



廣發証券(香港)經紀有限公司：公司中文名稱變更之通知

親愛的客戶：

有關：公司中文名稱變更之通知

多謝閣下選用本公司帳戶服務。

敬請注意，本公司之中文名稱已由“廣發證券(香港)經紀有限公司”更改為“廣發証券(香港)經紀有限公司”（更改部分以粗體及下劃線形式強調供您留意），英文名稱“GF Securities (Hong Kong) Brokerage Limited”維持不變，中文名稱變更正式生效日期為 2016 年 9 月 13 日。

敬請注意，本公司之中文名稱更改不會影響閣下與本公司之間（包括但不限於《客戶帳戶之條款及細則》項下的）任何的權利及義務。

倘有任何疑問，請致電客戶服務熱線 3719 1288 / 40086 95575 或親臨本公司查詢。

廣發証券(香港)經紀有限公司謹啟

2016 年 9 月 13 日

此為中文譯本，如與英文版本有歧異，一概以英文版本為準。

GF Securities (Hong Kong) Brokerage Limited: Notice of Change of Chinese Name of the Company

13th September 2016

Dear Valued Customer,

Re: Notice of Change of Chinese Name of the Company

Thank you for choosing our account services.

Kindly note that the Chinese name of the Company has been changed from “廣發證券(香港)經紀有限公司” to “廣發**証**券(香港)經紀有限公司” (changed Chinese character emphasized by bold and underlined fonts for your attention purpose) and the English name “GF Securities (Hong Kong) Brokerage Limited” remains unchanged. The change of Chinese name takes effect from 13 September 2016.

Please note that the change Chinese name of company will not affect any rights and obligations between you and our company, including but not limited to those under the “Terms and Conditions for Client’s Accounts”.

Should you have any enquiries, please call our Customer Service Hotline on 3719 1288 / 40086 95575 or visit our office in person.

Yours faithfully,

GF Securities (Hong Kong) Brokerage Limited

In case of inconsistency between the English and Chinese versions of this letter, the English version shall prevail.

29-30/F, Li Po Chun  
Chambers, 189 Des  
Voeux Road Central,  
Hong Kong  
Tel:852-37191288

香港德輔道中 189 號  
李寶椿大廈 29 及 30 樓  
電話:852-37191288  
<http://www.gfgroup.com.hk>



**廣發證券(香港)經紀有限公司**  
**GF SECURITIES (HONG KONG) BROKERAGE LIMITED**

**MARGIN ACCOUNT OPENING FORM**

**保證金帳戶開戶表格**

**(Corporate Account 公司帳戶)**

Account No  
帳戶號碼 : \_\_\_\_\_

Company Name  
公司名稱 : \_\_\_\_\_

致: 廣發證券(香港)經紀有限公司

I/We hereby apply to GF Securities (Hong Kong) Brokerage Limited to open and maintain a margin securities trading account ("Securities Trading Account") in my/our name for the purpose of instructing GF Securities (Hong Kong) Brokerage Limited to buy and sell, and otherwise deal with, securities and other investments on my/our behalf and I/we hereby accept and agree to be bound by the provisions of this Account Opening Form and the Terms and Conditions for Securities Trading Account.

本人/吾等謹此向廣發證券(香港)經紀有限公司申請以本人/吾等的名義開設及維持保證金證券交易帳戶(「證券交易帳戶」), 以用作指示廣發證券(香港)經紀有限公司代本人/吾等買賣及以其他方式處置證券及其他投資; 而本人/吾等謹此接納並同意受本開戶表格及規限證券交易帳戶之條款約束。

**Selection of Internet Trading 網上交易選擇** (please check the relevant box(es) 請在適當空格加上剔號)

Choose Internet trading facilities 選擇網上交易服務: ☐ Yes 是 ☐ No 否

(Please note that only securities listed in Hong Kong Stock Exchange may be transacted for an Internet trading Account.)

(請注意, 網上交易帳戶只可買賣香港聯合交易所上市之證券。)

**CLIENT INFORMATION STATEMENT 客戶資料聲明**
**1. Corporate Information 公司客戶**

☐ ☒ tick as appropriate 適用者請加上剔號 ☒

Name of Company

公司名稱

Nature of Business

業務性質

BR/CI No. 商業登記/公司註冊號碼:

Place & Date of Incorporation 註冊國家及日期:

Registered/Business Address: 註冊/商業地址

Tel. No.  
電話號碼

Fax. No.  
傳真號碼

**Corporate Structure 公司結構**

The individuals who are directly or indirectly hold 10% or more of the shares in issue or equity interest of the Company

直接或間接持有百分之十或以上公司已發行股份或公司之股本權益的人士

(Attach separate sheet for additional parties) (其他人士, 請以附頁填寫)

Name 姓名	Address 地址	%百分比


**Particular of Directors of the Company 公司董事資詳情**

Name 姓名	HKID No. 香港身份證號碼	Nationality 國籍	Address 地址


**Financial Profile 財務狀況**

Estimated annual income (in HK\$) 估計每年收入 (以港幣計)

☐ Less than 少於 HK\$200,000    
 ☐ HK\$200,000 – HK\$500,000    
 ☐ HK\$500,000 – HK\$1,000,000  
☐ HK\$1,000,000 – HK\$2,000,000    
 ☐ HK\$2,000,000 – HK\$5,000,000    
 ☐ over 多於 HK\$5,000,000

Approximate net value of my assets (in HK\$) 估計淨資產值(以港幣計)

☐ Less than 少於 HK\$500,000    
 ☐ HK\$500,000 – HK\$1,000,000    
 ☐ HK\$1,000,000 – HK\$3,000,000  
☐ HK\$3,000,000 – HK\$8,000,000    
 ☐ HK\$8,000,000 – HK\$40,000,000    
 ☐ over 多於 HK\$40,000,000

**Investment Objectives and Experience 投資目的及經驗**

Investment Objectives 投資目的

☐ Capital Investment and Income 資本投資及收入
 ☐ Hedging 對沖
 ☐ Speculation 投機
 ☐ Other (specify) 其他 (請註明) \_\_\_\_\_

Investment Experience 投資經驗

<u>Products 商品</u>	<u>Years 年期</u>	<u>Average Portfolio Value(HK\$) 平均貨值(以港幣計)</u>
Stock/Warrant 股票/認股權證	_____	_____
Futures/Option 期貨/期權	_____	_____
Bonds/Funds 債券/基金	_____	_____
Forex/Bullion 外匯/貴金屬	_____	_____
Other (specify) 其他(請註明) _____	_____	_____

**Credit Reference 信貸參考**

Bank references (including address, type of account and account number) 銀行提述 (包括地址, 戶口類別及號碼)

<u>Name of Bank 銀行名稱</u>	<u>Address 地址</u>	<u>Type of Account 戶口類別</u>	<u>Account Number 戶口號碼</u>
_____	_____	_____	_____
_____	_____	_____	_____

Other Broker references (including address, type of account and account number) 其他經紀提述 (包括地址, 戶口類別及號碼)

<u>Name of Broker 經紀名稱</u>	<u>Address 地址</u>	<u>Type of Account 戶口類別</u>	<u>Account Number 戶口號碼</u>
_____	_____	_____	_____
_____	_____	_____	_____

**2. Other Information Statement 其他資料聲明****Other Accounts with GF 其他廣發戶口**

Does Client have any other futures, securities or other account with GF Securities (Hong Kong) Brokerage Limited, GF Capital (Hong Kong) Limited, GF Futures (Hong Kong) Co., Limited or their respective associates?

客戶是否於廣發證券(香港)經紀有限公司、廣發融資(香港)有限公司、廣發期貨(香港)有限公司或其聯營公司持有任何其他期貨、證券或其他帳戶?

☐ No 否☐ Yes (insert details below) 是 (請填寫以下資料)

<u>GF Company 廣發公司</u>	<u>Name of Account 戶口名稱</u>	<u>Account Number 戶口號碼</u>
_____	_____	_____
_____	_____	_____

**Declaration of Relationship 關係聲明**

Is Client related to any of your director, officer or employee?

客戶是否與任何董事、主任及職員有任何關連?

☐ No 否☐ Yes (insert details below) 是 (請填寫以下資料)

<u>Name 姓名</u>	<u>GF Company 廣發公司</u>	<u>Relationship 關係</u>
_____	_____	_____
_____	_____	_____

**Declaration of Ownership 擁有權聲明**

I/We hereby declare that I/we am/are the ultimate beneficial owner(s) of the Account 本人/吾等現聲明本人/吾等為該帳戶之最終受益人:

☐ Yes 是☐ No, particulars of ultimate beneficiary(ies) are as follows 否, 下列為實際最終受益人資料:

Name 姓名/名稱 \_\_\_\_\_ \*ID/Passport/Cert of Incorporation No. \*身份證/護照/公司註冊證書號碼

Address 地址 \_\_\_\_\_

\* Delete if not applicable 刪除不適用者

**Trading Authorization 交易授權**

The following person(s) is or are authorized on behalf of the Company to give written and / or oral instructions in relation to the trading of the account.

本公司現授權下列人士代表本公司以書面及/或口頭發出與本戶口交易有關的指示。

Name (English & Chinese) 姓名 (英文及中文)	HKID No. (Or Passport No. & country of issue) 香港身份證號碼 〔或護照號碼及簽發地點〕	Position 職位	Trading Limit 交易限額 (HK\$港幣)	Specimen Signature
(1)				
Tel. No. 電話號碼				

(2)				
Tel. No. 電話號碼				
(3)				
Tel. No. 電話號碼				
(4)				
Tel. No. 電話號碼				

How does Client know about GF Securities (Hong Kong) Brokerage Limited?  
客戶如何認識廣發證券（香港）經紀有限公司？

☐ Website 網頁      ☐ Referral 轉介      ☐ Advertisement 廣告      ☐ Others 其他(please state 請註明：\_\_\_\_\_)

**Specimen Signatures 簽署式樣**  
I/We hereby declare that below is/are my/our specimen signature(s). I/We undertake that any written instruction bearing it/any one of the following specimen signatures (where there are more than one) shall be binding upon me/us.  
本人/吾等現聲明下列式樣為本人/吾等之簽署式樣。本人/吾等承諾，任何具有任何以下其中一個簽署式樣(如多於一個)的書面指示均對本人/吾等構成法律約束力。

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

### 3. Acknowledgment 確認

**Address for correspondence and forwarding of confirmations and statements 單據往來地址**  
Choose one only 只可選擇其一：  
☐ E-mail address 電郵地址 (please state 請列明): \_\_\_\_\_  
☐ Company address 公司地址  
☐ Other mailing address 其他郵寄地址: \_\_\_\_\_

**Receiving Bank Account 收款銀行戶口**  
Please provide details of Client's bank account to which Client's money will be transferred.  
請提供可供轉入客戶款項的客戶銀行戶口的資料。  
Name of Bank 銀行名稱: \_\_\_\_\_  
Address 地址: \_\_\_\_\_  
Account Name 戶口名稱: \_\_\_\_\_  
Account No. 戶口號碼: \_\_\_\_\_ Account Type 戶口類別: \_\_\_\_\_

Standing Instructions for Cash proceeds from the sale of Securities/Dividends received  
股份賣出款項/股息處理指示  
☐ Deposit to bank a/c above    ☐ Safe Custody until notice    ☐ Mail cheques to my correspondence address    ☐ CCASS Investor A/C (No. \_\_\_\_\_)  
存入以上銀行戶口    信託保管直至另行通知    郵寄支票至本人之通訊地址    中央結算投資者戶口(號碼 \_\_\_\_\_)

### 4. Electronic Security Trading Service 電子證券交易服務

Please provide electronic securities trading service for me/us. I/we, the undersigned Client, have read and understood the provisions in connection with electronic securities trading service contained in the Securities Trading Account Terms and accept and agree to be bound by it.

請為本人/吾等提供電子證券交易服務。本人/吾等確認已閱讀並明白證券交易帳戶條款中有關電子證券交易服務的條款，並且接受及同意受束。

\_\_\_\_\_  
Authorized Signature(s) with Company Chop  
公司授權人簽署及公司印章  
Name 姓名：  
Date 日期：

**Information of a Corporate Margin Client with Related Margin Client 公司保證金客戶與有關連保證金客戶所需資料**

If you are a corporate margin client, please state whether any member of your group companies or shareholder alone in control of 35% or more of your voting rights, and opened margin account with GF Securities (Hong Kong) Brokerage Limited?

