

CONFIRMATION

To : Standard Chartered Bank (Hong Kong) Limited
12/F, Standard Chartered Tower, 388 Kwun Tong Road, Kowloon, Hong Kong (the "Bank")

From : [] (the "Surety")

Borrower : [] (the "Borrower")

I acknowledge that, prior to the execution by me of the Security in favour of the Bank, the Bank, acting by its representative named below / [Solicitor Firm] at a personal meeting in the absence of the

Borrower, pointed to me that:

1. The Borrower has applied to the Bank for banking facilities up to an extent not exceeding HK\$ [] to be granted

to the Borrower on the security of

- Charge Over Deposits – CD2
- Guarantee – Limited Liability G1
- Guarantee – Unlimited Liability G2
- Amendment of Guarantee
- Charge Over Securities – Sec 2
- Assignment of Insurances – AI2
- Others: _____

(collectively or singularly, "the Security") to be executed by me as the Surety in favour of the Bank in connection with the Bank providing or continuing banking facilities or other accommodation or service for so long as the Bank may think fit to the Borrower.

2. I confirm that I am the sole shareholder of the Borrower or is otherwise entitled to the entire shareholding of the Borrower and I further confirm that I am willing to execute the Security since I am the sole shareholder and in active management and control of the Borrower and it is in the interest and to the commercial benefit of the Borrower to proceed with the transaction.

OR

I confirm that I am the majority shareholder of the Borrower or is otherwise entitled to the majority shareholding of the Borrower and I further confirm that I am willing to execute the Security since I am the majority shareholder and in active management and control of the Borrower and it is in the interest and to the commercial benefit of the Borrower to proceed with the transaction.

3. I acknowledge and confirm that I have been advised and fully understand:

- (i) the nature and effect of the Security and that by virtue of the Security, I will become liable for the Borrower's obligations instead of the Borrower;
 - (ii) that my liabilities under the Security will be *(a) limited to an amount not exceeding HK\$_____ / *(b) without an applicable limit, but limited to secure one or more facilities, is limited to all monies owing by the Borrower to the Bank in respect of such facilities / *(c) unlimited in respect of all monies and obligations from time to time and at any time owing by the Borrower (including under any amended or further facilities granted to the Borrower), whether present or future, actual or contingent, to the Bank, in each case, together with interest and other charges and expenses specified in the Security if I decide to go on with the transaction by signing and executing the Security;
 - (iii) that I will be liable to pay the Bank upon first demand under the Security;
 - (iv) that enforcement of the Security may occur in the circumstances specified in the Security and may result (subject to any applicable limit) in my having to pay all monies owing by the Borrower to the Bank and/or the Bank appropriating the charged property to discharge all monies owing by the Borrower (and for each case, if there is more than one person comprised in the term "Borrower", then only monies owing by the Borrower jointly) and I could be made bankrupt;
 - (v) (for Guarantee – Limited Liability G1 and Guarantee – Unlimited Liability G2) that I may terminate the Security upon giving not less than three months prior written notice of termination to the Bank, but I will remain liable for all of the Borrower's obligations (subject to any applicable limit) up to the date of termination;
 - (for General Indemnity-I2 and Indemnity-I4) that until the Security is released and returned to the Bank, I may not be released from liability under the Security without the Bank's consent;
 - (for all other cases) that for so long as any of the Borrower's obligations are outstanding I may not be released from liability under the Security without the Bank's consent;
- provided that in all cases the Bank is entitled in accordance with the terms of the Security to recover from me the value or amount of any security or payment given or made by the Borrower or any other person to the extent that it is avoided or reduced by any laws relating to insolvency;
- (vi) that I have the free choice whether or not to provide the Security to the Bank; and
 - (vii) that I have the option to choose whether or not the Security should be limited or unlimited in amount or unlimited in amount but limited to secure one or more specific facilities.

4. I confirm that I have been advised that I should take independent legal advice before signing this Confirmation, the Security and other ancillary documents and I acknowledge that I am fully aware of the effect of this Confirmation and the said ancillary documents, including the Security to be executed by me. I understand that this meeting was for clarification only and neither the Bank nor its representative has acted as my financial or legal adviser in providing the explanations referred to above.

5. I acknowledge that this meeting was for clarification only and neither the Bank nor its representative has acted as my financial or legal adviser in providing the explanations referred to above.

I further acknowledge that the above is only a summary of the key features of the Security. I confirm that I have decided of my own free will to enter into and execute the Security, I do not require any variation to any of the terms of the Security and I will be legally bound by the Security once I have executed the same and cannot seek to avoid the Security. I confirm that I have carefully considered my financial means and my financial position as well as that of the Borrower.

OR

having received a copy of the Security and the contract or statement evidencing the Borrower's obligations and been advised of my right to have independent legal advice before its execution, I have been independently advised of the nature, and the effect of the Security, the legal and practical implications on me. I fully understand the transaction. I understand that the purpose of having independent legal advice is that I should not be able to dispute I am legally bound by the Security. I further confirm that the Bank has notified me and that I fully understand and acknowledge points 3 (i) to (vii) above in relation to the Security.

I confirm having received a copy of the Security and the contract or statement evidencing the Borrower's obligations and decided to provide the Security.

6. I agree that the Chinese translation shall not apply in the construction of this document and the English version shall prevail for all purposes.

Dated the _____ day of _____ 20____

SIGNED SEALED AND DELIVERED)

)

by [the Surety] in the presence of)

"✓" Tick where appropriate

* Please delete where applicable

確認書

致：渣打銀行(香港)有限公司
香港九龍觀塘道388號渣打中心十二樓(「銀行」)

發件人： [] (「擔保人」)

借款人： [] (「借款人」)

本人承認，本人向銀行簽署保證書前，銀行(由以下列名人士/ [律師樓]作為代表)在與本人面談時(借款人並無出席)，向本人指出：

1. 借款人向銀行申請了以 [] 港元為限的銀行融通，該銀行融通由本人作為擔保人就銀行酌情認為對借款人為適合的情況下由銀行提供或繼續的銀行融通或其他安排或服務，向銀行簽署以下文件：

存款抵押 — 無限債務責任 CD2

擔保書 — 有限債務責任 G1

擔保書 — 無限債務責任 G2

擔保書修訂

證券抵押 — Sec 2

保險轉讓書 — AI2

其他： _____

(個別或統稱「保證書」)作為保證。

2. 本人確認本人是借款人的唯一股東或在其他方面享有借款人的全部股權。本人進一步確認，由於本人是借款人的唯一股東，本人對借款人有積極管理及控制權，而進行此項交易對借款人有利並符合借款人的商業利益，本人願意簽署保證書。

或

本人確認本人是借款人的控權股東或在其他方面享有借款人的多數股權。本人進一步確認，由於本人是借款人的控權股東，本人對借款人有積極管理及控制權，而進行此項交易對借款人有利並符合借款人的商業利益，本人願意簽署保證書。

3. 本人承認及確認，本人已獲告知並充分明白：

(i) 保證書的性質及作用，以及根據保證書，本人可能會代替借款人承擔借款人的責任；

(ii) 若本人決定簽署保證書進行此項交易，本人根據保證書承擔的責任，就借款人不時及在任何時間欠下的款項及債務，包括向借款人授予的任何經修訂或進一步融通項下所欠的款項及債務(不論是現時或將來的，實際或有的)而言，將*(a)限於不超過港幣 _____元的款項 / *(b)無適用限額，惟限於保證一項或以上特定的銀行融通，以借款人就該等銀行融通欠下銀行的所有款項為限 / *(c)是無限的(在各情況下，均連同保證書上載明的利息與其他費用及一切支出)；

(iii) 銀行根據保證書提出首次付款要求時，本人即有責任支付銀行；

(iv) 執行保證書可在保證書所述情況下進行，並可能導致本人須代借款人清還其拖欠銀行的全部款項，及/或銀行取用已抵押財產以清償借款人拖欠銀行的全部款項(而就各情況而言，如「借款人」一詞包括多於一名人士，則僅指借款人共同拖欠的款項)(但須受適用的責任限額所規限)，而本人可能會因此而破產；

(v) (就擔保書 — 有限債務責任 G1 及擔保書 — 無限債務責任 G2 而言) 本人須向銀行發出至少三個月前的書面通知才可終止保證書，但本人仍須負責償還截至終止之日為止借款人的全部債務(但須受適用的責任限額所規限)；

(就一般彌償—I2及彌償—I4而言) 於保證書獲解除及欠款歸還銀行前，本人不得在未經銀行同意下解除保證書下的債務責任；

(就所有其他情況而言) 在借款人仍有未完成責任的情況下，本人不得在未經銀行同意下解除保證書下的債務責任；

惟在所有情況下，在借款人或任何其他人士提供或支付款項的價值或金額由於任何有關破產的法例而被撤銷或減少的情況下，銀行有權按照保證書的條款，向本人追討上述價值或金額；

(vi) 本人可自由選擇是否向銀行提供保證書；及

(vii) 本人有權選擇保證書在金額上應是有限或無限的，或無金額限制，惟限於保證一項或以上特定的銀行融通。

4. 本人確認已獲告知，本人在簽署本確認書、保證書及其他有關文件之前應諮詢獨立法律意見，並且本人承認已充分明白由本人簽署的本確認書及上述有關文件(包括保證書)的作用。本人明白這次會議僅就說明目的進行，而銀行及其代表均無就提供上述解釋擔任本人的財務或法律顧問。

5. 本人承認，本會議僅就說明目的設立，而銀行及其代表均無就提供上述解釋擔任本人的財務或法律顧問。

本人進一步承認，上述僅為保證書主要內容的概要。本人確認，本人根據個人意願決定訂立並簽署保證書，本人不需要改動保證書任何條款，而本人將於簽署保證書後受其法律約束，且不能尋求撤銷保證書。本人確認，本人已審慎考慮本人以及借款人的經濟收入及財務狀況。

或

於收到保證書以及證明借款人的責任的合同或聲明，並經告知本人於簽署前可獲得獨立法律意見的權利後，本人已就保證書的性質以及對本人的影響及法律上與實際上的意義，獲得獨立意見。本人充份理解交易。本人明白徵詢獨立法律意見的目的，乃本人不能就保證書對本人施加的法律責任提出質疑。本人進一步確認，銀行已通知本人有關保證書的以上第3(i)至(iii)點，而本人充份明白及承認前述各點。

本人確認收到保證書以及證明借款人的責任的合同或聲明，並決定提供保證。

6. 本確認書的英文本與中文本如有任何歧異之處，則在任何情況下均以英文本為準。

擔保人： _____
(簽署)

見證人： _____
(簽署)

姓名： _____

姓名： _____

日期： _____

日期： _____

請於適當空格內加上“✓”號

* 請刪去不適用者

職銜 / 職業： _____