



DEED OF GUARANTEE & INDEMNITY

擔保及彌償保證契據

THIS DEED IS AN IMPORTANT LEGAL DOCUMENT. BEFORE SIGNING THIS DEED, YOU SHOULD READ THIS DEED CAREFULLY. BY ENTERING INTO THIS DEED, YOU ARE AGREEING TO BE PERSONALLY RESPONSIBLE FOR THE PERFORMANCE OF THIRD PARTY OBLIGATIONS TO MOUETTE SECURITIES COMPANY LIMITED. YOU WILL BE BOUND TO PAY AND PERFORM EVEN THOUGH THE THRID PARTY IS NOT SO BOUND AND/OR IS INCAPABLE OF SUCH PERFORMANCE. IF YOU ARE IN ANY DOUBT ABOUT THIS DOCUMENT OR OTHERWISE, YOU SHOULD CONSULT YOUR SOLICITOR OR OTHER PROFESSIONAL ADVISOR.

本契約是重要的法律文件。在簽署本契約之前，閣下應該仔細閱讀本契約。一經簽署本協議，即表示 閣下同意以個人名義負責履行第三方對海盈證券有限公司。即使第三方並無受約束而須付款及／或未能履約，閣下仍須付款及履約。倘 閣下對本文件或其他方面有任何疑問，應當諮詢 閣下的律師或其他專業顧問。

Now this Deed Witnesseth as Follows 茲本契據證明如下：

1. The undersigned _____ (the "Covenantor") of _____ is entering into this Deed in consideration of your at the Covenantor's request granting and/or continuing to make available advances, loans, margin facilities or other financial accommodation for so long as you may think fit to _____ (the "Client") of _____.

鑒於閣下應契諾人的要求同意及/或持續向_____ (「客戶」), 其地址為 _____, 提供墊款、貸款、保證金融資或閣下可能認為適宜的其他財務融通, 簽署人_____ (「契諾人」), 其地址為 _____, 現特此訂立本契據。
2. The Covenantor as primary obligor and not merely as surety hereby irrevocably and unconditionally guarantees the due and punctual discharge by the Client to you of all of its liabilities and obligations of whatever nature (which shall, for the avoidance of doubt, include its liabilities to pay damages, agreed or otherwise), which are now or may at any time hereafter be or become from time to time due or owing to you by the Client anywhere, or in respect of which the Client may be or become liable to you, whether on any account or otherwise in any manner whatsoever (in all cases whether alone or jointly or jointly and severally with any other person, and in whatever style, name or form, and whether as principal or surety) (the "Guaranteed Obligations"), in each case at the time, in the place and in the manner required of the Client, and including (without limitation) the amount of any loans, acceptances, deferred payments or other credits or advances made to the Client or others, for the accommodation or at the request of the Client, and of any notes or bills, made, accepted, endorsed, discounted or paid, and of any liability, under guarantees, indemnities, contracts (spot and forward), documentary or other credits or any instruments whatsoever, from time to time assumed or given by or entered into by you for or at the request of the Client, together with interest to the date of payment in full at such rates and upon such terms as may from time to time be payable by the Client (or which would have been so payable but for the death, bankruptcy, liquidation, winding-up or other incapacity of the Client), commissions, discounts, fees and other charges, all disbursements and all expenses incurred by you arising out of or in connection with the preparation or enforcement or attempted enforcement of any guarantees or securities for any monies, obligations or liabilities hereby guaranteed whether against the Client or the Covenantor or any other person, including (without limitation) all legal and other costs and expenses and any exchange control premiums, penalties or expenditure on a full indemnity basis.

契諾人(作為主要債務人而不僅作為保證人)謹此不可撤銷且無條件向閣下保證, 客戶將適當及準時履行其任何性質的一切債務及責任(為免生疑問, 須包括其按協定或其他方式支付損害賠償金的責任)。該等責任現時或可能於其後任何時間成為或不時成為客戶在任何地方對閣下應履行或應給予閣下、或就此客戶可能或將對閣下應承擔的任何帳戶上的或任何其他原因所產生(在所有情況下, 不論單獨或與任何其他人士共同或共同和個別以及採用何種稱號、名稱或形式, 以及是否作為當事人或保證人)的責任(「擔保責任」)。於各情況下, 契諾人履行責任均須按客戶被所要求的時間、地點及方式而履行, 並包括(但不限於)為迎合客戶或應客戶要求而向客戶或其他人士作出的任何貸款、承兌、遞延付款或其他信貸或墊款的金額, 並作出、承兌、背書、貼現或支付的任何票據或本票的金額, 以及閣下為或應客戶要求不時承付、提供或訂立的擔保、彌償保證、合約(即期及遠期)、文件授信或其他授信或任何類型文據項下任何負債的金額(連同按照相關利率及依據相關條款客戶可能不時應付(或若非客戶身故、破產、清算、清盤或其他喪失行為能力而本應支付的)至悉數支付日期的應計利息)、佣金、折扣、費用及其他收費、閣下無論對客戶或契諾人或任何其他人士製訂或執行或嘗試執行有關謹此擔保的任何款額、義務或責任的任何擔保或抵押而引致的一切開支, 包括(但不限於)所有法律費用及其他費用與開支以及任何外匯管制費用、罰金或支出(悉數按彌償基準計算)。
3. The Covenantor hereby undertakes to procure that the Client will comply with all the Guaranteed Obligations, and promises to pay or perform, on demand, each sum (including any interest and charges thereon up to and including the date of demand and any such charges arising from the date of demand until the date of payment in full hereunder) or obligation which the Client is liable to pay or perform, as the case may be, at the place, in the funds and currency and/or in the manner required of the Client and without any withholding or deduction whatsoever, whether at the stated maturity, by acceleration, extension or otherwise.

