

DEED OF GUARANTEE

擔保書

To: Global Mastermind Securities Limited (“GMSL”)
Unit 1203, 12/F, West Tower, Shun Tak Centre,
168-200 Connaught Road Central, Hong Kong
環球大通證券有限公司(“環球大通證券”)
香港干諾道中 168-200 號信德中心西座 12 樓 1203 室

Date: _____
日期:

Name of Guarantor: _____
擔保人姓名:

ID/Incorporation No.: _____
身份證/註冊號碼:

Address of Guarantor: _____
地址:

Name of Client: _____
客戶姓名:

Account No.: _____
帳戶號碼:

Re: Securities Trading Account
有關: 證券交易帳戶

In consideration of GMSL 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 GMSL (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 “Agreements”), I/We, the undersigned, DO HEREBY GUARANTEE to GMSL 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 GMSL and DECLARE as follows:-

我/我們(以下稱為“擔保人”)考慮到環球大通證券為上述客戶(以下稱為“委託人”)開設證券交易帳戶、及經常根據委託人簽字的證券交易帳戶協議規範協定(總稱為“上述協定”),向委託人借款、提供信貸、或提供延期,我/我們在此向環球大通證券擔保,委託人一定會遵守和執行上述協定的條款和規定,我/我們在此同意並與環球大通證券訂立契約,並且宣佈:

1. Fully to indemnify and save GMSL harmless from any and all damages which GMSL 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.
完全彌償環球大通證券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。
2. The Guarantor will pay GMSL on demand and hereby guarantees the repayment to GMSL on demand of all sums of money which now are or shall hereafter become due to GMSL from the Principal in respect of any transaction in the account of the client at GMSL with all interest, costs, commission and other charges and expenses which GMSL may charge against the Principal and all costs, charges and expenses which GMSL may incur in enforcing or obtaining payment of the sums of money due to GMSL from the Principal. It shall not be necessary for GMSL to make any demand on or take any action against the Principal before making any demand on or recovering payment from me/us.
擔保人會根據環球大通證券的要求，向環球大通證券付款並且在此保證償還委託人應向環球大通證券支付的款項，以及所有的利息、佣金和環球大通證券可能在業務中向委託人收取的其他費用，以及環球大通證券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。在環球大通證券向我/我們提出彌償要求前不必先向委託人提出任何索償行動。
3. 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 GMSL from the Principal.
此項擔保持續有效，是一份持續性擔保書，適用於委託人應向環球大通證券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.
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。
5. 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 GMSL notice in writing to determine this guarantee at a date not less than three calendar months after the receipt by GMSL 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 GMSL from the Principal at the same date with interest and for such costs and expenses as aforesaid.
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環球大通證券終止擔保，確定從環球大通證券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環球大通證券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 guarantee shall as well before as after such notice of determination be a security for all monies becoming due to GMSL from the Principal in respect of any transaction entered into prior to the date of this guarantee 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，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環球大通證券的應付款承擔責任。

7. It shall be lawful for GMSL 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.

即使環球大通證券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, 環球大通證券仍可合法地繼續使用委託人的現有帳戶或為委託人開立一個或多個新帳戶, 此後支付到這個或這些帳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 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 GMSL shall have been repaid all monies due to GMSL from the Principal immediately before the bankruptcy or insolvency of the Principal.

根據該擔保書, 委託人破產或喪失還償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償能力之前發生的對環球大通證券的應付款被完全清償之前, 這些債務持續完全有效。

9. 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.

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。

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

只要在委託人的帳戶上還有未清償的應支付給環球大通證券的款項, 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。

11. This guarantee and GMSL's rights under it shall be in addition to and shall not be affected or prejudiced by GMSL's holding or taking any other or further securities which GMSL may now or hereafter hold from or on Account of the Principal or by GMSL's varying, releasing or omitting or neglecting to enforce any such securities or by GMSL's varying or determining any credit to the Principal or by GMSL'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 GMSL.

此項擔保和環球大通證券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, 即環球大通證券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, 環球大通證券修改、放棄、刪除或忽略這些擔保的實施, 或者環球大通證券修改或終止對委託人的債權, 或者環球大通證券將持有的匯票、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。

12. All dividends compositions and monies received by GMSL from the Principal or from the assets of the Principal capable of being applied by GMSL 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 GMSL in respect thereof shall not arise until GMSL shall have received the full amount of GMSL's claims against the Principal.

