

Form of Third Party's Acknowledgement – GD6 (17)

To: Standard Chartered Bank (Hong Kong) Limited

I acknowledge that, prior to the execution by me of

- Charge Over Deposits - CD2
- Guarantee - Limited Liability G1
- Guarantee - Unlimited Liability G2
- Charge Over Securities - Sec 2
- Mortgage
- Subordination of Loans - Sub 1
- Assignment of Insurances - AI2
- General Indemnity – I2 (Unlimited)
- Indemnity – I4 (Unlimited)
- Amendment of Guarantee
- Others: _____

(collectively or singularly, "the Security") in favour of Standard Chartered Bank (Hong Kong) Limited ("the Bank") in connection with the Bank providing or continuing banking facilities or other accommodation or services for so long as the Bank may think fit to _____ (collectively or singularly "the Borrower"),

- *the bank, acting by its representative named below / * _____ [Solicitor firm], at a personal meeting in the absence of the Borrower, pointed out to me:
- (i) the amount of the Borrower's present indebtedness due to the Bank, the amount of the Borrower's current facility(ies) granted by the Bank, the purpose of the facility(ies), the amount and principal terms of the facility(ies) and that the Bank might increase the amount of the facility(ies), or change its/their terms, or grant a new facility(ies), without reference to me and without my consent (for example, if my liability under the Security is unlimited), and the seriousness of the risks involved;
- (ii) the desirability of having independent legal advice prior to my execution of the Security;
- (iii) the nature of the Security and that by virtue of the Security, I may become liable for the Borrower's obligations instead of the Borrower;
- (iv) that my liability under the Security is in respect of the obligations of the Borrower to the Bank (including under any amended or further facilities granted to the Borrower), whether present or future, actual or contingent, and (A) to the extent that there is an applicable limit as to amount specified in the Security, is limited to the amount specified in the Security, (B) to the extent that there is no applicable limit as to amount 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, or (C) to the extent that there is no applicable limit as to amount or one or more facilities, is unlimited in respect of all monies owing by the Borrower to the Bank, in each case, together with interest and other charges and expenses specified in the Security;
- (v) that I will be liable to pay the Bank upon first demand under the Security except that the Bank may, under certain of the Security, without prior demand debit any of my accounts for all sums for which I may be liable including under the Charge Over Deposits – CD2, the Guarantees – Limited and Unlimited Liability – G1 and G2, the General Indemnity – I2 and the Indemnity – I4;
- (vi) 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 (and if there is more than one person comprised in the term "Borrower", then only monies owing by the Borrower jointly) to the Bank;
 - the Bank appropriating the charged property to discharge all monies owing by the Borrower (and if there is more than one person comprised in the term "Borrower", then only monies owing by the Borrower jointly);
- (vii) I could be made bankrupt;

- (viii) (for Guarantee – Limited Liability G1 and Guarantee – Unlimited Liability G2 and Amendment of Guarantee) 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;

- (ix) that I have the free choice whether or not to provide the Security to the Bank; and
- (x) 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.
- I acknowledge that this meeting was for clarification only. I understand that 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 and the legal and practical implications for 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 that I am legally bound by the Security. I further confirm that the Bank has notified me and that I fully understand and acknowledge points (i) to (x) 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.

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

(Signature)

Name: _____

Date: _____

Witness: _____
(Signature)

Name: _____

Title/Occupation: _____

*Bank officer / * _____ [Solicitor firm] conducting personal meeting on _____

- Mark " x " where appropriate
- * Delete as appropriate

致：渣打銀行(香港)有限公司

關於渣打銀行(香港)有限公司 (“銀行”) 向 _____ (個別或合稱“借款人”) 提供或繼續提供銀行信貸或其他貸款或服務，期限以銀行認為適合者為準，本人確認在本人為此而簽署以銀行為受益人的以下文件：

- 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
- 證券抵押 — Sec 2
- 按揭書
- 貸款從屬書 — Sub 1
- 保險轉讓書 — AI2
- 一般賠償保證書 — I2 (無限)
- 賠償保證書 — I4 (無限)
- 經修訂的擔保書
- 其他： _____

