

DEED OF GUARANTEE

擔保書

To: **JMC Capital HK Limited ("JMC")**

Rm2709, 27/F, China Insurance Group Building, 141

Des Voeux Road Central, Central, Hong Kong

致： **富喬鑫資本（香港）有限公司（以下簡稱「富喬鑫」）**

香港中環德輔道中141號中保集團大廈27樓2709室

Date 日期： _____

Name of Guarantor 擔保人姓名： _____

ID / Incorporation No. 身份證/註冊號碼： _____

Address of Guarantor 擔保人地址： _____

Name of Client 客戶姓名： _____

In consideration of JMC's having agreed to open or continue to provide a securities trading account ("Account") and from time to time making advances or giving credit or granting time to above-named client of JMC (hereinafter referred to as "Principal") under and in accordance with the terms and conditions in the Client Agreement for Securities Trading signed by the Principal (together, the "Agreement"), the Guarantor, being the undersigned, do hereby guarantee to JMC that the Principal will observe and perform the covenant terms and conditions on the part of the Principal under the Agreement and the Guarantor hereby agrees and covenants with JMC and declares as follows:

我/我們（以下稱為「擔保人」）考慮到富喬鑫為上述客戶（以下稱為「委托人」）開設或繼續提供證券交易帳戶，及經常根據委托人簽字的證券交易客戶協議規範協定（總稱為「上述協定」），向委托人借款，提供信貸，或提供延期，擔保人在此向富喬鑫擔保，委托人一定會遵守和執行上述協定的條款和規定，擔保人在此同意並與富喬鑫訂立契約，並且宣佈：

1. The Guarantor will fully indemnify and save JMC harmless from any and all damages which JMC may suffer on the Account of the Principal's default in the observance and performance of the covenants terms and conditions contained in the Agreements or any of them.

擔保人將完全彌償富喬鑫因委托人不遵守和執行上述協定或其中任何一個協定的條款和規定時所造成的損害。

2. The Guarantor will on demand pay JMC and hereby guarantees the repayment to JMC on demand of all sums of money which now are or shall hereafter become due to JMC from the Principal in respect of any transaction in the account of the Principal at JMC with all interest, costs, commission and other charges and expenses which JMC may charge against the Principal and all costs, charges and expenses which JMC may incur in enforcing or obtaining payment of the sums of money due to JMC

from the Principal. It shall not be necessary for JMC to make any demand on or take any action against the Principal before making any demand on or recovering payment from the Guarantor.

擔保人會根據富喬鑫的要求，向富喬鑫付款並且在此保證償還委托人應向富喬鑫支付的款項，以及所有的利息、佣金和富喬鑫可能在業務中向委托人收取的其他費用，以及富喬鑫為促使委托人還款或試圖讓其還款的過程中所支出的各項費用。在富喬鑫向擔保人提出彌償要求前不必先向委托人提出任何索償行動。

3. This guarantee shall continue in force and be a continuing guarantee and shall be applicable to the whole outstanding balance that may become due to JMC from the Principal.

此項擔保持續有效，是一份持續性擔保書，適用於委托人應向富喬鑫支付款項的所有餘額。

4. As separate, independent and alternative stipulations, the Guarantor unconditionally and irrevocably agrees that any sum which, although expressed to be payable by the Principal under the Agreement is for any reason (whether or not now existing and whether or not now known or becoming known to any party to the Agreement) not recoverable from the Guarantor on the basis of a guarantee, JMC shall nevertheless be recoverable from it as if it was the sole principal debtor and shall be payable by it to JMC on demand.

作為獨立、分開及另外的條款，擔保人無條件及不可撤銷地同意任何款項（雖然根據上述協定表述為應由客戶所支付）如因為任何原因（不論該原因現時是否存在或是否現時或將會由上述協議的任何一方所知悉）而未能根據擔保的理由向擔保人討回，則有關款項仍無論如何可從擔保人討回，猶如擔保人是該等款項的唯一主要債務人，擔保人並須應富喬鑫的要求向富喬鑫支付該等款項。

