

## **IMPORTANT NOTICE TO THE GUARANTOR**

### **對擔保人的重要通知**

This Deed will create legal obligations and liabilities on the Guarantor's part. The Guarantor is strongly advised to seek independent legal advice before the Guarantor executes this Deed. 本契據將對擔保人設置法律義務及責任。擔保人在簽立本契據前務須尋求獨立法律意見。

Without prejudice to any provision of this Deed, please take note of the following: 在不影響本契據任何條文的情況下，請注意下列事項：

- (1) The Guarantor may become liable (and if the Guarantor consists of two or more persons, such persons may become liable jointly and severally), instead of or as well as the Customer, for all moneys, debts and liabilities incurred by and owing and/or payable from the Customer in respect of the Guaranteed Indebtedness to CSMHK, whether actual or contingent, past, present or future, or as principal or surety, at any time and from time to time. 擔保人或會代替該客戶或連同該客戶一起，就該客戶於任何時間及不時對招商證券(香港)負有的獲擔保債務所產生及所欠及/或應付之所有款項、債項及負債(不論是否以當事人或擔保人身份所涉及的實際或或有、過去、現時或未來的債務)承擔責任(倘擔保人包括兩名或以上人士，該等人士或會共同及個別承擔責任)。
- (2) The Guarantor's maximum liability under this Deed is the amount set out in Clause 2 and Part D of the Schedule hereto. Where no amount is specified in Part D of the Schedule, the amount ultimately enforceable against the Guarantor will be unlimited. 擔保人根據本契據承擔的最高責任為附表D部第2條所載的金額。倘附表D部並無列明金額，則最終可對擔保人強制執行的金額將為無限。
- (3) Subject to paragraph (2) above, the Guarantor will be required to pay, on demand by CSMHK, all sums of money, debts and liabilities of the Customer in respect of the Guaranteed Indebtedness. By way of examples and without limitation, the Guarantor may be called upon to pay under this Deed if the Customer has failed to pay CSMHK any indebtedness when due or on demand or if the Customer is unable or admits inability to pay debts generally as they become due or in the event of any proceedings in or analogous to bankruptcy, insolvency, winding-up or liquidation against the Customer. 在上文第(2)段規限下，擔保人在招商證券(香港)要求下，將須就獲擔保債務支付該客戶的所有應付款項、債項及負債。舉例而言(不限於此情況)，倘該客戶未有於債務到期時或在要求下向招商證券(香港)償付任何債務，或倘該客戶在一般情況下或在進行有關針對該客戶破產、無力償債、清盤或清算的任何法律訴訟或類似程序之情況下未能或承認無法償還到期債務，則擔保人或會被要求根據本契據付款。
- (4) This Deed is a continuing guarantee. Nevertheless, the Guarantor may extinguish the Guarantor's liability under this Deed if: 本契據為一項持續擔保。然而，若符合以下條件，擔保人即可獲解除在本契據下的責任：
  - (i) pursuant to Clause 3 of this Deed, the Guarantor gives CSMHK six (6) months' prior written notice of determination; 根據本契據第3條，擔保人向招商證券(香港)發出六(6)個月事先書面終止通知；
  - (ii) the Guarantor's liabilities hereunder in respect of all or any money, debts and liabilities (actual or contingent) incurred by the Customer in respect of the Guaranteed Indebtedness to CSMHK prior to the Cut-off Date of this Deed have been satisfied in full; and 擔保人於本契據截止日期前就該客戶對招商證券(香港)負有的獲擔保債務所產生之所有或任何款項、債項及負債(實際或或有)所承擔的責任已經獲全數履行；及
  - (iii) the possibility of any payment in respect of the Guaranteed Indebtedness to CSMHK prior to the Cut-off Date being avoided, set aside, reduced or required to be repaid pursuant to any provisions or enactments relating to bankruptcy, liquidation, winding-up, insolvency or circumstance analogous to the foregoing events (whether or not having the force of law) has extinguished. 根據有關破產、清算、清盤、無力償債或與上述事項類似的情況(不論是否具有法律效力)之任何規定或法令在截止日期前就所欠招商證券(香港)的獲擔保債務所避免、作廢、減少或須予償還的任何款項的付款可能性已獲解除。
- (5) This Deed is the property of CSMHK and will not be returned to the Guarantor at any time. 本契據屬招商證券(香港)財產，於任何時間均不會退回予擔保人。

**China Merchants Securities (HK) Co., Ltd.**  
招商證券(香港)有限公司

To: **CHINA MERCHANTS SECURITIES (HK) CO., LTD. ("CSMSHK")**

致：招商證券(香港)有限公司(「招商證券(香港)」)

In consideration of CSMHK agreeing, at the request of the Guarantor, to open and/or continue to maintain the account(s) as indicated in Part F of the Schedule for the Customer (the "Securities Account(s)") and / or (where applicable) to grant and/or continue to grant securities margin financing to the Customer subject to the terms and conditions of the Securities Account Agreement (as hereinafter defined) and for other good and valuable consideration, receipt of which is hereby acknowledged, the Guarantor hereby gives this Guarantee and Indemnity in favour of CSMHK subject to and on the terms and conditions set out herein. 鑒於招商證券(香港)同意在擔保人要求下，在證券賬戶協議(定義見下文)的條款及條件規限下及就其他合適和有價值的代價(謹確認經已收取)，為該客戶開立及/或繼續維持附件F部所示的賬戶(「證券賬戶」)及/或(如適用)向該客戶授予及/或繼續授予證券保證金融資，擔保人謹此向招商證券(香港)作出本擔保及彌償保證並受其中所載條款及條件之規限。

**NOW THIS DEED WITNESSES AS FOLLOWS: 茲立約為證，本契據內容如下：**

The definitions which shall apply to this Deed are set out in Clause 32. 適用於本契據的釋義載於第32條款內。

### **1. GUARANTEE & INDEMNITY 擔保及彌償保證**

- 1.1 The Guarantor irrevocably and unconditionally guarantees the due and punctual payment to CSMHK on the respective due dates or, as the case may be, on demand, of the Guaranteed Indebtedness. 擔保人不可撤回和無條件地擔保，於獲擔保債務的有關到期日或(視情況而定)在要求時向招商證券(香港)適當和準時支付款項。
- 1.2 Without prejudice to Clauses 1.3 and 7, the Guarantor shall, upon default by the Customer in the payment or discharge of any of his Guaranteed Indebtedness (whether on the normal due date, on acceleration or otherwise), on demand, make immediate payment of that Guaranteed Indebtedness, at the place, in the funds and currency and in the manner required of the Customer. The Guarantor agrees that no time for limitation of liability in respect of this Deed shall begin to run in favour of the Guarantor unless and until CSMHK has made demand on the Guarantor under this Deed, and if more than one demand is made, then only from the date and to the extent of each demand respectively. 在不影響第1.3及第7條之情況下，當該客戶在償付或解除其任何獲擔保債務時違約(不論在正常到期日、提前還款時或在其他情況下)，擔保人須在要求下於所要求的地點以所要求的資金及貨幣及按所要求的方式即時償付上述該客戶的獲擔保債務。擔保人同意，對於惠及擔保人的、其在本契據下的責任時限而言，該時限須直至招商證券(香港)根據本契據對擔保人提出要求後才起算，而且如果要求不止一項，則從提出要求的日期開始並因為每一項要求之範圍起算。
- 1.3 As between the Guarantor and CSMHK but without affecting the Customer's obligations, the Guarantor shall be liable under this Deed as if he were the sole principal obligor and not merely a surety. Accordingly, the Guarantor shall not be discharged, nor shall the Guarantor's liability be affected, by anything which would not discharge the Guarantor or affect the Guarantor's liability if he were the sole principal obligor. 在擔保人與招商證券(香港)之間(但不影響該客戶的義務)，擔保人在本契據下應負有猶如彼為唯一主要債務人一樣的責任而非僅為擔保人。因此，假若擔保人為唯一主要債務人，其責任不會獲解除，或受影響之任何事情不會相應地解除或影響擔保人的責任。
- 1.4 As separate, independent and alternative stipulations, the Guarantor unconditionally and irrevocably agrees: 作為分開、獨立及另外的條款，擔保人無條件及不可撤回地同意：

- (a) that any Guaranteed Indebtedness which is for any reason (whether or not now existing and whether or not now known or becoming known to any party) not recoverable from the Guarantor on the basis of a guarantee (which reasons include but not limited to any illegality or defect in or want of powers of the Customer or irregular exercise thereof or lack of authority by any person purporting to act on behalf of the Customer or any legal or other limitation (whether under the Limitation Ordinance (Chapter 347 of the Laws of Hong Kong) or otherwise), disability, incapacity or any change in the constitution of or any dissolution, amalgamation, reconstruction, bankruptcy or liquidation of the Customer, CMSHK or the Guarantor) shall nevertheless be recoverable from it as if the same were fully valid and enforceable and the Guarantor were the sole principal obligor in respect thereof and shall be paid by the Guarantor to CMSHK on demand; and 任何獲擔保債務如因任何理由（不論該理由現時是否存在或是否現時或將會由任何一方知悉）而未能基於擔保向擔保人討回（該等理由包括但不限於該客戶權力屬不合法或缺失或缺少或不妥當行使權力或有意代表該客戶行事的任何人士缺乏授權或任何法律或其他限制（不論是否根據《時效條例》（香港法例第 347 章）或其他法例）、該客戶、招商證券（香港）或擔保人無能力、喪失能力或其組織章程有任何改變或其任何解散、合併、重組、破產或清算），則該等債務仍無論如何可向擔保人討回，猶如擔保仍具十足效力及可強制執行，且擔保人是該等債務的唯一主要債務人，而擔保人須應招商證券（香港）的要求向招商證券（香港）償付債務；及
- (b) as a primary obligation to indemnify CMSHK against any damage, loss, costs and expenses suffered or incurred by CMSHK as a result of any Guaranteed Indebtedness not being paid by the time, on the date and otherwise in the manner as required of the Customer or any Guaranteed Indebtedness received or recovered by CMSHK being required for any reason (including any winding-up, bankruptcy or insolvency or similar law of any jurisdiction) to be repaid or any Guaranteed Indebtedness being or becoming void, voidable or unenforceable for any reason (whether or not now existing and whether or not now known or becoming known to any party) the amount of that loss being the amount expressed to be payable by the Customer in respect of the relevant sum. 作為首要義務，就招商證券（香港）因任何獲擔保債務並無按招商證券（香港）對該客戶所要求償還的時間、日期及其他方式償還，或因任何理由（包括任何清盤、破產或無力償債或任何司法管轄區的同類法例）要求償還而收取或追討的任何獲擔保債務，或因任何理由（不論該理由現時是否存在或是否現時或將會由任何一方知悉）使任何獲擔保債務變成或變得無效、失效或不可強制執行所蒙受或產生的任何損害、損失、費用及開支，對招商證券（香港）作出彌償保證，而該損失金額為該客戶明確應就有關款項支付的金額。

## 2. LIMIT ON AMOUNT OF GUARANTEED INDEBTEDNESS 獲擔保債務的金額上限

2.1 This Deed is a guarantee and indemnity for all Guaranteed Indebtedness, but if a Principal Limit is specified in Part D of the Schedule, the amount payable by the Guarantor in respect of the Guaranteed Indebtedness is limited to the aggregate of: 本契據是就所有獲擔保債務所作出的擔保及彌償保證，但倘若在附表 D 部內有指定本金限額，則擔保人就獲擔保債務應付的金額僅限於以下總和：

- (a) in respect of the principal amount of those Guaranteed Indebtedness, the Principal Limit specified; 就該等獲擔保債務的本金額而言，指定的本金限額；
- (b) interest, principal consisting of capitalised interest, commission, banking and other charges and expenses comprised in those Guaranteed Indebtedness which accrue or are incurred up to the date of demand against the Guarantor; and 截至對擔保人提出要求日期止應計或產生的該等獲擔保債務所包括的利息、包含資本化利息的本金、佣金、銀行及其他費用及開支；及
- (c) all interest, costs, commissions, fees, charges and expenses as shall have accrued or shall accrue to CMSHK and any amounts claimed by CMSHK under Clauses 9 (*Default Interest*), 13 (*Currency Indemnity*), 19 (*Expenses*), 23 (*Taxes*) and any other amount due in respect of this Deed which is not in the nature of principal. 根據第 9 條（拖欠利息）、第 13 條（貨幣兌換補償）、第 19 條（開支）、第 23 條（稅項）應計或歸於招商證券（香港）的所有利息、成本、佣金、費用、收費及開支及由招商證券（香港）要求收取的任何金額，以及就本契據應付而非屬本金性質之任何其他金額。

2.2 For the avoidance of doubt, if no Principal Limit is specified in Part D of the Schedule, the amount payable by the Guarantor in respect of the Guaranteed Indebtedness is unlimited. 為免存疑，倘附表 D 部內並無指定本金限額，則擔保人就獲擔保債務應付的金額並無上限。

## 3. LIMIT ON DURATION OF GUARANTEED INDEBTEDNESS 獲擔保債務的時效限制

- 3.1 (a) Notwithstanding any provision in this Deed, the Guarantor may by notice to CMSHK, limit its liability under Clause 1 of this Deed (subject as mentioned in sub-clause (b) below of this Clause 3.1) to those Guaranteed Indebtedness incurred by the Customer before the Cut-off Date. 儘管本契據內有任何條文，擔保人可向招商證券（香港）發出通知，將其在本契據第 1 條下的責任（受制於本第 3.1 條內下文(b)分條所述的規限）設定為以該客戶在截止日期前所產生之獲擔保債務為限。
- (b) The Guarantor will remain liable for all Guaranteed Indebtedness outstanding at the Cut-off Date (together with interest, commission, banking and other charges and expenses, which continue to accrue after the Cut-off Date), including: 擔保人將仍要對在截止日期仍未償還的所有獲擔保債務（連同於截止日期後繼續應計的利息、佣金、銀行及其他費用及開支）負責，包括：
- (i) any utilization under the Margin Financing by the Customer before the Cut-off Date; and 該客戶於截止日期前動用的保證金融資項下任何金額；及
- (ii) any Guaranteed Indebtedness incurred before the Cut-off Date but maturing after that date. 於截止日期前產生但於該日後才到期之任何獲擔保債務。
- (c) If there are two or more persons included in the expression "Guarantor" and the notice under sub-clause 3.1(a) above has not been given by all such persons, those who have not given such notice will remain to be liable for Guaranteed Indebtedness incurred by the Customer on, before and after the Cut-off Date. 倘若「擔保人」一詞的涵義包括兩名或以上人士，而上文第 3.1(a)分條下的通知並非由所有該等人士發出，則未有發出該通知的人士將仍要對該客戶於截止日期當時、之前及之後所產生的獲擔保債務負責。

## 4. REPRESENTATIONS AND WARRANTIES 聲明及保證

The Guarantor hereby represents and warrants to and for the benefit of CMSHK on the date of this Deed and at all times during the continuance of this Deed by reference to the facts and circumstances then existing that:- 擔保人謹此於本契據日期，以及於本契據持續有效期內任何時間藉參照當時存在的事實及情況，向招商證券（香港）及就其利益作出聲明及保證：

- (a) the Guarantor is duly incorporated and validly existing under the law of its jurisdiction of incorporation as a limited liability company and has power to carry on its business as it is now being conducted and to own its property and other assets; 擔保人乃根據其註冊成立司法管轄區的法律正式註冊成立為有限責任公司及有效存續，並有權從事其現正進行的業務和擁有其財務及其他資產；
- (b) the entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not: 擔保人訂立和履行本契據以及本契據項下擬進行的交易既沒有亦不會：
- (i) contravene any existing applicable law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; 抵觸任何現有適用法例、法規、規則或條例或擔保人受到制約的任何判決、法令或許可；
- (ii) conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or instrument to which the Guarantor is a party or is subject or by which its property is bound; 與擔保人參與訂立或受制約或其本身或其任何財產受到約束的任何協議或文據有所衝突，或導致違反該等協議或文據的任何條款，或構成在該等協議或文據項下之違約；
- (iii) result in any indebtedness becoming due and payable prior to its stated maturity; or 導致任何債務在其指定到期日之前已到期應付；或
- (iv) result in the creation or imposition of or oblige the Guarantor to create any charge or other encumbrance on its assets, rights or revenues; 導致對擔保人的資產、權利或收入增設或施加任何抵押或其他產權負擔，或使擔保人有責任對此增設任何抵押或產權負擔；
- (c) the Guarantor has the legal capacity and power to execute, deliver and perform its obligations under this Deed and all necessary corporate shareholder and other action to authorise the execution, delivery and performance of the same has been taken and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor's entering into of this Deed; 擔保人具有法律行為能力及權力簽立、交付本契據及履行本契據項下的責任，並已採取一切所需的公司股東行動及其他行動以授權本契據的簽立、交付及其項下責任的履行，而擔保人之權限不會因擔保人訂立本契據而被超越；
- (d) the Guarantor is acting as principal and for its own account and not as agent or trustee or in any other capacity on behalf of any third party; 擔保人以當事人及就其本身賬戶行事，而非以代理人或受託人或任何其他身份代表任何第三方行事；
- (e) every consent, authorisation, licence or approval of, or registration with or declaration to, governmental or public bodies or authorities or courts required by the Guarantor to authorise, or in connection with the execution and delivery by the Guarantor, the validity, enforceability or admissibility in evidence of this Deed and the performance by the Guarantor of its obligations under this Deed have been obtained or made and are in full force and effect and there has been no default in the observance of the conditions or restrictions (if any) imposed in, or in connection with, any of the same; 擔保人為了授權本契據的簽立及交付或就本契據的簽立及交付、本契據所展示的有效性、可強制執行性或可接納為證據性以及擔保人履行本契據項下的責任所需的政府或公共機構或當局或法院之每項同意、授權、許可或批准或在政府或公共機構或當局或法院所作登記或聲明經已獲取或作出，並具有十足效力和作用，而在遵守就任何上述各項所施加或有關之條件或限制（如有）時並無失責；