契諾人謹此保證促使客戶將遵守所有擔保責任, 並承諾按要求支付各筆款項(包括直至要求日期(包括該日)的任何利息和費用以及自要求日期起至悉數支付日期止產生的任何相關費用)或履行客戶將負責付款或履行的責任(視情況而定), 惟須按客戶被要求的地點及資金以及貨幣及/或方式履行及支付, 且不得作出任何性質的預扣或扣減(不論有關責任屬到期、提前、延期或以其他形式)。
4. The Covenantor hereby agrees to pay interest (both before and after judgment), from and including the due date until the date of payment in full (both before and after judgment), on all monies hereby secured and/or guaranteed in connection with this Deed at such rate as may from time to time be payable by the Client in respect of such monies or would have been payable but for the death, bankruptcy, liquidation, winding-up or other incapacity of the Client, or any arrangement or composition with the Client's creditors or any proceedings in or analogous to bankruptcy, liquidation or winding-up.

契諾人謹此同意就本契據所已保證及/或擔保的或任何與本契據相關之款項悉數支付自到期日(包括該日)起至實際付款日期止的應付的利息(包括判決之前或之後的), 或除客戶身故、破產、清算、清盤或其他喪失能力的情况或任何與客戶的債權人達成的任何安排或和解或有類似破產、清算或清盤的任何法律程序的情况外本應支付的利息(包括判決之前或之後的)。相關利率為客戶就該等款項可能不時應付或本應支付的利率。
5. Any statement of account of the Client signed as correct by any of your duly authorized officers or by the Client shall be conclusive evidence as against the Covenantor of the Guaranteed Obligations to you.

經閣下任何正式授權人員或客戶簽署確認無誤的任何客戶賬戶結單為契諾人對閣下所承擔的擔保責任的不可推翻的證據。

6. This Deed shall be a continuing guarantee. It shall, without limitation, cover and secure the ultimate balance of the Guaranteed Obligations from time to time owing to you by the Client on each separate account or in any manner whatsoever, notwithstanding the death, bankruptcy, liquidation, winding-up, incapacity or any change in the constitution or partners of the Client or the Covenantor or your receipt of notice of any such occurrence or any settlement of account or other matter whatsoever. The Covenantor understands that you are entitled to make claims and demands under this Deed as long as you may think fit.

本契據須構成一項持續擔保。即使客戶或契諾人發生身故、破產、清算、清盤、喪失行為能力或其構成或合夥人的任何變動，或者閣下收到發生任何該等事件的通知或任何賬目結算或任何類型的其他事宜，契諾人仍須根據本契據確保及担保客戶就各個獨立賬目或以任何方式不時結欠閣下的擔保責任的最終餘額的償付。契諾人明白閣下有權在閣下認為適合時根據本契據作出索償及要求。

7. The continuing nature of this Deed may be terminated at the expiry of six (6) months after the receipt by you from the Covenantor (or in the event of the death or insanity of the Covenantor from the legal personal representative or the committee of the estate of the Covenantor) of notice in writing to terminate it, PROVIDED ALWAYS that such notice shall not affect the liability of the Covenantor for amounts due or owing, present or future, certain or contingent, incurred or arising out of obligations incurred, created or assumed prior to the expiration of such six (6) months period but maturing thereafter, and, for the avoidance of any doubt, the Covenantor hereby expressly agrees and declares that even if you are given notice under this Clause 7 you shall still be entitled over the said six (6) months' period to continue to make available credit or loans or other facilities or financial accommodation to the Client and to make further advances to the Client and to open new accounts with or for the Client in respect thereof and all such liabilities incurred, created or assumed by the Client arising out of or in connection therewith shall be subject to this Deed to the intent that the Covenantor will be responsible for liabilities of the Client arising and/or created in that six (6) months period.

本契據的持續性質可於閣下收到自契諾人（或倘契諾人身故或精神失常，則自契諾人的法定的遺產代理人或產業受託監管人）發出終止本契據的書面通知後六個月屆滿時予以終止，惟該通知不得影響契諾人在該六個月期間屆滿之前（而於其後到期）客戶所招致、增設或承擔之責任而產生或引起的應付或結欠、目前或未來、確定或或然金額的償付責任。同時，為免生任何疑問，契諾人謹此明確同意及聲明，即使閣下根據本條款獲發通知，閣下仍有權於上述六個月期間繼續向客戶提供授信或貸款或其他融資或財務通融並向客戶作出進一步墊款以及與或為客戶就此開立新賬戶，而客戶由此引起或就此招致、增設或承擔的所有該等責任須受本契據規限，以令契諾人將負責於該六個月期間產生及／或增設的客戶責任。

8. The Deed is in addition to, is not in substitution for and shall not in any way merge with or otherwise affect or prejudice or be affected or prejudiced by any other deed or covenant, guarantee, indemnity, collateral or other security, or other right power or remedy, now or hereafter held by or become available to you. All money received by you from the Client or the Covenantor or any other person liable to pay the same may be applied by you to any account or item of account or to any transaction to which the same may be applicable, PROVIDED ALWAYS that you shall have an absolute right to elect to enforce any such deed or covenant, guarantee, indemnity, collateral or other security.

