

## LETTER OF PERSONAL GUARANTEE

## 個人擔保書

**To: Tianda Securities Limited ("TSL")**  
**Level 24, CITIC Tower,**  
**No.1 Tim Mei Avenue, Central, Hong Kong**

**Re: Account Name:** \_\_\_\_\_  
**Account No.:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**(Hereinafter referred as "the Client")**

Dear Sirs,

In consideration of TSL agreeing to provide or continue to provide to the Client securities trading, whether on margin or otherwise, margin facilities and other financial accommodation and related services pursuant to or under the Agreement made between TSL and the Client (the "Agreement") comprising the Account Opening Form and the Client Agreement attached thereto (as may be amended or supplemented by TSL from time to time) (receipt of a copy whereof is hereby acknowledged), I, the undersigned, (hereinafter referred as "the Guarantor") hereby agrees as follows:

### 1. Guarantee and Indemnity

- 1.1 Guarantee: The Guarantor unconditionally and irrevocably guarantees to TSL that, if for any reason the Client does not pay any sum payable by it under the Agreement, including without limitation all expenses, costs and losses payable thereunder, by the time, on the date and otherwise in the manner specified by TSL, the Guarantor as primary obligor will pay to TSL that sum on demand by TSL provided TSL shall not be under any obligation, whether to the Guarantor, the Client or otherwise, to make any such demand or to make such demand at any particular time.
- 1.2 Guarantor as Principal Debtor: As between the Guarantor and TSL but without affecting the Client's obligations, the Guarantor shall be liable under this Guarantee as if it were the sole principal debtor and not merely a surety. The Guarantor agrees to pay TSL such sum as may be demanded by TSL whether or not TSL has given the Client the first opportunity to pay and discharge such obligations. Accordingly, the Guarantor shall not be discharged, nor shall its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal debtor including without limitation:
  - 1.2.1 any time, indulgence, concession, waiver or consent at any time given to the Client or any other person,
  - 1.2.2 any amendment or supplement to any clause or provision of the Agreement,
  - 1.2.3 the making or absence of any demand on the Client or any other person for payment,
  - 1.2.4 the enforcement or absence of enforcement of the Agreement or this Guarantee,
  - 1.2.5 the taking, existence or release of any security interest or other guarantee,
  - 1.2.6 the winding-up, dissolution or bankruptcy of the Client or any other person, or any step being taken for any such winding-up, dissolution or bankruptcy, or
  - 1.2.7 the illegality, invalidity or unenforceability of, or any defect in, any provision of this Guarantee or the Agreement or any of the obligations of any of the parties under or in connection with this Guarantee or the Agreement.
- 1.3 Guarantor's Obligations Continuing: The Guarantor's obligations under this Guarantee are and will remain in full force and effect by way of continuing security until no sum remains to be paid under the Agreement and TSL has irrevocably received or recovered all sums payable under the Agreement. Furthermore, those obligations of the Guarantor are additional to any other right which TSL may possess and may be enforced without first having recourse to the Client, any other person or any other security interest. The Guarantor irrevocably waives all notices and (except as required by the above Clause 1.1) demands of any kind.
- 1.4 Avoidance of Payments: The Guarantor shall on demand indemnify TSL against any funding or other cost, loss, expense or liability sustained or incurred by TSL as a result of it being required for any reason (including any bankruptcy, insolvency, winding-up or similar law of any jurisdiction) to refund all or part of any amount received or recovered by it in respect of any sum payable by the Client under the Agreement and shall in any event pay to TSL on demand the amount so refunded by it.
- 1.5 Indemnity: As separate, independent and alternative stipulations, the Guarantor unconditionally and irrevocably agrees that any sum which, although expressed to be payable by the Client 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 shall nevertheless be recoverable from it as if it were the sole principal debtor and shall be paid by it to TSL on demand.

### 2. Representations and Warranties

The Guarantor represents and warrants to and for the benefit of TSL as follows:

- 2.1 Powers: It has the power to enter into, exercise its rights and perform and comply with its obligations under this Guarantee.
- 2.2 Authorization and Consents : All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order:
  - 2.2.1 to enable the Guarantor lawfully to enter into, exercise its rights and perform and comply with its obligations under this Guarantee,
  - 2.2.2 to ensure that those obligations are valid, legally binding and enforceable, and
  - 2.2.3 to ensure that those obligations rank and will at all times rank at least equally and ratably 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.
- 2.3 Non-Violation etc.: Its entry into and/or performance of or 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.
- 2.4 Repetition: Each of the representations and warranties in this Clause 2 will be 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.