5. The Guarantor represents and warrants to and for the benefit of JMC as follows:

- It has the power to enter into, to exercise its rights and to comply with its obligations under this Guarantee.
- All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order:
 - to enable the Guarantor lawfully to enter into, exercise its rights and to comply with its obligations under this guarantee;
 - to ensure that those obligations are valid, legally binding and enforceable; and
 - to ensure that those obligations rank and will at all times rank at least equally and rateably in all respects with all its other unsecured indebtedness except for such unsecured indebtedness as would, by virtue only of the operation of law, be preferred in the event of its winding-up, dissolution or bankruptcy, have been taken, fulfilled and done.
- Its entry into and / or the compliance with its obligations under this Guarantee does not and will not violate or exceed any borrowing or other power or restriction granted or imposed by any law to which it is subject or its constitutional documents, or result in the existence of, or oblige it to create, any security over its assets.
- The representations and warranties as given in this Clause are correct and complied with in all respects so long as any sum remains payable under the Agreement as if repeated then by reference to the then existing circumstances.

擔保人向富喬鑫及為富喬鑫的利益作出以下陳述及保證：

- 擔保人有權訂立本擔保書，以及有權力行使其有關權利並且執行及遵守其根據本擔保書的責任。

- 任何達致以下目的而須採取、滿足及完成的所有行動、條件或事物（包括取得任何所需的同意）已經被採取、滿足及完成：
 - 令擔保人合法地訂立本擔保書及行使其根據本擔保書之下的權利並且執行及遵守本擔保書的責任；
 - 以確保該些責任是有效的、具法律約束力的及可強制執行的；及
 - 以確保該些責任的級別及在任何時候其級別最少在所有情況下相等於及等同於其所有其他的非擔保債務（但根據法律運作當其清盤、解散或破產時獲優先看待的其他非擔保債務則除外）。
- 擔保人訂立本擔保書及/或履行或遵守本擔保書之下責任，現時不會及將來亦不會違反或超過根據其受約束的法律或其組成檔所授予或施加的任何借貸或其他權力或限制，或導致擔保人的資產存在或令擔保人有責任對其資產作出任何保證。
- 只要根據上述協定仍有任何款項需予支付，此第 5 條所載的每項陳述及保證在所有方面而言都會是正確和獲得遵守的，猶如在參照當時的情況下予以重複一樣。

6. Except to the extent required by law, all sums payable by the Guarantor under this Guarantee shall be paid free of any restriction or condition and free and clear of and without any deduction or withholding, whether for or on account of tax, by way of set-off or otherwise and any payment made shall be grossed up as necessary to achieve the same.

除法律另有規定者外，擔保人根據本擔保書支付的所有款項必須不附帶任何限制或條件，以及不得計及任何扣除或預扣的款項，不論有關扣除或預扣是否為著稅務理由，或由於抵銷或其他原因所作出，以及擔保所支付的任何款項須作出所需的總計以達至上述要求。

7. On each date on which any sum is due from the Guarantor it shall make that sum available to JMC, by payment in HK\$ or, at other currencies as specified by JMC under the Agreement. Payment shall be made in immediately available funds to the account as specified by JMC.

在每個到期付款的日子，擔保人須向富喬鑫提供有關的即時可動用款項，以港幣或由富喬鑫酌情決定根據上述協定所指定的有關款項的貨幣，將該款項支付入富喬鑫所指定的帳戶之內。

8. The Guarantor agrees to pay interest to JMC, at the interest rate applicable under the Agreement to overdue sums, on all sums demanded under this Guarantee from the date of JMC's demand or, if earlier, the date on which the relevant damages, losses, costs, liabilities or expenses arose in respect of which such demand has been made until the date of receipt of such sums by JMC (both before and after judgment) at such rate of interest applicable under the Agreement to overdue sums.

擔保人同意如擔保人未能如期向富喬鑫償還根據本擔保書所要求清還的任何款項，擔保人將會為該筆過期的款項支付利息。有關利息將會由富喬鑫作有關要求的日期起計，或如較早的話，由有關要求所涉及的賠償、損失、成本費用、債務或開支產生的當日起計，直至富喬鑫收回該等款項為止（在取得裁決之前及之後），並依照上述協議就過期未付的款項而徵收的利息率計算有關利息。

9. The Guarantor authorizes JMC to apply (without prior notice) any credit balance (whether or not then due) to which the Guarantor is at any time beneficially entitled on any account at, any sum held to its order by and/or any liability to it of, JMC in or towards satisfaction of any sum then due from it to JMC under this Guarantee and unpaid and, for that purpose, to convert one currency into another.

