

GUARANTEE LETTER 擔保書

To: CONRAD INVESTMENT SERVICES LIMITED (the "CONRAD")
致: Conrad Investment Services Limited ("CONRAD")
23/F, Tung Hip Commercial Building, No.244-248 Des Voeux Road Central, Sheung Wan, HK
香港上環德輔道中 244-248 號東協商業大廈 23 樓

Date: 日期: _____

From: 由: _____ (the "Guarantor") (「擔保人」)

Address of Guarantor: 擔保人地址: _____

- In consideration of CONRAD, at my/our request, making available to (name of Client) _____ (the "Client") securities trading facilities by way of an Account Opening Form and Client Account Agreement including but not limited to (if applicable) the Margin Terms dated _____ (such services hereinafter referred to as the "Facilities") I/we, the Guarantor irrevocably and unconditionally guarantee the full and punctual payment of all sums payable by the Client to CONRAD and undertake that if for any reason the Client shall fail to pay any such sum in accordance with the terms of the said Account Opening Form and the Client Account Agreement the Guarantor shall immediately on demand by CONRAD unconditionally pay that sum to CONRAD.
鑑於 CONRAD 應擔保人要求，於(日期) _____ 訂立之開戶表格及客戶帳戶協議包括但不限於(如適用)保證金條款，向(客戶姓名) _____ (「該客戶」) 提供證券買賣服務(以下稱為「該服務」)，擔保人以擔保人身份不可撤回及無條件地擔保，該客戶將全數及準時向 CONRAD 支付該客戶應付之所有款項，並保證倘該客戶由於任何原因無法根據上述之開戶表格及客戶帳戶協議之條款償還任何有關款項，則擔保人將應 CONRAD 要求即時無條件向 CONRAD 償還有關款項。
- The Guarantor's liability under this Guarantee shall not be discharged in whole or in part or otherwise be affected in any way by reason of (i) CONRAD giving the Client time or any other concession or taking, holding, varying, realizing or not enforcing any other security for the liabilities of the Client under the Facilities, (ii) any legal limitation or incapacity relating to the Client, (iii) the invalidity or unenforceability of the obligations of the Client under the Facilities or (iv) any other act or omission of CONRAD or any other circumstances which but for this provision would have discharged the Guarantor from its obligations hereunder. Any monies expressed to be payable by the Client under the Facilities which may not be recoverable from the Client for any foregoing reason shall be recoverable by CONRAD from the Guarantor as principal debtor.
此擔保書規定擔保人之全部或部份責任不會由於以下理由而解除或受到影響：(i) CONRAD 給予該客戶時間或任何其他寬限，或根據該服務規定沒收、持有、修改、變賣或執行該客戶債務之任何其他抵押，(ii) 有關該客戶之任何法律限制或該客戶無力償債，(iii) 於該等服務所規定該客戶之責任無效或不能履行，或(iv) CONRAD 採取或不採取任何其他行動或出現任何其他情況而原可解除此擔保書所規定擔保人之責任(因本條款而不能解除)。CONRAD 由於上文任何原因未能索取該客戶根據該服務所明確規定該客戶須支付之任何款項，則 CONRAD 可向擔保人作為主要債務人而追收欠款。
- This Guarantee is a continuing security and shall continue in effect until all sums whatsoever payable by the Client under the Facilities have been paid in full.
此擔保書乃持續擔保並一直維持有效，直至該客戶全數支付該服務規定之任何所有款項為止。
- CONRAD may enforce this Guarantee without first making demand on, or taking any proceeding against the Client.
CONRAD 可執行此擔保書，事前毋須向該客戶提出任何要求或任何訴訟。
- The Guarantor hereby represents and warrants to and undertakes with CONRAD that the Guarantor does not hold and will not hereafter, without the prior written consent of CONRAD, take or hold on any account whatsoever any security from the Client or any other person for the obligations and liabilities of the Client hereunder, and in the event of the Guarantor now or hereafter taking or holding any such security, whether with or without the consent of CONRAD, the Guarantor will hold their right to the same and all amounts at any time received in respect thereof in trust for CONRAD and the Guarantor shall forthwith deposit the same and any documents relating thereto with CONRAD.
擔保人謹此向 CONRAD 聲明、保證並承諾，擔保人目前並無持有，而未經 CONRAD 書面同意，將來亦不會接受或持有該客戶或任何其他人士根據此擔保書作為承擔及債務保證之其他抵押，而倘擔保人目前或日後接受或持有任何有關抵押，則不論是否取得 CONRAD 之書面同意，均須以信託形式代 CONRAD 保持任何時候獲得有關抵押之同等權力及所有款項，並須即時將同等權力及款項連同任何有關文件交予 CONRAD。
- No payment to CONRAD under this Guarantee pursuant to any judgement or order of any court or otherwise shall operate to discharge the obligations of The Guarantor in respect of which it was made unless and until payment in full shall have been received by CONRAD.
CONRAD 根據任何裁決或任何法庭或其他令狀，按照此擔保書獲得之款項概不可解除擔保人所作之有關責任，除非及直至 CONRAD 全數收取款項為止。
- CONRAD may apply any credit balance to which the Guarantor is entitled on any account of the Guarantor with CONRAD in or towards satisfaction of any sum then due and payable from the Guarantor hereunder.
CONRAD 可使用擔保人就其任何戶口在 CONRAD 有權獲得之任何信貸結餘，以支付到期及擔保人根據此擔保書應付之任何款項。
- If any monies paid to CONRAD in reduction of the indebtedness under the Facilities have to be repaid by CONRAD on the ground of fraudulent preference or on any other ground, the liability of the Guarantor shall be computed as if such monies had never been paid to CONRAD at all.
倘 CONRAD 由於欺詐性的優惠或任何其他原因而支付用於扣減根據該服務之債務而收取之任何款項，則計算擔保人之債務時，擔保人被視為從來沒有向 CONRAD 償還有關款項而論。
- The Guarantor hereby represents and warrants to CONRAD that it has power to enter into this Guarantee and to perform its obligations hereunder. The Guarantor has read and understood the contents of this Guarantee and has taken independent legal advice as to the effect hereof.
擔保人謹此向 CONRAD 表示並保證擔保人有權訂立此擔保書並履行有關責任。擔保人已細閱並明白此擔保書之內容，並已就其效力尋求獨立法律意見。

