

**擔保書 (只適用於公司客戶)**  
**Deed of Guarantee (only for Corporate Client)**

致: 寶生證券及期貨有限公司 (“寶生” 或 “本公司”)  
To: 香港中環德輔道中 2 號 A 中國銀行大廈 7 樓  
Po Sang Securities and Futures Limited (“Po Sang” or “the Company”)  
7/F, Bank of China Building, 2A Des Voeux Road Central, Hong Kong

日期:  
Date: \_\_\_\_\_

擔保人姓名:  
Name of Guarantor : \_\_\_\_\_

身份證/註冊號碼:  
ID/Incorporation No.: \_\_\_\_\_

擔保人地址:  
Address of Guarantor: \_\_\_\_\_

客戶姓名:  
Name of Client: \_\_\_\_\_

**有關: 證券交易賬戶**  
**Re: Securities Trading Account**

我/我們 (以下稱為 “擔保人”) 考慮到寶生為上述客戶 (以下稱為 “委託人”) 開設證券交易賬戶、及經常根據委託人簽字的證券交易賬戶協議規範協定 (總稱為 “上述協定”), 向委託人借款、提供信貸、或提供延期, 我/我們在此向寶生擔保, 委託人一定會遵守和執行上述協定的條款和規定, 我/我們在此同意並與寶生訂立契約, 並且宣佈:

In consideration of Po Sang having agreed to open a Securities Trading Account (“Account”) and from time to time making advances to or giving credit or granting time to above-named client of Po Sang (hereinafter referred to as the “Principal”) under and in accordance with the terms and conditions in the Agreement for Securities Trading Account signed by the Principal (together, the “Agreement”), I/we, the undersigned, DO HEREBY GUARANTEE to Po Sang that the Principal will observe and perform the covenants terms and conditions on the part of the Principal under the Agreements AND I/WE HEREBY AGREE AND COVENANT with Po Sang and DECLARE as follows:-

1. 完全彌償寶生因委託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。  
Fully to indemnify and save Po Sang harmless from any and all damages which Po Sang 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.
2. 擔保人會根據寶生的要求, 向寶生付款並且在此保證償還委託人應向寶生支付的款項, 以及所有的利息、佣金和寶生可能在業務中向委託人收取的其他費用, 以及寶生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。在寶生向我/我們提出彌償要求前不必先向委託人提出任何索償行動。  
The Guarantor will pay Po Sang on demand and hereby guarantees the repayment to Po Sang on demand of all sums of money which now are or shall hereafter become due to Po Sang from the Principal in respect of any transaction in the account of the client at Po Sang with all interest, costs, commission and other charges and expenses which Po Sang may charge against the Principal and all costs, charges and expenses which Po Sang may incur in enforcing or obtaining payment of the sums of money due to Po Sang from the Principal. It shall not be necessary for Po Sang to make any demand on or take any action against the Principal before making any demand on or recovering payment from me/us.
3. 此項擔保持續有效, 是一份持續性擔保書, 適用於委託人應向寶生支付款項的所有餘額。  
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 Po Sang from the Principal.
4. 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。  
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.

5. 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寶生終止擔保，確定從寶生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寶生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. 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 Po Sang notice in writing to determine this guarantee at a date not less than three calendar months after the receipt by Po Sang 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 Po Sang from the Principal 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以後，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寶生的應付款承擔責任。  
Notwithstanding any such notice of determination as aforeside this guarantee shall as well before as after such notice of determination be a security for all monies becoming due to Po Sang from the Principal in respect of any transaction entered into prior to the date of this guarantee under the provision of Clause 5.
7. 即使寶生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，寶生仍可合法地繼續使用委託人的現有賬戶或為委託人開立一個或多個新賬戶，此後支付到這個或這些賬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。  
It shall be lawful for Po Sang 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.
8. 根據該擔保書，委託人破產或喪失還債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還債能力之前發生的對寶生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 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 Po Sang shall have been repaid all monies due to Po Sang from the Principal immediately before the bankruptcy or insolvency of the Principal.
9. 此項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 Principal or by any change in the constitution of the Principal.
10. 只要在委託人的賬戶上還有未清償的應支付給寶生的款項，該擔保書就不可撤銷並具有約束力，它是我/我們、我/我們的受讓人、遺產執行人和遺產管理人作出的持續性保證。  
So long as there are any monies outstanding under the Principal's Account with Po Sang, this guarantee shall be irrevocable and binding as continuing security on me/us, my/our assigns, executors and administrators.
11. 此項擔保和寶生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，即寶生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，寶生修改、放棄、刪除或忽略這些擔保的實施，或者寶生修改或終止對委託人的債權，或者寶生將持有的匯票、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 Po Sang's rights under it shall be in addition to and shall not be affected or prejudiced by Po Sang's holding or taking any other or further securities which Po Sang may now or hereafter hold from or on Account of the Principal or by Po Sang's varying, releasing or omitting or neglecting to enforce any such securities or by Po Sang's varying or determining any credit to the Principal or by Po Sang'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 Po Sang.
12. 寶生從委託人處或其資產中收取的所有紅利組合及款項，都應該視為對寶生的償還，直至寶生從委託人處取回所有欠款後，本人才有權利取代寶生向委託人追討。  
All dividends compositions and monies received by Po Sang from the Principal or from the assets of the Principal capable of being applied by Po Sang in reduction of the indebtedness of the Principal shall be regarded for all purposes as payments of the amount due. My/Our right to subrogate Po Sang in respect thereof shall not arise until Po Sang shall have received the full amount of Po Sang's claims against the Principal.

13. 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，都不能損害或影響寶生按本擔保書向擔保人追討全數欠款的權利。  
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 Po Sang's right to recover from the Guarantor to the full extent of this guarantee.
14. 寶生有自由且不受限制地為了自己的利益而隨時以寶生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。寶生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。  
Po Sang shall be liberty but not bound to resort for Po Sang's own benefit to any other means of payment at any time and in any order Po Sang think fit without thereby diminishing the liability of the Guarantor. Po Sang 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.
15. 寶生和委託人或代表其利益的其他人之間確認的賬戶，擔保人必須將其作為委託人寶生的應付款賬目的確鑿證據並且加以接受。委託人或他人代表委託人向寶生償還的任何款項，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，根據擔保書的條款規定，都表示擔保人對該責任的認可。  
Any Account stated by Po Sang and the Principal or on his behalf may be adduced by Po Sang and shall be accepted by the Guarantor as conclusive evidence of the amount be due from the Principal to Po Sang. Any payment to Po Sang 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 term thereof.
16. 寶生管理者提供的關於委託人對寶生的債務欠款證明，在任何對抗我/我們或我們中的任何一人的法律程序中應該作為確鑿證據。  
A certificate by an officer of Po Sang as to the money and liabilities for the time being due to Po Sang from the Principal shall be conclusive evidence in any legal proceedings against me/us or any of us.
17. 現在和今後委託人對擔保人的欠債，皆從屬於委託人對寶生的債務。委託人對擔保人的債務應該由擔保人以寶生信託人身份從委託人處收款、執行和收回，然後根據委託人對寶生的債務支付給寶生，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。  
Any indebtedness of the Principal now or hereafter held by the Guarantor is hereby subordinated to the indebtedness of the Principal to Po Sang. Such indebtedness of the Principal to the Guarantor if Po Sang so require shall be collected, enforced and received by the Guarantor as trustee for Po Sang and be paid over to Po Sang on Account of the indebtedness of the Principal to Po Sang but without reducing or affecting in any manner the liability of the Guarantor under the other provisions of this guarantee.
18. 只要還有欠款未還清，寶生就對擔保人在貴處任何賬戶上現金和今後的存款享有扣押權。  
Po Sang shall so long as any money remains owing hereunder have a lien therefore on all monies now or hereafter standing to the credit of the Guarantor with Po Sang on any Account.
19. 寶生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，並不構成解除擔保人的責任的藉口。  
Nothing done or omitted by Po Sang in pursuance of any authority or permission contained in this guarantee shall affect or discharge the liability of the Guarantor under it.
20. 不論委託人是不是沒有法人資格或於法律其不存在，本擔保書對我/我們仍然有效及有約束力，就好像我/我們與委託人有共同和個別的责任。  
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 me/us and have effect as though I/we were joint and several Principal debtors.
21. 此項擔保書仍然對擔保人有約束力，即使寶生可能和其他公司或數個公司、個人或幾個人發生合併，或者寶生進行結構重組，並把寶生所有或一部份的資產轉移給新公司，或者寶生把企業或資產的全部或一部份賣給其他企業，不論上述與寶生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寶生相同，擔保人的意圖是該擔保書仍然在有利於寶生的所有方面保持有效，該擔保書的利益和所有授予寶生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寶生，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 Po Sang with any other company or companies, person or persons or notwithstanding any reconstruction by Po Sang involving the

formation of and transfer of all or any of Po Sang's assets to a new company or notwithstanding the sale of all or any part of Po Sang's undertaking and assets to another company whether the company or companies with which Po Sang amalgamate or the company to which Po Sang transfer all or any of Po Sang's asset either on a reconstruction or sale as aforesaid shall or shall not differ in their or its objects character and constitution from Po Sang 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 Po Sang 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 Po Sang.

