

## LETTER OF GUARANTEE

### 擔保書

This Letter of Guarantee (the “Guarantee”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the following parties:

本擔保書於 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日：

**BY:** \_\_\_\_\_, whose ID No./Passport No./Business Registration No. \_\_\_\_\_  
\_\_\_\_\_ ) (the “Guarantor”), whose registered address is: \_\_\_\_\_

**由:** \_\_\_\_\_, 其身份證/護照號碼/商業登記號碼 \_\_\_\_\_ )  
以下稱為「擔保人」), 其地址為: \_\_\_\_\_。

#### **IN FAVOUR OF :**

Wing Fung Bullion Limited (“WF Bullion”), whose registered office is 20/F, Wing On House, 71 Des Voeux Road Central, Hong Kong.

以下列公司為受益人而訂立:

永豐金銀投資有限公司(「永豐金銀投資」), 其註冊辦事處為香港中環德輔道中 71 號永安集團大廈 20 樓全層。

The Guarantor is willing and accepts \_\_\_\_\_ as a client of WF Bullion (“this Client”) (whose ID No./Passport No./Business Registration No. \_\_\_\_\_) with the issue of this Guarantee for the opening trading account(s) with WF Bullion, and WF Bullion agrees to accept this Guarantee as a precondition to accept or continue to open or maintain one or more accounts for this Client.

擔保人願意並接納 \_\_\_\_\_ 為永豐金銀投資客戶(以下稱為「此客戶」)(其身份證/護照號碼/商業登記號碼 \_\_\_\_\_) 所開設在永豐金銀投資交易帳戶而出具本擔保書; 及永豐金銀投資同意接納本擔保書作為一項先決條件, 以接納或持續為此客戶開設或維持一個或多個帳戶。

#### **NOW THIS GUARANTEE WITNESSES as follows:**

茲訂立本擔保書以證明如下：

1. WF Bullion and such other affiliated companies are fully compensated for and are protected from being subject to any damage due to the fault caused by this Client because of the observance and implementation of this Guarantee or any terms and provisions of the Guarantee.  
完全賠償和保護永豐金銀投資以及其同一集團所屬公司不受任何由於此客戶在遵守和執行上述協定或其中任何一個協定的條款和規定時所犯過錯而造成的損害。
2. According to the requirements of WF Bullion, the Guarantor will pay any sum payable and guarantee the repayment of all the following payments. This Client alone or associated with other companies or individuals at present or in the future should pay WF Bullion the amount payable by it. Any payment obligations WF Bullion may incur from time to time due to acting on behalf of this Client, or any service or transaction of this Client as a beneficiary, the payments can be separate from or associated with all interest costs, commissions and any other fees charged from this Client by WF Bullion in the business, and all the costs incurred due to the inducement done for this Client by WF Bullion during the repayment process. WF Bullion is not necessary to request this Client in advance or take any action before WF Bullion requests the Guarantor or gain repayment

from the Guarantor.

擔保人會根據永豐金銀投資的要求向永豐金銀投資付款並且在此保證償還以下所有款項，此客戶單獨或其他公司或個人相關聯的現在或未來應向永豐金銀投資支付的款項，永豐金銀投資可能不時地因為以此客戶名義或以此客戶為受益人的事務或交易而承擔的付款責任，該款項可以是單獨的，也可以與如下款項相關聯，即所有的利息成本、佣金和永豐金銀投資可能在業務中向此客戶收取的其他費用，以及永豐金銀投資為促使此客戶還款或試圖讓其還款的過程中所支出的各項費用。在永豐金銀投資向擔保人提出要求或從擔保人這裏獲得償還之前不必先向此客戶提出要求或採取任何行動。

3. The guarantee remains in force, is a continued Guarantee (according to the termination provisions below), which is applicable to all the final balance payments payable by this Client alone or in association as above.

該擔保持續有效，是一份持續性擔保書（遵循下文中的撤消規定），適用於此客戶單獨或如上關聯應向永豐金銀投資支付款項的所有最終餘額。

4. When the Guarantor is formed by several people, the liability of the Guarantor is considered as a liability of a joint and several liabilities of the several people. The guarantee will not be affected by the death(s) of the Guarantor, or any one or several ones of the Guarantor formed by several people. However, the Guarantor or the survivors of these individuals above and the Guarantor who may have died or any one of these individual representatives may at any time notify WF Bullion of the termination of the Guarantee in writing. To ensure that after WF Bullion receives such written notice, on a day not less than three months the guarantee will no longer be valid for any transaction thereafter. However, the Guarantor is still responsible for the payments and interests of this Client by the date of the Guarantee termination valid and the costs and fees above.