本契據乃補充而非代替，並不會以任何方式合併或影響或損害任何其他契據或契約、擔保、彌償保證、抵押或其他擔保，或閣下現在或之後持有或可用的其他權利、權力或補救，或受其影響或損害。閣下從客戶或契諾人或任何有責任付款的人士收到的款項可應用於任何帳戶或帳戶項目或於任何同樣適用的交易，但前提是閣下有絕對權利選擇執行任何該契據或契約、擔保、彌償保證、抵押或其他擔保。

9. This Deed and the Covenantor's liability to you under this Deed shall not be impaired, reduced, discharged or otherwise adversely affected in any way by reason of:

契諾人根據本契據對閣下的責任不得因下列原因而減值、減少、解除或以任何方式受到其他不利影響：

- (a) any intermediate payment or discharge of the Client's obligations to you or of any of the Covenantor's obligations hereunder; or
就客戶對閣下的責任或契諾人於本契據項下的任何責任的任何中期付款或解除；或
- (b) any time, waiver or indulgence which you may grant to or composition you may enter into with the Client or any other person; or
閣下可能授予客戶或任何其他人士的任何延期、豁免或寬容或閣下與客戶或任何其他人士可能達成的債務重整協議；或
- (c) any legal limitation, disability or mental or other incapacity or other circumstances relating to the Client; or
與客戶相關的任何法律限制、資格喪失或精神上無行為能力或其他喪失行為能力或其他情況；或
- (d) any amendment to or variation of any of the terms of any agreement between you and the Client or of any of the Guaranteed Obligations; or
閣下與客戶之間任何協議的任何條款任何修訂或變動或任何擔保責任有任何修訂或變動；或
- (e) any defect in your obligations or the obligations of the Client; or
閣下的責任或客戶的責任出現任何缺陷；或
- (f) the liquidation, dissolution, amalgamation, reconstruction or reorganization of the Client, the commencement of bankruptcy proceedings in respect of the Client, or the appointment of a receiver, administrative receiver or administrator of any of the Client's assets (or the equivalent of any of such matters occurring in any other jurisdiction) or the occurrence of any circumstance affecting the liability of the Client to discharge any Guaranteed Obligations; or
客戶清算、解散、合併、重建或重組，開始進行有關客戶的破產程序，或委任任何客戶資產的接管人、破產企業財產行政接管人或財產管理人（或在任何其他司法地區發生的任何同等事件）或發生任何影響客戶履行任何擔保責任的情況；或
- (g) any compromise or arrangement (whether or not you have agreed to such compromise or arrangement) and where by virtue of any such compromise or arrangement the liability of the Client or any part of such liability is transferred to any other person in which case this Deed shall take effect as if the expression the "Client" included such other person; or
何和解或安排（無論閣下是否同意有關和解或安排）且倘任何有關和解或安排導致客戶的責任或部份該等責任轉至任何其他人士，該契據將生效，猶如「客戶」一詞包括該其他人士；或
- (h) any agreement between you and the Client whereby any person assumes all or any part of the liability of the Client to you in substitution for the Client in which case this Deed shall take effect as if the expression the "Client" included such other person; or

客戶與閣下訂立的任何協議，而據該協議，任何人士會代替客戶為閣下承擔客戶的所有或任何部份的責任，在此情況下，本契據將繼續生效，猶如「客戶」一詞包括該其他人士；或

- (i) any other act, omission, matter or circumstance whereby, but for this provision, the Covenantor would or might be discharged (in whole or in part) from liability under this Deed

任何其他行為、遺漏、事件或情況，而據該行為、遺漏、事件或情況，倘無本項規定，契諾人將會或可能會獲解除本契據項下的全部或部份責任

notwithstanding that the same may have been known to or discoverable by you.

儘管閣下可能已獲悉或可知悉上述原因。

10. You may enforce this Deed notwithstanding that you may have any outstanding right, power or remedy against the Client or any other person and without proceeding or enforcing any claim against the Client or any other person. The Covenantor (a) waives any rights which the Covenantor may have to require you first to proceed against or enforce any other guarantee or security before claiming from the Covenantor and (b) confirms that should you so demand, the Covenantor shall place funds with the Client to repay you should the Client, for whatever reason, not have sufficient funds of its own.

儘管閣下可能擁有任何針對客戶或任何其他人士的尚未行使的權利、權力或補救，且並無進行或強制執行針對客戶或任何其他人士作出的任何申索，但閣下可強制執行本契據。契諾人會(a)放棄契諾人可能擁有的任何權利，以要求閣下在向契諾人提出申索之前，首先進行或強制執行任何其他擔保或抵押；及(b)確認倘閣下如此要求，則契諾人將向客戶提供資金，以向閣下作出償還（倘無論出於何種原因，客戶自身並無充足資金）。

11. The Covenantor has not taken and will not take any security from the Client or any security extending to any obligations or liabilities of the Covenantor under this Deed and your entitlement against the Client and the Covenantor shall not be diminished by the existence of any such security. 契諾人尚未且不會向客戶取得任何抵押或取得就契諾人在本契據項下的任何義務或責任而提供的任何抵押，並且閣下針對客戶及契諾人而享有的權利不會因為任何該等抵押而有所減少。

12. Should the Covenantor contravene Clause 11 above, the security concerned will be held in trust for you as further security and the Covenantor will forthwith deposit the same and all related documents with you, accounting to you for all monies at any time received by the Covenantor in respect of such security.

倘契諾人違反上文第11條，則有關抵押將以信託形式而為閣下持有作為進一步抵押，契諾人將立即向閣下存置有關抵押以及所有有關文件，並就契諾人於任何時候就該等抵押而收到的所有款項向閣下作出帳目。

13. Any money received by virtue of or in connection with this Deed may be placed to the credit of a separate or suspense account for so long as you may determine with a view to preserving your rights to prove for the whole of your claims against the Client, or any other person liable, in the event of any proceedings in or analogous to bankruptcy, liquidation, winding-up, insolvency, composition or arrangement.

