

LETTER OF GUARANTEE

担保书

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

本担保书于 _____ 年 _____ 月 _____ 日:

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

由: _____, 其身份证/护照号码/商业登记号码 _____)
以下称为「担保人」), 其地址为: _____。

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.

以下列公司为受益人而订立:

永丰金银投资有限公司(「永丰金银投资」), 其注册办事处为香港中环德辅道中 71 号永安集团大厦 20 楼全层。

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.

担保人愿意并接纳 _____ 为永丰金银投资客户(以下称为「此客户」)(其身份证/护照号码/商业登记号码 _____) 所开设在永丰金银投资交易帐户而出具本担保书; 及永丰金银投资同意接纳本担保书作为一项先决条件, 以接纳或持续为此客户开设或维持一个或多个账户。

NOW THIS GUARANTEE WITNESSES as follows:

兹订立本担保书以证明如下:

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.
完全赔偿和保护永丰金银投资以及其同一集团所属公司不受任何由于此客户在遵守和执行上述协议或其中任何一个协议的条款和规定时所犯过错而造成的损害。
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.

担保人会根据永丰金银投资的要求向永丰金银投资付款并且在此保证偿还以下所有款项，此客户单独和其他公司或个人相关联的现在或未来应向永丰金银投资支付的款项，永丰金银投资可能不时地因为以此客户名义或以此客户为受益人的事务或交易而承担的付款责任，该款项可以是单独的，也可以与如下款项相关联，即所有的利息成本、佣金和永丰金银投资可能在业务中向此客户收取的其他费用，以及永丰金银投资为促使此客户还款或试图让其还款的过程中所支出的各项费用。在永丰金银投资向担保人提出要求或从担保人这里获得偿还之前不必先向此客户提出要求或采取任何行动。

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.
该担保持续有效，是一份持续性担保书（遵循下文中的撤消规定），适用于此客户单独或如上关联应向永丰金银投资支付款项的所有最终余额。
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.
当担保人是由几个人共同组成时，担保人所承担的责任被视为这几个人的连带的责任。该担保不因担保人或组成担保人的几个人中的一个或几个死亡而终止或受到影响，但是担保人或上述个人中的存活者和可能已经死亡的担保人或这些人中任何一个的个人代表可以在任何时间以书面形式通知永丰金银投资终止担保，确定从永丰金银投资收到通知后不少于三个月后的某一天起，该担保将不再对此后发生的交易有效，但是，担保人对截止该日此客户应付给永丰金银投资的款项和利息以及上述成本和费用仍然承担偿付责任。
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.
尽管有上述的终止担保通知，不论在终止通知之前还是之后，该担保都仍然对所有第 5 条规定的担保终止日之前发生的交易造成的此客户对永丰金银投资的应付款承担责任。
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.
当永丰金银投资收到终止担保的通知后或者向担保人提出偿还担保的款项要求后，永丰金银投资可以合法地继续使用此客户的现有账户或为此客户新开一个或多个账户，此后支付到这个或这些账户中的钱不能被拨付以免除之前被担保的款项，除非支付人在支付款项时直接表明该笔款项用于拨付。
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.
根据该担保书，此客户破产或丧失清偿能力不影响或终止担保人的债务责任，当此客户在破产或丧失清偿能力之前发生的对永丰金银投资的应付款被完全清偿之前，这些债务持续完全有效。
8. The guarantee will not be withdrawn, terminated or reduced due to the cessation of business or the amendment of article of this Client.
该担保不会因此客户的业务终结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.
只要在此客户的账户上还有如上所述未清偿的应支付给永丰金银投资的款项,该担保书就不可撤消并具有约束力,它是本人/吾等、本人/吾等的受让人、遗产执行人和遗产管理人作出的持续性保证,可以因永丰金银投资、永丰金银投资的继承人、承让人、受让人和遗产管理人的利益而发生和被执行。
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.
该担保和永丰金银投资据此所享有的权利是以下担保的附加,并不因以下事项而受影响或损害,即永丰金银投资现在或今后从此客户处获得或以此客户的名义而获得其他或更多担保,永丰金银投资修改、放弃、删除或忽略这些担保的实施,或者永丰金银投资修改或终止对此客户的债权,或者永丰金银投资将持有的汇票、本票或其他可转让票据展期,或者给予一定期限付款、准许延期付款或者跟此客户或者对汇票、本票或其他可转让票据承担付款责任的个人或公司签定其他协议或接受妥协方案。
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.
永丰金银投资可以从此客户处或其资产中收取的所有红利组合和钱,不论是否具有流动性,或者从其他公司、个人或房地产中获得的可以作为抵消此客户的债务的财产,都应该视为对永丰金银投资的偿付,本人我/吾等的相应权利被永丰金银投资取代,直至永丰金银投资从此客户处主张所有的权利。
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.
由于《公司条例》的修改和修订或者任何法令的修改而引起公司破产行为,从而可能使保证、担保或支付被回避,以及可能放弃或撤消任何这样的保证、担保或支付都不能损害或影响永丰金银投资从担保人处完全获得该担保书中的权利。
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.
永丰金银投资有自由且不受限制地为了自己的利益而随时以任何顺序并以永丰金银投资认为合适的其他方式获得偿还,而担保人的债务责任并不因此而减轻,永丰金银投资可以在寻求其他偿还方式之后使担保书生效,也可以在不寻求其他偿还方式的情况下,在任何时间要求应付余额被偿还,在第二种情况下,只要此客户尚未保证、担保或支付偿清对永丰金银投资的应付款,就不必给予担保人从其他偿还方式中获得的利益。
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.

