



Minerva Holding Financial Securities Limited
贏控金融證券有限公司

Personal Continuing Guarantee Unlimited

個人持續無限額擔保書

(The Chinese translation of this guarantee is for reference only. The English version of this guarantee is the governing version and shall prevail whenever there is any discrepancy between the English version and Chinese translation)

(本擔保書所提供之中文譯本只供參考，如與英文版本有任何抵觸，須以英文版本為準)

To: Minerva Holding Financial Securities Limited 贏控金融證券有限公司

Unit 1804, 18/F, Far East Finance Centre, 16 Harcourt Road, Admiralty, Hong Kong

香港金鐘夏慤道16號遠東金融中心18樓1804室

(Hereinafter referred to as "Minerva Securities") (下稱 "贏證券")

Re / 有關 : Account Name 戶口名稱: _____

Account No(s) 戶口號碼: _____

Address 地址: _____

(Hereinafter referred to as "the Client") (下稱"客戶")

At my request and in consideration of Minerva Securities' allowing the Client to open, accepting and maintaining one or more accounts of the Client with Minerva Securities for the purchase and sale of securities of all kinds and Minerva Securities' agreeing to act as brokers if necessary for the client or as principal in certain transactions, I, the undersigned, (hereinafter referred to as "the Guarantor") do hereby unconditionally and irrevocably guarantee, undertake and agree with Minerva Securities as follows: -

應本人要求，鑒於贏證券允許、接受和維持客戶在贏證券開立一個或多個戶口用以作各種證券交易和贏證券同意如有必要以客戶的經紀或以主事人身份為客戶進行若干交易，本人以下簽署人(下稱"保證人")特此無條件及不可撤回地向贏證券作出以下保證、承諾和同意：

1. THE Guarantor shall pay to Minerva Securities on demand, and hereby guarantees the payment to Minerva Securities on demand of, all commissions, fees, expenses, purchase price, charges or loss which Minerva Securities may incur or sustain in respect of the sale or purchase of any securities and all sums of money which now are or shall hereafter become due to Minerva Securities from the Client (either alone or in conjunction with other person and whether as principal or surety) on all accounts or otherwise howsoever or which Minerva Securities may from time to time become liable to pay in respect of any other dealing or transaction on account of or for the benefit or accommodation of the Client (either alone or in conjunction as aforesaid) or which Minerva Securities may incur pursuant to the Terms and Conditions for Securities Trading and/or Account Opening Form and / or relevant Schedule(s) made between Minerva Securities and the Client (receipt of a copy whereof is hereby acknowledged) for whatsoever reason including insufficient margin or otherwise.

保證人須在贏證券要求時，而保證人特此保證在贏證券要求時，向贏證券支付贏證券在進行任何證券交易時可能合理和適當發生或蒙受的有關全部佣金、收費、支出、交易價、保證金、徵費或損失，和客戶(不論是單獨或與他人共同，還是以主事人或保證人身份)現在或隨後欠贏證券的全部到期款項。上述款項或因有關客戶的各種原因或以各種方式而產生，或贏證券為客戶(不論是客戶單獨或與他人共同的)原因、為其利益或向其提供融通而在進行任何其他買賣或交易中可能不時有責任支付，或贏證券根據由贏證券與客戶所簽訂之證券交易的條款及條件及/或開立帳戶申請表及/或相關附表(保證人在此承認已收到一份副本) 規定因任何原因(包括保證金不足或其他原因)而可能產生。

2. THE Guarantor hereby guarantees due performance and observance of all the terms, warranties, undertakings and conditions of any agreements now or hereafter existing between Minerva Securities and the Client. The Guarantor hereby agrees to continue to guarantee as aforesaid despite any alteration, amendment, change, revision or deletion to or of any term warrant undertaking and condition of any agreement whether or not such alteration, amendment, change, revision or deletion is known to or notified to the Guarantor.

保證人特此保證適當履行和遵守贏證券和客戶之間現有和隨後存在的任何協議之全部條款、保證、承諾和條件。保證人特此同意繼續對上述各項提供保證，不論任何協議的條款、保證和承諾有任何更改、修訂、變更、修改或刪除，亦不論上述更改、修訂、變更、修改或刪除是否為其所知或已通知保證人。

3. THIS guarantee shall continue in force and be a continuing guarantee (subject to such notice of determinations as is mentioned in paragraph 7 hereof) and shall also extend (to the extent that the same would not be subject to this guarantee in the absence of this provision) to any costs, charges and expenses incurred by Minerva Securities in enforcing or attempting to enforce this guarantee and any security therefor and ensuring for or otherwise in recovering or attempting to recover any moneys guaranteed hereby remaining unpaid to Minerva Securities by the Client together with interest from the date when Minerva Securities incur the relevant cost, charge or expense until the date of reimbursement thereof (both before and after any judgement) at the rate of three per cent over Minerva Securities' cost of funds or the prime lending rate of a Hong Kong licensed bank chosen by Minerva Securities from time to time, whichever is higher, compounded at monthly rests.

本保證書應繼續有效，(直至收到本保證書第7段所述的終止通知)應為一項持續保證並(在若無本條規定下述各項將不受本保證書規限情況下)延伸至贏證券在執行或試圖執行本保證或其任何擔保及確保收回或試圖收回本保證書保證的但客戶仍未支付給贏證券的任何款項合理和適當發生的任何費用、征費和支出，及贏證券發生上述費用、征費或支出之日起至償還日(包括有關裁決之前或之後)按贏證券的資金成本加年息百分之三或贏證券揀選之香港持牌銀行不時規定的貸款優惠利率加年息百分之三(以較高者為準)的利率向贏證券支付利息。此等利息按月以複利率計算。

4. WITHOUT prejudice to Minerva Securities' rights against the Client as principal debtor, the Guarantor shall as between Minerva Securities' on the one hand and the Guarantor on the other hand be deemed principal debtor in respect of the Guarantor's obligations hereunder and not merely surety and accordingly the Guarantor's liability hereunder shall not be discharged, lessened, affected or impaired by Minerva Securities' holding or taking any other or, further securities or by Minerva Securities' varying, releasing or omitting or neglecting perfect or enforce any such securities or by Minerva Securities' varying, extending or determining any credit to the Client or by Minerva Securities' renewing bills of exchange, promissory notes or other negotiable instruments or giving time for payment by granting any other indulgence to be done by Minerva Securities or by other dealing or thing (whether done or omitted in respect of the Client or any third party and including without limitation any circumstances whatsoever affecting or preventing recovery of any amounts) which, but for this provision, would or might

operate to exonerate or discharge the Guarantor from the whole or any part of the Guarantor's obligations hereunder whether or not known to Minerva Securities or the Guarantor.

在不影響贏證券對客戶作為主要債務人享有的權利的前提下，在贏證券和保證人之間，就保證人於本保證書下的責任而言，保證人應被視作主要債務人而非僅是保證人。因此，保證人在本保證書下的責任並不因下述各項而解除、減少、受到影響或損害，贏證券持有或得到任何其他或額外的擔保，或贏證券更改、解除、遺漏、忽略完善或強制執行任何上述擔保，或贏證券更改、給予或終止給予客戶的任何信用，或贏證券延續任何匯票、期票或其他流通票據，或給予付款的時間寬限或其他寬免，或其他交易或事項（不論是由第三者或客戶作出或未作出的事項，包括但不限於影響或妨礙追討款項的任何情況）。上述各項若無本條規定會解除或免除保證人在本保證書下的全部或部分義務，不論是否為贏證券或保證人所知曉。

5. AS a separate and independent stipulation, the Guarantor agrees that any sum or sums of money intended to be the subject of this guarantee (including any moneys referred to herein as being due from the Client or computed by reference to an obligation of the Client) which may not be legally recoverable from the Client whether by reason of any disability, infancy or incapacity of, or any legal limitation affecting, the Client or any other fact or circumstance and whether known to Minerva Securities or not shall nevertheless be recoverable from the Guarantor as sole or principal debtor in respect thereof and shall be paid to Minerva Securities by the Guarantor on demand.

作為一項單獨和獨立的規定，保證人同意就計劃作為本保證書主題的任何款項或總款項（包括本保證書提及的客戶拖欠的款項或根據客戶的責任計算的款項）而言，若因客戶傷殘、未成年、無行為能力或對其有影響的任何法律限制等原因或任何其他事實或情形而無法合法地向客戶追討，且不論贏證券是否知曉，贏證券均可向作為該款項的唯一或主要債務人的保證人追討，而保證人應在贏證券要求時予以支付。

6. THIS guarantee shall not be affected or determined by the death, bankruptcy, insanity or other incapacity of the Guarantor.

