

To: Win Securities (HK) Limited (“WSL”)
Room 2537-2539, 25th Floor, Sun Hung Kai Centre,
30 Harbour Road, Wan Chai, Hong Kong
致: 贏證券有限公司 (“贏證券”)
香港灣仔新鴻基中心 25 樓 2537-2539 室

GUARANTEE 擔保書

Now this deed of guarantee (this “Deed”) witnesseth as follows: -
本擔保契約（以下稱為“本契約”）見證如下：

I/We, the undersigned _____ (Name) of _____
_____ (Address) (the “Guarantor”, “me” or “us”) is/are
entering into this Deed in consideration of Win Securities Limited (“WSL” or “you”) having agreed to open a securities trading
account (the “Account”) for _____ of _____
_____ (the “Customer”) and from time to time making advances to
or giving credit or granting time to the Customer under and in accordance with the terms and conditions in the Client Agreement for
Securities Trading signed by the Customer (together, the “Agreements”),

我/我們，以下簽署人 _____ (姓名) 於 _____
_____ (地址)（以下稱為“擔保人”，“我”或“我們”）考慮到贏證券有限公
司（以下稱為“贏證券”或“貴公司”）同意為 _____ (姓名) 於 _____
_____ (地址)（以下稱為“該客戶”）該客戶開設證券交易賬
戶（以下稱為“賬戶”），及不時根據該客戶簽字的證券交易協議書規範協定（總稱為“該協議”），向該客戶借款、提供
信貸、或提供延期。

I/We do hereby unconditionally guarantee, undertake and agree with you as principal obligator that the Customer will observe and
perform the covenants terms and conditions of the Agreements and I/we hereby agree and covenant with you and declare as follows:

我/我們在此向 貴公司無條件擔保、承諾及同意貴公司為該客戶之第一債務人，我/我們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 貴公司訂立本契約，並且聲明宣佈如下：

1. Fully indemnify and save you harmless from any and all damages which you may suffer on the Account of the Customer’s
default in the observance and performance of the covenants terms and conditions contained in the Agreements or any of them.
完全彌償 貴公司因該客戶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。
2. I/We as the guarantor will pay you on demand and hereby guarantees the repayment to you on demand of all sums of money
which now are or shall hereafter become due to you from the Customer in connection with your dealings in securities on behalf
of the Customer or in respect of any transactions in the Account with all interest, costs, commission and other charges and
expenses which you may charge against the Customer and all costs, charges and expenses which you may incur in enforcing or
obtaining payment of the sums of money due to you from the Customer. It shall not be necessary for you to make any demand
on or take any action against the Customer before making any demand on or recovering payment from me/us or any of us.
我/我們作為擔保人會根據 貴公司的要求，向 貴公司付款並且在此保證償還該客戶應向 貴公司支付有關以該客戶名義
在賬戶交易的所有利息、款項、佣金和 貴公司可能在業務中向該客戶收取的其他費用，以及 貴公司為促使該客戶還
款或要求讓其還款的過程中所支出的各項費用。在 貴公司向我/我們或我們其中一人提出彌償要求前不必先向該客戶
提出任何索償行動。
3. This Deed shall continue to be in force and be a continuing guarantee and shall be applicable to the whole outstanding balance
that may become due to you from the Customer.
本契約是持續有效，是一份持續性契約，適用於該客戶應向 貴公司支付款項的所有餘額。
4. 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 and every agreement and undertaking on our part shall be construed accordingly and all
reference to us in this Deed shall, where the context requires or admits be construed as references to all or any of us and you

shall be at liberty to release or discharge any of us from the liabilities of this Deed or to accept any composition from or make any other arrangements with any of us without releasing or discharging the other or others of us or otherwise prejudicing or affecting the rights and remedies of you against the other or others of us and no one of us shall be nor shall this Deed be released or discharged by any take-over, reconstruction, amalgamation, merger, liquidation or change in the constitution of any of us or the death or incapacity of any of us.

當我或我們是由幾個人共同組成時，我或我們所承擔的責任被視為這幾個人的個別及共同責任。我或我們的每一項協議和承諾必須據此解釋，在內文要求或許可的情況下，本契約及我或我們之處必須理解為同時提及我或我們全部或任何一位，貴公司有權釋放或解除我或我們或任何人士於此之法律責任，或接受我或我們任何人士提出之債務重整協議或跟我或我們或任何人士作出其他任何安排，而不會釋放或解除我或我們等其他人士或以其他方式損害或影響貴公司等針對我或我們或其他人士享有的權利或補救方法，若我或我們等任何人士被收購、重組、合併、併合為一、清盤、組織出現變化、死亡或變成無行為能力，都不會釋放或解除我或我們等任何人士或本契約之法律責任。

5. This Deed 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 you notice in writing to determine this Deed at a date not less than three (3) calendar months after the receipt by you of such notice. This Deed 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 you from the Customer at the same date with interest and for such costs and expenses as aforesaid.

本契約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貴公司終止本契約，確定從貴公司收到通知後不少於三個月後的某一天起，本契約將不再對此後發生的交易有效。但是，擔保人對截止該日該客戶應付給貴公司的款項和利息以及上述成本和費用仍然承擔償付責任。

6. Notwithstanding any such notice of determination as aforesaid this Deed shall as well before as after such notice of determination be a security for all monies becoming due to you from the Customer in respect of any transaction entered into prior to the date of this Deed under the provision of Clause 5.

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，本契約都仍然對所有第5條規定的本契約終止日之前發生的交易所造成的該客戶對貴公司的應付款承擔責任。

7. It shall be lawful for you after notice to determine this Deed 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 Customer. 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.

即使貴公司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，貴公司仍可合法地繼續該客戶的現有賬戶或為該客戶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。

8. The bankruptcy or insolvency of the Customer shall not affect or determine the liability of the Guarantor under this Deed but such liability shall continue in full force and effect until you shall have been repaid all monies due to you from the Customer immediately before the bankruptcy or insolvency of the Customer.

根據本契約，該客戶破產或喪失清償能力不影響或終止擔保人的債務責任，當該客戶在破產或喪失清償能力之前發生的對貴公司的應付款在被完全清償之前，這些債務持續完全有效。

9. This Deed shall not be revocable or discharged or impaired by the winding up of the Customer or by any change in the constitution of the Customer.

本契約不因該客戶的業務終結或章程修改而被撤回、撤消或削弱。

10. So long as there are any monies outstanding under the Customer's Account, this Deed shall be irrevocable and binding as a continuing security on me/us, my/our assigns, executors and administrators.

只要在該客戶的賬戶上還有未清償的應支付給貴公司的款項，本契約就不可撤消並具有約束力，它是我/我們、我/我們的受讓人、遺產執行人和遺管理人作出的持續性保證。

11. This Deed and your rights under it shall be in addition to and shall not be affected or prejudiced by your holding or taking any other or further securities which you may now or hereafter hold from or on account of the Customer or by your varying, releasing or omitting or neglecting to enforce any such securities or by your varying or determining any credit to the Customer or by your 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 Customer 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 you.

本契約和 貴公司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 貴公司現在或今後從該客戶處獲得或以該客戶的名義而獲得其他或更多擔保， 貴公司修改、放棄、刪除或忽略這些擔保的實施，或者 貴公司修改或終止對該客戶的債權，或者 貴公司將持有的匯票、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該客戶或者對匯票、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。

12. All dividends compositions and monies received by you from the Customer or from the assets of the Customer capable of being applied by you in reduction of the indebtedness of the Customer shall be regarded for all purposes as payments of the amount due. My/our right to subrogate you in respect thereof shall not arise until you shall have received the full amount of your claims against the Customer.

從該客戶處或其資產中收取的所有紅利組合及款項，都應該被視為對貴公司的欠債並在任何情況下必須作出償還。在該客戶未能全數償還對貴公司之欠債前，我/我們不可代替貴公司得到該客戶的償還欠款。

13. No assurance, security or payment may be avoided under any enactment relating to insolvency under the provisions of the Companies Ordinance (Cap.622). 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 your right to recover from me/us to the full extent of this Deed.

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 622 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 貴公司按本契約向我或我們追討全數欠款的權利。

14. You shall be at liberty but not bound to resort for your own benefit to any other means of payment at any time and in any order you think fit without thereby diminishing my/our liability. You may put this Deed 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.

貴公司有自由且不受限制地為了自己的利益而隨時以 貴公司認為合適的方式獲得償還，而我或我們的債務責任並不會因此而減輕。 貴公司可以在尋求其他償還方式之後使本契約生效，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。

15. Any Account stated by you and the Customer or on his behalf may be adduced by you and shall be accepted by the me/us or any of us as conclusive evidence of the amount be due from the Customer to you. Any payment to you by the Customer 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 Customer of such liability shall operate as an acknowledgement of my/our liability according to the terms thereof.

貴公司和該客戶或代表其利益的其他人之間確認的賬戶，我或我們必須將其作為該客戶對 貴公司的應付款賬目的確鑿證據並且加以接受。該客戶向貴公司償還的任何款項，不論是貸款、利息還是費用，以及該客戶或代表其利益的其他人默許認可的應付款，根據本契約的條款規定，都表示我們對該責任的認可。

16. A certificate by an officer of you as to the money and liabilities for the time being due to you from the Customer shall be conclusive evidence in any legal proceedings against me/us or any of us.

貴公司提供的關於該客戶對 貴公司的債務欠款證明，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。

17. Any indebtedness of the Customer now or hereafter held by me/us or any of us is hereby subordinated to the indebtedness of the Customer to you. Such indebtedness of the Customer to me/us or any of us if you so require shall be collected, enforced and received by me/us or any of us as trustee for you and be paid over to you on Account of the indebtedness of the Customer to you but without reducing or affecting in any manner the liability of me/us or any of us under the other provisions of this Deed.