### 3. Interest

Payment of interest: The Guarantor agrees to pay interest to TSL, at the rate of interest applicable under the Agreement to overdue sums, on all sums demanded under this Guarantee from the date of TSL'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 TSL (both before and after judgment) at such rate of interest applicable under the Agreement to overdue sums.

### 4. Payments

- 4.1 Payments to be free and clear: All sums payable by the Guarantor under this Guarantee shall be paid free of any restriction or condition and free and clear of and (except to the extent required by law) 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.
- 4.2 Manner of payments: On each date on which any sum is due from the Guarantor it shall make that sum available to TSL, by payment in US\$ or, at TSL's election, in the currency in which the relevant sum would otherwise be payable under the Agreement. Payment shall be made in immediately available funds to such account as

TSL may specify.

**5. Set-off**

The Guarantor authorises TSL and its affiliates 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, any office of TSL and its affiliates in or towards satisfaction of any sum then due from it to TSL under this Guarantee and unpaid and, for that purpose, to convert one currency into another. In relation to TSL, an affiliate means an entity directly or indirectly controlling, controlled by or under common control with TSL. For this purpose, "control" of any entity or TSL means ownership of a majority of the voting power of the entity or TSL as the case may be.

**6. Transfer**

- 6.1 Guarantor: The Guarantor may not assign or transfer all or part of its obligations under this Guarantee.
- 6.2 TSL: TSL may assign or transfer all or part of its rights and obligations under this Guarantee with or without notice to the Guarantor. No consent shall be required from the Guarantor to any such assignment or transfer.
- 6.3 Disclosure of Information: TSL may disclose to an actual or potential assignee, transferee, sub-participant or to any regulatory authority requesting the same, such information about the Guarantor or any other person as TSL may think fit.

**7. No Implied Waivers, Remedies Cumulative**

No failure on the part of TSL to exercise, and no delay on its part in exercising, any right or remedy under this Guarantee will operate as a waiver thereof, nor will 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).

**8. Communications**

- 8.1 Each communication under this Guarantee shall be made by fax, telex or otherwise in writing. The initial contact details of each of the Guarantor and TSL are as listed above.
- 8.2 Deemed Delivery: Any communication or notice from the Guarantor shall be irrevocable, and shall not be effective until received by TSL. Any communication or notice from TSL to the Guarantor shall be conclusively deemed to be received by the Guarantor.

**9. Partial Invalidity**

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.

**10. Language**

The Guarantor hereby confirms that the Guarantor has received and read the English and Chinese versions of this Guarantee and that the Guarantor understands and accepts the terms set out in this Guarantee. In the event of any discrepancy between the Chinese text and the English text of this Guarantee, the English version shall prevail.

**11. Personal Data**

- 11.1 The Guarantor acknowledges and agrees that the Guarantor has read and understood TSL's Personal Information Collection Statement and that the personal data of the Guarantor held by TSL may be used for the purposes stated therein and transferred to the persons mentioned therein, and generally that such Statement shall apply to TSL's treatment of the personal data of the Guarantor.
- 11.2 The Guarantor understands that as an individual guarantor the Guarantor is entitled, by written request to TSL's Data Protection Officer, to access the personal information held about the Guarantor and, if applicable, to correct any inaccuracies in that information.
- 11.3 The Guarantor understands that the Guarantor's personal information may be supplied to credit reference agencies and in the event of default, debt collection agencies. The Guarantor is entitled, upon request, to be informed which items of information are routinely so disclosed, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agencies or debt collection agencies, as the case may be.

**12. Governing Law**

This Guarantee and all rights, obligations and liabilities hereunder shall be governed by and construed and may be enforced in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China. The Guarantor hereby agrees to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

SIGNED, SEALED and DELIVERED by:

WITNESS TO THE GUARANTOR'S SIGNATURE(S):-



\_\_\_\_\_  
*Signature*  
 Personal Particular of the Guarantor:  
 \_\_\_\_\_ ("the Guarantor"), which is  
 (Name of the Guarantor)  
 an individual residing at \_\_\_\_\_  
 \_\_\_\_\_  
 with a Hong Kong I.D Card No. / Passport No. of \_\_\_\_\_  
 and a telephone number of \_\_\_\_\_  
 and a fax number of \_\_\_\_\_  
 Occupation: \_\_\_\_\_

\_\_\_\_\_  
*Witness Signature*  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Occupation: \_\_\_\_\_