擔保人授權富喬鑫在毋須給予事先通知的情況下，將擔保人在富喬鑫的帳戶中實益擁有的款項結餘（不論當時是否到期）或將富喬鑫須按其指示所持有的任何款項或向其負責的債務動用，藉以支付其根據本擔保書所虧欠富喬鑫而仍未付還的款項。為達至該目的，擔保人並且授權富喬鑫將有關款項由一種貨幣轉換成另一種貨幣。

10. Where the Guarantor consists of more than one person the liability of the Guarantor hereunder shall be deemed to be the joint and several liabilities of such persons.

當擔保人是由幾個人共同組成時，擔保人所承擔的責任被視為這幾個人的個別及共同責任。

11. 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. 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 JMC notice in writing to determine this guarantee at a date not less than three calendar months after the receipt by JMC of such notice. This guarantee shall cease with respect to all future transaction after the determination date. However, the Guarantor shall remain liable to the extent of the amount due to JMC from the Principal at the same date with interest and for such costs and expenses as aforesaid.

此項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。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富喬鑫終止擔保，確定從富喬鑫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托人應付給富喬鑫的款項和利息以及上述成本和費用仍然承擔償付責任。

12. 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 JMC from the Principal in respect of any transaction entered into prior to the date of this guarantee under the provision of Clause 11.

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 11 條規定的擔保終止日之前發生的交易造成的委托人對富喬鑫的應付款承擔責任。

13. It shall be lawful for JMC 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 Account with the Principal. No money thereafter paid into such Account 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.

即使富喬鑫收到終止擔保的通知，或者已向擔保人提出償還擔保的款項的要求，富喬鑫仍可合法地繼續使用委托人的現有帳戶或為委托人開立一個或多個新帳戶，此後支付到這個或這些帳戶中的款項不能被撥付以償還之前被擔保的款項，除非支付人在支付款項時直接表明該筆款項用於有關用途。

14. The bankruptcy or insolvency of the Principal shall not affect or determine the liability of the Guarantor under this guarantee but such liability shall continue in full force and effect until JMC shall have been repaid all monies due to JMC from the Principal immediately before the bankruptcy or insolvency of the Principal.

根據該擔保書，委托人破產或喪失清償能力不影響或終止擔保人的債務責任，當委托人在破產或喪失清償能力之前發生的對富喬鑫的應付款被完全清償之前，這些債務持續完全有效。

15. This guarantee shall not be revocable or discharged or impaired by the winding up of the Principal or by any change in the constitution of the Principal.

此項擔保不因委托人的業務終結或章程修改而被撤回、撤銷或削弱。

16. So long as there are any monies outstanding under the Principal's Account with JMC, this guarantee shall be irrevocable and binding as a continuing security on the Guarantor, the Guarantor's assigns, executors and administrators.

只要在委托人的帳戶上還有未清償的應支付給富喬鑫的款項，該擔保書就不可撤銷並具有約束力，它是擔保人、擔保人的受讓人、遺產執行人和遺產管理人作出的持續性保證。

17. This guarantee and JMC's rights under it shall be in addition to and shall not be affected or prejudiced by JMC's holding or taking any other or further securities which JMC may now or hereafter hold from or on Account of the Principal or by JMC's varying, releasing or omitting or neglecting to enforce any such securities or by JMC's varying or determining any credit to the Principal or by JMC'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 Principal 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 JMC.

此項擔保和富喬鑫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，即富喬鑫現在或今後從委托人處獲得或以委托人的名義而獲得其他或更多擔保，富喬鑫修改、放棄、刪除或忽略這些擔保的實施，或者富喬鑫修改或終止對委托人的債權，或者富喬鑫將持有的匯票、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上述客戶或者對匯票、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定或接受妥協方案。

18. All dividends compositions and monies received by JMC from the Principal or from the assets of the Principal capable of being applied by JMC in reduction of the indebtedness of the Principal shall be regarded for all purposes as payments of the amount due. The Guarantor's right to subrogate JMC in respect thereof shall not arise until JMC shall have received the full amount of JMC's claims against the Principal.

富喬鑫從委托人處或其資產中收取的所有紅利組合及款項，都應該視為對富喬鑫的償還，直至富喬鑫從委托人處取回所有欠款後，本人才有權利取代富喬鑫向委托人追討。

19. No assurance, security or payment may be avoided under any enactment relating to insolvency under the provisions of the Companies Ordinance (Cap.32). 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 JMC's right to recover from the Guarantor to the full extent of this guarantee.

