Principals shall be regarded for all purposes as payments in gross and our right to be subrogated to BOCOM in respect thereof shall not arise until BOCOM shall have received the full amount of BOCOM's claims against the Principals.
交銀國際可以從委託人處或其資產中收取的所有紅利組合和錢，不論是否具有流動性，或者從其他公司、個人或房地產中獲得的可以作為抵消委託人的債務的財產，都應該視為對交銀國際的償付，我們的相應權利被交銀國際取代，直至交銀國際從委託人處主張所有的權利。
40. No assurance, security or payment which may be avoided under any enactment relating to bankruptcy of under the provisions of the Companies Ordinance as revised and amended or any statutory modification thereof and 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 BOCOM's right to recover from the Guarantor to the full extent of this guarantee.
由於公司法條文的修改和修訂或者任何法令的修改而引起公司破產行為，從而可能使保證、擔保或支付被回避，以及可能放棄或撤銷任何這樣的保證、擔保或支付都不能損害或影響交銀國際從擔保人處完全獲得該擔保書中的權利。
41. BOCOM shall be at liberty but not bound to resort for BOCOM's own benefit to any other means of payment at any time and in any order BOCOM think fit without thereby diminishing the liability of the Guarantor and BOCOM may put this guarantee in force either for the payment of the ultimate 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 and in the latter case without entitling the Guarantor to any benefit from such other means of payment so long as any monies remain due from the Principals to BOCOM.
交銀國際有自由且不受限制地為了自己的利益而隨時以任何順序並以交銀國際認為合適的其他方式獲得償還，而擔保人的債務責任並不因此而減輕，交銀國際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，在第二種情況下，只要委託人尚未保證、擔保或支付償清對交銀國際的應付款，就不必給予擔保人從其他償還方式中獲得的利益。
42. Any Accounts settled between or stated by BOCOM and the Principals or on the Principals' behalf may be adduced by BOCOM and shall be accepted by the Guarantor as conclusive evidence of the amount thereby appearing to be due from the Principals to BOCOM and any payment to BOCOM by or on behalf of the Principals on Accounts of the Principals' liability whether for advances or interest or charges and any acknowledgement by acquiescence in Accounts or otherwise by or on behalf of the Principals of such liability shall operate as an acknowledgement of the liability of the Guarantor according to the terms thereof.
交銀國際可以引證交銀國際和委託人或代表其利益的其他人之間相互或分別結算或確認的帳戶，擔保人必須將其作為委託人對交銀國際的應付款帳目的確鑿證據加以接受，由於委託人的責任，委託人或其他人代表其利益應向交銀國際償還的任何款項，不論是貸款、利息還是費用，以及委託人或代表其利益的其他人默許認可的應付款，根據條款規定都表示擔保人對該責任的認可。
43. A certificate by an officer of BOCOM's Company as to the money and liabilities for the time being due or incurred to BOCOM from or by the Principals shall be conclusive evidence in any legal proceedings against us or any of us against and our personal representatives.
貴公司管理者提供的委託人對交銀國際的債務在當時到期或發生的證明在任何對抗我們或我們中的任何一人和對抗我們的私人代表的法律程式中應該作為確鑿證據。
44. Any indebtedness of the Principals now or hereafter held by the Guarantor is hereby subordinated to the indebtedness of the Principals to BOCOM and such indebtedness of the Principals to the Guarantor if BOCOM so require shall be collected, enforced and received by the Guarantor as trustee for BOCOM and be paid over to BOCOM on Accounts of the indebtedness of the Principals to BOCOM but without reducing or affecting in any manner the liability of the Guarantor under the other provisions of this guarantee.
現在和今後委託人對擔保人的債務因此而由此從屬於委託人對交銀國際的債務，如果交銀國際提出要求，委託人對擔保人的債務應該由擔保人作為受託管理人為交銀國際從委託人處收款、執行和收回，然後根據委託人對交銀國際的債務轉付給交銀國際，但是這並不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。
45. BOCOM shall so long as any money remains owing hereunder have a lien therefor on all monies now or hereafter standing to the credit of the Guarantor with BOCOM on any Accounts.
只要還有欠款未還清，交銀國際就對擔保人在貴處任何帳戶上現在和今後的存款享有抵押權。
46. Nothing done or omitted by BOCOM in pursuance of any authority or permission contained in this guarantee shall affect or discharge the liability of the Guarantor under it.
交銀國際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影響或解除擔保人的責任。
47. This guarantee shall continue notwithstanding the death of the Principals or the assumption by the Principals of any partner or partners or any change, which may from time to time take place in the Principals' firm.
不論委託人是否死亡，或者委託人擔任任何合夥人或合夥人們，或者在委託人的公司中經常發生變化，該擔保書都保持有效。
48. Notwithstanding anything contained in this guarantee and subject to the applicable rules and regulations, BOCOM may at its absolute discretion set-off, withhold from and apply securities or money held in or for any account of the Guarantor with BOCOM or otherwise owing to the Guarantor against, and in whole or partial payment of, any amount owing to BOCOM by the Guarantor. If the Guarantor has more than one account with BOCOM, BOCOM may at any time consolidate all or any of such accounts and set-off or transfer any credit balance in any one or more of such accounts in or towards satisfaction of any of the money owing by the Guarantor to BOCOM in respect of any other accounts. In addition and without prejudice to any general liens, rights of set-off or other similar rights to which BOCOM may be entitled under the laws of any relevant jurisdiction and this guarantee, all securities, receivables, monies, dividends, interest and other property of the Guarantor held by or in the possession of BOCOM at any time shall be subject to a general lien in favor of

BOCOM as continuing security, and BOCOM may as the Guarantor's agent take such measures as it may in its sole discretion deem necessary to sell, dispose of or otherwise realize all such property, to offset and discharge all of the Guarantor's debts or obligations owing to BOCOM.

無論該擔保書中有任何規定、及在遵守適用的規則及規例的前提下，交銀國際可行使其絕對的情權，以就擔保人任何在交銀國際的戶口或其內之證券或款項或其他對擔保人之欠款抵銷、扣除及償還擔保人對交銀國際的任何欠款的全部或部分。如擔保人在交銀國際擁有多於一個戶口，受限適用的規則及規例下，交銀國際可隨時合併所有或任何此等戶口，並對任何一個或多於一個此等戶口的任何貸方餘額，進行抵銷或轉帳，藉以償還任何其他戶口下由擔保人對交銀國際的任何欠款。交銀國際在任何時候持有或管有擔保人之所有證券、應收賬、款項、股息、利息及其他財產必須受制於以交銀國際為受益人之一般留置權，作為持續的抵押，交銀國際可以擔保人代理人身份取依其獨立判斷認為是必需的措施以出售、處置或以其他方式把所有該等財產變現，用以抵銷及履行擔保人對交銀國際所欠的債務或責任；交銀國際此項權利乃附加於且不減損交銀國際於任何有關司法管轄區的法律及該擔保書下可能擁有的任何一般留置權、抵銷權或其他類似權利。