(個別或統稱“保證書”) 之前，

- * 銀行透過其下述代表 / * _____ [律師樓代表] 在一次借款人不在場的個人會面中向本人指出：
 - (i) 借款人在銀行的現時負債、銀行現時提供予借款人的信貸的信貸額、信貸的目的、信貸的信貸額及主要條款，而且銀行可無須向本人提及而增加信貸額，或更改信貸的條款，或提供新的信貸，無須獲得本人同意（例如，如果本人須根據保證書承擔無限責任），同時無須指出所涉及的風險的嚴重性；
 - (ii) 本人在簽署保證書之前宜先徵詢獨立法律顧問的意見；
 - (iii) 保證書的性質及根據保證書，本人可能會代替借款人承擔責任；
 - (iv) 本人乃為借款人欠銀行的債務（包括向借款人授出的任何經修訂或進一步的信貸項下的債務），不論是現在或將來的、或有的或實際的債務而簽署保證書，本人根據保證書所須負上的法律責任，(A)如在保證書上載明適用的金額上限，即只限於保證書上指明的金額；或(B)如保證書上並無載明適用的金額上限，但僅限於保證一項或多項信貸，則僅限於借款人就有關信貸結欠銀行的所有金額，或(C)如保證書上並無載明適用的金額上限，亦無限制只保證一項或多項信貸，則屬無限額保證借款人欠銀行的所有金額，但無論屬何種情況，還須負責償還保證書上載明的利息與其他費用及一切支出；
 - (v) 銀行根據保證書提出首次付款要求時，本人即須負責支付銀行，但在若干賠償保證書（包括存款抵押 – CD2、擔保書 – 無限債務責任 – G1及G2、一般賠償保證書 – I2及一般賠償保證書 – I4）的情況下，銀行可無須事先要求而從本人的任何賬戶中扣除本人可能須負責支付的所有金額；
 - (vi) 執行保證書可在保證書所述情況下進行，並可能導致下列情況（但須受適用的責任限額所規限）：
 - 本人須代借款人清還其欠銀行的全部款項（倘若「借款人」涉及多於一名個人，則指各名借款人共同欠付之款項而言）；
 - 銀行動用抵押的資產清償借款人所欠的全部款項（倘若「借款人」涉及多於一名個人，則指各名借款人共同欠付之款項而言）；
 - (vii) 本人可能會破產；
 - (viii) (就擔保書 - 有限債務責任 G1 及擔保書 - 無限債務責任 G2 及經修訂的擔保書而言) 本人須向銀行發出至少三個月前的書面通知，方可終止保證書，惟本人仍需負責償還截至終止之日為止借款人的全部債務（但受適用的責任限額所限）；

(就一般賠償保證書—I2 及賠償保證書—I4 而言) 在保證書解除及交還銀行之前, 本人須獲銀行同意方可解除本人根據保證書所負責任;

(就其他類別保證書而言) 在借款人仍欠任何債項的情況, 本人須獲銀行同意方可解除本人根據保證書所負責任;

惟在所有情況下, 在借款人或任何其他人士提供抵押或支付款項的價值或金額由於破產法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;

(ix) 本人可自由選擇是否向銀行提供保證書; 及

(x) 本人有權選擇保證書有沒有擔保限額, 或選擇沒有擔保限額, 但擔保範圍只限於指定的一項或多項信貸安排。

本人確認, 這次會面只是為本人澄清上述事情。本人明白銀行或其代表皆不是以本人的財務或法律顧問身份為本人解釋此事。

本人進一步確認, 以上只是保證書主要條款的撮要; 本人亦確認本人乃自願決定訂立及簽署保證書, 且並沒有提出修改保證書上任何條款之要求; 本人同時確認當本人一旦簽署保證書, 本人在法律上將受到保證書約束, 並且不能試圖使保證書無效。本人確認本人已就本人和借貸人的經濟能力和財務狀況作出慎重的考慮。

或

本人已收到保證書及有關借款合同或月結單的副本, 亦獲告知本人在簽署保證書之前有權諮詢獨立法律顧問的意見, 本人並已就保證書的性質及作用以及其對本人的法律和實際影響獲得獨立法律顧問的意見。本人對此項交易充分瞭解。本人明白諮詢獨立法律顧問的意見的目的, 是使本人不能爭議本人在法律上受保證書約束。本人進一步確認, 銀行已知會本人與保證書相關的以上(i)至(x)點, 而本人亦完全明白及確認以上(i)至(x)點。

本人確認已收到保證書及有關借款合同或月結單的副本, 並決定向銀行提供保證書。

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。

(簽署)

姓名: _____

日期: _____

見證人: _____

(簽署)

姓名: _____

職銜/職業: _____

*銀行職員/ * _____ [律師樓代表] 於 _____ (日期) 與保證人會面。

請於適當空格內加上" x "號

* 請刪去不適用者