

# Guarantor Information for Corporate Margin Account



## Guarantor Personal Information

Mr.  Ms.  Mrs.  Dr.

Surname (in English) \_\_\_\_\_ Given Name \_\_\_\_\_

Name (in Chinese) \_\_\_\_\_ Date of Birth \_\_\_\_\_ Year \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_

Gender  Male  Female Marital Status  Single  Married

Official ID/ Passport No. \_\_\_\_\_

Citizenship \_\_\_\_\_ Country of Primary Residence \_\_\_\_\_

Home Address (P.O. Box not accepted) \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_

Country \_\_\_\_\_ Postal/Zip Code \_\_\_\_\_

Company Name \_\_\_\_\_

Industry \_\_\_\_\_ Occupation \_\_\_\_\_

Title \_\_\_\_\_ Year(s) of Service \_\_\_\_\_

Company Address (P.O. Box not accepted) \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_

Country \_\_\_\_\_ Postal/Zip Code \_\_\_\_\_

Home Tel. ( ) \_\_\_\_\_ Office Tel. ( ) \_\_\_\_\_

Mobile Tel. ( ) \_\_\_\_\_ Email \_\_\_\_\_

Correspondence Address:  Home  Office

Annual Income (in US\$)  Under \$25,000  \$25,000-\$49,999  \$50,000-\$99,999

\$100,000 - \$499,999  \$500,000 or above

Properties  Owned. Please specify the property address \_\_\_\_\_

Mortgaged  With Parents  Rented  Others \_\_\_\_\_

Present Net Assets Currency \_\_\_\_\_ Amount \_\_\_\_\_

Are you currently holding any account(s) with BOOM Securities (H.K.) Limited (“BOOM”)?

No  Yes. Please specify current account no. \_\_\_\_\_

Besides the account mentioned above, are you related to any other BOOM trading accounts?

No  Yes. Please specify \_\_\_\_\_

Which language of communication material do you prefer?  English  Chinese

X \_\_\_\_\_  
Signature of Guarantor Date

# Guarantee Agreement

This Guarantee is made on the day of \_\_\_\_\_ (dd/mm/yy) between \_\_\_\_\_  
\_\_\_\_\_ of (address/registered office) \_\_\_\_\_  
(hereinafter referred to as the “Guarantor”) and Boom Securities (H.K.) Limited whose registered office is located at Suite AIA Tower, 183 Electric Road, North Point, Hong Kong (hereinafter referred to as the “Broker”)

## Whereas:

- A. The Guarantor offers this Guarantee in consideration for the Broker accepting or continuing to maintain one or more accounts for the benefit of \_\_\_\_\_ (Passport/HKID/B.R.No. \_\_\_\_\_) (hereinafter referred to as the “Customer”); and
- B. The Broker agrees to accept this Guarantee as a condition precedent to accepting or continuing to maintain one or more accounts for the benefit of the Customer.

Now it is hereby agreed as follows:

## 1. Unlimited Guarantee

In consideration for the Broker accepting or continuing to maintain one or more accounts for the benefit of the Customer or for other valuable consideration (receipt of which is hereby acknowledged), the Guarantor hereby unconditionally and irrevocably guarantees to the Broker as primary obligor and not merely as surety that the Guarantor shall pay promptly to the Broker any and all amounts demanded by the Broker, from time to time and at any time, which represent a deficit in any of the Customer’s accounts with the Broker and any other sums owing by the Customer to the Broker, howsoever arising under the Margin Trading Agreement (hereinafter referred to as the “Agreement”) made between the Customer and the Broker on the day of \_\_\_\_\_ (dd/mm/yy). This Guarantee is a continuing guarantee and shall extend to the ultimate balance of any and every deficit and other sums owing to the Broker (together with all expenses whatsoever incurred by the Broker 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.

## 2. Unconditional Guarantee

If the Customer fails to make payment in accordance with the Agreement for any reason whatsoever, the Broker 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 Customer to the Broker together with all such amount of outstanding interest, costs and expenses accrued thereon as stated by the Broker 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, the absence of actions by the Broker to enforce the Agreement, any waiver or consent by the Broker to enforce the Agreement, any waiver or consent by the Broker concerning any provision of the Agreement, the rendering of any judgment against the Customer or any action by the Broker to enforce such judgment, or any other circumstances that otherwise might constitute a legal or equitable defense or discharge of a guarantor.

## 3. Preservation of Rights

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

- a. refrain from applying or enforcing any other security, moneys or rights held or received by the Broker in respect of such amounts or apply and enforce the same in such manner and order as the Broker 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 Customer in respect of any monies paid by the Guarantor to the Broker under this Guarantee or have or exercise any rights as surety in competition with or in priority to any claim of the Broker; and
- 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, the Broker may prove for and agree to accept any dividend or composition in respect of the whole or any part of any amounts owing to the Broker as if this Guarantee had not been given.

## 4. Additional Security

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 the Broker as security for the obligations of the Customer. The Broker’s rights hereunder are in addition to and not exclusive of those provided by law.

## 5. Certificate

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

## 6. Security

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

**7. Payments**

- 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 Customer to such account as the Broker may specify.
- 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 the Broker 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 the Broker of the full amount so provided for. The Guarantor will indemnify the Broker in respect of all such taxes.
- 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 the Broker on demand immediately all such costs and expenses.

**8. Undertakings**

- 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.
- b. Information. The Guarantor will deliver to the Broker promptly upon request such information as to his business affairs and financial condition as the Broker from time to time may request.
- 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.
- 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.
- 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.
- 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 the Broker.
- g. Not in Default. The Guarantor will disclose to the Broker 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.

**9. Miscellaneous**

- a. Set-off. The Broker 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 the Broker or any Affiliated Company for the account of the Guarantor (whether sole or joint with any other person or persons) at any office of the Broker or any Affiliated Company anywhere and in any currency. The Broker 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 20 per cent is owned directly or indirectly by the Broker or which directly or indirectly owns not less than 20 per cent of the ordinary share capital of the Broker.
- b. Interest on Obligations. All sums owed by the Guarantor to the Broker under this Guarantee including, but not limited to, the Broker's costs and expenses of collection (including legal costs), shall bear interest payable on demand at a rate per annum equal to 6% over either the cost of funds to the Broker 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 the Broker may vary the prevailing rate of interest from time to time.
- 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 the Broker.
- 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.
- 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, administrations, 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.

**10. Joint and several obligations**

- 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.
- b. The Broker 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 the Broker's rights and remedies against the other party(ies).

**11. Notice**

Any notice or communication given by the Broker 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 the Broker's records or by telephone, electronic mail or facsimile to any number or address notified to the Broker from time to time for the purpose

- a. on the second business day after such notice is mailed (in the case of post); and
- 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

that no such notice of communication need to be signed on behalf of the Broker.

**12. Governing Law**

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 ("HK SAR") and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of HK SAR.

IN WITNESS WHEREOF this Guarantee has been executed on the day and year above written.

*(in case of an individual or individuals)*

**Signed Sealed and Delivered by the Guarantor**

X		
Signature of <b>Guarantor</b>	Name of <b>Guarantor</b>	Date
Official ID / Passport No. _____	Issue Date _____	
Passport Issue Place _____	Passport Expiry Date _____	
(Please supply a copy of your Official ID Card / Passport)		

**in the presence of**

X			
Signature of <b>Witness</b>	Name of <b>Witness</b>	Occupation of <b>Witness</b>	Date
Address of <b>Witness</b> _____			

*(in case of a company)*

**The Common Seal of**

**was hereunto affixed  
in the presence of**

(Common Seal)

X  
Director

X  
Director or Secretary

*(If there is inconsistency between the English and Chinese version of this Guarantee Agreement, the English version shall prevail.)*

---

BOOM SECURITIES (H.K.) LIMITED Suit 802, AIA Tower, 183 Electric Road, North Point, HK  
Registered Securities Dealer with the Securities and Futures Commission (SFC) of Hong Kong. AEF808