

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) (“Accounts”) 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) (“帳戶”) 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：

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 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。
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.  
該擔保書持續有效，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。
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。

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免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。
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 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。
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跟匯票、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 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。
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.  
由於公司法條令的修改和修訂或者任何法令的修改而引起公司破產行爲，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 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 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 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。
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抵押權。
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。
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 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。
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. The provision of guarantee by the Guarantor is one-off in nature and the Guarantor does not "carry on a business" of providing guarantee or financial accommodation that amount to Type 8 regulated activities under the Securities and Futures Ordinance. The Guarantor confirms that the Guarantor has not received any benefit or make a profit from the client in return for providing such guarantee.  
擔保人提供的擔保為一次性的，並沒有經營提供擔保或財務通融業務從而構成進行證券及期貨條例下的第 8 類受規管活動。擔保人確認擔保人沒有就提供擔保而從客戶處得到任何利益或賺取利潤。
26. 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。
27. 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。
28. 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_