



## Select Investment Services Limited

### 弘富投資服務有限公司

1713B-1714, 17/F, Hong Kong Plaza, No. 188 Connaught Road West, Western District, Hong Kong  
Tel : (852) 2804 2968 Fax: (852) 3104 9938  
SFC CE No: AXU865

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### Account Opening Form – Corporate Account

### 開戶表 – 公司帳戶

Account Type:  Cash Account  Securities Margin Account  Advisory Services Account No.: \_\_\_\_\_  
帳戶類別: 現金買賣帳戶 證券保證金買賣帳戶 提供證券意見服務 帳戶號碼:

Online account 網上交易:  Yes 是  No 否

Please attach 請附上:

- Certified copy of the Certificate of Incorporation (or Business Registration Certificate or other evidence of due incorporation), Memorandum and Articles of Association (or other constitutional documents) of the Client. 客戶的公司註冊證書的核證副本 (或商業登記證書或其它顯示妥當註冊的任何證據)、組織章程大綱及章程細則 (或其他憲章性文件)。
- Certified copies of the audited accounts of the Client for the last two years and a balance sheet at a date not more than two months before the date of this Form, or such other financial information as Select Investment Services Limited (“Select Investment”) may from time to time agree. 客戶過去兩年的經審計帳目的核證副本及不超過本開戶表日期前兩個月的資產負債表或其他弘富投資服務有限公司(「弘富投資」)不時同意的財務資料。
- Copies of the Hong Kong ID Card(s) or Passport(s) of all Authorised Persons, Directors and beneficial owner(s). 所有獲授權代理人、董事及本帳戶實質權益的人士之香港身份證或護照副本。
- Certified copy of the Register of Directors of the Client. 客戶的董事名冊核證副本。
- Certified copy of the Register of Members of the Client. 客戶的股東名冊核證副本。
- A certified true copy of a company search certified by a company registry or professional third party issued within the last 6 months for companies incorporated in HK. 在香港註冊的公司需要提供一份由公司註冊處 或 專業第三者認證的公司查冊報告的認證副本, 該公司查冊報告應在過去 6 個月內簽發。
- A certified true copy of a company search certified by a company registry or professional third party issued within the last 6 months or a certificate of incumbency or equivalent issued by the company's registered agent in the place of incorporation issued within the last 6 months for companies incorporated overseas. 在海外註冊的公司需要提供一份由公司註冊處或專業第三者認證的公司查冊報告的認證副本, 該公司查冊報告應在過去 6 個月內簽發 或 有關公司的當地註冊代理人簽發的職權證明書(現任職位證明書)或等同文件, 由專業第三者於 6 個月內發出的認證副本亦可接受。

Please complete in BLOCK LETTERS 請用正楷填寫:

Corporate Account Information 公司客戶資料	
Client Name 客戶名稱	Account Name (if different) 帳戶名稱 (如與上述不同)
Country of Incorporation 註冊成立國家 / Registered No. 註冊號碼	
HK Business Registration No. 香港商業登記號碼	
Registered Address 註冊地址	
Business Address (if different with registered address) 商業地址若與註冊地址有別	
Nature of Business 業務性質	Telephone No. 電話號碼
Fax No. 傳真號碼	E-mail Address 電郵地址

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Daily Statements / Contract Notes to be sent to 日結單 / 買賣單據寄往:\*

 E-mail address 電郵地址  Business Address 商業地址  Registered Address 註冊地址

Monthly Statements to be sent to\* 月結單寄往 \*

 E-mail address 電郵地址  Business Address 商業地址  Registered Address 註冊地址

\* Please check one only 請選擇其一

Only one type of postal address is allowed for all cases (if chosen) 於所有情況下, 祇准許一種郵遞地址類別(若選擇的話)

Does your ordinary business involve the acquisition, disposal or holding of shares and debentures, whether as principal or agent?

客戶的通常業務是否涉及股票及債券的買賣或持有, 不論以主事人或代理人身份?

 Yes 是  No 不是

Are you a member or participant registered with any stock or commodities exchange or are you regulated or supervised by any government or regulatory agency? 客戶是否任何股票或期貨交易所的註冊會員或參與者或受任何政府或監管機構所規管或監管?

 Yes, details are 是, 詳情為: \_\_\_\_\_  No 不是

Is any member of your group of companies a client of Select Investment? 客戶的公司集團內任何成員是否為弘富投資的客戶?

 Yes 是  No 不是  N.A. 不適用

Is the Company a licensed corporation /registered institution with the Securities and Futures Commission of Hong Kong (SFC)?

客戶是否證券及期貨事務監察委員會註冊持牌法團?

 No不是  是, 請說明 Yes, please specify \_\_\_\_\_

Does / Do the director(s) of the company has / have any relative(s) working in Select Investment Services Limited?

客戶之董事是否有親戚在弘富投資工作?

 No不是  是, 請說明 Yes, please specify Name姓名: \_\_\_\_\_ Relationship關係: \_\_\_\_\_

Share Capital 股本

Authorized Share Capital : \_\_\_\_\_ shares of par value USD / HKD / Other (please specify) \_\_\_\_\_ each share.

法定股本 \_\_\_\_\_ 股, 面值為美元 / 港元 / 其他貨幣 (請註明) \_\_\_\_\_ 元之股份。

Issued Share Capital : \_\_\_\_\_ shares of par value USD / HKD / Other (please specify) \_\_\_\_\_ each share, fully/partly paid.

已發行股本 \_\_\_\_\_ 股, 面值為美元 / 港元 / 其他貨幣 (請註明) \_\_\_\_\_ 元之已繳足 / 未繳足股份。

Shareholders (names and addresses) 股東 (名稱及地址)

Director(s) 董事

The ultimate beneficial owner(s) of the Account is/are 最終擁有本帳戶實質權益的人士為 :

Name 姓名

Address 地址

Telephone and/or Fax No. 電話及/或傳真號碼

:

Passport/ID No. 護照/身份證 /號碼

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**D****Account Applicant's Bank Details 公司戶口申請人的銀行資料**

All monies payable to your company are to be credited to the following bank account (Select Investment Clients must designate a bank account) 須付予公司客戶的款項將會被轉入下列銀行帳戶 (弘富投資客戶必須指定一個銀行帳戶)

Bank Name 銀行名稱	Bank Account Currency / Number 銀行帳戶貨幣 / 號碼	
	<input type="checkbox"/> HKD 港元	A/C# 帳戶號碼 _____
	<input type="checkbox"/> USD 美元	A/C# 帳戶號碼 _____
	<input type="checkbox"/> RMB 人民幣	A/C# 帳戶號碼 _____

Bank Account Holder's Name (name(s) shown on bank statements and this Form should match)

帳戶持有人名稱(須與客戶的銀行結單及此表格上的名稱相符)

If bank account is outside Hong Kong, please state location and SWIFT code (if applicable)

若為香港以外銀行帳戶，請提供地區 及 SWIFT 編號 (若適用者)

**Applicant's Financial Profile and Investment Experience 申請人財務紀錄及投資經驗**

This following information is obtained to fulfill the "Know your client requirements" of the Securities and Futures Commission of Hong Kong.

所需資料是根據香港證券及期貨監察委員會所制定的認識你的客戶要求而索取

**Your financial information 客戶財務資料**

(a) Annual net profit after tax (HKD) 每年稅後純利 (港元)\*

(i) HKD港元\* \_\_\_\_\_ for fiscal year ending 財政年度 \_\_\_\_\_

(ii) HKD港元\* \_\_\_\_\_ for fiscal year ending 財政年度 \_\_\_\_\_

(\* please specify if in foreign currency 若為外幣，請註明)

(b) Total net worth (HKD) 客戶資產淨值 (港元): \_\_\_\_\_

(c) Do you own any property / real estate 客戶是否擁有任何資產 / 物業?

 No 沒有  Yes, details are 有，詳情為: \_\_\_\_\_ With financing 有借貸 Without financing 無借貸**Your investment experience 客戶投資經驗:**

Experience (in year(s))

經驗 (年)

 HK listed securities (average trade size) 香港上市證券 (平均交易額) HKD 港元 \_\_\_\_\_ Overseas listed securities (average trade size) 海外上市證券 (平均交易額) HKD 港元 \_\_\_\_\_ HK futures and options (number of contracts and product(s)) 香港期貨及期權 (合約數量及產品) \_\_\_\_\_ Overseas futures and options (number of contracts and product(s)) 海外期貨及期權 (合約數量及產品) \_\_\_\_\_ Short selling of listed securities 沽空上市證券  Yes 有  No 沒有 \_\_\_\_\_



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Your investment objectives and risk tolerance 客戶投資目的及可承受風險:

(a) Investment objectives 投資目的

Income 收入       Hedging 對沖       Capital Gain 資本增值       Speculation 投機

(b) Risk tolerance 可承受風險

Low 低風險       Medium 中等風險       High 高風險

Specimen of your company chop or seal 客戶公司蓋章或印章式樣

The Account may be operated on the instructions of any \_\_\_\_\_ of the following persons (each an "Authorized Person"), pursuant to signature arrangements below 本帳戶可根據下列的簽名安排，由下列的 \_\_\_\_\_ 人(“獲授權代理人”)向弘富投資發出指示及運作本帳戶：

Authorized Person's Name 獲授權代理人姓名	ID Card No./Passport No. and Issuing Country 身份證或護照號碼及發出國家及地區	Telephone/Mobile Telephone No. 電話 / 手提電話號碼	Specimen Signature 簽名樣本

Note: please cross out any unused spaces above 注意：請劃去多餘的空格地方

Please specify any other signature arrangements (if any) 請註明任何其他簽署安排 (如有):



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### Declaration and Client's Signature 聲明和客戶簽署

The Account Applicant(s) represent(s) that the information on this Account Opening Form is true, complete and correct and that the representation in the attached Customer Agreement of Select Investment Services Limited (the "Agreement") are accurate. Information on this Account Opening Form and representations in the Agreement are collectively referred as "The Account Opening Information". Select Investment Services Limited is entitled to rely fully on such Account Opening Information for all purposes, unless Select Investment Services Limited receives notice in writing of any changes. Select Investment Services Limited is authorized at any time to contact anyone, including but without limitation to banks, brokers or any credit agency for purpose of verifying the Account Opening Information. All transactions to be concluded with or through Select Investment Services Limited shall be subject to the terms and conditions of the Agreement. Please read the Agreement carefully before signing this Account Opening Form. By signing below, the Account Applicant(s) confirm(s) that the Company(ies) has/have read, understood and accepted the Agreement, in particular the section entitled Risk Disclosure Statements and shall be bound by the Agreement as it may be amended from time to time.

The Account Applicant(s) acknowledge(s) that the Company(ies) has/have received a copy of the Agreement and hereby confirm(s) that Select Investment Services Limited has provided the Risk Disclosure Statements annexed in the Agreement in a language of the choice of the Account Applicant(s) (English or Chinese) and the Account Applicant(s) has/have been invited to read the Risk Disclosure Statements, to take questions and take independent advice if the Company(ies) wish(es).

The Customer represents, warrants, confirms and undertakes as follows:

- a. where the Customer trades any Products traded in the U.S., that the Customer is not a "U.S. Person" as stipulated in Client Agreement, and that in the event that the Customer becomes such a person, the Customer will notify SISL immediately and will transfer all of his holdings in Products traded in the United States within a month of the occurrence of the event or any other period as determined by SISL, and the Customer acknowledges that in that case all the income, proceeds, interest and distribution arising from such Products shall be subject to the maximum withholding tax rate or any other withholding tax rate as determined by SISL from time to time;
- b. that the Customer is not a director or officer, or shareholder who holds 10% or more of the interests in the shares of, a company listed on any stock exchange in the United States;
- c. that the Customer is not:
  - i. registered or qualified with the Securities and Exchange Commission of the United States, the Commodities Futures Trading Commission of the United States, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association ;
  - ii. engaged as "investment advisor" as that term is defined in Section 202 (11)(a) of the Investment Advisor's Act of 1940 (whether or not registered or qualified under that Act); or
  - iii. employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require him to be so registered or qualified if he were to perform such functions for an organization not so exempt, and in the event that the customer becomes so registered, qualified, engaged or employed he will notify SISL immediately. In the event that the Customer is or becomes deemed by any U.S. Market Data Provider to be so registered, qualified, engaged or employed the Customer agrees that SISL shall have the right to pass on to the Customer any additional market data subscription fees and any other fees and costs incurred as a result of or in connection with the foregoing.



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本公司茲聲明在本開戶申請表內的資料屬實、完整及正確，而附上弘富投資服務有限公司的【客戶協議】(如適用包括其它附件)(以下簡稱為《協議》)內的一切申述準確。本開戶申請表內的資料及《協議》內的申述，以下統稱『開戶資料』，除非弘富投資服務有限公司接到更改有關『開戶資料』內容的書面通知，弘富投資服務有限公司有權在任何用途上完全依賴這些『開戶資料』。弘富投資服務有限公司有權隨時聯絡任何人，包括但不限於本公司之銀行、經紀或任何信貸調查機構，以求証實『開戶資料』內所載之內容。所有由本公司或透過弘富投資服務有限公司進行之交易均受《協議》之條文限制。請於申請戶口前細閱《協議》各項條文。於下方簽署乃確認本公司已細閱、明白及同意《協議》(尤其【風險披露聲明】一節)及並接受該等現時有效及不時修改的條文約束。

本公司謹此聲明本公司已收受【客戶協議】及確認弘富投資服務有限公司已按照本公司選擇的語言(中文或英文)獲提供附於【客戶協議】內的【風險披露聲明】，及已獲邀閱讀該等聲明、提出問題及徵求獨立的意見(如本公司有此意願)。

(適用於美國證券買賣出服務的申請)

客戶陳述、保證、確認和承諾如下：

- a. 倘若客戶買賣任何在美國交易的產品，客戶並非「美國人士」，而且，倘若客戶成為「美國人士」，客戶應立即通知本行，並於該等情況發生後一個月內(或本行決定的任何其他時限內)將其持有的所有在美國交易的產品的權益轉讓；客戶確認，在該等情況下，因該等產品產生的所有入息、收益、利息和分派均應按最高的預扣稅稅率或本行不時決定的任何其他預扣稅預扣；
- b. 客戶並非在美國任何證券交易所上市的任何公司的董事或行政人員，亦非持有任何此類上市公司的百分之十或以上股權的股東；
- c. 客戶：
  - i. 並無美國證券交易委員會、美國商品期貨交易委員會、任何州份的證券代理機構、任何證券交易所或協會，或者任何商品或期貨合約市場或協會註冊或具備上述機構或組織的會員資格；
  - ii. 並無受聘擔任為《1940年投資顧問法》第202(11)(a)條所定義的「投資顧問」(不論是否已按該法註冊或獲得該法要求的資格)；或
  - iii. 並無受顧於獲豁免根據聯邦及/或州的證券法律註冊的銀行或其他機構以履行其若受顧於該等銀行及機構須註冊或具備的資格方可履行的職責，及

倘若客戶後來如上述所言獲得註冊、獲得資格、受聘或受顧，客戶應立即通知本行。倘若客戶成為或被任何美國市場數據提供者視為如上述已經註冊、獲得資格、受聘或受僱的人士，則客戶同意本行有權收取任何額外的市場數據訂閱費以及由此引起的或與之有關的任何其他收費和費用轉嫁給客戶。

\_\_\_\_\_  
Client Signature(s) with company chop 客戶簽署並蓋章

Authorized signatory's name(s) and title(s)

Date (dd/mm/yy)

客戶簽署代表人姓名及職銜

日期(日/月/年)



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IF THIS DOCUMENT IS NOT EXECUTED BY THE CLIENT IN FRONT OF EMPLOYEE OF SELECT INVESTMENT SERVICES LIMITED, BELOW SHOULD BE SIGNED BY A SPECIFIED PERSON§ [if applicable] 若客戶並非在弘富投資的僱員面前簽立文件，則以下應由指定人士§ 簽署 [若適用者]

§ Any SFC licensed or registered person, an affiliate of such person, a Justice of the Peace, a Branch Manager of a bank, Certified Public Accountant, Lawyer or Notary Public. 任何香港證監會持牌人或註冊人、其聯繫人士、太平紳士、銀行分行經理、執業會計師、律師或公證人。

The undersigned person hereby certifies the signing of this document (together with the above Agreement) by the above Client and sighting of related identity documents of such Client. 下述簽署人士謹此驗證上述客戶簽立此文件(連同該協議書)及其有關的身份證明文件 :-

Signed and Certified by 簽署及驗證

\_\_\_\_\_  
Signature 簽署

\_\_\_\_\_  
Name 姓名

\_\_\_\_\_  
Profession / Title 所屬專業 / 職銜

\_\_\_\_\_  
Date (dd/mm/yy) 日期 (日/月/年)

Contact details 聯絡資料

Company Name 公司名稱:

Nature of Business 商業性質:

Office e-mail address 公司電郵地址:

Office Phone No. 公司電話:

Office Fax No. 公司傳真號碼::

Office Address 公司地址:



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FOR OFFICE USE ONLY 以下由弘富投資服務有限公司填寫

I/We, the representative(s) of Select Investment Services Limited, hereby declare and confirm that I/we have provided the Risk Disclosure Statements annexed hereto in a language of the Client's choice (English or Chinese) and invited the Client to read the Risk Disclosure Statements, ask questions and take independent advice if the Client wishes.

本人/吾等為弘富投資服務有限公司的註冊職員，並謹此聲明及確認本人/吾等已按照上述客戶所選擇的語言(中文或英文) 提供附於本表的風險披露聲明及邀請客戶閱讀該風險披露聲明、提出問題及徵求獨立的意見(如客戶有此意願)。

# The above Client signature(s) was / were made in my / our presence.

# 以上客戶簽署乃於本人 / 吾等面前簽立。

\_\_\_\_\_  
Signature of Staff

\_\_\_\_\_  
Name and CE No. of Staff

\_\_\_\_\_  
Date (dd/mm/yy)

職員簽署

職員名稱及中央編號

日期 (日/月/年)

How long have you known the Client or who introduced to you the Client? 你認識這客戶已多久或誰人介紹這客戶?

\_\_\_\_\_  
# This sentence must be deleted if not applicable 若不適用者，此句必須被刪去。

CHECKED BY 複核:

\_\_\_\_\_  
Signature of Staff

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date (dd/mm/yy)

職員簽署

職員名稱

日期 (日/月/年)

APPROVED AND ACCEPTED BY 批核及接納:

\_\_\_\_\_  
Signature of Staff

\_\_\_\_\_  
Name and CE No. of Staff

\_\_\_\_\_  
Date (dd/mm/yy)

職員簽署

職員名稱及中央編號

日期 (日/月/年)





## Select Investment Services Limited

弘富投資服務有限公司

1713B-1714, 17/F, Hong Kong Plaza, No. 188 Connaught Road West, Western District, Hong Kong

Tel : (852) 2804 2968 Fax: (852) 3104 9938

SFC CE No: AXU865

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### CERTIFIED EXTRACT OF BOARD RESOLUTION

Name of Client :

(the "Company")

At a Meeting of the Directors of the Company duly convened and held at the address of :

\_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, at which a quorum was present and acting throughout, the following Resolutions were duly passed by the Board of Directors :

1. That (an) account(s) (the "Account") be opened and maintained in the name of the Company with Select Investment Services Limited ("Select Investment") for the purpose of the Company engaging securities trading and related services of Select Investment whether on credit or otherwise including but not limited to any purchases, sales, holdings and other dealings in securities as the Company may from time to time request and that the Account and all such purchases, sales, holdings and other dealings be effected and all such services by Select Investment to the Company be provided subject to and in accordance with the provisions of Select Investment's Client Agreement, the Account Opening Form and such additional terms to be specified by Select Investment and notified to the Company from time to time (collectively, the "Securities Trading Agreement"); and

2. That the Securities Trading Agreement in such form as completed (including as to the identities of the persons authorized to serve as ("Authorized Persons") and produced to the Meeting be and are hereby approved and any Director of the Company or any other person whom the Company may authorize by way of Board Resolution or Power of Attorney be authorized to execute the Securities Trading Agreement for and on behalf of the Company (and, where necessary, to affix the common seal of the Company thereon) and the signed originals thereof be delivered to Select Investment.

I, the undersigned, DO HEREBY CERTIFY that the foregoing is a true copy of the Resolutions which (a) were duly passed in accordance with the Memorandum and Articles of Association (or other constitutional documents) of the Company, (b) have been duly recorded in the minutes book of the Company, and (c) remain in full force and effect, no action having been taken to rescind or amend the said Resolutions.

Date this \_\_\_\_\_ day of \_\_\_\_\_.

Duly Authorized for and on behalf of the Company

Signature :

Name :

Title :



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#### 董事局決議案核證摘要

客戶名稱： \_\_\_\_\_ ("公司")

於 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日，本公司董事局在地址：

\_\_\_\_\_

召開董事局會議，期間具備會議所需的合法人數，並且正式通過以下決議案：

1. 決議通過以公司的名義，在弘富投資服務有限公司（“弘富投資”）開立及運作一個或以上的帳戶（“帳戶”），從而令公司得以使用弘富投資無論是否以借貸形式所提供的證券及有關服務，該等服務包括但不限於弘富投資於收到公司不時的請求下代其執行的任何證券的買賣、持有及其他交易，而公司的帳戶及所有該等買賣、持有及其他交易及所有弘富投資向公司提供的上述服務，須受以下文件約束：弘富投資的客戶協議書、開戶表及其他由弘富投資不時指明及向客戶知會的額外條款（統稱“證券交易協議”）；及

2. 決議通過在本會議出示及填妥的證券交易協議(包括獲授權作為“獲授權代理人”的人士的身份)及授權公司任何董事或任何由公司決議案或授權書方式授權的其他人士代表公司簽署該證券交易協議(並在有需要時加蓋公司的印章)，而該證券交易協議的已簽署正本將須交予弘富投資。

下述簽署人現證明前述為：(a) 依照公司的章程大綱及細則(或其他憲章性文件)妥善地通過的決議案的真實副本；(b) 已妥善地記錄在公司的會議記錄冊之上；及(c) 繼續全面生效及並沒有採取任何行動以撤銷或修訂該等決議案。

日期：\_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

獲公司正式授權的代表

簽署

姓名：

職銜：



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#### Letter of Guarantee 擔保書

Name of Client 客戶名稱 : \_\_\_\_\_ (the "Client") ("客戶")

Name of Guarantor 擔保人名稱 : \_\_\_\_\_ (the "Guarantor") ("擔保人")

To: Select Investment Services Limited ("Select Investment") 致 : 弘富投資服務有限公司 ("弘富投資")

1713B-14, 17th Floor, Hong Kong Plaza

香港干諾道西 188 號

No.188 Connaught Road West, Hong Kong

香港商業中心 17 樓 1713B-14 室

From: (Name of Guarantor) \_\_\_\_\_ (the "Guarantor"), which is

由 : (擔保人名稱) \_\_\_\_\_ ("擔保人"), 為

(Please complete either (a) or (b) below) (請填寫下面(a) 或 (b) 部份)

either (a) a company established in accordance with the laws of \_\_\_\_\_

一間公司根據右述之法律成立

with a registered address of \_\_\_\_\_

其註冊地址為

and a principal place of business of \_\_\_\_\_

及其主要業務地點為

and a telephone number of \_\_\_\_\_ and fax number of \_\_\_\_\_

電話號碼為

及傳真號碼為

or (b) an individual residing at \_\_\_\_\_

或 一名個人現居於

with a Hong Kong I.D. Card No. / Passport No. of \_\_\_\_\_

香港身份證號碼/ 護照號碼

and a telephone number of \_\_\_\_\_ and fax number of \_\_\_\_\_

電話號碼為

及傳真號碼為



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**Re: Agreement made between Select Investment and the Client (the "Agreement") comprising the Account Opening Form and the Client Agreement attached thereto (as may be amended or supplemented by Select Investment from time to time)**

**關於弘富投資與客戶訂立而由開戶表及附於該表格的客戶協議書（可不時由弘富投資作出修改或增補）所組成的協議（“協議”）**

Dear Sirs,

In consideration of Select Investment agreeing to provide or continue to provide to the Client securities trading, whether on credit or otherwise and other financial accommodation and related services pursuant to or under the Agreement (receipt of a copy whereof is hereby acknowledged), the undersigned Guarantor hereby agrees as follows:

### *1. Guarantee and Indemnity*

1.1 Guarantee: The Guarantor unconditionally and irrevocably guarantees to Select Investment that, if for any reason the Client does not pay any sum payable by it under the Agreement, including without limitation all expenses, costs and losses payable thereunder, by the time, on the date and otherwise in the manner specified by Select Investment, the Guarantor as primary obligor will pay to Select Investment that sum on demand by Select Investment provided Select Investment shall not be under any obligation, whether to the Guarantor, the Client or otherwise, to make any such demand or to make such demand at any particular time.

1.2 Guarantor as Principal Debtor: As between the Guarantor and Select Investment but without affecting the Client's obligations, the Guarantor shall be liable under this Guarantee as if it were the sole principal debtor and not merely a surety. The Guarantor agrees to pay Select Investment such sum as may be demanded by Select Investment whether or not Select Investment has given the Client the first opportunity to pay and discharge such obligations. Accordingly, the Guarantor shall not be discharged, nor shall its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal debtor including without limitation:

1.2.1 any time, indulgence, concession, waiver or consent at any time given to the Client or any other person,

1.2.2 any amendment or supplement to any clause or provision of the Agreement,

1.2.3 the making or absence of any demand on the Client or any other person for payment,

1.2.4 the enforcement or absence of enforcement of the Agreement or this Guarantee,

1.2.5 the taking, existence or release of any security interest or other guarantee,

1.2.6 the winding-up, dissolution or bankruptcy of the Client or any other person, or any step being taken for any such winding-up, dissolution or bankruptcy, or

1.2.7 the illegality, invalidity or unenforceability of, or any defect in, any provision of this Guarantee or the Agreement or any of the obligations of any of the parties under or in connection with this Guarantee or the Agreement.

1.3 Guarantor's Obligations Continuing: The Guarantor's obligations under this Guarantee are and will remain in full force and effect by way of continuing security until no sum remains to be paid under the Agreement and Select Investment has irrevocably received or recovered all sums payable under the Agreement. Furthermore, those obligations of the Guarantor are additional to any other right which Select Investment may possess and may be enforced without first having recourse to the Client, any other person or any other security interest. The Guarantor irrevocably waives all notices and (except as required by the above Clause 1.1) demands of any kind.

1.4 Avoidance of Payments: The Guarantor shall on demand indemnify Select Investment against any funding or other cost, loss, expense or liability sustained or incurred by Select Investment as a result of it being required for any reason (including any bankruptcy, insolvency, winding up or similar law of any jurisdiction) to refund all or part of any amount received or recovered by it in respect of any sum payable by the Client under the Agreement and shall in any event pay to Select Investment on demand the amount so refunded by it.

1.5 Indemnity: As separate, independent and alternative stipulations, the Guarantor unconditionally and irrevocably agrees that any sum which, although expressed to be payable by the Client under the Agreement, is for any reason (whether or not now existing and whether or not now known or becoming known to any party to the Agreement) not recoverable from the Guarantor on the basis of a guarantee shall nevertheless be recoverable from it as if it were the sole principal debtor and shall be paid by it to Select Investment on demand.

### *2. Representations and Warranties*

The Guarantor represents and warrants to and for the benefit of Select Investment as follows:

2.1 Powers: It has the power to enter into, exercise its rights and perform and comply with its obligations under this Guarantee.

2.2 Authorization and Consents: All actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) in order:

2.2.1 to enable the Guarantor lawfully to enter into, exercise its rights and perform and comply with its obligations under this Guarantee,

2.2.2 to ensure that those obligations are valid, legally binding and enforceable, and

2.2.3 to ensure that those obligations rank and will at all times rank at least equally and rateably in all respects with all its other unsecured indebtedness except for such unsecured indebtedness as would, by virtue only of the operation of law, be preferred in the event of its winding-up, dissolution or bankruptcy, have been taken, fulfilled and done.

2.3 Non-Violation etc.: Its entry into and / or performance of or compliance with its obligations under this Guarantee does not and will not violate or exceed any borrowing or other power or restriction granted or imposed by any law to which it is subject or its constitutional documents, or result in the existence of, or oblige it to create, any security over its assets.

2.4 Repetition: Each of the representations and warranties in this Clause 2 will be correct and complied with in all respects so long as any sum remains payable under the Agreement as if repeated then by reference to the then existing circumstances.

### *3. Interest*

Payment of interest: The Guarantor agrees to pay interest to Select Investment, at the rate of interest applicable under the Agreement to overdue sums, on all sums demanded under this Guarantee from the date of Select Investment's demand or, if earlier, the date on which the relevant damages, losses, costs, liabilities or expenses arose in respect of which such demand has been made until the date of receipt of such sums by Select Investment (both before and after judgment) at such rate of interest applicable under the Agreement to overdue sums.

### *4. Payments*

4.1 Payments to be free and clear: All sums payable by the Guarantor under this Guarantee shall be paid free of any restriction or condition and free and clear of and (except to the extent required by law) without any deduction or withholding, whether for or on account of tax, by way of set-off or otherwise and any payment made shall be grossed up as necessary to achieve the same.

4.2 Manner of payments: On each date on which any sum is due from the Guarantor it shall make that sum available to Select Investment, by payment in HK\$ or, at Select Investment's election, in the currency in which the relevant sum would otherwise be payable under the Agreement. Payment shall be made in immediately available funds to such account as Select Investment may specify.

### *5. Set-off*

The Guarantor authorises Select Investment and its affiliates to apply (without prior notice) any credit balance (whether or not then due) to which the Guarantor is at any time beneficially entitled on any account at, any sum held to its order by and / or any liability to it of, any office of Select Investment and its affiliates in or towards satisfaction of any sum then due from it to Select Investment under this Guarantee and unpaid and, for that purpose, to convert one currency into another. In relation to Select Investment, an affiliate means an entity directly or indirectly controlling, controlled by or under common control with Select Investment. For this purpose, "control" of any entity or Select Investment means ownership of a majority of the voting power of the entity or Select Investment as the case may be.

### *6. Transfer*

6.1 Guarantor: The Guarantor may not assign or transfer all or part of its obligations under this Guarantee.

6.2 Select Investment: Select Investment may assign or transfer all or part of its rights and obligations under this Guarantee with or without notice to the Guarantor. No consent shall be required from the Guarantor to any such assignment or transfer.

6.3 Disclosure of Information: Select Investment may disclose to an actual or potential assignee, transferee, sub-participant or to any regulatory authority requesting the same, such



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information about the Guarantor or any other person as Select Investment may think fit.

#### 7. No Implied Waivers, Remedies Cumulative

No failure on the part of Select Investment to exercise, and no delay on its part in exercising, any right or remedy under this Guarantee will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of that or any other right or remedy. The rights and remedies provided in this Guarantee are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

#### 8. Communications

8.1 Each communication under this Guarantee shall be made by fax, telex or otherwise in writing. The initial contact details of each of the Guarantor and Select Investment are as listed above.

8.2 Deemed Delivery: Any communication or notice from the Guarantor shall be irrevocable, and shall not be effective until received by Select Investment. Any communication or notice from Select Investment to the Guarantor shall be conclusively deemed to be received by the Guarantor.

#### 9. Partial Invalidity

The illegality, invalidity or unenforceability of any provision of this Guarantee under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

#### 10. Language

The Guarantor hereby confirms that the Guarantor has received and read the English and Chinese versions of this Guarantee and that the Guarantor understands and accepts the terms set out in this Guarantee. In the event of any discrepancy between the Chinese text and the English text of this Guarantee, the English version shall prevail.

#### 11. Personal Data

11.1 The Guarantor acknowledges and agrees that the Guarantor has read and understood Select Investment's Personal Information Collection Statement and that the personal data of the Guarantor held by Select Investment may be used for the purposes stated therein and transferred to the persons mentioned therein, and generally that such Statement shall apply to Select Investment's treatment of the personal data of the Guarantor.

11.2 The Guarantor understands that as an individual guarantor the Guarantor is entitled, by written request to Select Investment's Data Protection Officer, to access the personal information held about the Guarantor and, if applicable, to correct any inaccuracies in that information.

11.3 The Guarantor understands that the Guarantor's personal information may be supplied to credit reference agencies and in the event of default, debt collection agencies. The Guarantor is entitled, upon request, to be informed which items of information are routinely so disclosed, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agencies or debt collection agencies, as the case may be.

#### 12. Governing Law

This Guarantee and all rights, obligations and liabilities hereunder shall be governed by and construed and may be enforced in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China. The Guarantor hereby agrees to submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region of the People's Republic of China.

擔保書 (中文版本, 只供參考)

敬啟者：

基於弘富投資同意依據上述協議(謹此聲明擔保人已收受其副本)向客戶提供或繼續提供無論是保證金與否的證券交易、信貸便利及其他財務通融及有關的服務,於下方簽署的擔保人現同意以下各點：

#### 1. 擔保及彌償

1.1 擔保：擔保人無條件及不可撤銷地向弘富投資擔保,表明如客戶沒有根據協議及在弘富投資指定的日期或方式支付任何根據協議應予弘富投資的款項,包括但不限於任何開支、成本及損失,則作為主要責任人,擔保人將會向弘富投資支付弘富投資所要求支付的款項,但弘富投資並沒有任何責任(不論是對擔保人、客戶或其他人士)作出任何該等要求或在任何具體時間作出該等要求。

1.2 擔保人作為主要債務人：在擔保人與弘富投資之間而言(但不影響客戶的責任),擔保人將會根據本擔保書承擔作為唯一的主要債務人而不是單純作為保證人。擔保人同意向弘富投資支付任何弘富投資可能會要求支付的款項(不論弘富投資有否向客戶給予第一機會支付及解除該項責任)。因此,如擔保人在作為唯一主要債務人的情況下有任何事物不會令其責任得以解除或其責任受到影響,則該等事物亦不會解除擔保人的責任或影響其責任,包括但不限於：

1.2.1 在任何時候向客戶或任何其他人士所給予的任何時間、容忍、讓步、寬免或同意;

1.2.2 任何對協議條款或條文的修訂或補充;

1.2.3 向客戶或任何其他人士作出任何支付款項的要求或未有作出該等要求;

1.2.4 強制執行或未有強制執行上述協議或本擔保書;

1.2.5 任何保證權益或其他擔保的取得、行使或解除;

1.2.6 客戶或任何其他人士的清盤、解散或破產,或正在採取任何行動以進行該等清盤、解散或破產;或

1.2.7 本擔保或上述協議的任何條款或根據或涉及本擔保或上述協議的任何一方的責任的不合法性、不正確性或未能強制執行或任何缺陷。

1.3 擔保人的持續責任：除非根據上述協議沒有任何款項繼續需要支付及弘富投資已不可撤銷地取得或討回所有根據上述協議應支付的款項,否則擔保人根據本項擔保的責任將會以持續保證的方式在現時及將來繼續全面生效。此外,擔保人所承擔的責任是額外於任何弘富投資可能擁有及強制執行的其他權利,並可在無須首先向客戶、任何其他人士或任何保證權益進行追索的情況下而強制執行。擔保人不可撤銷地放棄任何性質的獲取通知及要求的權利(但上述第 1.1 條所規定者除外)。

1.4 支付款項的退回：若弘富投資因任何原因(包括破產、無償債能力、清盤或任何司法區中的類似法律)須退回全部或部分其客戶根據協議所支付的任何款項,擔保人須在接獲要求後彌償弘富投資因此而招致的款項支出或其他費用、損失、開支或其他因此而承擔或招致的債務,並且無論如何須在接獲要求後向弘富投資支付弘富投資一如上述所須退回的任何款項。

1.5 彌償：作為獨立、分開及另外的條款,擔保人無條件及不可撤銷地同意任何款項(雖然根據上述協議表述為應由客戶所支付)如因為任何原因(不論該原因現時是否存在或是否現時或將會由上述協議的任何一方所知悉)而未能根據擔保的理由向擔保人討回,則有關款項仍無論如何可從擔保人討回,猶如擔保人是該等款項的唯一主要債務人,擔保人並須應弘富投資的要求向弘富投資支付該等款項。

#### 2. 陳述及保證

擔保人向弘富投資及為弘富投資的利益作出以下陳述及保證：

2.1 權力：擔保人有權訂立本擔保,以及有權力行使其有關權利並且執行及遵守其根據本擔保的責任。

2.2 授權及同意：任何達致以下目的而須採取、滿足及完成的所有行動、條件或事物(包括取得任何所需的同意)已經被採取、滿足及完成：

2.2.1 令擔保人合法地訂立本擔保及行使其根據本擔保之下的權利並且執行及遵守本擔保的責任；

2.2.2 以確保該些責任是有效的、具法律約束力的及可強制執行的；及

2.2.3 以確保該些責任的級別及在任何時候其級別最少在所有情況下相等於及等同於其所有其他的非擔保債務(但根據法律運作當其清盤、解散或破產時獲優先看待的其他非擔保債務則除外)。

2.3 不違反等：擔保人訂立本擔保及/或履行或遵守本擔保之下的責任,現時不會及將來亦不會違反或超過根據其受約束的法律或其組成文件所授予或施加的任何借貸或其他權力或限制,或導致擔保人的資產存在或令擔保人有責任對其資產作出任何保證。

2.4 重複：只要根據協議仍有任何款項需予支付,此第 2 條所載的每項陳述及保證在所有方面而言都會是正確和獲得遵守的,猶如在參照當時的情況下予以重複一樣。



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#### 3. 利息

支付利息：擔保人同意如擔保人未能如期償還弘富投資根據本擔保所要求清還的任何款項，擔保人將為該筆過期的款項支付利息。有關利息將會由弘富投資作出有關要求的日期起計，或如較早的話，由有關要求所涉及的賠償、損失、成本費用、債務或開支產生的當日起計，直至弘富投資收回該等款項為止(在取得裁決之前及之後)，並依照上述協議就過期未付的款項而徵收的利率計算有關利息。

#### 4. 支付

4.1 支付款項必須不附帶限制及清楚：擔保人根據本擔保支付的所有款項必須不附帶任何限制或條件，以及不得計及任何扣除或預扣的款項（法律另有規定者除外），不論有關扣除或預扣是否為著稅務理由，或由於抵銷或其他原因所作出，以及擔保所支付的任何款項須作出所需的總計以達至上述要求。

4.2 支付方式：在每個到期付款的日子，擔保人須向弘富投資提供有關的即時可動用款項，以港元或由弘富投資酌情決定根據上述協議所指定的有關款項的貨幣，將該款項支付入弘富投資指定的帳戶之內。

#### 5. 抵銷

擔保人授權弘富投資及其聯屬人在毋須給予事先通知的情況下，將擔保人在弘富投資及弘富投資任何聯屬人的帳戶中實益擁有的款項結餘(不論當時是否到期)或將弘富投資及弘富投資任何聯屬人須按其指示所持有的任何款項或向其負責的債務動用，藉以支付其根據本擔保所虧欠弘富投資而仍未付還的款項。為達至該目的，擔保人並且授權弘富投資將有關款項由一種貨幣轉換成另一種貨幣。聯屬人就弘富投資而言，指弘富投資直接或間接擁有的任何實體，任何直接或間接擁有弘富投資的實體；或任何與弘富投資一樣直接或間接地由同一擁有人所擁有的實體。就此而言，“擁有”一個實體或弘富投資持有該實體或弘富投資的過半數表決權。

#### 6. 轉讓

6.1 擔保人：擔保人不得出讓或轉讓其根據本擔保之下的所有或部份責任。

6.2 弘富投資：弘富投資可於通知或不通知擔保人的情況下出讓或轉讓弘富投資根據本擔保之下的所有或部份權利及責任。就任何該等出讓或轉讓而言，弘富投資毋須取得擔保人的同意。

6.3 資料披露：弘富投資可在其認為適當的情況下，向任何實在的或潛在的承讓人、轉讓人、次級參與者或任何監管機構披露有關擔保人或任何人士的資料。

#### 7. 無隱含的寬免、累積的補救

即使弘富投資未有或延遲行使根據本擔保之下的任何權利或補救，亦不會構成任何有關這方面的寬免，而任何單獨或部份地行使有關權利或補救的方式，亦不會限制弘富投資日後行使或進一步行使有關其他的權利或補救。本擔保所述的權利及補救是累積的，並且不會排除任何其他其他的權利或補救(不論是否由法律所規定)。

#### 8. 通訊

8.1 根據本擔保所作出的通訊須由傳真、電傳或書面方式作出。擔保人及弘富投資各自最初的聯絡資料列出如上。

8.2 視作交付：擔保人所作出的通訊或通知將會是不可撤銷的，並且要直至弘富投資收到後方才生效。任何由弘富投資作出的通訊或通知將會不可質疑地視作為已由擔保人收妥。

#### 9. 部份不生效

本擔保的任何條文如根據任何司法區的法律是不合法、不能生效或無法強制執行的亦不會影響其在任何其他司法區法律之下的合法性、效力或可強制執行性，亦不會影響其他條文的合法性、有效性及可執行性。

#### 10. 語言文字

擔保人確認其已收到及閱讀本擔保的中、英文版本並接納本擔保的條款。如本擔保中、英文版本有任何分歧，概以英文版本為準。

#### 11. 個人資料

11.1 擔保人已看過及明白弘富投資的個人資料收集聲明，擔保人並同意弘富投資持有關於擔保人的個人資料將被用作該聲明內所列明的用途及轉交至該聲明內所述及的人士。一般而言，該聲明將適用於弘富投資處理擔保人的個人資料程序中。

11.2 擔保人明白其作為個人擔保人是有權向弘富投資的個人資料保護主任提出書面的請求去查閱被持有關於擔保人的個人資料及(若適用者)要求更改該些資料錯誤的地方。

11.3 擔保人明白擔保人的個人資料可被提供予信貸資料服務機構及於欠帳時給予收數公司。擔保人有權要求被通知那些資料的項目是一般性會被披露，及獲提供進一步資料藉此可向有關機構提出查閱及更正的要求。

#### 12. 準據法

本擔保書及所有在其之下的權利、義務及責任將由中華人民共和國香港特別行政區的法律所約束和詮釋，並可依照該等法律被執行。擔保人同意接受中華人民共和國香港特別行政區法院的非獨佔性司法管轄權的約束。

This Guarantee is signed on and dated :

此擔保書的簽署日期為

INDIVIDUAL GUARANTOR 個人擔保人

Signature 簽署

Signed, sealed and delivered by

Name 姓名：\_\_\_\_\_



## Select Investment Services Limited

弘富投資服務有限公司

1713B-1714, 17/F, Hong Kong Plaza, No. 188 Connaught Road West, Western District, Hong Kong

Tel : (852) 2804 2968 Fax: (852) 3104 9938

SFC CE No: AXU865

D

### CORPORATE GUARANTOR 公司擔保人

EITHER

The Common Seal of \_\_\_\_\_ ) Director 董事

(Name of Company)

the Guarantor, was affixed in the presence of \_\_\_\_\_ ) \_\_\_\_\_

\_\_\_\_\_ ) Director / Secretary 董事 / 秘書

\_\_\_\_\_ )

a director and \_\_\_\_\_ ) \_\_\_\_\_

a director / the secretary. \_\_\_\_\_ ) Witness 見証人

公司的法團印章於公司董事及董事/ 秘書面前蓋上。

Witness Name : \_\_\_\_\_ ) \_\_\_\_\_

見証人姓名

OR

或

(if the Corporate Seal is unavailable) Director 董事

(若未能蓋上公司的法團印章)

Executed as a Deed by \_\_\_\_\_ ) \_\_\_\_\_

(Name of Company)

the Guarantor acting by \_\_\_\_\_ ) Director / Secretary 董事 / 秘書

a director and \_\_\_\_\_ ) \_\_\_\_\_

a director / the secretary in the presence of \_\_\_\_\_ ) Witness 見証人

此擔保書由擔保人的董事及董事/ 秘書代以契據形式簽立。

Witness Name : \_\_\_\_\_ ) \_\_\_\_\_

見証人姓名



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### CERTIFIED EXTRACT OF BOARD RESOLUTION (CORPORATE GUARANTOR)

Name of Client : \_\_\_\_\_ (the "Company")

Name of Guarantor : \_\_\_\_\_ (the "Guarantor")

At a Meeting of the Directors of the Guarantor duly convened and held at the address of :

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, at which a quorum was present and acting throughout, the following Resolutions were duly passed by the Board of Directors :

1. That a guarantee be granted in the name of the Guarantor to Select Investment Services Limited ("Select Investment") in relation to the provision by Select Investment to the Client of securities trading, whether on margin or otherwise, margin facilities and other financial accommodation and related services pursuant to an agreement made between Select Investment and the Client (the "Agreement") comprising the Account Opening Form and the Client Agreement attached thereto (as may be amended or supplemented by Select Investment from time to time) (copy of which said Agreement is attached hereto); and

2. That the letter of guarantee in such form as completed and produced to this Meeting (the "Letter of Guarantee") be and is hereby approved and the common seal of the Guarantor be affixed onto the Letter of Guarantee in the presence of any director and/or the Company Secretary or any authorized person of the Guarantor in accordance with the Memorandum and Articles of Association (or other constitutional documents) of the Guarantor and the signed original thereof be delivered to Select Investment.

I, the undersigned, DO HEREBY CERTIFY that the foregoing is a true copy of the Resolutions which (a) were duly passed in accordance with the Memorandum and Articles of Association (or other constitutional documents) of the Guarantor, (b) have been duly recorded in the minutes book of the Guarantor, and (c) remain in full force and effect, no action having been taken to rescind or amend the said Resolutions.

Date this \_\_\_\_\_ day of \_\_\_\_\_.

Duly authorized for and on behalf of the Guarantor

Signature :

Name :

Title :





## Select Investment Services Limited

### 弘富投資服務有限公司

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#### 董事局決議案核證摘要 (公司名義擔保人)

客戶名稱 : \_\_\_\_\_ (" 公司")

擔保人名稱 : \_\_\_\_\_ (" 擔保人")

於 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日, 擔保人董事局在地址 :

\_\_\_\_\_

召開董事局會議, 期間具備會議所需的合法人數, 並且正式通過以下決議案:

1. 決議通過就弘富投資服務有限公司(“弘富投資”)根據弘富投資與客戶所訂立而由開戶表及附於該表格的客戶協議書(可不時由弘富投資作出修改或增補)所組成的協議(“協議”)(現已夾附該協議的副本)向客戶提供的無論是保證金與否的證券交易、信貸便利及其他財務通融及有關的服務, 以擔保人的名義向弘富投資發出一份擔保書; 及
2. 決議通過在本會議出示的已填妥的擔保書(“擔保書”), 及在擔保人的任何董事及/或公司秘書或任何獲授權的代表人在場並按照擔保人的公司章程大綱及細則(或其他憲章性文件)的情況下, 將擔保人的印章蓋於擔保書上, 及在簽妥後將其正本交予弘富投資。

下述簽署人現證明前述為: (a) 依照擔保人的公司章程大綱及細則(或其他憲章性文件)妥善地通過的決議案的真實副本; (b) 已妥善地記錄在擔保人的會議記錄冊之上; 及(c) 繼續全面生效及並沒有採取任何行動以撤銷或修訂該等決議案。

日期 : \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

獲擔保人正式授權的代表

簽署

姓名 :

職銜 :