



Deed of Guarantee and Indemnity

To: Shenwan Hongyuan Securities (H.K.) Limited Shenwan Hongyuan Futures (H.K.) Limited

1. In consideration of your granting and/or continuing to make available advances, credit facilities or other financial accommodation for whatsoever purposes and for so long as you may think fit, to (*Applicant's name*) of (*Applicant's address*)..... (the "Applicant") the undersigned (*Guarantor's name*) (the "Guarantor") of (*Guarantor's address*)..... (particulars of Guarantor are set out in Schedule 1 to this Deed) as primary obligor and not merely as surety, hereby irrevocably and unconditionally guarantees and will procure, punctual payment to you, on the respective due dates, of all moneys which are now or may at any time hereafter be or become from time to time due or owing to you by the Applicant anywhere, or in respect of which the Applicant may be or become liable to you, whether on any account or otherwise in any manner whatsoever (in all cases whether alone or jointly with any other person, and in whatever style, name or form, and whether as principal or surety), in each case at the time, in the place and in the manner required of the Applicant, and including (without limitation) the amount of any loans, acceptances, deferred payments or other credits or advances made to the Applicant or others, for the accommodation or at the request of the Applicant, and of any notes or bills, made, accepted, endorsed, discounted or paid, and of any liability under guarantees, indemnities, contracts (spot and forward), documentary or other credits or any instruments whatsoever, from time to time assumed or given by or entered into by you for or at the request of the Applicant, PROVIDED ALWAYS that the maximum liability of the Guarantor hereunder shall not in any event exceed the sum specified in Schedule 2 to this Deed together with interest to date of payment at such rates and upon such terms as may from time to time be payable by the Applicant (or which would have been so payable notwithstanding the death, bankruptcy, liquidation, winding-up or other incapacity of the Applicant), commissions, discounts, fees and other charges, all disbursements and all expenses incurred by you in relation to the Applicant, or the preparation or enforcement of any guarantees or securities for any moneys, obligations or liabilities hereby guaranteed, including all legal costs and all other costs and expenses, penalties or expenditure on a full indemnity basis. For the avoidance of doubt, if no amount is specified in the Schedule, the Guarantor's liability under this Deed shall be unlimited.
2. The Guarantor hereby undertakes to procure that the Applicant will comply with all the Applicant's obligations to you, the beneficiary of this Deed, but should the Applicant default in making payment when due of any payment or default in complying with any other obligation, the Guarantor will, without the need for any demand, make immediate payment or performance thereof as the case may be, at the place, in the funds and currency and/or in the manner required of the Applicant and without any withholding or deduction whatsoever PROVIDED ALWAYS HOWEVER that no time for limitation of liability in respect of this Deed shall begin to run in favour of the Guarantor unless and until you shall have made demand on the Guarantor.
3. The Guarantor hereby agrees to pay interest, from the due date until payment, on all moneys hereby secured and/or guaranteed at such rate as may from time to time be payable by the Applicant in respect of such moneys or would have been payable, notwithstanding the death, bankruptcy, liquidation, winding-up or other incapacity of the Applicant, or any arrangement or composition with the Applicant's creditors or any proceedings in or analogous to bankruptcy, liquidation or winding-up.
4. Any statement of account of the Applicant issued by you shall be conclusive evidence as against the Guarantor of the indebtedness of the Applicant to you.
5. This Deed shall be a continuing security and shall cover and secure the ultimate balance from time to time owing to you by the Applicant on each separate account or in any manner whatsoever, notwithstanding the death, bankruptcy, liquidation, winding-up, incapacity or any change in the constitution or partners of the Applicant or the Guarantor or your receipt of notice of any such occurrence or any settlement of account or other matter whatsoever.
6. The continuing nature of this Deed may be terminated at the expiry of 6 months after the receipt by you from the Guarantor (or in the event of the death or insanity of the Guarantor from the legal personal representative of the Guarantor) of notice in writing to terminate it, PROVIDED ALWAYS that such notice shall not affect the liability of the Guarantor for amounts due or owing, present or future, certain or contingent, incurred or arising out of obligations incurred, created or assumed prior to the expiration of such 6 months period but maturing thereafter, and, for the avoidance of any doubt, the Guarantor hereby expressly agrees and declares that even if you are given notice under this clause you shall still be entitled over the said 6 months' period to continue to make available credit or other facilities or financial accommodation to the Applicant and to make further advances to the Applicant and to open new accounts with or for the Applicant in respect thereof and all such liabilities incurred, created or assumed by the Applicant arising out of or in connection therewith shall be subject to this Deed.
7. This Deed is in addition to and may be enforced notwithstanding any other deed or covenant, guarantee, indemnity, assurance, pledge, lien, bill, note, mortgage, charge, debenture, security, or other right, power or remedy, now or hereafter held by, made in favour of or available to you.
8. Should any purported obligation or liability of the Applicant which, if valid or enforceable, would be the subject of this Deed be or become wholly or in part invalid or unenforceable against the Applicant on any ground whatsoever, including any defect in or insufficiency or want of powers of the Applicant, or irregular or improper purported exercise thereof, or breach or want of authority by any person purporting to act on behalf of the Applicant, or any legal limitation, disability, mental or other incapacity, or any other

fact or circumstance, whether or not known to you, or if, for any other reason whatsoever, the Applicant is not or ceases to be legally liable to discharge any obligation or liability undertaken or purported to be undertaken on the Applicant's behalf, the Guarantor shall nevertheless be liable to you in respect of that obligation or liability or purported obligation or liability as if the same were wholly valid and enforceable and the Guarantor were the principal debtor in respect thereof. You are not to be concerned to see or enquire into the powers of the Applicant or its officers (if the Applicant is a limited company), employees or agents purporting to act on the Applicant's behalf and the Guarantor agrees that you will thus rely on the acts purportedly carried out on behalf of the Applicant as being validly binding on the Applicant so that the Guarantor is estopped from taking or raising any point or defence on such matter(s).

9. The Guarantor shall not be exonerated, nor shall this Deed be in any way discharged or diminished or in any way affected by the existence of any defence, set-off or counter-claim which the Applicant may have or by you, from time to time, without the assent or knowledge of the Guarantor, granting to the Applicant or to any other person, any time, indulgence or concession, or renewing any bills, promissory notes or other negotiable or non-negotiable instruments or securities, varying, realising, releasing or abstaining from perfecting or enforcing any covenants, deeds, guarantees, indemnities, assurances, pledges, liens, bills, notes, mortgages, charges, debentures, securities, or any other rights, powers or remedies, or renewing, waiving, varying, terminating or increasing any credit or facilities to, or the terms or conditions in respect of any transaction with, the Applicant in any manner whatsoever, or agreeing with the Applicant as to the application of any loans or advances made or to be made to or for the account of the Applicant, or the making of any other agreement with the Applicant or compounding with, discharging, releasing or varying the liability of the Applicant, or any other person, or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment, or by anything done or omitted or any other circumstances which, but for this provision, might operate to exonerate the Guarantor, or any other person.
10. You may enforce this Deed notwithstanding that you may have any outstanding right, power or remedy against the Applicant or any other person and without proceeding or enforcing any claim against the Applicant or any other person. The Guarantor: (a) waives any rights which the Guarantor may have to require you first to proceed against or enforce any other guarantee or security before claiming from the Guarantor and (b) confirms that should you so demand, the Guarantor shall place the Applicant in sufficient funds to repay you should the Applicant, for whatever reason, not have sufficient funds of its own.
11. The Guarantor has not taken and will not take any security from the Applicant or any security extending to any obligations or liabilities of the Guarantor under this Deed and your entitlement against the Applicant and the Guarantor shall not be diminished by the existence of any such security.
12. Should the Guarantor contravene Clause 11 above, the security concerned will be held in trust for you as further security and the Guarantor will forthwith deposit the same and all related documents with you, accounting to you for all moneys at any time received by the Guarantor in respect of such security and if the Guarantor fails to comply with the provisions of this clause 12, the amount for which the Guarantor shall be liable under this Deed shall be increased by the amount by which any dividend in liquidation, bankruptcy or otherwise payable by the Applicant to you is diminished.
13. Any money received by virtue of or in connection with this Deed may be placed to the credit of a separate or suspense account for so long as you may determine with a view to preserving your rights to prove for the whole of your claims against the Applicant, or any other person liable, in the event of any proceedings in or analogous to bankruptcy, liquidation, winding-up, insolvency, composition or arrangement.
14. The Guarantor hereby irrevocably waives any right or power which the Guarantor may have of appropriation in respect of any sum paid by the Guarantor by virtue of or in connection with this Deed.
15. Until all the moneys, obligations and liabilities referred to in clauses 1 and/or 2 and/or 3 of this Deed have been paid, discharged and satisfied in full (which expression shall not include payment of a dividend in bankruptcy or winding-up of less than 100 per cent), the Guarantor waives all rights of subrogation and agrees not to demand or accept repayment in whole or in part of any moneys, obligations or liabilities then or thereafter due to the Guarantor from the Applicant, or to demand or accept any security in respect thereof, or to assign the same or charge the same as security, or to take any step to enforce any right against the Applicant, or to claim any set-off or counterclaim against the Applicant or to claim or prove in competition with you in the bankruptcy, liquidation or winding-up of, or have the benefit of any share in any payment or composition from, the Applicant, any co-Guarantor, or any other person, or in any covenant, deed, guarantee or other security now or hereafter held by you.
16. Any release, discharge or settlement between you and the Guarantor shall be conditional upon no security, disposition or payment to you by the Applicant, the Guarantor, or any other person, being avoided or reduced or repaid pursuant to any provisions or enactments relating to bankruptcy, winding-up, insolvency or circumstances analogous thereto and, for such purpose, you shall be entitled (notwithstanding clause 6) to retain this Deed and any security held for the liability of the Guarantor hereunder in full force and effect for such period as you may determine and, if such condition shall not be fulfilled, you shall be entitled to enforce this Deed and any such security subsequently as if such release, discharge or settlement had not occurred.
17. The Guarantor hereby agrees for itself and as agent for and on behalf of any Guarantor's Group Company that you may, at any time without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the Guarantor's and/or Guarantor's Group Company's then existing accounts (of any nature or description whatsoever and whether subject to notice or not) and set-off or transfer any sum standing to the credit of any one or more such accounts wheresoever situate

in or towards satisfaction of any liabilities to you of the Guarantor under this Deed or on any other account, or in any other respect whatsoever, whether such liabilities be present or future, actual or contingent, primary or collateral, several or joint and where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at a fair spot rate of exchange (as determined by you, which determination may take account of incidental and/or indirect expenses) for the currency for which the Guarantor is liable against the existing currency so converted. For the purposes of this clause, the expression "Guarantor's Group Company" shall, if the Guarantor is a body corporate, mean the ultimate holding company of the Guarantor and each and every subsidiary of such holding company.

18. You are hereby authorised to exercise a general lien over all the property of the Guarantor coming into your possession or control for any reason whatsoever, and whether or not in the ordinary course of your business, with unfettered power for you to sell such property as you decide, without the need for judicial proceedings, to satisfy any liabilities whatsoever of the Guarantor to you if not satisfied when due.
19. If, for the purpose of obtaining judgment in any court in any country, it becomes necessary under the laws of such country to convert into a currency (the "Judgment Currency") other than the currency in which the Guarantor's obligations under or pursuant to this Deed are expressed to be payable (the "Agreed Currency") an amount due in the Agreed Currency under or pursuant to this Deed, then the conversion shall be made, to the extent permitted by applicable law, in your sole and absolute discretion, at the rate of exchange (meaning the spot rate at which you are able, in accordance with your usual practice, to purchase the Agreed Currency on the relevant date with the Judgment Currency, including any premium and costs of exchange payable in connection with such purchase) (the "Rate of Exchange") prevailing either on the date of default or on the day on which judgment is given (the "Conversion Date"). If there is a change in the Rate of Exchange prevailing between the Conversion Date and the date of payment of the amount due, the Guarantor will pay such additional amounts (if any) as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the Rate of Exchange prevailing on the date of payment, will produce the amount then due under this Deed in the Agreed Currency to the intent that the obligations of the Guarantor to make payment in the Agreed Currency of any amounts due to you hereunder shall not be discharged or satisfied by any tender or any recovery pursuant to any judgment which is expressed in or converted into any currency other than the Agreed Currency except to the extent that such tender or recovery shall result in the actual receipt by you at the place at which the Applicant is required to pay the full amount of the Agreed Currency expressed to be payable in respect of the amounts due hereunder. Any amount due from the Guarantor under this clause shall be due as a separate debt and shall not be affected by judgment being obtained for any other sum due under or in respect of this Deed.
20. No waiver of any of your rights or powers or any consent by you shall be valid and/or effective unless signed by one or more of your directors in writing which refers expressly to this clause 20. No failure or delay by you in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies provided herein are not to be exclusive of any other remedy and each and every remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise.
21. The Guarantor hereby undertakes to obtain and maintain in full force effect all governmental and other approvals, authorities and consents required in connection with this Deed, 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 Applicant and/or the Guarantor howsoever arising.
22. IF THERE ARE TWO OR MORE SIGNATORIES HERETO, the expression "the Guarantor" shall include all and each of them and this Deed shall be of joint and several effect, in which event none of the undersigned shall be entitled to any of the rights or remedies of a surety as regards the obligations of any other of them. Further (i) each of the undersigned agrees and consents to be bound by this Deed, notwithstanding that any others who were intended to sign or to be bound by this Deed may not do so or be effectually bound hereby, and notwithstanding that this Deed may be invalid or unenforceable against any one or more of the undersigned by reason of fraud, forgery or otherwise, whether or not the deficiency is known to you and (ii) you shall be at liberty to release any one or more of the undersigned from this Deed, to compound with or otherwise vary or agree to vary the liability of, or to grant time or other indulgence to, or make other arrangements with, any one or more of the undersigned, without prejudicing or affecting your rights, powers and remedies against any others of the undersigned and (iii) the termination of this Deed in accordance with its terms by one or more of the undersigned shall not diminish or otherwise affect the continuing effect of this Deed against the other(s).
23. If signed by a firm, the expression "the Guarantor" shall include the person or persons from time to time carrying on business in the name of such firm.
24. This Deed shall be binding upon each successor, assignee, personal representative and person lawfully acting on behalf of the Guarantor or any of the undersigned and the expression "the Guarantor" shall be construed accordingly.
25. This Deed shall be enforceable notwithstanding any change in your name or your amalgamation with or absorption by, or of any other corporation.
26. If any one or more of the provisions of this Deed, or any part thereof, shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not invalidate any of the other provisions of this Deed, which shall remain in full force, validity and effect.
27. This Deed shall be governed by and construed in all respects in accordance with the laws of the Hong Kong SAR.

