

China Everbright Securities International Company Limited
中國光大證券國際有限公司

Everbright Securities Investment Services (HK) Limited
光大證券投資服務（香港）有限公司

Everbright Securities Digital Finance (HK) Limited
光大證券數碼金融（香港）有限公司

CES Forex (HK) Limited
光證外匯（香港）有限公司

CES Commodities (HK) Limited
光證期貨（香港）有限公司

Deed of Guarantee and Indemnity
擔保及彌償保證契約

PLEASE READ THIS AGREEMENT CAREFULLY. ITS TERMS ARE IMPORTANT.
請小心閱讀本文件，其條款很重要。

Deed of Guarantee and Indemnity 擔保及彌償保證契約

To 致： China Everbright Securities International Company Limited (“CEBSI”)
中國光大證券國際有限公司（以下簡稱「中國光證國際」）
Everbright Securities Investment Services (HK) Limited 光大證券投資服務（香港）有限公司
Everbright Securities Digital Finance (HK) Limited 光大證券數碼金融（香港）有限公司
CES Forex (HK) Limited 光證外匯（香港）有限公司
CES Commodities (HK) Limited 光證期貨（香港）有限公司
(collectively, “EBSI Group” or “you”)（以下統稱「光大證券國際集團」或「貴司」）

28/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong
香港銅鑼灣希慎道 33 號利園一期 28 樓

From: The person(s) whose name(s) and address(es) are set out in SCHEDULE I
(the “Guarantor” or “I/we” or “me/us”)

由：其名稱及地址於本契約之附表一列明之人士（以下簡稱「擔保人」或「本人 / 吾等」） 出具

1 Guarantee and Indemnity 保證及彌償保證

1.1 In consideration of you making or continuing to make loans to, giving credit or granting facilities, other financial accommodation or time to, and/or you accepting or executing any instructions, transactions or contracts (in relation to financial products, securities, commodities, futures, options, foreign exchange, bullion or otherwise and whether as principal or as agent) as you in your absolute discretion see fit, for the person(s) whose name(s) and address(es) are set out in **SCHEDULE II** (the “Client”), on the terms and conditions set out in the documents more particularly set out in **SCHEDULE III** (the “Client Documents”), I/we (and in case where there are two or more parties acting as Guarantor under this Deed, we, jointly and severally), hereby irrevocably and unconditionally: 鑒於貴司按照本契約之**附表三**中所詳列之文件（以下簡稱「**客戶文件**」）的條款與細則，在貴司以絕對酌情權認為合適的前提下向其名稱及地址載於本契約之**附表二**的人士（以下簡稱「**客戶**」）提供或持續提供貸款、給予信貸或授予融資便利、其它財務通融或期限，及 / 或貴司為客戶接受或執行任何（與金融產品、證券、大宗商品、期貨、期權、外匯交易、金條或其它有關的，無論是作為主義務人還是代理人的）指示、交易或合約，本人 / 吾等作為本契約的擔保人（若多於一位擔保人，則吾等共同及各別地）謹此不可撤銷及無條件地：

- (a) guarantee to you the due and punctual performance by the Client of any obligations of whatever nature due, owing or incurred by the Client to any member of the EBSI Group, whether present or future, actual or contingent (and whether incurred alone or jointly and whether as principal or surety or in any other capacity whatsoever) including without limitation, any obligations to pay any monies, debts or liabilities of any nature from time to time;
向貴司保證客戶及時並妥為履行其向任何光大證券國際集團的成員到期的、欠付的或由客戶承擔的任何性質的義務，不論是現存的或將來的、實有的或有的（以及不論是單獨的或與任何其他他人共同的，以及不論是作為主要義務人的或擔保人的或任何其他身分的），包括但不限於不時支付任何性質的任何款項、債務或責任的任何義務；
- (b) agree and guarantee to procure that the Client shall duly and punctually perform and observe all the obligations of the Client under the Client Documents (including without limitation, under any amendment, supplement or restatement of any of the Client Documents, or in relation to any new or increased advances or utilizations);
向貴司承諾及保證促使客戶適當及適時地履行及遵守其於客戶文件項下的所有義務（包括但不限於對任何客戶文件的任何修改、補充或重申，或關於任何新的或增加的融資或提款）；
- (c) undertake with you that if the Client does not pay any amounts due to you under or in connection with Clause 1.1(a) or 1.1(b), I/we shall forthwith on demand pay to you all amounts (whether of principal, interest, commissions, costs, fees, expenses or other monies of whatsoever nature) then payable by the

Client as though I/we instead of the Client were expressed to be the principal debtor, and not merely as surety; and

向貴司承諾如客戶未支付在本契約第 1.1(a)條或 1.1(b)條項下或與之有關的任何到期應付予貴司的款項，本人 / 吾等將應要求立即向貴司支付所有屆時客戶應付的款項（不論該等款項乃本金、利息、佣金、成本、收費、開支或其他性質的欠款），猶如本人 / 吾等代替客戶成為主要債務人，而不只是擔保人；及

- (d) as principal obligor and as a separate and independent obligation and liability from my/our obligations and liabilities under Clauses 1.1(a) to 1.1(c), agree and covenant to indemnify you, and hold you harmless, against all losses, liabilities, damages, fees, charges, costs, expenses, disbursements and/or payment of whatsoever nature (on a full indemnity basis and on demand) arising out of or in connection with: (i) any moneys not being recoverable under Clauses 1.1(a) to 1.1(c) for any reason, or (ii) any failure of the Client to perform or discharge any of its obligations or liabilities in respect of the Client Documents and /or this Deed;

作為主要義務人，作為一項本人 / 吾等在本契約第 1.1(a)條至 1.1(c)條項下所承擔的義務和責任之外的分割及獨立的義務和責任，向貴司承諾按全額彌償之基準及應要求，賠償貴司，並使貴司免受損於，源於或與下列情況有關的所有損失、責任、損害、費用、支出、成本、開銷、墊支及 / 或任何性質的付款，即 (i) 因任何原因而無法在本契約第 1.1(a)條至 1.1(c)條項下成為可收回的任何款項，或者 (ii) 客戶任何未能履行或清償其關於客戶文件及 / 或本契約之任何義務或責任。

PROVIDED ALWAYS that:

但在任何情況下：

- (i) where no amount is specified in SCHEDULE IV as a Specified Amount, the amount ultimately enforceable against me/us under this Deed shall for all intents and purposes be unlimited; but 如在附表四中沒有列明特定金額，以任何意圖或目的於本契約項下可向本人 / 吾等最終追討的金額應是無限的；但
- (ii) where there is a Specified Amount set out in SCHEDULE IV, the total liability ultimately enforceable against me/us under this Deed shall not exceed the aggregate amount being the total of the Specified Amount together with a sum equal to (1) all interest accrued or to be accrued on the Specified Amount calculated in accordance with Clause 2 of this Deed (as if the Specified Amount were regarded as an overdue amount), and (2) all costs, commissions, fees, charges and expenses and any other amount due in respect of this Deed which is not in the nature of principal, PROVIDED ALWAYS that where the total debts and liabilities owing by the Client to you exceeds the limit ultimately enforceable against me/us under this Deed, you shall be entitled at your absolute discretion to determine which part or parts of such debts and liabilities shall be guaranteed and/or demanded hereunder AND PROVIDED FURTHER that in such event, should such debts and liabilities (or any part or parts thereof) determined by you to be guaranteed and/or demanded under this Deed be paid by the Client or any third party or parties other than me/us, my/our liabilities hereunder shall not thereby be deemed, diminished or discharged and you shall be entitled to re-determine such other part or parts of the debts and liabilities then owing by the Client to be guaranteed hereunder and demanded accordingly. 如在附表四中列明了特定金額，則於本契約項下可向本人 / 吾等最終追討的總責任額應不超過特定金額與 (1) 所有按本契約第 2 條從 / 將從特定金額中累算的利息（猶如特定金額被視為逾期金額）及 (2) 所有成本、佣金、收費、費用及與本契約有關的其他非本金性質的到期款項的總和，但如客戶拖欠貴司的總債務及負債超出按本契約可向本人 / 吾等最終追討的限額，則貴司有絕對酌情權決定該等債務及負債的任何一部分或多部分是應受本契約所保證及 / 或可按本契約索求的；而且於上述情況下，如客戶或本人 / 吾等以外的第三者已支付由貴司決定作為受本契約所保證或可按本契約索求的該等債務及負債的任何一部分或多部分，本人 / 吾等在本契約項下的責任不應因而被視為已被減免或已被解除，且貴司有權重新決定客戶所欠的債務及負債的其他一部分或多部分是應受本契約所保證及 / 或可按本契約索求的。

1.2 Any amount not paid by the Client and not recoverable from me/us on the basis of a guarantee (whether because of any legal limitation, unenforceability, validity or illegality of any document, disability or incapacity on the part of the Client or yourselves or any other matter or thing whether known to yourselves or not) shall nevertheless be recoverable from me/us on the basis of an indemnity as if I/we were the sole principal debtor therefor.

就客戶沒有支付且無法基於一項保證向本人 / 吾等追討的任何款項（無論是否出於任何法律的限制、不可強制執行、任何文件的合法或非法性、客戶或貴司喪失能力或不能履行、或其他貴司知悉與否的情形或事件），應可基於彌償保證向本人 / 吾等追討，猶如本人 / 吾等乃唯一的主要債務人。

1.3 The guarantee contained in this Deed is a continuing guarantee and shall remain in full force and effect until all obligations to yourselves hereby guaranteed have been discharged in full and shall be applicable to the whole ultimate balance that may become due to you from the Client. It is in addition to and shall not prejudice nor be prejudiced by any other guarantee, indemnity or security which you may now or at any time hereafter have or hold from me/us, the Client or any other person for the due performance of the obligations of the Client under the Client Documents.

本契約中所包含的保證乃一項持續性保證並將保持十足效力及作用，直至於本契約項下對貴司之所有保證責任已被完全解除，而且本契約之保證適用於客戶欠貴司的最終總餘額。本契約中所包含之保證是添加的，並不應妨害其他現時或將來由本人 / 吾等、客戶或其他人士為保證客戶妥為履行其在客戶文件下的責任而向貴司所提供之保證、彌償或抵押品或被該等保證、彌償或抵押品所妨害。

1.4 I/We acknowledge that my/our liability under this Deed shall not be discharged or affected in any way by any of the following events or any other events which, but for this Clause, might operate to release or discharge myself/ourselves:

本人 / 吾等謹此確認本人 / 吾等在本契約項下之責任將不會因任何下述或其他事件而被以任何方式解除或受其影響，且如非因本條款則該等下述或其他事件可能解除本人 / 吾等於本契約項下的責任：

- (a) any intermediate payment or discharge of the Client's obligations to you or of any of the Guarantor's obligations hereunder;
任何中間支付或解除客戶對貴司的義務或解除擔保人在本契約項下的任何義務；
- (b) any time, indulgence, waiver or consent at any time given to the Client and/or any other person;
向任何時間對客戶及 / 或任何其他人士給予的緩期、寬限、豁免或同意；
- (c) any amendment, novation, supplement, extension, restatement, variation (however fundamental and whether or not more onerous), replacement, increase or addition to or of any Client Document or any other document or security (collectively "**Document Amendment**"), including (but not limited to):
任何修改、約務更替、補充、展期、重述、變更（無論如何根本性及是否變得更繁苛）、更換、增加或增填任何客戶文件或任何其他文件或擔保（以下統稱「**文件修正**」），包括（但不限於）下列：
 - (i) any change in the purpose of any such Client Document or other document or security; or
任何該等客戶文件或其他文件或抵押品用途的任何變動；或
 - (ii) any extension of or any increase or decrease in any facility or liability, or the addition or creation of any new facility or liability, under any such Client Document or other document or security;
任何客戶文件或任何其他文件或抵押品項下的對任何信貸或責任的任何延長期限、增加或減少、新增或設立任何新的融資安排或責任；
- (d) the making or the absence of any demand on the Client and/or any other person for payment;
對客戶及 / 或任何其他人士作出或未有作出任何付款的索求；
- (e) the release of any person under the terms of any composition or arrangement with any creditor of the Client;
根據與客戶的任何債權人達成的任何和解或安排的條款釋放任何人士；
- (f) the enforcement or absence of enforcement of claims for or the release of any security or other guarantee for the obligations hereby guaranteed;
強制執行或未有強制執行對本契約項下保證責任的索賠或免除為本契約項下所保證的義務而提供的任何抵押品或其他保證；
- (g) the death, bankruptcy, incapacity, liquidation, dissolution, amalgamation, reconstruction or reorganization of the Client and/or myself/ourselves;
客戶及 / 或本人 / 吾等的死亡、破產、喪失能力、清盤、解散、合併、重整或重組；
- (h) the illegality, invalidity or unenforceability of or any defect in any provision(s) of the Client Documents or any obligation of the Client thereunder;
客戶文件中的任何條款或客戶文件中客戶的任何義務成為非法、無效或不能執行或存在任何缺陷；

- (i) the retirement or death of any partner or the introduction of any further partner or any other change in the name, style, constitution or composition of the Client and/or myself/ourselves; or
客戶及 / 或本人 / 吾等的任何合夥人退出或死亡或加入新合夥人或在名稱、形式、構成或組成上有任何改變；
或
- (j) any other act, omission, matter or circumstance whereby, but for this provision, the Guarantor would or might be discharged (in whole or in part) from the liability under this Deed.
如非有本條款存在，將使擔保人（全部或部分）免除本契約項下的責任的任何其他作為、不作為、事項或情況。

1.5 You shall be entitled to deal separately with any one or more of us on any matter and at liberty without my/our notice or consent, to release or discharge any one or more of us from his/her/their obligations and/or liabilities under this Deed or any part thereof, to compound with or otherwise vary or agree to vary the liability of, or to grant time, indulgence, waiver or accommodation to, or to accept or enter into any settlement with, or make any other arrangements with, any one or more of us, without prejudicing or affecting your rights, powers and remedies against any other(s) of us and without discharging, releasing or affecting the liabilities and obligations of the other or others of us.

貴司毋須本人 / 吾等知悉或同意，而有權獨立地與任何一位或多位擔保人處置任何事項，自行決定免除或解除任何一位或多位擔保人在本契約下的義務及 / 或責任或其任何部分，私下和解或以其他方式變更或同意變更其責任，或給予緩期、寬限、豁免或通融，或接受或同意與其進行任何妥協或與其作出任何其他安排，但不妨害或影響貴司對其他擔保人行使貴司所享有的權利、權力或救濟，及不解除、免除或影響吾等的其他一方或多方的責任和義務。

1.6 Further, no failure to exercise or enforce nor any delay on your part in exercising or enforcing any right, privilege, power or remedy provided in this Deed or by law or otherwise shall operate as a waiver thereof nor shall any single or partial exercise of any such right, privilege, power or remedy preclude any further or other exercise or enforcement of such right, privilege, power or remedy or the exercise of any other right, privilege, power or remedy. The rights, privileges, powers and remedies herein provided are cumulative and in addition to and are not exclusive of any right, privileges, power and remedies provided by law or other documents held by you.

再者，對於貴司不行使或不執行或延遲行使本契約或法律或其他方式所提供的任何權利、特權、權力或救濟，不得被視為放棄該等權利、特權、權力或救濟。對該等權利、特權、權力或救濟的單一或部分行使並不排除對該等權利、特權、權力或救濟的進一步行使或執行或對其他權利、特權、權力或救濟的行使。本契約項下的權利、特權、權力及救濟是累積的，且添加於及不排除其他法律或其他文件給予貴司的任何權利、特權、權力及救濟。

1.7 Without limiting the scope or effect of Clause 1.4(c), or of any other provision of this Deed, I/we hereby acknowledge and agree that:

在不局限第 1.4(c) 條或本契約的任何其他條款的範圍及效力的前提下，本人/吾等謹此確認及同意：

- (a) any Document Amendment referred to in Clause 1.4(c) may be entered into or effected with or without my/our prior consent, irrespective of whether the Document Amendment increases or decreases my/our obligations or liability under this Deed; and
第 1.4(c) 條中提及的任何文件修正可能會在或未經本人 / 吾等事先同意的情況下訂立或生效，不論文件修正是增加還是減少本人 / 吾等在本契約下的義務或責任；及
- (b) If you notify me/us of a Document Amendment and within 7 days after the date of that notice you do not receive a written objection from me/us, you may regard me/us as having agreed to this Deed applying to any liability arising under such Document Amendment, irrespective of whether such Document Amendment increases or decreases my/our obligations or liability under this Deed.
倘若貴司就一份文件修正通知本人 / 吾等，並且在通知日期後的 7 天內貴司沒有收到本人 / 吾等的書面異議，則貴司可以將本人 / 吾等視為已同意本契約適用於該文件修正所產生的任何責任，不論該文件修正是增加還是減少本人 / 吾等在本契約下的義務或責任

1.8 I/We may terminate this Deed at any time by giving you notice (“**Termination Notice**”) and specifying in the Termination Notice the termination date (“**Termination Date**”). The Termination Date must be a date that is not sooner than 3 calendar months after you receive the Termination Notice. Notwithstanding any Termination Notice given under this clause 1.8, my/our obligations and liability under this Deed shall continue in full force and effect in relation to all obligations and liabilities which:

本人 / 吾等可以隨時通過向貴司發出通知（「**終止通知**」）並在終止通知中指明終止日期（「**終止日期**」）的方式終

止本契約。終止日期必須是不早於在貴司收到終止通知後 3 個日曆月的日期。儘管根據本第 1.8 條發出了任何終止通知，本人 / 吾等在本契約下的義務和責任應繼續對所有下列義務和責任而言具有十足效力及作用：

- (a) have become due on or before the Termination Date; or
已於終止日期或之前到期的義務和責任；或
- (b) may have been incurred, or become due or owing, by the Client to you pursuant to any transaction, dealing, commitment or other engagement entered into or effected either:
根據在下列任一時間訂立或生效的任何買賣、交易、承諾或其他約定，已由客戶產生或應付或欠付予貴司的義務和責任：
 - (i) prior to the Termination Date; or
於終止日期前訂立或生效的；或
 - (ii) on or after the Termination Date pursuant to any commitment, expressed or implied, assumed or undertaken by you to the Client prior to the Termination Date.
於終止日期或之後，且根據於終止日期前由貴司向客戶作出或承擔的任何明示或默示的承諾而訂立或生效的。

2 Interest 利息

- 2.1 If I/we fail to pay you any amount that you have demanded under this Deed, I/we must pay you interest on the overdue amount from (and including) the date of demand to the date of actual payment (and if a judgment has been obtained, on all dates before, on and after the judgment).
如本人 / 吾等根據本契約未能支付貴司要求的任何款項，本人 / 吾等必須從要求日到實際支付日支付貴司逾期金額的利息（及如已獲判決，包括判決之前、當日及之後）。
- 2.2 Interest under Clause 2.1 shall accrue daily on an overdue amount and is calculated on the actual days elapsed and a year of 365 days or such other basis as may be determined by you in your absolute discretion. The rate of interest applying to each daily balance shall be the Default Interest Rate (as defined in the Client Documents) or if no such rate is specified, then such other rate per annum that may be applied under the Client Documents against overdue amounts that are in default.
第 2.1 條逾期款項的利息按日累積，並按實際經過的日數和每年 365 日或貴司絕對酌情決定的其他基準計算。適用於每日餘額的利率應為違約息率（如客戶文件中所定義）或者如果沒有該等指定利率，那麼在客戶文件下可以適用的與逾期違約金額相對應的其他年利率。
- 2.3 Any interest which is not paid at the end of the last day of the month shall be capitalized on that day or such other date as determined by you in your absolute discretion and shall be treated as part of the principal amount outstanding on which interest under this Clause 2 shall be payable.
任何利息於該月的最後一天到期時仍未支付者應在當日或貴司絕對酌情決定的其他日期滾本，並被視為結欠的本金的一部分及按此第 2 條計算及支付利息。

3 Payment 支付

- 3.1 Any statement of account of the Client signed as correct by any of your duly authorized officers shall be binding on me/us and conclusive evidence in any legal proceedings against myself/ourselves of the indebtedness of the Client to you in all courts of law and elsewhere.
由貴司的任何適當授權人員簽署核准的任何客戶賬戶的結單對於本人 / 吾等具約束力，且在任何法院及其他地方進行的針對本人 / 吾等就客戶所欠貴司債務的法律程序均是終局性的證據；
- 3.2 If any sum due from the Client or me/us to you under the Client Documents or this Deed, or under any order or judgment relating to the Client Documents or this Deed has to be converted from the currency in which the Client Documents or this Deed provided for the sum to be paid (the “**contractual currency**”) into another currency (the “**payment currency**”) as you consider necessary or desirable for the purpose of:
如客戶及 / 或本人 / 吾等根據客戶文件或本契約或任何有關客戶文件或本契約的判決或判令所欠的任何款項需要自客戶文件或本契約規定該等款項應予支付的貨幣（以下簡稱「**合約貨幣**」）兌換為貴司認為有需要或適當的另一種貨幣（以下簡稱「**付款貨幣**」）以作以下用途：

- (a) making or lodging any claim or proof against the Client or (as the case may be) me/us, whether in bankruptcy or otherwise; or
在破產程序或其他情況下，作出或提出對客戶或（視情況而定）本人 / 吾等索償或作為對客戶或（視情況而定）本人 / 吾等索償的證明；或
- (b) obtaining an order or judgment from any court or other tribunal; or
為獲取任何法庭或其他審裁機構的判令或判決；或
- (c) enforcing any such order or judgment,
執行任何該等判令或判決，

then, I/we shall indemnify you against the loss (including but not limited to all costs charges and expenses) arising when the amount of the payment actually received by you is converted into the contractual currency at the rate at which you are able at the opening of business (Hong Kong time) on the business day after you have received the relevant sum to purchase the contractual currency with the payment currency. This Clause creates a separate liability on my/our part which is distinct from my/our other liabilities under this Deed and which shall not be merged in any judgment or order relating to those other liabilities. I/We acknowledge that you shall have a further separate cause of action against me/us and shall be entitled to enforce the security hereby created to recover the amount of the loss.

本人 / 吾等應向貴司彌償將實際收到的付款兌換為合約貨幣時所遭受的任何損失（包括但不限於所有費用、收費及支出），兌換匯率以貴司在收到付款後的下一個工作日開始時（以香港時間為準）貴司可以相關的款項以付款貨幣購買合約貨幣時的匯率計算。本條款為另行加諸於本人 / 吾等的一項分割的責任，且獨立於本人 / 吾等在本契約下的其他責任，而且不應與關於其他責任的任何判決或判令合併。本人 / 吾等確認貴司應當有針對本人 / 吾等的另一獨立的訴訟因由及有權執行本契約下的擔保以討回該等損失。

3.3 All sums payable by me/us to you under this Deed shall be paid (except to the extent required by law in each case):
所有本人 / 吾等根據本契約應向貴司支付的款項應以下列方式支付（除非法律另有規定）：

- (a) in immediately available funds;
以可立即動用的資金；
- (b) to such bank account(s) as you may designate;
付予貴司指定之銀行賬戶；
- (c) free of any set-off, cross-claim, restriction or condition;
不附帶任何的抵銷、反索償、限制或條件；
- (d) free and clear of and without any deduction or withholding on account of any taxes; and
不得扣減或預扣任何稅款；及
- (e) without deduction or withholding on account of any other amount, whether by way of set-off or otherwise.
不得扣減或預扣任何其他款項，無論是否以抵銷或其他形式。

3.4 If I/we am/are required by law to make any deduction or withholding on account of any tax or other amount from any sum payable by me/us to you under this Deed then the sum so payable to you shall be increased to the extent necessary to ensure that, after the relevant deduction or withholding, you receive on the due date and are entitled to unconditionally retain (free from any liability in respect of any such deduction or withholding) a net sum equal to the full amount you would have received and so retained had no such deduction or withholding been required or made.