10. The security conferred by this Guarantee is in addition to and not in substitution for and shall not in any way affect or be affected by any other security or guarantee which CONRAD may now or hereafter hold or take from the Client or any other person in respect of the Facilities.
此擔保書所賦予之保證乃額外保證，不可代替或以任何形式影響 CONRAD 就該服務而在目前或日後持有或接受該客戶或任何其他人士之任何其他保證或擔保，或受有關保證或擔保影響。
11. Save as may be expressly provided herein to the contrary, time shall be of the essence of this Guarantee. No failure or delay on the part of CONRAD to exercise any right, power or remedy under this Guarantee shall operate as a waiver thereof nor shall a waiver by CONRAD of any particular default by the Guarantor affect or prejudice the right, power or remedy of CONRAD in respect of any other default or any subsequent default of the same or a different kind nor shall any single or partial exercise by CONRAD of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
除非此擔保書有明確之相反規定，否則時間對此擔保書極為重要。CONRAD 在沒有或延遲行使此擔保書之任何部份權利、權力或補償，不可視為放棄有關權利、權力或補償，亦不可視為放棄追究擔保人任何個別失責行為，亦不影響或損害 CONRAD 有關任何其他失責或日後其他同類或不同類之失責行為之權利、權力或補償，且 CONRAD 行使此擔保書任何權利、權力或補償之任何一項或部份並不損害任何其他或進一步行使有關權利、權力或補償之其他部份，亦不損害其行使任何其他權利、權力或補償。
12. If at any time any provision of this Guarantee is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Guarantee nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.
倘此擔保書之任何條款在任何時間根據任何司法權區法例屬於或成為非法、無效或無法執行，則此擔保書其他條款之合法性、有效性或可執行性，或有關條款根據任何其他司法權區法例之合法性、有效性或可執行性，無論如何均不會受到影響或損害。
13. The Guarantor may not assign any of its rights or obligations hereunder. CONRAD may assign any of its rights hereunder to a person in favour of whom an assignment has been made under the Facilities.
擔保人不可轉讓此擔保書之任何權利或責任。CONRAD 則可根據該服務作出轉讓後，將此擔保書之任何權利轉讓予承讓人。
14. Every notice under this Guarantee shall be in writing and may be given or made by post, facsimile or cable to the Guarantor or CONRAD at their respective addresses given above. Every notice shall be deemed to have been received, in the case of a facsimile or cable at the time of despatch and in the case of a letter two days after its posting.
有關此擔保書之各項通知均須以書面形式送交、郵遞、傳真或發出電報予擔保人或 CONRAD 各自在上文所列之地址。每份通知應在發出傳真或電報時（倘發出當日在收件人所在地並非工作日，則在發出後下一個工作日），或投遞函件後兩日被視為送達。
15. In the event of the Guarantor being made up of more than one legal entity, all such legal entities' liabilities and obligations as Guarantor hereunder shall be joint and several.
倘擔保人由超過一個法定團體組成，則全部有關法定團體應共同及個別承擔此擔保書規定之擔保人責任及義務。
16. This Guarantee shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the Guarantor hereby submits to the non-exclusive jurisdiction of the Hong Kong courts.
此擔保書受香港法例監管並按該等法例詮釋，擔保人謹此不可撤回地接受香港及其他地區法院之裁判。

IN WITNESSETH whereof the Guarantor has hereunto executed this Guarantee the day and year first above written.
擔保人於上述日期簽署承認本擔保書。

INDIVIDUAL GUARANTOR
個人擔保人

CORPORATE GUARANTOR
公司擔保人

Signature 簽署： _____



Signature 簽署： _____

Name 姓名： _____

Name of Director 董事姓名： _____

HKID / Passport No.:
香港身份證號碼 / 護照號碼： _____

Company Chop 法團公章： _____

In the presence of:-

Signature of witness

見證人簽署： _____

Name of witness

見證人姓名： _____

Passport No./I.D. Card No. of witness

見證人護照號碼 / 香港身份證號碼： _____