倘出現有關破產、清算、清盤、無力償債、債務重整協議或債務償還安排的任何程序或類似程序，因或就本契據而收到的任何款項可存入閣下另設的獨立或暫記賬戶，旨在維護閣下的權利，以就閣下針對客戶所作的全部申索提出債權證明。

14. Until all the Guaranteed Obligations have been paid, discharged and satisfied in full (which expression shall not include payment of a dividend in bankruptcy, liquidation or winding-up of less than 100 per cent), the Covenantor irrevocably appoints and authorizes you to be its attorney to sign, execute, deliver and perfect all documents and do all things as may be, or as you may consider to be, necessary to carry out any obligations imposed on the Covenantor under this Deed (including the power to appoint delegates and substitutes). The Covenantor undertakes to ratify and confirm all things done and documents executed by you in the exercise of your authority. The Covenantor waives all rights of subrogation and agrees not to demand or accept repayment in whole or in part of any monies, obligations or liabilities then or thereafter due to the Covenantor from the Client or to demand or accept any security in respect thereof, or to assign the same or charge the same as security, or to take any step to enforce any right against the Client, or to claim any set-off or counterclaim against the Client or to claim or prove in competition with you in the bankruptcy, liquidation or winding-up of, or have the benefit of any share in any payment or composition from the Client, any co-covenantor, or any other person, or in any covenant, deed, guarantee or other security now or hereafter held by you.

直至悉數支付、履行及滿足所有擔保責任（該項表述不包括在破產、清算或清盤時派付少於100%的攤還債款），契諾人不可撤銷地委任及授權閣下擔任其受權人，以代表契諾人簽署、簽訂、送達及使完善所有文件及做所有或所有閣下認為必要的事情以執行本契據下契諾人的任何義務（包括委託代表和代替人的權力）。契諾人承諾批准及確認閣下在執行閣下的權力時所做的所有事情及簽訂的文件。契諾人放棄所有代位權利，同意不要求或接受客戶當時或其後應付契諾人的全部或部份款項、義務或負債的還款或要求或接受有關上述各項的任何抵押，或轉讓上述各項或把上述各項進行押記，或採取任何步驟強制執行針對客戶的任何權利，或申索任何抵銷或針對客戶提出反申索，或在客戶、任何共同契諾人或任何其他人士破產、清算或清盤時與閣下展開競爭而提出申索或提出債權證明，或在來自客戶、共同契諾人或任何其他人士的任何款項或債務重整協議中或在閣下現時或此後持有的任何契諾、契據、擔保或其他抵押中擁有任何利益。

15. Any release, discharge or settlement between you and the Covenantor shall be conditional upon no security, disposition or payment to you by the Client, the Covenantor, or any other person, being avoided or set aside or ordered to be surrendered, paid away, refunded or reduced or repaid pursuant to any provisions or enactments relating to bankruptcy, liquidation, winding-up, insolvency or circumstances analogous thereto and, for such purpose, you shall be entitled (notwithstanding Clause 7 above) to retain this Deed and any security held for the liability of the Covenantor hereunder in full force, validity and effect for such period as you may at your entire discretion determine and, if such condition shall not be fulfilled, you shall be entitled to enforce this Deed and any such security subsequently as if such release, discharge or settlement had not occurred.

閣下與契諾人的任何解除、免除或和解，其先決條件為客戶、契諾人或任何其他人士向閣下作出的抵押、產權處置或付款並無根據有關破產、清算、清盤、無力償債或有關類似情況的任何條文或成文法則而被廢止、擱置、下令放棄、償還或退還，且就此而言，閣下有權（儘管有上述第7條的規定）保留本契據及就其下契諾人的責任而持有的任何抵押，保留其十足效力，保留期由閣下全權酌情釐定。倘該條件未獲達成，閣下將有權於其後強制執行本契據及任何該等抵押，猶如有關解除、免除或和解並無發生。

16. The Covenantor hereby agrees that you may in addition to and without prejudice to any other remedy that you may have, at any time without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the Covenantor's then existing accounts

(of any nature or description whatsoever and whether subject to notice or not) and set-off or transfer any sum standing to the credit of any one or more such accounts wheresoever situate in or towards satisfaction of any liabilities to you of the Covenantor under this Deed or on any other account, or in any other respect whatsoever, whether such liabilities be present or future, actual or contingent, primary or collateral, alone or jointly or jointly and severally with any other person and where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at a fair spot rate of exchange (as reasonably determined by you, which determination may take account of incidental and/or indirect expenses) for the currency for which the Covenantor is liable against the existing currency so converted.

契諾人謹此同意除了及不損害閣下可能有的其他補救，閣下可隨時於不發出通知的情況下（儘管已結算賬目或其他任何情況）合併或綜合契諾人當時存在的所有或任何賬目（不論屬任何性質或任何描述，且不論是否須事前發出通知），並抵銷或轉移任何地方的一個或多個賬戶的進賬款項，用以償還或支付本契據項下契諾人向閣下承擔的任何負債，或在任何其他賬目中的負債，或任何其他方面的責任，不論該等負債是否為現有或未來負債、實際或或然負債、主要或附屬負債、不論單獨或與任何其他人士共同或共同和個別，倘該等合併、抵銷或轉移需要將一種貨幣兌換為另一種貨幣，則有關兌換將按將現有貨幣兌換為契諾人負債的另一種貨幣的公平即期匯率（由閣下合理釐定，有關釐定可考慮附帶及／或間接費用）計算。

17. In addition to and without prejudice to any other right which you may have at law, the Covenantor acknowledges that you are hereby authorized to exercise a general lien over all the property of the Covenantor coming into your possession or control for any reason whatsoever, and whether or not in the ordinary course of your business, with unfettered power for you to sell such property as you decide, without the need for judicial proceedings, to satisfy any liabilities whatsoever of the Covenantor to you if not satisfied when due.

