信有道證券有限公司
Signal D Securities Limited

致: 信有道證券有限公司(中央編號：BXP722)-交收部
TO: Signal D Securities Limited (CE No. :BXP722) - Settlement Department
地址:香港上環皇后大道中222號啟煌商業中心1樓102室
Room 102, 1/F Kai Wong Commercial Building, 222 Queen's Road Central, Sheung Wan,Hong Kong
電話Tel: (852) 35895899 傳真Fax: (852) 36189916 客服電郵：cs@signald.com.hk

擔保書Guarantee Letter

鑒於貴行同意或持續按照貴行與客戶訂立之協議及其不時之修訂(「協議」)向_____(客戶名稱)

，地址為 _____(客戶地址)

(「客戶」) 提供證券及/或期貨交易及相關服務，本擔保書簽署人現同意如下:

In consideration of your agreeing to provide or continue to provide to _____(name of the Client)

Of _____(address of the Client)
(the "Client") securities and/or futures trading and related services pursuant to an agreement between you and the Client as amended from time to time (the "Agreement") (receipt of a copy whereof is hereby acknowledged), the undersigned hereby agrees as follows:

1. 無限額擔保及彌償Unlimited Guarantee and Indemnity

- 本人/吾等以擔保人之身份(擔保人之資料詳見附表一)現無條件及不可撤回地向貴行保證如客戶沒有支付任何根據協議到期及須支付之款項，包括但不限於協議所須支付之利息、開支、費用及損失，本人/吾等作為主要義務人將會向貴行支付貴行要求支付之款項，惟貴行對本人/吾等、客戶或其他人士並無任何責任 作出任何該等要求或在任何特定時候作出該等要求。I/We, the Guarantor(s) (see Schedule 1 below for particulars of the Guarantor(s)), hereby unconditionally and irrevocably guarantee to you that, if for any reason the Client does not pay any sum due and payable by it under the Agreement, including without limitation all interests, expenses, costs and losses payable thereunder, I/we as primary obligor will pay to you that sum on demand by you provided you shall not be under any obligation, whether to me/us, the Client or otherwise, to make any such demand or to make such demand at any particular time.

- 在本人/吾等與貴行之間(但不影響客戶的責任)，本人/吾等在本擔保書下應負有猶如本人/吾等是唯一的主要債務人一樣的責任 而非僅為 擔保人。本人/吾等同意向貴行支付貴行要求之款項，不論貴行有否要求客戶付款。若本人/吾等為唯一主要債務人而責任不會獲解除或受影響之任何事情不會相應地解除或影響本人/吾等的責任，該等事情包括但不限於: As between me/us and you but without affecting the Client's obligations, I/we shall be liable under this Guarantee as if I/we were the sole principal debtor and not merely a surety. I/We agree to pay you such sum as may be demanded by you whether or not you have demanded the Client for payment. Accordingly, I/we shall not be discharged, nor shall my/our liability be affected, by anything which would not discharge me/us or affect my/our liability if I/we were the sole principal debtor including without limitation:
  (a) 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；any time, indulgence, concession, waiver or consent at any time given to the Client or any other person;
  (b) 任何對協議的修訂；any amendment to the Agreement;
  (c) 對客戶或任何其他人士作出或未能或延遲作出的付款要求；the making or failure or delay to make any demand on the Client or any other person for payment;
  (d) 執行或未能或延遲執行協議或本擔保書；the enforcement or failure or delay to enforce the Agreement or this Guarantee;
  (e) 任何擔保權益或其他擔保之採納、存在或解除；the taking, existence or release of any security interest or other Guarantee
  (f) 客戶或任何其他人士之清盤、解散、身故、精神錯亂、無行為能力或名稱、稱號或組成之更改或破產或被採取任何該清盤、解散或破產之任何步驟； the winding-up, dissolution, death, insanity, incapacity or any change in the name, style or constitution or bankruptcy of the Client or any other person, or any step being taken for any such winding-up, dissolution or
  或 or
  (g) 本擔保書或協議之任何條款或任何一方在本擔保書或協議下或與之有關之任何責任之不合法、無效或不可強制執行或任何欠妥之處。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.
- 本人/吾等在本擔保書下責任為持續擔保，並保持具有十足效力及作用，直至協議下之款項繳清而貴行已不可撤回地收取或收回所有在協議下須支付之款項為止。此外，本人/吾等之責任均附加於貴行所可能擁有的其他權利，並可毋須先向客戶、任何其他人士或任何其他擔保權益追索下執行。本人/吾等不可撤回地免除所有任何形式之通知及(上文第 1.1 條規定則除外)付款通知。My/Our 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 you have irrevocably received or recovered all sums payable under the Agreement. Furthermore, those of my/our obligations are additional to any other right which you may possess and may be enforced without first having recourse to the Client, any other person or any other security interest. I/We irrevocably waive all notices and (except as required by the above Clause 1.1) demands of any kind.

