

# Guarantee – G2 Unlimited (17)

(By one or more individuals)

To: **Standard Chartered Bank (Hong Kong) Limited** (hereinafter called "the Bank", which expression shall include and extend to its successors and assigns) (as agent for itself and each SCB Group Company (as defined below) to which any Liabilities are owed from time to time)

1. In consideration of, amongst other things, the Bank or any such other SCB Group Company granting or continuing banking facilities or other financial or banking accommodation for so long as it may think fit to

\_\_\_\_\_ ("the "Customer")

I/we \_\_\_\_\_

hereby unconditionally guarantee, undertake and agree on written demand by the Bank:

(a) to pay and discharge the following (hereinafter called the "Liabilities"):

- (i) all moneys now or hereafter advanced to or paid for or on account of the Customer (whether alone or jointly with any other person) by the Bank and/or any other company of the Standard Chartered Group being Standard Chartered Bank (including all its branches) ("SCB") and the parent and any subsidiary or associated company of SCB (SCB, the Bank and each such parent, subsidiary and associated company of SCB, each an "SCB Group Company"); and
- (ii) all other liabilities of the Customer to any SCB Group Company whatsoever, whether actual or contingent, present or future and including, without limitation, liabilities incurred as a guarantor or surety together with all interest thereon and commission, costs, charges and expenses chargeable by any SCB Group Company to the Customer (including legal fees), from time to time remaining unpaid and undischarged;

(b) to pay interest, in the currency in which such sums are denominated in the relevant SCB Group Company's books, on all sums due from me/us to the Bank under this Guarantee (hereinafter called the "Guaranteed Sums") or the outstanding balance thereof from time to time during the period from the date of demand by the Bank as aforesaid or from the date of discontinuance of this Guarantee by me/us until the date when such sums are discharged in full (after as well as before judgment) at a rate or rates per annum conclusively certified by the Bank to be one and one half of one per cent. (1-1/2%) above the rate or rates at which the Customer would have been liable to pay interest on the amounts demanded by the Bank under the facilities or other accommodation extended by the relevant SCB Group Company to the Customer (and to the extent permitted by law the Bank shall be entitled to compound such interest monthly);

(c) to pay all costs and expenses which are of a reasonable amount and were reasonably incurred (whether directly and indirectly) by the Bank in connection with the recovery or attempted recovery by the Bank of moneys due under this Guarantee (including without limitation legal costs on an indemnity basis).

## Guarantee Cover

2. This Guarantee shall extend to cover:

- (a) in the case of the death, bankruptcy, insanity or liquidation of the Customer, all sums which would have been owing to any SCB Group Company by the Customer if such death had occurred or such bankruptcy or liquidation had commenced at the time when the Bank received actual notice thereof and notwithstanding such death, bankruptcy or liquidation;
- (b) all money obtained from or liabilities incurred to any SCB Group Company notwithstanding that the borrowing or the incurring of such liabilities may have been invalid or in excess of the powers of the Customer or of any director, attorney, agent or other person purporting to borrow or act on behalf of the Customer and notwithstanding any other irregularity in the borrowing or the incurring of such liabilities.

## Sole and Principal Debtor

3. I/We shall be deemed to be liable as the sole or principal debtor(s) for the Liabilities and this Guarantee shall be binding on me/us notwithstanding that the Customer is not so bound either because the Customer is an infant or under a disability or is an unincorporated body which is under no liability to discharge obligations undertaken or purported to be undertaken on its behalf or for any other reason whatsoever.

## Liability of a Firm

4. If this Guarantee is given in respect of the Liabilities of a firm it shall apply to all moneys borrowed and Liabilities incurred until receipt by the Bank of actual notice of dissolution of the firm but if there shall be any other change in the constitution of the firm, whether by way of death or retirement of any partner or the introduction of any further partner, this Guarantee shall continue and, in addition to securing the debts and Liabilities of the firm as constituted before the change, shall apply to the debts and Liabilities of the firm as constituted after such change.

## Waiver of Defences

5. Neither my/our liability nor the validity or enforceability of this Guarantee shall be prejudiced, affected, impaired or discharged by (a) the grant of any time or indulgence to the Customer or any other person, (b) any variation, increase, renewal or termination of any banking facility or other accommodation provided to the Customer, (c) the grant of any new, additional or further banking facility or other accommodation to the Customer, (d) the invalidity or unenforceability of any obligation or liability of the Customer to any SCB Group Company, (e) any waiver, exercise, omission to exercise, compromise, or release of any rights against the Customer or any other person or (f) any other present or future security or guarantee held or to be held by any SCB Group Company becoming wholly or partly invalid or unenforceable or (g) any other arrangement with the Customer or any other person, in each case, whether with or without reference to me/us or with or without obtaining my/our prior written consent.
6. This Guarantee shall not be affected by any failure on the part of any SCB Group Company to take any security or by the invalidity of any security taken or by any existing or future agreement by any SCB Group Company as to the application of any advances made or to be made to the Customer. My/Our liability hereunder shall not be discharged or in any way affected by any act or omission on the part of the Bank under or in relation to this Guarantee or by any course of dealing between any SCB Group Company and me/us.