22. 根據本擔保書所發出的通知應該通過電報或電傳送給寶生，或用預付信封郵寄到寶生的註冊辦公室或所知道的最新地址，有關通知應該視為以上述方式發送的當天或者郵寄的第二天送達。  
Any notice required to be given or made under this guarantee may be given or made by leaving the same or sending it through telegram or telex or sending it through the post in a prepaid envelope addressed to Po Sang's registered office or last known place of abode. A notice so given or made shall be deemed to be given or made on the day it was so left or the day following that on which it is posted as the case may be.
23. 我們理解和同意，除非以書面形式由寶生簽署，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。  
It is understood and agreed that none of terms or provisions of this guarantee may be waived, altered, modified or amended except in writing duly signed for and on Po Sang's behalf.
24. 此項擔保書受香港特別行政區法律的約束和解釋，我/我們接受香港法院的司法管轄區。  
This guarantee shall be governed by and interpreted in accordance with the laws of the Hong Kong Special Administrative Region and I/we accept the jurisdiction of the Hong Kong Courts.

**個人擔保人**

**SIGNATURE OF INDIVIDUAL GUARANTOR**

簽署、蓋印並送交	)	
SIGNED, SEALED AND DELIVERED	)	
姓名	)	
As a Deed of Guarantor	)	
見證人	)	
In the presence of:	)	_____ 擔保人簽署 Signature of Guarantor

\_\_\_\_\_  
見證人簽署 Signature of Witness

\_\_\_\_\_  
見證人姓名 Name of Witness

**公司擔保人**

**SIGNATURE OF CORPORATE GUARANTOR**

公司的法團公章	)	
SEALED WITH THE COMMON SEAL OF THE	)	
公司授權人姓名	)	
Guarantor and Signed by	)	
	)	
	)	
見證人	)	
In the presence of:-	)	_____ 獲授權人士簽署 Signature of Authorized Persons

\_\_\_\_\_  
見證人簽署 Signature of Witness

\_\_\_\_\_  
見證人姓名 Name of Witness

## 擔保人資料表 Guarantor Profile Information

擔保人(個人) Individual Guarantor	
擔保人姓名 Name of Guarantor <span style="float: right;">Mr. 先生/Mrs. 太太/ Miss 小姐</span> (英文 English) _____ (中文 Chinese) _____	
出生日期 Date of Birth: <span style="margin-left: 20px;">日 Date/</span> <span style="margin-left: 20px;">月 Month/</span> <span style="margin-left: 20px;">年 Year</span>	
性別 Sex:	國籍(國家/地區) : Nationality (Country / Region):
香港身份證或護照號碼 (請附副本): HKID / Passport No. (Please enclose copy):	
住宅地址 Residential Address:	
聯絡電話號碼 Contact Tel. No.:	傳真號碼 Fax No.:
電郵地址 E-mail Address:	
職業 Occupation	
<input type="checkbox"/> 受僱 Employed <span style="margin-left: 150px;"><input type="checkbox"/> 自僱 Self-Employed</span>	
公司名稱 Company Name	
公司地址 Business Address	
職業或業務性質 Occupation (or Type of Business)	任職年期 Year(s) Employed

擔保人(公司) Company Guarantor	
擔保人名稱 Name of Guarantor (英文 English) _____ (中文 Chinese) _____	
註冊日期 Date of Incorporation: <span style="margin-left: 20px;">日 Date/</span> <span style="margin-left: 20px;">月 Month/</span> <span style="margin-left: 20px;">年 Year</span>	註冊國家/地區 Country / Region of Incorporation
註冊成立證書號碼 Certificate of Incorporation No.	香港商業登記編號 Business Registration No. (Hong Kong)
在成立國家/地區之註冊地址 Address of Registered Office in Country / Region of Incorporation	
業務地址 (如與註冊地址有異) Business Address (if different from Registered Address)	
公司業務性質 Nature of Business	電郵地址 E-mail Address
聯絡電話號碼 Contact Tel. No.	傳真號碼 Fax No.

**相關身份披露 Disclosure of Identity**

閣下/ 貴公司是否寶生證券及期貨有限公司及/或其相關公司之客戶(或於其他公司戶口擁有最終權益)?

Are you / the company (or via a company in which you have ultimate beneficial interests) a client of Po Sang Securities and Futures Limited and/or its associated companies?

是, 本人客戶號碼是 Yes, my account number: \_\_\_\_\_

否 No

與客戶關係 Relationship with the client(s): \_\_\_\_\_

閣下是否在該客戶戶口擁有權益?

Do you have any beneficial interest in the account(s) of client(s)?

是 Yes

否 No

\_\_\_\_\_  
擔保人簽署 Signature by Guarantor

(公司擔保人須公司印章)

(with Company Chop for Company Guarantor)

\_\_\_\_\_  
日期 Date