除了及不損害閣下在法律上的其他補救，契諾人承認閣下謹此獲授權行使即閣下所擁有或控制（無論因任何原因，無論是否在閣下的一般業務過程中）的契諾人的所有財產的一般留置權，且閣下有權隨意出售閣下決定出售的該等財產，而毋須提呈司法程序，以清償於到期時並未償還的契諾人向閣下承擔的任何負債。

18. If, for the purpose of obtaining judgment in any court in any country, it becomes necessary under the laws of such country to convert into a currency ("the Judgment Currency") other than the currency in which the Covenantor's obligations under or pursuant to this Deed are expressed to be payable ("the Agreed Currency") an amount due in the Agreed Currency under or pursuant to this Deed, then the conversion shall be made, to the extent permitted by applicable law, at your sole and absolute discretion, at the Rate of Exchange (meaning the spot rate at which you are able, in accordance with your usual practice, to purchase the Agreed Currency on the relevant date with the Judgment Currency, including any premium and costs of exchange payable in connection with such purchase) prevailing either on the date of default or on the day before the day on which judgment is given ("the Conversion Date"). If there is a change in the Rate of Exchange prevailing between the Conversion Date and the date of payment of the amount due, the Covenantor will pay such additional amounts (if any) as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the Rate of Exchange prevailing on the date of payment, will produce the amount then due under this Deed in the Agreed Currency to the intent that the obligations of the Covenantor to make payment in the Agreed Currency of any amounts due to you hereunder shall not be discharged or satisfied by any tender or any recovery pursuant to any judgment which is expressed in or converted into any currency other than the Agreed Currency except to the extent that such tender or recovery shall result in the actual receipt by you at the place at which the Client is required to pay the full amount of the Agreed Currency expressed to be payable in respect of the amounts due hereunder. Any amount due from the Covenantor under this Clause 18 shall be due as a separate debt and shall not be affected by judgment being obtained for any other sum due under or in respect of this Deed.

倘，就取得任何國家任何法院的判決而言，根據該國的法律有必要把一筆根據本契據以協定貨幣計值的到期款項兌換為判決貨幣（即契諾人的債務根據本契據表明所應付的貨幣（「協定貨幣」）以外的另一種貨幣（「判決貨幣」）），則須在適用法律的允許範圍內，由閣下全權酌情決定，按違責當日或作出判決當日之前一日（「兌換日期」）的現行匯率（指閣下可根據閣下的一般慣例在有關日期以判決貨幣購買協定貨幣的即期匯率，包括就有關購買而應付的匯兌溢價及成本）進行兌換。倘兌換日期與到期款的支付日期之間的現行匯率有所變動，契諾人將支付必要的額外款項（如有）以確保所支付的按判決貨幣計值的款項（按支付日期的現行匯率計算）將產生根據本契據按協定貨幣計值的當時到期的款項，致使契諾人的義務（即按協定貨幣支付應付閣下的任何款項的義務）不得以已提供付款或根據任何判決進行收款（該等款項按協定貨幣以外的任何貨幣計值或兌換為協定貨幣以外的任何貨幣）的方式而獲解除，惟倘有關提供付款或收款將導致閣下在客戶須付款的地方實際收到就本文項下按協定貨幣計值的應付全部到期款項則除外。根據本條應收契諾人的任何款項將作為獨立的債項，且不得受到就根據或有關本契據的任何其他到期款項而取得的判決所影響。

19. No waiver of any of your rights or powers or any consent by you shall be valid and/or effective unless signed by one or more of your directors in writing which refers expressly to this Clause 19 and if to be on behalf of all of you, then the written instrument must so state. No failure or delay by any of you in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single, defective or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights, powers and remedies provided herein are cumulative and not exclusive of any other rights, powers and remedies now or hereafter existing at law or in equity, by statute or otherwise, and may be exercised from time to time as often as you may (at your absolute discretion consider expedient).

閣下放棄其任何權利或權力或任何同意不得生效，除非由閣下的一名或多名董事書面簽署（當中明確提及第19條的規定），且倘代表閣下，則書面說明必須如此陳述。閣下未能或延遲行使本文項下的任何權利、權力或特權不得視為放棄該權利、權力或特權，單一、欠妥或部份行使不得排除對該權利、權力或特權的任何其他或進一步行使或對任何其他權利、權力或特權的行使。本條款下的權利、權力及補救與根據普通法或衡平法、法規或其他法律而現時存在或此後存在的任何其他權利、權力及補救是互相累積而非互相排除，可由閣下在全權酌情決定認為適宜時不時行使。

20. The Covenantor hereby undertakes to obtain and maintain in full force, validity and effect all governmental and other approvals, authorities, licences and consents required in connection with this Deed, and to do or cause to be done all other acts and things necessary or desirable for the performance of all the obligations of the Client and/or the Covenantor howsoever arising from this Deed.

契諾人謹此承諾取得及維持就本契據所須具十足效力的所有政府及其他批文、授權、許可及同意，以及進行或促使進行就履行客戶及／或契諾人就本契據不管怎樣產生的所有義務而所有必要或適宜的其他行為及事項。

21. If this Deed is signed by more than one person or is signed by one person for himself and on behalf of others (whether a partnership or otherwise), the expression "Covenantor" shall include all and each of them and the liabilities of each of them under this Deed shall be joint and several, in which event none of the undersigned shall be entitled to any of the rights or remedies of a surety as regards the obligations of any other of them. Further, (i) each of the undersigned agrees and consents to be bound by this Deed, notwithstanding that any others who were intended to sign or to be bound by this Deed may not do so or be effectually bound hereby, and notwithstanding that this Deed may be invalid or unenforceable against any one or more of the undersigned by reason of fraud, forgery or otherwise, whether or not the deficiency is known to you and (ii) you shall be at

liberty to release any one or more of the undersigned from this Deed, to compound with or otherwise vary or agree to vary the liability of, or to grant time or other indulgence to, or make other arrangements with, any one or more of the undersigned, without prejudicing or affecting your rights, powers and remedies against any others of the undersigned and (iii) the termination of this Deed in accordance with its terms by one or more of the undersigned shall not diminish or otherwise affect the continuing effect of this Deed against the other(s).

