

擔保書 Guarantee

致：金聯證券有限公司

我/我們 _____ (以下稱為“擔保人”)香港身份證/公司註冊證/商業登記證號碼

_____ 住宅/註冊地址 _____

考慮到金聯證券有限公司 (“金聯證券”)按照我/我們的要求為帳戶 _____ (客戶名稱)

其公司註冊證 / 商業登記證號碼為 _____ 其註冊地址 _____

_____ (以下稱為“委託人”)

開戶、經常預付、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及金聯證券與委託人之間的客戶協議書規範協定(總稱為“上述協定”)，我/我們在此向金聯證券(表達中包括金聯證券的繼承人和受讓人)擔保，委託人一定會遵守和執行上述協定的條款和規定，我/我們在此同意並與金聯證券訂立契約，並且宣佈：

I/we _____ holder of HKID number/C.I./B.R. Number _____

_____ (“Guarantor”) _____

residential/registered address in consideration of Goldlink Securities Limited (“Goldlink”) having at my/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 C.I./B.R. Number _____

at the registered address of _____

(“Principals”) under and in accordance with the terms and conditions in the Client’s Agreement signed between Goldlink and the Principals (the “Said Agreements”) DO HEREBY GUARANTEE to Goldlink (which expression shall include Goldlink’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/WE HEREBY AGREE AND COVENANT with Goldlink and DECLARE as follows :-

1. 完全賠償和保護金聯證券不受任何由於委託人在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犯過錯而造成的損害。
Fully to indemnify and save Goldlink harmless from any and all damages which Goldlink may suffer on Accounts of the Principals’ default in the observation and performance of the covenants terms and conditions contained in the Said Agreements of any of them.

2. 擔保人會根據金聯證券的要求向金聯證券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金聯證券支付的款項，金聯證券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、佣金和金聯證券可能在業務中向委託人收取的其他費用，以及金聯證券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。在金聯證券向我/我們提出要求或從我/我們這裏獲得償還之前不必先向委託人提出要求或採取任何行動。
The Guarantor will pay Goldlink on demand and hereby guarantees the repayment to Goldlink on demand of all sums of money which now are or shall hereafter become due to Goldlink from the principals either alone or in conjunction with any other corporation or corporations, person or persons or which Goldlink 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 Goldlink may in the course of Goldlink’s business charge against the Principals and all costs, charges and expenses which Goldlink may incur in enforcing of obtaining payment of the sums of money due to Goldlink from the Principals either alone or in conjunction as aforesaid of attempting so to do. It shall not be necessary for Goldlink to make any demand on or take any action against the Principals before making any demand on or recovering payment from me/us.

3. 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金聯證券支付款項的所有最終餘額。
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 Goldlink from the Principals either alone or in conjunction as aforesaid.

4. 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。
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.

5. 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金聯證券終止擔保，確定從金聯證券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金聯證券的款項和利息以及上述成本和費用仍然承擔償付責任。
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 Goldlink notice in writing to determine this guarantee and at a date not less than three calendar months after the receipt by Goldlink 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 Goldlink from the Principals at the same date with interest and for such costs and expenses as aforesaid.

6. 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金聯證券的應付款承擔責任。
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 Goldlink from the Principals in respect of any Transaction entered upon prior to the date when this guarantee cease under the provision of Clause 5.

7. 當金聯證券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，金聯證券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時直接表明該筆款項用於撥付。
It shall be lawful for Goldlink 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 express directly by the person paying the same at the time of such payment to be so appropriated.

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 Goldlink from the Principals in respect of any Transaction entered upon prior to the date when this guarantee cease under the provision of Clause 5.

7. 當金聯證券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，金聯證券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時直接表明該筆款項用於撥付。
It shall be lawful for Goldlink 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 express directly by the person paying the same at the time of such payment to be so appropriated.

8. 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金聯證券的應付款被完全清償之前，這些債務持續完全有效。

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 Goldlink shall have been repaid all monies due to Goldlink from the Principals immediately before the bankruptcy or insolvency of the Principals.

9. 該擔保不因委託人的業務終結或章程修改而被撤回、撤消或削弱。

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.

10. 只要在委託人的帳戶上還有如上所述未清償的應支付給金聯證券的款項，該擔保書就不可撤消並具有約束力，它是我/我們、我/我們的受讓人、遺產繼承人和私人代表作出的持續性保證，可以因金聯證券、金聯證券的繼承人、受讓人(和公司)遺產管理人的利益而發生和被執行。

So long as there are any monies outstanding under the Principals' Accounts with Goldlink as herein above referred to the guarantee shall be irrevocable and binding as a continuing security on me/us, my/our assigns, executors and administrators and shall incur to the benefit of, and be enforceable by Goldlink, Goldlink's successors, transferees, assigns, and administrators.

11. 該擔保和金聯證券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，即金聯證券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，金聯證券修改、放棄、刪除或忽略這些擔保的實施，或者金聯證券修改或終止對委託人的債權，或者金聯證券將持有的匯票、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定或接受妥協方案。

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

12. 金聯證券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，都應該視為對金聯證券的償付，我/我們的相應權利被金聯證券取代，直至金聯證券從委託人處全數收回所有的權利。

All dividends compositions and monies received by Goldlink 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 Goldlink in reduction of the indebtedness of the Principals shall be regarded for all purposes as payments in gross and my/our right to be subrogated to Goldlink in respect thereof shall not arise until Goldlink shall have received the full amount of Goldlink's claims against the Principals.

13. 由於公司法條例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，以及可能放棄或撤消任何這樣的保證、擔保或支付都不能損害或影響金聯證券從擔保人處完全獲得擔保書中的權利。

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 Goldlink's right to recover from the Guarantor the full extent of this guarantee.