永丰金银投资可以引证永丰金银投资和此客户或代表其利益的其他人之间相互或分别结算或确认的账户, 担保人必须将其作为此客户对永丰金银投资的应付款账目的确凿证据加以接受, 由于此客户的责任, 此客户或他人代表其利益应向永丰金银投资偿还的任何款项, 不论是贷款、利息还是费用, 以及此客户或代表其利益的其他人默许认可的应付款, 根据条款规定都表示担保人对该责任的认可。

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.

永丰金银投资管理者提供的此客户对永丰金银投资的债务在当时到期或发生的证明在任何对抗本人我/吾等或吾等中的任何一个人和对抗吾等的私人代表的法律程序中应该作为确凿证据。

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.

现在和今后此客户对担保人的债务因此而由此从属于此客户对永丰金银投资的债务, 如果永丰证金银投资提出要求, 此客户对担保人的债务应该由担保人作为受托管理人为永丰金银投资从此客户处收款、执行和收回, 然后根据此客户对永丰金银投资的债务转付给永丰金银投资, 但是这并不在任何程度上减少或影响担保人根据该担保书的条款应承担的责任。

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.

只要还有欠款未还清, 永丰金银投资就对担保人在贵处任何账户上现在和今后的存款享有扣押权。

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.

不论此客户是否死亡, 或者他担任任何合伙人或合伙人们, 或者在他的公司中经常发生变化, 该担保书都保持有效。

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.

不论此客户是不是没有法人资格或者没有法律责任去解除由它或代表它履行或意图履行的义务的委员会、协会或非公司实体, 该担保书都有效, 对本人/吾等有约束力, 例如本人/吾等是连带主债务人。

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.

假如某家账户在此被担保的公司解散, 担保书适用于该公司名下的所有借款和发生的债务, 直到永丰金银投资收到关于解散的真实通知。然而, 假如公司解散是因为引进了新的合伙人或合伙人们, 该担保书仍然有效, 且适用于老公司的到期确定的债务和其他未来可能的债务以及新组成的公司应付的和发生的债务, 例如公司跟以前一样没有发生变化。

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.

该担保书仍然对担保人有约束力，即使永丰金银投资可能和其他公司或数个公司、个人或几个人发生合并，或者永丰金银投资进行结构重组，并把永丰金银投资所有或一部分的资产转移给新公司，或者永丰金银投资把企业或资产的全部或部分卖给其他企业，不论上述与永丰金银投资合并的公司和因为重组或出售使得全部或部分资产转移至的新公司在公司目标、特点和章程上是否与永丰金银投资相同，担保人的意图是该担保书仍然在有利于永丰金银投资的所有方面保持有效，该担保书的利益和所有授予永丰金银投资的权利都转让给上述企业或几个企业、个人或几个人，由他们行使，而且按照所有的目的和意图依照相同程度执行，例如在担保书中所指的不是永丰金银投资，而是这个或这几个公司、这个或这几个人。

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. 根据该担保书要求所提供或制作的通知，必须或用预付信封邮寄到永丰金银投资的注册办公室或所知道的最新地址，或通过电报或电传送一份给与永丰金银投资，提供以上通知应该在当天发送或者邮寄的第二天。
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，除非以书面形式由永丰金银投资或代表永丰金银投资利益的人签字，该担保书中的所有条款和规定不能被放弃、更改、修饰或修订。
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. 该担保书受香港法律的约束和解释，本人/吾等接受香港法院的司法管辖。

Signed and Delivered by Guarantor:

担保人签署及提交:

Signature of Guarantor
担保人签署

Name of Guarantor
担保人姓名

Date
签署日期

Signature of Witness
见证人签署

Name of Witness
见证人姓名

Date
签署日期