

**GUARANTOR INFORMATION & AGREEMENT**  
**擔保人資料及擔保書**

(For Corporate Securities Margin Account / Corporate Futures Trading Account)  
(公司證券孖展(融資)帳戶 / 公司期貨交易帳戶適用)

**Return ORIGINAL Form**  
**請交回此申請表正本**

**Guarantor's Information 擔保人資料**

**Basic Information 基本資料**

1. Name 姓名	<input type="checkbox"/> Mr. 先生 <input type="checkbox"/> Ms. 小姐 <input type="checkbox"/> Mrs. 太太 <input type="checkbox"/> Dr. 博士	English Name 英文姓名	Chinese Name 中文姓名
2. Gender 性別	<input type="checkbox"/> Male 男 <input type="checkbox"/> Female 女	3. Marital Status 婚姻狀況	<input type="checkbox"/> Single 單身 <input type="checkbox"/> Married 已婚
4. Date of Birth 出生日期	Year 年	Month 月	Day 日
5. Citizenship 國籍	6. Primary Residence 主要居留地		
7. Official ID 身份證明文件	ID No. 證件號碼	Type 種類	<input type="checkbox"/> Attach certified copy of official photo ID 附上印有相片的身份證明文件的已核證副本
8. Are you currently holding any BOOM account(s)? 您目前是否持有任何 BOOM 帳戶?	<input type="checkbox"/> No 否 <input type="checkbox"/> Yes* 是*	* Please provide your BOOM A/C No: 請提供您的 BOOM 帳戶號碼:	
9. Besides the account mentioned above, are you related to any other BOOM account(s)? 除上述帳戶外, 您是否與其他 BOOM 帳戶有任何關連?	<input type="checkbox"/> No 否 <input type="checkbox"/> Yes* 是*	* Please specify: 請註明:	

**Employment and Financial Status 就業及財政狀況**

10. Employer's Name 僱主名稱	11. Industry 業務性質		<input type="checkbox"/> Securities / Finance 證券 / 金融 <input type="checkbox"/> Others, please specify 其他, 請列明
12. Annual Income (USD) 每年入息 (美元)	<input type="checkbox"/> Below \$25,000 以下 <input type="checkbox"/> \$50,000 - \$99,999 <input type="checkbox"/> \$100,000 - \$499,999 <input type="checkbox"/> \$500,000 or above 或以上	13. Years of Employment 受僱年數	14. Position 職銜
15. Properties 物業	<input type="checkbox"/> Owned 全資擁有 (Please specify the property address 請註明物業地址) <input type="checkbox"/> Mortgaged 按揭 <input type="checkbox"/> With Parents 與父母同住 <input type="checkbox"/> Rented 租住 <input type="checkbox"/> Others 其它	16. Present Net Assets 資產淨值	
		Currency 貨幣	Amount 金額

**Contact Details 聯絡資料**

17. Mobile Tel. 手提電話	+ [ ] - [ ]	18. Email 電郵地址	[ ]
19. Home Tel. 住宅電話	+ [ ] - [ ]	20. Office Tel. 公司電話	+ [ ] - [ ]
21. Residential Address# 現居地址#	22. Office Address# 公司地址#		
<input type="checkbox"/> Attach proof of residential address 附上住址證明副本		# P.O. Box not accepted 郵箱號碼恕不接受	
23. Correspondence Address 通訊地址	<input type="checkbox"/> Residential Address 住宅地址 <input type="checkbox"/> Company Address 公司地址	24. Preferred Communication Language 主要通訊語言	<input type="checkbox"/> English 英文 <input type="checkbox"/> Chinese 中文

## Guarantee for the Client 為客戶擔保

<b>25. Client's Info</b> 客戶資料	Name 名稱	B.R. / C.I. No. B.R. / 公司註冊編號			
<b>26. BOOM A/C</b> BOOM 帳戶	Securities A/C No. 證券帳戶號碼	Securities Agreement Sign Date 證券客戶協議簽訂日期	Year 年	Month 月	Day 日
	Futures A/C No. 期貨帳戶號碼	Futures Agreement Sign Date 期貨客戶協議簽訂日期	Year 年	Month 月	Day 日