- 本人/吾等須應要求就貴行因任何理由(包括任何破產、無力償債、清盤或任何司法管轄區之相類法律)而被要求退還全部或部份貴行就客戶在協議下須支付之任何款項而收取或追討之款項而蒙受或招致之任何款項或其他費用、損失、開支或責任，對貴行作出彌償，並須在任何情況下應要求向貴行支付貴行所退還之款項。 I/We shall on demand indemnify you against any funding or other cost, loss, expense or liability sustained or incurred by you as a result of 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 you in respect of any sum payable by the Client under the Agreement and shall in any event pay to you on demand the amount so refunded by you.

- 作為一個別、獨立及交替的規定，本人/吾等無條件及不可撤回地同意因任何理由(不論是否現時存在及不論協議任何一方是否已經或將會知悉)而不能基於擔保向本人/吾等追討之任何款項，(儘管在相關協議中明文規定須由客戶支付)將可向本人/吾等追討，猶如本人/吾等為唯一主要債務人一樣，並將由本人/吾等應要求向貴行支付。As separate, independent and alternative stipulations, I/we unconditionally and irrevocably agree 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 me/us on the basis of a guarantee shall nevertheless be recoverable from me/us as if I/we were the sole principal debtor and shall be paid by me/us to you on demand.

- 本擔保書應對本人/吾等及本人/吾等之遺產承辦人、遺產管理人、合法代表、繼承人及受讓人均具約束力並可強制執行，直至貴行收到本人/吾等送達貴行之書面終止擔保書通知書後三個月屆滿為止。任何該通知書不應解除本人/吾等在該通知書期限屆滿前所存在的責任。This Guarantee shall be binding on and enforceable against me/us and my/our executors, administrators, legal representatives, successors and assigns until the expiration of three months after your receipt of a written notice to terminate this Guarantee served by me/us. Any such notice shall not release me/us in respect of liabilities existing before the expiration of the said notice.

2. 陳述及保證Representations and Warranties

本人/吾等為貴行之利益向貴行陳述及保證：I/We represent and warrant to you and for your benefit as follows:

- 本人/吾等有權訂立本擔保書、行使本人/吾等在本擔保書下之權利及履行及遵守本人/吾等在本擔保書下之責任。I/We have the power to enter into, exercise my/our rights and perform and comply with my/our obligations under this Guarantee.

- 為致使或確保下列事項須採取、履行及作出之所有行動、條件及事情已獲採取、履行或作出：All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order to enable or ensure the following have been taken, fulfilled or done:
  - (a) 本人/吾等合法地訂立本擔保書、行使本人/吾等在本擔保書下之權利及履行及遵守本人/吾等在本擔保書下之責任；I/we lawfully enter into, exercise my/our rights and perform and comply with my/our obligations under this Guarantee,
  - (b) 本擔保書下之責任的有效性、法律約束力及可強制執行性；及that those obligations are valid, legally binding and enforceable, and
  - (c) 本擔保書下之責任的排列次序在各方面均會及將會時刻最少與本人/吾等其他無抵押債項相等，但在本人/吾等清盤、解散或破產時藉法律的施行而較為佔優之無抵押債項除外。that those obligations rank and will at all times rank at least equally and rateably in all respects with all my/our other unsecured indebtedness except for such unsecured indebtedness as would, by virtue only of the operation of law, be preferred in the event of my/our winding-up, dissolution or bankruptcy.

- 本人/吾等執行、履行或遵守本人/吾等在本擔保書下之責任並不會及將不會違反或超逾本人/吾等須受之規管之任何法律或本人/吾等之組成文件所授予或加諸之任何限制，或導致本人/吾等之資產出現或致令本人/吾等有責任設立任何抵押。My/Our execution and performance of or compliance with my/our obligations under this Guarantee do not and will not violate or exceed any restriction granted or imposed by any law to which I am/we are subject or my/our constitutional documents, or result in the existence of, or oblige me/us to create, any security over my/our assets.

