

To : **The Hongkong and Shanghai Banking Corporation Limited**

**GUARANTEE BY INDIVIDUAL(S) FOR APPLICATION TO BUSINESS INSTALMENT LOAN / BUSINESS CARD PROGRAMME / PROFITS TAX LOAN / EASY EXPORT FINANCE / BUSINESS REVOLVING CREDIT / INNOTECH BUSINESS INSTALMENT LOAN / BUSINESS INSTALMENT LOAN (SFGS)/ 100% GUARANTEE LOAN (For Limited Company Only)**

**Note:** Please tick where applicable and \*delete whichever is not appropriate.

This booklet relates to the Application for  Business Instalment Loan  Business Card Programme  Profits Tax Loan  
 Easy Export Finance  Business Revolving Credit  InnoTech Business Instalment Loan  Business Instalment Loan (SFGS)  
 100% Guarantee Loan (under Application Form dated \_\_\_\_\_)

completed by  as the applicant company.

The Guarantee is applicable only to limited company applicants of Business Instalment Loan / Business Card Programme / Profits Tax Loan / Easy Export Finance / Business Revolving Credit / InnoTech Business Instalment Loan / Business Instalment Loan (SFGS)/ 100% Guarantee Loan. Please complete all sections below.

**Personal Declaration by Guarantor(s) as Director(s)/Principal Shareholder(s)**

Each of the undersigned guarantors:

1. acknowledges that the Bank will be relying on his/her representation in granting the facility to the applicant company;
2. understands that his/her data currently maintained with the Bank may be used for the purpose of processing the above-mentioned application;
3. certifies that he/she is a principal shareholder of the applicant company or a director of the applicant company as indicated below; and
4. confirms that, where he/she has provided any guarantee or other security to the Bank with respect to the indebtedness of the applicant company, his/her guarantee or other security remains in full force and effect and continues to secure the indebtedness under any facilities granted under the above-mentioned application (except where the above-mentioned application is for 100% Guarantee Loan), and such liability under the guarantee or other security will not be discharged or affected by the Bank extending the facilities referred to in the above-mentioned application or by any other act, omission or circumstance which might discharge him/her to any extent.

**X**

Signature

Name:

*\*Director/Principal Shareholder*

**X**

Signature

Name:

*\*Director/Principal Shareholder*

Date:

**Explanatory Notes - Guarantee By Individual(s)**

**Note:** Chinese version is available for reference upon request.

**To: The Hongkong and Shanghai Banking Corporation Limited**  
The Hong Kong Special Administrative Region

You have been asked to sign a Guarantee by The Hongkong and Shanghai Banking Corporation Limited (the "**Bank**") a copy of which is attached to this Explanatory Note.

**THE BANK RECOMMENDS THAT YOU SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING THE GUARANTEE BUT RECOGNISES THAT YOU MAY NOT WISH TO DO SO. THIS EXPLANATORY NOTE IS INTENDED TO HELP YOU BY EXPLAINING SOME OF THE MAIN CLAUSES IN THE GUARANTEE. IF ANY OF YOU HAVE ALREADY PROVIDED THE BANK, OR IN FUTURE PROVIDE THE BANK, WITH SECURITY FOR YOUR OWN INDIVIDUAL LIABILITIES (INCLUDING WITHOUT LIMITATION ANY PROPERTY MORTGAGE), YOU SHOULD NOTE THAT SUCH SECURITY MAY ALSO SECURE YOUR LIABILITIES UNDER THE GUARANTEE. IF AFTER READING THE GUARANTEE AND THIS NOTE, THERE IS ANYTHING IN THE GUARANTEE ANY OF YOU DO NOT UNDERSTAND, OR YOU WANT ANY ADVICE ABOUT THE GUARANTEE OR THE CONSEQUENCES OF SIGNING IT, THEN YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING. PLEASE NOTE THAT YOU HAVE THE RIGHT TO CHOOSE TO PROVIDE THE BANK WITH AN UNLIMITED GUARANTEE (IN WHICH CASE YOU SHOULD INDICATE ON THE GUARANTEE THAT IT IS FOR "UNLIMITED AMOUNT") OR A LIMITED GUARANTEE (IN WHICH CASE YOU SHOULD INDICATE ON THE GUARANTEE THAT IT IS FOR "LIMITED AMOUNT").**

The Main Provisions in the Guarantee are:

- The Guarantee makes you liable for all money, debts and liabilities owed by the person named as "the Customer" in the Guarantee (but, if the Guarantee is for 100% Guarantee Loan, under the relevant application form and related facility only). If you have indicated on the Guarantee that it is for "Unlimited Amount" (an Unlimited Guarantee) then your liability for the Customer's debts and liabilities (but, if the Guarantee is for 100% Guarantee Loan, under the relevant application form and related facility only) will be unlimited. Where you have indicated on the Guarantee that it is for "Limited Amount" (a Limited Guarantee) then you are liable for the Customer's debts and liabilities (but, if the Guarantee is for 100% Guarantee Loan, under the relevant application form and related facility only) up to the amount of the "Maximum Liability" as defined in the Guarantee. Those debts and liabilities can be overdrafts, loans, interest, fees, costs, charges, expenses or any other money owed by the Customer to the Bank, including money owed by the Customer jointly with any other person.
- If the Guarantee is signed by more than one person, the Guarantee makes you jointly and individually liable for all money, debts and liabilities owed by the person named as "the Customer" in the Guarantee and the Bank may claim all of the monies owing under the Guarantee from any one of you without having to claim those monies from all of you.
- Facilities made available by the Bank to the Customer will normally be repayable on demand. We may make demand under the Guarantee if the Customer fails to repay the Bank when the Customer should.
- If you do not pay the guaranteed monies to the Bank when they are due, the Bank may charge you interest on that overdue amount and any costs it incurs in recovering such monies from you. Under a Limited Guarantee, interest, fees, costs, charges and expenses are recoverable by the Bank and are included in the definition of "Maximum Liability".
- If the Guarantee is an Unlimited Guarantee, then the Bank, without needing to inform you or seek your permission, can change, renew or replace any loan or facility made available to the Customer as long as it does not involve any new or increased facilities or any variation to the nature of the facilities granted to the Customer. Should there be any new or increased facilities granted to the Customer or any variation to the nature of the facilities granted to the Customer, the Bank will inform you but will not be required to seek your permission.

**Explanatory Notes - Guarantee By Individual(s) (Continued)**

- If the Guarantee is a Limited Guarantee, then the Bank, without needing to inform you or seek your permission, provided that the amount of the "Maximum Liability" as described in the Guarantee is not exceeded, can change, renew or replace any loan or facility made available to the Customer or grant any new or increased facilities to the Customer.
- You can serve one month's notice ending the Bank's right to continue lending further money to the Customer secured by the Guarantee. That notice will be effective one month after receipt by the Bank. When that notice expires, you will, however, remain liable for whatever monies that are owed by the Customer or which the Bank is committed to advance to the Customer at that date, where you have provided an Unlimited Guarantee but only up to the "Maximum Liability" where the Guarantee is a Limited Guarantee.
- If you comprise two or more persons, the notice referred to above may be given by any one of you. The Bank will treat any such notice as terminating that person's liability without affecting or terminating the obligations or liability of any other person(s) who has/have not served notice of termination.
- The Bank may, without giving you any notice before doing so, use any money you have in any of your accounts with the Bank to pay your liabilities under the Guarantee.
- While any money is still owed by the Customer to the Bank, you or any of you cannot, without the permission of the Bank, either seek repayment of any money any of you pay to the Bank under the Guarantee from the Customer, or claim against any other security the Bank holds for the Customer's debts and liabilities.
- Each or any of you may not enforce any of the rights you would normally have against any other of you in connection with the Guarantee, until all the money owed to the Bank by the Customer has been repaid.
- The Bank may require you to pay to the Bank any money you do receive in breach of the terms of the Guarantee.
- If we have the Customer's consent, we will, if you ask us to, provide you with a copy of the last statement of account issued to the Customer in relation to the facilities covered by the Guarantee.

**Supporting Security**

If you provide supporting security for your guarantee liabilities (for example in the form of a mortgage over a property, a charge over shares or a sum of money deposited with this or another bank) then the Bank recommends that you also seek independent legal advice from your own solicitor before signing such supporting security.

Further, as mentioned above, any security already provided or that are provided in future by any of you to the Bank for your own individual liabilities will also secure your liabilities under the Guarantee (except where the Guarantee is for 100% Guarantee Loan).

If the Bank makes demand for payment under the Guarantee and you do not pay the sums demanded then the Bank may, usually after further demand, enforce any supporting security. This enforcement will include taking possession of and selling any property or shares mortgaged to the Bank or applying the amount of any deposits charged to discharge your liabilities.

**I/We confirm that I/we have read the above and the Guarantee and that I/we understand the terms of the Guarantee of my/our choice (that is, whether a Limited Guarantee or an Unlimited Guarantee). I/We also confirm that I/we have read a duly completed copy of the Application for Business Revolving Credit / Business Instalment Loan / Business Card Programme / Profits Tax Loan / Easy Export Finance / InnoTech Business Instalment Loan / Business Instalment Loan (SFGS)/ 100% Guarantee Loan as specified above signed by the Customer, including the terms and conditions, which will apply to the Business Revolving Credit / Business Instalment Loan / Business Card Programme / Profits Tax Loan / Easy Export Finance / InnoTech Business Instalment Loan / Business Instalment Loan (SFGS)/ 100% Guarantee Loan ("the Facility") if approved by the Bank. I/We understand that this Explanatory Note does not explain all the clauses in the Guarantee, but only the main clauses. I/We acknowledge that the Bank has recommended that I/we take such independent legal advice before signing the Guarantee. I/We am/are willing to sign the Guarantee and to provide any supporting security and confirm that I/we do not wish to seek independent legal advice. I/We understand that this will make me/all and each of us liable for all the Customer's debts and liabilities (including but not limited to the Facility applied for under the above-mentioned Application) to the Bank (but, if the Guarantee is for 100% Guarantee Loan, under the relevant application form and related facility only) if the Guarantee is an Unlimited Guarantee, or up to the amount of the "Maximum Liability" where the Guarantee is a Limited Guarantee, in each case including interest, fees, costs, charges and expenses incurred by the Bank as described above and regardless of whether the Facility is approved. Where the Guarantee being provided is a Limited Guarantee, I/we also confirm having duly noted the amount of the Specified Sum as set out in the Schedule to the Guarantee, which may be an amount larger than the sum of the Facility applied for or granted under the above-mentioned Application.**

† If the Guarantor(s) wishes to take independent legal advice, the Bank can provide a sample form of letter of instructions to solicitors for reference.

Signed by <b>X</b>	<b>1</b>	In the Presence of <b>X</b>
Name		Name
Identification Document Type and Number Type: <input type="checkbox"/> Hong Kong Identity Card <input type="checkbox"/> Passport <input type="checkbox"/> Others Number:		Identification Document Type and Number Type: <input type="checkbox"/> Hong Kong Identity Card <input type="checkbox"/> Passport <input type="checkbox"/> Others Number:
Signed by <b>X</b>	<b>2</b>	In the Presence of <b>X</b>
Name		Name
Identification Document Type and Number Type: <input type="checkbox"/> Hong Kong Identity Card <input type="checkbox"/> Passport <input type="checkbox"/> Others Number:		Identification Document Type and Number Type: <input type="checkbox"/> Hong Kong Identity Card <input type="checkbox"/> Passport <input type="checkbox"/> Others Number:

## Guarantee by Individual(s) - Under Seal

Note: Chinese version is available for reference upon request.

To: **The Hongkong and Shanghai Banking Corporation Limited**  
The Hong Kong Special Administrative Region

**GUARANTEE BY INDIVIDUAL(S) - UNDER SEAL**  
**THIS GUARANTEE IS FOR \*LIMITED AMOUNT / UNLIMITED AMOUNT**

*\* Please indicate your choice by deleting the inappropriate item and signing here.*

**X**

**X**

### 1. DEFINITIONS

**"100% Guarantee Loan Application Form"** means the application form of the Bank as specified in the booklet related to this Guarantee under which the Customer applies to the Bank for 100% Guarantee Loan;

**"Bank"** means The Hongkong and Shanghai Banking Corporation Limited or any person who is entitled at any future date to exercise all or any of the Bank's rights under this Guarantee;

**"Banking Facilities"** means such facilities as the Bank may make or continue to make available to the Customer or to any other person at the request of the Customer at any branch or office of the Bank and whether now or in the future;

**"Customer"** means the person whose name and address are specified in the Schedule;

**"Default Interest"** means interest at such rate as the Bank specifies in its Tariff Book from time to time (but, if this Guarantee is for 100% Guarantee Loan, 8% per annum over the Bank's HKD best lending rate), compounded monthly if not paid on the dates specified by the Bank;

**"Exchange Rate"** means the rate for converting one currency into another currency which the Bank determines to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Guarantor;

**"Guaranteed Monies"** means (i) all monies, obligations and liabilities in any currency whenever and however due, owing or incurred, whether with or without the Guarantor's knowledge or consent and due, owing or incurred by the Customer to the Bank at any branch or office at any time, whether separately or jointly with any other person, actually or contingently whether presently or in future in any capacity including as principal or as surety (but, if this Guarantee is for 100% Guarantee Loan, under the relevant 100% Guarantee Loan Application Form and any related facility (as may be amended, supplemented or renewed) from time to time granted by the Bank to the Customer only); (ii) interest (both before and after any demand or judgment), to the date on which the Bank receives payment, at the rates payable by the Customer or which would have been payable but for any circumstance which restricts or prohibits payment; (iii) any amount due under the indemnity in Clauses 9 and 14.03 below; and (iv) all costs, expenses and fees incurred or charged by the Bank in enforcing this Guarantee on a full indemnity basis;

**"Guarantor"** means all or any person whose names and addresses are specified in the Schedule together with their executors, administrators, successors and assigns;

**"Maximum Liability"** has the meaning set out in Clause 3 below;

**"person"** includes an individual, firm, company, corporation and an unincorporated body of persons;

**"Specified Sum"** means the sum specified as such in the Schedule; and

**"Tariff Book"** means the Bank's tariff book which is available upon request or accessible at <http://www.commercial.hsbc.com.hk/1/2/commercial/customer-service/tariffs> or such other source as may replace that webpage.

Where the persons comprised in the expression "the Customer" are carrying on business in partnership under a firm name or are trustees of a trust the Guaranteed Monies (notwithstanding any change in the composition of that partnership) shall include the monies and liabilities which shall at any time be due owing or incurred to the Bank by the person(s) from time to time carrying on the partnership business under that name or under any name in succession thereto and includes those due from all persons from time to time being trustees of that trust and the expression "the Customer" shall be constructed accordingly. Where there are two or more persons comprised in the expression "the Guarantor" the obligations of each such person as Guarantor under this Guarantee shall be joint and several.

### 2. Guarantee

**2.01** In consideration of the Banking Facilities, the Guarantor guarantees to pay the Guaranteed Monies to the Bank on demand.

**2.02** The Guarantor shall, subject to Clause 3, pay Default Interest (to the extent that it is not paid by the Customer) on the Guaranteed Monies from the date of demand by the Bank on the Guarantor until the Bank receives payment of the whole of the Guaranteed Monies (both before and after any demand or judgment or any circumstances which restricts payment by the Customer).

**2.03** A certificate of balance signed by any duly authorised officer of the Bank shall be conclusive evidence against the Guarantor of the amount of the Guaranteed Monies owing at any time.

**2.04** The Bank shall be entitled to retain this Guarantee and any security it has in respect of the Guaranteed Monies for such period as the Bank may certify to the Guarantor to be appropriate in order to protect the interests of the Bank in respect of the Guaranteed Monies.

### 3. Maximum Liability

**Where this Guarantee is for Limited Amount as selected above**, the liability of the Guarantor shall not exceed the Specified Sum plus Default Interest on that sum or part thereof (to the extent that it is not paid by the Guarantor on demand by the Bank) and expenses of the Bank in enforcing this Guarantee on a full indemnity basis (collectively, the **"Maximum Liability"**); where a liability for Guaranteed Monies is incurred in a currency different from the currency in which the Maximum Liability is stated and the equivalent of that liability in the currency in which the Maximum Liability is stated, calculated at the Exchange Rate, has increased since it was incurred, that increase shall be added to the Maximum Liability.

### 4. Continuing and Additional Security

**4.01** This Guarantee is a continuing security and shall secure the whole of the Guaranteed Monies until one calendar month after receipt by the Bank of notice in writing by the Guarantor or a liquidator, receiver or personal representative of the Guarantor (in the event of the death of the Guarantor) to terminate it. In the case of the Guarantor's death, this Guarantee shall remain binding as a continuing guarantee on that Guarantor's heirs, executors, successors or administrators until the expiry of notice given in accordance with this Clause. Nevertheless and despite the giving of such notice, this Guarantee shall continue to apply to the Guaranteed Monies in respect of which the Customer is or becomes actually or contingently liable up to such termination and the Guarantor guarantees to pay such Guaranteed Monies to the Bank on demand whether that demand is made before, at the time of or after such termination.

**4.02** Where there is more than one person comprised in the expression the "Guarantor", any notice under Clause 4.01 above may be given by any one of the persons comprising the Guarantor. The Bank will treat any such notice as terminating that Guarantor's liability to the extent provided in Clause 4.01 without affecting or terminating the obligations or liability of any other person comprising the Guarantor and this Guarantee shall continue to bind those persons as a continuing guarantee.

**4.03** This Guarantee is in addition to, shall not be affected by and may be enforced despite the existence of any other guarantee or security held by the Bank.

**4.04** Where there is more than one person comprised in the expression "the Guarantor", if for any reason this Guarantee is not or ceases to be binding on any Guarantor, it shall remain binding as a continuing security on the remaining person(s) comprising the Guarantor.

## Guarantee by Individual(s) - Under Seal (Continued)

- 4.05** The obligations of the Guarantor under this Guarantee shall not be affected by any of the following:
- (i) any part payment of the Guaranteed Monies by the Customer or any other person;
  - (ii) any change in the name or constitution of the Customer, the Guarantor or the Bank;
  - (iii) any merger, amalgamation, reconstruction or reorganisation affecting the Customer, the Guarantor or the Bank;
  - (iv) the death, mental incapacity, bankruptcy, insolvency, liquidation or administration of the Customer or the Guarantor; and
  - (v) any other act, omission, event or circumstance which but for this provision would discharge any Guarantor from liability under this Guarantee.

### 5. Customer's Accounts

The Bank may, at any time and despite the termination of this Guarantee, continue any existing account and open any new account in the name of the Customer and no subsequent transactions, receipts or payments involving such new accounts shall affect the liability of the Guarantor.

### 6. Payments

**6.01** Payments by the Guarantor shall be made to the Bank as specified by the Bank without any set-off, counterclaim, withholding or condition of any kind except that, if the Guarantor is compelled by law to make such withholding, the sum payable by the Guarantor shall be increased so that the amount actually received by the Bank is the amount it would have received if there had been no withholding.

**6.02** Payment by the Guarantor to the Bank shall be in the currency of the relevant liability or, if the Bank so agrees in writing, in a different currency, in which case the conversion to that different currency shall be made at the Exchange Rate. The Bank shall not be liable to the Guarantor for any loss resulting from any fluctuation in the Exchange Rate.

**6.03** No payment to the Bank under this Guarantee pursuant to any judgment, court order or otherwise shall discharge the obligation of the Guarantor in respect of which it was made unless and until payment in full has been received in the currency in which it is payable under this Guarantee and, to the extent that the amount of any such payment shall, on actual conversion into such currency, at the Exchange Rate, fall short of the amount of the obligation, expressed in that currency, the Guarantor shall be liable for the shortfall.

**6.04** Any monies paid to the Bank in respect of the Guaranteed Monies may be applied in or towards satisfaction of the same in such manner as determined by the Bank or placed to the credit of such account (including a suspense or impersonal account) and for so long as the Bank may determine pending the application from time to time of such monies in or towards the discharge of the Guaranteed Monies.

**6.05** If any monies paid to the Bank in respect of the Guaranteed Monies are required to be repaid by virtue of any law relating to insolvency, bankruptcy or liquidation or for any other reason, the Bank shall be entitled to enforce this Guarantee as if such monies had not been paid.

### 7. Set-off

The Bank may, at any time and without notice, apply any credit balance to which the Guarantor is entitled on any account with the Bank in or towards satisfaction of the Guaranteed Monies. For this purpose, the Bank is authorised to purchase, at the Exchange Rate, such other currencies as may be necessary to effect such application with the monies standing to the credit of such account.

### 8. Lien

The Bank is authorised to exercise a lien over all property of the Guarantor coming into the possession or control of the Bank, for custody or any other reason and whether or not in the ordinary course of banking business, with power for the Bank to sell such property to satisfy the Guaranteed Monies.

### 9. Guarantor as Principal Debtor

As a separate obligation, the Guarantor shall be liable as a principal debtor including, but not limited to, where any liability or obligation of the Customer for any of the Guaranteed Monies is or becomes unlawful, irrecoverable, invalid or unenforceable for any reason including by reason of any legal limitation, disability or incapacity or any other act, omission or circumstance which, but for this provision, would discharge the Guarantor to any extent. Any Guaranteed Monies which may not be recoverable from the Customer for any reason whatsoever shall be recoverable by the Bank from the Guarantor as principal debtor by way of indemnity under this separate obligation, on demand, together with Default Interest thereon in accordance with Clause 2.02 above.

### 10. Variation of Terms and Release of Security

The Bank may at any time and without affecting or discharging this Guarantee or the obligations of the Guarantor;

- (i) extend, increase, renew, replace or otherwise vary any of the Banking Facilities;
- (ii) vary, exchange, abstain from perfecting or release any other security or guarantee held or to be held by the Bank as security for the Guaranteed Monies;
- (iii) give time for payment or accept any composition from and make any arrangement with the Customer or any other person;
- (iv) release any Guarantor from that Guarantor's obligation under this Guarantee or otherwise and give any time for payment, accept any composition from or make any arrangement with any Guarantor;
- (v) make demand under this Guarantee and enforce all or any of the Guarantor's obligation under this Guarantee without having enforced or sought to enforce any rights or remedies which the Bank may have in respect of the Guaranteed Monies against the Customer, any other surety or in relation to any other security; or
- (vi) do or omit to do any thing which but for this provision would discharge any Guarantor from liability under this Guarantee.

### 11. Guarantor as Trustee

**11.01** The Guarantor shall not, until the whole of the Guaranteed Monies have been received by the Bank (and even though the Maximum Liability of the Guarantor may be limited), exercise any right of subrogation, indemnity, set-off or counterclaim against the Customer or any other Guarantor or person or any right to participate in any security the Bank has in respect of the Guaranteed Monies or, unless required by the Bank to do so, to prove in the bankruptcy or liquidation of the Customer or any other Guarantor. The Guarantor shall hold any amount recovered, as a result of the exercise of any of such right, on trust for the Bank and shall pay the same to the Bank immediately on receipt.

**11.02** The Guarantor has not taken any security from the Customer or any other Guarantor and agrees not to do so until the Bank has received the whole of the Guaranteed Monies. Any security taken by the Guarantor in breach of this provision shall be held in trust for the Bank as security for the Guaranteed Monies and all monies at any time received in respect thereof shall be paid to the Bank immediately on receipt.

### 12. Negligence in Realisations

This Guarantee shall not be affected as security for the Guaranteed Monies by any neglect by the Bank, or by any agent or receiver appointed by the Bank, in connection with the realisation of any other security (whether by way of mortgage guarantee or otherwise) which the Bank may hold now, or at any time in the future, for the Guaranteed Monies.

### 13. No Waiver

No act or omission by the Bank pursuant to this Guarantee shall affect its rights, powers and remedies hereunder or any further or other exercise of such rights, powers or remedies.

### 14. Consent

**14.01** The Bank may employ debt collecting agent(s) to collect any sum due under this Guarantee.

**14.02** Without prejudicing the rights of the Bank under any other agreement with the Guarantor, the Guarantor consents to the Bank, for such purposes as the Bank may consider reasonably appropriate, disclosing and/or obtaining information about the Guarantor (including details of all or any transactions or dealings between the Guarantor and the Bank) and this Guarantee, both within and outside the HKSAR, to or from (as the case may be):

## Guarantee by Individual(s) - Under Seal (Continued)

- (i) any agent, contractor or third party service provider which provides services to the Bank in relation to the operation of its business (including without limitation administrative, telecommunications, computer, payment or processing services);
- (ii) credit reference agencies;
- (iii) any person to whom the Bank proposes to sell, assign or transfer, or has sold, assigned or transferred, all or any of its rights in relation to this Guarantee or the Banking Facilities;
- (iv) any company within the HSBC Group, being HSBC Holdings plc and its associated and subsidiary companies from time to time or any of its or their agents; or
- (v) any other person, if required or permitted by applicable laws, regulations, regulators' or other authorities' guidelines or judicial process to do so.

**14.03** If any information disclosed by the Guarantor to the Bank includes information of any third party, the Guarantor confirms and warrants that it has obtained the consent of such third party to the provision of such information to the Bank for such purposes and for disclosure to such persons as referred to in this Clause 14.02. The Guarantor agrees to indemnify and hold the Bank harmless from all costs, penalties, damages and other losses incurred as a result of the Guarantor's breach of this Clause 14.03.

### 15. Assignment

The Guarantor may not assign or transfer any rights or obligations of the Guarantor hereunder. The Bank may assign any of its rights hereunder to a person in whose favour it has made an assignment of all or any of the Banking Facilities.

### 16. Communications

Any notice, demand or other communication under this Guarantee shall be in writing, if addressed to the Guarantor at the last address registered with the Bank, and if addressed to the Bank at its office specified below or such other address as the Bank may notify to the Guarantor for this purpose, and may be delivered personally, by leaving it at such address, by post, facsimile transmission or telex and shall be deemed to have been delivered to the Guarantor at the time of personal delivery or on leaving it at such address or on the second day following the day of posting or on the day of despatch, if sent by facsimile transmission or telex, and to the Bank on the day of actual receipt.

Address of Bank's Office:

The Hongkong and Shanghai Banking Corporation Limited, Commercial Lending Team, CCS, 9/F, Tower 2, HSBC Centre, 1 Sham Mong Road, Tai Kok Tsui, Kowloon, the Hong Kong Special Administrative Region.

### 17. Severability

Each of the provisions of this Guarantee is severable and distinct from the others and, if one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way.

### 18. Governing Law and Jurisdiction

- 18.01** This Guarantee is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region ("Hong Kong").
- 18.02** The Guarantor submits to the non-exclusive jurisdiction of the Hong Kong courts but this Guarantee may be enforced in the courts of any competent jurisdiction.
- 18.03** No person other than the Bank and the Guarantor will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of this Guarantee.

### 19. Governing Version

A Chinese translation of this Guarantee shall be provided to the Guarantor upon request. The English version is the governing version and shall prevail whenever there is any discrepancy between the English version and the Chinese version.

### 20. Headings

In this Guarantee, the headings are for guidance only and shall not affect the meaning of any clause.

### 21. Acknowledgment

The Guarantor hereby agrees and acknowledges that:

- (i) the Guarantor has been provided with a copy of the Bank's "Notice relating to the Personal Data (Privacy) Ordinance" (the "Notice") (copy enclosed). The Guarantor confirms that the Guarantor has read, understood and agree to the contents as set out in the Notice;
- (ii) the Bank may use, process, transfer and disclose all personal data of the Guarantor that the Bank currently or subsequently holds for the purposes and to the parties as set out in the Notice (as may be amended or supplemented by the Bank from time to time);
- (iii) the Bank is entitled to obtain information relating to the Guarantor from any third party at any and all times, including without limitation conducting checks with any credit reference agency; and
- (iv) nothing in this Clause shall in any way prejudice the rights or remedies of the Bank under any agreement or arrangement (whether current or future) between the Bank and the Guarantor.

### 22. Execution

**22.01** This Guarantee may be entered into on separate counterparts which, together, shall constitute a single instrument.

**22.02** This Guarantee has been entered into by the Guarantor as a deed on this  day of .

**Guarantee by Individual(s) - Under Seal (Continued)**

**Schedule**

**Details of Customer**

Name	
✕Address	Business Identification Document Type and Number Type: <input type="checkbox"/> (C) Certificate of Incorporation <input type="checkbox"/> (B) Business Registration Certificate <input checked="" type="checkbox"/> (X) Others Number:

✕ PO Box is not accepted.

**Details of Guarantor(s)**

Name <span style="float: right;">1</span>	
✕Address	Identification Document Type and Number Type: <input type="checkbox"/> Hong Kong Identity Card <input type="checkbox"/> Passport <input type="checkbox"/> Others Number:
Name <span style="float: right;">2</span>	
✕Address	Identification Document Type and Number Type: <input type="checkbox"/> Hong Kong Identity Card <input type="checkbox"/> Passport <input type="checkbox"/> Others Number:

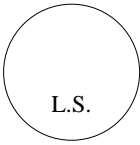
✕ PO Box is not accepted.

**Specified Sum in respect of Maximum Liability under Clause 3**

(Please fill in the total amount of the Facility requested, if "this Guarantee is for Limited Amount" as selected above)

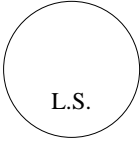
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**Executed under seal by the Guarantors:**

Signature of Guarantor <span style="float: right;">1</span>

<b>X</b>

**Witnessed by:**

Signature of Witness
<b>X</b>
Name
Identification Document Type and Number Type: <input type="checkbox"/> Hong Kong Identity Card <input type="checkbox"/> Passport <input type="checkbox"/> Others Number:

Signature of Guarantor	2
	
<b>X</b>	

Signature of Witness	
<b>X</b>	
Name	
Identification Document Type and Number Type: <input type="checkbox"/> Hong Kong Identity Card <input type="checkbox"/> Passport <input type="checkbox"/> Others	
Number:	