- (f) this Deed has been validly created and constitutes and will continue to constitute valid and legal, binding and enforceable obligations of the Guarantor; 本契據已有效制定，並構成和將繼續構成擔保人之有效及合法、具約束力及可予強制執行的責任；
- (g) the Guarantor is able to meet its obligations and pay its debts as they fall due and does not admit and has not admitted any inability to pay its debts and has not suspended making payments on any of its debts; 擔保人能夠履行其責任並於債項到期時償付債項，且沒有也未承認未能償付債項，亦從未拖延償付其任何債項；
- (h) the fair value of its assets is not less than its liabilities (taking into account contingent and prospective liabilities); 其資產的公允價值不低於其負債（經考慮或有及潛在負債）；
- (i) the Guarantor has not by reason of actual or anticipated financial difficulties commenced, and does not intend to commence, negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness, and no moratorium or bankruptcy proceedings have been, or may in the reasonably foreseeable future be, declared in respect of any of its indebtedness; 擔保人從未因實際或預計的財政困難而與其一項或以上債權人展開磋商以重訂其任何債務的還款時間表，也無意展開有關磋商，且從未而在合理可預見將來亦應不會就其任何債務宣佈延期償付或進入破產程序；
- (j) the Guarantor has not taken or received the benefit of any security from the Customer or any other person in respect of the Guarantor's entering into of this Deed; 擔保人從未就擔保人訂立本契據而向該客戶或任何其他人士接受或收取任何抵押品之利益；
- (k) neither the Guarantor nor any of its subsidiaries is involved in any litigation, arbitration or other proceedings of a litigious nature, nor to its knowledge is any such litigation, arbitration or proceedings pending or threatened which has or could have a material adverse effect on the business, assets or financial condition of the Guarantor and its subsidiaries taken as a whole; 擔保人或其任何附屬公司從未涉及任何訴訟、仲裁或其他屬訴訟性質的法律程序，而就其所知亦無面臨或面對任何有關訴訟、仲裁或法律程序而曾經或可能會對擔保人及其附屬公司整體之業務、資產或財務狀況構成重大不利影響；
- (l) no distress, execution or other process has been levied on any of the assets or revenues of the Guarantor; 擔保人的任何資產或收入未從遭受任何扣押、執行或其他程序；
- (m) no steps have been taken or legal proceedings started nor has any order been made or petition presented or resolution passed for the winding-up or bankruptcy of the Guarantor and no distress, execution or other process has been levied on any of the assets of the Guarantor; 從未就擔保人清盤或破產而採取任何行動或展開任何法律程序，亦無就此頒佈法令或提出呈請或通過決議案，而擔保人的任何資產也從未遭受任何扣押、執行或其他程序；
- (n) the Guarantor is not in default in respect of any financial commitment or obligation including but not limited to any guarantee, indemnity, bond or similar obligation or in breach of any arrangement or statutory or other legal requirement to an extent or in a manner which might have a material adverse effect on the business, assets or financial condition of the Guarantor taken as a whole; 擔保人並無對任何財務承諾或責任違約，包括但不限於任何擔保、彌償保證、約定或同類責任，或在某程度上或在某方面違反任何安排或法規或其他法律規定，而可能會對擔保人整體之業務、資產或財務狀況構成重大不利影響；
- (o) no taxes, levies, imposts or duties of whatever nature are imposed by withholding or otherwise on any payment to be made by the Guarantor under this Deed or are imposed on or by virtue of its execution or delivery of this Deed; 並無以預扣或其他方式對擔保人將根據本契據作出的任何付款徵收任何性質之稅項、徵費、稅款或關稅，或就或因本契據之簽立或交付徵收上述稅項；
- (p) the choice of Hong Kong law as the governing law of this Deed will be recognised and enforced in its place of incorporation, and its agreement: 選擇香港法律作為本契據的管轄法律將會在成立為法團之地方得到確認和強制執行，而對於：
- (i) that this Deed is governed by the law of Hong Kong; and 本契據由香港法律管轄；及
- (ii) not to claim any immunity to which it or its assets or revenues may be entitled, 不要求其資產或收入或會享有的任何豁免權 are legal, valid and binding under the law of Hong Kong and its place of incorporation; 之協定乃根據香港及其成立為法團之地方之法律屬合法、有效及具約束力；
- (q) any judgment obtained in Hong Kong in relation to this Deed will be recognised and enforced in its place of incorporation; 在香港就本契據所獲之任何判決將在其成立為法團之地方得到確認和強制執行；
- (r) under the law of its place of incorporation it is not necessary that this Deed be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Deed or transactions contemplated by this Deed; 根據其成立為法團之地方的法律，本契據毋須在該司法管轄區內任何法院或其他機關存檔、記錄或登記，亦毋須就本契據或本契據項下擬進行的交易支付任何印花稅、登記稅或類似稅項；
- (s) in any proceedings taken in its place of incorporation in relation to this Deed, it will not be entitled to claim for itself or any of its assets and revenues immunity from suit, execution, attachment or other legal process; 在其成立為法團之地方就本契據採取的任何法律程序中，將無權就其本身或其任何資產或收入申請免除訴訟、執行、財產保全或其他法律程序；
- (t) there has been no material adverse change in the financial condition of the Guarantor and its subsidiaries, whether taken as a whole as shown in the latest audited consolidated accounts of the Guarantor or individually as shown in the latest audited financial statements of the Guarantor and its subsidiaries produced to CMSHK, since the date of such accounts and in particular the net asset position of the Guarantor and its subsidiaries (whether individually or taken as a whole as shown in such accounts) has not materially deteriorated nor has it or any of its subsidiaries entered into any material burdensome agreement and such accounts (and the notes thereto) give a true and fair view of the state of affairs of the Guarantor and its subsidiaries (at least either individually or taken as a whole) as at the date of such accounts; 擔保人及其附屬公司之財務狀況（整體而言按擔保人最近期經審核綜合賬目所示，或個別而言按擔保人及其附屬公司向招商證券（香港）出示之最近期經審核財務報表所示）自有關賬目日期以來並無重大不利變動，尤其是擔保人及其附屬公司之淨資產狀況（不論按該等賬目所示個別或整體地考慮）並無嚴重轉差，而擔保人或其任何附屬公司並無訂立任何重大繁重協議，且該等賬目（及有關附註）直接和公允地反映擔保人及其附屬公司（最少個別或整體地考慮）於該等賬目日期之事務狀況；
- (u) prior to execution of this Deed, the Guarantor has been informed by CMSHK: 在本契據簽立前，擔保人已接獲招商證券（香港）通知：
- (i) that the Guarantor has the choice not to proceed with the transactions in connection with this Deed; 擔保人可選擇不進行有關本契據之交易；
- (ii) to seek independent legal advice in relation to the Guarantor's obligations and liabilities under this Deed; 應就擔保人在本契據下之義務及責任尋求獨立法律意見；
- (iii) that if the Guarantor decides not to instruct its own solicitors, its representative(s) will be required to attend at the office of CMSHK to sign and execute this Deed for and on its behalf; 倘若擔保人決定不指派其本身的律師，其代表將須親臨招商證券（香港）之辦事處代表其簽署和簽立本契據；
- (iv) to obtain financial information of the Customer and engage its own financial adviser to give it advice on such financial information before executing this Deed; 應在簽立本契據前獲取該客戶的財務資料，並委聘本身的財務顧問就該等財務資料提供意見；
- (v) that by executing this Deed, the Guarantor may be liable instead of or as well as the Customer for the due and punctual performance of the Customer's obligations in respect of the Guaranteed Indebtedness and all other obligations under any agreement or document evidencing the Guaranteed Indebtedness; 藉簽立本契據，擔保人或須代替該客戶或連同該客戶一起，適當和準時履行該客戶就獲得擔保債務所承擔之責任以及證明獲得擔保債務的任何協議或文件項下之所有其他責任；
- (vi) that the Guarantor's liabilities under this Deed are payable on demand; 擔保人在本契據項下之負債將須按要求償付；
- (vii) that the Guarantor has the option to choose whether its guarantee obligations under this Deed should be limited or unlimited in amount; and 擔保人有權選擇其在本契據項下之擔保責任所涉及金額屬有限或無限；及
- (v) the Guarantor: 擔保人：
- (i) has thoroughly read and understood the contents of this Deed and the Important Notice to the Guarantor set out at the beginning of this Deed; 已仔細閱讀及明白本契據內容及本契據開首所載對擔保人之重大通知；
- (ii) has seriously considered the relevant factors in relation to entering into of this Deed (including but without limitation to its own financial position and need, the extent of the Guarantor's liability hereunder, the financial strength of the Customer); 已認真考慮有關訂立本契據之相關因素（包括但不限於其本身之財務狀況及需要、擔保人據此承擔責任之程度及該客戶之財政實力）；
- (iii) has either obtained independent legal advice or has voluntarily waived its right to seek independent legal advice and fully understands the nature and extent of its obligations and liabilities under this Deed; and 已取得獨立法律意見或已自願放棄尋求獨立法律意見之權利，並完全明白其在本契據項下義務及責任的性質及程度；及
- (iv) has acted independently and entered into this Deed voluntarily. 已獨立行動並自願訂立本契據；

The Guarantor acknowledges and confirms that it has been provided with a copy of the agreements and other document evidencing the Guaranteed Indebtedness. 擔保人承認並確認已獲提供證明獲得擔保債務之協議及其他文件的副本。

## 5. GENERAL UNDERTAKINGS 一般承諾

The Guarantor further undertakes and agrees that, during the continuance of this Deed: 擔保人進一步承諾及同意，於本契據持續有效期間內：

- (a) the Guarantor shall not do any act or thing which may in any way (in CSMHK's opinion) delay or prejudice CSMHK's rights under this Deed; 擔保人不會作出任何行動或事宜而以任何方式（據招商證券（香港）的意見）會阻礙或損害招商證券（香港）在本契據項下之權利；
- (b) the Guarantor shall 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 do or cause to be done all other acts and things necessary or desirable for the performance of all the obligations of the Guarantor under or pursuant to this Deed; 擔保人將就本契據獲取所有政府所發出及其他批准、授權、許可及同意並一直維持十足效力、有效性及作用，並就擔保人根據或依照本契據履行所有責任作出或安排作出一切其他所需或適宜之行動及事宜；
- (c) the Guarantor shall comply in all respects with all laws and regulations to which it may be subject; 擔保人將在各方面遵守其或須受到規限之所有法律法規；
- (d) the Guarantor shall promptly deliver to CSMHK such further information regarding its financial condition, business and operations as CSMHK may require; 擔保人將按招商證券（香港）所要求，盡快向招商證券（香港）提供有關其財務狀況、業務及營運之進一步資料；
- (e) the Guarantor shall not take or receive the benefit of any security from the Customer or any other person by reason of entering into of this Deed; 擔保人不會以訂立本契據為理由，從該客戶或任何其他人士接受或收取任何抵押品利益；
- (f) so long as the Guaranteed Indebtedness remains outstanding, the Guarantor shall advise CSMHK forthwith of the details of any litigation, arbitration or administrative proceedings pending or (to the best of its knowledge and belief) threatened against the Guarantor or of the occurrence of any event which is likely to result in a breach of any of the representations and warranties in Clause 4 above; and 只要獲擔保債務一直未償還，擔保人將隨時通知招商證券（香港）有關擔保人面臨或（就其所知及所信）面對的任何訴訟、仲裁或行政法律程序之詳情，或發生應會導致上文第4條內任何聲明及保證遭受違反之任何事件；及
- (g) the obligations of the Guarantor under this Deed will rank at all times at least *pari passu* with all its other existing and future unsecured unsecured indebtedness, obligations and liabilities actual or contingent from time to time (save those as by law rank as preferential in winding-up). 擔保人在本契據項下的責任於任何時間最少與其不時實際或偶然發生之其他現有及日後的非後續無抵押債務、義務及責任享有同等地位（在清盤中依據法律列為優先者除外）。