## Continuing Guarantee

7. This Guarantee shall be a continuing guarantee to the Bank and the relevant other SCB Group Companies and shall extend to cover the ultimate balance of the Liabilities and shall remain binding upon me/us and my/our personal representatives until the expiration of three months after receipt by the Bank from me/each of us or my/our personal representatives of written notice ("**Termination Notice**") terminating this Guarantee, notwithstanding the death, insolvency, bankruptcy, insanity, liquidation or any incapacity or change in the status or constitution or status of me/any of us or any other person or any intermediate settlement of account or other matter whatsoever. Receipt by the Bank of any Termination Notice shall not affect the liability of me/each of us and my/our personal representatives for any monies, obligations or liabilities whether actual or contingent due, owing or incurred to the Bank or any other relevant SCB Group Company prior to the Termination Date, even though such monies, obligations or liabilities may mature after the Termination Date, and also all credits established prior to the Termination Date by the relevant SCB Group Company for the Customer. In particular and without limiting the foregoing, this Guarantee shall extend to cover all cheques, drafts, bills, notes and negotiable instruments drawn by or for the account of the Customer and purporting to be dated on or before the Termination Date although presented to or paid by the Bank or other relevant SCB Group Company after the Termination Date.

## Additional Security

8. This Guarantee shall be in addition to and is not to prejudice or be prejudiced by any other guarantee or other security interest which any SCB Group Company may now or at any time hereafter have or hold from me/us, the Customer or any other party for all or any part of the Liabilities.

## Continuing Facilities and New Account

9. If this Guarantee is determined or ceases from any cause to be binding as a continuing guarantee on me/us or my/our personal representatives:
  - (a) it shall be lawful for each SCB Group Company to continue to provide facilities (as hereinbefore mentioned) to the Customer and to continue any account with the Customer notwithstanding such event and my/our liability or as the case may be the liability of my/our estate(s) for the amount of the Liabilities at the date this Guarantee is determined shall continue notwithstanding any subsequent payment to or drawing upon or advance by the relevant SCB Group Company by or to or for or on behalf of the Customer; and
  - (b) each SCB Group Company may forthwith without thereby affecting its rights under this Guarantee open a new or separate account with the Customer and, if the relevant SCB Group Company does not open a new or separate account, it shall nevertheless be treated as if it had done so at the time (the "relevant time") that the relevant SCB Group Company received notice or became aware that this Guarantee had determined or ceased to be binding as continuing guarantee and as from the relevant time all moneys paid by or on behalf of the Customer shall be credited or be treated as having been credited to the new or separate account and shall on settlement of any claim in respect of this Guarantee not operate to reduce the amount due from the Customer at the relevant time or the interest thereon unless the person or persons paying in such moneys shall at the time of payment direct the relevant SCB Group Company in writing to appropriate the sum specially to that purpose.

## Separate Account

10. The Bank shall be entitled at all times to place and keep in a separate or suspense account or accounts to the credit of me/us or, as the case may be, my/our personal representatives or to the credit of such other person as the Bank may think fit any moneys received under this Guarantee or as a result of the exercise of any rights of an SCB Group Company against the Customer or any other surety in respect of the Liabilities for so long and in such manner as the Bank may determine without any intermediate obligation to apply the same or any part thereof in or towards the discharge of the Liabilities and the Bank shall be entitled to prove against me/us as if any amount standing to the credit of such account had not been received. I/We hereby irrevocably waive any right of appropriation in respect of any sums paid by me/us or any one or more of us hereunder.

## Non Competition

11. Until all the Liabilities have been fully paid and discharged (and notwithstanding that I/we may have discharged the amount of this Guarantee), I/we shall not take any step to enforce any right against the Customer or his/their representatives in respect of this Guarantee or of any moneys paid hereunder or prove in any bankruptcy, liquidation, administration, winding up or other

proceeding having an effect equivalent thereto of the Customer (each of which proceedings are hereinafter called a "Liquidation") in respect thereof in competition with any SCB Group Company or claim the benefit of any security interest held by any SCB Group Company.

12. I/We have not taken and, until the Liabilities and Guaranteed Sums have been discharged and satisfied in full, will not take without the Bank's prior written consent any security interest (which for the purposes of this Clause shall include an indemnity, promissory note, cheque or bill of exchange) from the Customer in connection with this Guarantee; and if I/we or any one or more of us has taken or takes any such security interest in contravention of this provision I/we or such one or more of us will hold the same on trust for the Bank as further security for the Bank and will forthwith deposit the same and all documents relating thereto with the Bank and I/we will account to the Bank for all moneys at any time received by me/us or such one or more of us in respect thereof.

#### **Conditional Settlement**

13. Any settlement or discharge between me/us and/or any one of us and any SCB Group Company shall be conditional upon no security interest (including without limitation, any guarantee) furnished or payment made to any SCB Group Company by the Customer or any other person being avoided or reduced by virtue of any relevant statutory provisions or enactments relating to Liquidation for the time being in force in any jurisdiction and the Bank shall be entitled to retain any security held in respect of my/our liability hereunder (hereinafter called the "Guarantee Security") until the expiration of the period or periods under such provisions or enactments within which such payment or security could be avoided or reduced and if within any such period the payment or security is so avoided or reduced the Bank shall be entitled to retain the Guarantee Security or any part thereof for and during further period as the Bank in its entire discretion shall determine.

#### **Conclusive Evidence**

14. In any proceedings under or for any other purpose of this Guarantee a certificate signed by any officer or representative of the Bank certifying the amount of the Liabilities or any other matter shall be accepted by me/each of us and my/our respective legal representative(s) as conclusive evidence thereof, in the absence of manifest error.

#### **Currency Indemnity**

15. I/We will pay and discharge the Liabilities and any interest payable by me/us pursuant to Clause 1(b) hereof, in whatever currency or currencies the Liabilities are entered in the books of the relevant SCB Group Company and if any part of the Liabilities is entered in a different currency from any other part or parts of the Liabilities I/we shall pay and discharge each part of the Liabilities and any interest payable by me/us pursuant to Clause 1(b) hereof, in the currency in which such part or as the case may be such interest is entered in the books of the relevant SCB Group Company and if any such payment or discharge is subject to any withholding or other tax, duty, levy, impost or charge imposed or levied by or on behalf of any government or any political subdivision or taxing authority thereof I/we shall pay such additional amounts as may be necessary to ensure the receipt by the Bank or the relevant SCB Group Company of the full amount of the Liabilities and any such interest.

#### **Set Off**

16. (a) I/We agree that in addition to and without prejudice to any general or banker's lien, right to combine or consolidate accounts, right of set-off or any other rights which an SCB Group Company may have under law, each SCB Group Company may at any time and from time to time without prior notice to me/us set off, transfer or apply, and I/we authorize each SCB Group Company to transfer or release to the Bank or the relevant other SCB Group Company upon request, all or any of the moneys from time to time standing to the credit of any account (whether or not in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") and in whatever currency) which I/we maintain with any SCB Group Company, whether singly or jointly with any other person, and whether or not matured or subject to notice, in or towards discharging the Liabilities or any other of my/our obligations under this Guarantee and to purchase therewith for my/our account any other currency required for such purpose.
- (b) To the fullest extent permitted under law, the circumstances in which an SCB Group Company may exercise its rights of set-off against me/us include without limitation the following: (i) any of my/our liabilities to any SCB Group Company become overdue, (ii) any attachment, execution or similar process is levied against me/us, (iii) a winding up petition or petition in bankruptcy is filed by or against me/us, (iv) a receiver is appointed over all or any substantial part of my/our assets, or (v) any SCB Group Company has reason to believe that I/we am/are unable to pay my/our debts when due.
- (c) I/We agree that the Bank shall only be obliged to notify me/us of any exercise of the rights under this Clause 16 as soon as practicable after such exercise.

#### **Disclosure**

17. Each SCB Group Company shall keep information provided by me/us or relating to me/us confidential except that it may disclose such information to
- (a) any other SCB Group Company;
  - (b) any SCB Group Company's service provider or professional advisor who is under a duty of confidentiality to the discloser;
  - (c) any actual or potential participant, sub-participant or transferee of such SCB Group Company's rights and obligations under this Guarantee;
  - (d) any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection; or
  - (e) as required by law or any government, quasi-government, administrative, regulatory or supervisory body or authority, court or tribunal,

whether each of the above is located in or outside Hong Kong.

I/We agree that all personal data relating to me/us collected by the SCB Group Companies from time to time may be used and disclosed for such purposes and to such persons as set out in the Notice to Customers and other Individuals relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data, which I/we have received.

## **Notices**

18. Any notice or demand hereunder shall be in writing and shall be deemed to have been sufficiently given if sent by prepaid (and, if posted to a place outside Hong Kong, air mail) post to the address of the person to whom such notice or demand is to be given as appearing herein or to such other address as such person may from time to time have notified to the Bank and any notice or demand so sent shall be deemed to have been served on the day following the date of posting if posted in Hong Kong to an address in Hong Kong and on the eighth day following posting if posted to or from a place outside Hong Kong and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted.

## **Partial Invalidity**

19. If any one or more of the provisions of this Guarantee or any part or parts thereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not vitiate any other provisions of this Guarantee and this Guarantee shall be construed as if such illegal, invalid or unenforceable provisions were not contained herein.

## **Interpretation**

20. In this Guarantee wherever the context so requires or admits (i) where the Customer comprises two or more persons all references to the Customer shall be construed as references to all or any of such persons, (ii) the singular shall include the plural and vice versa, (iii) the expression "person" shall mean and include a company, society, corporation, firm or an individual and in the case of an individual his or her executors, administrators, committee, receiver or other person lawfully acting on behalf of every such person, (iv) the expression "this Guarantee" shall be construed as including and extending to any separate or independent stipulation or agreement herein contained, (v) any reference to any statutory provision or enactment shall be deemed to include a reference to any modification or re-enactment thereof of the time being in force, and (vi) the term "security interest" shall include any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest or encumbrance of any other kind securing or conferring any priority of payment in respect of any obligation of any person and includes any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security and any other right in favour of a third party, in each case under any applicable law, and any agreement for any of the same. Without prejudice to the other provisions hereof, if, at any time, any Liabilities owed to any SCB Group Company are outstanding, then any reference herein to "the Bank" shall, to the fullest extent required for protecting the interest of such SCB Group Company, be construed as referring to the Bank and/or such SCB Group Company in such manner as the Bank may determine from time to time.

## **Joint and Several Liability**

21. Where this Guarantee is signed by more than one party our liability hereunder shall be joint and several and every agreement and undertaking on our part shall be construed accordingly and all references to us in this Guarantee shall, where the context requires or admits, be construed as references to all or any of us and the Bank shall be at liberty to release or discharge any of us from the liabilities of this Guarantee or to accept any composition from or make any other arrangements with any of us without releasing or discharging the other or others of us or otherwise prejudicing or affecting the rights and remedies of the Bank against the other or others of us and no one of us shall be nor shall this Guarantee be released or discharged by death or the death of any other of us.

## **Continued Validity**

22. This Guarantee is and shall remain valid and binding for all purposes notwithstanding, as may be applicable, my/our death, bankruptcy, liquidation or other incapacity or any change in my/our constitution by way of amalgamation, consolidation, reconstruction or otherwise (or the retirement or death of any partner or the introduction of any further partner). This Guarantee shall remain valid and binding for all purposes notwithstanding any change by amalgamation, consolidation or otherwise which may be made in the constitution of the company or corporation by which the business of any SCB Group Company may from time to time be carried on and shall be available to the company carrying on that business for the time being.

## **Bank's Property**

23. This Guarantee is and will remain the property of the Bank notwithstanding the payment in full of any claim or claims of the Bank or any other SCB Group Company hereunder.

## **Assignment or Transfer of Rights and Obligations**

24. Any SCB Group Company shall be entitled to assign or transfer at any time all or any of its rights or obligations under this Guarantee to any person without my/our consent.

25. I/We shall not assign or transfer any of my/our rights or obligations under this Guarantee without the prior written consent of the Bank.

26. I/We shall sign any document and do any thing as the Bank may require for effecting any assignment or transfer of the rights or obligations of any SCB Group Company under this Guarantee.

27. Once the assignment or transfer of my/our rights or obligations under this Guarantee has become effective, any person who takes over the rights or (as the case may be) obligations of any SCB Group Company under this Guarantee shall have exactly

the same rights or (as the case may be) obligations as such SCB Group Company had under this Guarantee before that assignment or transfer and such SCB Group Company shall be released from those rights or (as the case may be) obligations.

**Rights of Third Parties**

28. Any relevant SCB Group Company may enforce any term of this Guarantee directly against me/us. Other than as set out in the preceding sentence or unless expressly provided to the contrary in this Guarantee:

- (a) a person who is not a party to this Guarantee has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Guarantee; and
- (b) Notwithstanding any term of this Guarantee, the consent of any person not a party to this Guarantee is not required to rescind or vary this Guarantee at any time.

**Governing Law and Jurisdiction**

29. This Guarantee shall be governed by and construed in accordance with the laws of Hong Kong and I/we hereby submit to the non-exclusive jurisdiction of the Hong Kong courts.

**Process Agent**

30. I/We hereby appoint the person named below (if any) as my/our agent to accept service of any legal process in Hong Kong in connection with this Guarantee. I/We agree that any writ, summons, order, judgment or other document shall be deemed duly and sufficiently served on me/us if addressed to me/us or to the said agent and left at, or sent by post to my/our address or the address of the said agent last known to the Bank. The foregoing shall not limit the rights of the Bank to serve process on me/us in any manner permitted by law in any jurisdiction.

**English Prevails**

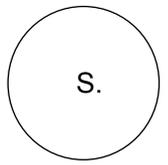
31. I/We agree that the Chinese translation shall not apply in construing this Guarantee and that the English version shall govern for all purposes.

Dated \_\_\_\_\_ day \_\_\_\_\_ .

Name of Process Agent (if any): \_\_\_\_\_

Address of Process Agent: \_\_\_\_\_

**Individual Signatory**



Signed Sealed and Delivered by:

\_\_\_\_\_  
(Name of Signatory in Block Letters)

\_\_\_\_\_  
(Signature)

I/D Card No.  
(or equivalent)  
of Guarantor: \_\_\_\_\_

In the presence of:

Name of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

I/D Card No.  
(or equivalent)  
of Witness: \_\_\_\_\_

I/D Card No.  
(or equivalent)  
of Witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address of Witness: \_\_\_\_\_  
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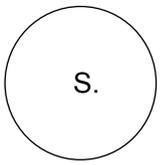
Occupation of Witness: \_\_\_\_\_

Occupation of Witness: \_\_\_\_\_

(Signature of Witness) \_\_\_\_\_

(Signature of Witness) \_\_\_\_\_

**Individual Signatory**



Signed Sealed and Delivered by:

\_\_\_\_\_  
(Name of Signatory in Block Letters)

\_\_\_\_\_  
(Signature)

I/D Card No.  
(or equivalent)  
of Guarantor: \_\_\_\_\_

In the presence of:

Name of Witness: \_\_\_\_\_

I/D Card No.  
(or equivalent)  
of Witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupation of Witness: \_\_\_\_\_

(Signature of Witness) \_\_\_\_\_

Name of Witness: \_\_\_\_\_

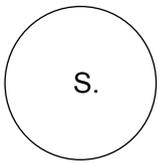
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(or equivalent)  
of Witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Occupation of Witness: \_\_\_\_\_

(Signature of Witness) \_\_\_\_\_

**Individual Signatory**



Signed Sealed and Delivered by:

\_\_\_\_\_  
(Name of Signatory in Block Letters)

\_\_\_\_\_  
(Signature)

I/D Card No.  
(or equivalent)  
of Guarantor: \_\_\_\_\_

In the presence of:

Name of Witness: \_\_\_\_\_

I/D Card No.  
(or equivalent)  
of Witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupation of Witness: \_\_\_\_\_

(Signature of Witness) \_\_\_\_\_

Name of Witness: \_\_\_\_\_

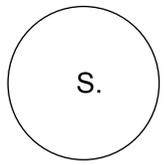
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(or equivalent)  
of Witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Occupation of Witness: \_\_\_\_\_

(Signature of Witness) \_\_\_\_\_

**Individual Signatory**



Signed Sealed and Delivered by:

\_\_\_\_\_  
(Name of Signatory in Block Letters)

\_\_\_\_\_  
(Signature)

I/D Card No.  
(or equivalent)  
of Guarantor: \_\_\_\_\_

In the presence of:

Name of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

I/D Card No.  
(or equivalent)  
of Witness: \_\_\_\_\_

I/D Card No.  
(or equivalent)  
of Witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_  
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Address of Witness: \_\_\_\_\_  
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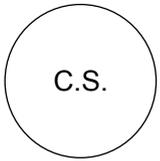
Occupation of Witness: \_\_\_\_\_

Occupation of Witness: \_\_\_\_\_

(Signature of Witness) \_\_\_\_\_

(Signature of Witness) \_\_\_\_\_

**Individual Signatory**



Signed Sealed and Delivered by:

\_\_\_\_\_  
(Name of Signatory in Block Letters)

\_\_\_\_\_  
(Signature)

I/D Card No.  
(or equivalent)  
of Guarantor: \_\_\_\_\_

In the presence of:

Name of Witness: \_\_\_\_\_

I/D Card No.  
(or equivalent)  
of Witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupation of Witness: \_\_\_\_\_

(Signature of Witness) \_\_\_\_\_

Name of Witness: \_\_\_\_\_

I/D Card No.  
(or equivalent)  
of Witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Occupation of Witness: \_\_\_\_\_

(Signature of Witness) \_\_\_\_\_

致：渣打銀行(香港)有限公司（以下簡稱「銀行」，該詞包括與擴至其繼承人及受讓人）  
（作為本身及不時被拖欠負債的各渣打集團公司（定義見下文）的代理）

1. 鑒於（但不限於）銀行或任何其他渣打集團公司向 \_\_\_\_\_（以下簡稱「客戶」）提供或繼續提供銀行信貸或其他財務或銀行貸款，期限以銀行或任何其他渣打集團公司認為適合者為準，本人／吾等， \_\_\_\_\_ 特此無條件地擔保、保證並同意於銀行提出書面要求時：
- (a) 支付與清償下列各項（以下簡稱「負債」）
- (i) 銀行及／或渣打銀行（包括其所有分行）（「渣打」），渣打之母公司及其任何附屬公司或聯繫公司的渣打集團內任何公司（渣打、銀行及渣打之各母公司、附屬公司及聯繫公司均為「渣打集團公司」）現時或今後貸予客戶（無論僅是客戶或連同任何他人）之一切款項或為或代客戶（無論僅是客戶或連同任何他人）支付之一切款項；及
  - (ii) 客戶對任何渣打集團公司之一切其他負債，不論是實際或或有，現時或將來之任何負債，包括（並不限於）作為擔保人或保證人發生、不時仍未支付與清償之負債，連同其一切利息以及任何渣打集團公司可向客戶收取之佣金、費用、收費及支出（包括律師費）；
- (b) 以有關渣打集團公司賬簿內記載下述款項之貨幣，支付自上述銀行要求日期或本人／吾等終止本擔保書日期起至擔保款項全部清償日期（無論判決前後）止本人／吾等於本擔保書項下應不時向銀行支付之一切款項（以下簡稱「擔保款項」）之利息，或其未償還餘額，利率應為銀行最終證明為客戶就銀行根據有關渣打集團公司向客戶提供之信貸或其他貸款要求支付之款項有責任支付利息之利率（以及於法律准許之情況下銀行有權按月將該等利息以複利計算）另加一厘半(1-1/2%)之年率；
- (c) 支付銀行就追討或試圖追討本擔保書項下欠款所合理引致的（無論直接或間接）所有合理數額的費用及支出（包括但不限於按彌償基準計算的法律費用）。

### **擔保範圍**

2. 本擔保書擔保範圍應擴至下列各項：
- (a) 客戶死亡、破產、精神錯亂或清盤時客戶欠任何渣打集團公司之全部款項，上述情況之條件為上述死亡發生時或上述破產或清盤開始時銀行實際上收到有關通知以及儘管客戶死亡、破產或清盤；
  - (b) 自任何渣打集團公司獲得之一切款項或對任何渣打集團公司發生之一切負債，儘管借取該等款項或發生該等負債可能無效或超過客戶或據稱代表客戶借款或行事之任何董事、代理人、代理或其他人之權力以及儘管借取該等款項或發生該等負債中有任何其他不當之處。

### **唯一及主要債務人**

3. 本人／吾等應被視為本負債之唯一或主要債務人，及本擔保書應對本人／吾等具約束力，儘管客戶本身因以下任何原因或無論其任何原因而不受約束：客戶為未成年人或無行為能力者或無清償為其利益承擔或據稱承擔之義務責任之非法人團體。

### **商號的負債**

4. 若就商號之負債出具本擔保書，則本擔保書於銀行實際上收到該商號解散通知前適用於所借之一切款項與所發生之一切負債。然而，該商號組織章程若有其他變化，不論是藉任何合夥人退休或死亡或加入任何其他合夥人，則本擔保書應予繼續，且除擔保該商號於上述章程變化前之債務與負債外，應適用於該商號在上述章程變化後之債務與負債。

### **放棄抗辯權**

5. 下列各項不應損害、影響、減損或解除本人／吾等對本擔保書的責任或本擔保書的效力或可執行性：(a) 給予客戶或任何其他人士任何期限或延期安排，(b) 變更、增加、延續或終止向客戶提供的任何銀行信貸或其他貸款，(c) 向客戶授出任何新增、額外或進一步的銀行信貸或其他貸款，(d) 客戶向任何渣打集團公司承擔的任何責任或法律責任無效或不可執行，(e) 豁免、行使、遺漏行使、損及或解除對客戶或任何其他人士擁有的任何權利，或 (f) 任何渣打集團公司所持有或將會持有的任何其他現有或未來的抵押或擔保全部或部份無效或不可執行，或 (g) 與客戶或任何其他人士訂定任何其他安排，在各情況下不論有否提述本人／吾等或取得本人／吾等的事先書面同意。
6. 本擔保書不受下列各項影響：任何渣打集團公司未能收取任何抵押，或收取之任何抵押無效，或任何渣打集團公司現時或將來關於任何渣打集團公司已貸予客戶或將貸予客戶之任何款項之任何使用協議。本人／吾等於本擔保書項下之責任不應由於下列各項而解除或受到任何影響：銀行依本擔保書或就本擔保書之任何行動或不行動或任何渣打集團公司與本人／吾等之間之任何交易習慣。

## **持續擔保**

7. 本擔保書是為銀行及其他有關渣打集團公司之持續擔保，其擔保範圍涵蓋至負債之最終餘額。本擔保書對本人/吾等及本人/吾等之遺產承辦人具有約束力，直至銀行收到本人/吾等任何一人或本人/吾等之遺產承辦人之終止書面通知(「終止通知」)後三個月期滿，即使本人/吾等任何一人或任何其他人之死亡、無力償債、破產、精神錯亂、清盤或喪失能力或公司身份或章程或地位變更，或任何中段支付或發生任何其他事項。銀行收到終止通知並不影響本人/吾等及/或本人/吾等之遺產承辦人承擔在終止日之前拖欠銀行或任何其他相關渣打集團公司之任何實有的或有的款項、責任或債務之法律責任，即使該等款項、責任或債務會在終止日後到期，亦不影響相關渣打集團公司在終止日前為客戶建立的所有信貸。尤其是在不局限上述情況下，本擔保書涵蓋日期看來於終止日或之前由客戶賬戶或以客戶名義發出之所有支票、匯票、單據、票據和可轉讓票據，即使在終止日後呈交給銀行或其他有關渣打集團公司或由其支付。

## **額外保證**

8. 本擔保書為任何渣打集團公司現時或今後任何時候就全部或任何部分負債自或對本人/吾等、客戶或任何其他方取得或持有之任何其他擔保或抵押權益外之額外擔保，並不影響上述任何其他擔保或抵押或受之影響。

## **持續信貸提供及新賬戶**

9. 若本擔保書因故終止或停止作為繼續擔保對本人/吾等或本人/吾等之遺產承辦人具有約束力，則：
- (a) 各渣打集團公司(如上文所述)繼續向客戶提供信貸及繼續與客戶保持任何賬戶應是合法的，儘管該事及本人/吾等就本擔保書終止日期之負債金額之責任或(視情況而定)本人/吾等財產就該等負債金額之責任應予繼續，儘管以後客戶或為客戶或代表客戶向有關渣打集團公司支付任何款項或從有關渣打集團公司提取任何款項，或由有關渣打集團公司向客戶提供任何貸款；及
- (b) 各渣打集團公司可立即為客戶開立新賬戶或另一賬戶而不影響其於本擔保書項下之權利。若有關渣打集團公司不開立新賬戶或另一賬戶，則仍應被視為於有關渣打集團公司收到通知或獲悉本擔保書已予終止或停止作為繼續擔保具有約束力時(「有關時候」)有關渣打集團公司已開立新賬戶或另一賬戶。自有關時候起客戶或代表客戶支付之一切款項應貸入或視為已貸入新賬戶或另一賬戶，而且在了結有關本擔保書之任何索償時不應用於減少客戶於有關時候應付之金額或其利息，除非支付該等款項之人士於付款時書面指示有關渣打集團公司專門為該目的撥出款項。

## **另一賬戶**

10. 銀行有權於任何時候將於本擔保書項下收到之任何款項或由於就負債行使渣打集團公司對客戶或任何其他保證人之任何權利而收到之任何款項置於本人/吾等或(視情況而定)本人/吾等遺產承辦人之另一賬戶或暫記賬戶之貸方，或銀行認為適合之其他人士之貸方，為期多久及方式均由銀行決定，而無義務提前將該等款項或其任何部份用於清償全部或部份負債。銀行有權於針對本人/吾等之訴訟中予以證實，猶如該等賬戶貸方之任何款項並未收到。本人/吾等特此不可撤銷地放棄就本人/吾等或吾等任何一人或以上按本擔保書支付之任何款項之撥款權。

## **不可競爭**

11. 本人/吾等於一切負債全部支付與清償前(以及儘管本人/吾等可能已清償本擔保書款項)，不應採取任何步驟就本擔保書或本擔保書項下支付之任何款項強制行使對客戶或其代表之任何權利，或於客戶之任何破產、清算、行政、清盤程序或具有相同效力之其他程序中(上述各項程序以下簡稱為「清盤」)就本擔保書或本擔保書項下支付之任何款項予以證實以與任何渣打集團公司競爭；或要求就任何渣打集團公司持有之任何抵押權益享有利益。
12. 本人/吾等並未而且於負債與擔保款項全部清償與償付前未經銀行事前書面同意將不就本擔保書從客戶收取任何抵押權益(就本條而言包括彌償、本票、支票或滙票)。若本人/吾等或吾等任何一人或以上已違反本規定收取或違反本規定收取任何相關抵押權益，本人/吾等或吾等任何一人或以上將把該抵押作為給予銀行之其他抵押為銀行托管並立即將該抵押及與其有關之一切文件存於銀行。本人/吾等將把本人/吾等或吾等任何一人或以上於任何時候就該等抵押收到之一切款項向銀行說明及付予銀行。

## **有條件結算**

13. 本人/吾等及(或)吾等任何一人與任何渣打集團公司任何結算或清償之條件為客戶或任何他人提供予任何渣打集團公司之抵押權益(包括但不限於任何擔保)或支付予任何渣打集團公司之款項不應由於任何國家地區當時有效之任何有關清盤之法律規定或條例而撤銷或減少。銀行應有權保留就本人/吾等於本擔保書項下之負債而持有之任何抵押(以下簡稱「擔保抵押」)，直至依照該等法律規定或條例上述款項或抵押可予以撤銷或減少之期限屆滿為止。若於任何該等期限內上述款項或抵押撤銷或減少，則銀行有權於銀行全權決定之更長期內保留擔保抵押或其任何部份。

## **最終證明**

14. 於依據本擔保書或為本擔保書之任何其他目的進行之任何訴訟程序中，銀行任何職員或代表簽署之證明負債金額或任何其他事宜之證明應無明顯錯誤，由本人/吾等每人及本人/吾等各自之法定代表接受，作為負債之最終證明。

## **貨幣彌償**

15. 本人/吾等將以負債載入有關渣打集團公司賬簿之貨幣支付與清償負債本人/吾等按本擔保書1(b)規定應付之任何利息。若載入有關渣打集團公司賬簿之負債任何部份所用貨幣不同於負債任何其他部份之貨幣，本人/吾等應以載入有關渣打集團公司賬簿之各部份負債或(視情況而定)本人/吾等按本擔保書1(b)規定應付之任何利息之貨幣支付與清償該部份負債及該等利息。若支付

或清償上述任何款項須支付由任何政府或任何行政區或其稅務機關或由其代表徵收之任何預扣稅或其他稅、關稅、稅捐、捐稅或費用，本人／吾等應支付必要之額外款項，確保銀行或有關渣打集團公司收到負債及其任何利息之全部款項。

## **抵銷**

16. (a) 本人／吾等同意，除渣打集團公司依照法例享有的任何一般或銀行的留置權、戶口結合或綜合權、抵銷權或任何其他權利之外，及在不影響渣打集團公司上述權利之下，各渣打集團公司可無須事先通知本人／吾等，隨時及不時將本人／吾等單獨或與任何其他人士共同在任何渣打集團公司開設的任何戶口（不論是否在中華人民共和國香港特別行政區（「香港」）開設，不論是何種貨幣，亦不論是否已到期或須發出通知）的全部或任何存款結餘進行抵銷、轉賬或運用，以清償負債或本人／吾等於本擔保書項下的任何其他義務，並以該等結餘為本人／吾等的戶口購買為此所需的任何其他貨幣。本人／吾等並授權每一渣打集團公司按要求向銀行或其他有關渣打集團公司轉賬或發放上述全部或任何存款結餘。
- (b) 在法律允許的最大範圍內，渣打集團公司可對本人／吾等行使抵銷權的情況包括但不限於以下各項：(i)本人／吾等對任何渣打集團公司的任何債務逾期未償還，(ii)他人對本人／吾等進行任何查封、扣押或類似程序，(iii)本人／吾等提出或他人對本人／吾等提出清盤申請或破產申請，(iv)已就本人／吾等全部或任何實質部分資產指定接管人，或(v)任何渣打集團公司有理由相信本人／吾等無力償還到期債項。
- (c) 本人／吾等同意銀行僅須於行使本第16條項下任何權利後在切實可行範圍內盡快就該等行使通知本人／吾等。

## **資料披露**

17. 各渣打集團公司須對本人／吾等提供的或與本人／吾等有關的資料加以保密，但其可向以下人士披露該等資料：
- (a) 任何其他渣打集團公司；
  - (b) 任何對披露者負有保密責任的渣打集團公司的服務提供者或專業顧問；
  - (c) 有關渣打集團公司根據本擔保書應有的權利及責任的任何實際或潛在參與者、分參與者或承讓人；
  - (d) 任何評級機構、保險公司或保險經紀，或直接或間接信貸保障提供者；或
  - (e) 根據法律或任何政府、半政府、行政、監管或監督機構或部門、法院或法庭的規定，

不論其是否位於香港境內或境外。

本人／吾等同意，渣打集團公司不時蒐集有關本人／吾等之任何個人資料，可根據本人／吾等已收到的關於《個人資料(私隱)條例》及《個人信貸資料實務守則》致客戶及其他個別人士之通知，用於其中所述用途及向其中所述人士披露。

## **通知**

18. 本擔保書項下之任何通知或要求應採用書面形式。該通知或要求若使用郵資預付方式（及（寄往香港以外地點）空郵方式）寄至本擔保書所列之該被通知或被要求之人士地址時或該人士不時通知銀行之其他地址時，則應被視為已充份送達。按上述方式寄出之任何通知或要求，若在香港寄往香港一地址時，則付郵日期後一日應被視為已送達；若寄至或寄自香港以外地點，則付郵後第八日應被視為已送達。另外，證明含有該通知之信封正確寫有收件人名稱、貼有足夠郵票及按規定付郵則足以證明送達。

## **部份失效**

19. 本擔保書任何一項或以上之規定或其任何部份依照任何適用法律被宣佈或判決為非法、無效或不能強制執行，上述非法、無效或不能強制執行不應使本擔保書任何其他規定無效，而且在解釋時，本擔保書應視為不含該等非法、無效或不能強制執行之規定。

## **釋義**

20. 本擔保書中若上下文需要或允許，(i)客戶包括兩位或以上人士時，凡提及客戶則應解釋為指一切或任何該等人士，(ii)單數詞應包括複數詞，反之亦然，(iii)「人士」一詞應指並包括公司、社團、有限公司、商號或個人，指個人時則包括其行政人員、管理人員、委員會、清算人或合法地代表上述各人行事之其他人，(iv)「本擔保書」一詞應被解釋為包括與擴至本文所含之任何單獨或獨立規定或協議，(v)凡提及任何法律規定或條例應被視為包括指其當時有效之任何修改或重新制定部份，及(vi)「抵押權益」應包括根據任何適用法律及任何相關協議就任何人士的任何責任提供抵押或賦予任何付款優先權的任何按揭、抵押（無論固定或浮動）、質押、留置權、押貨預支、轉讓、抵押權益或任何其他類型的產權負擔，並包括根據任何適用法律及任何相關協議訂立的如下交易授予的任何權利，就法律而言，該等交易並未作出抵押，但從經濟或財務角度而言，其效果類似與授出以第三方為受益人的抵押及任何其他權利。在不損害本抵押書其他條文的原則下，若於任何時候任何渣打集團公司被拖欠由本抵押書提供擔保的任何負債，則在本抵押書內，凡提及「銀行」，應在以確保有關渣打集團公司的利益所需的最大程度上，按銀行不時確定的方式被解釋成指銀行和／或該渣打集團公司。

## **共同及各別的責任**

21. 本擔保書若由一方以上簽署時，吾等於本擔保書項下之責任應為共同與各別之責任，吾等每一項協議與保證亦應作相應之解釋。本擔保書中凡提及吾等應於上下文需要或允許時解釋為指吾等所有人或任何人。銀行有權解除或免除吾等任何人於本擔保書項下之負債或接受吾等任何人之任何債務和解或與吾等任何人達成任何其他協議，而不解除或免除吾等其他一人或所有人於本擔保書項下之負債，或損害或影響銀行對吾等其他一人或所有人之權利與補救方法。吾等任何一人或本擔保書均不應因死亡或吾等任何他人死亡而得到免除或解除。

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22. 無論本人／吾等死亡、破產、清盤或其他方面無償付能力或以合併、整合、重組或其他方式更改本人／吾等的組織章程（或任何

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### **銀行的財產**

23. 儘管已全部支付銀行或任何其他渣打集團公司依據本擔保書要求支付之任何或一切款項，本擔保書仍為並將繼續為銀行之財產。

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24. 任何渣打集團公司有權隨時將本擔保書之全部或部份權利或責任轉讓或轉移至任何人，而無需得到本人/吾等的同意。
25. 本人/吾等在未經銀行事先書面同意前，不得轉讓或轉移本人/吾等在本擔保書之任何權利或責任。
26. 本人/吾等應按銀行的要求簽署任何文件及作出任何事情，以便轉讓或轉移任何渣打集團公司於本擔保書之權利或責任。
27. 當本人/吾等於本擔保書之權利或責任轉讓或轉移開始生效，任何人繼承此轉讓或轉移應擁有與渣打集團公司在轉讓或轉移本擔保書之前之相同權利或（視情況而定）責任，而該渣打集團公司之該些權利或（視情況而定）責任即被解除。

### **第三方權利**

28. 任何相關渣打集團公司均可直接對本人/吾等執行本擔保書的任何條款。除上句所規定外或除非本擔保書明確作出相反規定：
- (a) 凡非本擔保書中之訂約方均無權根據《合約（第三者權利）條例》（香港法例第623章）執行本擔保書的任何條款或享有其權益；及
- (b) 無論本擔保書內有任何條款，本擔保書如需在任何時間撤銷或變更，均無需徵得非本擔保書訂約方的任何個人的同意。

### **管轄法律及司法管轄區**

29. 本擔保書受香港法律管轄並應按香港法律進行解釋，本人/吾等特此服從香港法院非獨有之管轄權。

### **傳票代理**

30. 本人/吾等特此指定下列人士（若有時）為本人/吾等代理於香港接受與本擔保書有關之任何傳票之送達。本人/吾等同意，任何令狀、傳票、命令、判決或其他文件若寫明收件人為本人/吾等或所述代理及留於或郵寄至最後為銀行所知之本人/吾等或所述代理之地址，則應視為已正式充份送達本人/吾等。上述規定不應限制銀行以任何國家地區法律允許之任何方式向本人/吾等送達傳票之權利。

### **英文為準**

31. 本人/吾等同意，解釋本擔保書時中文譯文並不適用，就一切目的而言應以英文文本為準。