(If applicable 如適用)

## Guarantor Declaration and Signature 擔保人聲明及簽署

### 27. Acknowledgement regarding Accuracy of Information provided 關於提供準確資料的確認

I, the undersigned, declare and represent that I have examined the information as provided by me on this Form are true, correct and complete and that the representations made by me are accurate. BOOM is entitled to rely fully on such information and representations for all purposes, unless BOOM receives notice in writing of any change.

本人同意本表格的資料均屬真實及正確。除非 BOOM 收到任何資料改變的書面通知，BOOM 完全可以依靠這些資料及陳述作任何目的。

### 28. Acknowledgement regarding Use of Information provided 關於使用所提供資料的確認

I agree that the personal data in relation to any individual(s) provided to BOOM may be used, disclosed and/or transferred by BOOM for such purposes and to such persons in accordance with BOOM's Privacy Policy on BOOM's website.

本人同意，本表格內所披露之個人資料，可供 BOOM 進行核對 / 行政程序，或其他用途根據 BOOM 網站上的個人資料收集聲明。

### 29. Execution of Agreement(s) 同意受協議條款所約束

I, the undersigned, confirm that I have read and fully understood the attached provisions of the **Guarantee Agreement**. I accept and agree to be bound by the Guarantee Agreement in full, as it may be amended from time to time.

本人，下述簽署人士，確認本人已閱讀過及完全明白附上的「擔保書」之條款。本人接受及同意受該「擔保書」現時有效及不時修改的條款所約束。

**Guarantor's Signature 擔保人簽署**

Date 日期 (YYYY/MM/DD 年/月/日)

### 30. Witness' Signature 見證人的簽署

Name of **Witness 見證人姓名**

Occupation of **Witness 見證人職業**

**Witness' Signature\* 見證人簽署\***

Date 日期

\* Acceptable witness can be a BOOM employee, a SFC licensed or registered person, a Justice of Peace, or a professional person (such as a branch manager of a licensed bank, lawyer, certified public accountant (practicing), chartered secretary or notary public).

認可的見證人包括 BOOM 僱員、證監會持牌或註冊人士、太平紳士、專業人士 (如持牌銀行分行經理、律師、執業會計師、特許秘書、公證人等)。

The witness also need to sign and state "Certified True Copy" on the Guarantor's official ID / passport cop(ies). 見證人另須於擔保人的身份證明文件副本上簽名並寫上「經核證之真實副本」。

### For Official Use Only 只供本行使用

Signature Verified by 核對簽署

Authorized by 批核授權

System Setup by 設定系統

Date 日期

Date 日期

Date 日期

# Guarantor Warranty and Undertaking – Guarantee Agreement

## 擔保人保證及承諾書 - 擔保書

This Guarantee is made between the person (the “**Guarantor**”) named as the Guarantor in the “Guarantor Information” form (the “**Form**”) and Monex Boom Securities (H.K.) Limited (“**BOOM**”) on the day when the Form is signed by the Guarantor.

本擔保書由「擔保人資料表格」（「**表格**」）內列明的人士（「**擔保人**」）及寶盛證券(香港)有限公司（「**BOOM**」）於擔保人簽署表格的日期同時簽訂。

Whereas:

鑒於

- A. The Guarantor offers this Guarantee in consideration for BOOM accepting or continuing to maintain one or more accounts (including but not limited to the Client's BOOM account(s) stated in the form) for the benefit of the person (the “**Client**”) named as the Client in the Form; and  
擔保人考慮 BOOM 接納或持續為表格內列明的客戶（「**客戶**」）設立或維持一個或多個帳戶（包括但不限於表格內列明客戶的 BOOM 帳戶）而出具本擔保書；及
- B. BOOM agrees to accept this Guarantee as a condition precedent to accepting or continuing to maintain one or more accounts for the benefit of the Client.  
BOOM 同意接納將本擔保書作為一項先決條件，以接納或持續為客戶設立或維持一個或多個帳戶。

Now it is hereby agreed as follows:

雙方茲協議如下：

### 1. Unlimited Guarantee 無限制擔保書

In consideration for BOOM accepting or continuing to maintain one or more accounts for the benefit of the Client or for other valuable consideration (receipt of which is hereby acknowledged), the Guarantor hereby unconditionally and irrevocably guarantees to BOOM as primary obligor and not merely as surety that the Guarantor shall pay promptly to BOOM any and all amounts demanded by BOOM, from time to time and at any time, which represent a deficit in any of the Client's accounts with BOOM and any other sums owing by the Client to BOOM, howsoever arising under the Securities Client Agreement and Futures Client Agreement (if applicable) (collectively the “**Agreement(s)**”) made between the Client and BOOM. This Guarantee is a continuing guarantee and shall extend to the ultimate balance of any and every deficit and other sums owing to BOOM (together with all expenses whatsoever incurred by BOOM in the negotiation, preparation, execution or enforcement of this Guarantee) and shall not be discharged or otherwise affected by any intermediate payment or satisfaction of any part of the Guarantor's obligations.

考慮到 BOOM 接納或持續為客戶設立或維持一個或多個帳戶，或者因其有價值之代價（該等代價現已獲確認收妥），擔保人茲以主要責任人而非僅以保證人身份，無條件且不可撤回地向 BOOM 擔保，擔保人將按 BOOM 不時與及任何時候提出之要求，迅速向 BOOM 支付任何及一切款項，以填補 BOOM 為客戶設立之 任何 帳戶之赤字或者客戶拖欠 BOOM 之任何其它款項，不論該等赤字或拖欠款項是如何依據客戶與 BOOM 簽訂之「證券客戶協議」及「期貨客戶協議」（如適用）（合稱「**協議書**」）而產生。本擔保書是一份持續有效之擔保書，適用於客戶帳戶之任何及每項赤字與及拖欠 BOOM 之其它款項（連同 BOOM 於談判、準備、執行或強制執行本擔保書時產生之一切任何種類費用）之最終結欠金額，並且不應因任何中期付款或者擔保人履行其任何部分責任而解除或受到影響。

### 2. Unconditional Guarantee 無條件擔保書

If the Client fails to make payment in accordance with the Agreement(s) for any reason whatsoever, BOOM shall forthwith be entitled thereupon to make a written demand on the Guarantor to make full payment of all monies still due and owing by the Client to BOOM together with all such amount of outstanding interest, costs and expenses accrued thereon as stated by BOOM in notice. The Guarantor's obligation to make such payment shall be irrevocable, absolute and unconditional, irrespective of the validity or enforceability of the Agreement(s), the absence of actions by BOOM to enforce the Agreement(s), any waiver or consent by BOOM to enforce the Agreement(s), any waiver or consent by BOOM concerning any provision of the Agreement(s), the rendering of any judgment against the Client or any action by BOOM to enforce such judgment, or any other circumstances that otherwise might constitute a legal or equitable defense or discharge of a guarantor.

倘若客戶因任何原因不按協議書規定支付款項，BOOM 有權書面要求擔保人按 BOOM 通知書所列金額，全數支付客戶到期但仍未支付 BOOM 之一切款項連同該等欠款應計之一切欠款利息、費用及開支。擔保人作出該等付款之責任是不可撤回的、絕對的及無條件的，不論協議書之有效性或可強制執行性如何、BOOM 沒有採取行動強制執行協議書規定、BOOM 放棄或同意強制執行協議書任何規定、BOOM 就協議書任何規定棄權或同意、法庭對客戶作出任何判決或者 BOOM 為強制執行該等判決採取任何行動、或者存在可能構成一種法律上或衡平法上之擔保人抗辯或解除責任之任何其它情況。

### 3. Preservation of Rights 保留權利

Until any and every deficit and other sums owing have been irrevocably paid and discharged in full, BOOM may:

於客戶帳戶之任何及每項赤字或者客戶拖欠 BOOM 之任何及每項其它款項經已不可撤回地支付及全部清償之前，BOOM 可以：

- a. refrain from applying or enforcing any other security, moneys or rights held or received by BOOM in respect of such amounts or apply and enforce the same in such manner and order as BOOM sees fit (whether against such amounts or otherwise) and the Guarantor shall not be entitled to the benefit of the same and also shall not take any step to enforce any right or claim whatsoever against the Client in respect of any monies paid by the Guarantor to BOOM under this Guarantee or have or exercise any rights as surety in competition with or in priority to any claim of BOOM; and  
不運用或執行其持有或收到之與該等款項相關之任何其它證券、款項或權利，或者以其認為合適之方式及次序（不論是否就該等款項或其它項目），運用或執行該等證券、款項或權利，擔保人無權受益於該等證券、款項或權利，並且不得就其按本擔保書規定支付 BOOM 之任何款項採取任何行動強制執行任何權利或向客戶提出任何種類之索償，亦不擁有或不得行使與 BOOM 之任何索償構成競爭或優先於 BOOM 之任何索償之任何保證權利；及

- b. hold in suspense account (without liability to pay interest thereon) any monies received from the Guarantor or on account of the Guarantor's liability hereunder. Notwithstanding any such payment, in any proceedings in (or analogous to) bankruptcy, liquidation, composition or arrangement, BOOM may prove for and agree to accept any dividend or composition in respect of the whole or any part of any amounts owing to BOOM as if this Guarantee had not been given.

將向擔保人收取或因本擔保書規定就擔保人之責任而收取之任何款項存入暫記帳戶（毋須支付存款利息）。儘管存在任何該等付款，處於任何法律程序期間、出現（或類似出現）破產、清盤、債務和解或安排情況，BOOM 均可以申領並且同意接收拖欠 BOOM 之全部或任何部分款項之任何紅利或債務和解，如同擔保人沒有出具本擔保書一般。

### 4. Additional Security 附加保證

This Guarantee shall be in addition to and shall not in any way be prejudiced by any other guarantee or security now or hereafter held by BOOM as security for the obligations of the Client. BOOM's rights hereunder are in addition to and not exclusive of those provided by law.

本擔保書為作為客戶之責任之保證，並為現在或日後由 BOOM 持有作為保證物之任何其它擔保書或保證物之附加保證，並且不受任何該等擔保書或保證物影響。本擔保書規定之 BOOM 權利，附加於並且不除法律規定之 BOOM 權利。

### 5. Certificate 證明書

A certificate of BOOM as to any amount owing from the Client hereunder shall (in the absence of any manifest error) be conclusive evidence of such amount as against the Guarantor.

BOOM 按本擔保書規定就客戶拖欠之任何款項發出一份證明書，（在無明顯錯誤之情況下，）應為擔保人應負擔該等款項之決定性證據。

## 6. Security 保證

The Guarantor hereby warrants that it does not hold and will not take or hold without BOOM's prior written consent any security from the Client in respect of the Guarantor's liability hereunder. Any security so taken (whether with or without the consent of BOOM) shall be held in trust for BOOM and as security for the Guarantor's liability under this Guarantee. The Guarantor will deposit such security and any document relating thereto with BOOM as soon as practicable.

擔保人茲保證，未經 BOOM 事先書面同意，擔保人不會就本擔保書規定之擔保人責任而持有並且將不會持有客戶交給之任何證券。如此取得之任何證券（不論是否經 BOOM 同意），應以信託形式為 BOOM 持有，並且作為本擔保書規定之擔保人責任之保證物。擔保人將在切實可行的範圍內盡快把該等證券以及任何相關文件交給 BOOM 保管。

## 7. Payments 付款

a. Manner of Payment. All payments to be made by the Guarantor hereunder shall be made in immediately available funds in the same currency in which the corresponding obligations are payable by the Client to such account as BOOM may specify.

付款方式：擔保人按本擔保書規定支付之所有款項，應以與客戶應支付有關款項之帳戶相同之貨幣，用即時可動用之資金，存入 BOOM 指定之帳戶。

b. Taxes. All payments by the Guarantor under or in connection with this Guarantee shall be made without set-off or counterclaim, free and clear of and without deduction for or on account of all taxes. All taxes in respect of this Guarantee and payments hereunder shall be for the account of and shall be paid by the Guarantor for his own account. If the Guarantor is compelled by law to make payment subject to any tax and BOOM does not actually receive for its own benefit on the due date a net amount equal to the full amount provided for hereunder, the Guarantor will pay all necessary additional amounts to ensure receipt by BOOM of the full amount so provided for. The Guarantor will indemnify BOOM in respect of all such taxes.

稅項：擔保人按本擔保書規定或與本擔保書相關而支付之一切款項，應不含稅項、已清繳稅項、毋需沖銷或回扣稅項。與本擔保書以及本擔保書規定款項相關之所有稅項，應由擔保人自行繳付。倘若擔保人被法律強令支付之款項必須納稅，且 BOOM 於到期應付日期尚未為其本身利益實際收到相當於本擔保書規定之全數款項金額之淨金額，擔保人將支付一切必須之附加金額，以確保 BOOM 收到本擔保書規定之全數款項金額。擔保人將就所有該等稅項賠償 BOOM。

c. Costs. All costs and expenses, including stamp duty, legal fees and any other costs or charges payable in connection with this Guarantee shall be borne by the Guarantor and the Guarantor shall pay to BOOM on demand immediately all such costs and expenses.

費用：與本擔保書相關之一切費用開支，包括印花稅、法律費用、以及任何其它應付之費用或收費，均應由擔保人負擔，且擔保人應就 BOOM 之要求即時向 BOOM 支付一切該等費用及開支。

## 8. Undertakings 承諾

a. General. The undertakings in this Clause shall remain in force from and after the date hereof and so long as any deficit is or may be outstanding or this Guarantee is in force.

一般規定：本條中所列之各項承諾，於本擔保書簽署之日開始生效，只要客戶帳戶出現任何赤字或可能未償付之款項或者本擔保書仍然有效時，本擔保書將持續有效。

b. Information. The Guarantor will deliver to BOOM promptly upon request such information as to his business affairs and financial condition as BOOM from time to time may request.

資料：擔保人將按 BOOM 之要求，從速向 BOOM 提供 BOOM 不時需要之業務與財務狀況資料。

c. Consents. The Guarantor will obtain and promptly renew from time to time all consents, licenses, approvals and authorizations as may be required under any applicable law or regulation for the making, performance, validity and enforceability of this Guarantee and shall comply with the terms unconditionally thereof.

同意：擔保人將按照任何適用法律或規例規定，取得並且不時即時更新訂立、履行本擔保書並使本擔保書有效及可予強制執行所需之一切同意書、特許證、批准書及授權書，並且應無條件遵守所述同意書、特許證、批准書及授權書所含之條款。

d. Disposals. The Guarantor will not, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily, sell, convey, transfer or otherwise dispose of all or a substantial part of the assets of the Guarantor.

處置：擔保人將不會在一次單一交易或者一系列交易（不論是否相互關連、自願還是不自願）之中出售、轉易、轉移或以任何其它方式處置擔保人之資產之全部或其中一個重要組成部分。

e. Negative Pledge. The Guarantor will not create or permit to subsist any encumbrance or arrangement or agreement the effect of which is the creation of security on the whole or any part of the respective present or future assets of the Guarantor.

負質押：擔保人將不製造或者允許他人存續以擔保人現在或將來之全部或任何部分資產作為保證之任何產權負擔、安排或協議。

f. Third Party Guarantees. The Guarantor will procure that no guarantee or other assurance whatsoever against financial loss is granted by him or remains outstanding on the date hereof, without the written consent of BOOM.

第三者擔保書：未經 BOOM 書面同意，擔保人將不會就任何資金損失或於本擔保書簽署日期的尚未清償之款項，促使作為第三者的擔保人簽署任何擔保書或者作出其它保證。

g. Not in Default. The Guarantor will disclose to BOOM in writing immediately if the Guarantor is in default under any agreement or instrument binding on him or affecting his assets or involved in any material litigation.

不得違約：擔保人倘若違反對其具約束力、或者對其資產有影響之任何協議或契約文件規定，或者涉及任何重大訴訟案件，擔保人將會把有關情況，即時以書面通知 BOOM。

## 9. Miscellaneous 其它規定

a. Set-off. BOOM may (but shall not be obliged to) set-off against any obligation of the Guarantor due and payable hereunder any moneys, securities and any other property held by BOOM or any Affiliated Company for the account of the Guarantor (whether sole or joint with any other person or persons) at any office of BOOM or any Affiliated Company anywhere and in any currency. BOOM may effect such currency exchanges as are appropriate to implement such set-off. For the purposes of this Clause 9a, "Affiliated Company" shall mean any company that is, for the time being, a company having an ordinary share capital of which not less than 10 per cent is owned directly or indirectly by BOOM or which directly or indirectly owns not less than 10 per cent of the ordinary share capital of BOOM.

抵銷：BOOM 可以（但是沒有義務如此辦理）將其或其聯營公司以任何貨幣在 BOOM 或任何聯營公司於任何地方設立之任何辦事處為擔保人帳戶（不論是獨有帳戶還是與任何其他人士之聯名帳戶）持有之任何款項、證券、以及任何其它財產，用來抵銷本擔保書規定擔保人到期應付之任何款項。BOOM 可以適當貨幣兌換該等貨幣，以進行該等抵銷。就本擔保書第 9a 款而言，“聯營公司”一詞，指當時由 BOOM 直接或間接擁有其不少於百分之十（10%）之普通股本之任何公司，或者指當時直接或間接擁有 BOOM 不少於百分之十（10%）之普通股本之任何公司。

b. Interest on Obligations. All sums owed by the Guarantor to BOOM under this Guarantee including, but not limited to, BOOM's costs and expenses of collection (including legal costs), shall bear interest payable on demand at a rate per annum equal to 8% over either the cost of funds to BOOM or the prime lending rate charged by The Hongkong and Shanghai Banking Corporation Limited from time to time, whichever is the higher, from the date when such sums become payable by the Guarantor hereunder until payment of such sums in full provided that BOOM may vary the prevailing rate of interest from time to time.

責任利息：擔保人按本擔保書規定欠下 BOOM 之一切款項，包括但不限於 BOOM 之各項費用及收款開支（包括法律費用），應於催繳時支付利息。所述利息應以高於相當於 BOOM 投入之資金成本或香港上海滙豐銀行有限公司不時公布之最優惠利率百分之八（8%）以年率計算（取兩者之中較高者），從本擔保書規定擔保人應支付該等款項之日起，計算至該等款項全部支付之日止。惟 BOOM 可不時更改現行利率。

- c. Assignment. Neither this Guarantee nor any interests or obligations in or under this Guarantee may be transferred or assigned by the Guarantor without the prior written consent of BOOM.  
轉讓：未獲得 BOOM 事先書面同意，擔保人不得轉移或轉讓本擔保書或者本擔保書所含或規定之任何利益或責任。
- d. Amendments. No amendment, modification or waiver in respect of this Guarantee will be effective unless in writing and executed by each of the parties or confirmed in writing.  
修訂：除非經訂約雙方書面簽署或書面確認，否則對本擔保書之任何修訂、修改或棄權一概無效。
- e. Irrevocable guarantee. This Guarantee shall not be revocable by the Guarantor and shall remain in full force and effect until all the undertakings hereunder have been discharged by the Guarantor in full to Broker's satisfaction and shall be binding on the Guarantor's executors, administrators, successors or legal representative. Also, if any of the provisions of this Guarantee becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.  
不可撤回之擔保書：本擔保書不能由擔保人撤回，並且保持十足效力，直至 BOOM 滿意擔保人已履行本擔保書規定之全部承諾時為止。本擔保書對擔保人之遺囑執行人、遺產管理人、繼承人或法定代表人均具約束力。倘若按法律規定，本擔保書之任何規定於任何方面成為無效、不合法或不可強制實施之規定，本擔保書其餘各項規定之有效性、合法性或可強制實施性，於任何方面均不受影響或損害。

## 10. Joint and several obligations 共同及各別責任

- a. Where this Guarantee is executed by or on behalf of the Guarantor involving two or more parties, the Guarantor's obligations shall take effect as joint and several obligations and all references to the Guarantor shall take effect as references to any of such parties. This Guarantee shall not be revoked or impaired as to any of such parties by the death, incapacity or insolvency of any other party.  
當簽署本擔保書之擔保人為兩名或多名人士時，擔保人之責任應成為共同及各別責任，由所述兩名或多名擔保人承擔，本擔保書中提及之擔保人，應指所述兩名或多名擔保人其中之任何一人。所述兩名或多名擔保人其中之任何一人死亡、無行為能力或者無力償債，本擔保書不得撤銷或受損害，亦不影響其他擔保人之責任。
- b. BOOM may release or discharge any of such parties from their obligations under this Guarantee or accept any compromise from or make any other arrangements with any of such parties without releasing or discharging the other(s) or otherwise prejudicing or affecting BOOM's rights and remedies against the other party(ies).  
BOOM 可以免除或解除所述兩名或多名擔保人其中任何一人之本擔保書所規定之各項責任，或者接受所述兩名或多名擔保人其中任何一人之任何妥協或與其達成任何其它安排，而不免除或解除其他各擔保人之責任，亦不影響 BOOM 對其他擔保人行使各項權利或採取補救措施。

## 11. Notice 通知

Any notice or communication given by BOOM to the Guarantor shall be deemed made or given, if the same is addressed to the Guarantor at any of his business, residential or mailing addresses as they appear from time to time on BOOM's records or by telephone, electronic mail or facsimile to any number or address notified to BOOM from time to time for the purpose  
BOOM 發給擔保人之任何通知或通訊，倘若發往 BOOM 不時記錄之擔保人之任何商業地址、住宅地址或郵遞地址，或者以電話、電子郵件或圖文傳真方式發往擔保人為接收通知目的不時通知 BOOM 之任何號碼或地址，則視該通知經已於下列時間送達：

- a. on the second business day after such notice is mailed (in the case of post); and  
(若採用郵遞方式，) 於該等通知寄出之後第二個營業日；及
- b. when delivered (in the case of personal delivery) or communicated (in the case of telephone, telex cable, telegraph, electronic mail or facsimile transmission), and  
(若為專人送交，) 於通知送達之時，或者(若採用電話、電傳、電報、電子郵件或圖文傳真方式發出)，

that no such notice of communication need to be signed on behalf of BOOM. 於通訊完成之時，且該等通訊毋須有人代表 BOOM 簽署。

## 12. Governing Law 法律管轄

This Guarantee and all rights, obligations and liabilities hereunder shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("HKSAR") and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of HKSAR.

本擔保書及其規定之一切權利、義務及責任，受中華人民共和國香港特別行政區（「香港特區」）法律管轄並應根據所述法律詮釋，且訂約雙方均不可撤回地服從香港特區法院之非專屬性司法管轄。

---

*(If there's any conflict between the English and Chinese versions of this document, the English version shall prevail.)*  
(本文件的中英文版本如出現歧義，一切解釋概以英文版本為準。)