倘本文有兩人或多人簽署或由一人為自己和其他人名義（不論是合夥或以其他方式）簽署，則「契諾人」一詞包括所有契諾人及其中每一名契諾人，而每一名契諾人在本契據下的責任將為共同及個別的，在此情況下，該等簽署人不得有權享有其作為擔保人關於任何其他契諾人義務的權利或補救。此外，(i)各簽署人協定及同意受本契據的約束，儘管有意簽署或擬受本契據約束的任何其他人士可能不會簽署或有效地受到本契據約束，且儘管本契據可能因欺詐、偽造或其他原因而對一名或多名簽署人無效或不可強制執行，亦無論閣下是否知悉有關缺陷；及(ii)閣下可自由免除任何一名或多名簽署人在本契據下的責任，與任何一名或多名簽署人訂立債務重整協議或以其他方式修改或同意修改任何一名或多名簽署人的責任，或向任何一名或多名簽署人作出時間或其他寬容，或與任何一名或多名簽署人作出其他安排，而不損害或影響閣下就其他簽署人的權利、權力或補救；及(iii)一名或多名簽署人根據本契據的條款而終止本契據不得減少或以其他方式影響本契據針對其他人士的持續效力。

22. If signed by a firm, the expression “Covenantor” shall include the person or persons from time to time carrying on business in the name of such firm.

倘經合夥公司簽署，「契諾人」一詞將包括不時以該合夥公司名義開展業務的一名或多名人士。

23. This Deed shall be binding upon each successor, assignee, personal representative and person lawfully acting on behalf of the Covenantor or any of the undersigned and the expression “Covenantor” shall be construed accordingly.

本契據對各繼承人、受讓人、遺產代理人及合法代表契諾人的人士或任何簽署人士具有約束力，而「契諾人」一詞應相應理解。

24. This Deed shall be enforceable notwithstanding any change in your name or your amalgamation with or absorption by, or of any other corporation and may be assigned by you without the Covenantor’s consent. The Covenantor may not assign or transfer any of its rights or obligations under this Deed.

本契據可強制執行，而不論閣下名稱有任何改變或閣下與任何其他法團合併、吸收其他法團或被其吸收，並可由閣下出讓而無需吾等同意。契諾人不可出讓或轉讓其於本契據下的任何權利或責任。

25. If any one or more of the provisions of this Deed, or any part thereof, shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not affect the validity of any of the other provisions of this Deed, which shall remain in full force, validity and effect.

倘本契據的一項或多項條文或其中任何部份根據任何適用法例被宣佈或宣判為不合法、無效或不可強制執行，該不合法性、無效性或不可強制執行性不應影響本契據的任何其他條文的效力，而其他條文將保持全面效力、效應及效用。

26. This Deed shall be governed by and construed in all respects in accordance with the laws of the Hong Kong SAR.

本契據在所有方面將受香港特區法例規管，並按其理解。

27. Any notice to the Covenantor under this Deed may be given by delivering such notice addressed to the Covenantor at its address as last known to you and shall be deemed given, on the day of delivery to the said address if by hand, or if by post one (1) day after posting, notwithstanding that the notice actually be undelivered to, or not come to the actual notice of the Covenantor. The Covenantor shall give you written notice of any change of the address of the Covenantor which change shall be effective for the purposes of this Deed five (5) days (or shorter time acceptable to you) after the actual receipt of the notice by you.

根據本契據向契諾人發出的任何通知可通過向閣下最後所知的契諾人地址送達通知的方式向契諾人發出，並將被視為（如由專人遞送）在送至上述地址當日發出，或（如通過郵遞）在郵寄之後一(1)日發出，而不論該通知實際上未送達契諾人或未為契諾人實際所知。契諾人須向閣下提供其地址任何變更的書面通知，而就本契據之目的，有關變更將於閣下實際接獲通知後5日（或閣下可接受的較短時間）才生效。

28. The Covenantor hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong SAR courts, and it shall be open to you to enforce this Deed in the courts of any other competent jurisdictions, even if concurrently. Any legal process in connection with this Deed (including (without limitation) writ, summons, petition and pleadings) may be validly served on the Covenantor in the same manner as a notice under Clause 27 above. Any judgment, award and/or order of the Hong Kong SAR courts over the Covenantor and/or his assets shall be deemed to be binding on the Covenantor and valid and fully enforceable in any other jurisdiction as if given by the final appellate court in such other jurisdiction and the Covenantor hereby waives any rights to challenge and/or delay the validity, registration, recognition and/or enforcement of such judgment, award and/or order.

契諾人謹此不可撤銷地同意接受香港特別行政區法院的非專屬司法管轄，惟閣下可於任何其他具司法管轄權的法院強制執行本契據，即使同時進行。任何法律程序文件（包括但不限於令狀、傳票、呈請及狀書）可與本契據第27條下通知的相同方式有效送達契諾人。香港特別行政區法院對契諾人及／或其資產的任何判決、裁決及／或命令將被視為對契諾人具有約束力及可於任何其他司法管轄區全面強制執行，猶如由有關其他司法管轄區的終審法院所發出，而契諾人謹此放棄質疑及／或延遲有關判決、裁決及／或命令的有效性、註冊、認可及／或強制執行的權利。

29. Where you hold personal data (as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the laws of the Hong Kong SAR)), the Covenantor agrees that (subject to the provisions of the said Ordinance) any such data may be used for such purposes and disclosed to such classes of persons as may be set out in the Privacy Policy of Mouette Securities Company Limited from time to time, as well as the following purposes:-
當閣下持有個人資料（根據個人資料（私隱）條例（香港特區法例第486章）的定義），契諾人同意（在該條例條文的規限下），任何有關資料可用作及披露給在海盈證券有限公司的私隱政策下所指的用途及類別的人，以及下列用途：－