若閣下是公司保證金客戶，請提供閣下是否有其他集團成員公司或單獨持有閣下 35%或以上投票表決權之股東，並已在廣發證券（香港）經紀有限公司開立保證金戶口？

☐ Yes 有

Name of the group companies / shareholders:

Account No. :

集團成員公司名稱/股東名稱: \_\_\_\_\_ 賬戶號碼: \_\_\_\_\_

☐ No 沒有

☐ N/A, We have no group companies/ shareholders. 不適用，本公司並無其他集團成員公司/股東。

**I / We represent that the information as set out in this section is true, complete, correct and accurate. GF Securities (Hong Kong) Brokerage Limited is entitled to rely fully on such information for all purposes.**

本人/吾等申述本段所列的資料均為真實、完整、正確及準確。廣發證券（香港）經紀有限公司有權完全依賴該等資料。

\_\_\_\_\_  
Client Authorized Signature:

(Together with company chop)

客戶授權代表(連公司印)

Account No.:

帳戶號碼

Date:

簽署日期

## Declarations By Client 客戶聲明

I/We hereby declare that the information as set out in the above Client Information Statement is true, complete and accurate and can be relied upon by you in the satisfaction of your obligations. I/We undertake to notify you promptly in case of any change of information.

本人/吾等謹此聲明開列於上列客戶資料表的資料屬真實、完整及為正確無誤。貴公司可倚賴此等資料以履行其義務。凡上述資料如有任何更改，本人/吾等謹此承諾儘快通知貴公司。

I/We hereby acknowledge and confirm that:

本人/吾等謹此承諾並確認：

- I/we have received, read and understood the Terms and Conditions for Securities Trading Account (and the schedules, appendices and annexes thereto, if any) ("Securities Trading Account Terms"), and I/we accept and agree to be bound by them;  
本人/吾等已收到、閱讀及明白規限證券交易帳戶之條款(包括其附表、附錄及附件(如有)) (「證券交易帳戶條款」)，而本人/吾等接納並同意受該等條款約束；
- the risk disclosure statements (as contained in the Securities Trading Account Terms) were provided to me/us in a language of my/our choice (English or Chinese);  
本人/吾等已獲提供以本人/吾等選擇語言(英文或中文)所撰寫的風險披露聲明(載於證券交易帳戶條款內)；
- I/we was/were invited to read the risk disclosure statements, and to ask questions and take independent advice if I/we so wished; and  
本人/吾等已獲邀請參閱風險披露聲明，並按其意願提出問題及諮詢獨立意見；及
- I/we have read GF's Notice to Customers on the Personal Data (Privacy) Ordinance (as contained in the Securities Trading Account Terms), understand it and agree to its terms.  
本人/吾等已參閱廣發給予客戶有關《個人資料(私隱)條例》的通知(載於證券交易帳戶條款內)，並明白且同意其條款。

Authorized Signature(s) with Company Chop

公司授權人簽署及公司印章

Name 姓名：

Date 日期：

In the presence of 於見證下

Name of Witness 見證人姓名：

Date 日期：

## Declaration by GF Staff 廣發職員聲明

I, named below, a staff member of GF Securities (Hong Kong) Brokerage Limited, hereby declare that I have:

(i) provided to the above-named Client the risk disclosure statements (as contained in the Securities Trading Account Terms) in a language of the Client's choice (English or Chinese);

(ii) invited the Client to read the risk disclosure statement, ask questions and take independent advice if the Client so wishes;

(iii) fully explained the contents of risk disclosure statement to the Client in a language which the Client understands

本人(姓名見下)，為廣發證券(香港)經紀有限公司之職員，謹此聲明，本人：

(i) 已向客戶提供以客戶選擇語言(英文或中文)所撰寫的風險披露聲明(載於證券交易帳戶條款內)；

(ii) 已邀請客戶參閱風險披露聲明，並按客戶的意願提出問題及諮詢獨立意見；

(iii) 已用該客戶明瞭的語言，向該客戶完份解釋本風險披露聲明的內容。

Signature of Staff 職員簽署

Staff Name 職員姓名：

Staff Designation 職員職銜：

CE Number of licensed person 持牌人士的中央編號：

Date 日期: Remark 備註：

## Certification 核證

(must be completed where this Form is not signed before a staff member of GF Securities (Hong Kong) Brokerage Limited)

(如本表格並非在廣發證券(香港)經紀有限公司職員面前簽署，須填寫此欄)

To be certified by a person licensed or registered with Hong Kong SFC or an affiliate of a licensed or registered person, a Justice of the Peace, or a professional person (such as a branch manager of a bank, certified public accountant, lawyer or notary public).

由香港證監會發牌或註冊之人士或其聯繫人士、太平紳士或專業人士(例如銀行分行經理、執業會計師、律師或公證人)核證。

I, named below, certify that I have met and identified each of the person(s) who executed this Form before me, and reviewed the original of his/her ID card(s) or passport(s).

本人(姓名見下)核證已經與本表格簽署人會晤及核對其身份證或護照正本，他(們)並在本人面前簽署本表格。

Signature 簽署

Name 姓名：

Profession 職業：

Date 日期：

Remark 備註：



**(Margin securities account clients must sign this Form, other clients need not)**  
**(保證金證券帳戶客戶必須簽署此授權書，其他客戶不需簽署)**

To: GF Securities (Hong Kong) Brokerage Limited  
廣發證券（香港）經紀有限公司  
29-30/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong  
香港德輔道中 189 號李寶椿大廈 29 及 30 樓

Dear Sir / Madam 敬啟者：

Re : Standing Authority  
有關：常設授權書

This letter of standing authority covers all securities purchased or held by you on my/our behalf.  
本常設授權書是有關一切由 貴公司代表本人/吾等購入或持有之證券。

This letter authorizes you to :-

1. apply any of my/our securities or securities collateral to a securities borrowing and lending agreement;
2. deposit any of my/our securities collateral with an authorized financial institution as collateral for financial accommodation provided to you; and/or
3. deposit any of my/our securities collateral with a 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, without notice to me/us, pursuant to Section 7 of the Securities and Futures (Client Securities) Rules.

本常設授權書，根據《證券及期貨(客戶證券)規則》第 7 條的規定，授權 貴公司：

1. 依據證券借貸協議運用任何本人/吾等的證券或證券抵押品；
2. 將任何本人/吾等的證券抵押品存放於認可財務機構，作為提供予 貴公司的財務通融的抵押品；及/或
3. 將任何本人/吾等的證券抵押品存放於認可結算所或另一獲發牌或獲註冊進行證券交易的中介人，作為解除 貴公司在交收上的義務和清償 貴公司在交收上的法律責任的抵押品，而無須通知本人/吾等。

I/We understand that the recognized clearing house or the intermediary licensed or registered for dealing in securities will have a first fixed charge over my/our securities collateral to the extent of your settlement obligations and liabilities.