## 6. CONTINUING GUARANTEE 持續擔保

- 6.1 The rights conferred on CSMHK by this Deed are and shall at all times remain in full force and effect by way of a continuing security and shall cover and secure the ultimate balance of the Guaranteed Indebtedness. 藉本契據賦予招商證券（香港）的權利將以持續保證方式具有並始終具有十足效力及作用，並涵蓋和保障獲擔保債務之最終結餘。
- 6.2 This Deed is in addition to and shall not merge with or otherwise prejudice or affect any other right, remedy, guarantee, indemnity or security and may be enforced notwithstanding the same or any other bill, note, mortgage, charge, pledge or lien now or hereafter held by or available to CSMHK. 本契據乃在任何其他權利、補救措施、擔保、彌償保證或抵押以外訂立，不得與上述各項一併處理或在其他方面損害或影響上述各項，而即使招商證券（香港）現時或其後持有或可動用上述各項或任何其他票據、憑據、按揭、抵押、質押或留置權，本契據仍可被強制執行。
- 6.3 Notwithstanding any notice of termination or that this Deed ceases to be continuing for any reason whatsoever CSMHK may continue any account of the Customer or open one or more new accounts and the liability of the Guarantor hereunder shall not in any manner be reduced or affected by any subsequent transactions or receipts or payments into or out of any such account. If CSMHK does not open a new account, he shall nevertheless be treated as if CSMHK had done so at the time when this Deed ceases to be a continuing security or when CSMHK receives any notice referred to in sub-clause 3.1(a). 即使有任何終止通知或本契據因任何理由不再持續有效，招商證券（香港）仍可繼續維持該客戶的任何賬戶或開立一個或以上新賬戶，而擔保人在本契據下的責任不會因任何往後交易或任何有關賬戶的收支進出而以任何方式被削減或受影響。倘若招商證券（香港）不開立新賬戶，則無論如何亦會視作猶如招商證券（香港）已於本契據不再為持續有效保證或於招商證券（香港）收到第3.1(a)分條所述任何通知時開立新賬戶。
- 6.4 If any payment by any Obligor or any discharge given by CSMHK (whether in respect of the obligations of any Obligor in respect of the liabilities of the Customer to CSMHK or any security for those obligations or otherwise) is avoided or reduced for any reason including, without limitation, as a result of insolvency, breach of fiduciary or statutory duties or any similar event: 倘若任何債務人支付的任何款項或招商證券（香港）作出的任何解除金額（不論是否與該客戶所欠招商證券（香港）的負債所涉及的任何債務人之債務或該等債務的任何抵押或其他原因有關），因任何理由（包括但不限於因無力償債、違反受託責任或法定職責或任何同類事件）而遭避免或減少：
  - (a) the liability of the Guarantor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and 擔保人的責任仍將持續，猶如並無出現上述付款、解除、避免或減少；及
  - (b) CSMHK shall be entitled to recover the value or amount of that security or payment from the Guarantor, as if the payment, discharge, avoidance or reduction had not occurred. 招商證券（香港）將有權向擔保人收回該抵押的價值或金額或有關付款，猶如並無出現上述付款、解除、避免或減少。

## 7. IMMEDIATE RECOURSE 立即追索

CSMHK shall not be obliged before exercising any of the rights, powers or remedies conferred upon it in respect of the Guarantor by this Deed or by law: 招商證券（香港）在行使依據本契據或法律就擔保人向其賦予的任何權利、權力或補救措施之前，並無責任作出以下行動：

- (a) to make any demand of any other Obligor or any other person; 向任何其他債務人或任何其他人士催繳任何款項；
- (b) to take any action or obtain judgment in any court against any other Obligor or any other person; 針對任何其他債務人或任何其他人士，在任何法院採取任何行動或獲得判決；
- (c) to make or file any claim or proof in a winding-up or dissolution of any other Obligor or any other person; or 在任何其他債務人或任何其他人士的清盤或解散中，作出或提交任何申索或證據；或
- (d) to enforce or seek to enforce any security, guarantee, indemnity or assurance taken in respect of any of the obligations of any other Obligor or any other person in respect of the liabilities of the Customer to CSMHK. 就該客戶所欠招商證券（香港）的負債，強制執行或尋求強制執行就任何其他債務人或任何其他人士的任何債務所採取之任何抵押、擔保、彌償或保證。

## 8. WAIVER OF DEFENCES 放棄抗辯

The Guarantor shall not be discharged, nor shall the rights conferred on CSMHK by this Deed be in any way discharged or diminished or in any way affected by the existence of any defence, set-off or counter-claim, matter or thing (without limitation and whether or not known to the Guarantor or CSMHK) including: 任何抗辯、抵銷或反申索、有關事項或事宜（不限於擔保人或招商證券（香港）所知者，亦不論彼等是否知悉）之存在，概不會解除擔保人的責任或使本契據所賦予招商證券（香港）之權利以任何方式被解除或減少或以任何方式受到影響，而該等事項或事宜包括：

- (a) granting to the Customer or to any other Obligor or other person, any time, waiver, indulgence, concession or consent; 給予該客戶或任何其他債務人或任何其他人士任何時限、豁免、寬限、讓步或同意；
- (b) any composition with any Obligor; 與任何債務人達成任何債務重整協議；
- (c) any intermediate payment, settlement of account or discharge in whole or in part of the Guaranteed Indebtedness; 就獲擔保債務的全部或其中部分，作出任何中介付款、結算賬目或解除債務；
- (d) varying, realizing, releasing, abstaining from perfecting or enforcing or otherwise dealing with any guarantees, indemnities, assurances, pledges, liens, bills, notes, mortgages, charges, debentures, security, or any other rights, powers or remedies; 修改、實現、解除、放棄完善或強制執行或以其他方式處理任何擔保、彌償、保證、質押、留置權、票據、憑據、按揭、抵押、債券、抵押品或任何其他權利、權力或補救措施；
- (e) renewing, waiving, varying, terminating, increasing or decreasing any credit or financing to, or the terms or conditions in respect of any transaction with, the Customer or any other person in any manner whatsoever including any increase in margin or any change for the purpose of any existing or increased credit or financing; 以任何方式重訂、豁免、修改、終止、增加或減少向該客戶或任何其他人士提供之任何信貸或融資或與彼等所進行任何交易之相關條款及條件，包括調高保證金或就任何現有或提升的信貸或融資作出任何改動；
- (f) agreeing with the Customer or any other person as to the application of any loans or advances made or to be made to or for the account of the Customer or any other person; 與該客戶或任何其他人士就向該客戶或任何其他人士作出或將其賬戶作出之任何貸款的應用達成協定；
- (g) making any other agreement with the Customer or compounding with, discharging, releasing, or varying the liability of the Customer, or any other person; 與該客戶或任何其他人士達成任何其他協議，或就彼等的負債達成妥協或獲解除、免除或修改有關負債；
- (h) concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment; 同意接受或修改任何和解協議、安排或解決方案或免卻申索或強制執行付款；
- (i) making or absence of any demand on the Customer or any other person for payment; 對該客戶或任何其他人士作出催繳或不作任何催繳；
- (j) the enforcement or absence of enforcement of any rights of CSMHK; 招商證券（香港）之任何權利獲強制執行或並無強制執行；
- (k) any change in constitution of the Customer or any other person; 該客戶或任何其他人士之組織章程有任何變動；
- (l) the taking, existence or release of any security or other guarantee; 作出、存在或解除任何抵押或其他擔保；

- (m) the winding-up, dissolution, administration, reorganisation, insolvency, bankruptcy, lack of power or incapacity or any change in its status, function, control or ownership of the Customer or any other person, or any step being taken for any such winding up, dissolution, administration, reorganization, bankruptcy or change; 該客戶或任何其他人士清盤、解散、被接管、重組、無力償債、破產、缺少權力或喪失能力或其地位、功能、控制權或擁有權出現任何變動，或就任何上述清盤、解散、被接管、重組、破產或變動採取任何步驟；
- (n) the death, disability, mental or other incapacity or lack of power or authority of the Customer or any other Obligor or person; 該客戶或任何其他債務人或人士身故、喪失能力、精神上或其他方面無行為能力或缺少權力或授權；
- (o) the illegality, invalidity or unenforceability of, or any defect in, any provision of this Deed or any security or other guarantee or any of the obligations or liability of the Customer or any other person; 本契據任何條文或該客戶或任何其他人士的任何抵押或其他保證或任何義務或責任屬不合法、無效或不可強制執行或出現任何缺失；
- (p) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Customer, any Obligor or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security; or 取得、更改、妥協、交換、更新或解除、或拒絕或疏忽完善、接納或執行針對該客戶或債務人的任何權利或以其資產為抵押，或未呈報或未履行任何正式手續或任何文據有關的其他規定或無法將任何抵押品的全部價值變現；或
- (q) anything done or omitted to be done or any other circumstances which, but for this provision, might operate to exonerate the Guarantor. 已作出或遺漏作出任何事宜或如非有本條文便可能會免除擔保人責任之任何其他情況。

## 9. DEFAULT INTEREST 拖欠利息

- 9.1 The Guarantor shall pay interest to CMSHK after as well as before judgment at the annual rate which is \_\_\_\_\_ percent (\_\_\_\_%) above the prime rate (or whatever called) of The Hongkong and Shanghai Banking Corporation Limited on all sums demanded under this Deed from the date of demand by CMSHK or, if earlier, the date on which the relevant damages, losses, costs or expenses arose in respect of which the demand has been made, until but excluding the date of actual payment. 擔保人須自招商證券（香港）要求付款當日或產生引致該付款要求之損毀、損失、費用或開支之日（以較早者為準）起，就根據本契據所要求支付的所有款項按香港上海滙豐銀行有限公司的優惠利率（或其他稱謂）加百分之\_\_\_\_（\_\_\_\_%）之年利率向招商證券（香港）支付利息（裁決前後），直至（但不包括）實際支付有關款項為止。
- 9.2 Interest under this Clause 9 shall accrue on a day-to-day basis calculated by CMSHK and shall be compounded monthly or at such other intervals as CMSHK determines. 根據本第9條支付的利息應由招商證券（香港）每日累計，並按月或每隔一段由招商證券（香港）釐定的其他期間複合計算。