環球大通證券從委託人處或其資產中收取的所有紅利組合及款項，都應該視為對環球大通證券的償還，直至環球大通證券從委託人處取回所有欠款後，本人才有權利取代環球大通證券向委託人追討。

13. 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 GMSL's right to recover from the Guarantor to the full extent of this guarantee.

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，都不能損害或影響環球大通證券按本擔保書向擔保人追討全數欠款的權利。

14. GMSL shall be at liberty but not bound to resort for GMSL's own benefit to any other means of payment at any time and in any order GMSL think fit without thereby diminishing the liability of the Guarantor. GMSL 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.

環球大通證券有自由且不受限制地為了自己的利益而隨時以環球大通證券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。環球大通證券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。

15. Any Account stated by GMSL and the Principal or on his behalf may be adduced by GMSL and shall be accepted by the Guarantor as conclusive evidence of the amount be due from the Principal to GMSL. Any payment to GMSL 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 terms thereof.

環球大通證券和委託人或代表其利益的其他人之間確認的帳戶，擔保人必須將其作為委託人對環球大通證券的應付款帳目的確鑿證據並且加以接受。委託人或他人代表委託人向環球大通證券償還的任何款項，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。

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

環球大通證券管理者提供的關於委託人對環球大通證券的債務欠款證明，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 Principal now or hereafter held by the Guarantor is hereby subordinated to the indebtedness of the Principal to GMSL. Such indebtedness of the Principal to the Guarantor if GMSL so require shall be collected, enforced and received by the Guarantor as trustee for GMSL and be paid over to GMSL on Account of the indebtedness of the Principal to GMSL but without reducing or affecting in any manner the liability of the Guarantor under the other provisions of this guarantee.

現在和今後委託人對擔保人的欠債，皆從屬於委託人對環球大通證券的債務。委託人對擔保人的債務應該由擔保人以環球大通證券信託人身份從委託人處收款、執行和收回，然後根據委託人對環球大通證券的債務支付給環球大通證券，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。

18. GMSL 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 GMSL on any Account.

只要還有欠款未還清, 環球大通證券就對擔保人在貴處任何帳戶上現金和今後的存款享有扣押權。

19. Nothing done or omitted by GMSL in pursuance of any authority or permission contained in this guarantee shall affect or discharge the liability of the Guarantor under it.

環球大通證券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。

20. 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.

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責任。

21. This guarantee shall continue to bind the Guarantor notwithstanding any amalgamation that may be effected by GMSL with any other company or companies, person or persons or notwithstanding any reconstruction by GMSL involving the formation of and transfer of all or any of GMSL's assets to a new company or notwithstanding the sale of all or any part of GMSL's undertaking and assets to another company whether the company or companies with which GMSL amalgamate or the company to which GMSL transfer all or any of GMSL's asset either on a reconstruction or sale as aforesaid shall or shall not differ in their or its objects character and constitution from GMSL 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 GMSL 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 GMSL.

此項擔保書仍然對擔保人有約束力, 即使環球大通證券可能和其他公司或數個公司、個人或幾個人發生合併, 或者環球大通證券進行結構重組, 並把環球大通證券所有或一部份的資產轉移給新公司, 或者環球大通證券把企業或資產的全部或一部份賣給其他企業, 不論上述與環球大通證券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環球大通證券相同, 擔保人的意圖是該擔保書仍然在有利於環球大通證券的所有方面保持有效, 該擔保書的利益和所有授予環球大通證券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環球大通證券, 而是這個或這幾個公司、這個或這幾個人。

22. 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 GMSL'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.

根據本擔保書所發出的通知應該通過電報或電傳送給環球大通證券, 或用預付信封郵寄到環球大通證券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。

23. 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 GMSL's behalf.

我們理解和同意, 除非以書面形式由環球大通證券簽署, 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。

24. 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.
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。

SIGNATURE OF INDIVIDUAL GUARANTOR

個人擔保人

SIGNED, SEALED AND DELIVERED)
簽署、蓋印並送交)
As a Deed by the Guarantor)
姓名)
In the presence of:)
見證)

Signature of Guarantor 擔保人簽署

(Signature of Witness) 見證人簽署

(Name of Witness) 見證人姓名

SIGNATURE OF CORPORATE GUARANTOR

公司擔保人

Sealed with the COMMON SEAL of the)
公司的法團公章)
Guarantor and SIGNED by 公司授權人士姓名)
)

in the presence of:-)
見證人)

Signature of Authorized Persons
獲授權人士簽署

(Signature of Witness) 見證人簽署

(Name of Witness) 見證人姓名