本人/吾等明白認可結算所或其它獲發牌或獲註冊進行證券交易的中介人，將因應 貴公司在交收上的責任及債務而對本人/吾等的證券抵押品設定為第一固定押記。

This standing authority does not cover any consideration I/we must pay or be paid for your borrowing, lending, or depositing any of my/our securities. Any consideration must be set in a separate agreement between us.

本授權書並不涉及就 貴公司借、貸或存放本人/吾等任何證券而須支付或收取的任何代價。任何代價均須由本人/吾等與 貴公司另行簽約訂明。

You are accountable to me/us for the return of any securities borrowed, lent, or deposited under this authority.

貴公司須向本人/吾等負責償還有關根據本授權書而作出借、貸或存放之證券。

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

本人/吾等明白本人/吾等的證券可能受制於第三者之權利，貴公司可於全數抵償該等權利後，方將本人/吾等的證券退回本人/吾等。

This authority is **valid for a period of up to 12 months** from the date hereof and may be renewed for subsequent periods of 12 months either with my/our written consent or if I/we am/are given a written notice from you at least 14 days prior to the expiry of such authority and do not object to the renewal of such authority before its expiry. This authority may be revoked at any time on giving 30 days prior written notice to you.

本常設授權書以本函件日期起計**十二個月內有效**，並可於下列情況予以續期，每次續期的有效期為十二個月：本人/吾等以書面形式同意續期；或 貴公司於授權有效期屆滿前不少於十四日向本人/吾等發出書面通知，而本人/吾等於授權有效期屆滿前未有提出反對續期。本人/吾等有權隨時以三十天書面通知 貴公司撤銷此常設授權書。

This letter has been fully explained to me/us and I/we have been advised to seek independent advice, and I/we understand the contents of this letter.

本函件已全部向本人/吾等解釋清楚，並已被提醒可尋求獨立意見。本人/吾等明白本函件的內容。

Yours faithfully,

\_\_\_\_\_  
Authorized Signature(s) with Company Chop  
公司授權人簽署及公司印章

A/C No. 帳號: \_\_\_\_\_

Date 日期: \_\_\_\_\_

Date :

GF Securities (Hong Kong) Brokerage Limited  
29-30/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong

Dear Sirs,

Re : AUTHORIZATION AND INDEMNITY IN RESPECT OF TELEPHONE, FAX & E-MAIL INSTRUCTIONS

I/We (Clients Name(s): \_\_\_\_\_ Acoount No: \_\_\_\_\_) hereby authorize you to accept and act on (but you are not obliged so to do) any instruction, oral or written, whether by telephone, facsimile transmission or e-mail regarding payment or transfer of funds from any of my/our account(s) with you to my/our account Name of the Bank \_\_\_\_\_ Account No. \_\_\_\_\_ upon my/our Payment/Transfer Instruction. Any transaction effected by you on the basis of instructions, oral or written, given or purported to be given by me/us or my/our Authorized Representative(s) by telephone, facsimile transmission or e-mail as aforesaid (collectively referred to as "Payment/Transfer Instructions") shall be binding upon me/us whether made with or without my/our authority, knowledge or consent.

I/We hereby undertake to sign upon you request such documents as you may require to complete the authorization of any transaction completed in accordance with the above Payment/Transfer Instructions in such manner and with such time limit as you may in your discretion require.

In consideration of your agreeing to act in accordance with the above authorization, I/We undertake to keep you indemnified at all times against, and to save you harmless from, all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against you or suffered or incurred by you and which shall have arisen either directly or indirectly out of or in connection with your accepting my/our Payment/Transfer Instructions and acting thereon.

Yours faithfully,

\_\_\_\_\_  
Authorized signature with Company chop

\*Delete whatever is inapplicable

日期 :

致：廣發證券（香港）經紀有限公司  
香港德輔道中 189 號李寶椿大廈 29 及 30 樓

關於電話、傳真及電郵指示之授權及賠償事宜

本人／吾等(客戶姓名: \_\_\_\_\_ 戶口號碼: \_\_\_\_\_) 僅此授權你們按本人／吾等之「付款／轉帳指示」接受任何口頭或書面指示，不論該等指示是以電話、傳真傳遞或電郵方式，並授權你們按照指示採取行動，將本人／吾等於你們公司戶口內之款項支付予或轉帳至本人／吾等於 \_\_\_\_\_ 銀行之戶口（戶口號碼： \_\_\_\_\_）。你們依照任何聲稱由本人／吾等或本人／吾等之授權代表（們）如上述以電話、傳真傳遞或以電郵方式所作出之口頭或書面指示（合稱「付款／轉帳指示」）而完成之交易，不論有否已獲本人／吾等授權，知悉或同意，對本人／吾等須具約束力。

本人／吾等於此承諾會應你們要求，並按你們認為需要之該種方式及於指定時間內，簽署因你們依照上述「付款／轉帳指示」完成任何交易後，而需要完成授權手續之該等文件。

茲因你們同意按照上述授權而行事，本人／吾等承諾於任何時間賠償你們所有直接或間接因你們接受本人／吾等的「付款／轉帳指示」及按此行事而引致之訴案、訴訟、索償、損失、費用及支出。

\_\_\_\_\_  
公司授權人簽署及公司印章

\* 請刪去不適用者

To: GF Securities (Hong Kong) Brokerage Limited ("GFS")

致: 廣發證券(香港)有限公司 ("廣發證券")

Account Number 帳戶號碼 :

\_\_\_\_\_

Account Name 帳戶名稱 :

\_\_\_\_\_

At a meeting duly called and regularly held by \_\_\_\_\_ ("the Company") at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, the following resolutions were passed by the Board of Directors:

\_\_\_\_\_ ("本公司") 董事會於 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日  
在 \_\_\_\_\_ 正式召開會議，並決議事項如下：

**RESOLVED 決議：**

1. That Margin Securities Trading Account be opened with GFS :

於廣發證券開立保證金證券帳戶：

2. That any one of the following (Full Name):

\_\_\_\_\_

be and is hereby authorized for and on behalf of the Company and for the Company's account (i) to purchase or sell or to place orders for the purchase or sale of securities with GFS and, for such purpose(s), to sign, endorse, lodge, deposit all securities purchase or sale orders forms, confirmation slips, share certificates, rights, warrants, bonds, debentures, debenture stock or notes and other securities, and deliver the same or any of them, to GFS endorsed and/or signed by the Company in such manner as may be required by GFS; and (ii) to purchase or write options over securities or to exercise options or to place orders for the purchase or writing of options over securities or the exercise of options with GFS and , for such purpose(s), to sign, endorse, lodge, deposit all purchase or write options orders forms and confirmation slips and deliver the same or any of them to GFS and/or signed by the Company in such manner as may be required by GFS: also to receive all customer's copy of securities/options, purchase or sale order forms or confirmation slips or share certificates, bonds, debentures, debenture stock or notes in connection with securities/options trading account, and credit or debit vouchers charged to any account of the Company and to execute from time to time such receipts or acknowledgment of receipt as may be required by GFS and to execute all agreements as to settlement, balance and verification of all books and accounts between the Company and GFS.

