



國元證券經紀(香港)有限公司
GUOYUAN SECURITIES BROKERAGE
(HONG KONG) LIMITED

Account Number :

Guoyuan Securities Brokerage (Hong Kong) Limited (hereafter "GYSB")

17/F, Three Exchange Square
8 Connaught Place, Central, Hong Kong
Telephone: (852) 3769 6828
Facsimile: (852) 3769 6999
SFC Central Entity Number: AOA594

A wholly owned subsidiary of Guoyuan International Holdings Limited
(hereafter "GYIH")

SECURITIES ACCOUNT OPENING FORM – CORPORATE ACCOUNT

1. Account Type and Trading Services (Please tick "✓" appropriate box)

Account Type:	☐ Cash Account	☐ Margin Account	☐ Stock Options Trading Account
Apply for securities online trading services:	☐ Yes	☐ No	
Apply for US Securities trading services:	☐ Yes	☐ No	
Apply for China Connect Securities trading services:	☐ Yes	☐ No	

2. Client Information (Please tick "✓" appropriate box)

Client Name (English) :

Client Name (Chinese) :

Account Name :

(if different from above)

Place of Incorporation :

Date of Incorporation/Registration :

Incorporation/Registration Number :

Business Registration Number (if any) :

Registered Office Address :

Correspondence Address :

(if different from the above)

Client Telephone Number :

(Country Code:)

Client Mobile Phone Number :

(Country Code:)

Email Address:

Facsimile Number :

(Country Code:)

Preferred Method for Receiving Statements : (Please select either one)

☐ By Email to Client's Email Address

☐ By Post to Client's Correspondence Address

Country where Major Business is Operated :			
☐ Hong Kong ☐ Mainland China ☐ Other Countries (Please specify: _____)			
Nature of Business :			
☐ Agriculture/ Animal Husbandry and Forestry/Fishery		☐ Used Automobile/ Machine Parts Dealer	
☐ Pawn Shop	☐ Cash Intensive Business	☐ Gambling/Lottery	☐ Charities/ Welfare Institutions
☐ Entertainment (Night Club)	☐ Restaurant	☐ Education Services	☐ Trust
☐ Finance	☐ Government Sector	☐ Hotels	☐ Information Technology
☐ Insurance	☐ Legal	☐ Car/ Boat Dealer	☐ Logistics
☐ Manufacturing	☐ Pharmaceuticals	☐ Mining	☐ Money Changer
☐ Precious Metal Dealer	☐ Wholesales	☐ Public Services	☐ Real Estate
☐ Retail sales	☐ Travel/ Tourism	☐ Transport	☐ Jewelry
☐ Import & Export Trades	☐ Armaments Business	☐ Beauty/ Healthcare Services	☐ Antique/ Art Dealer
☐ Others (please specify) : _____			
Annual Profits: ☐ ≤ \$500,000 ☐ \$500,001 --- \$1,000,000 ☐ \$1,000,001 --- \$5,000,000			
(HKD) ☐ \$5,000,001 --- \$8,000,000 ☐ \$8,000,001 --- \$50,000,000 ☐ >\$50,000,000			
Source of Funds: ☐ Business Income ☐ Shareholders Funds			
☐ Investment Returns ☐ Others: _____			
Net Worth (Note: ☐ ≤ \$1,500,000 ☐ \$1,500,001 --- \$5,000,000 ☐ \$5,000,001 --- \$8,000,000			
Total Assets minus			
Total Liabilities): ☐ \$8,000,001 --- \$50,000,000 ☐ \$50,000,001 --- \$100,000,000 ☐ >\$100,000,000			
(HKD)			
Source of Wealth: ☐ Business Income ☐ Sales Proceeds of Property/Assets ☐ Shareholders Funds			
☐ Investment Returns ☐ Others: _____			
Investment	Stocks: ☐ Nil ☐ Yes (____ Years)	FX / Gold: ☐ Nil ☐ Yes (____ Years)	
Experience:	Bonds/Funds: ☐ Nil ☐ Yes (____ Years)	Stock Options: ☐ Nil ☐ Yes (____ Years)	
Investment	☐ Capital Appreciation	☐ Dividend Yield	☐ Hedging
Objective:	☐ Speculation	☐ Others: _____	
Investment Goal:	Investment Plan: ☐ Short ☐ Medium ☐ Long		
	Risk Tolerance: ☐ Low ☐ Medium ☐ High		
Anticipated	☐ HK Stocks	☐ China Connect Securities	☐ Overseas Stocks
Investment Products:	☐ Funds	☐ Bonds	☐ Stock Options and Other Structured Products
Anticipated Monthly	☐ ≤ \$1,500,000	☐ \$1,500,001 --- \$5,000,000	☐ \$5,000,001 --- \$10,000,000
Transaction Amounts:	☐ \$10,000,001 --- \$50,000,000	☐ \$50,000,001 --- \$100,000,000	☐ >\$100,000,000
(HKD)	(please specify: _____)		

3. Director Identity Information (if applicable)			
Name/ Company Name	Nationality/ Place of Incorporation	ID Number/ Incorporation Number and Place of Issue	Date of Birth/ Date of Incorporation
1.			
2.			
3.			

4. Information of Ultimate Beneficial Owner (“UBO”)* / Person Ultimately Responsible for Originating Instructions for the Account (“PROI”) (if any) (Please delete as appropriate)							
Name	UBO of the Client	PROI of the Client	Nationality	ID Number and Place of Issue	Date of Birth	Telephone Number	Residential Address
1.	Yes / No	Yes / No					
2.	Yes / No	Yes / No					
3.	Yes / No	Yes / No					

*Ultimate Beneficial Owner means:

(i) an individual who (a) owns or controls, directly or indirectly, including through a trust or bearer share holding, more than 25% of the issued share capital of the Client; (b) is directly or indirectly, entitled to exercise or control the exercise of more than 25% of the voting rights at general meetings of the Client; or (c) exercises ultimate control over the management of the Client; or

(ii) if the Client is acting on behalf of another person, the other person.

(If there is no such individual, the UBO should be the relevant individual(s) who hold(s) the position of senior managing official in the Client (e.g. CEO, CFO, managing or executive director, president, or individual(s) who has significant authority over the Client’s financial relationships and the ongoing financial affairs of the Client)).

5. Related Account (please tick “✓”the appropriate box)	
Does the UBO and/or the PROI of the Client have any relationship with the director(s) or employee(s) of GYSB or other member companies within GYIH’s group of companies?	
☐ No ☐ Yes, please provide the following information	
Name of the Relevant Person(s) : _____ Name of the Director(s) or Employee(s): _____	
Department of the Director(s) or Employee(s): _____	
Relationship with the Director(s) or Employee(s): ☐ Parents ☐ Spouse ☐ Child ☐ Others: _____	
Does any member of the Client’s group of companies maintain any account(s) with GYSB or other member companies within GYIH’s group of companies?	
☐ No ☐ Yes, please provide name of the entities: _____ Account Number: _____	

Is there any individual client of GYSB or other member companies within GYIH's group of companies who, either alone or with his/her spouse, controls 35% or more of the voting rights of the Client? ☐ No ☐ Yes, please provide name of the individual client: _____ Account Number: _____
Is there any corporate client(s) of GYSB or other member companies within GYIH's group of companies that a natural person, either alone or with his/her spouse, controls 35% or more of the voting rights of such corporate client(s) and the Client? ☐ No ☐ Yes, please provide name of the corporate client: _____ Account Number: _____
Is there any client(s) of GYSB or other member companies within GYIH's group of companies who are financially connected by guarantee arrangements with the Client? ☐ No ☐ Yes, please provide name of the client: _____ Account Number: _____

6. Other Disclosures (please tick "✓"the appropriate box)
Is the Client acting as nominee company for a third party? ☐ No ☐ Yes, please specify: _____
Does the Client or any related persons have any relationship with any listed company whose shares are traded on any exchange? ☐ No ☐ Yes, please provide the following information Name of the Relevant Person(s) : _____ Name of the Listed Company: _____ Exchange on which Shares of the Listed Company are Traded: _____ Stock Code: _____
Is there any shareholder(s), director(s), authorized person(s), the UBO and/or the PROI of the Client who is or has been entrusted with prominent public functions, such as senior political or government officials, judicial officials, military officials, senior executive of state owned corporations and important director of political party, or is family members or close associates of the above-mentioned parties (the "PEP")? ☐ No ☐ Yes, please provide the following information Name of the Relevant Person(s) : _____ Name of the PEP: _____ Public Function Entrusted with: _____ Relationship with the PEP: ☐ Parents ☐ Spouse ☐ Child ☐ Others: _____
Has the UBO and/or the PROI of the Client ever been arrested/tried/sentenced/disciplined for committing illegal activities or violating regulatory requirements? ☐ No ☐ Yes, please specify: _____

7. Client Knowledge on Derivative Products (please tick "✓"the appropriate box)
Has the Client ever attended any trainings or courses that provide general knowledge on the nature and risk of derivatives products? ☐ Yes ☐ No
Has the Client's current or previous work experience been related to derivative products? ☐ Yes ☐ No
Has the Client executed five or more transactions in derivative products within the past three years? ☐ Yes ☐ No
Note: If the Client does not have any of the above knowledge or experience, the Client will be treated as without knowledge on derivatives products. Before trading in derivatives products, the Client must pay attention to and ensure his/her/its understanding on the risks associated with derivatives products, the contents of which are stated in "Risk Disclosure Statements".

8. Designated Bank Account(s) (please tick “✓”the appropriate box)

All monies payable to the Client are to be credited to the following bank account(s) in its own name unless otherwise instructed by the Client.

Bank Account (1)

Name of Bank: _____ Currency: ☐ HKD ☐ USD ☐ RMB ☐ Other: _____

Bank Account No.: _____

Bank Account (2)

Name of Bank: _____ Currency: ☐ HKD ☐ USD ☐ RMB ☐ Other: _____

Bank Account No.: _____

Note: Supporting documents regarding the designated bank account(s) (e.g. bank statement(s) showing the name of the Client and the account no.) are to be provided by the Client.

We hereby confirm that:

- (1) We shall refer to the relevant fees schedule for remittance bank charges;
- (2) The source of the fund or the purpose of the remittance do not involve terrorist financing activities, or proceeds of organized and serious crimes;
- (3) We shall bear the losses, responsibilities and risks pertinent to this withdrawal, transfer or payment to third party instruction;
- (4) We have enquired with the receiving bank and confirm that the receiving bank can receive the fund to be transferred from GYSB;
- (5) We understand that the funds are remitted in the name of GYSB; and
- (6) We acknowledge and agree that the staff of GYSB may at any time contact us over the phone to confirm the details of our withdrawal request if they have any questions on its validity; and that GYSB is entitled to reject our withdrawal request without any liabilities if we cannot be reached/contacted.

9. Self-declaration about Foreign Account Tax Compliance Act (“FATCA”) : (please tick “✓”the appropriate box)

☐ The Client is **NOT** a “Specified U.S. Person”. (Please complete W-8BEN-E or W-8IMY form, as applicable.)

☐ The Client is a “Specified U.S. Person”.

If the Client is a “Specific U.S. Person”, please provide the relevant Taxpayer Identification Number (“TIN”) below.”

Taxpayer Identification Number (“TIN”): _____

Declaration: We hereby confirm that the information provided in this **FATCA Declaration Section** is true, correct and complete in all respects. If there is any change in the above information, we agree that we will inform and submit a new declaration to GYSB within 30 days from the date of change. Should there be any false statements and/or delay to inform GYSB of any changes made by us, causing GYSB sued for any damages (including damages from GYSB’s own assets or assets held on behalf of clients) by the U.S. authorities, we are willing to bear all the relevant loss suffered by GYSB.

10. Self-certification Declaration of Residence for Tax Purposes

Please read the following before completing this section:

- (1) Financial institutions are not allowed to provide tax advice. If you have any questions regarding this section or defining your tax residency status, please seek advice from your tax adviser or relevant tax authority. You may refer to the OECD website (<http://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/>) for more details, including a list of jurisdictions that have signed agreements to exchange information automatically along with details about the information being requested.
- (2) You may be requested to provide additional documents to evidence the declaration made on this section.

Please tick one of the appropriate boxes to confirm the entity type of the Client.

Financial Institution	☐ Custodial Institution, Depository Institution or Specified Insurance Company ☐ Investment Entity, except an investment entity that is managed by another financial institution (e.g. with discretion to manage the entity's assets) and located in a non-participating jurisdiction
Active NFE	☐ NFE the stock of which is regularly traded on _____, which is an established securities market ☐ Related entity of _____, the stock of which is regularly traded on _____, which is an established securities market ☐ NFE is a governmental entity, an international organization, a central bank, or an entity wholly owned by one or more of the foregoing entities ☐ Active NFE other than the above (Please specify : _____)
Passive NFE**	☐ Investment entity that is managed by another financial institution and located in a non-participating jurisdiction ☐ NFE that is not an active NFE

****** If the Client is a Passive NFE, please indicate below the name(s) of all controlling person(s) of the Client below. If no natural person exercises control over the Client, the controlling person will be the individual holding the position of senior managing official. Please also complete a separate **Self-Certification Form - Controlling Person** for each controlling person.

1. _____ 2. _____ 3. _____

- Please complete the following table indicating (a) the jurisdiction of residence (including Hong Kong) where the Client is a resident for tax purposes and (b) the Client's TIN for each jurisdiction indicated. Please indicate **ALL** (not restricted to three) jurisdictions of residence.
- If the Client is a tax resident of Hong Kong, the TIN is the Hong Kong Business Registration Number.
- If the Client is not a tax resident in any jurisdiction (e.g. fiscally transparent), indicate the jurisdiction in which its place of effective management is situated.
- If a TIN is unavailable, provide the appropriate reason A, B or C:
Reason A – The jurisdiction where the Client is a resident for tax purposes does not issue TINs to its residents.
Reason B – The Client is unable to obtain a TIN. Explain why the Client is unable to obtain a TIN if you have selected this reason.
Reason C – TIN is not required. Select this reason only if the authorities of the jurisdiction of residence do not require the TIN to be disclosed.

Jurisdiction of	TIN	Enter Reason A, B or C	Explain why the Client is unable to obtain
-----------------	-----	------------------------	--

Residence		if no TIN is available	a TIN if Reason B is selected
(1)			
(2)			
(3)			

Declaration : We hereby acknowledge and agree that (a) the information contained in this section is collected and may be kept by GYSB for the purpose of automatic exchange of financial account information; and (b) such information and information regarding us and any reportable account(s) may be reported by GYSB to the Inland Revenue Department of the Government of the Hong Kong Special Administrative Region and exchanged with the tax authorities of another jurisdiction or jurisdictions in which we may be resident for tax purposes, pursuant to the legal provisions for exchange of financial account information provided under the Inland Revenue Ordinance (Cap.112). We undertake to advise GYSB of any change in circumstances which affects our tax residency status or causes the information contained herein to become incorrect and to provide GYSB with a suitably updated self-certification form within 30 days of such change in circumstances. We declare that the information provided and statements made in this section are, to the best of our knowledge, true, correct and complete.

WARNING: It is an offence under section 80(2E) of the Inland Revenue Ordinance if any person, in making a self- certification, makes a statement that is misleading, false or incorrect in a material particular AND knows, or is reckless as to whether, the statement is misleading, false or incorrect in a material particular. A person who commits the offence is liable on conviction to a fine at level 3 (i.e. \$10,000).

11. Client Declaration & Acknowledgement
1. We, the undersigned Client, hereby request GYSB to open and maintain a Cash / Margin Securities Trading Account(s) and/or Stock Options Trading Account(s) and agree to be bounded by the terms and conditions set out in the Cash Client's Securities Trading Agreement, Margin Client's Securities Trading Agreement and/or Client's Stock Options Trading Agreement, where applicable. 2. We confirm and acknowledge that the declarations made and information provided in this Account Opening Form is true, correct and complete in all respects. We further undertake to notify GYSB promptly in case of any change of information. The GYSB and/or other member companies within GYIH's group of companies are entitled to rely fully on such information and representation for all purposes, unless it/they receives(s) notice in writing of any change. We understand that we may be required to provide additional information or submit documentary proof in addition to the information provided in this form when requested to do so. We understand that our submission of this form and the acceptance of this form by GYSB in no way implies approval for opening of the relevant account(s) for us and that GYSB reserve the right to reject the relevant application. We understand that if this form is not fully completed, the relevant account opening process may be delayed. 3. We have received, read and understood the terms and conditions stated in Cash Client's Securities Trading Agreement, Margin Client's Securities Trading Agreement and/or Client's Stock Options Trading Agreement (including terms under Electronic Trading Services Supplement, Stock Connect Securities Trading Services Supplement, Stock Connect Risk Disclosure and Other Information Supplement, Electronic Direct Debit Authorisation Supplement, Foreign Account Tax Compliance Act ("FATCA") and Common Reporting Standard ("CRS") Policies of the Group Companies Supplement, Risk Disclosure Statements, Personal

Information Statement concerning Hong Kong Investor Identification Regime and Over-the-counter Securities Transactions Reporting Regime and Personal Information Collection Statement of the Group Companies, where acceptable).

4. We acknowledge that we have carefully read and fully understood the risk disclosures associated with derivatives products. If we decide to trade in the derivatives products, we confirm that we agree to bear the risks involved. We confirm that, before trading in the derivatives products, we shall make our own risk assessment or seek independent professional advice, and that we have sufficient net worth to be able to assume the risks and bear the relevant potential losses. We understand that GYSB does not encourage us to trade the derivatives products if we do not have any knowledge or experience trading to the derivatives products.
5. We acknowledge and confirm that the **Risk Disclosure Statements** were provided to us in the language of our choice and we were invited to read the **Risk Disclosure Statements** carefully, to ask questions and take independent advice if we wish.
6. We acknowledge and confirm that we should pay attention to the announcements/notices promulgated on <http://www.gyzq.com.hk/> from time to time.



Signature (with Company Chop, if applicable)

Name of Director/Authorized Person

Date : _____

12. Witness (Completed by GYSB designated person or professional person[#])

I hereby witness the signature(s) of the Client with the original identity documents of such Client.

Signature by Witness

Date

Print Name:

Name of Employer:

Professional/Capacity/CE No.:

Telephone:

[#] Professional Person: Lawyer/ notary public/ certified public accountant/ chartered secretary/ registered branch manager of a licensed bank/ Justice of Peace.

13. Declaration by the Licensed Representative of GYSB

I hereby declare that the **Risk Disclosure Statements** have been provided to the Client in English or Chinese (as the case may be), being the language of the Client's choice and I have invited the Client to read the said **Risk Disclosure Statements** and encourage the Client to ask questions and take independent advice if the Client wishes.

Signature by Licensed Representative

Date

Name of Licensed Representative:

CE No.:

14. Endorsed by Legal and Compliance Department (only applicable for high risk or blacklisted client)

Signature by Designated Compliance Officer

Date

Name of Designated Compliance Officer :

15. Acknowledged and Accepted by Responsible Officer for and on behalf of GYSB

Signature by Responsible Officer

Date

Name of Responsible Officer :

CERTIFIED EXTRACT OF BOARD RESOLUTIONS

I hereby certify that the following resolutions were duly passed by the board of directors ("Board") of _____ ("Company") at a meeting of the Board duly convened and held at _____ (Location) on _____ (Date & Time) at which a quorum was present and acting throughout in accordance with the constitution of the Company and the following resolutions have been duly recorded in the minutes book of the Company and that no action have been taken to rescind or amend the said resolutions and that the same are now in full force and effect.

IT WAS RESOLVED THAT:

- 1) a **Cash/Margin* Securities Trading Account** and/or a **Stock Options Trading Account*** ("Account(s)") be opened and maintained in the name of the Company with Guoyuan Securities Brokerage (Hong Kong) Limited ("GYSB") for the purpose of holding funds relating to any purchases, sales, holdings and other dealings in securities as the Company may instruct GYSB as its agent to effect from time to time on behalf of the Company and that the Account(s) be maintained and all such purchases, sales, holdings and other dealings be effected subject to and in accordance with the provisions of terms and conditions stated therein the Cash Client's Securities Trading Agreement, Margin Client's Securities Trading Agreement and/or Client's Stock Options Trading Agreement, where applicable, ("Agreement") to be issued by GYSB to the Company in connection with the opening of the Account(s);
- 2) the Securities Account Opening Form and the Agreement (collectively, the "Account Opening Documents") in such form as completed and produced to the meeting be and are hereby approved and any director(s) / Authorized Person for settlement function* of the Company be authorized to sign any of the Account Opening Documents for and on behalf of the Company and the signed originals thereof be delivered to GYSB; and
- 3) the Company authorize any of the following respective individual(s)(the "Authorized Persons") to (i) give oral and/or written instruction(s) to GYSB for trading function to effect purchases, sales and other dealings in securities and (ii) to give written instruction(s) to GYSB in relation to settlement function for the Account(s) maintained by the Company with GYSB. Any instruction(s) given by the Authorized Persons shall be absolutely binding on the Company. GYSB shall have no obligation whatsoever to inquire about or confirm the authority of the Authorized Persons in giving any instructions. The Company accept full responsibility for all oral and/or written instruction(s) given by the Authorized Persons on the Company's behalf.

Specimen signature(s) for trading function to effect securities transactions:	
Name :	Title :
Tel. :	
Authorized Signature :	
Name :	Title :
Tel. :	
Authorized Signature :	
Name :	Title :
Tel. :	
Authorized Signature :	
Name :	Title :
Tel. :	
Authorized Signature :	
Signing authority	
Any ____ of the above may sign to effect securities transactions.	

Specimen signature(s) for settlement function to effect payment, withdrawal and/or fund transfer transactions*:	
Name :	Title :
Tel. :	
Authorized Signature :	
Name :	Title :
Tel. :	
Authorized Signature :	
Name :	Title :
Tel. :	
Authorized Signature :	
Name :	Title :
Tel. :	
Authorized Signature :	
Signing authority	
Any ____ of the above may sign to effect payment, withdrawal and/or fund transfer transactions.	

Duly authorized for and on behalf of the Company

Name:
Title: Director/Company Secretary*

Date:

*Delete if inapplicable

GUARANTEE

(applicable for corporate clients opening Margin Accounts and/or Stock Options Trading Accounts)

Warning Notice to the Guarantor(s)

1. The Client (as defined below) has applied to utilize the securities trading, stock options trading and/or other related services rendered by Guoyuan Securities Brokerage (Hong Kong) Limited, on the security of the Guarantee to be executed by the undersigned Guarantor.
2. Guarantor's liability under the Guarantee will be unlimited, if he/she/they decide to go on with the transaction and sign and execute the Guarantee.
3. Guarantors are recommended to instruct his/her/their own professional advisers (including lawyer) who will be able at every stage of the transaction to protect the guarantor's interests and to give independent professional (including legal) advice.

To: Guoyuan Securities Brokerage (Hong Kong) Limited

In consideration of your agreeing to provide or continue to provide to _____
(name of the Client) of _____

(address of the Client)(the "Client") securities trading, stock options trading and/or other related services pursuant to an agreement between you and the Client as amended from time to time (the "Agreement") (receipt of a copy whereof is hereby acknowledged), the undersigned hereby agrees as follows :

1. Unlimited Guarantee and Indemnity

- 1.1 I/We, the Guarantor(s) (see Schedule 1 below for particulars of the Guarantor(s)), hereby unconditionally and irrevocably guarantee to you that, if for any reason the Client does not pay any sum due and payable by it under the Agreement, including without limitation all interests, expenses, costs and losses payable thereunder, I/we as primary obligor will pay to you that sum on demand by you provided you shall not be under any obligation, whether to me/us, the Client or otherwise, to make any such demand or to make such demand at any particular time.
- 1.2 As between me/us and you but without affecting the Client's obligations, I/we shall be liable under this Guarantee as if I/we were the sole principal debtor and not merely a surety. I/We agree to pay you such sum as may be demanded by you whether or not you have demanded the Client for payment. Accordingly, I/we shall not be discharged, nor shall my/our liability be affected, by anything which would not discharge me/us or affect my/our liability if I/we were the sole principal debtor including without limitation:
 - (a) any time, indulgence, concession, waiver or consent at any time given to the Client or any other person;
 - (b) any amendment to the Agreement;
 - (c) the making or failure or delay to make any demand on the Client or any other person for payment;
 - (d) the enforcement or failure or delay to enforce the Agreement or this Guarantee;
 - (e) the taking, existence or release of any security interest or other guarantee;
 - (f) the winding-up, dissolution, death, insanity, incapacity or any change in the name, style or constitution or bankruptcy of the Client or any other person, or any step being taken for any such winding-up, dissolution or bankruptcy; or
 - (g) the illegality, invalidity or unenforceability of, or any defect in, any provision of this Guarantee or the Agreement or any of the obligations of any of the parties under or in connection with this Guarantee or the Agreement.
- 1.3 My/Our obligations under this Guarantee are and will remain in full force and effect by way of continuing security until no sum remains to be paid under the Agreement and you have irrevocably received or recovered all sums payable under the Agreement. Furthermore, those of my/our obligations are additional to any other right which you may possess and may be enforced without first having recourse to the Client, any other person or any other security interest. I/We irrevocably waive all notices and (except as required by the above Clause 1.1) demands of any kind.
- 1.4 I/We shall on demand indemnify you against any funding or other cost, loss, expense or liability sustained or incurred by you as a result of being required for any reason (including any bankruptcy, insolvency, winding-up or similar law of any jurisdiction) to refund all or part of any amount received or recovered by you in respect of any sum payable by the Client under the Agreement and shall in any event pay to you on demand the amount so refunded by you.
- 1.5 As separate, independent and alternative stipulations, I/we unconditionally and irrevocably agree that any sum which, although expressed to be payable by the Client under the Agreement, is for any reason (whether or not now existing and whether or not now known or

becoming known to any party to the Agreement) not recoverable from me/us on the basis of a guarantee shall nevertheless be recoverable from me/us as if I/we were the sole principal debtor and shall be paid by me/us to you on demand.

- 1.6 This Guarantee shall be binding on and enforceable against me/us and my/our executors, administrators, legal representatives, successors and assigns until the expiration of three months after your receipt of a written notice to determine this Guarantee served by me/us. Any such notice shall not release me/us in respect of liabilities existing before the expiration of the said notice.

2. Representations and Warranties

I/We represent and warrant to you and for your benefit as follows:

- 2.1 I/We have the power to enter into, exercise my/our rights and perform and comply with my/our obligations under this Guarantee.
- 2.2 All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order to enable or ensure the following have been taken, fulfilled or done:
- (a) I/we lawfully enter into, exercise my/our rights and perform and comply with my/our obligations under this Guarantee,
 - (b) that those obligations are valid, legally binding and enforceable, and
 - (c) that those obligations rank and will at all times rank at least equally and rateably in all respects with all my/our other unsecured indebtedness except for such unsecured indebtedness as would, by virtue only of the operation of law, be preferred in the event of my/our winding-up, dissolution or bankruptcy.
- 2.3 My/Our execution and performance of or compliance with my/our obligations under this Guarantee do not and will not violate or exceed any restriction granted or imposed by any law to which I am/we are subject or my/our constitutional documents, or result in the existence of, or oblige me/us to create, any security over my/our assets.
- 2.4 Each of the representations and warranties in this Clause 2 will be correct and complied with in all respects so long as any sum remains payable under the Agreement as if repeated then by reference to the then existing circumstances.

3. Interest

I/We will pay interest to you, at the rate of interest applicable under the Agreement to overdue sums, on all sums demanded under this Guarantee from the date of your demand or, if earlier, the date on which the relevant damages, losses, costs, liabilities or expenses arose in respect of which such demand has been made until the date of receipt of such sums by you (both before and after judgment) at such rate of interest applicable under the Agreement to overdue sums.

4. Payments

- 4.1 All sums payable by me/us under this Guarantee shall be paid free of any restriction or condition and free and clear of and (except to the extent required by law) without any deduction or withholding, whether for or on account of tax, by way of set-off or otherwise and any payment made shall be grossed up as necessary to achieve the same.
- 4.2 On each date on which any sum is due from me/us, I/we shall make available to you, by payment in Hong Kong dollars or, at your election, in the currency in which the relevant sum would otherwise be payable under the Agreement. Payment shall be made in immediately available funds to such account as you may specify.

5. Set-off

In addition to any general lien or similar right to which you may be entitled at law, you may, at any time and without prior notice, set off or transfer any monies standing to the credit of my/our account with you or any member of your group of whatever description and in whatever currency and whether held singly or jointly with others towards discharge of all my/our liabilities to you or any member of your group whether such liabilities be primary, collateral, several, joint or in other currencies. Insofar as any of the liabilities to you or any member of your group are contingent or future, your liability to me/us to make payment of any sums standing to the credit of any such accounts will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event. For the purpose of this Clause, a company is a member of your group if it is directly or indirectly controlling, controlled by or under common control with you.

6. Assignment

- 6.1 I/We may not assign or transfer all or any of my/our rights or obligations under this Guarantee.
- 6.2 You may assign or transfer all or part of your rights, benefits and obligations hereunder to such person(s) and disclose to a potential transferee or any other person proposing to enter into contractual arrangements with you in relation to this Guarantee such information

about me/us as you may at your absolute discretion think fit.

7. Miscellaneous

- 7.1 Failure or delay in exercising any rights, power or privilege by you in respect of this Guarantee shall not operate as a waiver, nor shall a single or partial exercise, enforcement or waiver of any such rights, power or privilege preclude you from further exercise, enforcement, or the exercise or enforcement of any other right, power or privilege hereunder.
- 7.2 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).
- 7.3 If I/we consist of more than one person, then the liabilities of each such person hereunder shall be joint and several. Any notice, payment or delivery by you to either or any one of such persons shall be a full and sufficient discharge of your obligations to notify, pay or deliver under this Guarantee.
- 7.4 In the event of this Guarantee being determined for any reason whatsoever you may open and continue a new or separate account with the Client in your books and if you do not in fact open such new or separate account you shall nevertheless be deemed to have done so at the time this Guarantee is determined and as from and after that time all payments in account made by the Client to you shall (notwithstanding any legal or equitable rule or presumption to the contrary) be placed or deemed to have been placed to the credit of the new or separate account so opened or deemed to have been opened as aforesaid and shall not go in reduction of the amount secured by this Guarantee at the time this Guarantee is determined provided always that nothing contained in this clause shall prejudice the security which you otherwise would have had hereunder for the payment of the moneys hereby guaranteed.
- 7.5 You are entitled to retain this Guarantee for such period as you deem fit after all the amounts secured by this Guarantee have been fully discharged.
- 7.6 In the event of any discrepancy between the English and the Chinese version of this Guarantee, the English version shall prevail.

8. Communication

- 8.1 Each communication under this Guarantee shall be made by fax or otherwise in writing to the fax number or address last known to the party making the communication.
- 8.2 Any communication or notice from me/us shall be irrevocable and shall not be effective until received by you. Any communication or notice from you to me/us shall be conclusively deemed to be received by me/us.

9. Partial Invalidity

The illegality, invalidity or unenforceability of any provision of this Guarantee under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

10. Personal Data

I/We have read and understood your Notice to Clients relating to the Personal Data (Privacy) Ordinance and agree that my/our personal data held by you may be used for the purposes and disclosed to such classes of persons as stated therein (as amended from time to time).

11. Governing Law

The method (1) described below be selected as the governing law:

- (1) This Guarantee shall be governed and construed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China. I/We hereby submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.
- (2) This Guarantee shall be governed and construed by the laws of the People's Republic of China. If this clause is selected, the Guarantee defined in Article One of this Guarantee Letter shall be a joint and several guarantee liability as defined by the Civil Code of the People's Republic of China, the guarantee period is three years. I/We hereby agree, any dispute, controversy or claim arising out of or relating to the Guarantee Letter, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the China International Economic and Trade Arbitration Commission (CIETAC) Southwest Sub-Commission for arbitration which shall be conducted in accordance with the CIETAC's rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

SCHEDULE 1 : PARTICULARS OF THE GUARANTOR(S)

Name of Guarantor: _____

ID / Passport / CI / BR No.: _____

(please provide a copy of the identity document(s))

Telephone No. / Fax No.: _____

Residential/Registered Address: _____

DATED this _____ day of _____

(For individual guarantor(s) only)

Guarantor Name	)	
	)	_____
		Guarantor's Signature

Witness Name:	)	
ID / Passport No.:	)	
Address:	)	_____
		Witness's Signature

(For corporate guarantor only)

SEALED with the Common Seal	)	
of and SIGNED by	)	_____
		Guarantor's Signature

Witness Name:	)	
ID / Passport No.:	)	
Address:	)	_____
		Witness's Signature