## 10. NON EXERCISE OF GUARANTOR'S RIGHTS 不行使擔保人權利

- 10.1 Until all the Guaranteed Indebtedness has 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.) and no sum remains to be lent or made available by CMSHK to the Customer at its request, the Guarantor shall not exercise any rights which it may have by reason of its performance of its obligations under this Deed or otherwise: 直至所有獲擔保債務獲償付、解除及全數履行（此措辭的含義不包括在破產、清算或清盤中支付少於百分之一百的股息）以及已無任何金額仍待招商證券（香港）向該客戶借出或可供借出之前，擔保人不得以根據本契據或藉其他方式履行其責任作為理由而行行使任何以下權利：
- (a) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right or guarantee security or indemnity granted to CMSHK in respect of the liabilities of the Customer to CMSHK; 獲取招商證券（香港）就該客戶所欠招商證券（香港）的負債所獲授的任何權利或擔保抵押品或彌償保證中的利益；
  - (b) to be indemnified by or to claim any contribution from or rights against or to receive any collateral from any other Obligor or any other person; 獲任何其他債務人或任何其他人士賠償或向該等人士申索任何供款或對其行使權利或向其收取任何抵押品；
  - (c) to bring legal or other proceedings for an order requiring any other Obligor or any other person to make any payment or perform any obligation in respect of which the Guarantor has given guarantee and indemnity under this Deed; 為了獲頒令要求任何其他債務人或任何其他人士支付任何款項或履行任何責任（擔保人已就此根據本契據作出擔保及彌償保證者）而展開法律或其他程序；
  - (d) to demand or accept payment or repayment in whole or in part of any dividend or any moneys, obligations or liabilities then or after then due to the Guarantor from the Customer or to demand or accept any security for such moneys, obligations or liabilities; 要求或接受支付或獲償還當時或其後由該客戶應付予擔保人的任何股息或任何款項、債務或負債的全部或其中部分，或要求或接受有關該等款項、債務或負債之任何抵押；
  - (e) to take any step to enforce any right against the Customer, or to claim any set-off or counterclaim against the Customer or any other person; and 採取任何步驟以對該客戶強制執行任何權利，或針對該客戶或任何其他人士申索任何抵銷或提出反申索；及
  - (f) (unless with the prior written consent of and in accordance with any condition imposed by CMSHK) to claim, vote or prove in competition with CMSHK in bankruptcy, liquidation or winding-up of, or have the benefit of any share in any payment or composition from, the Customer or any other person or in any other security or guarantee now or hereafter held by CMSHK for the Guaranteed Indebtedness. (除非獲招商證券（香港）的事先書面同意並符合招商證券（香港）所施加的任何條件) 在該客戶或任何其他人士破產、清算或清盤中與招商證券（香港）爭相進行申索、投票或提出證明，或從該客戶或任何其他人士獲得任何付款或債務重整協議中任何應佔的利益或招商證券（香港）現時或其後就獲擔保債務所持有的任何其他抵押或擔保中之利益。
- 10.2 Any amount received or recovered by the Guarantor as a result of any exercise of any of the above rights or in the winding-up or bankruptcy of the Customer shall be immediately paid to CMSHK and pending such payment be held in trust for CMSHK. 在行使任何上述權利或在該客戶清盤或破產時由擔保人收取或收回之任何金額，應即時向招商證券（香港）支付，而待支付的款項應以信託形式代招商證券（香港）持有。
- 10.3 Until all amounts which may actually or contingently be or become payable by the Obligors in respect of the liabilities of the Customer to CMSHK have been irrevocably paid in full, CMSHK may refrain from applying or enforcing any other moneys, security or rights held or received by CMSHK in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same. 直至債務人實際或然地就該客戶所欠招商證券（香港）的負債應付或到期應付之所有金額已全數不可撤回地支付之前，招商證券（香港）可克制不動用或強制執行招商證券（香港）就該等金額所持有或收取之任何其他款項、抵押或權利，或按其認為合適（不論是否針對該等金額或其他方面）之方式及次序動用和強制執行該等款項、抵押或權利，而擔保人無權享有該等款項、抵押或權利之利益。

## 11. SUSPENSE ACCOUNT 暫記賬戶

- 11.1 Notwithstanding any provision in this Deed, any amount received or recovered by CMSHK in respect of any sum payable by the Customer or the Guarantor under or in connection with this Deed may be placed by CMSHK to the credit of a suspense account in order to preserve CMSHK's rights to prove for the full amount of CMSHK's claims against the Customer or the Guarantor or any third party in the event of any proceedings in or analogous to bankruptcy, insolvency, winding-up, liquidation or composition in respect of the Guaranteed Indebtedness. 儘管本契據內有任何條文，招商證券（香港）就該客戶或擔保人根據或因本契據應付的任何款項所收取或收回的任何金額，可由招商證券（香港）存放於暫記賬戶內並記入其貸方餘額，以保留招商證券（香港）的權利，以待一旦就獲擔保債務進行任何有關破產、無力償債、清盤、清算或債務重整協議的法律程序或類似程序時，證明招商證券（香港）對該客戶或擔保人或任何第三方進行申索之全部金額。
- 11.2 CMSHK may at any time and from time to time apply all or any monies held in any suspense account in or towards satisfaction of such obligation or liability of the Customer or the Guarantor as CMSHK may, in CMSHK's absolute discretion, from time to time, conclusively determine. 招商證券（香港）可隨時及不時動用在任何暫記賬戶內持有的所有或任何款項，以抵償招商證券（香港）可能以其絕對酌情權不時最終釐定的該客戶或擔保人所負之有關債務或責任。

## 12. ORDER OF DISTRIBUTION 編配之次序

All amounts received or recovered by CMSHK in the exercise of its rights under this Deed shall be applied towards the satisfaction of the Guaranteed Indebtedness and/or the amount due and payable under or in connection with this Deed and in the order as CMSHK determines. 招商證券（香港）在行使其在本契據項下權利時所收取或收回之所有金額，應用作抵償獲擔保債務及/或根據或因本契據到期和應付之金額，而抵償的先後次序由招商證券（香港）釐定。

## 13. CURRENCY INDEMNITY 貨幣兌換補償

- 13.1 If any sum due from the Guarantor under or in connection with this Deed is made or recovered in a currency other than that in which such sum is required to be paid (the "Original Currency"), CMSHK may at its own absolute discretion convert the payment into the Original Currency at a market rate of change selected by CMSHK at its discretion and then, the Guarantor shall fully indemnify CMSHK as a separate and independent obligation against (1) any deficient amount expressed in the Original Currency and (2) any exchange costs and taxes payable in connection with any such conversion. 倘若擔保人根據或因本契據應付之任何款項以有關款項應予支付的貨幣（「原先貨幣」）以外的貨幣支付或收回，招商證券（香港）可按其絕對酌情權，按招商證券（香港）所選擇的市場匯率將款項兌換為原先貨幣，然後擔保人須承擔一項分開和獨立的責任，就(1)以原先貨幣所示金額的任何不足額及(2)就任何上述兌換應付之任何兌換費用及稅項，向招商證券（香港）作全數彌償。
- 13.2 The Guarantor waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency other than that in which it is expressed to be payable. 擔保人放棄其於任何司法管轄區內或會擁有的以表明應要支付的貨幣以外的貨幣支付本契據項下任何金額之權利。

#### 14. SET OFF AND LIEN 抵銷及留置權

- 14.1 The Guarantor hereby authorises CMSHK to set off, to the extent permitted by applicable law, any credit balance (whether or not then due) to which the Guarantor is at any time beneficially entitled on any account (alone or joint with others, wherever situated) with CMSHK against any sum owing and/or payable by the Guarantor to CMSHK under this Deed, regardless of the place of payment, booking office or currency of either obligation. Where such set-off requires the conversion of one currency into another, CMSHK may make such conversion at the then prevailing rate of exchange of CMSHK (as conclusively determined by CMSHK). If any of the Guaranteed Indebtedness is unliquidated or unascertained, CMSHK may set off an amount estimated by it in good faith to be the amount of that obligation. 擔保人謹此授權招商證券(香港)可在適用法例容許的範圍內,以擔保人於任何時間在招商證券(香港)開立的任何賬戶(單獨或聯同其他不論身處何地之人士開立)實益享有之任何貨方餘額,與擔保人根據本契據所欠及/或應付予招商證券(香港)之任何款項抵銷,而不論每項債務的償付地點、人賬地點或貨幣。倘進行上述抵銷時須將某貨幣兌換為另一貨幣,則招商證券(香港)可按招商證券(香港)最終釐定的當時匯率進行有關兌換。若任何獲擔保債務未經釐定或尚未確實,則招商證券(香港)可抵銷其以忠誠態度估計為該債務金額之金額。
- 14.2 CMSHK may, but shall not be obliged to, exercise any rights given to it under Clause 14. 招商證券(香港)可(但並無責任)行使根據第14條所獲賦予之任何權利。
- 14.3 Until all the Guaranteed Indebtedness has been satisfied or discharged in full, CMSHK shall, to the extent permitted by applicable law, have a lien on all property and assets of the Guarantor from time to time in its possession whether the same is held for safe custody or otherwise. 直至所有獲擔保債務已全部抵償或獲解除之前,招商證券(香港)在適用法例容許的範圍內,對其不時管有(不論以安全託管或其他方式持有)的擔保人所有財產及資產擁有留置權。

#### 15. WAIVERS, REMEDIES CUMULATIVE 豁免、補救措施可予累積

- 15.1 Time shall be of the essence of this Deed, but no failure or delay on the part of CMSHK in exercising any right or remedy under this Deed will operate as a waiver thereof, nor will any single or partial exercise or waiver of any right or remedy preclude any other or further exercise of that or any other right or remedy. 本契據內之時間規定乃關鍵要素,但即使招商證券(香港)未有或延遲行使本契據項下任何權利或補救措施也不會構成有關豁免,而任何權利或補救措施的任何單一或部分行使或豁免,不會排除該等任何其他權利或補救措施之任何其他或進一步行使。
- 15.2 The rights and remedies provided in this Deed are cumulative and not exclusive of each other or any other rights and remedies (whether provided by law or otherwise). 在本契據內規定之權利及補救措施可予累積,既不互相排斥亦不排除任何其他權利及補救措施(不論法律或其他方面規定)。
- 15.3 The rights and remedies of CMSHK under this Deed may be waived only in writing and specifically. 招商證券(香港)在本契據下之權利及補救措施只可書面作出特定豁免。

#### 16. DELEGATION 轉授

CMSHK may delegate in any manner to any person any rights exercisable by CMSHK under this Deed. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as CMSHK thinks fit. 招商證券(香港)可按任何方式向任何人士轉授招商證券(香港)根據本契據可行使之任何權利。任何有關轉授只可按招商證券(香港)認為合適之條款及條件(包括分授的權力)進行。

#### 17. JOINT OBLIGORS 共同債務人

- 17.1 If there are two or more parties acting as Guarantor under this Deed (the "Parties" and each a "Party"), the expression "Guarantor" shall include all and each of them and their obligations and liabilities under this Deed shall be joint and several. Any communication under this Deed served on any one Party shall be deemed to have been served on all of them. 倘若有兩名或以上人士擔任本契據項下之擔保人(「擔保方」,各自為「擔保方」),「擔保人」一詞的涵義包括所有及各自的擔保方,而彼等在本契據項下的義務及責任應共同及個別承擔。根據本契據送達任何一名擔保方的任何通訊,應被視為已向所有擔保方送達。
- 17.2 Each Party agrees to be bound by this Deed notwithstanding that any others of the Parties which were intended to sign or be bound may not do so or be effectively bound and notwithstanding that this Deed may be determined or become invalid or unenforceable against any one or more of such Parties whether or not the deficiency is known to CMSHK. 儘管有意簽署或受約束的任何其他擔保方未必如此行事或受有效約束,且即使本契據可能終止或變為無效或無法對其中任何一名或多名擔保方強制執行,各擔保方亦同意受本契據約束,而不論招商證券(香港)是否知悉有關不足。
- 17.3 CMSHK shall be entitled to release any one or more of the Parties 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 Parties, without prejudicing or affecting CMSHK's rights, powers and remedies against any other Party. 招商證券(香港)有權將任何一名或多名擔保方從本契據中解除、與任何一名或多名擔保方妥協或以其他方式修改或同意修改彼等的責任,或給予時限或其他寬限或作出其他安排,前提是不損害或影響招商證券(香港)可針對任何其他擔保方之權利、權力及補救措施。

#### 18. EVIDENCE 證據

- 18.1 Any admission or acknowledgment in writing by the Customer or by any other person authorised by the Customer of the amount of indebtedness of the Customer in respect of Guaranteed Indebtedness to CMSHK and any judgment obtained by CMSHK against the Customer in respect of such indebtedness shall be binding and conclusive against the Guarantor in all courts of law and elsewhere. 該客戶或獲該客戶授權的任何其他人士對該客戶所欠招商證券(香港)的獲擔保債務的有關債務金額所作之任何承認或確認,以及招商證券(香港)就該債務所獲得可針對該客戶之任何裁決,在所有法院及其他司法地點均對擔保人具約束力及最終效力。
- 18.2 For all purposes, a certificate by CMSHK as to any sum payable by the Guarantor under this Deed, and any other certificate, determination, notification or the like of CMSHK provided for in this Deed shall be conclusive save for manifest error. 就所有目的而言,招商證券(香港)對於擔保人在本契據下應付的任何款項所提供之證明,以及招商證券(香港)在本契據內規定之任何其他證明、確認、通知或類似事項,除非有明顯錯誤,否則均具有最終效力。

#### 19. EXPENSES 開支

The Guarantor shall reimburse CMSHK on demand for: 擔保人應在要求下就以下開支向招商證券(香港)作補還:

(a) all expenses (including taxes thereon and legal fees on a full indemnity basis) incurred by CMSHK in connection with the preparation, negotiation, entry into, registration or administration of this Deed and/or any amendment, supplement, waiver or consent to or in respect of this Deed (whether or not entered into or given) or in protecting or enforcing (or attempting to protect or enforce) any of CMSHK's rights under this Deed and/or any such amendment, supplement, waiver or consent; and 招商證券(香港)就本契據的編撰、磋商、訂立、登記或管理及/或有關本契據的任何修訂、補充、豁免或同意(不論是否達成或給予)或保障或強制執行(或意圖保障或強制執行)招商證券(香港)在本契據下任何權利及/或任何有關修訂、補充、豁免或同意所產生之一切開支(包括以完全彌償基準計算的有關稅項及法律費用);及

(b) any stamp, documentary, registration or similar taxes payable in connection with this Deed and any penalty for late payment or non-payment of the foregoing. 就本契據應付之任何印花稅、文件徵費、登記稅或類似稅項以及上述款項遲交或未付款之任何罰款。

#### 20. TRANSFERS 轉讓

- 20.1 The Guarantor may not assign or transfer all or any part of its rights or obligations under this Deed. 擔保人不得編配或轉讓其在本契據下的全部或任何部分權利或債務。
- 20.2 CMSHK may sell, assign or transfer its rights, benefits and obligations under this Deed to any person at any time. 招商證券(香港)可隨時向任何人士出售、編配或轉讓其在本契據下之權利、利益及債權。
- 20.3 If CMSHK sells, assigns or transfers any or all of its rights, benefits and obligations, the Guarantor's own rights, benefits and obligations under this Deed will stay exactly the same but the Guarantor will be bound to any person to whom CMSHK sells, assigns or transfers its rights, benefits or obligations. That person will have CMSHK's powers and rights, benefits and obligations so far as these are sold, assigned or transferred to it. CMSHK will be released automatically from its obligations to the Guarantor so far as CMSHK's obligations are assumed by that person. The Guarantor irrevocably authorises CMSHK to execute on its behalf any novation or other document reflecting the arrangements agreed to in this Clause. 倘若招商證券(香港)出售、編配或轉讓其任何或全部權利、利益及債權,則擔保人在本契據下的自身權利、利益及債務將保持相同,但擔保人將受到獲招商證券(香港)出售、編配或轉讓其權利、利益或債權的任何人士之約束。該人士將按所獲出售、編配或轉讓之部分,擁有招商證券(香港)之權力及權利、利益及債權。招商證券(香港)將按該人士所承受的部分,自動解除對擔保人的該部分債權。擔保人不可撤回地授權招商證券(香港)可代表其簽立反映本條款內所同意安排之任何債務更替文件或其他文件。

20.4 The Guarantor's obligations under this Deed will not be affected by any takeover, absorption or merger by or of CMSHK by, of or with any other securities or other institution. 擔保人在本契據下之責任不會受到招商證券（香港）的任何收購、吸收合併或兼併與其他證券或其他機構進行任何收購、吸收合併或兼併之影響。

20.5 The Guarantor's obligations under this Deed will not be affected by any change in the name or constitution of CMSHK or any successor, assignee or transferee. 擔保人在本契據下之責任不會受到招商證券（香港）或任何繼承人、受讓人或承讓人的名稱或組織章程變動之影響。

## 21. DISCLOSURE OF INFORMATION 披露資料

21.1 The Guarantor consents to the disclosure by CMSHK of any information about the Guarantor or this Deed to: 擔保人同意招商證券（香港）向以下人士披露有關擔保人或本契據之任何資料：

- (a) the Customer; 該客戶；
- (b) any person to whom CMSHK proposes to sell, assign or transfer, or has sold, assigned or transferred, all or any of its rights, benefits and obligations under this Deed or any Guaranteed Indebtedness; 招商證券（香港）建議或經已向其出售、編配或轉讓在本契據下全部或任何權利、利益及債權或任何獲擔保債務之任何人士；
- (c) any person with whom CMSHK proposes to enter, or has entered, into any arrangements in respect of this Deed or any Guaranteed Indebtedness; 招商證券（香港）建議或經已就本契據或任何獲擔保債務與其訂立任何安排之任何人士；
- (d) the head office or any branch of CMSHK or any exchange, government agencies, government organisations or other authority or regulatory body in any country or place to which CMSHK may be required or requested to disclose information or any other company within CMSHK's group, being its holding, associated, affiliated and subsidiary companies from time to time or any of its or their delegates; 招商證券（香港）之總辦事處或任何分公司，或招商證券（香港）被規定或要求向其披露資料的任何國家或地點之任何交易所、政府機關、機構或其他當局或監管團體，或在招商證券（香港）集團內不時為其控股、相聯、聯屬及附屬公司之任何其他公司或其或彼等的任何受委代表；
- (e) debt collection agencies, credit reference agencies and any business which CMSHK engages to process its data; or 獲招商證券（香港）委聘處理其資料之資料收集機構、信用調查機構及任何企業；或
- (f) any other person, if requested or required by law, directive or regulation to do so. 按法例、指令或規例的要求或規定可獲披露資料之任何其他人士。

21.2 (a) The Guarantor acknowledges that it has noted the contents of a notice relating to the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) issued by CMSHK (which notice may be amended by CMSHK from time to time) (the "PDPO Notice") and agrees that it is necessary to supply CMSHK with data under Part B of the Schedule hereto or as required by CMSHK in order that CMSHK will accept this Deed. 擔保人確認，已注意由招商證券（香港）發出的有關《個人資料（私隱）條例》（香港法例第486章）的通知（該通知可由招商證券（香港）不時修訂）（「個人資料私隱通知」）之內容，並同意需要向招商證券（香港）提供本契據附表B部所述或招商證券（香港）所要求的有關資料，使招商證券（香港）接納本契據；

(b) The Guarantor authorises CMSHK to use its data for the purposes set out in the PDPO Notice and notes that data held by CMSHK will be kept confidential but permits CMSHK to provide such information to the persons listed in the PDPO Notice or any other persons (including debt collecting agents) for the purposes set out in the PDPO Notice or in compliance with any laws, regulations or directions binding on CMSHK or its branches or sub-branches. 擔保人授權招商證券（香港）使用其資料以用作個人資料私隱通知所載的用途，並注意到招商證券（香港）所持有的資料將會保密，但允許招商證券（香港）向個人資料私隱通知所列的人士或任何其他人士（包括收賬代理）提供該等資料，以用作個人資料私隱通知所載的用途或遵守對招商證券（香港）或其分行或支行具約束力之任何法例、規例或指令；

(c) The Guarantor further authorises CMSHK to contact any of its banks, referees or any other sources for the purpose of obtaining or exchanging any information and to compare the information provided by it with other information collected by CMSHK for checking purposes. 擔保人進一步授權招商證券（香港），可聯絡其任何銀行、諮詢人或任何其他來源以獲取或交換任何資料，並將其提供的資料與招商證券（香港）所收集的其他資料進行比較以作查核用途；

(d) The Guarantor agrees that CMSHK is entitled to use the results of such comparison to take any action which may be adverse to the interests of or against it. 擔保人同意，招商證券（香港）有權使用上述比較的結果，來採取可能對擔保人利益不利或針對擔保人之任何行動；

(e) The Guarantor consents to: 擔保人同意：

- (i) its data being transferred to another jurisdiction outside Hong Kong; 可將其資料轉交至香港以外之其他司法管轄區；
- (ii) the use of its data by CMSHK for direct marketing of the services, products and subjects mentioned in the section on use of personal data in direct marketing in the PDPO Notice; and 招商證券（香港）可使用其資料作個人資料私隱通知內有關使用個人資料作直銷用途一節所述有關服務、產品及標的物之直銷；及
- (iii) transfer by CMSHK of its data to the parties listed in the said section on use of personal data in direct marketing for direct marketing of the said services, products and subjects. 招商證券（香港）可將其資料轉交至上述使用個人資料作直銷用途一節所列的人士，以進行上述服務、產品及標的物之直銷；

21.3 The Guarantor agrees to circulate the PDPO Notice to its shareholders, directors, secretary (if any), other officers and employees from whom CMSHK may need to collect their personal data from time to time in relation to or for the purpose of this Deed. 擔保人同意可向招商證券（香港）不時就本契據或為了本契據的目的可能向其收集個人資料之擔保人股東、董事、秘書（如有）、其他高級人員及僱員派發個人資料私隱通知。

## 22. CUSTOMER'S INFORMATION 該客戶的資料

The Guarantor acknowledges that CMSHK may not provide the following to the Guarantor without the Customer's consent: 擔保人承認，招商證券（香港）未經該客戶同意，不會向擔保人提供以下資料：

- (a) a copy or summary of the agreement or document evidencing any Guaranteed Indebtedness; 證明任何獲擔保債務的協議或文件之副本或概要；
- (b) a copy of any formal demand or the like for overdue payment sent to the Customer; and 就逾期款項向該客戶發出的任何正式催繳通知或同類文件之副本；及
- (c) a copy of any statement of account of the Customer. 該客戶任何賬戶結單之副本。

## 23. TAXES 稅項

23.1 All sums payable by the Guarantor under this Deed shall be paid free of any restriction or condition and free and clear of and (except to any extent required by law) without any counterclaim, deduction or withholding, whether on account of tax, by way of set-off or otherwise. 擔保人根據本契據應付的所有款項於支付時應免除任何限制或條件，並免除和不附帶（除法例所規定者外）任何反申索、扣減或預扣（不論是否因稅務、以抵銷方式或其他方式作出）。

23.2 If the Guarantor is obliged by law to make any deduction or withholding from any such sum, the sum payable by the Guarantor in respect of which the relevant deduction or withholding is required shall be increased to the extent necessary to ensure that, after making that deduction or withholding, CMSHK receives and retains a net sum equal to the full amount which CMSHK would have received and so retained as if no such deduction or withholding had been required or made. Any additional amount paid under this Clause shall not be treated as interest and constitutes part of the sum the Guarantor is originally obliged to pay. 倘若擔保人須根據法例從任何上述款項中作任何扣減或預扣，則擔保人須就此作出有關扣減或預扣之應付款項須作所需程度的增加，以確保在作出上述扣減或預扣後，招商證券（香港）所收取和保留的款項相等於假設在並無規定或作出上述扣減或預扣的情況下招商證券（香港）應收取和保留之全數金額。根據本條款支付之任何額外金額不應當作利息，而應構成擔保人原先應要支付的款項之一部分。

23.3 Within 30 days after making any deduction or withholding, the Guarantor shall provide CMSHK with evidence satisfactory to CMSHK of that deduction or withholding and the remittance of that deduction or withholding to the relevant authority. 在作出任何扣減或預扣後20日內，擔保人須向招商證券（香港）提供令其信納的有關扣減或預扣及向有關當局繳交該扣減或預扣金額之證據。

## 24. RELEASE CONDITIONAL 解除的先決條件

Any release, discharge or settlement between CMSHK and the Guarantor shall be conditional upon no security, disposition or payment to CMSHK by the Guarantor or any other person being avoided, set aside, reduced or required to be repaid pursuant to any provisions or enactments relating to bankruptcy, liquidation, winding-up, insolvency or circumstance analogous to the foregoing events (whether or not having the force of law) and, in any such event, CMSHK shall be entitled to recover the value or amount of any such security or payment from the Guarantor by enforcing this Deed as if such release, discharge or settlement had not occurred and any such payment had not been made. 招商證券（香港）與擔保人之間的任何解除、免除或和解，先決條件是擔保人或任何其他人士向招商證券（香港）作出的抵押、處置或付款並無遭避免、作廢、減少或根據有關破產、清算、清盤、無力償債或與上述事件類似的情況（不論是

否具法律效力)之任何規定或法令須予償還,而在任何該等情況下,招商證券(香港)有權透過強制執行本契據,向擔保人追收任何上述抵押或付款的價值或金額,猶如有關解除、免除或和緩從未發生且未有作出任何上述付款一樣。

## 25. NOTICES 通知

- 25.1 Unless otherwise provided in this Deed or agreed in writing between the parties, any communication under this Deed shall be delivered personally or sent by post or fax or E-mail. Any communication from CMSHK to the Guarantor shall be conclusively deemed to be received by the Guarantor, if personally delivered, upon delivery to the address of the Guarantor or, if sent by post, two Business Days after posting the same to the address of the Guarantor or, if sent by fax, when confirmed by an activity report confirming the facsimile number to which such notice was sent or if sent by E-mail when sent. 除非在本契據內另有規定或由雙方以書面協定,否則根據本契據發出的任何通訊須親身交付或以郵件或傳真或電郵發出。招商證券(香港)向擔保人發出的任何通訊最終被視為於(如親身交付)交付至擔保人的地址或(如以郵件發出)按擔保人的地址投遞後兩個營業日或(如以傳真發出)於活動報告確認獲發有關通知的傳真號碼獲確實或(如以電郵發出)發送時,由擔保人收取。
- 25.2 The address facsimile number and E-mail address of the Guarantor for all notices under or in connection with this Deed are: 根據或就本契據獲發所有通知的擔保人地址、傳真號碼及電郵地址為:  
(a) the correspondence address, facsimile number and E-mail address set out in Part B of the Schedule; or 附表 B 部所載之通訊地址、傳真號碼及電郵地址;  
或  
(b) any other correspondence address, facsimile number and E-mail address of the Guarantor notified by the Guarantor for this purpose to CMSHK by not less than five Business Days' notice. 擔保人就此目的按不少於五個營業日的通知向招商證券(香港)知會之任何其他通訊地址、傳真號碼及電郵地址。
- 25.3 As an alternative to any direct communication to the Guarantor, any demand letter issued by CMSHK under or in relation to this Deed shall be conclusively deemed to be received by the Guarantor if it is sent or delivered to its process agent referred to in Clause 29.4 below (if any) in accordance with Clause 25.1 as if references to the Guarantor were references to such process agent. 作為向擔保人直接發出任何通訊之替代方式,由招商證券(香港)根據或就本契據發出之任何要求函件如果根據第 25.1 條向下文第 29.4 條所述的傳票代理(如有)發出或交付,將最終被視為由擔保人收取,猶如提述擔保人與提述該傳票代理一樣。
- 25.4 Any communication from the Guarantor shall be irrevocable and given in writing and addressed to CMSHK and directed to the attention of Customer Services Department of CMSHK and shall not be effective until received by CMSHK. 由擔保人發出的任何通訊概不可撤回並須以書面發出,而地址須註明招商證券(香港)並以招商證券(香港)的客戶服務部作為收件人,且於招商證券(香港)收到時才會生效。

## 26. CUSTOMER BEING A CORPORATION 客戶為公司

- 26.1 If the Customer is either a limited company or other corporation, the provisions contained in this Deed which shall be primarily and literally applicable to a single and individual Customer only shall be construed and take effect so as to give CMSHK a guarantee and indemnity for the moneys owing and/or payable from such limited company or corporation as identical or analogous as may be with or to that which would have been given for the moneys owing and/or payable from a single individual if the Customer were a single individual and any money, debts or liabilities shall be deemed to be owing, remaining due and unpaid by the Customer. 倘若該客戶為有限公司或其他法團,本契據所載的主要和在字面上適用於單一及個別客戶之條文的解釋和生效應給予招商證券(香港)就該有限公司或法團的欠款及/或應付款項所作出的一項擔保及彌償保證,而該擔保及彌償保證盡可能一樣或類似如該客戶是個人的話會就該個人的欠款及/或應付款項而給予之擔保及彌償保證,而任何款項、債項或負債將被視為由該客戶所欠、到期應付而未付。
- 26.2 If the Customer is a limited company or other corporation, any reference to bankruptcy of the Customer shall be deemed to be a reference to liquidation, winding-up or other analogous proceedings of the Customer and the moneys owing and/or payable as aforesaid and hereby guaranteed and indemnified shall be deemed to include any moneys, owing and/or payable in respect of debentures or debenture stock of such limited company or other corporation held by CMSHK or on CMSHK's behalf. 倘若該客戶為有限公司或其他法團,凡提述該客戶破產應被視為提述該客戶進行清算、清盤或其他類似程序,而上述所欠及/或應付而謹此獲擔保及彌償保證的款項應被視為包括由招商證券(香港)或代表招商證券(香港)所持有的該有限公司或其他法團之債券或債權證相關之所欠及/或應付的任何款項。

## 27. PARTIAL ILLEGALITY 部分不合法

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any applicable law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed under the law of that or of any other jurisdiction nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby. Where however the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law so that this Deed shall be a valid and binding agreement enforceable in accordance with its terms. 倘若於任何時間本契據任何條文根據任何司法管轄區的適用法例屬於或成為不合法、無效或在任何方面無法強制執行,則本契據其餘條文在該司法管轄區或任何其他司法管轄區的法律下之合法性、有效性或強制執行性,以及前述條文在任何其他司法管轄區的法律下之合法性、有效性或強制執行性不會受到影響或受損。然而,倘任何有關適用法例的規定可予豁免,則由有關訂約方在有關法例容許下充份地獲得豁免,使本契據成為有效及具約束力之協議並可根據其條款強制執行。

## 28. COUNTERPARTS 複本

This Deed may be executed in any number of counterparts, all of which when taken together shall constitute a single instrument. 本契據可以任何數目之複本簽立,而所有複本整體構成一份單一文件。

## 29. LAW AND JURISDICTION 法律及司法管轄權

- 29.1 This Deed shall be governed by and construed in all respects in accordance with the law of Hong Kong. 本契據在各方面受香港法例管轄,並按香港法例詮釋。
- 29.2 The Guarantor hereby agrees that any legal action or proceedings in connection with this Deed against it or any of its assets may be brought in the Hong Kong courts and irrevocably and unconditionally submits to the non-exclusive jurisdiction of such courts. 擔保人謹此同意,就本契據針對其本身或其資產所作出之任何法律行動或程序可提呈在香港法院進行,並且不可撤回和無條件地服從有關法院之非專屬司法管轄權。
- 29.3 The submission to such jurisdictions shall not (and shall not be construed so as to) limit the right of CMSHK to take proceedings against the Guarantor in whatsoever jurisdictions CMSHK sees fit nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not. 服從有關司法管轄權不會(亦不應被理解為)限制招商證券(香港)可在招商證券(香港)認為合適的任何司法管轄區內針對擔保人採取法律程序之權利,而在任何一個或多個司法管轄區內採取法律程序不會排除在任何其他司法管轄區內採取法律程序,不論有關法律程序是否同時進行。
- 29.4 If the Guarantor is a company incorporated outside Hong Kong and has not been registered with the Hong Kong Companies Registry, without prejudice to any other mode of service, the Guarantor: 倘擔保人為在香港境外註冊成立的公司亦從未在香港公司註冊處登記,則在不影響任何其他送達方式之情況下,擔保人:  
(a) irrevocably appoints: (i) a company incorporated in Hong Kong and specified in Part E of the Schedule; or (ii) if no such company is specified, then China Merchants Nominees (HK) Co., Limited of 48/F., One Exchange Square, Central, Hong Kong as its agent to accept service of any legal process in Hong Kong on behalf of the Guarantor whether in connection with this Deed or otherwise; 不可撤回地委任: (i) 一家在香港註冊成立並在附表 E 部列明的公司; 或 (ii) 或如無列明該公司,則由招商代理人(香港)有限公司(地址為香港中環交易廣場一期 48 樓),代表擔保人就本契據或其他方面在香港接收任何法律程序文件;  
(b) in case of (a)(i) above, will procure such agent to acknowledge in writing to CMSHK its appointment as such agent; 在上述(a)(i)的情況下,將促使該代理以書面向招商證券(香港)確認其獲委任為該代理;  
(c) agrees that service of legal process on such agent shall be deemed to constitute service on the Guarantor and that failure by the process agent to notify the Guarantor of the process shall not invalidate the proceedings concerned; and 同意向該代理送達法律程序文件將被視為已向擔保人送達,而該傳票代理未有通知擔保人已收到有關文件,亦不會使有關法律程序失效;及  
(d) agrees that if the appointment of any process agent appointed pursuant to sub-clause (a) above (or any successor thereto) shall cease to exist for any reason where process may be served, the Guarantor will forthwith appoint another process agent with an office in Hong Kong where process may be served and will forthwith notify CMSHK thereof and failing such appointment within 15 days, CMSHK is entitled to appoint such person by notice to the Guarantor. 同意倘根據上文(a)分條獲委任的任何傳票代理(或任何繼任人)之委任因任何理由不再就送達傳票而存在,則擔保人將隨即委任另一名其辦事處位於香港並可接收法律程序文件之傳票代理,並將即時知會招商證券(香港)有關委任,而若於 15 日內未有作出委任,招商證券(香港)有權透過向擔保人發出通知以委任有關人士。
- 29.5 To the extent that the Guarantor may in any jurisdiction claim for itself or its assets or revenues immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to it or its assets or revenues such immunity (whether or not claimed) the Guarantor hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the fullest extent permitted by the law of such jurisdiction, including immunity in respect of: 倘擔保人在任何司法管轄區內可要求就其本身或其資產或收入豁免



訴訟、執行、扣押（不論是否要求確保執行判決的訴狀、裁決前或在其他情況下）或其他法律程序，而在任何有關司法管轄區內准予其本身或資產或收入有關豁免（不論是否宣稱），則在有關司法管轄區的法律允許的最大範圍內，擔保人謹此不可撤回地同意不會提出要求亦不可撤回地放棄有關豁免權，包括有關以下方面的豁免：

- (a) the giving of any relief by way of injunction or order for specific performance or for the recovery of assets or revenues; and/or 透過頒佈禁制令或強制履行令或收回資產或收入之方式給予任何濟助；及／或
- (b) the issue of any process against its assets or revenues for the enforcement of a judgment or, in an action *in rem*, for the arrest, detention or sale of any of its assets and revenues. 為了強制執行裁決或在對物訴訟中為了扣留、扣押或出售其任何資產及收入，而發出任何傳票。

### 30. CHINESE TRANSLATION 中文翻譯

The Chinese version of this Deed is for reference purposes only. If there is any conflict between the English and Chinese versions of this Deed, the English version will prevail. 本契據之中文版本僅供參考。倘本契據之中英文版本存在任何歧義，概以英文版本為準。

### 31. DEBT COLLECTION 收賬

CMSHK shall be entitled to employ debt collecting agents to collect any sum due but unpaid by the Guarantor. The Guarantor hereby agrees, and acknowledges that it has been warned, that it shall be obliged to indemnify and keep CMSHK indemnified on a full indemnity basis against all reasonable costs and expenses which CMSHK may reasonably incur in employing debt-collecting agents. 招商證券（香港）有權委聘收賬代理追收擔保人的到期應付但未付之任何款項。擔保人謹此同意並確認已獲警告，須以完全彌償基準向招商證券（香港）作出彌償保證，使招商證券（香港）就委聘收賬代理所合理產生之一切合理費用及開支獲得彌償。

### 32. INTERPRETATION AND DEFINITIONS 詮釋及釋義

32.1

In this Deed, unless the context otherwise requires: 在本契據內，除文義另有指定外：

- (a) "Business Days" means days (other than Saturdays, Sundays or public holidays) on which banks are open for general business in Hong Kong;  
「營業日」指香港銀行開門辦理一般業務之日（不包括星期六、星期日及公眾假期）；
- (b) "Cut-off Date" means the date falling six (6) months after the date on which notice, served by the Guarantor pursuant to sub-clause 3.1(a), is received by CMSHK;  
「截止日期」指招商證券（香港）收到擔保人根據第 3.1(a)分條發送的通知日期後滿六(6)個月當日；
- (c) "Deed" means this deed of guarantee and indemnity as the same may be amended or supplemented from time to time;  
「契據」指經不時修訂或補充之本擔保及彌償保證契據；
- (d) "Customer" means the person(s) identified as such in Part C of the Schedule;  
「該客戶」指附表 C 部內指明為客戶之人士；
- (e) "Guarantor" the person(s) specified and short details of whom are set out in Part B of the Schedule;  
「擔保人」指附表 B 部內指明並載列其簡單說明之人士；
- (f) "Guaranteed Indebtedness" means all moneys, debts, obligations and liabilities of whatever nature which are now or may at any time hereafter be or become from time to time due, owing, incurred and/or payable to CMSHK by the Customer anywhere, whether actual, contingent, joint and/or several or otherwise;  
「獲擔保債務」指現時或於往後任何時間該客戶於任何地點不時到期、所欠、產生及／或應付予招商證券（香港）之所有任何性質的款項、債項、債務及負債，而不論是否實際、或然、共同及／或個別或以其他方式產生；
- (g) "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;  
「香港」指中華人民共和國香港特別行政區；
- (h) "Margin Financing" means securities margin financing under the securities margin account the Customer has with CMSHK;  
「保證金融資」指該客戶在招商證券（香港）開立的證券保證金賬戶項下之證券保證金融資；
- (i) "Obligor" means the Customer and any party that has provided security guarantee or indemnity or is otherwise liable to CMSHK in respect of the liabilities of the Customer to CMSHK;  
「債務人」指該客戶及已提供證券擔保或彌償保證或以其他方式就該客戶所欠招商證券（香港）的負債對招商證券（香港）負責之任何人士；
- (j) "Principal Limit" means the amount specified as such in Part D of the Schedule;  
「本金限額」指附表 D 部指明為本金限額之金額；
- (k) "Securities Account Agreement" means the securities account agreement in relation to the Securities Account(s) between the Customer and CMSHK the date of which is set out in Part F of the Schedule;  
「證券賬戶協議」指就該客戶與招商證券（香港）之間的證券賬戶所訂立日期載於附表 F 部之證券賬戶協議；
- (l) unless contrary indication appears or the context otherwise requires, any reference in this Deed to:  
除非有相反的指示或文義另有規定，否則凡在本契據內：
- (i) "CMSHK" includes all branches and offices of China Merchants Securities (HK) Co., Ltd. wherever situated and its successors and assigns;  
提述「招商證券（香港）」，包括招商證券（香港）有限公司之所有分行及辦事處（不論處於何地）及其繼承人及受讓人；
- (ii) Clauses or Schedules are to be construed as references to the clauses of and the Schedule to this Deed;  
提述條款或附件，應理解為提述本契據之條款及附件；
- (iii) paragraphs and sub-clauses are, unless otherwise stated, references to paragraphs or sub-clauses of the Clause or as the case may be sub-clause in which the reference appears;  
提述段及分條，除另有所指外，指條款的段或分條或（視情況而定）出現有關提述的分條；
- (iv) a person includes an individual, a company, partnership or body unincorporated and its successors and assigns;  
提述人士，包括個人、公司、非法人的合夥關係或團體以及其繼承人及受讓人；
- (v) words importing the singular shall include the plural and *vice versa* and words importing one gender includes all other genders;  
提述單數的字詞時，應包括複數的含義，反之亦然，而屬某性別的字詞包括所有其他性別的含義；
- (vi) a provision of law is a reference to that provision as amended or re-enacted; and  
提述法律條文時，指經修訂或重新制訂之該條文；及
- (vii) references to (or to any specified provision of) this Deed, or any other document shall be construed as references to this Deed, that provision or that document as in force for the time being and as amended or supplemented in accordance with the terms thereof, or, as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of this Deed or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of CMSHK.

提述本契據（或當中任何特定條文）或任何其他文件，應理解為提述當時有效並根據其條款經修訂或補充或（視情況而定）由有關方協定及（倘作為准予作有關修訂之條件須根據本契據或有關文件的條款得到有關同意）得到招商證券（香港）事先書面同意之本契據、該條文或該文件。

32.2 Clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Deed.

條款標題僅為方便參考而加上，在詮釋本契據時可予忽略。

32.3 If CMSHK considers that a payment in respect of any Guaranteed Indebtedness is capable of being avoided or otherwise set aside on bankruptcy, liquidation, winding-up, or administration or supervision of the person making that payment or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

倘招商證券（香港）認為就任何獲擔保債務作出之付款可於作出該付款的人士破產、清算、清盤或管理或監管時被避免或以其他方式被作廢，則該金額不應被視為已就本契據不可撤回地支付。

32.4 Where the Customer or the Guarantor consists of partners, trustees or joint account holders, references to the Customer or the Guarantor, where the context admits, are references to the persons who constitute the Customer or, as the case may be, the Guarantor for the time being.

倘該客戶或擔保人包括合夥人、受託人或聯名賬戶持有人，則凡提述該客戶或擔保人應按文義理解為提述當時構成該客戶或（視情況而定）擔保人之人士。

32.5 This Deed is and will remain the property of CMSHK. It will not be returned to the Guarantor at any time.

本契據屬於並將一直為招商證券（香港）之財產，於任何時間均不會退回予擔保人。

32.6 All communications and documents sent hereunder shall either be in English or Chinese language. In case of inconsistencies between the English version and the Chinese version of any communications sent hereunder, the English version shall prevail.

根據本契據發出之所有通訊及文件將以英文或中文發出。如根據本契據所發出的任何通訊的中英文版本之間有任何歧義，概以英文版本為準。

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