28. Any notice to the Guarantor under this Deed may be given by delivering such notice addressed to the Guarantor at its address as last known to you and shall be deemed given, on the day of delivery to the said address if by hand, or if by post two (2) days after posting, notwithstanding that the notice actually be undelivered to, or not come to the actual notice of the Guarantor.
29. The Guarantor hereby irrevocably submits to the jurisdiction of the Hong Kong SAR Courts, but it shall be open to you to enforce this Deed in the courts of any other competent jurisdictions, even if concurrently. Any legal process (including without limitation writ, summons, petition and pleadings) is agreed to be validly served on the Guarantor in the same way as a notice under clause 28 hereof though the Guarantor agrees to nominate promptly after a request from you, an agent with an address in Hong Kong to accept service of any legal process on behalf of the Guarantor and service of legal process on such agent shall be deemed to constitute good and valid service on the Guarantor. Any judgment, award and/or order of the Hong Kong SAR courts over the Guarantor and/or its assets shall be deemed to be binding on the Guarantor and valid and fully enforceable in any other jurisdiction as if given by the final appellate court in such other jurisdiction and the Guarantor hereby waives any rights to challenge and/or delay the validity, registration, recognition and / or enforcement of such judgment, award and/or order.
30. This Deed may be translated into a language other than English but the English version shall always apply and prevail.

SCHEDULE 1

Particulars of Guarantor (see Clause 1)

Type of Guarantor: Individual Body Corporate

Name of Guarantor (English): (Mr. / Ms. / Miss*)

Name of Guarantor (Chinese): (先生 / 女士 / 小姐*)

ID Card / Passport / Certificate of Incorporation* No.:

Telephone No.: Fax No.:

Address:

Guarantor's relationship with the Applicant:

Guarantor's personal asset net value (HKD): (as at))

* delete where inappropriate

SCHEDULE 2

Specified sum (if applicable) (see Clause 1)

(Complete in words and figure (in HKD/USD/CNY/other currencies as approved by the Broker). If no amount is stated here, the Guarantor's liability under this Deed shall be unlimited)

IN WITNESS whereof this Deed has been duly signed, sealed and delivered by the Guarantor on (Date).....

IF THE GUARANTOR IS AN INDIVIDUAL

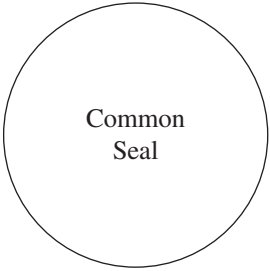
Signed and sealed by)
(Name of Guarantor))
)
) X
)
)
)
.....)
) Signed by Guarantor
in the presence of)
(Name and ID No. /Passport No. of Witness))
)
) X
)
)
)
.....)
.....) Signed by Witness



IF THE GUARANTOR IS A BODY CORPORATE

Please select one of the following execution options:

Sealed with the common seal of)
the Guarantor and signed by the)
Authorised Signatory(ies))
(Name and Title))
)
) X
)
.....)
.....)
.....)
.....)
.....) Signed by Authorised Signatory(ies)
)
in the presence of)
(Name and ID No. / Passport No. of Witness))
)
) X
)
)
)
.....)
.....) Signed by Witness



OR