授權以下任何一人 (全名)：

\_\_\_\_\_

代表本公司以本公司之帳戶透過廣發證券 (i) 購買或沽售或給予證券買賣指示，並以此目的，簽署、背書、提交、存入所有證券買賣指示表格、確認收據、股份證明書、供股權、認股證、債券、債權證、債權股票或票據及其他證券，及交付此或任何其一予廣發證券，就因應廣發證券之要求由本公司背書及／或簽署；及(ii) 購買或沽售或行使期權指示，並以此目的，簽署、背書、提交、存入所有期權買賣指示表格及確認收據及交付此或任何其一予廣發證券，就因應廣發證券之要求由本公司背書及／或簽署；及接收所有與此證券／期權帳戶之證券／期權買賣指示表格或確認收據或股份證明書、債券、債權證、債權股票或票據之客戶副本，及向本公司所有帳戶所徵收之進帳或支帳收據及執行廣發證券不時所要求之有收據或確認收據及執行本公司與廣發證券所有協議之交收、結餘及帳戶核對等。

3. That, in connection with the above, the terms of the Margin Securities Account Opening Form and other document(s) (if any) tabled before the Meeting be and is/are hereby approved and that \_\_\_\_\_ be and is/are hereby authorized to sign the same for and on behalf of the Company.

就以上所載，現特此批准提交會議上之以下開戶文件條款及其他文件 (如有) 及授權 \_\_\_\_\_ 代表本公司簽署。

4. That \_\_\_\_\_ be and is/are hereby authorized to execute such other documents, agreements or instruments as may be necessary to achieve the above or incidental to the above.

授權 \_\_\_\_\_ 執行與此其他有關文件，協議或文書以達致上列附帶之目的。

5. That all acts and things done and documents executed on behalf of the Company, as hereinbefore authorized, may be relied upon by GFS and shall be valid and binding upon the Company whether or not the corporate seal of the Company has been affixed thereto.

所有在上文中提及授權代表本公司執行之行爲和事項及簽署之文件，廣發證券均可依據對本公司爲有效及具有約束力，無論該等文件是否加蓋本公司之正式印章。

6. That the Company shall provide GFS with a list of the names of the directors, officers and employees of the Company authorized by this resolution to do any act or thing, together with specimens of their signatures, to be acted upon by GFS until notice to the contrary or of any change therein has been given in writing to GFS.

本公司須向廣發證券提供本公司授權執行所有事項之董事、主任及員工之名單及其印鑑簽署，廣發證券可依據執行，直至接獲任何改動或轉變之書面通知。

Dated the \_\_\_\_\_ day of \_\_\_\_\_.

日期：\_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

\_\_\_\_\_  
Chairman of the Meeting

會議之主席

\_\_\_\_\_  
Secretary of the Meeting

會議之秘書

Name of Chairman:

主席姓名：

Name of Secretary:

秘書姓名：

**Notes 附註：**

1. Any amendments or alteration to the above resolutions should be initialed by the Chairmen.

任何改動或變更需由主席加簽。

In the event of any inconsistencies or discrepancies between the English and Chinese Version, the English version shall prevail.

文義如有歧異，應以英文本爲準。

## 「評估客戶對衍生工具的認識」表格

(必須填寫)

致: 廣發證券(香港)經紀有限公司

### 相關規定

根據於2011年9月4日生效的《證券及期貨事務監察委員會持牌人或註冊人操守準則》第5.1A段，本公司在執行認識你的客戶程式時，應評估客戶對衍生工具的認識，並根據客戶對衍生工具的認識將客戶（《操守準則》第15段所指的專業投資者除外）分類。如客戶被分類為對衍生工具沒有認識，但有意：

(a) 認購在交易所買賣的衍生產品，且本公司沒有向該客戶作出招攬或建議行為，則本公司應向客戶解釋該產品所附帶的相關風險；

(b) 認購並非在交易所買賣的衍生產品，且本公司沒有向該客戶作出招攬或建議行為，則本公司應就有關交易向客戶提出警告，並就有關交易對客戶是否在任何情況下都合適，向客戶提供恰當的意見。

### 重要提示

客戶須向本公司確認客戶(i)已符合「評估客戶對衍生工具的認識」表格所列的其中一項準則(即準則1、2或3)或(ii)已完全明白相關衍生產品或相關衍生產品的風險(即表格中的準則4)，否則，客戶上述的衍生產品買賣指令有可能不被我們接納(但客戶現時持有的衍生產品仍可沽售)。

### 評估客戶對衍生工具的認識的準則及相關客戶聲明

本人/吾等謹此聲明本人/吾等已具備如下加上剔號之「評估客戶對衍生工具的認識」的準則(如適用，可於多於一項準則加上剔號)：

☐ 準則1：本人/吾等曾接受有關衍生產品的培訓或修讀相關課程。

請提供相關培訓或課程詳情：\_\_\_\_\_

☐ 準則2：本人/吾等現時或過去擁有與衍生產品有關的工作經驗。

職位/行業：\_\_\_\_\_ 工作年期：\_\_\_\_\_ 其他資料：\_\_\_\_\_

☐ 準則3：本人在過去三年曾執行過五次或以上有關任何衍生產品(不論是否在交易所買賣)的交易。

☐ 準則4：本人/吾等確認已仔細閱讀及完全明白，由廣發證券(香港)經紀有限公司，並以本人/吾等所選擇之語言(中文或英文)的「在交易所買賣的衍生產品的風險概覽」。本人/吾等並願意承擔交易相關衍生產品所帶來的潛在風險。

客戶簽署(所有聯名客戶必須簽署)

帳戶號碼：\_\_\_\_\_

帳戶姓名：\_\_\_\_\_

簽署日期：\_\_\_\_\_

### 以下只供本公司內部填寫

客戶對衍生工具的認識的分類： ☐ 認識 ☐ 不認識

分類屬不認識的客戶是否已確認閱讀及明白相關產品所附帶的相關風險：

☐ 是 ☐ 不是

其他需跟進事項：

處理：

覆核：

## “匯款通”服務申請表

(請按需要而填寫)

廣發證券（香港）經紀有限公司賬戶資料	
賬戶中文名稱：	
賬戶英文（普通話拼音）名稱：	
商業登記/公司註冊號碼：	
聲明	
<p>本人 / 吾等 確認 及 明白</p> <p>1 《銀行服務》是由上述中國工商銀行（亞洲）有限公司提供的服務，下稱（“銀行服務”）。</p> <p>2 不論廣發證券（香港）經紀有限公司或其聯繫公司均不會就因或有關使用銀行服務；任何中斷、阻截、暫停、延誤、無法使用、損毀或任何其他導致中國工商銀行（亞洲）有限公司無法提供銀行服務；及 無法按客戶給予中國工商銀行（亞洲）有限公司 及 / 或 廣發證券（香港）經紀有限公司 或其聯繫公司的銀行服務指示行事，而產生的後果向客戶或任何其他人士承擔任何賠償責任。</p> <p>3 在任何情況下，廣發證券（香港）經紀有限公司一定不會就有關使用或不能使用銀行服務，及 / 或中國工商銀行（亞洲）有限公司 及或廣發證券（香港）經紀有限公司或其 聯繫公司及 / 或任何其他第三方的行為或疏忽而導致客戶蒙受任何直接、間接、相應而生或特殊的損害，包括但不限於所有損失、費用、支出、利潤 上的損失、營業收入的損失或不成功實現預期的儲蓄，而對客戶或任何其他人士負上任何法律責任，即使 廣發證券（香港）經紀有限公司 或其聯繫公司已事先獲悉有招致此等損失的可能。</p> <p>4 在本申請表中所列之資料為真實、全面、正確。</p> <p>5 匯款通是由中國工商銀行提供的獨立存款服務，屬於廣發證券（香港）經紀有限公司銀行賬戶下的子賬戶。透過該子賬戶，方便客戶直接把款項存進廣發證券(香港)經紀有限公司為客戶開立的同名證券賬戶。</p> <p>6 匯款通的主要作用是僅為提供快捷方便的存款服務，客戶可直接把資金存入以方便進行證券投資。</p> <p>7 匯款通本身並不是一般的銀行賬戶，它僅為一個附帶功能，幫助客戶存款到廣發證券(香港)經紀有限公司之戶口，因此不能直接透過該子賬戶進行提款或轉帳。客戶提款，需向廣發證券(香港)經紀有限公司發出指示，由公司安排處理。</p> <p>8 廣發證券（香港）經紀有限公司可酌情決定是否同意 本人 / 吾等 使用上述銀行服務。</p>	

**注意：**1) 申請批核後，專用賬戶號碼會以電郵 / 郵寄方式通知貴客戶，需時大約三個工作天。

客戶簽名: \_\_\_\_\_ 日期: \_\_\_\_\_

For GF Securities Internal Use 只供廣發證券內部使用				
Verification Steps	Signature Verified	Checked	Inputted	Approved
Signature / Date				

**Note 注意: This Account Opening Form must be accompanied by 本開戶表格須附有:**

- (1) Copy(ies) of the Identity Card or Passport of Principal Shareholders/Directors/Authorized Signatories/Beneficiary Owners of the Company;  
公司主要股東/董事/獲授權簽署人/實益擁有人的身份證或護照副本;
- (2) Original or Copy of Memorandum and Articles of Association of the Company (if any);  
公司組織章程大綱及章程細則之正本或副本(如有者);
- (3) Copy of Certificate of Incorporation of the Company;  
公司註冊證書之副本;
- (4) Copy of Business Registration Certificate of the Company (if any);  
公司商業登記證之副本(如有者);
- (5) Copy of the Certificate of Good Standing/ Certificate of Incumbency (For Overseas Company);  
公司良好存續証書/Certificate of Incumbency 副本(海外註冊公司);
- (6) Copy of Latest Annual return (if any);  
最近週年申請表之副本(如有者)
- (7) Copy of Register of Directors (For Overseas Company);  
董事名單(海外註冊公司);
- (8) Copy of Register of Members (For Overseas Company)  
股東名單(海外註冊公司);
- (9) Other document and/or information as GF may reasonably require.  
廣發合理情況下需要之其他文件及資料。

Branch

營業部名稱: \_\_\_\_\_

AE Code

經紀編號: \_\_\_\_\_

Remark

備註: \_\_\_\_\_

**FOR OFFICE USE ONLY 本公司專用**

Documentation check: \_\_\_\_\_ Prepared by: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

Turnover Limit: \_\_\_\_\_ Interest Rate: \_\_\_\_\_ Brokerage: \_\_\_\_\_

Account Officer: \_\_\_\_\_ Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Remark: \_\_\_\_\_

## 附件(一): 董 事 會 會 議 記 錄

\_\_\_\_\_ (“公司”)  
公 司 董 事 會 會 議 記 錄 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日 於  
\_\_\_\_\_ (地 點) 召 開。

出席董事姓名及簽署:

\_\_\_\_\_ (會議主席)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 1. 法定人數

出席會議的人數達到法定人數，\_\_\_\_\_ 女士/先生\* 獲選為會議主席，並宣佈正式召開會議。

### 2. 開立證券交易帳戶

公司擬於廣發證券(香港)經紀有限公司開立現金/保證金\* 證券交易帳戶。

#### **會議決議:**

(a) 於廣發證券(香港)經紀有限公司開立一個或多個現金/保證金\* 證券交易帳戶 (“交易帳戶”); 以及

(b) 授權以下任何 \_\_\_\_ 位人士代表公司簽訂所有與交易帳戶相關的開戶文件:

姓名	職稱	簽署式樣
_____	_____	_____
_____	_____	_____
_____	_____	_____

(c) 授權以下任何 \_\_\_\_ 位人士代表公司為交易帳戶發出口頭或書面交易指示:

姓名	職稱	簽署式樣
_____	_____	_____
_____	_____	_____
_____	_____	_____



(d) 授權以下任何 \_\_\_\_ 位人士代表公司為交易帳戶發出口頭或書面交收指示:

姓名

職稱

簽署式樣

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 3. 會議結束

沒有其他事務，主席宣佈會議結束。

日期:    年    月    日

\_\_\_\_\_  
主席

## 附件(二): DEED OF GUARANTEE AND INDEMNITY

THIS GUARANTEE AND INDEMNITY dated as of \_\_\_\_\_ (the "Guarantee and Indemnity"), is entered into between:

- (1) **GF SECURITIES (HONG KONG) BROKERAGE LIMITED** (the "**Service Provider**", being a licensed securities dealer registered as such with the Securities and Futures Commission, having its registered office 29-30/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong, which expression includes its successors and/or assigns where the context admits (fax number: (852) 2907 6176); and
- (2) \_\_\_\_\_, holder of Hong Kong Identity Card No. /Passport No. : \_\_\_\_\_  
\_\_\_\_\_ with correspondence address at \_\_\_\_\_  
\_\_\_\_\_ (the "**Guarantor**")

IT IS AGREED as follows:

### 1 DEFINITIONS AND INTERPRETATION

In this deed the title of any provision shall not affect the meaning of that or any other provision and:-

"**Address for Service**" means the Hong Kong address for service identified on the signature page of this deed or such other address in Hong Kong as the Guarantor may notify to the Service Provider at least 10 days before such change;

"**Client**" means \_\_\_\_\_, a company incorporated in \_\_\_\_\_  
with its business office at \_\_\_\_\_  
\_\_\_\_\_;

"**Client's Liabilities**" means all and any of the Client's obligations and liabilities to the Service Providers of any kind and in any currency, whether present or future, actual or contingent and whether as principal or surety or incurred alone or jointly with another, and for the purpose of clause 2.1(2) includes any purported obligation or liability of the Client to the Service Provider which if valid would be comprised in such obligations and liabilities;

"**Expenses**" means all expenses (on a full indemnity basis) from time to time paid or incurred by the Service Provider in connection with the Client's Liabilities or in taking, preserving or enforcing this deed with Interest from the date they are incurred until payment to the Service Provider;

"**Guarantor**" means \_\_\_\_\_, holder of Hong Kong Identity Card No. /Passport No. : \_\_\_\_  
\_\_\_\_\_ with correspondence address at \_\_\_\_\_  
\_\_\_\_\_

"**Interest**" means the rate per annum equal to 3 per cent above the prevailing prime rate as published by The Hong Kong and Shanghai Banking Corporation from time to time or the rate per annum equal to 3 per cent over the Service Provider's cost of funds, whichever is higher.

### 2. GUARANTEE AND INDEMNITY

- 2.1 **Guarantee, indemnity and expenses:** In consideration of the Service Provider providing or continuing securities trading and/or margin financing facilities to the Client, the Guarantor (1) guarantees to discharge on the Service Provider's demand from time to time the Client's Liabilities and to pay Interest on the amount demanded from the date of demand until payment to the Service Provider, (2) agrees as an additional and independent obligation that, if any of the Client's Liabilities are not recoverable from the Guarantor under the above guarantee for any reason, the Guarantor will be liable to the Service Provider as a principal debtor by way of indemnity for the same amount as that for which the Guarantor would have been liable had those Client's Liabilities been so recoverable (and the Guarantor will discharge that liability on the Service Provider's demand from time to time and will pay Interest on any amount demanded from the date of demand to the date of payment to the Service Provider) and (3) agrees to pay to the Service Provider on its demand from time to time the Expenses.

- 2.2 Continuing security:** This deed shall be a continuing security until the expiry of one month from the date of receipt by the Service Provider of written notice from the Guarantor or his personal representative(s) to discontinue it. Notice of discontinuance shall not affect (1) the liability of the Guarantor giving such notice or his personal representative(s) under this deed for the Client's Liabilities as at the expiry of such notice and any Client's Liabilities arising after such expiry but pursuant to a commitment of the Service Provider undertaken before such expiry or (2) the liability of any Guarantor who has not given such notice.

### **3 PRESERVATION OF GUARANTOR'S LIABILITY**

- 3.1 Action or inaction by Service Providers:** Without notice to the Guarantor and without releasing the Guarantor's liability, the Service Provider may (1) grant, discontinue, increase, reduce, terminate or vary in any way any agreement with or financial accommodation to the Client or any other person or any related commission, charges, interest or fees, (2) allow to the Client or to any other person any time, indulgence or other concession, (3) enter into, vary, release or refrain from taking, perfecting or enforcing any right or security which it holds or is to hold from the Client or any other person and (4) do or neglect to do anything which (but for this clause) might operate to release or reduce the Guarantor's liability under this deed.
- 3.2 Other circumstances:** The Guarantor's liability to the Service Provider shall not be affected by any of the following, namely (1) any security given or payment made to the Service Provider being avoided or reduced under any law relating to insolvency, (2) any change in the Service Provider's, the Guarantor's or the Client's constitution or composition or any statutory or other compromise or arrangement with creditors affecting the Client, (3) the insolvency, incapacity, lack of authority, death or disability of the Guarantor or the Client or of any person purporting to act on behalf of either of them, (4) any other right or security held by the Bank at any time being defective, void or unenforceable, (5) where the Guarantor comprises more than one person, any such person (a) not executing or becoming bound by any of the provisions of this deed or (b) being released from or ceasing to be bound by any such provision, in each case whether or not by agreement with the Service Provider.
- 3.3 Other defences:** The Guarantor's liability under clause 2.1(1) shall not be affected by anything which would not have released or reduced such liability had such liability been as a principal debtor instead of as a guarantor.

### **4 PRESERVATION OF SERVICE PROVIDERS' RIGHTS**

- 4.1 Preservation of security and rights:** This deed is in addition to any other right or security held by the Service Provider at any time and shall not merge with or prejudice or be prejudiced by any such right or security or any other contractual or legal rights of the Service Provider.
- 4.2 Release conditional:** Any release, settlement, discharge or arrangement relating to the Guarantor's liability under this deed shall be conditional upon no payment, assurance or security received by the Service Provider in respect of the Client's Liabilities being avoided or reduced under any law relating to insolvency, and the Service Provider may after any such avoidance or reduction exercise all or any of its rights under this deed and/or any other rights which it would have been entitled to exercise but for such release, settlement, discharge or arrangement.
- 4.3 Restrictions on Guarantor's rights:** Until all claims of the Service Provider in respect of the Client's Liabilities have been discharged in full, the Guarantor shall not (1) be subrogated to any of the Service Provider's rights or (2) take any steps to enforce any claim that it may have against the Client or (3) hold any security from the Client, in each case without receiving the Service Provider's prior written consent.
- 4.4 Other payment sources:** The Service Provider may obtain payment of the Client's Liabilities from any sources in any order without releasing or reducing the liability of the Guarantor and may enforce this deed before or after resorting to any such other means of payment without entitling the Guarantor to any benefit.
- 4.5 Continuation of accounts:** The Service Provider may continue the account(s) of the Client or open a new account(s) despite discontinuance or demand under this deed and, whether or not the Service Provider continues such account(s) or opens any such account(s), the Guarantor's liability for the Client's Liabilities at the date of discontinuance or demand shall not be released or affected by any subsequent payment into or out of any of the Client's account(s) with the Service Provider.

## 5 PAYMENTS

- 5.1 Deductions:** All payments by the Guarantor shall be made (1) in immediately available funds to the credit of such account as the Service Provider may designate and (2) in full without any set-off, counterclaim or (except as required by law) tax or other deduction. If any such deduction is so required, the Guarantor shall simultaneously pay to the Service Provider such amount as is necessary to ensure that the Service Provider receives a net sum equal to what it would have received had no deduction been made.
- 5.2 Set off:** The Service Provider shall be entitled at any time or times without notice (both before and after demand) to set off any liability of the Guarantor to the Service Provider against any liability of the Service Provider to the Guarantor (in either case whether actual or contingent, present or future and irrespective of the currency or place of payment) and may for such purpose convert or exchange any currency.
- 5.3 Restriction:** Despite any term to the contrary in relation to any deposit or credit balance at any time on any account of the Guarantor with the Service Provider, no such deposit or balance shall be repayable or capable of being assigned, mortgaged, charged or otherwise disposed of or dealt with by the Guarantor before every liability of the Guarantor to the Service Provider has been discharged, but the Service Provider may permit any withdrawal without affecting the continued application of this clause.
- 5.4 Appropriation:** The Service Provider may (1) apply any payments received in respect of the Client's Liabilities, Interest or Expenses in or towards discharge of such part of all or any of them as it thinks and (2) place any money received under this deed to the credit of a securities realised account for so long as it thinks fit without any obligation in the meantime to apply such money in or towards discharge of any of the Client's Liabilities, Interest or Expenses.
- 5.5 Currency indemnity:** If the Service Provider at any time receives a payment (including by set-off) in the wrong currency and the amount of the right currency which it is able to buy (after deduction of any relevant costs) with the amount received falls short of the amount payable in the right currency, the Guarantor as a separate and independent obligation shall on demand from time to time indemnify the Service Provider against such shortfall and pay Interest on such shortfall from the date of such receipt until such shortfall is paid.

## 6 COMMUNICATIONS

- 6.1 Manner:** All communications under this deed must be in writing. Any communication may be made by prepaid post or fax delivered to the Service Provider or the Guarantor at its address or fax number shown on page 1 (for the Service Provider) or the signature page (for the Guarantor) unless it has communicated another address or fax number to the others in which case it must be sent to the last address or fax number so communicated. Communications to the Guarantor may also be sent in such manner or delivered to a place of business for it last known to the Service Provider or the Address for Service.
- 6.2 Delivery:** A communication to the Guarantor by post will be deemed made on the day after posting (but if to another country five days after posting). A communication to the Guarantor by fax will be deemed made when the Service Provider's fax machine records a complete transmission. A communication by the Guarantor will be deemed made only when actually received by the Service Provider.
- 6.3 Probate/administration:** Until the Service Provider receives notice in writing of the grant of probate or administration of the Guarantor, any communication by the Service Provider sent or delivered in accordance with clause 6.1 shall be deemed served on the Guarantor or his personal representative(s).

## 7 LAW, JURISDICTION AND TRANSFER

- 7.1 Law and jurisdiction:** This deed is governed by and will be construed in accordance with Hong Kong law. The Guarantor irrevocably agrees that (1) the Hong Kong courts are to have non-exclusive jurisdiction to settle any disputes and to entertain any suit, action or other proceedings arising out of or in connection with this deed and (2) the Address for Service shall be an effective address for service of such proceedings in the Hong Kong courts on the Guarantor.
- 7.2 Transfer:** The Service Provider may (1) assign and/or transfer any one or more of its rights and/or obligations under this deed or under any other agreement or document relating to the Client's Liabilities without the consent of the Guarantor and (2) give such information relating to the Guarantor or this deed as it

thinks fit to any person who proposes taking an assignment from it and/or entering into contractual relations with it with respect to this deed.

## 8 MISCELLANEOUS

- 8.1 Delay or omission:** Neither Service Provider's rights and powers under this deed will be affected or impaired by any delay or omission by the Service Provider in exercising them or any previous exercise of any such rights or powers.
- 8.2 Interest:** Interest payable by the Guarantor will accrue (both before and after judgment) on a daily basis and on the basis of a 360 or 365 day year and will be compounded (both before and after judgment) in each case according to the usual practice of the Service Provider.
- 8.3 More than one Guarantor:** Where more than one Guarantor enters into this deed, including where the Guarantor comprises partners in a firm, (1) the liability of each Guarantor shall be joint and several, (2) any communication under this deed shall be deemed to be served on every Guarantor if served on any Guarantor and (3) if any person is admitted as a partner of such firm the other partners shall procure that such new partner undertakes to adopt and be bound by this deed as if he had originally been a party to it.
- 8.4 Severability:** Each of the provisions of this deed shall be severable and distinct from one another and if at any time any one or more of those provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.
- 8.5 Certificates:** A certificate signed by an official of the Service Provider as to the amount due or owing from the Client or the Guarantor shall be conclusive evidence against the Guarantor except in the case of manifest error or on any question of law.

IN WITNESS whereof this Deed has been executed by the Guarantor and is intended to be and is hereby delivered on the day and year first above written .

SIGNED, SEALED AND DELIVERED BY )

GUARANTOR : )

Name : \_\_\_\_\_)

Holder of HKID No. \_\_\_\_\_/Passport No. \_\_\_\_\_)

Correspondence Address : \_\_\_\_\_)

\_\_\_\_\_)

in the presence of : \_\_\_\_\_)

\_\_\_\_\_)

\_\_\_\_\_  
Witness (Signature)

Name :

This Guarantee and Indemnity is dated this \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year