(a) sharing, cross-checking and transferring that personal data with any of your associated companies whether in relation to new or existing client verification procedures, ongoing account administration or marketing;

論就新的或現有客戶核證程序、現行賬目管理或市場推廣而與閣下的任何聯營公司共享、互相覆核及轉移該個人資料；

(b) comparison and/or transfer to third parties of such personal data for the purposes of credit checking and/or data verification;

比較及／或向第三方轉移該個人資料，用於信貸調查及／或資料核證；

- (c) any purpose relating to or in connection with compliance with any law, regulation, court order or order of a regulatory authority including the provision of any such data to any such regulatory authority which shall request the same (without your having to obtain prior legal advice as to the competence of such a request);

與遵守任何法例、規例、法院或監管機構之命令或與此相關的任何用途，包括向提出要求的任何有關監管機構提供有關資料（閣下無須就該要求的權限取得事先法律意見）；

- (d) any other purpose relating to or in connection with your business or dealings or the business or dealings of any of your associated companies. 有關 閣下業務或交易或任何聯營公司的業務或交易或與此有關的任何其他用途。

30. Notwithstanding anything to the contrary contained in this Deed, no time for limitation of liability in respect of this Deed shall begin to run in favour of the Covenantor unless and until you shall have made demand on the Covenantor, and if more than one demand is made, then only from the date and to the extent of each demand respectively.

儘管本契據載有任何相反規定，與本契據有關的訴訟的時效期並不會開始計算，除非及直至 閣下對契諾人作出要求為止，而倘作出一項以上要求，則僅於作出該要求當日開始計算，以及僅限於該要求的程度。

31. The Covenantor hereby agrees to indemnify you upon demand against all losses, claims, costs, charges and expenses to which you may be subject or which you may incur whilst acting in good faith under or pursuant to any agreement with the Client or this Deed as a result of any default by the Client in performing any Guaranteed Obligations or by the Covenantor in performing this Deed.

契諾人謹此同意於 閣下要求時，就 閣下根據或依據與客戶訂立的任何協議或本契據而以誠信方式行事時，由於客戶在履行任何擔保責任或契諾人履行本契據時出現任何違約情況而可能蒙受或產生的所有損失、申索、成本、收費及開支，向 閣下作出彌償。

32. All payments made by or on behalf of the Covenantor hereunder shall be made without any withholding on account of any tax, duty, levy, charge or any other fees and without any set-off, counterclaim, restriction, condition or deduction. If the Covenantor is required by law to make any deduction or withholding from any payment under this Deed, the Covenantor shall pay to you such additional amounts as may be necessary to ensure the receipt and retention by you (free from any liability in respect of such deduction or withholding) of the full amount which it would otherwise have received.

契諾人或其代表根據本契據支付的所有付款不得預扣任何稅、關稅、徵稅、收費或任何其他費用及不得被抵銷、反申索，且不得帶任何限制、條件或扣減。如契諾人須按法律規定作出任何扣減或預扣任何本契據項下的付款，契諾人須支付 閣下必要的額外金額以確保 閣下收到並保留的是全數金額（無扣除或預扣下的任何責任）。

33. The Covenantor hereby covenants with you that until the Guaranteed Obligations have been paid or discharged in full or unless otherwise agreed in writing by you (and notwithstanding payment of a dividend in any bankruptcy, winding-up or liquidation or under any compromise):

契諾人謹此與 閣下訂立契諾，直至擔保責任已悉數支付或履行或除非 閣下以書面形式同意（而無論是否於任何破產、清盤或清算中或根據任何債務妥協獲支付攤還債款）：

- (a) the Covenantor will not make demand for the payment or any monies from time to time due or becoming due to the Covenantor from the Client by reason of any payment made by the Covenantor hereunder or exercise any other right or remedy to which it may be entitled in respect of such monies including (without prejudice to the generality of the foregoing) any rights of subrogation or contribution or other right of a surety discharging its liability;

- (b) 契諾人不會因契諾人據此作出任何付款而就客戶不時應付或成為應付予契諾人的任何款項要求客戶付款，或行使任何契諾人就該等款項可能享有的其他權利或補救（包括（但不損害上述條文的一般性）代位權利或獲得分擔的權利或保證人履行其責任後的權利）

- (c) in the event of the bankruptcy, insolvency or liquidation of the Client, the Covenantor will not prove in any such bankruptcy, insolvency or liquidation in competition with you for any monies owing to the Covenantor by the Client by reason of any payment made by the Covenantor hereunder.

客戶無力償債或遭破產、清盤或清算，契諾人不會於任何有關破產、清盤或清算中，因契諾人據本契據支付任何款項而就客戶結欠契諾人的任何款項與 閣下競爭作出債權證明。

34. If the Covenantor is a corporation, the Covenantor and the persons signing for the Covenantor below represent and warrant that:-

倘契諾人為法團，契諾人及以下為契諾人簽署的人士聲明及保證：—

- (a) it is duly incorporated and validly existing under the law of its place of incorporation;

其在其註冊成立地點的法律下妥當註冊及有效地續存；

- (b) it has full power, authority and right to enter into and carry out its obligations hereunder and that this Deed constitutes and will continue to constitute the valid, legally binding and enforceable obligations of the Covenantor;

有全部權力、授權及權利訂立及履行其在本契據下的責任，而本契據構成並將繼續構成契諾人有效、具法律約束力及可強制執行的責任；

- (c) resolution(s) necessary for (i) approving the entry into and the terms of this Deed; (ii) approving the execution under seal of this Deed; and (iii) signing of this Deed by the persons signing below for the Covenantor has/have been passed in accordance with the laws of the Hong Kong SAR and the Memorandum and Articles of Association or constitutional document of the Covenantor. The Covenantor agrees to provide you with a certified copy of such resolution(s) at the time of execution of this Deed;

(i)批准本契據的訂立及其條款；(ii)批准以印章簽立本契據；及(iii)代表契諾人簽署的下列人士簽署本契據所必要的決議案已根據香港特區法律及契諾人的組織章程大綱及細則或章程文件通過。契諾人同意於簽立本契據時向 閣下提供該等決議案的核證副本；

- (d) save in respect of the resolution(s) referred to in Clause 34(c) above, no consent or authority of any person or body is required for the Covenantor to enter into this Deed; and

除有關上述34(c)項下決議案外，契諾人訂立本契據無需任何人士或團體的同意或授權；及

- (e) the Covenantor's entering into this Deed will not place the Covenantor in breach of the terms of any document (including the Covenantor's Memorandum and Articles of Association or constitutional document) or of any obligation binding on it.

契諾人訂立本契據不會令致契諾人違反任何文件（包括契諾人的組織章程大綱及章程細則或章程文件）的條款或任何對其有約束力的責任。

35. This Deed shall cover and secure all the obligations owing by the Client to you as referred to herein.

本契據將就客戶結欠閣下的所有在本契據中所提述的責任予以涵蓋及擔保。

36. If the Covenantor is not domiciled in Hong Kong SAR or is not a Hong Kong incorporated company or an overseas company registered under Part 16 of the Companies Ordinance (Chapter 622 of the laws of Hong Kong SAR), the Covenantor irrevocably appoints the process agent named below (the "Process Agent") to receive, for it and on its behalf, service of process in Hong Kong SAR in any legal action or proceedings arising out of or in connection with this Deed to which it is a party. Such service shall be deemed to be duly completed on delivery to the Process Agent (whether or not the same is forwarded to and received by the Covenantor). If for any reason the Process Agent either ceases to be able to act as such or no longer has an address in Hong Kong SAR, the Covenantor irrevocably agrees to appoint a substitute process agent in Hong Kong SAR acceptable to you, and to deliver to you a copy of the new process agent's acceptance of that appointment within thirty (30) days thereof.

倘契諾人並非在香港居住或香港註冊成立之公司或根據公司條例（香港特區法例第 622 章）第 16 部註冊之海外公司，則契諾人不可撤銷地委託下列代理人（「該代理人」）代其及以其名義在香港特區收取任何因本契據而產生或引起的法律訴訟或程序且其為其中一方的文件。該等送達應被視為正式完成送達至該代理人（不論該契諾人有否轉發和接收該文件）。倘因任何原因該代理人無法繼續成為代理人或不再擁有香港特區地址，則契諾人不可撤銷地委託一位閣下接受的香港特區替代代理人，並在三十天內向閣下送達新代理人接受委託的文件的副本。

Name of Process Agent
代理人姓名:

Address
地址:

(*Note: The Process Agent should be a Hong Kong resident or a company incorporated in Hong Kong)

(*註：該代理人應為香港居民或香港註冊成立之公司。)

37. This Deed is in English and the Chinese text is provided for reference only. In case of any discrepancy and/or inconsistency, this Deed in English shall apply and prevail over the Chinese text provided for all purposes.

本契據以英文版本為準，而中文版本僅供參考用途。倘本契據的中英文版本有任何歧義，概以本契據的英文版本為準。

I/We, the Covenantor(s), declare that I/we have been advised to read this Deed carefully, that I/we have done so, that I/we have been advised to obtain independent legal advice and have had the opportunity to obtain the same, and that the contents of this Deed have been explained to me/us in a language which I/we understand, and I/we now understand them and accept and agree to be bound thereby.

本人／吾等（契諾人）聲明，本人／吾等獲告知應當細閱本契據，而本人／吾等已細閱本契據。本人／吾等獲告知本人／吾等可尋求獨立法律意見，而本人／吾等已有機會尋求獨立法律意見。本契據的內容乃以本人／吾等理解的語言向本人／吾等解釋，而本人／吾等理解該等內容並同意受其約束。

IN WITNESS whereof this Deed has been duly executed in the Hong Kong SAR by the Covenantor on this _____ day of _____ 20_____
茲見證本契據於 _____ 由契諾人在香港特區正式簽立

(if the Covenantor is an individual) (倘契諾人為個人)

SIGNED, SEALED AND DELIVERED by : _____

由 _____ 簽署、蓋章和交付:

X _____
Signature 簽署 

WITNESS TO THE COVENANTOR'S SIGNATURE(S) 見證契諾人簽字的見證人: -

X _____
Witness Signature 見證人簽字

Name 姓名 : _____

Address 地址 : _____

Occupation 職業 : _____

(if more than one Covenantor) (倘多於一名契諾人)

SIGNED, SEALED AND DELIVERED by: _____

由 _____ 簽署、蓋章和交付:

X _____
Signature 簽署 

WITNESS TO THE COVENANTOR'S SIGNATURE(S) 見證契諾人簽字的見證人: -

X _____
Witness Signature 見證人簽字

Name 姓名 : _____

Address 地址 : _____

Occupation 職業 : _____

(if the Covenantor is a corporation) (倘契諾人為法團)

SIGNED, SEALED AND DELIVERED by : _____

由_____簽署、蓋章和交付:

Signature of Director 董事簽名

Signature of Director/Company Secretary 董事/公司秘書簽名

PRINT NAME OF COVENANTOR COMPANY

契諾人公司打印名稱 : _____

CERTIFICATE OF INCORPORATION NO.

法團註冊證書編號 : _____

COUNTRY OF INCORPORATION

註冊成立國家: _____

WITNESS TO THE COVENANTOR'S SIGNATURE(S) 見證契諾人簽字的見證人: -

X _____

Witness Signature 見證人簽字

Name 姓名 : _____

Address 地址 : _____

Occupation 職業 : _____

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