

PLEASE READ THE TERMS AND CONDITIONS OF THIS GUARANTEE CAREFULLY AND MAKE SURE YOU UNDERSTAND THEM.

#### GUARANTEE AND INDEMNITY

To: CITIC SECURITIES BROKERAGE (HK) LIMITED  
26/F CITIC Tower, No.1 Tim Mei Avenue,  
Hong Kong

1. In consideration of CITIC SECURITIES BROKERAGE (HK) LIMITED ("**the Company**", which expression shall include its successors and assigns) granting, continuing or affording credit facilities or otherwise at the request of the person named in Part 1 of the Schedule ("**Guarantor**" which expression shall include this person's successors and assigns) for as long as the Company may think fit to the person named in Part 2 of the Schedule (the "**Principal**"), the Guarantor HEREBY AGREES and undertakes with the Company to pay to the Company on demand all sums of money and liabilities (collectively "**Liabilities**") whether certain or contingent, now or hereafter owing or incurred to the Company on any account whatsoever by the Principal whether as principal or surety and whether from the Principal solely or from the Principal jointly with any other person or persons or from any firm in which the Principal may be a partner and in whatever style, name or form including, without limitation:-

(a) in the case of the death or liquidation of the Principal, all sums which would at any time have been owing to the Company by the Principal prior to the Company receiving actual notice of such death or liquidation;

(b) all money obtained from, or liabilities incurred to, and facilities granted by, the Company notwithstanding that the borrowing or incurring of such liabilities or the granting of such facilities may be invalid or in excess of the powers of the Principal or of any director, attorney, agent, partner or other person purporting to borrow or request or act on behalf of the Principal and notwithstanding any other irregularity in such borrowing or incurring such liabilities or facilities;

(c) in all cases, money due to the Company in respect of any facilities granted to the Principal or at its request in any country together with all interest on all such debts and facilities to the date of payment as well as commission, charges, discounts, legal and other costs, charges and expenses occasioned by or incidental to any other guarantee, indemnity or security held by or offered to the Company for the same indebtedness, or occasioned by or incidental to the enforcement of any such guarantee, indemnity or security or by or to any attempt to recover or partially recover thereunder from the Principal

PROVIDED that the total amount recoverable in respect of principal Liabilities from the Guarantor hereunder shall not exceed the sum specified in Part 3 of the Schedule to this Guarantee. For the avoidance of doubt, the Company may in addition demand payment under this Guarantee of, and the Guarantor shall in addition pay, (i) all interest accrued on such principal Liabilities, (ii) default interest on all outstanding Liabilities at the default rate the Company charges its customers from time to time, such interest to be calculated from the date of the same becoming due until payment (whether before or after judgment) and (iii) all costs and expenses (on a full indemnity basis) arising out of or in connection with the recovery or attempted recovery by the Company of any Liabilities, whether from the Principal, the Guarantor or any other person. For the avoidance of doubt, if Part 3 of the Schedule to this Guarantee is not completed, the Guarantor's liability under this Guarantee shall be unlimited.

2. Without prejudice to any other provision of this Guarantee, the Guarantor agrees that it shall also be liable under this Guarantee in respect of the Liabilities as a primary debtor and not merely as a guarantor or surety and as if it had indemnified the Company in full in respect of the Liabilities. The Guarantor shall pay to the Company on demand any amount for which it is liable under this Clause 2.

3. This Guarantee shall be a continuing guarantee binding on the Guarantor until one month's written notice of revocation by the Guarantor is given to and acknowledged in writing by the Company Provided however that the Guarantor shall not be relieved of any liability with respect to any transactions entered into between the Company and the Principal or by the Company for the Principal or on the Principal's behalf prior to the Company's said acknowledgement whether or not the liability in respect of such transactions matures after the Company's said acknowledgement.

4. This Guarantee shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sum of money or liabilities owing as aforesaid but shall extend to cover any sum of money or liabilities which shall for the time being constitute the balance due from the Principal to the Company upon any such account as hereinbefore mentioned.

5. This Guarantee shall be in addition to and shall not be in any way prejudiced or affected by any guarantee, indemnity or security provided by any person now or hereafter held by the Company for all or any part of the Liabilities nor shall such guarantee, indemnity or security to which the Company may be otherwise entitled or the liability of any person or persons not parties hereto for all or any part of the Liabilities be in anywise prejudiced or affected by this Guarantee. All money received by the Company from the Guarantor or the Principal or any person or persons liable to pay the same may be applied by the Company to any account or item of account or to any transaction to which the same may be applicable PROVIDED ALWAYS that the Company shall have an absolute right to elect to enforce any such guarantee, indemnity, collateral or other security.

6. This Guarantee and the liability of the Guarantor under this Guarantee shall not be impaired, reduced, discharged or otherwise adversely affected in any way by reason of:

(i) the Company from time to time granting to the Principal, any surety for the Principal or any other person providing security for any Liabilities or otherwise any time, indulgence, concession, waiver or consent; or

(ii) the Company varying, realising, releasing or abstaining from perfecting or enforcing any guarantees, indemnities, assurances, bills, notes, rights or security of any kind which the Company may hold in respect of Liabilities, or any other rights, powers or remedies; or

(iii) the Company compounding with, or waiving, discharging, releasing or varying the liability of, the Principal or any other person, or concurring in accepting or varying any compromise, arrangement or settlement; or

(iv) the Company opening any new account or closing or redesignating any other account of the Principal or renewing any existing facilities to the Principal or providing any new or additional facilities to the Principal or requiring the Principal to provide or procure any other guarantee, indemnity or security in respect of the Principal's obligations or the obligations of any other person; or

(v) the Company, by its action or failure to act, prejudicing any rights which the Guarantor may have whether against the Principal, any surety for the Principal or any other person; or

(vi) any failure by the Company to take any guarantee, indemnity or security; or

(vii) the invalidity of any guarantee, indemnity, security or other right, taken in respect of the Liabilities (or any provision thereof); or

(viii) any existing or future agreement by the Company as to the application of any facilities made or to be made to the Principal; or

(ix) the Principal or any other party thereto not being bound by the terms of any agreement by which facilities are made available by the Company or any other security, guarantee, indemnity, power, right or remedy whether as a result of any failure to execute, or any deficiency in the execution of the same or as a result of any defect in

or insufficiency or want of the necessary powers or any irregular or improper exercise thereof, whether or not known to the Company or for any other reason; or

(x) any assignment by the Principal or any surety of any of its rights or obligations under any guarantee, indemnity, assurance, bill, note, right or security; or

(xi) the death, incapacity, insolvency or liquidation of the Principal or any surety, or any arrangement or composition between the Principal or any surety and its creditors; or

(xii) any change in the status or composition of the Principal or any surety, whether by change of name or style or, in the case of a company, by amalgamation or reconstruction or any change in constitution (whether in the form of Memorandum and Articles of Association or otherwise) or, in the case of a firm, sole proprietorship or partnership, the introduction, retirement, removal, death or liquidation of partners (which may include the conversion of a sole proprietorship into a partnership or vice versa) so that this Guarantee shall provide assurance for the discharge of Liabilities both before or after any such change; or

(xiii) anything done or omitted or any other circumstances which, but for this provision, might operate to exonerate the Guarantor or any other person (whether as primary debtor or as surety).

7. All payments under this Guarantee shall be made without any withholding on account of any tax, duty, levy, impost, charge or fee or other cause and without any set-off, counterclaim, restriction, condition or deduction. If the Guarantor is required by law to make any deduction or withholding from any payment under this Guarantee, the Guarantor shall pay to the Company such additional amounts as may be necessary to ensure the receipt and retention by the Company (free from any liability in respect of such deduction or withholding) of the full amount which it would otherwise have received.

8. The Guarantor hereby undertakes to the Company to obtain and maintain in full force, validity and effect all governmental and other approvals, authorities, licences and consents required in connection with this Guarantee, and to do or cause to be done all other acts and things necessary or desirable for the performance of all the obligations of the Guarantor pursuant to this Guarantee.

9. The Guarantor warrants to the Company that it has not taken and covenants to the Company that it will not take from the Principal or any other person, without the prior written consent of the Company, any form of security, guarantee or indemnity, either directly or indirectly and whether merely personal or involving a security interest on any property of the Principal or other person, in respect of the Guarantor's liabilities under this Guarantee. Any such security, guarantee or indemnity taken without the Company's consent shall be held on trust for the Company as security for the discharge of the Liabilities and shall be deposited with the Company. If the Guarantor defaults in so depositing any such security, guarantee or indemnity with the Company the maximum amount for which it shall be liable under this Guarantee, if any limit applies as provided in Part 3 of the Schedule, shall be increased by the amount by which any dividend in the bankruptcy or liquidation of the Principal or otherwise payable by the Principal to the Company is thereby diminished.

10. The Guarantor agrees not to (a) exercise any rights of set-off, contribution or indemnity or any right to demand or accept repayment of, or payment of interest on, any loans or advances now or in the future due to it from the Principal against the Principal, (b) claim any right of subrogation in respect of any guarantee, indemnity or security held by the Company in respect of the Liabilities unless the Liabilities shall have been paid and discharged in full or (c) prove otherwise in competition with the Company in respect of any payment by it under this Guarantee; except that the Guarantor may (and shall if so required by the Company) prove in any liquidation or participate in any competition with creditors of the Principal or any other person for claims against the Principal or such person on condition that the benefit of such claims is held upon trust to pay amounts recovered thereunder to the Company until the Liabilities shall have been discharged in full.

11. Any money received under this Guarantee may be placed and kept to the credit of a suspense account for so long as the Company thinks fit, without any obligation in the meantime to apply the same or any part thereof in or towards discharge of any Liabilities. Notwithstanding any such payment, in the event of any proceedings in or

analogous to liquidation, composition or arrangement, the Company may prove for and agree to accept any dividend or composition in respect of the whole or any part of the Liabilities in the same manner as if this Guarantee had not been given.

12. With respect to any Liabilities payable in a foreign currency or in any foreign country, the Guarantor shall be obliged to pay to the Company the relevant unpaid Liabilities in the same foreign currency and place in which the same are payable or, at the election and at the request of the Company, the Guarantor shall be obliged to pay to the Company at its Hong Kong Office, the equivalent thereof in Hong Kong currency computed at the current selling rate of the Company, on the date the relevant Liabilities became due, for cable transfers of such foreign currency to the place where the same are payable. The Guarantor shall indemnify the Company against, and pay to the Company on demand the amount of, any loss incurred by it arising from any change in the value in Hong Kong currency of such foreign currency between the date the relevant Liabilities became due and the date of payment thereof. The term "**foreign currency**" shall be deemed in this Guarantee to refer to that type of such currency which under applicable laws and regulations may be used to pay and discharge any relevant Liabilities. If on the date the relevant Liabilities became due no selling rate is quoted by the Company for cable transfers of such foreign currency to the place where the same are payable or if at any time the Company is unable due to interruption of any communications between Hong Kong and any foreign office at which the records of the relevant Liabilities are maintained or to legal restrictions, acts of war, insurrection or civil uprising at the location of such foreign office, to establish the amount of the relevant Liabilities, the Company may estimate the equivalent in Hong Kong currency of the amount of the relevant Liabilities on the basis of the last statement or statements received by the Company from such foreign office and the last quoted selling rate for cable transfers of such foreign currency to the place where the same are payable and the Guarantor shall be obliged, on demand, to furnish such security or additional money (as the case may be) or to make such payments on account of its liabilities under this Guarantee as the Company shall request. The Company will hold such additional security or money as security for the Guarantor's obligations under this Guarantee and the Guarantor shall remain liable for all Liabilities when ultimately determined.

13. Any release, settlement or discharge between the Guarantor and the Company shall be conditional upon no security, disposition or payment to the Company in respect of the Liabilities being avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any law relating to liquidation, insolvency, composition or arrangement for the time being in force or for any other reason whatsoever. The Company shall be entitled to recover from the Guarantor or any other relevant person the value which the Company placed upon such security or disposition or the amount of such payment as if such release, settlement or discharge had not occurred.

14. If this Guarantee ceases from any cause whatsoever to be binding as a continuing guarantee on the Guarantor, the Company shall be at liberty without thereby affecting its rights hereunder to open a fresh account or accounts and to continue any then existing account with the Principal and no money paid from time to time into any such account or accounts by or on behalf of the Principal and subsequently drawn out by the Principal shall on settlement of any claim in respect of this Guarantee be appropriated towards or have the effect of payment of any part of the money due from the Principal at the time of this Guarantee ceasing to be so binding as a continuing guarantee or of the interest thereon unless the person or persons paying in the money shall at the time in writing direct the Company specially to appropriate it to that purpose.

15. (a) In addition to any other right which it may have at law, the Company shall be entitled to retain and not repay any amount whatsoever which is or may hereafter be owing from it to the Guarantor or any money whatsoever which it may hold, now or hereafter, for the account of the Guarantor, whether on current, savings or deposit account and regardless of the currency thereof, unless and until all Liabilities shall have been discharged in full.

(b) Without limiting any general lien, right of set-off or other right to which the Company may be entitled, the Company may at any time without notice to the Guarantor, whether or not the Company has made a demand under this Guarantee or the Liabilities have become due, combine, consolidate or merge all or any of the Guarantor's accounts with it and the Liabilities and may set-off or transfer any sums held for the Guarantor or standing to the credit of any such accounts (whether subject to notice or not and whether matured or not) in or

towards satisfaction of the Liabilities, notwithstanding that the sums held for the Guarantor or the balances on such accounts and the Liabilities may be at different branches in different jurisdictions and may not be expressed in the same currency. The Company is hereby authorised to effect any necessary conversions at its own rate of exchange then prevailing for the foregoing purposes.

16. Any forbearance or delay by the Company in exercising any right or remedy shall not be deemed to be a waiver of such right or remedy, and any single or partial exercise of any right or remedy shall not preclude the further exercise thereof. No course of dealing between the Guarantor and the Company nor any waiver in any one or more instances shall be deemed a waiver in any other instance. Each of the Company's rights and remedies shall continue in full force and effect until such rights or remedies are specifically amended or waived by an instrument in writing executed by the Company.

17. Any provision in this Guarantee which is invalid for any reason in any jurisdiction shall be ineffective only to the extent of such invalidity and shall not affect the validity of the remaining provisions hereof or the validity of such provision in any other jurisdiction.

18. (a) The Guarantor authorizes the Company to disclose any information regarding the Guarantor:

(i) to any of its subsidiaries or affiliates or to any agent engaged by the Company or any such subsidiaries or affiliates to provide services to them in their normal course of business, provided that the recipient of such information shall be required to keep it private and confidential; and it is agreed that the disclosure of information in such circumstances shall not constitute a violation of the Company's obligations of confidentiality;

(ii) to subsidiary or affiliate companies of the Company, other banks, financial institutions, credit and payment card companies, credit reference agencies and governmental authorities either in response to their credit enquiries directed to the Company or if the Principal shall fail to satisfy any obligation to the Company, whether under this Guarantee or otherwise.

(b) The Guarantor (if an individual) agrees to be bound by the Company's Circular to Principals relating to the Personal Data (Privacy) Ordinance and to the use of personal data about him in the manner specified in such Circular, and agrees that the provisions of such Circular shall apply generally to the Company's treatment of personal data about him.

19. Without prejudice to any other provision of this Guarantee, notwithstanding that the Principal is a committee or association or other unincorporated body (as the case may be) which has no legal existence or which is under no legal liability to discharge obligations undertaken or purported to be undertaken by it or on its behalf, this Guarantee shall be valid and binding on the Guarantor and have effect as though the Guarantor was the principal debtor and the Guarantor acknowledges that the Company accepts the Principal as such at the Guarantor's request.

20. Without prejudice to any other provision of this Guarantee, if any firm whose account is hereby guaranteed is dissolved, this Guarantee shall apply to all money borrowed and liabilities and credits incurred in the firm's name until the Company shall receive actual notice of such dissolution. If however the dissolution be by reason only of the introduction of a further partner or partners into the firm this Guarantee shall continue and, in addition to the debts and liabilities and credits due by the old firm, shall apply to all money and liabilities and credits due or incurred to the Company from or by the new firm(s) thereby constituted as though there had been no change in the firm as previously constituted.

21. This Guarantee shall operate for the benefit of the Company and its successors and assignees, notwithstanding any change by way of amalgamation, consolidation or otherwise in the constitution of the Company or any such successor or assignee. The Company may assign or otherwise transfer and/or any of its rights and interests under this Guarantee.

22. Any notice or demand by the Company shall be deemed to have been validly given if addressed to the Guarantor at such address as may be notified to the Company in writing by the Guarantor or appear in the Company's records as the Guarantor's last known address. Any notice delivered personally shall be deemed to have been given at time of delivery. Any notice despatched by letter postage prepaid shall be deemed to have been given immediately after posting. Any notice sent by telex with answer back or by facsimile shall be deemed to have been given at the time of transmission.

23. Where appropriate in this Guarantee:

- (i) the use of the masculine gender shall also include the feminine or neuter;
- (ii) the use of the neuter gender shall also include the masculine or feminine;
- (iii) the use of the singular shall include the plural and vice versa;
- (iv) the expression "**person**" shall mean and include a company, society, corporation, firm, partnership, joint venture, trust, state, agency of a state, or an individual and in the case of an individual his or her executors, administrators, committee, receiver or other person lawfully acting on behalf of every such person;
- (v) the expression "**this Guarantee**" shall mean this Guarantee and Indemnity and shall be construed as including and extending to any separate or independent stipulation or agreement herein contained and any supplement or amendment hereto;
- (vi) "**facility**" means all types of facility and accommodation provided by the Company including, without limitation, loans, advances, overdrafts, credits, guarantees and confirmations;
- (vii) "**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;
- (viii) "**liquidation**" means bankruptcy, winding up, liquidation, supervision, administration or any analogous proceedings in respect of any person (as the case may be);
- (ix) references to the "**Schedule**" are to the Schedule annexed hereto; and
- (x) "**security**" includes any mortgage, charge, pledge, lien or other encumbrance or security interest.

24. A certificate by an officer of the Company as to any Liabilities for the time being due, any interest or exchange rate or any other matter shall be conclusive evidence in any legal proceedings against the Guarantor unless (i) the Company failed to exercise reasonable skill and care in respect of any such statement or certificate or (ii) any such statement or certificate was generated by the wilful default or forgery or gross negligence of the Company or any of its employees, agents or servants.

25. Where this Guarantee is given for more than one person the expression "**Principal**" shall be construed as referring to them collectively and individually.

26. (a) This Guarantee shall be governed by and construed in accordance with the laws of Hong Kong and the Guarantor hereby irrevocably submits to the jurisdiction of the Hong Kong courts, provided that such jurisdiction, at the sole option of the Company, shall not be exclusive. The Guarantor agrees that any writ, summons, order, judgement or other document shall be deemed duly and sufficient served if addressed to the Guarantor and left at or sent by post to the address in Hong Kong of the Guarantor last known to the Company.

(b) The Guarantor hereby irrevocably appoints the person named in Part 4 of the Schedule ("**Process Agent**") to be its agent to accept service of any legal process in Hong Kong in connection with this Guarantee. The Guarantor agrees that any writ, summons, order, judgment or other document issued in connection with the Liabilities shall be deemed duly and sufficiently served on it if addressed to the Process Agent and left at, or sent

by post (postage prepaid) to, its address. The foregoing shall not limit the rights of the Company to serve process on the Guarantor in any manner permitted by law in any jurisdiction.

27. If signed by a firm or partnership, the expression "**the Guarantor**" shall include the person or persons from time to time carrying on business in the name of such firm or partnership.

28. If this Guarantee is signed by more than one person or is signed by one person for himself and on behalf of others (whether a partnership or otherwise):

(a) the expression "Guarantor" shall include each such person (a "**Joint Guarantor**") and the liability of Joint Guarantors under this Guarantee shall be joint and several;

(b) any demand for payment on any one or more of the Joint Guarantors shall be treated as a valid demand on all Joint Guarantors;

(c) the Company may release or discharge any one or more of the Joint Guarantors from liability under this Guarantee or compound with, accept compositions from or make any other arrangement with any of such persons without, in consequence, releasing or discharging or otherwise prejudicing or affecting its rights and remedies against any other Joint Guarantor;

(d) this Guarantee shall not be affected by the death, incapacity or liquidation of any Joint Guarantor;

(e) termination of this Guarantee pursuant to Clause 3 by any one or more of the Joint Guarantors or his or their personal representatives shall not affect the continuing liability of the other Joint Guarantors (and Clause 3 shall be construed accordingly);

(f) the fact that any Joint Guarantor is not bound by the provisions of this Guarantee (for whatever reason) shall not discharge the other Joint Guarantors who shall be and continue to be bound by this Guarantee; and

(g) until the Liabilities have been paid in full to the Company, no Joint Guarantor will, without the prior written consent of the Company, exercise or claim any rights available to it against any other Joint Guarantor.

29. The Guarantor hereby acknowledges and confirms that he has been advised to seek his own independent legal advice regarding his liabilities under this Guarantee.

SCHEDULE

Part 1

Guarantor

Name:

Address/Registered Office:

Facsimile:

HKID/C.I.No.:

Part 2

Principal

Name:

Part 3

Limit (if applicable)

*(complete in words and figures; if this Part is not completed, the Guarantor's liability to the Company under this Guarantee shall be unlimited)*

Part 4

Process Agent

Name:

Address (in Hong Kong):

Facsimile:

Telex (if any):