如根據法律要求，本人 / 吾等須從本契約項下應向貴司支付的款項中扣減或預扣任何稅款或其他款項，則應向貴司支付的款項數額應相應增加，增加後的數額在作出相應的扣減或預扣後，貴司在到期日有權無條件保留（無須進行任何扣減或預扣）的淨數額應等於該扣減或預扣不需作出時貴司可收取及保留的全部款項。

3.5 All amounts received or recovered by you in the exercise of your rights under this Deed shall be applied towards the satisfaction of the guaranteed indebtedness and/or the amounts due and payable under or in connection with this Deed in the order as you may determine.

所有貴司在行使本契約項下的權利時收到或收回的款額，應當根據貴司認為的次序清償擔保債務，及 / 或清償在本契約項下或有關本契約的到期應付的款額。

4 Enforcement 執行

- 4.1 You may enforce this Deed notwithstanding that you may have any outstanding right, power or remedy against the Client or any other person.
無論貴司是否對客戶或任何其他人士仍有任何尚未行使的權利、權力或救濟，貴司皆可執行本契約。
- 4.2 You shall not be obliged before taking steps to enforce any of your rights and remedies under this Deed:
在採取措施執行貴司在本契約項下的任何權利和救濟之前，貴司無義務：
- (a) to take any action or obtain judgment in any court against me/us or any other person;
針對本人 / 吾等或任何其他人士採取任何行動或在任何法院取得判決；
 - (b) to make or file any claim in a bankruptcy, liquidation, administration or insolvency of me/us or any other person; or
針對本人 / 吾等或任何其他人士提出或呈遞任何破產、清盤、破產遺產管理或無償債能力的申索；或
 - (c) to make demand, enforce or seek to enforce any claim, right or remedy against me/us to any other person.
向本人吾等或任何其他人士提出要求、執行或尋求執行任何申索、權利或救濟。
- 4.3 I/We hereby agree that no time for limitation of liability in respect of this Deed shall begin to run in favor of myself/ourselves unless and until you shall have made demand on me/us, and if more than one demand is made, then only from the date and to the extent of each demand respectively.
本人 / 吾等同意除非及直至貴司向本人 / 吾等作出索求，否則本契約項下本人 / 吾等的任何責任的時限不會開始計算，及如作出超過一次索求，則責任的時限應由每次索求的日期起分別計算。

5 Waiver of Guarantor(s) 擔保人的放棄

- 5.1 Until all the monies, obligations and liabilities referred to in Clause 1.1 have been paid, discharged and satisfied in full (which expression shall not include payment of a dividend in liquidation, bankruptcy, winding up or similar proceedings of less than one hundred per cent. (100%)), I/we hereby waive all rights of subrogation, contribution, indemnity, assignment, set-off and/or counterclaim (whether statutory, in law or in equity or howsoever) in relation to any sum or sums paid under this Deed and agree not to demand or accept repayment in whole or in part of any monies, obligations or liabilities then or thereafter due to me/us from the Client, or to demand or accept any security in respect thereof, or to assign the same or charge the same as security, or to take any step to enforce any right against the Client, or to claim or prove in competition with you in the bankruptcy, liquidation, winding-up, or insolvency of, or have the benefit of any share in any payment or composition from, the Client, any co-guarantor, or any other person, or in any other guarantee or security now or hereafter held by you PROVIDED that I/we shall if required by you claim or prove in respect of any of the matters referred to in this Clause and will hold the benefit of such claim or proof on trust and to pay all money received in respect thereof to you forthwith on demand.
除非第 1.1 條所述之全部款項、義務及責任已獲全部支付、清償及履行（此表述不包括在清盤、破產或其他類似程序中少於百分之百（100%）的股息支付），本人 / 吾等在此放棄任何本契約項下須付 / 已付款項的代位權、分擔權、獲得彌償的權利、轉讓權、抵銷權及 / 或反申索權（不論是根據法律、普通法、衡平法或其他的權利），並同意不會對客戶現時或將來拖欠本人 / 吾等的任何款項、責任及義務作出申索或接受全部或部分的還款，或索求或接受任何抵押品，或將其轉讓或設置抵押，或採取任何措施執行對客戶所享有之權利，或在客戶、任何共同擔保人或其他人士破產、清盤或無力償還時，聲稱對該等人士的任何付款的任何部分享有利益或對貴司所持有之任何擔保及抵押品進行索償或提出與貴司相競爭的申索，除非貴司要求本人 / 吾等對本條款中所述之事項進行索償或申索，並代貴司以信託形式持有該等索償或申索所得之利益及在收到通知後立即將所有收取之款項支付予貴司。
- 5.2 I/We hereby waive any right to require a proceeding first against the Client or any other person and/or the realization first of any security.
本人 / 吾等在此放棄任何要求首先向客戶或其他人士提起訴訟程序及 / 或首先將任何抵押品執行變現的權利。

6 Suspense Account 暫記賬戶

- 6.1 Any money received by virtue of or in connection with this Deed may be placed to the credit of a separate or suspense account with a view to preserving your rights to prove for the whole of your claims against the Client, or

any other person liable, in the event of any proceedings in or analogous to bankruptcy, liquidation, winding-up, insolvency, composition or arrangement. If you do not do this you will nevertheless be treated and deemed as having done so.

任何根據本契約所收取之款項可被貸記於一獨立或暫記賬戶，以保留貴司在任何破產、倒閉、清盤、無力償還、合併或安排或其他類似程序中對客戶或其他須負責人士索償的權利。如貴司未作出此種安排，則應視為貴司已做出此種安排。

- 6.2 Any money received by virtue of or in connection with this Deed which is placed to the credit of a separate or suspense account pursuant to Clause 6.1 may be kept to the credit of such account for so long and in such name as you may determine at your absolute discretion, without any obligation on your part, to apply the same, or any part thereof, in or towards the payment, discharge or satisfaction of any of the monies, obligations or liabilities hereby guaranteed, and you shall be entitled to prove against myself/ourselves as if any amounts standing to the credit of such account have not been received.

任何根據本契約所收取並根據第 6.1 條貸記於一獨立或暫記賬戶中的款項可由貴司以絕對酌情權決定保存之期限及以何名義保存，且貴司有權但並無此種義務，將該等款項之全部或部分用於支付、償還或履行於此保證之任何款項、義務或責任，並且貴司有權向本人/吾等申索，猶如貴司尚未收取貸記於該等賬戶的款項。

7 Consolidation of Accounts 合併賬戶

- 7.1 I/We hereby agree that you may, at any time without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of my/our then existing accounts (whether deposit, loan or of any other nature whatsoever, and whether subject to notice or not), and set-off or transfer any sum standing to the credit of any one or more of such accounts wheresoever situate in or towards satisfaction of any of my/our liabilities to you under this Deed or on any other account, or in any other respect whatsoever, whether such liabilities be present or future, actual or contingent, primary or collateral, and several or joint.

本人 / 吾等謹此同意，貴司可在任何時間且無須事先通知的情況下，無論是否存在任何賬戶的清算或其他任何情況，將本人 / 吾等的全部及任何屆時現存賬戶（無論是存款、貸款或任何其他性質，無論是否受制於通知的要求）合併及綜合，及抵銷或轉存任何一或多個該等賬戶中之餘額，以履行本人 / 吾等根據本契約或其他賬戶或在其他任何方面應向貴司履行之責任，無論該等責任是現存的或將來的、實有的或或有的、主要或附屬及各別或共同的。

8 Release and Discharge 免除或解除

- 8.1 Any release, discharge or settlement between you and myself/ourselves (including the return of this Deed) shall be conditional upon no security, disposition or payment to you by the Client, me/us, or any other person, being avoided or reduced pursuant to any provisions or enactments relating to bankruptcy, liquidation, winding-up, insolvency or such other similar proceedings, and if such condition shall not be fulfilled, you shall be entitled at any time to enforce this Deed subsequently as if such release, discharge or settlement had not occurred.

任何本人 / 吾等與貴司之間的解除、履行或和解（包括本契約的退還）的前提條件是客戶、本人 / 吾等或其他任何人士對貴司的抵押品、產權處置或付款沒有因為任何有關破產、清盤、無力償債或其他相關程序的規定或法例而成為無效或減少。若未能符合該前提條件，則貴司有權在其後執行本契約，猶如該等解除、履行或和解並未發生。

- 8.2 If any monies paid to you in reduction of the monies, obligations and liabilities hereby guaranteed have to be repaid by you on the ground of fraudulent preference or on any other grounds, my/our liability shall be computed as if such monies had never been paid to you at all.

如基於欺詐優惠或任何其他原因，貴司須退還已支付予貴司的、用於扣減所保證之款項、責任及義務的付款，則本人 / 吾等的責任應猶如該等款項從未支付予貴司計算。

9 Warranties, Representations and Undertakings 保證、陳述及承諾

- 9.1 I/We hereby warrant that I/we have not taken and undertake that I/we shall not, without your prior written consent, take any security (which for the purposes of this Clause includes any promissory note, cheque or bill of exchange) from the Client for or in respect of this Deed.

本人 / 吾等謹此保證本人 / 吾等並未自客戶取得任何有關本契約的抵押品，並承諾除非得到貴司的事先書面許可，否則本人 / 吾等將不會從客戶取得任何有關本契約的抵押品（就本條款而言，包括任何承付票據、支票或匯票）。

- 9.2 I/we hereby warrant, represent and undertake (such warranties, representations and undertakings to continue so long as this Deed remains subsisting) to you that:

本人 / 吾等謹此向貴司保證、陳述及承諾（該等保證、陳述及承諾於本契約存續期間繼續有效）：

- (a) I/we have the power to execute, enter into, exercise my/our rights and perform and comply with my/our obligations under this Deed;
本人 / 吾等有權簽署及訂立本契約，並行使本人 / 吾等在本契約項下之權利及履行和遵守本人 / 吾等於本契約項下之義務；
- (b) my/our entry into and/or performance of and compliance with my/our obligations under this Deed do not and will not violate:
本人 / 吾等簽訂及履行本契約和遵守本人 / 吾等在本契約項下之義務在現時及將來皆不會違反：
- (i) any law or directive or rule to which I/we am/are subject (where applicable, including but not limited to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited from time to time); or
對本人 / 吾等適用之任何法律或指引或規定（如適用，包括但不限於適時的香港聯合交易所有限公司證券上市規則）；或
- (ii) any agreement to which I/we am/are a party or which is binding on me/us or my/our assets, do not and will not result in the existence of, or oblige me/us to create, any encumbrance over those assets;
任何本人 / 吾等作為一方當事人或對本人 / 吾等或本人 / 吾等之財產有約束力之協議，並於現時及將來皆不會引致在該等財產上存在或使本人 / 吾等有義務在該等財產上設置任何產權負擔；
- (c) this Deed and my/our obligations hereunder are valid, binding and enforceable;
本契約及本人 / 吾等在本契約項下之責任有效、有約束力及可執行；
- (d) all actions, conditions and things required by the laws of Hong Kong and (where applicable) the laws of the place of our incorporation to be taken, fulfilled and done in order to:
所有香港法律及（如適用）吾等註冊地之法律所要求之行為、條件及事件，以：
- (i) enable me/us lawfully to enter into, exercise my/our rights under and perform and comply with my/our obligations under this Deed;
賦予本人 / 吾等能力合法簽署本契約，並行使本人 / 吾等在本契約項下之權利及履行和遵守本人 / 吾等在本契約項下之義務；
- (ii) ensure that those obligations are legal, valid and enforceable; and
確保本人 / 吾等在本契約項下之義務為合法、有效及可執行；及
- (iii) make this Deed admissible in evidence in Hong Kong and (where applicable) our place of incorporation have been done, fulfilled and performed in strict compliance with the laws of Hong Kong and (where applicable) our place of incorporation;
使得本契約根據香港法律或(如適用)吾等註冊地法律成為可獲接納的證據，已根據香港法律或（如適用）吾等註冊地法律予以嚴格完成、履行及執行；
- (e) no litigation, arbitration or administrative proceeding is current or pending or threatened:
不存在正在進行、可能進行或威脅進行的訴訟、仲裁或行政程序，而該等訴訟、仲裁或行政程序：
- (i) to restrain my/our entering into, the exercise of my/our rights under and/or the performance or enforcement of or compliance with my/our obligations under this Deed; or
限制本人 / 吾等簽署本契約、行使本人 / 吾等在本契約項下之權利及履行、執行和遵守本人 / 吾等在本契約項下之義務；或
- (ii) which has or could have a material adverse effect on me/us or my/our financial condition;
對本人 / 吾等或本人 / 吾等之財政狀況可能產生重大不利影響；
- (f) I/we am/are not in material breach or default under any agreement to which I/we am/are a party;
本人 / 吾等並未重大地違反或不遵從任何本人/吾等作為一方當事人的協議；
- (g) no encumbrance exists over all or any of my/our undertaking or my/our present or future revenues or assets and neither the execution or delivery of this Deed nor the performance of and compliance with

my/our obligations in and the conditions contained in this Deed will result in the creation of or oblige me/us to create any encumbrance;

全部及任何本人 / 吾等的業務或本人 / 吾等現時或將來之收入或資產均沒有設置任何的產權負擔，本人 / 吾等簽署及交付本契約、履行和遵守本人 / 吾等在本契約下之義務亦不會設置或使本人 / 吾等有責任設置任何產權負擔；

- (h) my/our obligations under this Deed rank and will continue to rank at least pari passu in all respects with all my/our other present and future unsecured and non-subordinated loans, debts, guarantees or other obligations;
本人 / 吾等在本契約項下之義務在所有方面皆與其他現時及將來的無擔保及非後償貸款、債務、保證或其他責任至少享有並將繼續至少享有同等權利；
- (i) I/we have read and fully understood the contents of this Deed and understand the implications of this Deed (including the liability and/or obligation on my/our part under this Deed). I/We confirm that I/we am/are acting on my/our own free will in executing this Deed and am/are at no time subject to any undue influence, coercion or duress from any person;
本人 / 吾等已閱讀及完全理解本契約的內容，且明白本契約的含義（包括本人 / 吾等在本契約下的責任及 / 或義務）。本人 / 吾等確認本人 / 吾等自願簽署本契約，且並沒有在任何時間受到任何人的不當影響、強迫或威脅。
- (j) I/we have obtained and shall maintain in full force, validity and effect any and all governmental and other approvals, authorities, licenses, permission and/or consents required in connection with this Deed, and to do or cause to be done all other acts and things necessary for the performance of all my/our obligations pursuant to this Deed;
本人 / 吾等已獲取及需維持與本契約有關的及用以作出或安排作出所有其他為履行本人 / 吾等在本契約項下的義務而必須的行為的所有政府或其他批准、授權、執照、許可及同意的十足效力、有效性及作用，並作出及促使作出履行於本契約項下本人 / 吾等義務所需的其他行為和事項；
- (k) I/we shall pay all stamp, documentary, registration or similar duties, taxes, fees and/or charges in connection with this Deed, whether in Hong Kong or in any other jurisdiction or territory, and shall on demand indemnify you against any liability arising from any delay or omission by me/us to pay any such duties, taxes, fees and/or charges;
本人 / 吾等須支付所有有關本契約在香港或任何其他司法管轄區或地區的印花稅、登記稅或類似稅項、費用及 / 或收費，且須在貴司的要求下賠償貴司所有因本人 / 吾等延遲或未有支付任何該等稅項、費用及 / 或收費而承受之任何責任；
- (l) I/we are able to pay all my/our debts as and when they fall due;
本人 / 吾等有能能力支付其全部到期的債務；
- (m) where there is more than one Client, the invalidity, illegality or unenforceability of any liability or obligation on my/our part in respect of one or more Client(s) shall not in any way affect the validity, legality or enforceability of any liability or obligation on my/our part under this Deed in respect of the other Client(s); and
在多於一個客戶的情況下，任何本人 / 吾等有關一個或多個客戶的責任或義務如失去效力、成為不合法或不能執行不會在任何方面影響本人 / 吾等就有關其他客戶的責任或義務的有效性、合法性及可執行性；及
- (n) I/we confirm that, to the best of my/our knowledge and after making reasonable and proper enquiries, as of the date of signing this Deed, that (i) I/we and my/our respective ultimate beneficial owners (together, the “**Relevant Persons**”) are third parties independent of Everbright Securities Company Limited 光大證券股份有限公司 (Hong Kong Stock Exchange code: 6178; Shanghai Stock Exchange code: 601788) (the “**EB ListCo**”); and (ii) none of the Relevant Persons is a Connected Person (as defined under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited) of the EB ListCo.
盡本人 / 吾等所知以及經本人 / 吾等作出合理和恰當的查詢後，本人 / 吾等確認於簽署本契約的日期時，(i) 本人 / 吾等以及本人 / 吾等的各自最終實益擁有人（合稱「**有關人士**」）為光大證券股份有限公司（Everbright Securities Company Limited）（香港交易所股票代號：6178；上海證券交易所證券代碼：601788）（「**光大上市公司**」）的獨立第三方；及 (ii) 有關人士並非光大上市公司的關連人士（其定義載於香港聯合交易所有限公司證券上市規則）。

- 9.3 I/We undertake to and with you that for so long as any sum remains payable under the Client Documents:
本人 / 吾等向貴司承諾如根據客戶文件仍有任何款項應付予貴司:
- (a) I/we shall promptly advise you on becoming aware of the occurrence of any factor having a material adverse effect which may inhibit the Client or me/us in the performance of the respective obligations of the Client or me/us under the Client Documents or this Deed;
當本人 / 吾等知悉任何可能產生重大不利影響的因素出現，從而可能限制客戶或本人 / 吾等履行客戶文件或本契約之責任，則本人 / 吾等將會立即通知貴司;
 - (b) I/we shall not do any act or thing which may in any way (in your opinion) delay or prejudice your rights under this Deed;
本人 / 吾等不會做出或引起任何（貴司認為）可能會延遲或損害貴司在本契約項下的權利的行為或事件;
 - (c) I/we shall procure that the Client complies with its obligations under the Client Documents; and
本人 / 吾等需促使客戶遵守其於客戶文件項下之責任; 及
 - (d) I/we shall procure that sufficient funds are available to the Client to enable it punctually to comply with all of its obligations under the Client Documents and shall for such purpose, if the same shall be necessary, procure that a loan or loans be made promptly to the Client on your instructions on an unsecured basis and in a manner complying with the terms of the Client Documents.
本人 / 吾等將促使客戶有充足的可使用資金以使其能夠適時地遵守其於客戶文件項下之責任，且為此目的，在必要時按照貴司指示，使客戶以符合客戶文件的條款的方式及時獲提供無抵押貸款。
- 9.4 I/We shall:-
本人/吾等應當:
- (a) forthwith provide to you any financial and/or other information which you may from time to time request in relation to me/us;
即時向貴司提供貴司不時要求的有關本人 / 吾等的財務及 / 或其他資料;
 - (b) promptly inform you as soon as any legal proceedings, arbitration or administrative action involving me/us has been commenced, or as soon as it becomes likely that any such proceedings, arbitration or administrative action will be commenced, if the same would, if adversely determined, be likely to have a material adverse effect on my/our financial position or prospects;
立即通知貴司任何涉及本人 / 吾等的訴訟程序、仲裁或行政行動的啟動、或該等訴訟程序、仲裁或行政行動可能會開始，如其作出不利的裁定則可能對本人 / 吾等的財務狀況及前景產生重大不利影響;
 - (c) (where applicable) remain the legal holder and direct beneficial owner of those shares of the Client presently held and owned by me/us, free from all encumbrances; and
對於現時由本人 / 吾等持有及擁有客戶的股票（如適用），本人 / 吾等將維持作為法定持有人及直接實益擁有人，並不附帶任何產權負擔; 及
 - (d) if it becomes necessary or advisable to obtain a consent from any governmental or official authority in Hong Kong in order for me/us to be able to make any payment for which I/we have or might later become liable under this Deed or to maintain this Deed in force, I/we shall:
如需要獲得任何香港政府或官方機構的許可，以使得本人 / 吾等可支付根據本契約現時或將來應支付的款項，或保持本契約有效，本人 / 吾等應當:
 - (i) immediately inform you; and
立即通知貴司; 及
 - (ii) use my/our best endeavours to obtain the consent promptly and to keep it in force.
盡本人 / 吾等的最大努力迅速地取得有關許可，並保持其有效。
- 9.5 If this Deed is given by a company or other body corporate, we hereby confirm and warrant that the Client is not a director of the Guarantor or of its holding company (if any) nor do any one or more of the directors of the Guarantor hold (jointly or severally or directly or indirectly) a controlling interest in the Client.
如本契約由一公司或企業簽署，吾等在此確認及保證客戶並非擔保人或其控股公司（如有）之董事，且擔保人之一位或多位董事（單獨或聯合、直接或間接）亦無持有客戶之控制性股權。

- 9.6 I/We hereby represent and warrant that:
本人 / 吾等在此陳述及保證:
- (a) I/we am/are fully familiar with and agree to all the provisions of the Client Documents; and
本人 / 吾等已全面了解並同意客戶文件的所有條款; 及
- (b) I/we have read and understood the provisions of this Deed and have taken independent legal advice as to the effect hereof and, in particular, I/we understand that failure to comply with this Deed may result in my/our assets being seized and/or my/our bankruptcy.
本人 / 吾等已閱讀並明白本契約中之條款, 並已就其效力諮詢了獨立法律意見, 尤其是本人 / 吾等明白若未能遵守本契約, 則可能引致本人 / 吾等之資產被扣押及 / 或本人 / 吾等破產。
- 9.7 If this Deed is given by a company or other body corporate, we hereby confirm that resolutions necessary for (i) approving the entry into and the terms of this Deed; (ii) approving the execution under seal of this Deed; and (iii) signing of this Deed by the person(s) signing below for us have been passed in accordance with the laws of our place of incorporation and our constitutional documents. We agree to provide to you a certified copy of such resolutions at the time of execution of this Deed.
如果本契約是由公司或其他法人團體出具, 吾等在此確認 (i) 批准訂立本契約和本契約的條款; (ii) 批准本契約以加蓋法團印章方式簽署; 及 (iii) 批准由在本契約後代表吾等簽字的人士簽署本契約, 所需的決議已根據吾等註冊地的法律和吾等的組織文件通過。吾等同意在簽署本契約時向貴司提供此類決議的經核證副本。
- 9.8 If this Deed is given by a company or other body corporate, we hereby confirm that this Deed does not and will not contravene or infringe section 275 (prohibition on financial assistance for acquisition of shares or for reducing or discharging liability for acquisition) and sections 500 to 503 (prohibitions of loans or guarantees to directors) of the Companies Ordinance (Cap.622 of the Laws of Hong Kong), nor will it contravene or infringe sections 265D and 266 (undervalue transactions or unfair preference before winding up) and section 267 (invalidity of floating charge before winding up) of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap.32 of the Laws of Hong Kong) in any way.
如果本契約是由公司或其他法人團體出具, 吾等在此確認本契約在任何方面均不會違反或侵犯《公司條例》(香港法例第 622 章) 第二百七十五條 (禁止為購入股份或為減小或解除因購入招致的債務而提供資助) 及第五百至五百零三條 (禁止向公司董事提供貸款或擔保), 亦不會違反或侵犯《公司 (清盤及雜項條文) 條例》(香港法例第 32 章) 第二百六十五 D 條及第二百六十六條 (遜值交易或不公平優先) 以及第二百六十七條 (清盤前浮動抵押的失效)。

10 Set Off and Lien 撤銷及留置

- 10.1 I/We hereby authorize you to set-off any credit balance (whether or not then due) to which I/we are at any time beneficially entitled on any account (alone or joint with others, wherever situated) with you against any sum owing and/or payable by me/us to you 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, you may make such conversion at the then prevailing rate of exchange applicable to you (as conclusively determined by you). If any of the guaranteed obligations is unliquidated or unascertained, you may set off an amount estimated by you in good faith to be the amount of that obligation.
本人 / 吾等授權貴司使用本人 / 吾等在貴司的賬戶 (無論單獨所有或與他人聯名所有, 無論位於何處) 中其實益享有的貸方餘額 (無論當時是否到期), 以抵銷本人 / 吾等在本契約項下欠付或者應償付給貴司的款項, 無論每項義務的付款地、簿記辦公室或貨幣。如果該抵銷涉及貨幣兌換, 則貴司可以根據貴司當時的匯率 (由貴司最終決定) 進行兌換。如果有任何被擔保的債務尚未清算或者查明, 則貴司可以抵銷的款額為貴司真誠地估算出的該義務的款額。
- 10.2 You may, but shall not be obliged to, exercise any rights given to you under this Clause.
貴司有權利但無義務行使本條賦予的任何權利。
- 10.3 I/We agree that you may exercise a general lien over all of my/our property and assets coming into your possession or control from time to time for any reason whatsoever, and whether or not in the ordinary course of your business, with unfettered power for you to sell such property as you decide, without the need for judicial proceedings, to satisfy any liabilities whatsoever of me/us to you if not satisfied when due.
本人 / 吾等同意貴司可對貴司不時因任何原因, 不論是否在貴司的正常的業務過程中, 持有或控制的本人 / 吾等的所有財產和資產行使留置權, 並有不受限制的權力根據貴司決定出售該等財產, 而無需司法程序, 從而償還任何本人 / 吾等對貴司到期而未償付的各種義務。

11 Notice 通知

11.1 All communication and notices to be made or delivered to me/us shall be in writing, made or delivered to my/our address or email address as set out in SCHEDULE I. If I/we wish to change my/our address or email address for service, I/we shall give you written notice of such change, and such change shall be effective for the purposes of this Deed 5 days' after the actual receipt of the notice by you.

所有發送至本人 / 吾等的通訊及通知應發送到於附表一中所列出之地址或電郵地址。如本人 / 吾等擬對送達地址或電郵地址作出變更，則本人 / 吾等應向貴司發出書面通知。就本契約而言，該等變更在貴司確實收到該通知的 5 日期後生效。

11.2 Any notice, demand or other communication whatsoever made or given by yourselves under this Deed shall, without prejudice to any other effective method of serving the same, be deemed to have been duly and sufficiently made or given immediately upon dispatch by yourselves by prepaid letter post or by hand to my/our address, or by email, as stated in SCHEDULE I or at such other address or email address as I/we may notify to you as my/our address or email address for service. Where there are two or more of us to this Deed, any such notice will be deemed to have been sent to all of us if sent to any one of us.

於不影響任何其他的有效送達方法的情況下，所有貴司根據本契約委派專人、以預付費郵件或專人交付予按附表一中所列之地址，或以電郵方式發送予附表一中所列之電郵地址，或按其他本人 / 吾等通知貴司之地址或電郵地址發送之任何通知、索付函或其他通知，即應被視為已即時適當及充分的送達。如本契約項下有兩個或以上的擔保人，若該等通知被送達至任何一位擔保人，則應被視為已送達至所有擔保人。

11.3 A demand under this Deed shall be valid notwithstanding that it is served:

根據本契約所作出之索付函應為有效，雖然其送達是：

(a) on the date on which the amount to which it relates is or becomes payable by the Client under the Client Documents; or

根據客戶文件客戶應支付該等款項之日期；或

(b) at the same time as the service of a notice demanding payment of any amount under or in connection with the Client Documents.

要求支付客戶文件項下或與其相關的任何款項的索付通知送達的同一時間。

A demand under this Deed may refer to all amounts payable under or in connection with the Client Documents without specifying a particular sum or aggregate sum.

本契約作出的索付函可指明是客戶文件項下或與其相關的全部應付款項，而毋須列明具體數額或總額。

12 Miscellaneous Provisions 雜項條款

12.1 If there are two or more of us to this Deed, each of us agrees and consents to be bound by this Deed notwithstanding that any other(s) who were intended to sign or to be bound by this Deed may not do so or be effectually bound hereby, and notwithstanding that this Deed may be invalid or unenforceable against any one or more of us, whether or not the deficiency is known to you.

如本契約由兩位或以上的擔保人簽署，每一擔保人均同意受本契約約束，無論其他擬簽署本契約並擬受其約束的人士可能沒有簽署或可能沒有受其有效約束，及無論本契約是否對本契約一位或多位擔保人無效或不可執行，且不論貴司是否知悉該等缺陷。

12.2 If there are two or more of us to this Deed, the expression "the Guarantor" shall include all and each of us and this Deed shall be of joint and several effect in which event none of us shall be entitled to any of the rights or remedies of a surety as regards the obligations of any other(s) of them. If signed by a firm, this Deed shall be binding upon the person or persons jointly and severally from time to time carrying on business in the name of such firm.

如本契約由兩位或以上的擔保人簽署，則“本契約擔保人”或“擔保人”的表述包括全部及各擔保人，及本契約應具有共同及各別的效力，各本契約擔保人不對其他擔保人的責任享有任何保證人所享有的權利或救濟。如由一企業簽署，則本契約應對不時營運該企業之人士具有共同及各別的約束力。

12.3 Whenever the context so requires, words herein importing the singular number only shall include the plural number and vice versa.

視乎內容的要求，本契約中單數的字詞包含其複數，反之亦然。

- 12.4 Headings are inserted for convenience only and shall not affect the interpretation or construction of this Deed.
標題的使用僅為便利之用，不應影響本契約的解釋及構成。
- 12.5 If any one or more of the provisions of this Deed, or any part thereof, shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not vitiate any other provisions of this Deed, which shall remain in full force validity and effect.
如任何本契約中之條款或其部分根據適用法律被宣稱或判決為不合法、無效或不可執行，該等不合法、無效或不可執行不應損害本契約的其他條款及該等其他條款將維持有效。
- 12.6 Notwithstanding that the Client is a committee or association or other unincorporated body which has no legal existence or which is under no legal liability to discharge obligations undertaken or purported to be undertaken by it or on its behalf, this Deed shall be valid and binding on me/us and have effect as though I/we were joint and several principal debtors.
即使客戶是一個不具有獨立法人地位或沒有法律責任去履行其或以其名義承諾或聲稱承諾的責任的委員會或社團或其他不屬法團的團體，本契約有效並對本人/吾等有約束力，猶如本人/吾等為共同及各別的主要債務人。
- 12.7 This Deed shall be binding upon and enure to the benefit of the parties to this Deed and their respective successors and permitted assigns (as the case may be), except that I/we may not assign or transfer any of my/our rights, benefits, duties or obligations hereunder without your prior written consent. You may disclose to a potential assignee any information which you have received in relation to the Client, me/us or its or my/our affairs under or in connection with the Client Documents or this Deed.
本契約對本契約各方及其承繼人和獲准的承讓人（視屬何情況而定）有約束力並對其利益有效，但本人 / 吾等若無貴司事前的書面同意不可轉讓任何本人 / 吾等在本契約的權利，利益、責任或義務。貴司有權向潛在受讓人披露貴司因客戶文件或本契約所獲取的有關客戶、本人 / 吾等或其他相關資料。
- 12.8 A reference to a statute, ordinance or statutory provision includes: (i) all regulations, instruments or other subordinate legislation made from time to time under it; and (ii) any consolidations, amendments, re-enactments or replacements of any of them from time to time.
凡提述法規，條例或法例條文的內容，包括：（i）依據該法規、條例或法例條文不時訂立的所有規例、文書或其他附屬法例；及（ii）其不時的整合、修訂、重新制定或替換的其中任何一項。
- 12.9 A reference to “Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.
「香港」是指中華人民共和國香港特別行政區。
- 12.10 This Deed may be translated into any language other than English. However, if there is any inconsistency with the English version, the English version shall prevail at all times.
本契約可翻譯為英文以外的其他任何一種語言。但若與英文版本有任何不一致之處，則應以英文版本為準。

13 Personal Data 個人資料

- 13.1 Where you hold personal data, within the meaning of the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) (the “PDPO”), I/we agree that (subject to the provisions of the PDPO) any such data may be used for the following purposes:
當貴司持有《個人資料（私隱）條例》（香港法例第 486 章）內定義的個人資料，本人 / 吾等同意（受制於《個人資料（私隱）條例》條款的限制）任何該等資料可被用於以下目的：
- (a) sharing, cross-checking and transferring that personal data with any of your associated companies whether in relation to new or existing client verification procedures, ongoing account administration or marketing;
任何與貴司的關聯公司的分享、交叉檢查和轉移個人資料，無論是否與新的或現有客戶的驗證程序、運行賬戶管理或市場營銷相關；
 - (b) the comparison and/or transfer to third parties of such personal data for the purposes of credit checking and/or data verification;
為進行信用檢查及 / 或資料驗證而將該等個人資料進行比較及 / 或轉移給第三方轉移；
 - (c) any purpose relating to or in connection with compliance with any law, regulation, court order or order of a regulatory authority including the provision of any such data to any such regulatory authority which shall

request the same (without your having to obtain prior legal advice as to the competence of such a request); and
與遵守任何法律，法規，法院命令或監管當局的命令有關的任何目的，包括在監管當局要求任何該等資料時（無需貴司事先就遵守該等要求獲得法律建議）向該監管當局提供該等資料；及

- (d) any other purpose relating to or in connection with your business or dealings or the business or dealings of any associated company.
與貴司的業務或交易有關的任何其他目的，或與貴司的任何關聯公司的業務或交易有關的任何其他目的。

14 Governing Law and Enforcement 適用法律及執行

- 14.1 This Deed shall be governed by and construed in accordance with the laws of Hong Kong and I/we hereby submit to the non-exclusive jurisdiction of Hong Kong courts. I/we hereby waive any objection on the ground of inconvenient forum to any proceedings brought either in the courts of Hong Kong or in any other courts.
本契約適用香港法律並根據香港法律解釋，且本人 / 吾等提交受香港法院的非專屬管轄。對於在香港或其他地方的法院提起的訴訟，本人 / 吾等在此放棄以非便利公堂為由反對在香港的法院或其他法院提出任何訴訟的權利。
- 14.2 Any legal process (including without limitation writ, summons, petition and pleading) is agreed to be validly served on me/us in the same way as a notice under Clause 11.2 hereof (unless otherwise provided by the relevant laws and regulations of Hong Kong) though I/we agree to nominate promptly if you so request, an agent with an address in Hong Kong to accept service of any legal process on my/our behalf and service of legal process on such agent shall be deemed to constitute good and valid service on me/us.
同意任何法律程序（包括但不限於令狀、傳票、呈請和狀書）按照與本契約第 11.2 條的通知同樣的方式可構成向本人 / 吾等的有效送達（除非香港的相關法律或規例另有規定），儘管本人 / 吾等同意如果貴司提出要求，將立即委任在香港有地址的訴訟程序代理人代表本人 / 吾等接受任何法律程序的送達，且向該等訴訟程序代理人的法律程序送達應被視為對本人 / 吾等構成良好和有效的送達。
- 14.3 Any judgment, award and/or order of Hong Kong courts over me/us and/or my/our assets shall be deemed to be binding on me/us and valid and fully enforceable in any other jurisdiction as if given by the final appellate court in such other jurisdiction.
香港法院對本人 / 吾等和 / 或本人 / 吾等的資產的任何判決、裁決及 / 或命令，應被視為對本人 / 吾等有約束力，並在任何其他司法管轄區有效且完全可執行，如同由在該其他司法管轄區的最終上訴法院作出。

15 Third Party Rights 第三者權利

- 15.1 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Deed.
任何非本契約項下一方的人士不得享有《合約（第三者權利）條例》（香港法例第 623 章）項下的任何權利以執行或享受本契約任何條款項下的權益。
- 15.2 Notwithstanding any terms of this Deed, the consent of any person who is not a party to this Deed is not required to terminate, rescind or vary this Deed or waive any rights under this Deed at any time.
不論本契約中有任何規定，在任何時間終止、撤銷、變更本契約或放棄本契約項下任何權利不需要任何非本契約項下一方的同意。

SCHEDULE I

附表一

The Guarantor
擔保人

Name :

名稱:

Registered office/
Residential Address:

註冊辦事處/住址:

Company number/
HK ID number or Passport
number:

公司編號/身份證明文件號碼:

Email Address:

電郵地址:

Attention:

致:

SCHEDULE II

附表二

The Client
客戶

Name:

名稱:

Address:

地址:

SCHEDULE III

附表三

Client Documents
客戶文件

1. All applicable Client Agreements and Schedules in force between any member of the EBSI Group and the Client from time to time and as may be amended from time to time.
由任何光大證券國際集團的成員與客戶之間適用的不時有效的及不時修訂的客戶協議及附件。
2. Any facility letter (including without limitation any letter of renewal or confirmation of renewal of a facility, any letter amending a facility or any other letter or document relating to any proposed or

existing facility) or any other documents in relation to a facility granted to the Client by any member of the EBSI Group from time to time.

由任何光大證券國際集團的成員不時出具的貸款函（包括但不限於貸款的任何續期函件或確認續期的函件，任何修改貸款函的函件或任何其他與擬議或現有貸款有關的函件或文件）或與授予客戶貸款有關的任何其他文件。

3. Any settlement limit notification letter or any other document relating to any settlement limit issued to the Client by any member of the EBSI Group from time to time.
由任何光大證券國際集團的成員不時出具的結算限額通知函或任何其他與結算限額有關的文件。
4. Any trading limit letter for any commodities trading account or any other document relating to any trading limit for any commodities trading account issued to the Client by any member of the EBSI Group from time to time.
由任何光大證券國際集團的成員不時出具的任何關於期貨賬戶交易限額的函件或任何其他關於期貨賬戶交易限額的函件或文件。
5. Any account application forms or other account opening documents completed by the Client with any member of the EBSI Group.
客戶給予光大證券國際集團任何成員其所填寫的任何賬戶申請表或其他開戶文件。
6. Any amendment, supplement or restatement of any of the above documents referred to in paragraphs 1 to 5 above.
以上第 1 至五款提及的任何上述文件的任何修改，補充或重新呈述。

SCHEDULE IV

附表四

The Specified Amount (Tick the appropriate box)

列明之金額（請在適當的方格寫上勾號）

- This Deed is to secure a specific amount of _____
(the "Specified Amount")
- 本 契 約 用 以 保 證 特 定 金 額
_____。
（「特定金額」）。

Signed by the Guarantor
由擔保人簽署

- This Deed is to secure an unlimited amount.
- 本契約用以保證無限的金額。

Signed by the Guarantor
由擔保人簽署

AS WITNESS this Deed has been duly executed by me/us as a deed the day and year first above written.
茲證明 本契約已由本人 / 吾等作為契約於上文載明的日期妥為簽署。

For Corporate Guarantor
公司擔保人

EXECUTED as a deed by affixing the common seal of

作為契約代表 _____ 簽署並加蓋鋼印

in the presence of:
並由以下人士見證簽署:

Director
董事

*Director / *Company Secretary
*董事 / *公司秘書

Name of Director
(BLOCK LETTERS)
董事姓名 (請以正楷填寫)

Name of *Director / *Company Secretary
(BLOCK LETTERS)
* 董事 / *公司秘書姓名 (請以正楷填寫)

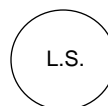
* *please delete as appropriate*
* 請刪除不適用

For Individual Guarantor
個人擔保人

SIGNED, SEALED and DELIVERED by

由 _____ 簽署、蓋章及交付

in the presence of:
見證人:



Signature of _____ 簽署

Witness
見證人簽署

Name of Witness (BLOCK LETTERS)
見證人姓名 (請以正楷填寫)

Hong Kong ID Number/ Passport Number
香港身份證號碼 / 護照號碼

Address of Witness
見證人地址