現在和今後該客戶對我或我們的欠債，皆從屬於該客戶對 貴公司的債務。該客戶對我或我們的債務應該由我/我們或我們中的任何一人以 貴公司信託人身份從該客戶處收款、執行和收回，然後根據該客戶對 貴公司的債務支付給 貴公司，但是這並不應該在任何程度上減少或影響我/我們或我們中的任何一人根據本契約的條款應承擔的責任。

18. You shall so long as any money remains owing hereunder have a lien therefore on all monies now or hereafter standing to the credit of me/us or any of us with you on any Account.

只要還有欠款未還清， 貴公司就對我/我們或我們中的任何一人在 貴公司任何賬戶上現在或今後的款項將享有扣押權。

19. Nothing done or omitted by you in pursuance of any authority or permission contained in this Deed shall affect or discharge the liability of me/us or any of us under it.

貴公司在根據執行本契約中授予的權力或許可所做的任何事項 並不影響或構成作為解除我/我們中的任何一方權力的藉口。

20. This Deed shall continue notwithstanding the death of the Customer.

本契約不會因為該客戶死亡而終止。

21. Notwithstanding that the Customer is a committee or association or other unincorporated body which has no legal existence, this Deed shall be valid and binding on me/us and have effect as though I/we were joint and several Customer debtors.

不論該客戶是一個團體，組織或其他非法人實體，本契約對我/我們仍然有效及有約束力，如同我/我們與該客戶有共同和個別的責任。

22. This Deed shall continue to bind me/us or any of us notwithstanding any amalgamation that may be effected by you with any other company or companies, person or persons or notwithstanding any reconstruction by you involving the formation of and transfer of all or any of your assets to a new company or notwithstanding the sale of all or any part of your undertaking and assets to another company whether the company or companies with which you amalgamate or the company to which you transfer all or any of your assets either on a reconstruction or sale as aforesaid shall or shall not differ in their or its objects character and constitution from you it being the intent of me/us that this Deed shall remain valid and effectual in all respects in favor of, against and with reference to and that the benefit of this Deed and all rights conferred upon you 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 you.

本契約仍然對我/我們或我們中的任何一人有約束力，即使 貴公司可能和其他公司或數個公司、個人或幾個人發生合併，或者 貴公司進行結構重組，並把 貴公司所有或一部分的資產轉移給新公司，或者 貴公司把企業或資產的全部或部分賣給其他企業，不論上述與 貴公司合併的公司和因為重組或出售使得全部或部分資產轉移至的新公司在公司目標、特點和章程上是否與 貴公司相同，我或我們的意圖是該擔保書仍然在有利於 貴公司的所有方面保持有效，本契約的利益和所有授予 貴公司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，就好像在本契約中所指的不是 貴公司，而是這個或這幾個公司、這個或這幾個人。

23. Any notice required to be given or made under this Deed 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 your 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.

根據本契約所發出的通知應該通過電報或電傳送給 貴公司，或用預付信封郵寄到 貴公司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。

24. It is understood and agreed that none of the terms or provisions of this Deed may be waived, altered, modified or amended except in writing duly signed for and on your behalf.

我們理解和同意，除非貴公司以書面形式簽署，本契約中的任何條款和規定不能被豁免、更改、修改或修訂。

25. This Deed 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.

本契約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權。

26. In case of any discrepancy between the meanings of any translated versions of this Deed, the meaning of the English language version shall prevail

如本契約的任何翻譯版本的含意之間存在任何差異，則以英文版本的含意為準。

I/We, the Guarantor(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. IN WITNESS whereof this Deed has been duly executed under seal in the Hong Kong SAR

我/我們，作為擔保人，確認本人或我們已被通知須詳細閱讀本契約、已完成、已被通知須尋求獨立法律意見、已有機會取得同樣待遇、已以本人或我們明白的語言被解釋本契約的內容，以及本人或我們現在明白其內容，亦同意受本契約約束。以資證明，本契約已在香港特別行政區以形式簽署履行。

(if the Guarantor is an individual)
(如擔保人是個人身份)

SIGNED, SEALED AND DELIVERED by)
簽署、蓋印並送交)
)
HKID/Passport No. 身份證/護照號碼)
)

Signature of Guarantor
簽署

Signature of Witness/見證人簽字

Date
日期

Name of Witness / I.D./Passport No
見證人姓名 / 身份證或護照號碼

(if the Guarantor is a corporation)
(如擔保人是公司身份)

Corporate Seal

Sealed with the COMMON SEAL of the)
Guarantor and SIGNED by:)
公司擔保人 公司的法團公章現在公司的)
董事及董事／秘書面前蓋上。)
)
)
)
)

Signature of Director
董事簽署

a director and
董事姓名

Signature of Director/Secretary
董事/秘書簽署

a director/ secretary in the presence of
董事/秘書姓名

Signature of Witness
見證人簽字

Name of Witness
見證人姓名

Date
日期

Print name of the Guarantor company: 擔保人公司英文書寫體:
Certificate of Incorporation No: 公司註冊證明編號:
Country of Incorporation: 公司註冊國家地方: