



賬戶號碼 Account No.:	
開戶日期 Account Opening Date:	

客戶資料表 – 公司賬戶
Client Information Form - Corporate Account

ACCOUNT TYPE 賬戶類別

戶口種類 Account Type	<input type="checkbox"/> 現金賬戶 Cash Account	<input type="checkbox"/> 保證金賬戶 Margin Account	
電子服務 Electronic Services	交易確認及賬單透過以下方式發送(只選一項)Trading confirmation and statements will be sent by (select one):	<input type="checkbox"/> 電郵 By email <input type="checkbox"/> 郵寄 By Post (月費 HK\$100) <input type="checkbox"/> 註冊地址 Registered Address <input type="checkbox"/> 通訊地址 Correspondence Address	電郵地址 Email Address : _____ <input type="checkbox"/> 電子交易服務 Electronic Trading Service

CLIENT INFORMATION (FOR CORPORATE ACCOUNT) 客戶資料 (公司戶口)

戶口名稱 Name of Account 英文 English: 中文 Chinese:	營業名稱(如異於公司名稱) Trading Name (if different from Company Name)		
註冊國家 Country of Incorporation	註冊日期 Date of Incorporation	業務性質 Business Nature	
公司註冊證明書編號 Certificate of Incorporation No.	商業登記證編號 Business Registration Certificate No.	公司性質 Nature of Entity (i.e. Partnership, private limited Company, public listed company, etc.)	
註冊地址 Registered Address:			
通訊地址(如與上文不同, 請附上地址證明)Correspondence Address (if different from above please attach address proof) :			
Office Telephone No. 辦事處電話號碼:		Office Fax No. 辦事處傳真號碼:	
銀行賬戶詳情(直接存款) Bank Account details (for direct deposit)			
銀行名稱 Name of Bank	賬戶持有人姓名 Name of Account Holder	賬戶號碼 Account No.	

DIRECTORS' PARTICULARS (Full list) 董事詳情(全部)

姓名 Name:	姓名 Name:
香港身份證號碼/護照號碼 HKID No / Passport No.:	香港身份證號碼/護照號碼 HKID No / Passport No.:
電話號碼 Telephone No.:	電話號碼 Telephone No.:
住址 Address:	住址 Address:
委任日期 Date of Appointment:	委任日期 Date of Appointment:



PARTICULARS OF INDIVIDUAL BENEFICIAL OWNER(S) (shareholding of 25% or more) ¹ (Full list) 個人實益擁有人(持有 25%或以上股權) 註 ¹ (全部)	
姓名 Name:	姓名 Name:
香港身份證號碼/護照號碼 HKID No / Passport No.:	香港身份證號碼/護照號碼 HKID No / Passport No.:
住址 Address:	住址 Address:
作為實益擁有人/受託人所持股份百分比(包括實益擁有人的姓名) % of shares held as Beneficiary / as trustee (include names of beneficiaries):	作為實益擁有人/受託人所持股份百分比(包括實益擁有人的姓名) % of shares held as Beneficiary / as trustee (include names of beneficiaries):
本公司簽署人與最終受益人的關係 Relationship between signatories of the Company and the ultimate beneficiaries:	本公司簽署人與最終受益人的關係 Relationship between signatories of the Company and the ultimate beneficiaries:

FINANCIAL INFORMATION (FOR CORPORATION CLIENT) 財務資料(公司客戶)				
法定股本(港元) Authorised Share Capital (HK\$)	繳足股本(港元) Paid-up Share Capital (HK\$)			
過往三年的除稅後溢利淨額及資產淨值 Net profit after tax and net asset value of the three preceding years:				
	溢利/虧損淨額 Net profit / loss			
	資產淨值 Net asset value			
年份 Year	至 to	HK\$	HK\$	
年份 Year	至 to	HK\$	HK\$	
年份 Year	至 to	HK\$	HK\$	
其他 Others:				
資金來源 Source of funds	財富來源 Source of wealth			

集團內的任何成員公司是否為富盈的客戶? Is any company in your group a client of GTSG 否 No
 是, 請註明公司名稱及賬戶號碼 Yes (please state the name of the company and the account number: _____)

投資經驗及衍生產品認知 INVESTMENT EXPERIENCE & DERIVATIVE PRODUCT KNOWLEDGE

本節應由負責代表貴公司作出投資決策的人士填寫(無論其作為庫務、投資或類似職能的一部分, 或擔任其他職能)。
This Section should be completed by person(s) responsible for making investment decisions on behalf of the company, whether as part of the in-house treasury, investment or similar function, or otherwise.

投資目標 INVESTMENT OBJECTIVES

賺取收入 Generating Income 資本增值 Capital Appreciation 對沖 Hedging 投機 Speculation 其他 Others _____

對衍生產品之認知 DERIVATIVE PRODUCTS KNOWLEDGE:

本人了解衍生產品的性質及風險 I understand the nature and risks of derivative products by:

- 已接受有關的培訓或課程 Undergoing relevant training or attending course in
 - 監管機構 Regulatory Authority 交易所 Exchange 大專院校 Tertiary Institution 進修學院 Education Institution
 - 金融機構 Financial Institution
- 於經紀公司或銀行、基金或資產管理公司、監管機構或交易所等金融機構擁有有關的工作經驗. By gaining prior relevant work experience in financial institutions such as a broker firm or bank, fund house or asset management firm, regulatory authority or exchange.
 - 受監管持牌人士 Regulated Licence Person 管理層 Management Institution 與衍生工具相關後勤 Derivative Related Back Office
- 於過去三年內進行了五次或以上有關衍生產品之交易(不論是否於交易所進行交易) Executing 5 or more transactions in derivative products (whether trade on an exchange or not) within the past 3 years.

¹ Broadly, "beneficial owners" include any individual who (a) owns or controls, directly or indirectly more than 25% of the issued share capital of the company, (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 company, or (c) exercises ultimate control over the management of the company 就廣義而言,「實益擁有人」包括(a)直接或間接擁有或控制公司多於25%的已發行股本,(b)直接或間接有權於公司股東大會上行使或控制行使多於25%的投票權,或(c)對公司管理層行使最終控制權的任何個人。



本人並未有衍生產品之認識 I have NO knowledge of derivative products.

*請提供證明檔或解釋(如課程名稱、工作經驗等) Please provide supporting document(s) or explanation (such course name, work experience etc.)

投資經驗 Investment Experience

產品 Products:

- 上市證券 Listed Securities 年數 Years () 期貨或期權 Futures or Options 年數 Years ()
- 槓桿式外匯 Leveraged Foreign Exchange 年數 Years () 單位信託基金或債券 Unit Trust or Bonds 年數 Years ()
- 其他 Others: _____ 沒有 None
- 市場 Markets: _____

DISCLOSURE OF INFORMATION 資料披露

<p>1. 貴公司或貴集團公司任何股東或董事、其授權人士、最終負責就該(等)賬戶發出指示的人士或該(等)賬戶的最終實益擁有人是否控制富盈另一客戶 35% 或以上的投票權。如是，請提供以下詳細信息： Is the company, any of the shareholders or directors of the company or in the company's group, its Authorised Person(s), the person(s) ultimately responsible for giving Instructions for the Account(s) or the ultimate beneficial owners of the Account(s) in control of 35% or more of the voting rights of another client of GTSG. If yes, please provide the following details:</p> <p>賬戶名稱 _____ 賬號 _____ Name of Account: _____ Account No.: _____</p>	<p><input type="checkbox"/> 是 Yes 關係 relationship: _____</p> <p><input type="checkbox"/> 否 No</p>
<p>2. 貴公司或貴集團公司任何股東或董事、其授權人士、最終負責就該(等)賬戶發出指示的人士或該(等)賬戶的最終實益擁有人是否為由香港證券及期貨事務監察委員會或香港金融管理局發放牌照或註冊的任何實體的董事、僱員或代表，或於持牌法團、註冊經紀交易商、證券交易所、美國證券交易委員會及美國金融業監管局就職？ Is the company, any of the shareholders or directors of the company or in the company's group, its Authorised Person(s), the person(s) ultimately responsible for giving Instructions for the Account(s) or the ultimate beneficial owners of the Account(s) a director, an employee or representative of any entity licensed by or registered with the HK Securities and Futures Commission or the HK Monetary Authority, or employed by a licensed corporation, a registered broker dealer, a stock exchange, the US Securities and Exchange Commission, and the Financial Industry Regulatory Authority.</p> <p>姓名 _____ 中介名稱 _____ Name _____ Name of the intermediary*: _____</p> <p>於中介所持職務 _____ *請提供中介同意函件 (Please provide a consent letter from the intermediary.) Position held at the intermediary: _____</p>	<p><input type="checkbox"/> 是 Yes</p> <p><input type="checkbox"/> 否 No</p>
<p>3. 貴公司或貴集團公司任何股東或董事、其授權人士、最終負責就該(等)賬戶發出指示的人士或該(等)賬戶的最終實益擁有人是否為富盈/其聯繫人士之職員/代理人 或 與富盈或其聯繫人士之職員/代理人有親戚關係?如是，職員/代理人是： Is the company, any of the shareholders or directors of the company or in the company's group, its Authorised Person(s), the person(s) ultimately responsible for giving Instructions for the Account(s) or the ultimate beneficial owners of the Account(s) a relative of an employee or agent of GTSG/its Associates OR a relative of an employee or agent of GTSG/ its Associates? If YES, the name of employee / agent is:</p> <p>姓名 _____ Name _____</p>	<p><input type="checkbox"/> 是 Yes 關係 relationship: _____</p> <p><input type="checkbox"/> 否 No</p>
<p>4. 貴公司或貴集團公司任何股東或董事、其授權人士、最終負責就該(等)賬戶發出指示的人士或該(等)賬戶的最終實益擁有人是否為任何其股份在任何交易所或市場買賣的上市公司的高級管理人員或董事？如是，請註明相關的公司名稱及股份代號： Is the company, any of the shareholders or directors of the company or in the company's group, its Authorised Person(s), the person(s) ultimately responsible for giving Instructions for the Account(s) or the ultimate beneficial owners of the Account(s) a senior officer or director of any listed company whose shares are traded on any exchange or market? If YES, please specify the company name(s) and stock code(s):</p> <p>公司名稱 _____ 股份代號 _____ Company name _____ Stock code: _____</p>	<p><input type="checkbox"/> 是 Yes</p> <p><input type="checkbox"/> 否 No</p>



DECLARATIONS, CONFIRMATIONS AND ACKNOWLEDGEMENTS 聲明、確信及確認

本公司聲明及確認 We declare and acknowledge that:

1. 本公司於富盈開立一個或多個證券買賣戶口(下稱“該戶口”)以進行證券買賣。本公司明白富盈有絕對酌情權，依照條款及條件在適合的情況下，就本公司於證券交易提供財務通融，富盈會為本公司維持並記錄該戶口之交易為保證金證券買賣。富盈同意不時應本公司要求，按其獨自酌情權讓本公司在富盈開立一個或多個戶口並以代理人身份行事(除非客戶協議之條款及條件中特別註明富盈為主事人)。

We wish to open one or more securities trading account (the “Account(s)”) with GTSG for the purchase or sale of securities. We understand that GTSG may, at its absolute discretion, from time to time on the Terms and Conditions GTSG may think fit, provide us with financial accommodation in respect of transactions in securities effected by GTSG. The Account(s) which GTSG maintains for us to record such transactions shall be margin securities trading. GTSG agrees that GTSG will from time to time at our request at GTSG’s sole discretion allow us to open one or more Account(s) with GTSG and will act as agent (except as principal on occasions specified in Client’s Agreement for the Account(s) subject to the Terms and Conditions).

2. 本公司現聲明已閱悉及同意富盈開戶申請表，並已填寫客戶資料表，及已閱悉及同意客戶協議中的條款及條件、保證金客戶之常設授權、個人資料(私隱)條例通知及額外條款及條件(如同時申請網上服務)。上述所有文件均構成富盈與本公司就該戶口達成的協議。本公司現聲明及確認由富盈給予本公司之協議，包括但不限於客戶協議中的風險披露聲明、保證金客戶之常設授權、個人資料(私隱)條例通知以及客戶協議之額外條款及條件(如同時申請網上服務)，富盈是按本公司選擇的語言(英文或中文)提供。本公司獲邀請閱讀該風險披露聲明、保證金客戶之常設授權及個人資料(私隱)條例通知、提出問題並按本身意願選擇是否聽取獨立法律意見(如本公司有此意願)。本公司已獲解釋該風險披露聲明。

We hereby declare that we have read and agreed to GTSG’s Account Opening Form, completed Client’s Information Statement and have read and agreed to Terms and Conditions, Standing Authority for Margin Clients, Notice of Personal Data (Privacy) Policy and Additional Terms and Conditions of Client’s Agreement (if also apply for Web Services) which form the agreement made between GTSG and us in relation to the Account(s). We hereby acknowledge and confirm that Client’s Agreement(s), including but not limited to the Risk Disclosure Statements set out in Client’s Agreement, Standing Authority for Margin Clients, Notice of Personal Data (Privacy) Policy and Additional Terms and Conditions (if also apply for Web Services) of Client’s Agreement, were provided to us in a language of our choice (English or Chinese). We were invited to read the Risk Disclosure Statements, Standing Authority for Margin Clients and Notice of Personal Data (Privacy) Policy carefully, ask questions and take independent legal advice if we wish. We have been explained the Risk Disclosure Statements.

3. 根據就個人資料(私隱)條例有關的通知書，富盈可向其他人士提供本公司的個人資料，供彼等用於直銷推廣。

GTSG may provide our company Personal Data to other persons for their use in direct marketing in accordance with the Notice to Customers Relating to Personal Data (Privacy) Ordinance.

- 本公司確認個人資料(私隱)條例通知並同意富盈使用及向其他人士提供本公司的資料作直接促銷用途。

We acknowledge Notice of Personal Data (Privacy) Policy and consent GTSG to use or provide to other persons our data for use in direct marketing.

- 本公司確認個人資料(私隱)條例通知但不同意富盈使用或提供本公司的資料予其他人士作直接促銷用途。

We acknowledge Notice of Personal Data (Privacy) Policy but do not consent GTSG to use or provide to other persons our data for use in direct marketing.

* 請選擇適當項目 Please tick whichever is appropriate

** 以上代表貴公司現在對是否接收直接促銷聯繫式資料的選擇。請注意，貴公司的選擇適用於通知書上所載的產品，服務及/或標的類別的直接促銷。亦請貴公司參考該通知書上以得知在直接促銷上可使用的個人資料的種類，以及貴公司的個人資料可提供予甚麼類別的人士以供該等人士在直接促銷中使用。

****The above represents your company present choice whether or not to receive direct market contact or information. Please note that your choice applies to the direct marketing of the classes of products, services and/or subjects set out in the Notice. Please also refer to the Notice on the kinds of Personal Data which may be used in direct marketing and the classes of persons to which your Personal Data may be provided for them to use in direct marketing.**

4. 本公司接受本合約之條款及細則以及同意受其約束。

We accept the Terms and Conditions of the Agreement and agree to be bound by them.

5. 本公司已仔細考慮風險披露聲明書及瞭解進行證券買賣所涉及之高風險。考慮到本公司的財務狀況和投資目標，本公司確認本公司之財政能承擔該交易帶來之風險和承受其帶來之任何損失，亦自願確認證券買賣是一項對本公司合適的買賣方式。

We have carefully considered the Risk Disclosure Statement and recognize that trading in securities involves a high degree of risk. Considering our financial position and investment objective, we confirm that we are financially able to assume such risks and to sustain any losses resulting from such trading and voluntarily confirm that trading in securities is a suitable trading vehicle for us.

6. 本公司已於下列日期在本合約上簽署。

We have signed the Agreement on the date shown below.

7. 在不抵觸當地適用法律的情況下，本公司同意富盈可向國內及海外的監管機構或稅務機構提供本公司的資料以確立本公司於任何司法管轄區的稅務責任。

Subject to applicable local laws, we hereby consent for GTSG to disclose, report, or share our information with local and overseas regulators or tax authorities where necessary to establish our tax liability in any jurisdiction.

8. 因應本地及海外監管機構或稅務機構的要求，本公司同意並准許富盈可按適用的法律、法規和指令在本公司之賬戶中扣留相關



所須的款項。

Where required by local or overseas regulators or tax authorities, we consent and agree that GTSG may withhold from our account(s) such amounts as may be required according to applicable laws, regulations and directives.

9. 本公司承諾會與富盈充分合作，以確保富盈就處理與本公司賬戶相關的事宜會符合適用的法律、法規和指令。

We undertake to fully cooperate with GTSG to ensure it meets its obligations under applicable laws, regulations and directives in connection with our account(s).

10. 本公司承認及確認該開戶申請表按本公司所選擇的語言(英文或中文)提供予本公司。該開戶申請表中英文版本如有不一致之處，應以英文文本為準。

We acknowledge and confirm that this Account Application Form was provided to us in either, at our choice, English or Chinese. In the event of any inconsistency between the English and Chinese versions of this Account Application Form, the English version will prevail.

11. 本公司已閱讀及完全明白本合約之條款及細則中的網上交易協議的條款，並接受這些條款的約束。

We have read and fully understood the Terms and Conditions of On-line Trading, and agree to be bound by them.

12. 本公司已要求富盈根據業務條款提供予本公司保證金融資或根據業務條款提供託管服務。本公司理解及確認：(a)本公司將就該等服務獲提供常設授權；(b)現時無任何法例規定本公司必須簽署此常設授權，然而富盈可能需要此授權，例如，以便向本公司提供保證金融資或獲許將有關本公司的證券或證券抵押品作為抵押存放於第三方；及(c)倘本公司未按照富盈規定的形式提供常設授權，富盈可能拒絕向本公司提供該等服務。

We have requested GTSG to provide us with Margin financing pursuant to the Terms of Business or custody services pursuant to the Terms of Business. We understand and acknowledge that: (a)we will be provided with a Standing Authority in relation to such services; (b)we are not required by any law to sign the Standing Authority but it may be required by GTSG, for example, to facilitate Margin lending to us or to allow our securities or securities collateral to be lent to or deposited as collateral with third parties; and (c) GTSG may refuse to provide us with such services if we do not provide a Standing Authority in the form prescribed by GTSG.



STANDING AUTHORITY 常設授權書

《證券及期貨條例》第 148 條及《證券及期貨(客戶證券)規則》第 7 及第 9 條項下之授權 Authority under Section 148 of the Securities and Futures Ordinance and Section 7 and Section 9 of the Securities and Futures (Client Securities) Rules

本授權書是有關處置本公司之證券或證券抵押品，詳列如下：

This letter of authority is in respect of the treatment of our securities or securities collateral as set out below:

除非另有說明，本授權書之名詞與證券及期貨條例及證券及期貨(客戶證券)規則不時修訂之定義具有相同意思。

Unless otherwise defined, the terms used in this letter shall have the same meanings as in the Securities and Futures Ordinance and the Securities and Futures (Client Securities) Rules as amended from time to time.

本授權書授權貴公司 This letter authorises you to:

1. 依據證券借貸協議運用任何本公司的證券或證券抵押品；
apply any of our securities or securities collateral pursuant to a securities borrowing and lending agreement;
2. 將任何本公司的證券抵押品存放於認可財務機構，作為該機構向貴公司提供財務通融之抵押品；
deposit any of our securities collateral with an authorized financial institution as collateral for financial accommodation provided to you;
3. 將任何本公司的證券抵押品存放於香港中央結算有限公司(“中央結算”)，作為解除貴公司在交收上的義務和清償貴公司在交收上的法律責任的抵押品。本公司明白中央結算因應貴公司的責任和義務而對本公司的證券設定第一固定押記；
deposit any of our securities collateral with HK Securities Clearing Company Limited ("HKSCC") as collateral for the discharge and satisfaction of your settlement obligations and liabilities. We understand that HKSCC will have a first fixed charge over our securities to the extent of your settlement obligations and liabilities;
4. 將任何本公司的證券抵押品存放於任何其他的認可結算所或任何其他獲發牌或獲註冊進行證券交易的中介人，作為解除貴公司在交收上的責任和義務和清償貴公司在交收上的法律責任的抵押品；及
deposit any of our securities collateral with any other recognized clearing house, or another intermediary licensed or registered for dealing in securities, as collateral for the discharge and satisfaction of your settlement obligations and liabilities; and
5. 如貴公司在進行證券交易及貴公司獲發牌或獲註冊進行的任何其他受規管活動的過程中向本公司提供財務通融，即可按照上述第(1)、第(2)、第(3)及/或第(4)段所述運用或存放任何本公司的證券抵押品。
apply or deposit any of our securities collateral in accordance with paragraphs (1), (2), (3) and/or (4) above if you provide financial accommodation to us in the course of dealing in securities and also provide financial accommodation to us in the course of any other regulated activity for which you are licensed or registered.

貴公司可不向本公司發出事前通知而採取上述行動。本公司確認本授權書不影響貴公司為解除由本公司或代本公司對貴公司、貴公司之 聯繫實體或第三者所負的法律責任，而處置或促使貴公司的聯繫實體處置本公司之證券或證券抵押品的權利。

You may do any of these things without giving us prior notice. We acknowledge that this authority shall not affect your right to dispose or initiate a disposal by your associated entity of our securities or securities collateral in settlement of any liability owed by or on behalf of us to you, the associated entity or a third party.

此賦予貴公司之授權乃鑑於貴公司同意繼續維持本公司之證券保證金賬戶。

This authority is given to you in consideration of your agreeing to continue to maintain the securities margin account(s) for us.

本公司明白本公司的證券可能受制於第三者之權利，貴公司須全數抵償該等權利後，方可將本公司的證券退回本公司。

We understand that a third party may have rights to our securities, which you must satisfy before our securities can be returned to us.

本授權書的有效期限為十二(12)個月，自本授權書之日起計有效。

This authority is valid for a period of twelve (12) months from the date of this letter.

本公司可以向貴公司客戶服務部位於上述所列明之地址發出書面通知，撤回本授權書。該等通知之生效日期為貴公司真正收到該等通知後之十四(14)日起計。

This authority may be revoked by giving you written notice addressed to the Customer Service Department at your address specified above. Such notice shall take effect upon the expiry of fourteen (14) days from the date of your actual receipt of such notice.

本公司明白貴公司若在本授權書的有效期限屆滿前十四(14)日之前，向本公司發出書面通知，提醒本公司本授權書即將屆滿，而本公司沒有在此授權屆滿前反對此授權續期，本授權書應當作在不需要本公司的書面同意下按持續的基準已被續期。

We understand that this authority may be deemed to be renewed on a continuing basis without our written consent if you issue us a written reminder at least fourteen (14) days prior to the expiry date of this authority, and we do not object to such deemed renewal before such expiry date.

倘若本授權書的中文本與英文本在解釋或意義方面有任何歧義，本公司同意應以中文本為準。

In the event of any difference in interpretation or meaning between the Chinese and English version of this authority, we agree that the Chinese version shall prevail.

本公司就本授權書的內容已獲得解釋，並且本公司明白及同意本授權書的內容。

This authority has been explained to us and we understand and agree with the contents of this authority.



CLIENT'S SIGNATURE 客戶簽署

由 Signed by:	由以下人士見證 In the presence of :
授權人士簽署及公司印章 Authorized Signature with Company Chop	見證人簽署 Signature of Witness
授權人姓名 Name of Authorized Person	見證人姓名 Name of Witness
賬戶名稱 Name of Account	日期 Date
日期 Date	

VERIFICATION OF IDENTITY (if Account Application Form not executed by the client before Licensed Representative of GTSG) 身份核證(倘客戶未能於富盈持牌代表面前簽署開戶申請表)

This is to certify that I have witnessed the signing of the Account Application Form of GTSG by the applicant. I further confirm that I have verified the applicant's identity against his/her identification documentation 本人謹此認證，見證申請人簽署富盈的開戶申請表。本人已核實申請人的身份證明文件，以進一步確認其身份。

Signature of Witness 見證人簽署: _____ Date 日期: _____

Name of Witness 見證人姓名: _____ Occupation 職務: _____

Professional Qualification Obtained by the Witness and the License Number 見證人已取得的專業資格及牌照號碼: _____

Employer Address and Contact of the Witness 見證人僱主的地址及聯繫方式: _____

Note: A witness has to be a registered person, a Justice of the Peace, branch manager of a bank, lawyer, certified public accountant or Notary Public. The witness shall provide a copy of (1)his/her HK ID Card, (2)his/her business card, (3)supporting document(s) of his/her professional qualification. The witness shall also certify copies of the HK ID card(s) and/or passport(s) of all director(s), Authorised Person(s), beneficial owner(s) and person(s) who ultimately originate Instructions to GTSG.

請注意：見證人需為註冊人士、太平紳士、銀行分行經理、律師、註冊會計師或公證人。見證人應提供(1)本人的香港身份證，(2)本人的名片及(3)本人專業資格證明文件的副本。見證人亦應核證所有董事、授權人士、實益擁有人及最終負責向富盈發出指示人士的香港身份證及／或護照副本。

GTSG is a licensed corporation under Securities and Futures Commission (BIT628)

富盈乃香港證券及期貨事務監察委員會之持牌法團 (BIT628)



INTERNAL USE ONLY 內部使用

Risk Disclosure Statements 風險披露聲明

The client has been provided with the relevant Risk Disclosure Statements and disclaimers in a language of the customer's choice. The undersigned licensed or registered staff has invited the client to read the relevant Risk Disclosure Statements and disclaimers set out in the Account Agreement, ask questions and take independent advice if the client wishes.

客戶獲提供以其所選語言編纂的相關風險披露聲明及免責聲明。以下簽名的持牌或登記人員已邀請客戶閱讀賬戶協議所載的相關風險披露聲明及免責聲明、提出問題及徵求獨立意見(如客戶有此意願)。

Signature of Staff Member 簽署: _____ Name 姓名: _____ (CE No. _____)	Date 日期:
Telephone recording 電話錄音	
Time 時間:	Date 日期:
Telephone extension number 電話分機號碼:	Remark 備註:

NOTE 註

Any deletion or amendment on the agreement/any other relevant documents Must be signed by all account holders (full signature)
協議/任何其他相關文件的任何刪除或修訂須由所有賬戶持有人簽署(全名)

Internal Use Only 只供內部使用

Name of AE and AE Code:	Commission Rate & Minimum Charges:	Trading Limit:	
Input Maker (Settlement):	Documentation Checked By:		
Compliance Officer:	Responsible Officer:	Special Approval by Director (if applicable):	



Appendix I – Guarantor 附錄 I - 擔保人

GUARANTOR INFORMATION 擔保人資料

姓名 Name:		香港身份證號碼 / 護照號碼 HK ID Card No./Passport No.:	
英文 English	中文 Chinese		
出生日期(年 / 月 / 日) Date of Birth (yyyy/mm/dd)	手提電話號碼 Mobile Phone No.:	電郵地址 Email Address:	
地址 Address:			
僱主名稱 Name of Employer:	辦公室電話號碼 Office Telephone No.:	辦事處傳真號碼 Office Fax No.:	
辦公室地址 Address of Employer:			
銀行及信貸諮詢 Bank and Credit Reference:			
銀行名稱 Name of Bank	賬戶號碼 Account No.		

FINANCIAL SITUATION 財務狀況

每年收入 Annual Income: 收入來源 Income Source:	<input type="checkbox"/> 薪金/佣金 Salary/Commission <input type="checkbox"/> 股息/利息 Dividend/Interest	<input type="checkbox"/> 租金收入 Rental Income <input type="checkbox"/> 其他 Other: _____	<input type="checkbox"/> 營業溢利 Trading Profits <input type="checkbox"/> 沒有 Nil
估計總金額(港幣) Estimated Total Amount (in HKD)	<input type="checkbox"/> <HKD100,000 <input type="checkbox"/> HKD500,001 – HKD1,000,000	<input type="checkbox"/> HKD100,001 – HKD300,000 <input type="checkbox"/> HKD1,000,001 or more	<input type="checkbox"/> HKD300,001 – HKD500,000
資產淨值(港幣) Net Worth (HKD) 資產來源 Source of Asset:	<input type="checkbox"/> 現金/存款 Cash/Deposit <input type="checkbox"/> 其他 Other: _____	<input type="checkbox"/> 房產 Property <input type="checkbox"/> 沒有 Nil	<input type="checkbox"/> 有價值證券 Valuable Stock
資產淨值概算 Approximate Net Asset Value:	<input type="checkbox"/> <HKD200,000 <input type="checkbox"/> HKD1,000,001 – HKD5,000,000	<input type="checkbox"/> HKD200,001 – HKD500,000	<input type="checkbox"/> HKD500,001 – HKD1,000,000 <input type="checkbox"/> HKD5,000,001 or more



本文件為重要的法律文件。閣下於簽署本擔保書之前務請尋求獨立顧問的意見。

THIS IS AN IMPORTANT LEGAL DOCUMENT. YOU ARE URGED TO SEEK ADVICE FROM AN INDEPENDENT ADVISER BEFORE SIGNING THIS GUARANTEE.

擔保人聲明及擔保書 Guarantor's Declaration and Guarantee

To: Galaxy Treasure Securities Group Limited
致: 富盈證券集團有限公司

1. At our request and in consideration of Galaxy Treasure Securities Group Limited ("GTSG") allowing and accepting the persons named in Part 2 of the Schedule to this Guarantee ("Client") to open and maintain one or more accounts with GTSG, and granting, continuing or affording credit facilities or other financial accommodation to the Client, you (being persons named in Part 1 of the Schedule to this Guarantee) ("Guarantor") unconditionally guarantee, agree and undertake the following:

應吾等的要求及考慮到富盈證券集團有限公司("富盈")允許並接受本擔保書附表第二部分所列人士("客戶")在富盈開立並擁有一個或多個賬戶,以及富盈向客戶授予、延續或給予信貸融資或其他財務貸款,閣下(作為本擔保書附表第一部分所列人士)("擔保人")無條件保證、同意及履行以下責任:

1.1 the due and punctual payment to GTSG of all monies of whatever nature including, without limitation, all commission, purchase consideration, and liabilities, whether actual or contingent, now or hereafter owing to or incurred by GTSG on any account whatsoever of the Client, and whether from the Client solely or with any other person(s), notwithstanding that any credit facilities granted may be invalid or illegal or fettered with irregularity or in excess of the power or capacity of the Client or of any director, attorney, agent or other person purporting to act on behalf of the Client;

及時及準時向富盈支付現時或以後結欠富盈或富盈因客戶任何性質的任何賬戶而產生的任何性質的所有款項,包括但不限於所有佣金、購買代價及負債(不論屬實際負債或或然負債),及無論向客戶單獨收取或向任何其他人士一併收取,儘管所授出的任何信貸額度可能無效或非法或受不合規束縛或超越客戶或任何董事、律師、代理或聲稱代表客戶行事的其他人士的權力或能力;

1.2 the due and punctual payment to GTSG of all interests, in whatever currency, on all liabilities owed by the Client to GTSG hereunder or the outstanding balance thereof until the date when such sums are discharged in full at rate(s) per annum at which the Client would have been liable to pay interest in respect of the monies guaranteed; and

及時及準時向富盈支付客戶於本擔保書項下結欠富盈的所有負債或未償還結餘直至該等金額以客戶就擔保款項有責任支付利息的年利率悉數支付日期的利息(不論以何種貨幣);及

1.3 the due and punctual payment to GTSG of all costs (including legal costs) and expenses arising out of or in connection with the recovery or attempted recovery by GTSG of any monies and interests thereon hereunder,

及時及準時向富盈支付富盈收回或試圖收回之任何金額及利息所產生或與之有關的成本(包括律師成本)及費用,

PROVIDED that the aggregate amount for which the Guarantor will be liable to GTSG under this Clause 1 ("Guaranteed Obligations") will not exceed the sum specified in Part 3 of the Schedule to this Guarantee.

惟於第一條下擔保人須向富盈支付的總金額("擔保責任")將不會超過本擔保書附錄第三部分所規定的金額。

2. Without prejudice to any provision of this Guarantee, the Guarantor agrees to be liable as a primary debtor and is separately and independently liable for the Guaranteed Obligations (and not merely as a guarantor or surety). The Guarantor further agrees to indemnify GTSG in full in respect of the Guaranteed Obligations.

在不影響本擔保書的任何條文的情況下,擔保人同意作為主要債務人,並單獨及獨立地為擔保責任負責(並非僅為擔保人或保證人)。擔保人進一步同意就擔保責任向富盈提供全部彌償。

3. Where the Guarantor consists of more than one person, each Guarantor will be jointly and severally liable for the Guaranteed Obligations. GTSG may release or discharge any such persons from the Guaranteed Obligations or to accept any composition from or make any other arrangements with any of them without prejudicing or affecting GTSG's rights and remedies against the other persons and the death, bankruptcy, insanity, incapacity, insolvency or liquidation of any such persons will have no effect upon the obligations of any other persons hereunder.

倘擔保人由一名以上人士組成,則各擔保人將共同及個別地向擔保責任承擔責任。富盈可從擔保責任解除或撤銷任何該等人士或接受任何重組或在不影響富盈對其他人士權利或補救措施的情況下對其任何人士做出任何其他安排,且任何該等人士的身亡、破產、精神失常、無行為能力、無力償債或清盤將對任何其他人士的責任並無影響。

4. This Guarantee and the Guaranteed Obligations will not be adversely affected, diminished, discharged or impaired by GTSG:

本擔保書及擔保責任將不會因富盈而受到不利影響、減少、解除或受到損害:

4.1 granting time, credit, financial accommodation, indulgence, concession or consent to the Client or any other person; or
貴公司給予客戶或任何其他人士時間、信貸、財務貸款、寬限、通融或同意;或

4.2 enforcing, or failing to enforce, any rights under this Guarantee or the account agreement entered into between GTSG and the Client ("Account Agreement") or other agreement whether because the Client is an infant or under a disability or is an unincorporated body which is under no liability to discharge obligations undertaken or purported to be undertaken on its behalf or for any other reason whatsoever; or
執行或未能執行本擔保書項下任何權利或富盈與客戶訂立的賬戶協議("賬戶協議")或其他協議,即使由於該客戶是一未成年人或無行為能力的人士或非法團體而無法法律責任為自己履行已承諾的或據稱已承諾的責任,或者由於任何其他種種原因;或

4.3 amending, deleting, waiving any terms and conditions in the Account Agreement whether or not such amendment, deletion or waiver is known to or notified to the Guarantor; or
賬戶協議中的任何條款及條件有修訂、刪除或豁免,亦不論擔保人是否知悉或被知會上述修訂、刪除或豁免;或

4.4 varying, realizing, releasing, assigning or abstaining from perfecting or enforcing any guarantees, indemnities, collateral, assurances, bills, notes, rights or security of any kind (irrespective of any invalidity thereof that GTSG may be aware of) which GTSG may hold in respect of the Guaranteed Obligations, whether in the exercise of the rights, powers and remedies vested in GTSG by this Guarantee, the Account Agreement or otherwise; or
改變、實現、解除、轉讓或放棄完善或強制執行富盈對擔保責任可能持有的任何擔保、賠償、抵押品、保證、票據、單據、權利或任何形式的抵押(不論富盈可能知悉的任何無效性),無論是否執行本擔保書、賬戶協議或其他賦予富盈的權利、權力和補償權;或

4.5 opening any new account, closing, suspending or re-designating any account of the Client or renewing, varying or determining any existing



facilities or providing any new facilities to the Client; or

開立新戶口、中止、暫停或重新指定客戶的任何戶口或延續、改變或釐定任何現有融通或向客戶提供任何新的融通；或

- 4.6 compounding with, waiving, discharging, releasing or varying the liability of the Guarantor or any other person, or concurring in accepting or varying any compromise, arrangement or settlement; or
結合、豁免、免除、解除或改變擔保人或其他人的債務，或同意接受或改變任何妥協、安排或和解；或
- 4.7 receiving actual notice of the commencement of the death, bankruptcy, insanity, incapacity, insolvency or liquidation of the Guarantor. In the event of the occurrence of the death, bankruptcy, insanity, incapacity, insolvency or liquidation of the Guarantor, this Guarantee will be binding on the personal representative(s), estate, assignees, executors and administrators of the Guarantor; or
收到擔保人身故、破產、神志失常、無行為能力、無力償債或清盤的實際通知。倘擔保人出現身故、破產、神志失常、無行為能力或清盤的情況，則本擔保書將對擔保人的個人代表、房地產、受讓人、遺產執行人及管理人均具約束力；或
- 4.8 doing or omitting to do or any other circumstances which, but for this provision, might operate to exonerate the Guarantor or any other person.
若非因此條款有所規定，任何可能豁免擔保人或任何其他人士的完成或沒有作出的事情或其他情況。
5. This Guarantee will be a continuing guarantee binding on the Guarantor and will not be considered as satisfied or discharged by any intermediate payment or satisfaction of the whole or any part of the Guaranteed Obligations, any Change or by any other matter or thing whatsoever and will remain in full force and effect until GTSG has executed a full discharge of the Guaranteed Obligations. “Change” refers to any change in the status or composition of GTSG, the Client or the Guarantor whether by change of name or style or, in the case of a company, by amalgamation or reconstruction or any change in constitution (whether in the form of Memorandum and Articles of Association or otherwise) or the formation of and the sale or transfer of the whole or any part of its undertaking and assets to a new entity or, in the case of a firm, sole proprietorship or partnership, the introduction, retirement, removal, death or liquidation of partners (which may include the conversion of a sole proprietorship into a partnership or vice versa) so that this Guarantee will provide assurance for the discharge of the Guaranteed Obligations both before or after any such Change.
本擔保書將持續對擔保人有約束力，且不應因中期付款或全部或部分償還擔保責任、任何變化或任何其他事宜或所引致的事宜而視為得到滿足或解除，本擔保書將一直有十足效力及作用直至富盈落實全面解除擔保責任。“變化”指富盈、客戶或擔保人的狀態或組成出現的任何變化，不管是因為名義或方式的變化，或是(就其作為一家公司而言)公司合併、重整或任何組成文件的變化(不管是以組織章程大綱與組織章程細則還是其他形式)，或形成、出售或轉讓全部或部分業務及資產至新實體，或(就其作為商號經營、獨資經營或合資經營而言)因引進合作夥伴、合作夥伴退出、撤除、身故或清算(包括從獨資轉為合資或由合資轉為獨資)而引起的變化，以致本擔保書須在任何該等轉變前後為擔保責任的解除提供擔保。
6. This Guarantee is in addition to and not in substitution for, and will not be in any way prejudiced or affected by any guarantee, indemnity, collateral or security provided by any person now or hereafter held by GTSG for all or any part of the Guaranteed Obligations nor will such guarantee, indemnity, collateral or security to which GTSG may be otherwise entitled or the liability of any person or persons not parties hereto for all or any part of the Guaranteed Obligations be in anyway prejudiced or affected by this Guarantee. All money received by GTSG from the Guarantor or the Client or any person(s) liable to pay the same may be applied by GTSG to any account or any transaction PROVIDED that GTSG will have an absolute right to elect to enforce any such guarantee, indemnity, collateral or other security.
本擔保書補充及不可取代及不得在任何方面受任何人士就全部或部分擔保責任提供並由富盈目前或以後持有的任何擔保、賠償、抵押品或抵押損害或影響；而本擔保書亦不得對富盈可通過其他方式享有的擔保、賠償、抵押品或抵押，或對由並非本協議一方的任何人就全部或部分擔保責任承擔的負債，以任何方式造成損害或影響。富盈從擔保人、客戶或有責任支付該等款項的其他人士獲得的所有款項，均可用於任何戶口或任何交易，前提是富盈有絕對選擇權執行任何此類擔保、賠償、抵押品或其他抵押。
7. All payments hereunder will be made without any withholding on account of any tax, duty, levy, impost, charge or fee or other cause and without any set-off, counterclaim, restriction, condition or deduction and will be paid in freely and immediately available funds to the credit of such account and in such currency as GTSG may designate. If the Guarantor is required by law to make any deduction or withholding from any payment hereunder, the Guarantor will pay GTSG such additional amounts as may be necessary to ensure the receipt and retention by GTSG (free from any liability in respect of such deduction or withholding) of the full amount which it would otherwise have received. If GTSG is required to make any payment on account of tax with respect to any amount payable by the Guarantor hereunder (not being a tax imposed on GTSG’s net income) or if any liability in respect of any such payment is asserted, imposed, levied or assessed against GTSG, the Guarantor will, upon demand by GTSG, promptly indemnify GTSG against such payment or liability, together with any taxes, interest, penalties and expenses payable or incurred in connection herewith.
本擔保書項下支付的所有款項將不得扣除任何稅款、稅項、徵費、徵稅、收費或費用或其他項目，並且不得抵銷、反申索、限制、附有條件或扣除及應以不受約束及可即時動用資金及以富盈指定的貨幣支付戶口款項。如果法律要求擔保人扣除或預扣本擔保書下任何款項，擔保人將向富盈支付必要的額外費用，以確保富盈收到與保留若非如此原而應收到的全部款項(就該等扣除或預扣不負有任何責任)。如富盈被要求支付有關擔保人在本擔保書下需支付的任何稅款(此非對富盈淨收入徵稅)或發生對富盈主張、徵收、徵稅或評定與該等稅款有關的任何債務，擔保人應在富盈的要求下，即時連同任何需支付或招致的有關稅款、利息、罰金及支出賠償富盈有關該等款項或債務。
8. With respect to any Guaranteed Obligations payable in a foreign currency or in any foreign country, the Guarantor will be obliged to pay to GTSG the relevant unpaid Guaranteed Obligations in the same foreign currency and place in which the same are payable or, at the election and at the request of GTSG, the Guarantor will be obliged to pay to GTSG, the equivalent thereof in HK currency computed at the current selling rate of GTSG, on the date the relevant Guaranteed Obligations became due, for cable transfers of such foreign currency to the place where the same are payable. The Guarantor will indemnify GTSG against, and pay to GTSG on demand the amount of any loss incurred by it arising from any change in the value in HK currency of such foreign currency between the date the relevant Guaranteed Obligations became due and the date of payment thereof. The term “foreign currency” will be deemed in this Guarantee to refer to that type of such currency which under applicable laws and regulations may be used to pay and discharge any relevant Guaranteed Obligations. If on the date the relevant Guaranteed Obligations became due no selling rate is quoted by GTSG for cable transfers of such foreign currency to the place where the same are payable or if at any time GTSG is unable due to interruption of any communications between HK and any foreign office at which the records of the relevant Guaranteed Obligations are maintained or to legal restrictions, acts of war, insurrection or civil uprising at the location of such foreign office, to establish the amount of the relevant Guaranteed Obligations, GTSG may estimate the equivalent in HK currency of the amount of the relevant Guaranteed Obligations on the basis of the last statement or statements received by GTSG from such foreign office and the last quoted selling rate for cable transfers of such foreign currency to the place where the same are payable and the Guarantor will be obliged, on demand, to furnish such security or additional money (as the case may be) or to make such payments on account of its liabilities under this Guarantee as GTSG will request. GTSG will hold such additional security or money as security for the Guaranteed Obligations and the Guarantor will remain liable for all Guaranteed Obligations until they are ultimately determined.
對於須以外幣支付或在國外支付的擔保責任，擔保人有義務以同一外幣及在同一地方向富盈支付相關的未償擔保責任，或在富盈選擇與要求下，擔保人將有義務在相關擔保責任到期日，按富盈當時電匯該外幣至應予以支付地的賣出匯率折算，向富盈支付等值港幣的款項。對於任何因在擔保責任到期日與支付日期間此類外幣的港元幣值變化而導致由富盈承擔的損失，擔保人應向富盈賠償並應按要求向富盈支付。本擔保書中“外幣”



指的是在適用法律與法規下，可用來支付及清償相關擔保責任的此類貨幣。如果在相關擔保責任到期日，富盈並未取得電匯該外幣至應予支付地方的賣出匯率，或任何時候如富盈因香港與掌握相關擔保責任記錄的任何外國辦事處通訊中斷，或因法律限制、戰爭、該外國辦事處所在地發生暴動或叛亂，以致無法確定相關擔保責任的金額，富盈可根據最近從該外國辦事處獲得的最新報表及電匯該外幣至應予支付地方的賣出匯率最新報價，估計相關擔保責任的港幣等值，且擔保人將有義務按需提供該保證或額外款項(視情況而定)，或按富盈要求就其在本擔保書下的債務支付此等款項。富盈將會持有該額外保證或款項，作為對擔保責任的保證。直至最終決定所有擔保責任時，擔保人一直對擔保責任負有責任。

9. The Guarantor represents and warrants to GTSG that the Guarantor has been advised by GTSG to seek independent legal advice with regard to the following: 擔保人向富盈陳述及保證富盈就以下情況已向其作出尋求獨立法律意見的建議：
- 9.1 if the Guarantor is a company 如擔保人為公司：
- (a) the company is duly constituted and in good standing under the laws of the country in which it is incorporated and any jurisdiction to which it is subject and has full capacity to enter into this Guarantee;
該公司在其成立及受管制的司法管轄區之法例下妥為組成及聲譽良好，並具有完全能力簽訂本擔保書；
 - (b) the company has the power to execute and deliver this Guarantee and has taken all action necessary to authorise such execution and delivery and the performance of its obligations hereunder (including, without limitation, the disclosure of information pursuant to Clause 16 of this Guarantee);
該公司有權力執行及交付本擔保書及已作出所有必要的行動授權該執行及交付及履行其在本擔保書項下的責任(包括但不限於以本擔保書第 16 條為依據而進行的資料披露)；
 - (c) neither the execution and delivery of, nor its performance of its obligations under this Guarantee will violate: (1) any law, regulation, decree or legal restriction applicable to it or any order or judgment of any court or agency of government applicable to it or any of its assets; (2) any provision of its constitutive documents; or (3) the terms of any material agreement to which it or any of its assets is subject;
該公司在本擔保書下執行及交付或履行其責任時，將不違反:(1)任何適用的法律、規例、判令或法律限制或任何適用於擔保人或其任何資產的任何法院或政府機關的命令或判決;(2)任何公司組成文件的條款;或(3)任何擔保人或其任何其他資產受制的關鍵協議的條款；
 - (d) the company is not insolvent or subject to any other insolvency procedure, and no proceedings have commenced and threatened nor any receiver, manager, trustee, custodian or analogous officer appointed or order made against the company over any of its assets;
該公司並非無力償債或受制於任何其他破產程序，及並無任何已經向該公司展開、威脅或作出旨在處理其資產的法律程序或命令，亦無接管人、管理人、受託人、保管人或相類人員就此獲委任；
 - (e) the company has the appropriate power and authority to own its assets and to carry on its business as now conducted; and
該公司有適當的權力及授權擁有其資產並繼續經營其現正經營的業務；及
 - (f) the obligations assumed by it under this Guarantee constitute valid, legal and binding obligations enforceable against it in accordance with the terms of this Guarantee; or
該公司在本擔保書下承擔之責任將構成有效、合法及有約束力的責任，並可根據本擔保書的條款對其強制執行；或
- 9.2 if the Guarantor is an individual 如擔保人為個人：
- (a) the individual is of full age and sound mind and has full capacity to enter into this Guarantee;
該人士已達成年及精神健全，並有完全能力簽訂本擔保書；
 - (b) the individual has the power to execute and deliver this Guarantee;
該人士有能力執行及交付本擔保書；
 - (c) neither the execution and delivery of, nor performance of the obligations by the individual under this Guarantee will violate: (1) any applicable law, regulation, decree or legal restriction or any order or judgment of any court or agency of government over the individual or any assets of the individual; or (2) the terms of any material agreement to which the individual or assets of the individual is subject;
該人士在本擔保書下執行及交付或履行其責任時，並無違反:(1)任何對其或其任何資產適用的法律、規例、判令或法律限制或法院或政府機關的命令或判決;或(2)任何該人士或其任何資產受制的關鍵協議條款；
 - (d) the individual is not bankrupt or subject to any other bankruptcy procedure, and no proceedings have commenced and threatened nor any receiver, manager, trustee, custodian or analogous officer appointed or order made against the individual over any of the individual's assets;
該人士並非破產或受制於任何其他破產清盤程序，及並無任何已經向該人士展開、威脅或作出旨在處理其資產的法律程序或命令，亦無接管人、管理人、受託人、保管人或相類人員就此獲委任；
 - (e) the obligations assumed by the individual under this Guarantee constitute valid, legal and binding obligations enforceable against the individual in accordance with the terms of this Guarantee.
該人士在本擔保書下承擔之責任將構成有效、合法及有約束力的責任，並可根據本擔保書的條款對其強制執行。
10. The Guarantor may terminate this Guarantee by giving GTSG no less than 3 months written notice of termination. If such termination notice is given, the Guaranteed Obligations will be the amount as at the expiration of 3 months (“**Notice Period**”) after actual receipt of the termination notice by GTSG, PROVIDED that the Guarantor will continue to be responsible for the Guaranteed Obligations during the Notice Period.
擔保人可向富盈發出不少於三個月的書面終止通知終止本擔保書。倘發出該終止通知，擔保責任將為富盈實際接獲該終止通知後滿三個月(“**通知期間**”)的金額，惟擔保人於通知期間將對擔保責任持續負責。
11. Any release, settlement or discharge between the Guarantor and GTSG will be conditional upon no security, disposition or payment to GTSG in respect of the Guaranteed Obligations being avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any law relating to liquidation, insolvency, composition or arrangement for the time being in force or for any other reason whatsoever. GTSG will be entitled to recover from the Guarantor or any other relevant person the value which GTSG placed upon such security or disposition or the amount of such payment as if such release, settlement or discharge had not occurred.
擔保人與富盈之間的任何責任解除、和解或免除，其先決條件須為對與擔保責任有關的抵押、處置或給予富盈的付款，不得依照當時有效及有關清算、無力償債、債務重整協議或債務安排的法律或其他原因而予以避免、擱置或命令放棄、付掉、退款或減少。富盈將有權從擔保人或其他相關人士收回富盈對此類抵押或處置指定的價值或該等付款的金額，猶如此類解除、和解或免除沒有發生一樣。
12. For so long and in such manner as GTSG may determine without any immediate obligation to apply any monies received under this Guarantee or any part thereof in or towards the discharge of the Guaranteed Obligations, GTSG will be entitled at all times to place and keep in a separate or suspense account to



the credit of the Guarantor, liquidator/executor or personal representative or such person as GTSG may think fit, any monies received under the Guarantee or as a result of the exercise of any rights in favour of GTSG against the Guarantor or the Client in respect of the Guaranteed Obligations. GTSG will be entitled to prove against the Guarantor if any amount standing to the credit of such account had not been received. The Guarantor irrevocably waives any right of appropriation in respect of any sums paid hereunder.

鑑於富盈可決定何時及以何種方式(但並無即時責任)動用根據本擔保書或其任何部分收取的任何款項以履行擔保責任，富盈將有權隨時將根據擔保書收取或就擔保責任向擔保人或客戶行使以富盈為受益人的任何權利而收取的任何款項，記入擔保人，清盤人及/或執行人或代理人或富盈認為合適的其他人士的獨立或暫記賬戶中。如未收到記入該賬戶的任何金額，富盈將有權指證擔保人。擔保人不可撤回地放棄與根據本擔保書支付的任何款項有關的任何挪佔權。

13. The Guarantor agrees and warrants not to 擔保人同意並保證不會：

13.1 exercise any right of set-off, contribution or indemnity or any right to demand or accept repayment of, or payment of interest on, any loans or advances now or in the future due to it from the Client against the Client;

對客戶行使任何抵銷、分擔或賠償權，或要求或接受客戶償還或支付其結欠擔保人的現有或未來任何貸款或墊款或其利息；

13.2 claim any right of subrogation in respect of any guarantee, indemnity, collateral or security held by GTSG in respect of the Guaranteed Obligations unless the Guaranteed Obligations have been paid and discharged in full; or

就富盈所持有的與擔保責任有關的任何擔保、賠償或抵押的申索代位權利，除非擔保責任已獲完全支付或清償；或

13.3 prove otherwise in competition with GTSG in respect of any payment by it hereunder;

就其於本擔保書項下的任何付款在其他方面提供與富盈進行競爭的債權證明；

PROVIDED that the Guarantor may (and will if so required by GTSG) prove in any liquidation or participate in any competition with creditors of the Client or any other person for claims against the Client or such person on condition that the benefit of such claims is held upon trust to pay amounts recovered thereunder to GTSG until the Guaranteed Obligations will have been discharged in full. In the event that the Guarantor acts or takes any steps in contravention of this provision, the maximum Guaranteed Obligations (as set out in Part 3 of the Schedule to this Guarantee) will be increased by the amount of such security or payment obtained by the Guarantor from the Client.

惟擔保人可(及應富盈要求將)在任何清算中提供債權證明，或參與客戶的債權人或任何其他人士向客戶或該等人士提出索賠的競逐，條件是此類索賠的利益須以信託形式持有並將據此收回的款項支付予富盈，直到完全清償擔保責任為止。倘擔保人的行為或採取的任何行動違反該條文，最大擔保責任(載於本擔保書附表第三部分)將增加擔保人向客戶取得的相關抵押或付款的金額。

14. The Guarantor agrees that in addition to any general lien, right to combine or consolidate accounts, right of set-off or other similar right to which GTSG may be entitled by law or pursuant to any other agreement, GTSG will be entitled at any time without notice to the Guarantor to retain, not repay, set-off, transfer or apply all or any of the monies standing to the credit of any account in the Guarantor's name in or towards the discharge of the Guaranteed Obligations or other obligations hereunder and to purchase therewith for the Guarantor's account any other currency required for such purpose.

擔保人同意，除任何一般留置權、組合或合併賬戶的權利、抵銷權或富盈根據法律或任何其他協議有權享有的其他類似權利外，富盈將有權不時在未通知擔保人的情況下保留、不償還、抵銷、轉讓或動用以擔保人名義開立的任何賬戶的全部或任何進項，以履行擔保責任或本擔保書項下的其他責任及就此目的代擔保人購買任何其他貨幣。

15. If this Guarantee ceases for any cause whatsoever to be binding as a continuing guarantee on the Guarantor, GTSG may, without affecting its rights hereunder, to open any account(s) and to continue to provide services to the Client and no money paid into such account(s) by or on behalf of the Client and subsequently drawn out by the Client will on settlement of any claim in respect of this Guarantee be appropriated towards or have the effect of payment of any part of the money due from the Client at the time this Guarantee ceases to be so binding as a continuing guarantee or of the interest thereon unless the person(s) paying in the money at the time in writing directs GTSG specifically to appropriate the monies for that purpose.

如本擔保書因任何原因不再對擔保人構成具約束力的持續擔保，富盈可在不影響本擔保書項下權利的情況下開立任何賬戶及持續向客戶提供服務，客戶或客戶代理存入該賬戶並由客戶隨後提取的任何款項，在用於結算與本擔保書有關的任何索賠和解時，不得撥付或用以支付於本擔保書失去約束力時客戶欠款的部分，或支付該等欠款的利息，除非付款人當時特意書面明示富盈將其用於該撥款目的。

16. The Guarantor authorises GTSG to disclose any information regarding the Guarantor, this Guarantee and the Guaranteed Obligations to:

擔保人授權富盈向以下人士披露有關擔保人、本擔保書及擔保責任的任何資料：

16.1 the Client 客戶；

16.2 any person to whom GTSG proposes to sell, assign or transfer, or has sold, assigned or transferred, all or any of its rights, benefits and obligations under this Guarantee or the Guaranteed Obligations;

富盈擬向其出售、出讓或轉讓或已向其出售、出讓或轉讓本擔保書或擔保責任項下的全部或部分權利、利益及債務的任何人士；

16.3 any person (including credit reference agencies and debt collection agencies) with whom GTSG proposes to enter, or has entered, into any arrangements in respect of this Guarantee or the Guaranteed Obligations;

富盈就本擔保書或擔保責任擬與其訂立或已訂立任何安排的任何人士(包括信用評級機構及債務託收代理)；

16.4 any subsidiaries, affiliates or employee, director, officer, representative, agent or delegate of the Client on a need to know basis for the fulfilment of obligations under this Guarantee and the Account Agreement, provided that the recipient of such information will be required to keep it private and confidential;

需要瞭解履行本擔保書及賬戶協議項下責任的基準的任何附屬公司、聯屬公司或僱員、董事、職員、代表、代理或客戶委託人，惟該等資料的收件人須對相關資料進行保密；

16.5 any governmental or regulatory authority or otherwise required to be disclosed by any law or order of any court of competent jurisdiction, whether or not such request is enforceable;

任何政府或監管機構或根據任何法律或任何有司法管轄權的法庭命令(無論該要求是否可強制執行)另行規定須予披露的其他機構；

16.6 any adviser or lawyer where necessary for the provision of professional services relating to matters under this Guarantee.

於必要時，就本擔保項下的事宜提供專業服務的任何顧問或律師。

17. The Guarantor (if an individual) agrees to be bound by GTSG's notice relating to the Personal Data (Privacy) Ordinance of HK ("Notice") and to the use of personal data in the manner specified in the Notice and agrees that the provision of such Notice will apply generally to GTSG's treatment of personal data about the Guarantor.

擔保人(倘為個人)同意遵守富盈有關香港<個人資料(私隱)條例>的通告("通告"),按照通告規定的方式使用個人資料,並同意該通告的條文將普遍適用於富盈對擔保人個人資料的處理。

18. All notices and communications issued hereunder will be made in writing in Chinese (by hand delivered letter, letter by registered mail, facsimile or letter delivered by courier) and sent to the address of the Guarantor and GTSG, respectively, as set out in the Schedule. Every notice or communication sent hereunder will be effective, (a) if delivered by hand at the time of delivery; (b) if posted by registered mail, where the addressee's address is in the same country as the country of posting, within 5 calendar days after the day of posting; (c) if posted by registered mail, where the addressee's address is not in the same country as the country of posting, within 10 calendar days after the day of posting; or (d) if sent by facsimile, at the time of transmission, provided that the transmission is confirmed by the transmission report showing the correct number of pages having been transmitted, provided, however that any such notice or communication which would otherwise take effect after 4:00 p.m. on any particular day will not take effect until 10:00 a.m. on the immediately succeeding calendar day in the place of the addressee.

根據本擔保書發出的所有通告及通訊將以中文書面形式發出(以專人、掛號信、傳真或快遞方式送達),並分別送達擔保人及富盈於附表所載地址。送出的每項通告或通訊將於下列情況下生效:(a)倘由專人送信,則於寄出時;(b)倘以掛號信方式郵寄且收件人地址所在國家與郵寄國家相同,則於郵寄當天後 5 個曆日內;(c)倘以掛號信方式郵寄但收件人地址所在國家與郵寄國家不同,則於郵寄當天後 10 個曆日內;或(d)倘透過傳真發送,則於傳送時,除非傳送報告顯示已傳送頁數目正確並確認該傳送,否則,任何該通告或通訊將於緊接收件人地址所在地日期後的曆日下午 4 時正後生效,而非同日上午 10 時正前生效。

19. This Guarantee will be construed and governed in accordance with the laws of HK and the Guarantor irrevocably agrees to submit to the exclusive jurisdiction of the courts of HK, provided that such jurisdiction, at the sole option of GTSG, will be non-exclusive.

本擔保書將受香港法律規管並按其詮釋,擔保人不可撤回地同意接受香港法院的專屬司法管轄區管轄,惟富盈可全權決定選擇該司法管轄區為非專屬司法管轄區。

20. In any proceedings hereunder, any copies of the account(s) of the Client presented and signed by any representative duly authorised by GTSG certifying the amount of the Guaranteed Obligations will be accepted by the Guarantor as conclusive evidence.

在本擔保書的任何訴訟中,由富盈正式授權的任何代表所呈列及簽訂用以核證擔保責任金額的客戶賬目副本,將由擔保人接納為不可推翻的證據。

21. The Guarantor irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and its assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from suit, jurisdiction of any court, relief by way of injunction, order for specific performance or for recovery of property, attachment of assets (whether before or after judgment), and execution or enforcement of any judgment to which it or its assets might otherwise be entitled in any proceedings in relation to this Guarantee in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any such proceedings.

擔保人在適用法律許可的最大範圍內不可撤銷地免除所有有關其本人及其資產(不論是其用途或擬作用途)以國家主權或其他類近理由的豁免權、任何司法管轄權、禁制令寬免、強制履行令或收回財產的命令、資產扣押(不管是判決前後),以及有關本擔保書在任何司法管轄區進行的法律程序中,擔保人及其資產以其他方式可享有判決的執行或強制執行,同時擔保人在適用法律許可的範圍內不可撤銷地同意其將不申索任何法律程序豁免。

22. This Guarantee contains all the statements or confirmations given by the Guarantor to GTSG. This Guarantee represents the entire agreement between the Guarantor and GTSG and supersedes any or all prior representation, agreement or understanding between the Guarantor and GTSG.

本擔保書包括擔保人向富盈作出的所有聲明或確認。本擔保書代表擔保人與富盈之間的全部協議,並取代擔保人與富盈先前訂立的任何或全部聲明、協議或諒解。

23. If any provision of this Guarantee is declared or adjudged to be illegal, invalid or unenforceable in any jurisdiction, such illegality, invalidity or unenforceability will not invalidate the remaining provisions of this Guarantee or affect the validity or enforceability of any provision of this Guarantee in any other jurisdiction.

倘本擔保書的任何條文於任何司法權區被宣佈或判定為非法、無效或不可強制執行,則相關非法、無效或不可強制執行不會造成本擔保書的其他條文無效或影響本擔保書任何條文在任何其他司法權區的有效性或可強制執行性。

24. GTSG may assign all or a part only of its rights under this Guarantee to any person without the Guarantor's prior consent. This Guarantee may not be assigned at all by the Guarantor without the prior written consent of GTSG.

未經擔保人事先同意,富盈可將本擔保書下的全部或僅部分權利轉讓予任何人士。未經富盈事先書面同意,擔保人不得轉讓本擔保書。

25. This Guarantee and all rights hereunder are intended for the sole benefit of GTSG and does not imply or create any right on the part of, and is not enforceable by, any other person.

本擔保及其項下的所有權利僅歸富盈所有,並不就任何其他人士表示或設立任何權利,亦不得由任何其他人士強制執行。

26. The English version of this Guarantee will prevail whenever there is any discrepancy between the English and Chinese versions.

本擔保書的英文版與中文版如有任何歧義,概以英文版為準。



附件 SCHEDULE
第一部分 - 擔保人
PART 1 - Guarantor

姓名 Name: _____

地址/註冊辦事處
Address/Registered Office: _____

電子郵件 Email: _____

香港身份證/公司註冊證書號碼
HKID/Certificate of Incorporation Number: _____

第二部分- 客戶
PART 2 - Client

有關 Re:

賬戶名稱 Account Name: _____

賬戶號碼 Account Numbers: _____

地址 Address: _____

第三部分 -限制(倘適用)
PART 3 - Limit (if applicable)

金額(大小寫)Amount (in words and figures): _____
(待填寫大小寫金額。倘不填寫此部分，擔保責任將被視為不受限制。) (To be completed in words and figures. The Guaranteed Obligations will be deemed unlimited if this Part is incomplete.)

此擔保書已由擔保人於 _____ 以契據形式簽立。

This Guarantee has been executed by the Guarantor as a deed on _____.

簽署、蓋章及交付
SIGNED, SEALED and DELIVERED

由下列人士以契據形式簽立 _____)
EXECUTED AS A DEED BY _____)
(擔保人姓名) (Name of Guarantor)

簽署 Signature

在下列人士見證下簽立 in the presence of _____ :

見證人姓名 Name of Witness : _____

簽署 Signature : _____

地址 Address : _____



董事會決議核證摘錄 Extract of Board Resolution

擔保人董事局於_____年_____月_____日在_____召開董事局會議，期間具備會議所需的合法人數，並且正式通過以下決議案：

At a Meeting of the Directors of the Guarantor duly convened and held at the address of : _____

on the _____ day of _____, at which a quorum was present and acting throughout, the following Resolutions were duly passed by the Board of Directors:

1. 決議通過就富盈證券集團有限公司(“富盈”)根據富盈與客戶所訂立而由客戶資料表及附於該表格的現金帳戶協議(可不時由富盈作出修改或增補)所組成的協議(“協議”)(現已夾附該協議的副本)向客戶提供的無論是保證金與否的證券交易、信貸便利及其他財務通融及有關的服務，以擔保人的名義向富盈發出一份擔保書；及

That a guarantee be granted in the name of the Guarantor to Galaxy Treasure Securities Group Limited (“GTSG”) in relation to the provision by GTSG to the Customer of securities trading whether on margin or otherwise, margin facilities and other financial accommodation and related services pursuant to an agreement made between GTSG and the Customer (the “Agreement”) comprising the Customer Information Form and the Account Agreement attached thereto (as may be amended or supplemented by GTSG from time to time)(copy of which said Agreement is attached hereto); and

2. 決議通過在本會議出示的已填妥的擔保書(“擔保書”)，及在擔保人的任何的董事及/或公司秘書或任何授權的代表人在場並按照擔保人的公司章程大綱及細則或其他組織文件的情況下，將擔保人的印章蓋於擔保書上，及在簽妥後將其正本交予富盈。

That the letter of guarantee in such form as completed and produced to this Meeting (the “letter of Guarantee”) be and is hereby approved and the common seal of the Guarantor be affixed onto the Letter of Guarantee in the presence of any director and/or the Company Secretary or any authorized person of the Guarantor in accordance with the Memorandum and Articles of Association or other constitutional documents of the Guarantor and the signed original thereof be delivered to GTSG.

下述簽署人現證明前述為(a)依照擔保人的公司章程大綱及細則或其他組織文件妥善地通過的決議的真實副本；(b)已妥善地記錄在擔保人的會議記錄冊之上；及(c)繼續全面生效及並沒有採取任何行動以撤銷或修訂該等決議案。

I, the undersigned, DO HEREBY CERTIFY that the foregoing is a true copy of the Resolutions which (a) were duly passed in accordance with the Memorandum and Articles of Association or other constitutional documents of the Guarantor, (b) have been duly recorded in the minutes book of the Guarantor, and (c) remain in full force and effect, no action having been taken to rescind or amend the said Resolutions.

日期 Dated this _____ day of _____.

獲擔保人正式授權的代表
Duly Authorized for and on behalf of the Guarantor

授權代表簽署
Signed by the Authorized Person

姓名 Name: _____

職銜 Title: _____



APPENDIX II - SAMPLE BOARD MINUTES 附錄 II - 董事會會議記錄樣本

(公司名稱) (Company's Name)

(「本公司」) (the "Company")

本公司於_____ (日期)(上午/下午)_____ 於_____

_____ (地點) 召開的董事會會議記錄。

Minutes of the Board of Directors of the Company held on _____ (date) at _____ (a.m./p.m.) at

_____ (address).

出席人員 PRESENT:

(董事名稱) (Director's Name)

(董事簽署) (Director's Signature)

1. 會議主席 CHAIRMAN OF MEETING

_____ (主席名稱) 被選為會議 (「會議」) 主席 (「主席」) 並主持會議。 (Chairman's name) was elected as the chairman (the "Chairman") of the meeting (the "Meeting") and took the chair.

2. 通知及法定人數 NOTICE AND QUORUM

會議的正式通知已送達全體董事，且與會人數符合會議法定人數要求，同時主席宣佈會議正式召開及有效。會議自始至終符合法定人數要求。 Due notice of the Meeting had been given to all the Directors and a quorum being present, the Chairman declared the Meeting duly convened and constituted. A quorum had been present throughout the Meeting.

3. 會議目的 PURPOSE OF THE MEETING

務請注意 IT WAS NOTED that:-

- 批准以本公司的名義在富盈證券集團有限公司 (「富盈」) 開立的現金/ 保證金*證券交易賬戶及 (「賬戶」); 及 A Cash / Margin* securities trading account under the name of the Company (the "Account"), be opened with Galaxy Treasure Securities Group Limited (the "GTSG"); and
- 批准開戶文件所規定的條款及條件以及富盈不時規定並知會本公司的有關其他條款 (統稱「協議」)，構成本決議案的一部分 the terms and conditions as stipulated therein the account opening documents and such additional terms to be specified by GTSG and notified to the Company from time to time (collectively, the "Agreement"), which form as integral part of this resolution, be and are hereby approved.

4. 決議案 RESOLUTIONS

茲議決 IT WAS RESOLVED THAT:-

- 授權協議指定或本公司附錄 III 列明的任何一名 / 兩名 / 名*人士 (「獲授權簽署人」) any one / two / _____ * of the persons specified in the Agreement OR listed on the Appendix III (the "Authorized Signatories") of the Company be authorized be and are hereby authorized to:-
 - 代本公司及以本公司名義簽署、簽立及交付富盈就結算與其進行的證券交易及賬戶運作而要求的任何及全部協議、同意、指示函或其他文件 to sign and execute the account opening documentation and other necessary documents relating to the account opening on behalf of the Company, if required, and where necessary to affix the common seal of the Company;
 - 代本公司及以本公司名義簽署、簽立及交付富盈就結算與其進行的證券交易及賬戶運作而要求的任何及全部協議、同意、指示函或其他文件 to sign, execute and deliver for, on behalf of and in the name of the Company, any and all agreements, consents, letters of instruction or other documents required by GTSG for the settlement of securities transactions with GTSG and the operation of the Account;
 - 代本公司及以本公司名義將賬戶內的任何資金或證券從賬戶內提取或轉出; 及 to withdraw or transfer for, on behalf of and in the name of the Company, from the Account any monies or securities contained in the Account; and
 - 作出、簽立及交付對修訂授權屬必要或適當的任何及全部書面背書及文件 to make, execute and deliver any and all written endorsements and documents necessary or proper to amend authorizations.
- 授權協議指定或附錄 III 列明的任何一名人士 (「獲授權交易人士」) 代本公司買賣任何證券發出口頭指示及/ 或透過電子服務系統發出指示 (倘適用); 及 any one of the persons specified in the Agreement OR listed on the Appendix III (the "Authorized Traders") be and are hereby authorized to give verbal instructions and/or instruction through the Electronic Services (where applicable) in relation to the purchase or sale of any securities on behalf of the Company; and
- 將該等決議案遞交予富盈, 該等決議案將持續具有十足效力, 直至董事會通過經修訂決議案, 且經本公司董事正式核證的相關決議案副本交付予富盈為止 these resolutions be communicated to GTSG and remain in full force until an amending resolution has been passed by the Board of Directors and a copy thereof duly certified by a director of the Company be delivered to GTSG.

5. 會議結束 CLOSE OF MEETING

沒有其他事項要處理, 主席宣佈會議結束 There being no further business, the Chairman declared the meeting closed.

(主席簽署) (Chairman's Signature)

(主席姓名) (Chairman's name)



APPENDIX III – AUTHORISED SIGNATORIES
附錄 III – 獲授權簽署人

LIST OF AUTHORISED SIGNATORIES AND SPECIMEN SIGNATURES
獲授權簽署人名單及簽署式樣

<p>1. Signature 簽署</p> <p>_____</p> <p>Name 姓名 HKID / Passport No. 香港身份證號碼/護照號碼: Title 職銜: Tel 電話: Email 電子郵件:</p>	<p>2. Signature 簽署</p> <p>_____</p> <p>Name 姓名 HKID / Passport No. 香港身份證號碼/護照號碼: Title 職銜: Tel 電話: Email 電子郵件:</p>
<p>3. Signature 簽署</p> <p>_____</p> <p>Name 姓名 HKID / Passport No. 香港身份證號碼/護照號碼: Title 職銜: Tel 電話: Email 電子郵件:</p>	<p>4. Signature 簽署</p> <p>_____</p> <p>Name 姓名 HKID / Passport No. 香港身份證號碼/護照號碼: Title 職銜: Tel 電話: Email 電子郵件:</p>

LIST OF AUTHORISED TRADERS AND SPECIMEN SIGNATURES
獲授權交易人士名單及簽署式樣

<p>1. Signature 簽署</p> <p>_____</p> <p>Name 姓名 HKID / Passport No. 香港身份證號碼/護照號碼: Title 職銜: Tel 電話: Email 電子郵件:</p>	<p>2. Signature 簽署</p> <p>_____</p> <p>Name 姓名 HKID / Passport No. 香港身份證號碼/護照號碼: Title 職銜: Tel 電話: Email 電子郵件:</p>
<p>3. Signature 簽署</p> <p>_____</p> <p>Name 姓名 HKID / Passport No. 香港身份證號碼/護照號碼: Title 職銜: Tel 電話: Email 電子郵件:</p>	<p>4. Signature 簽署</p> <p>_____</p> <p>Name 姓名 HKID / Passport No. 香港身份證號碼/護照號碼: Title 職銜: Tel 電話: Email 電子郵件:</p>