49. Notwithstanding that the Principals is a committee or association or other unincorporated body which has no legal existence or which is under no legal liability to discharge obligations undertaken or purported to be undertaken by it or on its behalf this guarantee shall be valid and binding on us and have effect as though we were joint and several Principals debtors.
不論委託人是不是沒有法人資格或者沒有法律責任去解除由它或代表它履行或意圖履行的義務的委員會、協會或非公司實體，該擔保書都有效，對我們有約束力，就好像我們是連帶主債務人。
50. In the event of the dissolution of any firm whose Accounts is hereby secured this guarantee shall apply to all monies borrowed and liabilities incurred in the firm name until receipt by BOCOM of actual notice of such dissolution. If however the dissolution be by reason only of the introduction of a further partner or partners into the firm the guarantee shall continue and in addition to the debts and liabilities of the old firm shall apply to all money and liabilities due or incurred to BOCOM from or by the new firms thereby constituted as though there had been no change in the firm as previously constituted.
假如某家帳戶在此被擔保的公司解散，擔保書適用於該公司名下的所有借款和發生的債務，直到交銀國際收到關於解散的真實通知。然而，假如公司解散是因為引進了新的合夥人或合夥人們，該擔保書仍然有效，且適用於舊公司的到期確定的債務和其他未來可能的債務以及新組成的公司應付的和發生的債務，就好像公司跟以前一樣沒有發生變化。
51. This guarantee shall continue to bind the Guarantor notwithstanding any amalgamation that may be effected by BOCOM with any other company or companies, person or persons or notwithstanding any reconstruction by BOCOM involving the formation of and transfer of all or any of BOCOM's assets to a new company or notwithstanding the sale of all or any part of BOCOM's undertaking and assets to another company whether the company or companies with which BOCOM amalgamate or the company to which BOCOM transfer all or any of BOCOM's assets either on a reconstruction or sale as aforesaid shall or shall not differ in their or its objects character and constitution from BOCOM 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 BOCOM 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 BOCOM.
該擔保書仍然對擔保人有約束力，即使交銀國際可能和其他公司或數個公司、個人或幾個人發生合併，或者交銀國際進行結構重組，並把交銀國際所有或一部分的資產轉移給新公司，或者交銀國際把企業或資產的全部或部分賣給其他企業，不論上述與交銀國際合併的公司和因為重組或出售使得全部或部分資產轉移至的新公司在公司目標、特點和章程上是否與交銀國際相同，擔保人的意圖是該擔保書仍然在有利於交銀國際的所有方面保持有效，該擔保書的利益和所有授予交銀國際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交銀國際，而是這個或這幾個公司、這個或這幾個人。
52. Any notice, demand or communication given under this guarantee shall be in writing and may be delivered personally or sent by post or fax or electronic mail addressed to the party to which it is addressed, in the case of BOCOM, at the address set out above and, in the case of the Guarantor, at the address set out in the Account Application Form or, in both cases, at such other address as may have been notified to the other party hereto (if that is the case). Any notice, demand or other communication so addressed to the Guarantor shall be deemed to be validly given, (a) if delivered personally, at the time of such delivery, (b) if given or sent by post, three (3) days after posting and it shall be sufficient to prove that such notice, demand or other communication was properly addressed, stamped and posted, (c) if given by fax, at the same time as it is dispatched; (d) if by electronic mail, at the same time as it is dispatched, provided however that any notice, demand or other communication to be given by the Guarantor to BOCOM shall only be effective upon actual receipt thereof by BOCOM.
根據該擔保書發出的任何通知、要求或通訊必須是書面的，可以親身遞送或以郵遞或傳真或電子郵件方式送出，倘若收件人是交銀國際，必須寫上收件人名稱並寄往前述地址，倘若收件人是擔保人，則寄往開戶申請表內的地址，在兩種情況下，亦可寄往該擔保書一方已通知另一方之其他地址（若發生者）。任何按上述方式發出給擔保人的通知、要求或其他通訊在下列時間必須被視作已經有效地給予擔保人，(a) 親手交付擔保人時，(b) 付郵後三天，交銀國際只須要證明此等通知、要求或其他通訊已被恰當地寫上收件人姓名及地址、付郵並寄出，(c) 傳真發出時；(d) 如以電子郵件方式發出，則為發送當時，但擔保人給交銀國際的任何通知、要求或其他通訊則必須在交銀國際確實收到時才算有效。
53. It is understood and agreed that none of the terms or provisions of this guarantee may be waived, altered, modified or amended except in writing duly signed for and on BOCOM's behalf.
我們理解和同意，除非以書面形式由交銀國際或代表交銀國際利益的人簽字，該擔保書中的所有條款和規定不能被放棄、更改、修飾或修訂。
54. This guarantee shall be governed by and interpreted in accordance with the laws of Hong Kong and we accept the jurisdiction of the Hong Kong Courts.
該擔保書受香港法律的約束和解釋，我們接受香港法院的司法管轄。

Do you guarantee the financial liabilities of other BOCOM clients' margin accounts? 閣下是否擔保交銀國際其他保證金客戶的財務負債？

No 否

Yes 是 If yes, please list those accounts: 如是請列明相關戶口號碼及名稱: _____

Dated this _____ day of _____, _____

自 _____ 年 _____ 月 _____ 日

Executed as a Deed by the Guarantor in the presence of:

在見證下，以契約形式由擔保人簽名:

[please insert common seal]

請加蓋鋼印

Signature of Witness 見證人簽署

Name of Witness: _____

見證人姓名: _____

ID/Passport No. of Witness: _____

見證人身份證/護照號碼: _____

Address of Witness: _____

見證人地址: _____

Signature of Guarantor 擔保人簽署

Name of Guarantor: _____

擔保人姓名: _____

ID/Passport No. of Guarantor: _____

擔保人身份證/護照號碼: _____

Address of Guarantor: _____

擔保人地址: _____

BOARD MINUTES

董事會會議記錄

Minutes of a meeting of the board of directors of _____ (the "Company") on ____/____/____
(date) at _____ (Address)
("本公司") _____ 於 _____ 年 _____ 月 _____ 日於
_____ 召開了董事會會議。

Directors Name (Full Name of Directors)

董事姓名(出席董事全名)

Signature 簽署

Chairman of the meeting 會議主席		
Present 出席人		
Present 出席人		
Present 出席人		
Present 出席人		
Present 出席人		
Present 出席人		

Notice and Quorum 通知書及法定人數

The requisite notices having been given and a quorum being present and throughout the meeting, Chairman of the meeting declared the meeting duly constituted. 有關通知已按要求發出，且與會人數在整個會議期間均符合會議法定人數的要求，會議主席宣佈會議有效。

Declaration of interest 權益披露

The directors of the Company present declared their interests in the matter before the Meeting and it was noted that they did not have any interest in such matter. 與會董事申報對本次會議討論的事項的權益。與會董事並對本次會議討論事項沒有任何個人權益。

Purpose of the Meeting 會議目的

The purpose of the Meeting is to discuss the opening of Securities Cash/Securities Margin/Stock Options/Futures/Asset Management Account(s) ("the Account(s)") of the Company with BOCOM International Securities Limited and/or BOCOM International Asset Management Limited ("BOCOM"). 本次會議的目的是討論以本公司名義在交銀國際證券有限公司/交銀國際資產管理有限公司(下稱 "交銀國際") 開立並維持證券現金/證券保證金/股票期權/期貨帳戶及/或資產管理帳戶(下稱 "帳戶")。

Resolutions 決議

IT WAS RESOLVED 決議通過:

- (a) That Securities Cash/Securities Margin/Stock Options/Futures/Asset Management Account(s) ("the Account(s)") be opened and maintained in the name of the Company with BOCOM for the purpose of trading of securities cash/ securities margin/stock options/futures contracts and other dealings ("Trading") and/or asset management as the Company may instruct BOCOM as its agent to effect from time to time on behalf of the Company, and that the Account(s) and all Trading and/or asset management be effected subject to and in accordance with the terms and conditions under the securities cash/securities margin/ stock options/futures/asset management Client' s Agreement entered into between the Company and BOCOM in respect of the Account(s);

以本公司名義在交銀國際開立並維持證券現金/證券保證金/股票期權/期貨合約的交易帳戶/資產管理帳戶(下稱 "帳戶")，以便以交銀國際為代理人代本公司處理證券買賣、保管及各項證券現金/證券保證金/股票期權/期貨合約及其他交易(下稱 "交易")及/或資產管理，而該等交易/資產管理由本公司及交銀國際就帳戶簽訂的證券現金/證券保證金/股票期權/期貨/資產管理客戶協議書之條款及條件規限；

- (b) The following person(s) is / are appointed as signing officer of the Company. **Any _____ of the signing officers or/ and any director of the company can act on behalf of the Company:** (i) to sign, execute and deliver all agreements and documents in relations to the Account(s); and (ii) to sign instruction to transfer / withdraw any money, securities, collateral or other property into or out of the Account(s), and deal with all settlement matters in relation to the Account(s):
 授權下列人士為帳戶授權簽署人，**任何 _____ 位授權簽署人** 或/ 及任何一位董事可代表本公司: (i) 簽署、簽訂及交付與帳戶相關之所有協議或文件; 及 (ii) 簽發指令從 / 向帳戶提取 / 轉帳任何資金、證券、抵押品或其他資產，及處理所有與帳戶結算相關之事宜。

<u>Name 姓名</u>	<u>I.D. Card / Passport No. 身份證/護照號碼</u>	<u>Specimen Signature 簽名式樣</u>	<u>Telephone Number & E-mail Address 電話號碼 及電郵地址</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- (c) The following person(s) is / are appointed as trading officer and authorized to give trading instructions (Whether verbally, electronically, in writing or otherwise) for and on behalf of the Company:
 下列人士被授權為本公司帳戶的交易人，並代表本公司進行買賣 (包括透過以口頭、電子、書面或其他方式) :

<u>Name 姓名</u>	<u>I.D. Card / Passport No. 身份證/護照號碼</u>	<u>Specimen Signature 簽名式樣</u>	<u>Telephone Number & E-mail Address 電話號碼 及電郵地址</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

There being no further business, the Meeting was declared closed. 沒有其他事宜，會議宣佈結束

 Chairman of the meeting 會議主席:

