

DEED OF GUARANTEE

To: **Soochow Securities International Brokerage Limited** ("the Company")

Client Name : _____

Account No. : _____

In consideration of the Company agreeing to provide or continue to provide to the Client securities trading under the Securities Trading Cash Client Account and/or Securities Trading Margin Client Account* (the "Account") opened with the Company and/or other related services pursuant to the terms of the Account Opening Form and Securities Trading Cash Client Agreement and/or Securities Trading Margin Client Agreement* (the "Agreement") agreed and any supplemental terms agreed and to be agreed between the Company and the Client, We hereby agree as follows:

1 Guarantee

- 1.1 We unconditionally and irrevocably agree with the Company as principal obligor and not merely as surety to pay and satisfy to the Company on demand all balances which are now or may be from time to time hereafter due to the Company by the Client in whatever capacity under the Account pursuant to the Agreement, including:
 - (a) in case of the death, bankruptcy, liquidation, incapacity, disability or lack or limitation of authority or power of the Client, all sums owing to the Company under the Account prior to its receiving the actual notice of such event; and
 - (b) all monies or liabilities owing under any credit or facilities granted to the Client under the Account notwithstanding any invalidity or irregularity of such grant or arrangement.
- 1.2 The Company may at all times without notifying and obtaining consent from us and without affecting our liability hereunder:
 - (a) grant, extend, vary or determine any credit, facility or accommodation to the Client;
 - (b) vary the interest rate to the Account;
 - (c) grant any time or indulgence to the Client under the Account.
- 1.3 To secure our obligations hereunder, we hereby grant to the Company a security interest in, a general continuing lien upon and a right to set-off against (i) all our present and future credit balances with the Company or its Affiliates and our other present or future claim against the Company or its Affiliates and (ii) all our interest in or to any securities and commodities and other properties which have been or at any time shall be delivered to or otherwise come into the possession, custody or control of the Company or its Affiliates.
- 1.4 The notices, statements or other communications issued by the Company in relation to the Account shall be accepted by us as conclusive evidence to the amount or liabilities under the Account and/or under this Deed of Guarantee unless written notice from us to the contrary is received by the Company within 5 calendar days from the date thereof.
- 1.5 Our liability hereunder will not be affected by the Company failure to take steps to recover the monies against the Client or enforce any security or the invalidity of any security.
- 1.6 Notwithstanding that the Client is an unincorporated body which has no legal existence, this Deed of Guarantee shall be valid and binding on us.
- 1.7 Our liability hereunder will not be affected by any change in the constitution of the Client or the death of any partner therein.
- 1.8 This Deed of Guarantee shall be a continuing security and shall cover all sums of money which shall for the time being constitute the balance due from the Client to the Company under the Account unless and until the Company has expressly consented to our termination of this Deed of Guarantee in writing.
- 1.9 This Deed of Guarantee shall be a continuing security binding on our respective executor, administrator, personal representative, official receiver or liquidator.
- 1.10 The Company may place and keep any monies received by virtue of this Deed of Guarantee (whether before or after the insolvency or liquidation of us or the Client) to the credit of a suspense account for so long as the Company think fit in order to preserve its right to sue or prove for the whole amount of its claims against us, the Client or any other person.

2 General

- 2.1 We represent and warrant to the Company that we have full power, authority and legal right to enter into and engage in the transactions contemplated by this Deed of Guarantee.
- 2.2 If this Deed of Guarantee is given by more than one party, our liability hereunder shall be joint and several and none of us shall be released from our liabilities hereunder by death of the other(s). Our liability under this Deed of Guarantee shall not be affected by any guarantee provided to the Client or for the Account by any other party.
- 2.3 The Company may assign all or part of its rights under this Deed of Guarantee to any person without any prior consent or approval by us.
- 2.4 Any communication from us shall not be effective until duly received by the Company.
- 2.5 All notices and communications to us shall be considered effectively given via mail, facsimile, delivery, telephone or electronic transmission at the address or number given by us herein or hereafter from time to time. Such notices and communications shall be deemed to be received (a) on the second business day after such notice is mailed (in the case of mailing) and (b) when delivered (in the case of personal delivery) or communicated (in the case of facsimile, telephone or electronic transmission).
- 2.6 If any provision herein is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions

shall not be affected or impaired.

- 2.7 We have read and understood your Notice on Personal Data relating to the Personal Data (Privacy) Ordinance and agree that our personal data held by you may be used for the purposes and disclosed to such classes of persons as stated therein (as amended from time to time).
- 2.8 We acknowledge that we understand and accept all provisions set out in this Deed of Guarantee. In the event of any inconsistency between English version and Chinese version of this Deed of Guarantee, the English version shall prevail.
- 2.9 This Deed of Guarantee shall be governed and construed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China. We hereby submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.
- 2.10 Except as expressly provided for in this Deed of Guarantee, any person who is not a party to this Deed of Guarantee shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any term of this Deed of Guarantee. Notwithstanding any provision of this Deed of Guarantee, the rights of the parties to terminate, rescind, or agree on any variation, waiver, or settlement under this Deed of Guarantee are not subject to the consent of any third party at any time.

Date (dd/mm/yy) _____

COROPORATE GUARANTOR

EXECUTED and DELIVERED)
 as a **DEED** by)
)
)
)
)
 for and on behalf of)
[Corporate Guarantor Name]) _____
) Name:
 Title:

SIGNED BY)
 Witness) _____
 Name) _____
 HKID/PP No) _____
 Occupation) _____
 Tel no) _____
 Address) _____

* Delete where not applicable.