- 凡在協議下仍有任何須繳付之款項，則本第 2 條中之每項陳述及保證在各方面將為正確及獲遵從猶如已參照當時情況而重覆一樣。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. 利息Interest

本人/吾等將自貴行要求付款當日或產生引致該付款要求之賠償、損失、費用、責任或開支之較早日子起，支付按適用於協議下之逾期欠款之該利率計算的利息，直至貴行收取該款項為止(判決之前及之後)。I/We will pay interest to you, at the rate of interest applicable under the Agreement to overdue sums, on all sums demanded under this Guarantee from the date of your 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 you (both before and after judgment) at such rate of interest applicable under the Agreement to overdue sums.

4. **付款Payments**

- 本人/吾等在本擔保書下須支付之所有款項應不受任何限制或條件及不被扣減或預扣(法律規定則除外)影響，不論是因稅項、以抵銷或其他形式作出，而任何付款應相應增加至達到該目的所必要之程度。All sums payable by me/us 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.

- 在本人/吾等須支付任何款項之日期，本人/吾等應以港幣或貴行所選擇之貨幣向貴行支付在協議下所須支付之相關款項。款項應以即時可動用之資金支付至貴行所指定之該帳戶。On each date on which any sum is due from me/us, I/we shall make available to you, by payment in Hong Kong dollars or, at your 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 you may specify.

5. **抵銷Set-off**

除貴行在法律下所可能享有之任何一般留置權或相類權利外，貴行亦可隨時將本人/吾等在貴行或貴集團之任何成員之任何類型及任何貨幣及不論是個人或與其他人士共同持有之帳戶中之任何款項抵銷或轉移以解除本人/吾等欠負貴行或貴集團任何成員之所有債務而不作事先通知，不論該債務為主要、附屬、各別、共同或以其他貨幣為面值。只要任何欠負貴行或貴集團任何成員之債務為或有或將來的，貴行向本人/吾等支付任何該等帳戶中之任何款項之責任將暫緩至足以涵蓋該數額之程度，直至該或有或將來之事宜發生為止。為本條之目的，若任何公司直接或間接控制、受控於貴行或與貴行共同受控，該公司為貴集團成員。In addition to any general lien or similar right to which you may be entitled at law, you may, at any time and without prior notice, set off or transfer any monies standing to the credit of my/our account with you or any member of your group of whatever description and in whatever currency and whether held singly or jointly with others towards discharge of all my/our liabilities to you or any member of your group whether such liabilities be primary, collateral, several, joint or in other currencies. Insofar as any of the liabilities to you or any member of your group are contingent or future, your liability to me/us to make payment of any sums standing to the credit of any such accounts will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event. For the purpose of this Clause, a company is a member of your group if it is directly or indirectly controlling, controlled by or under common control

6. **轉讓Assignment**

- 本人/吾等不可轉讓或轉移本人/吾等在本擔保書下之所有或任何權利或責任。I/We may not assign or transfer all or any of my/our rights or obligations under this Guarantee.

- 貴行可轉讓或轉移貴行在此下之全部或部份權利、利益及責任予貴行按其絕對決定權認為合適的該等人士，及向準受讓人或擬與貴行就本擔保書訂立合約安排之任何其他人士透露關於本人/吾等之資料。You may assign or transfer all or part of your rights, benefits and obligations hereunder to such person(s) and disclose to a potential transferee or any other person proposing to enter into contractual arrangements with you in relation to this Guarantee such information about me/us as you may at your absolute discretion think fit.

7. **其他事項Miscellaneous**

- 貴行未能或延遲行使本擔保書之任何權利、權力或特權均不應作寬免用，對任何該權利、權力或特權之單一或部份行使、執行或寬免不應妨礙貴行之進一步行使、執行或對此下任何其他權利、權力或特權之行使或執行。Failure or delay in exercising any rights, power or privilege by you in respect of this Guarantee shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power or privilege preclude you from further exercise, enforcement, or the exercise or enforcement of any other right, power of privilege hereunder.

- 本擔保書之權利及補救方法為可積累而不排除任何其他權利或補救方法(不論是否法律規定)。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).

- 若本人/吾等由多於一位人士組成，各人在此下將負共同及各別的責任。貴行對任何一位該等人士所作之任何通知、付款或交付，應已十足及完滿履行貴行在本擔保書下之通知、付款或交付之責任。If I/we consist of more than one person, then the liabilities of each such person hereunder shall be joint and several. Any notice, payment or delivery by you to either or any one of such persons shall be a full and sufficient discharge of your obligations to notify, pay or deliver under this Guarantee.