當擔保人是由幾個人共同組成時，擔保人所承擔的責任被視為這幾個人的連帶的責任。該擔保不因擔保人或組成擔保人的幾個人中的一個或幾個死亡而終止或受到影響，但是擔保人或上述個人中的存活者和可能已經死亡的擔保人或這些人中任何一個的個人代表可以在任何時間以書面形式通知永豐金銀投資終止擔保，確定從永豐金銀投資收到通知後不少於三個月後的某一天起，該擔保將不再對此後發生的交易有效，但是，擔保人對截止該日此客戶應付給永豐金銀投資的款項和利息以及上述成本和費用仍然承擔償付責任。

5. Notwithstanding the above notice of the Guarantee termination, either before or after the termination notice, the guarantee is still valid for all the transactions occurred which cause this Client responsible for any sum payable by it before the date of termination according to the provision No. 5 contained hereby.

儘管有上述的終止擔保通知，不論在終止通知之前還是之後，該擔保都仍然對所有第 5 條規定的擔保終止日之前發生的交易造成的此客戶對永豐金銀投資的應付款承擔責任。

6. After WF Bullion receives the notice of the Guarantee termination or make request to the Guarantor to repay the payments required by the Guarantee, WF Bullion is able to use this Client's existing account legally and continuously or open one or more account(s) for this Client. Money paid to this or these account(s) cannot be allocated to settle the payments guaranteed before unless people who make payments indicate that this money is to settle the payments guaranteed before.

當永豐金銀投資收到終止擔保的通知後或者向擔保人提出償還擔保的款項要求後，永豐金銀投資可以合法地繼續使用此客戶的現有帳戶或為此客戶新開一個或多個帳戶，此後支付到這個或這些帳戶中的錢不能被撥付以免除之前被擔保的款項，除非支付人在支付款項時直接表明該筆款項用於撥付。

7. According to the Guarantee, the bankruptcy or insolvency of this Client does not affect or terminate the debt obligations of the Guarantor. When any sum payable by this Client occurred before the bankruptcy or insolvency of this Client has not been fully repaid, the debt stays fully effective.

根據該擔保書，此客戶破產或喪失清償能力不影響或終止擔保人的債務責任，當此客戶在破產或喪失清償能力之前發生的對永豐金銀投資的應付款被完全清償之前，這些債務持續完全有效。

8. The guarantee will not be withdrawn, terminated or reduced due to the cessation of business or the amendment of article of this Client.

該擔保不會因此客戶的業務終結或章程修改而被撤回、撤消或削弱。

9. As long as there is an outstanding amount as described above in this Client's account, the Guarantee is irrevocable and binding on this Client. It is me / us, my / our assignee, heritage executors and administrators to ensure the continuity can be occurred and executed due to the benefit of WF Bullion, the successor, assignee, transferee and heritage administrator of WF Bullion.  
只要在此客戶的帳戶上還有如上所述未清償的應支付給永豐金銀投資的款項，該擔保書就不可撤消並具有約束力，它是本人/吾等、本人/吾等的受讓人、遺產執行人和遺產管理人作出的持續性保證，可以因永豐金銀投資、永豐金銀投資的繼承人、承讓人、受讓人 and 遺產管理人的利益而發生和被執行。
10. The guarantee and the rights of WF Bullion pursuant to the following additional guarantee are not affected or damaged by the following issues. WF Bullion now or hereafter obtains other or more guarantees from this Client or on behalf of this Client. WF Bullion modifies, abandons, deletes, or ignores the implementation of these guarantees, or WF Bullion modifies or terminates the claims from this Client, or WF Bullion will extend a draft, promissory notes or other negotiable instruments, or gives a certain period of payment, allows deferred payment or has another agreement or accepts a compromise with an individual or a company who undertakes the debt obligations for this Client or exchange bill, promissory note or other negotiable instruments.  
該擔保和永豐金銀投資據此所享有的權利是以下擔保的附加，並不因以下事項而受影響或損害，即永豐金銀投資現在或今後從此客戶處獲得或以此客戶的名義而獲得其他或更多擔保，永豐金銀投資修改、放棄、刪除或忽略這些擔保的實施，或者永豐金銀投資修改或終止對此客戶的債權，或者永豐金銀投資將持有的匯票、本票或其他可轉讓票據展期，或者給予一定期限付款、准許延期付款或者跟此客戶或者對匯票、本票或其他可轉讓票據承擔付款責任的個人或公司簽定其他協定或接受妥協方案。
11. WF Bullion is able to receive all dividends combinations and money from this Client or this Client's assets, whether it is with liquidity, or obtains from other companies, individuals or property, can be used to offset the debt of this Client, should be regarded as a payment to WF Bullion, my/our correspondent rights is replaced by WF Bullion until WF Bullion advocates all rights from this Client.  
永豐金銀投資可以從此客戶處或其資產中收取的所有紅利組合和錢，不論是否具有流動性，或者從其他公司、個人或房地產中獲得的可以作為抵消此客戶的債務的財產，都應該視為對永豐金銀投資的償付，本人我/吾等的相應權利被永豐金銀投資取代，直至永豐金銀投資從此客戶處主張所有的權利。
12. Due to the revision and amendment of the Companies Ordinance, or the bankruptcy caused by any modification of act, which may warrant, guarantee or pay to be avoided, and may abandon or withdraw any such warranties, guarantees or payment, the rights of WF Bullion to wholly obtain the rights and benefits in this Guarantee from the Guarantor cannot be damaged or affected.  
由於《公司條例》的修改和修訂或者任何法令的修改而引起公司破產行為，從而可能使保證、擔保或支付被回避，以及可能放棄或撤消任何這樣的保證、擔保或支付都不能損害或影響永豐金銀投資從擔保人處完全獲得該擔保書中的權利。
13. WF Bullion obtains repayment freely and unrestrictedly according to its own interests in any order at any time or by other methods WF Bullion think fit. The debt obligations of the Guarantor are not therefore reduced. WF Bullion is able to enforce the Guarantee after seeking other ways of repayment, and is able to not seek other ways of repayment and request the repayment of the balance at any time. In the second situation, as long as this Client has not warranted, guaranteed or repaid to settle the payment with WF Bullion, WF Bullion is not necessary to give the Guarantor the benefits which is obtained from the other methods of repayment.  
永豐金銀投資有自由且不受限制地為了自己的利益而隨時以任何順序並以永豐金銀投資認為合適的其他方式獲得償還，而擔保人的債務責任並不因此而減輕，永豐金銀投資可以在尋求其他償還方式之後使擔保書生效，也可以在不尋求其他償還方式的情況下，在任何時間要求應付餘額被償還，在第二種情況下，只要此客戶尚未保證、擔保或支付償清對永豐金銀投資的應付款，就不必給予擔保人從其他償還方式中獲得的利益。
14. WF Bullion can cite WF Bullion and this Client or other person representing its interests whose accounts are settled or confirmed mutually or separately, which the Guarantor must accept as a conclusive evidence of repayment payable by this Client. Due to the responsibility of this Client, this Client or others representing its interests should repay any sum payable to WF Bullion, whether it is the loans, interest or costs, and a payment

acquiesced by this Client or other person representing its interests. This responsibility of the Guarantor is also recognized according to the terms.

永豐金銀投資可以引證永豐金銀投資和此客戶或代表其利益的其他人之間相互或分別結算或確認的帳戶，擔保人必須將其作為此客戶對永豐金銀投資的應付款帳目的確鑿證據加以接受，由於此客戶的責任，此客戶或他人代表其利益應向永豐金銀投資償還的任何款項，不論是貸款、利息還是費用，以及此客戶或代表其利益的其他人默許認可的應付款，根據條款規定都表示擔保人對該責任的認可。

15. The evidence provided by the management of WF Bullion regarding the debt payable to WF Bullion by this Client due at the time or occurred against me / us or any of us and against the legal personal representative of us should be used as conclusive evidence.

永豐金銀投資管理者提供的此客戶對永豐金銀投資的債務在當時到期或發生的證明在任何對抗本人我/吾等或吾等中的任何一個人和對抗吾等的私人代表的法律程式中應該作為確鑿證據。

16. At present or in the future the debt of this Client to the Guarantor which therefore belongs to the debt of this Client to WF Bullion, if WF Bullion makes a request, the debt of this Client to the Guarantor should be collected, executed and received for WF Bullion by the Guarantor as a trustee who repays WF Bullion according to the debt payable by this Client to WF Bullion. However, it will not reduce or affect the responsibility of the Guarantor to any extent under the terms of the Guarantee.

現在和今後此客戶對擔保人的債務因此而由此從屬於此客戶對永豐金銀投資的債務，如果永豐金銀投資提出要求，此客戶對擔保人的債務應該由擔保人作為受託管理人為永豐金銀投資從此客戶處收款、執行和收回，然後根據此客戶對永豐金銀投資的債務轉付給永豐金銀投資，但是這並不在任何程度上減少或影響擔保人根據該擔保書的條款應承擔的責任。

17. As long as there is a debt to pay off, WF Bullion has a lien on the deposits at present and in the futures in any of the accounts of the Guarantor.

只要還有欠款未還清，永豐金銀投資就對擔保人在貴處任何帳戶上現在和今後的存款享有扣押權。

18. Regardless of whether this Client is dead, or this Client is a partner or partners, or changes constantly occur in this Client's company, the Guarantee maintains effective.