14. 金聯證券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金聯證券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，金聯證券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、擔保或支付償清對金聯證券的應付款，就不必給予擔保人從其他償還方式中獲得的利益。

Goldlink shall be at liberty but not bound to resort to Goldlink's own benefit to any other means of payment at any time and in any order Goldlink think fit without thereby diminishing the liability of the Guarantor and Goldlink 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 Goldlink.

15. 金聯證券可以引證金聯證券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金聯證券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金聯證券償還的任何款項，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。

Any Accounts settled between or stated by Goldlink and the Principals or on his behalf may be adduced by Goldlink and shall be accepted by the Guarantor as conclusive evidence of the amount thereby appearing to be due from the Principals to Goldlink and any payment to Goldlink by or on behalf of the Principals on Accounts of his 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.

16. 貴公司管理者提供的委託人對金聯證券的債務在當時到期或發生的證明在任何對抗我/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。

A certificate by an officer of Goldlink's Company as to the money and liabilities for the time being due or incurred to Goldlink from or by the Principals shall be conclusive evidence in any legal proceedings against me/us or any of us against our personal representatives.

17. 現在和今後委託人對擔保人的債務因而由此從屬於委託人對金聯證券的債務，如果金聯證券提出要求，委託人對擔保人的債務應該由擔保人作為受託管理人為金聯證券從委託人處收款、執行和收回，然後根據委託人對金聯證券的債務轉付給金聯證券，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。

Any indebtedness of the Principals now or hereafter held by the Guarantor is hereby subordinated to the indebtedness of the Principals to Goldlink and such indebtedness of the Principals to the Guarantor if Goldlink so require shall be collected enforced and received by the Guarantor as trustee for Goldlink and be paid over to Goldlink on Accounts of the indebtedness of the Principals to Goldlink but without reducing or affecting in any manner the liability of the Guarantor under the other provision of this guarantee.

18. 只要還有欠款未還清，金聯證券就對擔保人在貴公司任何帳戶上現在和今後的存款享有扣押權。

Goldlink 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 Goldlink on any Accounts.

19. 金聯證券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。

Nothing done or omitted by Goldlink in pursuance of any authority or permission contained in this guarantee shall not affected or discharge the liability of the Guarantor under it.

20. 不論委託人是否死亡，或者他擔任任何合夥人或合夥人們，或者在他的公司中經常發生變化，該擔保書都保持有效。

This guarantee shall continue notwithstanding the death of the Principals or the assumption by him of any partner or partners or any change,

which may from time to time take place in his firm.

21. 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/我們有約束力，就好像我/我們是連帶主債務人。

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/us and have effect as though I/we were joint and several Principals debtors.

22. 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，直到金聯證券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，且適用於老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。

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 Goldlink 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 debt and liabilities of the old firm shall apply to all money and liabilities due or incurred to Goldlink from or by the new firms thereby constituted as though there had been no change in the firm as previously constituted.

23. 該擔保書仍然對擔保人有約束力，即使金聯證券可能和其他公司或數個公司、個人或幾個人發生合併，或者金聯證券結構重組，並把金聯證券所有或一部份的資產轉移給新公司，或者金聯證券把企業或資產的全部或一部份賣給其他企業，不論上述與金聯證券合併的公司和因為重組或出售使得全部或部份資產轉移至的新公司在公司目標、特點和章程上是否與金聯證券相同，擔保人的意圖是該擔保書仍然在有利於金聯證券的所有方面保持有效，該擔保書的利益和所有授予金聯證券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金聯證券，而是這個或這幾個公司、這個或這幾個人。

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

24. 根據該擔保書要求提供和製作的通知應該提供和製作，並留給金聯證券一份，或通過電傳送給金聯證券，或用預付信封郵寄到金聯證券的註冊辦公室或所知道的最新住所，提供和製作的通知應該視作在以上述方式發送的當天或者郵寄的第二天提供和製作的。

Any notice required to be given or made under this guarantee may be given or made by leaving the same or sending it through facsimile or sending it through the post in a prepaid envelope addressed to Goldlink's registered office or last known place of abode and a notice so given or made shall be deemed to be given or made on that day it was so left or the day following that on which it is posted as the case may be.

25. 我們理解和同意，除非以書面形式由金聯證券或代表金聯證券利益的人簽字，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。

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 Goldlink's behalf.

26. 我/我們_____在金聯證券開立及維持一個個人/公司證券戶口，戶口號碼_____，戶口內所有股票及現金結存均視作是次擔保抵押品。

I/we _____ hereby agree to open and maintain an Individual/Company Securities account with Goldlink, account no. _____, all stocks and cash under this account will be deemed as collateral.

27. 該擔保書受香港特別行政區法律的約束和解釋，我/我們接受香港特別行政區法院的司法管轄。

This guarantee shall be governed by and interpreted in accordance with the laws of the Special Administrative Region of Hong Kong and I/we accept the jurisdiction of the Hong Kong Courts.

日期 Date: _____年_____月_____日 (YYYY/MM/DD)

在見證下，作為契約由擔保人簽名、密封和傳送

Signed, Sealed and Delivered as a Deed by the Guarantor in the presence of:

(見證人簽字 Signature of Witness)

(擔保人簽字/公司鋼印 Signature of Guarantor with Company Seal)

見證人姓名：
Name of Witness:

擔保人姓名：
Name of Guarantor:

見證人香港身份證：
HKID No. of Witness:

擔保人香港身份證/公司註冊證/商業登記證號碼：
HKID/CI/BR No. of Guarantor:

見證人地址：
Address of Witness:

擔保人住宅/註冊地址：
Residential/Registered Address of Guarantor:

*擔保人須提供香港身份證/公司註冊證/商業登記證副本