- 在本擔保書因任何理由被終止的情況下，貴行可在簿冊上與客戶開立及維持一個新的或個別的帳戶，若貴行實際上並沒有開立該新或個別帳戶，則貴行應被視為經已在本擔保書終止時開立新的或個別的帳戶，而客戶自此以後支付予貴行至該戶口的款項應存放至或被視為存放至所開立或被視為已開立之新的或個別的帳戶中，而不應在本擔保書終止時被扣除作本擔保書所擔保之款項，惟本條所載之內容不應損害貴行在此下謹獲擔保支付之款項之擔保。In the event of this Guarantee being determined for any reason whatsoever you may open and continue a new or separate account with the Client in your books and if you do not in fact open such new or separate account you shall nevertheless be deemed to have done so at the time this Guarantee is determined and as from and after that time all payments in account made by the Client to you shall (notwithstanding any legal or equitable rule or presumption to the contrary) be placed or deemed to have been placed to the credit of the new or separate account so opened or deemed to have been opened as aforesaid and shall not go in reduction of the amount secured by this Guarantee at the time this Guarantee is determined provided always that nothing contained in this clause shall prejudice the security which you otherwise would have had hereunder for the payment of the moneys hereby guaranteed.

- 貴行有權在本擔保書所擔保之所有款項獲全數支付後保留本擔保書至貴行認為合適之該時期。You are entitled to retain this Guarantee for such period as you deem fit after all the amounts secured by this Guarantee have been fully discharged.

- 若本擔保書中英文版本有任何差歧，以英文版本為準。In the event of any discrepancy between the English and the Chinese version of this Guarantee, the English version shall prevail.

8. 通訊Communication
- 在本擔保書下之每項通訊均應以傳真或以書面方式傳送或寄送至作出通訊之該方最後知悉之傳真號碼或地址。Each communication under this Guarantee shall be made by fax or otherwise in writing to the fax number or address last known to the party making the communication.
- 本人/吾等所發出之任何通訊應為不可撤回及在貴行收到時方始生效。貴行向本人/吾等發出之任何通訊或通知均應被視為本人/吾等已收取。Any communication or notice from me/us shall be irrevocable and shall not be effective until received by you. Any communication or notice from you to me/us shall be conclusively deemed to be received by me/us.

9. 部份失效Partial Invalidity

本擔保書之任何條文在任何司法管轄區之法律下變成不合法、失效或不可強制執行不應影響其在任何其他司法管轄區之法律下及任何其他條文之合法性、有效性及可強制執行性。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. 個人資料Personal Data

本人/吾等已閱畢並明白貴行至客戶有關個人資料(私隱)條例向客戶發出的通知並同意貴行持有本人/吾等之個人資料可為當中所載之目的(可不時修改)使用及向當中所載之該等類別人士(可不時修改)透露。I/We have read and understood your Notice to Clients relating to the Personal Data (Privacy) Ordinance and agree that my/our personal data held by you may be used for the purposes and disclosed to such classes of persons as stated therein (as amended from time to time).

11. 管轄法律Governing Law

本擔保書將受中華人民共和國香港特別行政區之法律所規管並據之解釋。本人/吾等謹此接受中華人民共和國香港特別行政區法院之非獨有司法管轄權所規管。This Guarantee shall be governed and construed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China. I/We hereby submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.

給擔保人之警告性提示：一旦 閣下/貴公司決定簽立擔保書及進行交易, 閣下/貴公司在擔保書之責任將為無限及不可撤銷。建議閣下/貴公司詢問獨立專業人士(包括法律)之意見。A warning notice to guarantor Once you/your company decides to sign the Deed of Guarantee and process transactions, the liability of you/your company is unlimited and irrevocable under the Deed of Guarantee. You/your company is advised to inform the opinion of independent profession (include legal).

附表一 Schedule 1：

擔保人資料Particulars of The Guarantor

擔保人名稱Name of Guarantor	
身份證/護照/公司註冊證/商業登記證號碼* ID/Passport/CI/Business Registration No*	
電話號碼Telephone No.	
住宅/註冊地址 Residential/Registered Address	

日期 DATED this _____ day of _____

(只適用於個人擔保人For individual guarantor only)

擔保人姓名 Name of Guarantor)
)

_____
擔保人簽署 Signature of Guarantor

(只適用於法團擔保人 For corporate guarantor only)

簽署、蓋章並交付 SIGNED SEALED AND DELIVERED
僅此代表 For and on behalf of)
)
)
由 by)

_____
擔保人簽署(附加公司印鑑)
Signature of Guarantor (with company chop)

由以下人士見證 In the presence of

見證人姓名 Name of Witness：)
身份證/ 護照號碼 ID/Passport No.：)
職業/專業資格 Occupation/Professional Qualification：)
地址 Address：)
)

_____
見證人簽署
Signature of Witness