不論此客戶是否死亡，或者他擔任任何合夥人或合夥人們，或者在他的公司中經常發生變化，該擔保書都保持有效。

19. Whether this Client has no legal personality or no legal responsibility to disarm the obligations which are performed by this Client, or are performed or intently performed by the committee, the association or non-corporate entity representing this Client, the Guarantee is valid and binding on me / us, for instance, I / we are the joint principal debtor.

不論此客戶是不是沒有法人資格或者沒有法律責任去解除由它或代表它履行或意圖履行的義務的委員會、協會或非公司實體，該擔保書都有效，對本人/吾等有約束力，例如本人/吾等是連帶主債務人。

20. If a guaranteed account of a company is dissolved, the Guarantee is applicable to all the borrowing and debt incurred under the name of this company until WF Bullion receives the actual notice regarding the dissolution. However, if the company is dissolved due to the introduction of a new partner or partners, the Guarantee is still valid and applicable to the due repayment of the previous company or other possible debts in the future, and other debts incurred and payable by the new company, such as before the company has not changed.

假如某家帳戶在此被擔保的公司解散，擔保書適用於該公司名下的所有借款和發生的債務，直到永豐金銀投資收到關於解散的真實通知。然而，假如公司解散是因為引進了新的合夥人或合夥人們，該擔保書仍然有效，且適用於老公司的到期確定的債務和其他未來可能的債務以及新組成的公司應付的和發生的債務，例如公司跟以前一樣沒有發生變化。

21. The Guarantee is still binding on the Guarantor even though WF Bullion may merge with other companies or several companies, individuals or several people, or WF Bullion restructures, and transfer all or parts of the WF Bullion assets to the new company, or WF Bullion sells the business or assets to other companies in whole or in part. Regardless of the company above combined with WF Bullion and transferring all or parts of the WF

Bullion assets to the new company due to the reorganization or the sale, the company objectives, features and articles of association are the same with WF Bullion. The intention for the Guarantor is that the Guarantee remains valid when WF Bullion benefit in all aspects. The interests of the Guarantee and all the rights granted to WF Bullion is transferred to and are executed by the company or several companies, individual or several people above in accordance with the purpose and intention to the same extent of implementation, for instance, it is not referred to WF Bullion in the Guarantee but this or these several companies, this or these people.

該擔保書仍然對擔保人有約束力，即使永豐金銀投資可能和其他公司或數個公司、個人或幾個人發生合併，或者永豐金銀投資進行結構重組，並把永豐金銀投資所有或一部分的資產轉移給新公司，或者永豐金銀投資把企業或資產的全部或部分賣給其他企業，不論上述與永豐金銀投資合併的公司和因為重組或出售使得全部或部分資產轉移至的新公司在公司目標、特點和章程上是否與永豐金銀投資相同，擔保人的意圖是該擔保書仍然在有利於永豐金銀投資的所有方面保持有效，該擔保書的利益和所有授予永豐金銀投資的權利都轉讓給上述企業或幾個企業、個人或幾個人，由他們行使，而且按照所有的目的和意圖依照相同程度執行，例如在擔保書中所指的不是永豐金銀投資，而是這個或這幾個公司、這個或這幾個人。

22. Notice which is given or made according to the requirements of the Guarantee, must be mailed by using a pre-paid envelope to the registered office of WF Bullion or the latest address known by the sender, or a copy is sent by telegram or telex to WF Bullion. Such notice should be sent on the same day or mailed on the next day. 根據該擔保書要求所提供或製作的通知，必須或用預付信封郵寄到永豐金銀投資的註冊辦公室或所知道的最新地址，或通過電報或電傳送一份給與永豐金銀投資，提供以上通知應該在當天發送或者郵寄的第二天。
23. I/We understand and agree that the terms and provisions of the Guarantee cannot be abandoned, changed, modified or amended unless it is signed by WF Bullion or person representing WF Bullion interests. 本人/吾等理解和同意，除非以書面形式由永豐金銀投資或代表永豐金銀投資利益的人簽字，該擔保書中的所有條款和規定不能被放棄、更改、修飾或修訂。
24. The Guarantee is subject to and interpreted by the laws of Hong Kong. I / We accept the jurisdiction of the courts of Hong Kong. 該擔保書受香港法律的約束和解釋，本人/吾等接受香港法院的司法管轄。

Signed and Delivered by Guarantor:

擔保人簽署及提交:

\_\_\_\_\_  
Signature of Guarantor  
擔保人簽署

\_\_\_\_\_  
Name of Guarantor  
擔保人姓名

\_\_\_\_\_  
Date  
簽署日期

\_\_\_\_\_  
Signature of Witness  
見證人簽署

\_\_\_\_\_  
Name of Witness  
見證人姓名

\_\_\_\_\_  
Date  
簽署日期