## LETTER OF PERSONAL GUARANTEE

## 個人擔保書

致： 天大證券有限公司 (下稱“天大證券”)  
香港中環添美道1號中信大廈24樓

有關： 戶口名稱： \_\_\_\_\_  
戶口號碼： \_\_\_\_\_  
住 址： \_\_\_\_\_  
(下稱“客戶”)

敬啟者：

基於天大證券同意依據天大證券與客戶訂立而由開戶表及附於該表格的客戶協議書(可不時由天大證券作出修改增補)所組成的協議(下稱“協議”)(謹此聲明擔保人已收妥其副本)向客戶提供或繼續提供無論是保證金與否的證券交易、信貸便利及其他財務通融及有關的服務，於下方簽署的擔保人(下稱“擔保人”)現同意以下各點：

### 1. 擔保及彌償

- 1.1. 擔保：擔保人無條件及不可撤銷地向天大證券擔保，表明如客戶沒有根據協議及時在天大證券指定的日期或方式支付任何根據協議應支付予天大證券的款項，包括但不限於任何開支、成本及損失，則作為主要責任人，擔保人將會向天大證券支付天大證券所要求支付的款項，但天大證券並沒有任何責任(不論是對擔保人、客戶或其他人士)作出任何該等要求或在任何具體時間作出該等要求。
- 1.2. 擔保人作為主要債務人：在擔保人與天大證券之間而言(但不影響客戶的責任)，擔保人將會根據本擔保書承擔作為唯一的主要債務人而不是單純作為保證人。擔保人同意向天大證券支付任何天大證券可能會要求支付的款項(不論天大證券有否向客戶給予第一機會支付及解除該項責任)。因此，如擔保人在作為唯一主要債務人的情況下有任何事物不會令其責任得以解除或其責任受到影響，則該等事物亦不會解除擔保人的責任或影響其責任，包括但不限於：
  - 1.2.1. 在任何時候向客戶或任何其他人士所給予的任何時間、容忍、讓步、寬免或同意；
  - 1.2.2. 任何對協議條款或條文的修訂或補充；
  - 1.2.3. 向客戶或任何其他人士作出任何支付款項的要求或未有作出該等要求；
  - 1.2.4. 強制執行或未有強制執行上述協議或本擔保書；
  - 1.2.5. 任何保證權益或其他擔保的取得、行使或解除；
  - 1.2.6. 客戶或任何其他人士的清盤、解散或破產，或正在採取任何行動以進行該等清盤、解散或破產；或
  - 1.2.7. 本擔保或上述協議的任何條文或根據或涉及本擔保或上述協議的任何一方的責任的不合法性、不正確性或未能強制執行或任何缺陷。
- 1.3. 擔保人的持續責任：除非根據上述協議沒有任何款項繼續需要支付及天大證券已不可撤銷地取得或討回所有根據上述協議應支付的款項，否則擔保人根據本項擔保的責任將會以持續保證的方式在現時及將來繼續全面生效。此外，擔保人所承擔的責任是額外於任何天大證券可能擁有及強制執行的其他權利，並可在無需首先向客戶、任何其他人士或任何保證權益進行追索的情況下而強制執行。擔保人不可撤銷地放棄任何性質的獲取通知及要求的權利(但上述第1.1條所規定者除外)。
- 1.4. 支付款項的退回：若天大證券因任何原因(包括破產、無償債能力、清盤或任何司法區中的類似法律)須退回全部或部份其客戶根據協議所支付的任何款項，擔保人須在接獲要求後彌償天大證券因此而招致的款項支出或其他費用、損失、開支或其他因此而承擔或招致的債務，並且無論如何須在接獲要求後向天大證券支付天大證券一如上述所須退回的任何款項。
- 1.5. 彌償：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(雖然根據上述協議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，擔保人並須應天大證券的要求向天大證券支付該等款項。

### 2. 陳述及保證

擔保人向天大證券及為天大證券的利益作出以下陳述及保證：

- 2.1. 權力：擔保人有權訂立本擔保，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的責任。
- 2.1. 授權及同意：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：
  - 2.1.1. 令擔保人合法地訂立本擔保及行使其根據本擔保之下的權利並且執行及遵守本擔保的責任；
  - 2.1.2. 以確保這些責任是有效的、具法律約束力的及可強制執行的；及
  - 2.1.3. 以確保這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)。
- 2.2. 不違反等：擔保人訂立本擔保及/或履行或遵守本擔保之下的責任，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文件所授予或施加的任何借貸或其他的權力或限制，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。
- 2.3. 重複：只要根據協議仍有任何款項需予支付，此第2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。

### 3. 利息

支付利息：擔保人同意如擔保人未能如期償還天大證券根據本擔保所要求清還的任何款項，擔保人將為該筆過期的款項支付利息。有關利息將會由天大證券作出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，直至天大證券收回該等款項為止(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率計算有關利息。

### 4. 支付

- 4.1. 支付款項必須不附帶限制及清楚：擔保人根據本擔保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(法律另有規定者除外)，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。
- 4.2. 支付方式：在每個到期付款的日子，擔保人須向天大證券提供有關的即時可動用款項，以美元或由天大證券酌情決定根據上述協議所指定的有關款項的貨幣，將該款項支付入天大證券指定的帳戶之內。

### 5. 抵銷

擔保人授權天大證券及其聯屬人在毋須給予事先通知的情況下，將擔保人在天大證券及天大證券任何聯屬人的帳戶中實益擁有的款項結餘(不論當時是否到期)或將天大證券及天大證券任何聯屬人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所虧欠天大證券而仍未付還的款項。為達至該目的，擔保人並且授權天大證券將有關款項由一種貨幣轉換成另一種貨幣。聯屬人就天大證券而言，指天大證券直接或間接擁有的任何實體，任何直接或間接擁有天大證券的實體；或任何與天大證券一樣直接或間接地由同一擁有人所擁有的實體。就此而言，“擁有”一個實體或天大證券指持有該實體或天大證券的過半數表決權。

## 6. 轉讓

- 6.1. 擔保人：擔保人不得出讓或轉讓其根據本擔保之下的所有或部份責任。
- 6.2. 天大證券：天大證券可於通知或不通知擔保人的情況下出讓或轉讓天大證券根據本擔保之下的所有或部份權利及責任。就任何該等出讓或轉讓而言，天大證券毋須取得擔保人的同意。
- 6.3. 資料披露：天大證券可在其認為適當的情況下，向任何實在的或潛在的承讓人、轉讓人、次級參與者或任何監管機構披露有關擔保人或任何人士的資料。

## 7. 無隱合的寬免、累積的補救

即使天大證券未有或延遲行使根據本擔保之下的任何權利或補救，亦不會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，亦不會限制天大證券日後行使或進一步行使有關其他的權利或補救。本擔保所述的權利及補救是累積的，並且不會排除任何其他的權利或補救(不論是否由法律所規定)。

## 8. 通訊

- 8.1. 根據本擔保所作出的通訊須由傳真、電郵或書面方式作出。擔保人及天大證券各自最初的聯絡資料列出如上。
- 8.2. 視作交付：擔保人所作出的通訊或通知將會是不可撤銷的，並且要直至天大證券收到後方才生效。任何由天大證券作出的通訊或通知將會不可質疑地視作為已由擔保人收受。

## 9. 部份不生效

本擔保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。

## 10. 語言文字

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

## 11. 個人資料

- 11.1. 擔保人已看過及明白天大證券的個人資料收集聲明，擔保人並同意天大證券持有關於擔保人的個人資料將被用作該聲明內所列明的用途及轉交至該聲明內所述及的人士。一般而言，該聲明將適用於天大證券處理擔保人的個人資料程序中。
- 11.2. 擔保人明白其作為個人擔保人是有權向天大證券的個人資料保護主任提出書面的請求去查閱被持有關於擔保人的個人資料及(若適用者)要求更改該些資料錯誤的地方。
- 11.3. 擔保人明白擔保人的個人資料可被提供予信貸資料服務機構及於欠帳時給予收數公司。擔保人有權要求被通知那些資料的項目是一般性會被披露，及獲提供進一步資料藉此可向有關機構提出查閱及更正的要求。

## 12. 準據法

本擔保書及所有在其之下的權利、義務及責任將由中華人民共和國香港特別行政區的法律所約束和詮釋，並可依照該等法律被執行。擔保人同意接受中華人民共和國香港特別行政區法院的非獨佔性司法管轄權的約束。

此擔保書於\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

由\_\_\_\_\_簽署、蓋章和交付：

見證擔保人簽署的見證人：



簽署人：

擔保人資料：

\_\_\_\_\_ (“擔保人”)，為

(擔保人名稱)

一個人，現居於 \_\_\_\_\_

香港身份證/護照號碼為 \_\_\_\_\_

電話號碼為 \_\_\_\_\_

傳真號碼為 \_\_\_\_\_

職業為 \_\_\_\_\_

見證人簽署

姓名：\_\_\_\_\_

地址：\_\_\_\_\_

職業：\_\_\_\_\_