所有保證、擔保或支付的承諾，不會受到《公司條例》(香港法例第 32 章)的修改和修訂而引起的無力償還行為所影響。任何保證、擔保或支付下的付款，都不能損害或影響富喬鑫按本擔保書向擔保人追討全數欠款的權利。

20. JMC shall be at liberty but not bound to resort for JMC's own benefit to any other means of payment at any time and in any order JMC thinks fit without thereby diminishing the liability of the Guarantor. JMC may put this guarantee in force either for the payment of the outstanding 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.

富喬鑫有自由且不受限制地為了自己的利益而隨時以富喬鑫認為合適的方式獲得償還，而擔保人的債務責任並不會因此而減輕。富喬鑫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。

21. Any Account stated by JMC and the Principal or on his behalf may be adduced by JMC and shall be accepted by the Guarantor as conclusive evidence of the amount due from the Principal to JMC. Any

payment to JMC by the Principal on Account of his liability whether for advances or interest or charges and any acknowledgement by acquiescence in Account or otherwise by or on behalf of the Principal of such liability shall operate as an acknowledgement of the liability of the Guarantor according to the terms thereof.

富喬鑫和委托人或代表其利益的其他人之間確認的帳戶，擔保人必須將其作為委托人對富喬鑫的應付款帳戶目的確鑿證據並且加以接受。委托人或他人代表委托人向富喬鑫償還的任何款項，不論是貸款、利息還是費用，以及委托人或代表其利益的其他人默許認可的應付款，根據擔保書的條款規定，都表示擔保人對該責任的認可。

22. A certificate by an officer of JMC as to the money and liabilities for the time being due to JMC from the Principal shall be conclusive evidence in any legal proceedings against the Guarantor.

富喬鑫管理者提供的關於委托人對富喬鑫的債務欠款證明，在任何對抗擔保人或擔保人中的任何一人的法律程序中應該作為確鑿證據。

23. Any indebtedness of the Principal now or hereafter held by the Guarantor is hereby subordinated to the indebtedness of the Principal to JMC. Such indebtedness of the client to the Guarantor if JMC so require shall be collected, enforced and received by the Guarantor as trustee for JMC and be paid over to JMC on Account of the indebtedness of the client to JMC but without reducing or affecting in any manner the liability of the Guarantor under the other provisions of this guarantee.

現在和今後委托人對擔保人的欠債，皆從屬於委托人對富喬鑫的債務。委托人對擔保人的債務應該由擔保人以富喬鑫信託人身份從委托人處收款、執行和收回，然後根據委托人對富喬鑫的債務支付給富喬鑫，但是這並不應該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。

24. JMC 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 JMC on any Account.

只要還有欠款未還清，富喬鑫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。

25. No failure on the part of JMC to exercise, and no delay on its part in exercising, any right or remedy contained in this guarantee shall affect or discharge the liability of the Guarantor, or operate as a waiver thereof, nor with any single or partial exercise of any right or remedy preclude any other or further exercise of that or any other right or remedy. The rights and remedies provided in this Guarantee are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

即使富喬鑫未有或延遲執行擔保書中的任何權利或補救，亦不會構成解除擔保人的責任的藉口或構成任何有關這方面的寬免，而任何單獨或部份地行使有關權利或補救的方式，亦不會限制富喬鑫日後行使或進一步行使有關或其他權利或補救。本擔保書所述的權利及補救是累積的，並且不會排除任何其他權利或補救（不論是否由法律所規定）。

26. This guarantee shall continue notwithstanding the death of the Principal.

本擔保書不會因為委托人死亡而終止。

27. Notwithstanding that the Principal is a committee or association or other unincorporated body which has no legal existence, this guarantee shall be valid and binding on the Guarantor and have effect as though the Guarantor and Principal were joint and several Principal debtors.

不論委托人是不是沒有法人資格或於法律其不存在，本擔保書對擔保人仍然有效及有約束力，就好像擔保人與委托人有共同和個別的責任。

28. This guarantee shall continue to bind the Guarantor notwithstanding any amalgamation that may be effected by JMC with any other company or companies, person or persons or notwithstanding any reconstruction by JMC involving the formation of and transfer of all or any of JMC's assets to a new company or notwithstanding the sale of all or any part of JMC's undertaking and assets to another company whether the company or companies with which JMC amalgamate or the company to which JMC transfer all or any of JMC's assets either on a reconstruction or sale as aforesaid shall or shall not differ in their or its objects character and constitution from JMC 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 JMC 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 JMC.

此項擔保書仍然對擔保人有約束力，即使富喬鑫可能和其他公司或數個公司、個人或幾個人發生合併，或者富喬鑫進行結構重組，並把富喬鑫所有或一部分的資產轉移給新公司，或者富喬鑫把企業或資產的全部或部分賣給其他企業，不論上述與富喬鑫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富喬鑫相同，擔保人的意圖是該擔保書仍然在有利於富喬鑫的所有方面保持有效，該擔保書的利益和所有授予富喬鑫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富喬鑫，而是這個或這幾個公司、這個或這幾個人。

29. A notice or communication will be deemed to have been duly given and received:-

- pursuant to this guarantee a notice by JMC may be served by post, personal delivery or facsimile transmission and shall be deemed to have been duly served if by post on the day of (its subsequent return or non-delivery notwithstanding) and if by personal delivery or facsimile transmission at the time on the day of such personal delivery or facsimile transmission if addressed to the Guarantor or the legal representative(s) of the Guarantor at the last known address or the facsimile number according to its record.;
- a notice by the Guarantor may be served by post, personal delivery or facsimile transmission at the registered office or last known address of JMC but shall not be deemed to have been duly served unless and until actual receipt of such post, personal delivery or facsimile transmission by JMC.

通知或訊息將被視為合法發出與接收：

- 就根據本擔保書由富喬鑫發出的通知要求可以以郵遞、專人送遞或傳真方式送達。如以郵遞方式發出，則於投寄當日已視作有效地送達（儘管其後該郵件由於未能送達而被退回）；如以專人送遞或傳真方式發出予擔保人、其法律代表於富喬鑫記錄所載及最後所知的地址或傳真號碼，則在該專人送遞或傳真發出當日已視為有效地送達；
- 擔保人發出或提出的通知可採用郵遞、專人送遞或傳真方式將其送達至富喬鑫註冊地址或富喬鑫最後獲知的本行地址。除非及直至富喬鑫實際上收到該郵遞、專人送遞或傳真，否則不應被視為有效送達。

30. 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 JMC's behalf.

擔保人理解和同意，除非以書面形式由富喬鑫簽署，本擔保書中的所有條款和規定不能被放棄、更改、修飾或修訂。

31. The Guarantor confirms that the Guarantor has received and read the English and Chinese versions of this Guarantee. The Guarantor also confirms that it understands and accepts the terms as specified in this Guarantee. The English version of this Guarantee shall prevail in case of any discrepancy between the Chinese version and the English version of this Guarantee.

擔保人確認其已收到及閱讀本擔保書的中、英文版本並接納本擔保書的條款。如本擔保書中、英文版本有任何分歧，概以英文版本為準。

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

本擔保書的任何條文如根據任何司法區的法律是不合法、不能生效或無法強制執行的亦不會影響其在任何其他司法區法律之下的合法性、效力或可強制執行性，亦不會影響其他條文的合法性、有效性及可執行性。

33. This guarantee and all rights, obligations and liabilities hereunder shall be governed by and interpreted in accordance with laws of the Hong Kong Special Administrative Region and I/we agree to submit to the non-exclusive jurisdiction of the Hong Kong Courts.

此項擔保書及其之下的權利、義務及責任受香港特別行政區法律的約束和解釋，擔保人同意接受香港法院的非獨占性司法管轄權的約束。

Individual Guarantor(s)

個人擔保人

Signed, Sealed, and Delivered)
簽署、蓋印並送交)

a Deed by the Guarantor)

in the presence of :) _____
(Guarantor's Signature 擔保人簽署)

(Witness' Signature 見證人簽字)

(Name of Witness 見證人姓名)

(For Corporate guarantor, please also provide documents for corporate account opening that included the identity document and address proof of the undersigned director. 若為公司擔保人，請也提供公司開戶文件包括以下簽署的董事之身份證明及住址證明。)

Corporate Guarantor

公司擔保人

SEALED with the Common Seal of the)
Guarantor and Signed by)
公司的法團公章現在公司)
的董事及董事／秘書面前蓋上。)

(Signature of Director 董事簽署)

_____, a director and)
(董事姓名)

_____, a director / secretary)
(董事/秘書姓名)

(Signature of Director/Secretary 董事／秘書簽署)

In the presence of

(Witness' Signature 見證人簽字)

(Name of Witness 見證人姓名)