本保證書不因保證人的死亡、破產、神志失常或其他無行為能力而受到影響或終止。

7. THE Guarantor, if he is dead or under any incapacity, his personal or legal representatives may at any time give Minerva Securities irrevocable notice in writing to determine this guarantee with effect from a date to be specified in such notice (being not less than three months after the actual receipt by Minerva Securities of such notice) and with effect from such date this guarantee shall be determined with respect to all transactions effected after that date, but so that the Guarantor shall remain liable on the terms of this guarantee in respect of any amount of principal due to Minerva Securities from the Client at such date, together with all interest, costs, charges and expenses which may have accrued or arisen, or may subsequently accrue or arise, in respect thereof and provided also that this guarantee shall continue to be security for and to apply in respect of all further moneys due or which may become due to Minerva Securities from the Client in respect of any transaction or obligation entered into on or prior to such date of determination, including any transaction entered into after the date of such determination pursuant to an obligation which existed on or prior to such date. The giving of such a notice shall in no way affect the terms of this guarantee otherwise than on expressly mentioned in this paragraph and Minerva Securities shall be at liberty to enter into such transactions and obligations relating to the Client as Minerva Securities may think fit after receipt of any such notice.

如果保證人死亡或無行為能力，該保證人的私人或法定代表可隨時向贏證券發出不可撤銷的書面通知終止本保證書。本保證書應在通知載明的日期（不少於贏證券實際收到通知後的三個月）終止。就該日後訂立的所有交易而言，本保證書應自該日起終止。但是，就客戶於該日欠贏證券的任何本金款額及其可能累積或產生或可能隨後累積或產生的所有利息、費用、徵費和支出而言，保證人仍應按保證書的條款承擔責任，並且就客戶按該終止日或之前的任何交易或義務（包括終止日後根據該日或之前的存在的義務訂立的任何交易）拖欠贏證券的到期或成為到期的全部額外款項而言，本保證書應繼續作為該款項的擔保並適用於該款項。發出上述通知在任何情況下均不影響本段明確載明者以外的本保證書的條款。贏證券在收到任何該通知後可自由訂立贏證券認為適當的客戶有關的交易和義務。

8. THE death, winding-up, bankruptcy, insanity or other incapacity of the Client shall not affect or determine the liability of the Guarantor hereunder.

客戶的死亡、清盤、破產、神志失常或其他無行為能力均不影響或終止保證人在本保證書下的責任。

9. THIS guarantee shall continue notwithstanding the assumption by the Client of any partner or partners, any change which may from time to time take place in the person or persons constituting the Client or any other change which may from time to time take place in the constitution of the Client.

雖然客戶可與任何合夥人或多位合夥人合夥，雖然構成客戶的任何一位或多位人士可不時有任何變化或客戶的構成可不時有任何其他變化，但本保證書將繼續有效。

10. ANY dividends or other moneys received by Minerva Securities from the Client, the Guarantor or any other person or on the realisation of any security which are capable of being applied by Minerva Securities in reduction of any moneys remaining unpaid by the Client may for such time as Minerva Securities may think fit, be placed in a separate suspense account, to the credit of such person as Minerva Securities may think fit, without any intermediate obligation on Minerva Securities' part to apply the same, or any part thereof, in or towards discharge of any moneys the payment of which is guaranteed hereby, and Minerva Securities shall be entitled to take steps and proceedings against, and to prove on the bankruptcy of, the Client and the Guarantor in respect of the whole of the moneys due from the Client to Minerva Securities.

贏證券從客戶、保證人或任何其他人士處收到的或變現可用於減少客戶拖欠未付款的任何擔保後得到的任何紅利或其他款項，可由贏證券在適當時間存入一個單獨的臨時戶口，貸給贏證券認為適當的人士名下，但是贏證券並無義務將該款項或其部分用於解除本保證書保證的任何付款。贏證券有權就客戶拖欠贏證券的全部款項對客戶和保證人採取行動、提起訴訟和在客戶和保證人破產時提出證據。

11. THIS guarantee is an addition and without prejudice to and not in substitution for any other rights or security which Minerva Securities may now or in the future have or hold (including any other guarantee of the Guarantor). Minerva Securities shall be at liberty, but not bound, to resort for its own benefit to any other means of obtaining payment of any moneys remaining unpaid by the Client (including without limitation taking any steps or proceedings against the Client) at any time and in any order Minerva Securities may think fit without thereby diminishing the liability of the Guarantor, and Minerva Securities may enforce this guarantee either after resorting to any or all of the other means of obtaining payment or notwithstanding that none of the other means of obtaining payment have been resorted to, and the Guarantor shall not be entitled to any benefit from such other means of obtaining payment of any moneys received by Minerva Securities on account of the balance remaining unpaid by the Client so long as any moneys guaranteed hereby remain unpaid.

本保證是贏證券現在或將來擁有或持有的任何其他權利或擔保（包括保證人的任何其他保證）之外的額外保證，不影響亦不取代該權

利或擔保。贏證券可為自己的利益在贏證券認為適當時和按適當的順序，自由決定(但並不受約束)採取任何其他辦法(包括但並不限於對客戶採取任何行動或法律程式)取得客戶未支付的任何款項，而此舉並不減少保證人的責任。贏證券可在採取任何或全部辦法取得客戶尚未支付的任何款項之後或在未採取其他辦法情況下強制執行本保證。只要本保證書下仍有未支付給贏證券的款項，保證人就無權從贏證券針對客戶未付餘額款項通過上述辦法取得的付款中享有任何利益。

12. IF any moneys shall become payable by the Guarantor under this guarantee, then so long as any moneys guaranteed hereby remain unpaid to Minerva Securities, the Guarantor shall not seek to enforce payment of or to exercise any other right or legal remedy of any kind which may accrue howsoever to the Guarantor in respect of any amount paid under this guarantee or any other moneys for the time being due to the Guarantor from the Client and none of the persons constituting the Guarantor shall exercise any right of contribution of any other right or legal remedy of any kind which such person may acquire, against another such person, provided that, in the event of the bankruptcy or winding-up of the Client the Guarantor may after having obtained Minerva Securities' prior written consent thereto, prove therein, or enforce any security which the Guarantor may have in respect of any moneys whatsoever owing to the Guarantor by the Client and all moneys received or to be received in respect thereof shall be held in trust for Minerva Securities and applied in discharging any moneys payable by the Guarantor under this guarantee.

如果保證人在本保證書下有任何款項到期應付，只要本保證書保證的任何款項仍未支付給贏證券，就根據本保證書支付的任何款項或客戶當時拖欠保證人的任何其他款項而言，保證人不得尋求獲得強制支付該款項，亦不得行使保證人就該款項可能以任何方式累積的任何其他權利或法定補救，而構成保證人的任何人士亦不得行使任何權利，將其可能獲得的針對其他該等人士任何其他權利或法定補救予以分配。但是，如果客戶破產或清盤，保證人可在取得贏證券事先書面同意情況下對此提出證明或強制執行保證人就客戶因故拖欠其任何款項所擁有的任何擔保。保證人就此收到或將收到的全部款項應以信託形式為贏證券持有並用於支付保證人在本保證書下的任何應付款項。

13. THE Guarantor has not taken and will not take from the Client, either directly or indirectly, without Minerva Securities' consent any promissory note, bill of exchange, mortgage charge of other counter-security whether personal or involving a charge on any property whatsoever of the Client in respect of any liability of the Guarantor hereunder whereby the Guarantor or any person claiming through the Guarantor by endorsement, assignment or otherwise would or might on the bankruptcy or winding-up of the Client and to Minerva Securities' prejudice increase the proofs in such bankruptcy or winding-up or diminish the property distributable amongst the unsecured creditors of the Client and as regard any such countersecurity as aforesaid which the Guarantor may have taken or may in the future take the benefit thereof shall forthwith be transferred by the Guarantor to Minerva Securities as security for the fulfillment of the Guarantor's obligations hereunder and until so transferred, shall be held on trust for Minerva Securities absolutely subject only to the terms of this guarantee.

未經贏證券同意，保證人並未亦不會就保證人在本保證書下的任何責任直接或間接向客戶收取任何逾期票據、匯票、抵押或其他反擔保的質押，不論上述逾期票據、匯票、抵押和其他反擔保的質押與客戶個人還是與其各種財產有關。而就上述責任而言，當客戶破產或清盤時，保證人或以背書批准、轉讓或以其他方式通過保證人提出索賠要求的任何人士將會或可能會據此提出有損贏證券的增加證據或減少分配給客戶的無擔保債權人的資產。就保證人可能已經收取或於將來收取客戶的上述反擔保而言，保證人應立即將其權益轉讓給贏證券用於履行保證人在本保證書下的義務，並在轉讓之前絕對按照本保證書的條款以信託形式代為贏證券持有。

14. NO security, payment or other act which may be avoided under enactment relating to bankruptcy or liquidation AND whether or not on the ground of fraudulent preference or otherwise and no payment received by Minerva Securities which is made after the commencement of bankruptcy or liquidation of the Client or of the Guarantor and which is subsequently avoided and no cancellation of this guarantee or other release, settlement, discharge or arrangement which may have been given or made on the faith of any such security, payment or act shall prejudice or affect Minerva Securities' right to recover from the Guarantor to the full extent of this guarantee.

即使任何擔保、付款或其他行為在客戶破產或清盤時(且不論是否基於欺詐性的優惠或其他原因進行)可能無效，即使贏證券收到任何在客戶或保證人破產或清盤開始之後作出的並在隨後無效的任何付款，即使根據上述擔保、付款或行為可能已經取消本保證或作出其他解除、和解、免除或安排，上述事項均不得損害或影響贏證券在本保證書範圍內向保證人作出追討的任何權利。

15. IF the Guarantor shall fail to pay any amount due pursuant to this guarantee payable in a currency which is the same as the Client's indebtedness Minerva Securities may, at any time and from time to time prior to such default being made good, in its absolute discretion think fit and without giving prior notice thereof to the Guarantor, purchase or agree to purchase with Hong Kong Dollars up to the amount of the relevant foreign currency in the payment of which default has been made and the Guarantor's obligation hereunder shall then be an obligation to pay to Minerva Securities at Minerva Securities' offices specified above an amount in Hong Kong Dollars which, after deduction of any applicable taxes, levies, import duties, deductions or withholdings of any nature imposed of levied thereon indemnifies Minerva Securities against the cost of purchasing such foreign currency, whether or not such cost includes (or the making of such purchase involved Minerva Securities' paying) a premium over any official or other rate of exchange and including all costs, charges and expenses incurred by Minerva Securities in connection with such purchase and in borrowing (for such period or periods as Minerva Securities in its absolute discretion think fit) the Hong Kong Dollars with which such purchase was effected, such liability being in substitution for the liability to effect payment in the relevant foreign currency.

如果保證人未能以客戶欠債相同的貨幣支付本保證書下到期的任何款項，贏證券可在上述違約得到補救前的任何時間或不時按贏證券行使其絕對酌情權認為適當的方式，不須向保證人事先發出通知，以港元購買或同意購買最多達支付違約付款所需的外幣款項。而保證人在本保證書下的義務隨後則成為在上述指定辦事處向贏證券支付上述港元款項。該款項在扣除任何適用的稅項、徵費、進口關稅以及與從中作出的各種扣除或預繳之後，應足以補償贏證券購買該外幣的費用，不論上述費用是否包括(或贏證券在購買外幣時需)在官方或其他匯率以上另外支付的溢價，或是包括贏證券為購買外幣或借取港元(借款期間為贏證券行使絕對酌情權認為適當的期間)進行該購買而合理和適當發生的全部費用、徵費和支出。上述義務因此取代按有關要求以外幣進行支付的責任。

16. THE Guarantor hereby undertakes to indemnify and hold Minerva Securities harmless against any loss or damage incurred by Minerva Securities arising from default in payment by the Client or the Guarantor of any amount due to Minerva Securities and which arises or results from any variation in rates of exchange between the date of the same becoming due and the date of actual payment thereof, whether payment is made pursuant to a judgement or otherwise. This indemnity shall constitute a separate and independent obligation of the guarantor giving rise to separate and independent cause of action and shall apply irrespective of any indulgence granted by Minerva Securities from time to time and shall continue in full force and effect notwithstanding any judgement in Minerva Securities' favour.

對贏證券因客戶或保證人未能支付任何到期款項和因該款項從到期日至實際支付(不論付款是根據一項裁決還是其他規定作出)日期間的匯率變化所引起或導致的任何損失或損害，保證人特此承諾作出賠償並使贏證券免受損害。本賠償構成保證人的一項單獨

和獨立的義務，可據此單獨和獨立進行法律訴訟，不論贏證券會否隨時給予任何時間寬仍然適用，並且在已經有了有利於贏證券的裁決情況下仍然持續充分有效。

17. ANY copies of the account(s) of the Client in Minerva Securities' books of account(s) signed by one of Minerva Securities' officers duly authorised in that behalf may be adduced by Minerva Securities and shall be accepted by the Guarantor as conclusive evidence of the amount thereby appearing to remain unpaid by the Client to Minerva Securities and any payment to Minerva Securities by or on behalf of the Client on account of the Client's liability whether for principal or interest or otherwise and any acknowledgement by acquiescence in account or otherwise by or on behalf of the Client's of such liability or any judgement recovered by Minerva Securities against the Client or other person in respect thereof shall be binding and conclusive against the Guarantor according to the terms thereof.
- 贏證券帳簿中所載的任何客戶帳目的副本，經贏證券授權代表之一簽署可作為客戶拖欠贏證券未付款的證據，而保證人接受該副本所示款額為客戶未付款額之不可推翻的證據。任何就客戶的責任由客戶或代表客戶向贏證券作出的付款(不論是本金、利息或其他款項)，任何由客戶或代表客戶以默認或其他方式就客戶責任作出的確認，或任何贏證券就此針對客戶或其他人士得到的裁決均應根據有關條款對保證人具有約束力並為不可推翻的。
18. THE guarantor represents and warrants that: (i) he/she has the legal capacity to own property and assets and enter into guarantees; (ii) he/she has been advised by Minerva Securities to seek independent legal advice in relation to his/her obligations and liabilities under this guarantee and has either obtained such independent legal advice or has voluntarily waived his/her right to seek such independent legal advice and he/she fully understands the nature and extent of his/her obligations and liabilities under this guarantee, (iii) he/she has acted independently and free from any undue influence by any person, (iv) no proceedings have been commenced or threatened, and no order has been made, against the Guarantor for his/her bankruptcy or for the appointment of a receiver or similar officer to administer any or all of his/her assets, and (v) his/her obligations hereunder rank and will at all times rank at least equally and rateably in all respects with all his/her other unsecured indebtedness except for such unsecured indebtedness as would, by virtue only of the operation of law, be preferred in the event of his/her bankruptcy.
- 保證人聲明和保證：(i)保證人具合法資格擁有財產和資產以及簽署保證，(ii)保證人已得到贏證券建議就其在本保證書下的義務和責任尋求獨立法律意見，並已經取得該法律意見，或自動放棄尋求該意見的權利，並且保證人完全明白其在本保證書下的義務和責任的性質和範圍，(iii)保證人完全獨立行事不受任何人士的不當影響，(iv)無任何已經開始、威脅或作出旨在使保證人破產或對其以下任何或全部資產委任行政接管人或接管官員的任何法律程序或命令，和(v)其在本保證書下的債務責任在任何時候至少在所有方面均與其所有其他的非擔保債務責任相同及等同(但根據法律規定當其破產時應優先的其他非擔保債務除外)。
19. The foregoing representations and warranties shall remain true and correct at all times so long as this guarantee is in force or any liability under his guarantee remains outstanding as if made at each such time with reference to the facts and circumstances then subsisting.
- 只要本保證書仍然有效或本保證書下的任何責任仍未獲得履行，上述聲明和保證應始終維持真實和準確，如同每次需要時均參照當時的業務事實和情形作出一樣。
20. THIS guarantee may be enforced against the Guarantor without Minerva Securities' taking any steps or proceedings against the Client. In addition, the liability of the Guarantor hereunder shall be that of a primary obligor and not of surety only and hence the liability of the Guarantor hereunder shall not be affected by any incapacity of the Client (whether legal or otherwise) in entering into or performing its contracts with Minerva Securities.
- 本保證書可在贏證券不對客戶採取任何行動或提起任何訴訟程序情況下針對保證人強制執行。此外，保證人在本保證書下的責任應為主要責任人而非僅是擔保人的責任，且該責任不受客戶(不論是法律方面或其他方面)的無行為能力簽署或履行與贏證券訂立的合同的影響。
21. Minerva Securities is hereby authorised to hold any and/or all equities, securities and moneys in any account or accounts which the Guarantor may have with Minerva Securities as security for any loss or debit balance due or owing by the Client to Minerva Securities. Minerva Securities is further authorised from time to time, whenever Minerva Securities deems it necessary for Minerva Securities' protection to transfer any such securities or moneys to the account or accounts of the Client without notice to the Guarantor free and clear of any further claims of the Guarantor therein or thereto. Any equities or securities so held or transferred may be liquidated, hypothecated and rehypothecated in accordance with the terms of any hypothecation agreement of the Client or the Guarantor with Minerva Securities. Any demand for the performance of this guarantee the assertion or enforcement by Minerva Securities of such lien, or any such transfer or transfers of securities or moneys shall not release, or affect such lien, or release the Guarantor from his/her position as Guarantor or otherwise affect this guarantee or the liability of the Guarantor for any debit balance or loss incurred to Minerva Securities by the Client, it being the intention of this instrument that Minerva Securities shall at all times have any and all remedies herein and by law provided to protect and compensate Minerva Securities against any loss or debit balance incurred to Minerva Securities by the Client.
- 贏證券特此獲授權持有保證人在贏證券任何戶口或多個戶口中的任何及/或所有股票、證券和款項，作為保證人就客戶拖欠贏證券任何損失或借方餘額的擔保。贏證券獲進一步授權，在贏證券認為有必要保護自己時，不經通知保證人，不時將任何證券或款項轉入客戶的一個或多個戶口，而保證人不得就此提出進一步索賠要求。按上述方式持有或轉入的任何股票或證券可根據客戶或保證人與贏證券訂立的任何抵押協議條款進行清算、抵押和再抵押。贏證券就履行本保證書、主張或強制執行該抵押提出的任何要求，或上述證券或款項的轉讓均不得解除或影響該抵押，不得解除保證人作為保證人的職務或以其他方式影響本保證書或保證人就客戶拖欠贏證券的任何損失或借方餘額而承擔的責任。本文件的意圖是贏證券在任何時間均擁有本文件和法律賦予的任何和全部補救，以保護和補償贏證券因客戶原因產生的任何損失或借方餘額。
22. THE benefits of this guarantee and all rights conferred upon Minerva Securities hereby may be assigned to and enforced by any assignee and proceeded on in the same manner to all intents and purposes as if such assignee had been named herein instead of Minerva Securities. No consent shall be required from the Guarantor to any such assignment. The Guarantor may not assign or transfer all or part of his/her obligations under this guarantee.
- 本保證書的利益及其賦予贏證券的全部權利可轉讓給任何受讓人，由其予以強制執行或以適當的相同方式按其意願和目的進行處置，如同該受讓人在本保證書中獲提名取代贏證券一樣。贏證券毋須取得保證人對轉讓的同意。但保證人則不得出讓或轉讓其在本保證書之下的所有或部份義務。
23. THE Guarantor hereby consent to the use by Minerva Securities, any members of the Power Financial Holdings Limited and related companies, any of Minerva Securities' director, officer, employee, agent, contractor, service provider or representative (each a "User") of any information relating to the Guarantor and/or the transactions with Minerva Securities or any such person, for any purpose in connection with dealings or relationships with any User or otherwise in connection with the business of any User (including transfer of such information to any place

outside Hong Kong, direct marketing, comparison of our personal data for the purpose of credit checking or data verification and for the purpose of ascertaining the Guarantor's financial situation and investment objectives) and any other purpose in connection with or directly related to this Guarantee. Further, Minerva Securities shall be at liberty to disclose any such information as may be required by law or under any applicable rules or regulations or to any governmental or regulatory authority, wherever situated, upon request, whether or not such request is in fact enforceable, and shall not be liable in any way to the Guarantor for so doing.

保證人特此同意，贏證券、贏金融控股有限公司的任何成員和相關公司、贏證券任何董事、高級職員、僱員、代理人、承包商、服務供應商或代表(均稱作「使用者」)可使用有關保證人和/或保證人與贏證券或任何其他人士之間的交易有關的資料。資料可用於與任何使用者的交易或關係方面，任何使用者的業務(包括將資料傳送至香港以外的地方、用於直接促銷、比較保證人的個人資料以進行信用核實或資料核證、確定保證人的財政狀況和投資目標)方面，以及用於本保證書有關或直接相關之其他用途。此外，贏證券可按法律、適用規例或條例要求於被要求時自行披露任何該資料，或向任何政府或監管機構(不論其所在地，亦不論該要求可否被強制執行)作出披露。贏證券在如此披露資料時無須對保證人承擔任何責任。

24. NO failure on the part of Minerva Securities to exercise, and no delay on Minerva Securities' part in exercising, any right or remedy under this guarantee will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of that or any other right or remedy. The rights and remedies provided in this guarantee are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

贏證券未能或延遲行使本保證書之下的任何權利或補救並不構成其放棄該等權利或補救，而任何單一或部分行使有關權利或補救並不妨礙贏證券日後行使或進一步行使該等或其他權利或補救。本保證書所述的權利及補救是累積的，不排除任何其他的(法律上或其他的)權利或補救。

25. ANY notice or demand required to be given or made under this guarantee shall be sent by prepaid post or airmail (as appropriate), facsimile, telex or by delivering the same by hand to the respective addresses shown above or to such other addresses as shall have been notified (in accordance with this provision) to the Guarantor or Minerva Securities, as the case may be, for this purpose and any notice (save for a notice give pursuant to paragraph 7 hereof, which must be actually received by Minerva Securities) sent by post or airmail as provided in this paragraph shall be deemed to have been given 48 hours or 72 hours respectively after the time when the same was put into the post and in proving such service or delivery it shall be sufficient to prove that the notice was properly addressed, stamped and put in the post. Any notice sent by mail, facsimile or telex shall be deemed to have been given at the time of dispatch.

根據本保證書需發出或作出的任何通知和要求應以預付郵資或空郵(取適當者)、傳真、電報或專人遞送方式發往上述保證人或贏證券(視情況而定)的各自地址或為此目的通知的其他地址。本段規定的以預付郵資郵寄或空郵發出的任何通知(但根據本保證書第7段發出的通知除外，該通知必須由贏證券實際收到)應被視作分別於付郵後48小時或72小時作出，若通知已經妥善填寫地址、蓋章並付郵，則應足以證明通知已經送達和交付。以平郵、傳真或電報發出的通知應被視作在發出時已經作出。

26. IF any provision of this guarantee is prohibited or unenforceable in any jurisdiction, such prohibition or unenforceability shall not invalidate the remaining provisions hereof in that jurisdiction or affect the validity or enforceability of any provision of this guarantee in any other jurisdiction.

本保證書的任何規定如果在任何司法管轄區被禁止或不可強制執行，該禁止或不可強制執行並不使本保證書的任何其他規定在該司法管轄區內無效，亦不影響本保證書任何規定在任何其他司法管轄區的有效性或可強制執行性。

27. THIS guarantee is executed in English and the Chinese translation of it is for reference only. The English version of this guarantee is the governing version and shall prevail whenever there is any discrepancy between the English version and the Chinese translation of it.

本保證書以英文簽署，中文譯本僅供參攷。本保證書的英文本為準據文本，如果英文文本和中文譯本之間有任何抵觸，應以英文文本為準。

28. THIS guarantee shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). For Minerva Securities' benefit, the Guarantor agrees that the courts of Hong Kong have non-exclusive jurisdiction to settle any disputes in connection with this guarantee and accordingly submits to the non-exclusive jurisdiction of the Hong Kong courts. Nothing in this Clause limits Minerva Securities' right to bring proceedings against the Guarantor in connection with this guarantee in any other court of competent jurisdiction or concurrently in more than one jurisdiction.

本保證書由中華人民共和國香港特別行政區("香港")的法律管轄，並依其解釋。為了贏證券的利益，保證人同意香港法院擁有非獨家司法管轄權解決本保證書有關的任何爭議並特此服從香港法院的非獨家司法管轄。本條規定並不限制贏證券在任何其他有管轄權的法院或同時在一個以上管轄區就本保證書對保證人提起訴訟的權利。

29. UNLESS the context otherwise requires, words importing the singular number shall include the plural number, and vice versa, and words importing the masculine, feminine or neuter gender shall include the others of them.

除上文下理另有所指外，字義包括單數、複數、陽性、陰性及中性均互相通用。

DATED this _____ day of _____ 20_____

20__年____月____日

SIGNED, SEALED AND DELIVERED by: _____

由_____簽署、蓋章和交付:

x_____x

Signature 簽署

Particulars of the Guarantor 保證人資料

(the "Guarantor"), which is ("保證人"), 為

(Name of Guarantor) (保證人名稱)

an individual residing at 一個人, 現居於

ID Card / Passport Number is 香港身份證號碼 / 護照號碼為

and a telephone number of 及電話號碼為

and fax number of 及傳真號碼為

Occupation 職業: _____

WITNESS TO THE GUARANTOR'S SIGNATURE(S) 見證保證人簽字的見證人:

x_____x

Witness Signature 見證人簽字

Name 姓名:

Address 地址:

Occupation 職業: