Business Secured Loan General Terms and Conditions (with Trade Finance Schedules)

The Business Secured Loan is provided by the Lender subject to these Terms and Conditions, our Business Banking Services Terms and Conditions and the terms and conditions set out in the Business Secured Loan Facility Letter (the "Letter"). By applying for the Business Secured Loan, you will be taken to have accepted all of the aforesaid terms and conditions.

1. Definitions and Interpretation

1.1 Definitions

In these Terms and Conditions:

"**Applicable Percentage Threshold**" means such percentage threshold as notified to the Borrower from time to time (which is determined by the Lender at its sole discretion and may be amended by the Lender from time to time).

"**Authorisation**" means:

(a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or

(b) in relation to anything which will be fully or partly prohibited or restricted by law if an Authority intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"**Authority**" means any regulatory authority, court or judicial body, governmental agency, tax authority, law enforcement agency, central bank, exchange, clearing house, industry or self-regulatory body, or sanctions authority or organisation that enacts, administers or enforces sanctions, embargos or restrictive measures.

"**Banking (Exposure Limits) Rules**" means the Banking (Exposure Limits) Rules (Cap. 155S of the Laws of Hong Kong).

"**Borrower**" or "**you**" means any person applying for or has been granted the Business Secured Loan.

"**Borrower Account**" means:

(a) in relation to a BSLI, the savings account maintained by the Borrower with the Lender for crediting and debiting funds in relation to the BSLI;

(b) in relation to a BSLR, the savings account maintained by the Borrower with the Lender for crediting and debiting funds in relation to the BSLR; and

(c) in relation to a Trade Financing, the savings account maintained by the Borrower with the Lender for crediting (as applicable) and debiting funds in relation to the Trade Financing,

and includes, where the context may require, each and all of the above.

"**BSLI**" means any secured instalment loan made available under the Letter.

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"**BSLI Interest Rate**" shall have the meaning ascribed to it in the Letter.

"**BSLI Loan Maturity Date**" means the last day of a Loan Tenor of a BSLI, subject to Clause 6.4.

"**BSLR**" means the secured revolving loan facility made available under the Letter, and includes, where the context may require, each and all BSLR Loans.

"**BSLR Availability**" means the tenor of a BSLR which is specified in the Letter.

"**BSLR Expiry Date**" means the last day of the BSLR Availability, subject to Clause 6.5.

"**BSLR Interest Rate**" shall have the meaning ascribed to it in the Letter.

"**BSLR Loan**" means a loan made or to be made by the Lender to the Borrower under a BSLR or, where the context may require, the principal amount outstanding at any time of that loan.

"**BSLR Loan Maturity Date**" means the last day of a Loan Tenor of a BSLR Loan, subject to Clause 6.5.

"**Business Day**" means a day (other than a Saturday or a Sunday or a public holiday in Hong Kong) on which commercial banks are open for general business in Hong Kong.

"**Business Secured Loan**" comprises BSLI, BSLR, Invoice Loan and/or Receivables Loan.

"**Charge over Deposit**" means a charge over deposit granted by the Borrower in favour of the Lender, in the form and substance satisfactory to the Lender and duly executed by the Borrower, creating security over the Deposit (as defined therein) in support of the Business Secured Loan.

"**Drawdown Date**" means the date on which (i) the principal amount of BSLI or a loan of BSLR (after deducting all fees, costs and expenses, if applicable) shall be credited into the Borrower Account; or (ii) the principal amount of the payment made by the Lender in accordance with the relevant Trade Financing Request.

"**Event of Default**" means any event or circumstance specified as such in Clause 12.

"**Exchange Rate**" means the rate for converting one currency into another currency which the Lender at its sole and absolute discretion determines to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Borrower (except in the case of manifest error).

"**FATCA**" means:

(a) sections 1471 to 1474 of the US Internal Revenue Code of 1986 or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in

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either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraph (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**Finance Document**" means any of these Terms and Conditions, the Letter, the Mortgage(s), (if applicable) the Guarantee(s), (if applicable) the Charge over Deposit, any security document, each Trade Financing Request or any other document or agreement that may be executed by any of the Obligors or any other person in relation to the Business Secured Loan (as may be amended, supplemented and/or restated from time to time)and collectively the "**Finance Documents**".

"**Guarantee(s)**" means any guarantee given by the Guarantor(s) in favour of the Lender, in the form and substance satisfactory to the Lender and duly executed by the Guarantor(s) in support of the Business Secured Loan.

"**Guarantor(s)**" means each and all individual(s) or company(ies) who execute a Guarantee in favour of the Lender.

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.

"**Invoice Financing Facility**" means the Business Secured Loan which is secured by property(ies) – Invoice Financing facility made available under the Letter.

"**Invoice Financing Interest Rate**" means the interest rate applicable to Trade Financing as described in the Letter.

"Invoice Financing Request" means a Request for Invoice Financing Facility submitted by the Borrower in the form prescribed by the Lender from time to time.

"**Invoice Loan**" means a loan made or to be made by the Lender to the Borrower under an Invoice Financing Facility or, where the context may require, the principal amount outstanding at any time of that loan.

"**Loan Application**" means the application for a Business Secured Loan made by the Borrower.

"**Loan Tenor**" means the tenor of a Business Secured Loan which is specified in the Letter.

"**Lender**" or "**we**" means Ping An Digital Bank (International) Limited, including its successors and assigns and any trustee or agent acting on its behalf where the context requires or permits.

"**LTV Ratio**" means, in relation to any day, the loan-to-value ratio (expressed as a percentage), calculated in accordance with the following formula, subject to the final and conclusive determination of the Lender which shall be binding on the Obligor(s) and subject to change without prior notice to or prior consent from the Obligor(s):

$$\frac{\text{The total outstanding Secured Liabilities and any other amount owed by the Borrower to the Bank}}{} \times 100\%$$

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The total value of the relevant Mortgaged Property(ies) and other security or assets as accepted by the Lender from time to time and appraised and determined by the Lender from time to time

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, operations, property, condition (financial or otherwise) or prospects of the Borrower;

(b) the ability of the Borrower or the Guarantor(s) to perform its obligations under the Finance Documents;

(c) the validity, legality or enforceability of any Finance Document, or the rights or remedies of the Lender under the Finance Documents; or

(d) the validity, legality or enforceability of any security expressed to be created under any Finance Documents or the priority and ranking of any of such security.

"**Mortgage(s)**" means any property mortgage granted by the Borrower as mortgagor or the Mortgagor(s) in favour of the Lender, in the form and substance satisfactory to the Lender and duly executed by the Mortgagor(s) against the Mortgaged Property(ies) as security in support of the Business Secured Loan.

"**Mortgaged Property(ies)**" means any property(ies) charged in favour of the Lender under any Mortgage(s), as set out in the Schedule to the Letter.

"**Mortgagor(s)**" means any party who is a mortgagor under the Mortgage(s).

"**Obligor**" means each of the Borrower, the Mortgagor(s), the Guarantor(s) and any other security provider(s) and any party to a Finance Document other than the Lender.

"**One-Month Interest Period**" means a one-month interest period applicable to a BSLR Loan or an Invoice Loan (as the case may be):

(a) which commences on the date on which such BSLR Loan or Invoice Loan is drawn and thereafter, commences on the corresponding day of each subsequent month (or if there is no corresponding day in a subsequent month, the preceding calendar day in such subsequent month); and

(b) during which interest on the principal amount of such BSLR Loan or Invoice Loan shall accrue.

"**Receivables Financing Facility**" means the Business Secured Loan which is secured by property(ies) – Receivables Financing facility made available under the Letter.

"**Receivables Financing Request**" means a Request for Receivables Financing Facility submitted by the Borrower in the form prescribed by the Lender from time to time.

"**Receivables Loan**" means a loan made or to be made by the Lender to the Borrower under a Receivables Financing Facility or, where the context may require, the principal amount outstanding at any time of that loan.

"**Regulatory Requirements**" means any and all of the following requirements whether

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applicable in or outside Hong Kong to which the Lender or the Borrower is subject or with which the Lender or the Borrower is expected to comply from time to time:

(a) any law, rule, regulation, ordinance, statute, subsidiary or subordinate legislation, court or judicial order, or any embargo or sanction regime; and

(b) any guideline, code, policy, procedure, direction, request, demand, notice, condition or restriction issued by any Authority.

"**Secured Liabilities**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of any of the Obligors from time to time owed to the Lender under any Finance Document.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"**Third Parties Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).

"**Trade Financing**" means, any Invoice Loan or Receivables Loan.

"**Trade Financing Availability**" means the availability of a Trade Financing Facility specified in the Letter.

"**Trade Financing Expiry Date**" means the last day of the Trade Financing Availability, subject to Clause 6.5.

"**Trade Financing Facilities**" means, collectively, the Invoice Financing Facility and the Receivables Financing Facility.

"**Trade Financing Maturity Date**" means the last day of a Loan Tenor of a Trade Financing, subject to Clause 6.5.

"**Trade Financing Request**" means an Invoice Financing Request or a Receivables Financing Request, as the case may be.

"**Trade Finance Schedules**" means the trade finance schedules to these Terms and Conditions and such other trade finance schedules which are made available by the Lender to the Borrower from time to time;

"**Valuation Report(s)**" means any valuation report of (each of) the Mortgaged Property(ies) issued by a reputable valuer acceptable to the Lender to determine the market value of (each of) the Mortgaged Property(ies).

1.2 Interpretation

(a) Where an Obligor is a company or corporation, reference to such Obligor means the company or corporation and its successors, permitted assigns and permitted transferees.

(b) Where an Obligor is a sole proprietorship, reference to such Obligor means the sole proprietor and his executors, administrators, personal representatives, lawful

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successors, permitted assigns and permitted transferees.

(c) Where an Obligor is a partnership or any other unincorporated body, reference to such Obligor means the present and future partners of the partnership, or the persons from time to time carrying on business in the name of the unincorporated body, and their respective executors, administrators, personal representatives, lawful successors, permitted assigns and permitted transferees, and any agreement or document executed by the Borrower shall continue to bind the partnership or the unincorporated body notwithstanding any change in its constitution, name or membership by reason of death, bankruptcy, retirement, disability or admission of partners or persons for carrying on business, or the occurrence of any other event which may dissolve the partnership or the unincorporated body.

(d) Unless a contrary indication appears, any reference in these Terms and Conditions to:

(i) "assets" includes present and future properties, revenues and rights of every description;

(ii) "including" means "including without limitation" (with related words being construed accordingly);

(iii) "indebtedness" means any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(iv) a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) or two or more of the foregoing and "it" and "its", when used in connection with a natural person, should be construed as references to "he", "him", "his", "she" or "her", as appropriate;

(v) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any Authority;

(vi) a provision of law is a reference to that provision as amended or re-enacted; and

(vii) a time of day is a reference to the time in Hong Kong, unless otherwise specified.

(e) Words importing the plural include the singular and vice versa, and words importing a gender include every gender.

(f) Each Trade Finance Schedule forms an integral part of these Terms and Conditions, and each reference to "these Terms and Conditions" shall include all Trade Finance Schedules. If there is any conflict between the provisions in a Trade Finance Schedule and the provisions in any other part of the Terms and Conditions, the provisions in that Trade Finance Schedule shall prevail insofar as the relevant transactions covered by that Trade Finance Schedule are concerned.

2. Availability, Drawdown and Tenor

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2.1 The Business Secured Loan is an uncommitted banking facility. The Lender has the sole discretion whether or not to grant a Business Secured Loan to the Borrower at all or beyond such sum as the Lender considers appropriate.

2.2 The Business Secured Loan is made available to the Borrower subject to the Lender's **overriding right** at its sole and absolute discretion to (i) cancel or suspend or reduce the Business Secured Loan or any part thereof, (ii) determine whether or not to permit utilisation of any unutilised Business Secured Loan amount, (iii) demand immediate repayment of all outstanding indebtedness, liabilities and/or obligations (including but not limited to interest and default interest accrued thereon) due, owing or incurred by the Obligors at any time (including the right to call for cash cover on demand for payment of prospective and contingent liabilities), and/or (iv) require security or additional security of such types and in such amount as the Bank shall from time to time consider appropriate, and/or (v) amend, review, modify, delete, cancel or otherwise vary any of the provisions of this Letter from time to time without prior notice to or consent from any of the Obligors.

2.3 The Business Secured Loan will be available to the Borrower from such date as notified by the Lender and subject to the terms and conditions of the Business Secured Loan as set out in the Letter, these Terms and Conditions and any other terms and conditions as applicable.

2.4 In relation to a BSLR:

(a) The Lender will designate an initial approved principal amount limit to the Borrower Account in respect of the use of a BSLR, provided that the Borrower hereby expressly agrees and acknowledges that the Lender shall be at liberty at any time at its absolute discretion to review, increase, reduce and/or vary such principal amount limit without any prior notice to the Borrower.

(b) The Borrower may request to draw one or more BSLR Loans, provided that the total sum of the principal amounts of the newly granted BSLR Loans and the outstanding principal amounts of all existing BSLR Loans (if any) must not exceed the approved principal amount limit of the BSLR Loans at any time, in the manner and subject to these Terms and Conditions, the terms and conditions set out in the Letter and the relevant terms and conditions prescribed by the Lender from time to time.

(c) All BSLR Loans must be drawn within the BSLR Availability and no tenor of a BSLR Loan may exceed the BSLR Expiry Date.

2.5 In relation to a Trade Financing Facility:

(a) The Lender will designate an initial approved principal amount limit to the Borrower Account in respect of the use of Trade Financing Facilities, provided that the Borrower hereby expressly agrees and acknowledges that the Lender shall at liberty at any time at its absolute discretion to review, increase, reduce and/or vary such principal amount limit without any prior notice to the Borrower.

(b) The Borrower may request to draw one or more Trade Financing by submitting the relevant Trade Financing Request in accordance with the relevant Trade Finance Schedule, provided that the total sum of the principal amounts of the newly granted Trade Financing and the outstanding principal amounts of all existing Trade Financing (if any) must not exceed the approved principal amount limit of the Trade Financing at any time, in the manner and subject to these Terms and Conditions, the terms and conditions set out in the Letter and the relevant terms and conditions

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prescribed by the Lender from time to time.

(c) All Trade Financing must be drawn within the Trade Financing Availability and no tenor of a Trade Financing must exceed the Trade Financing Expiry Date.

3. Borrower's Representations and Warranties

3.1 The Borrower represents and warrants to the Lender as follows:

(a) each Obligor (which is not an individual) is duly incorporated or established and validly existing, and where applicable, in good standing under the laws of the place of incorporation or establishment, and has power to own its assets and carry on its business as it is being conducted;

(b) each Obligor (which is not an individual) has power to execute, deliver and perform, and has taken all necessary action to authorise the execution, delivery and performance of its obligations under and the transactions contemplated by these Terms and Conditions and any other Finance Documents, and no limitation on its powers has been or will be exceeded;

(c) the obligations each Obligor takes on under these Terms and Conditions and any other Finance Documents are legal, valid, binding and enforceable;

(d) the execution, delivery and performance of, and the transactions contemplated by these Terms and Conditions and any other Finance Documents by each or any of the Obligors to which they are or it is a party to such terms and conditions or documents do not and will not (i) contravene any existing law or regulation applicable to them or it, (ii) result in any breach of or default under any agreement or other instrument binding on them or it or any of their or its assets, or (iii) contravene any provision of their or its constitutional documents;

(e) all Authorisations required or desirable to enable each Obligor (which is not an individual) to lawfully accept the Business Secured Loan and to execute, deliver and perform its obligations under and the transactions contemplated by these Terms and Conditions and any other Finance Documents have been obtained or effected and are in full force and effect;

(f) to the best of its knowledge and belief, no litigation, arbitration or administrative proceedings has been started or threatened against each Obligor or any of its assets which, if adversely determined, would have or could reasonably be expected to have a Material Adverse Effect;

(g) the obligations of each Obligor in connection with the Business Secured Loan or any Finance Documents to which it is a party will at all times rank at least pari passu with the claims (whether present or future, actual or contingent) of all of its other creditors, except for obligations mandatorily preferred by law applying to companies generally;

(h) all financial or other information provided to the Lender by or on behalf of an Obligor in connection with the Business Secured Loan or any Finance Documents (including copies of its constitutional documents) is true, complete, up-to-date and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated, and nothing has occurred or been omitted from the information so provided and no information has been given or withheld that results in the information

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provided to the Lender being untrue or misleading in any material respect;

(i) since the date of its latest financial statements delivered to the Lender, there has been no material adverse change in the Borrower's financial conditions which would affect its ability to perform the Borrower's obligations in connection with the Business Secured Loan;

(j) none of the Obligors is aware of any material facts or circumstances which have not been disclosed to the Lender and which might, if disclosed, have adversely affected the decision of the Lender as to whether or not to grant the Business Secured Loan or any other decision relating to the Business Secured Loan;

(k) each of the Obligors has complied in all material respects with the Regulatory Requirements (including the Regulatory Requirements relating to anti-bribery and corruption, anti-money laundering and counter-terrorist financing, and sanctions, and the related record-keeping and reporting requirements) applicable to it and its business;

(l) neither the Obligors nor (to their knowledge and, if applicable) any of their respective directors, officers, employees or other persons acting on their behalf is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable anti-bribery law;

(m) neither the Obligors nor any of their assets is entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceedings (including suit, attachment prior to judgment, execution or other enforcement) in the jurisdiction to which it is subject; and

(n) except for the registration requirements expressly set out in the Letter, it is not necessary to file, register or record any Finance Document in any public place or elsewhere.

3.2 The Borrower further represents and warrants to the Lender in relation to each Mortgagor and each Mortgaged Property as follows:

(a) subject to the declarations and disclosures otherwise made in the Loan Application acceptable to the Lender, the Mortgaged Property is presently vacant and mortgage free and is not subject to any encumbrances and the whole of the Mortgaged Property is and shall be in the sole physical possession and control of the Borrower or the Mortgagor (as the case may be), and other than those disclosed to the Lender, there is no agreement or arrangement whereby any other person, firm or corporation is or will otherwise be entitled to the use, occupation or possession thereof;

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(b) all title deeds and documents necessary to show good and marketable title in the Mortgaged Property or any part thereof are in possession of the Lender, held at the Land Registry of Hong Kong to the order of the Lender, or held to the order of a firm of solicitors approved by the Lender for that purpose;

(c) each government lease in relation to the Mortgaged Property is good, valid and subsisting and is not void or voidable and the premium, rent and other monies (if any) from time to time payable under each such government lease in respect of the Mortgaged Property have been duly paid;

(d) the covenants, terms and conditions contained in the deed of mutual covenant affecting the Mortgaged Property insofar as the same relate to such Mortgaged Property, have been duly observed and performed in all respects;

(e) the Borrower or the Mortgagor (as the case may be) has not been and is not in breach of any terms, covenants and conditions under which the Mortgaged Property is held and shall continue to duly perform and observe all such terms, covenants and conditions in all respects;

(f) the present use of the Mortgaged Property is and shall not be in contravention of any applicable laws or regulations relating to such Mortgaged Property;

(g) the Mortgaged Property is in good and substantial repair and fit for the purposes for which it is used;

(h) the Mortgaged Property has been constructed and completed in all respects to the satisfaction of all Authority in accordance with the applicable laws and regulations and no unauthorised alteration works have been carried out at or in such Mortgaged Property;

(i) nothing has been done or omitted on the Mortgaged Property, the doing or omission of which is a contravention of any applicable laws, regulations, orders or official directions;

(j) there are no outstanding orders, directions and/or notices issued by any competent Authority in respect of the Mortgaged Property;

(k) there are no planning or other proposals made or intended to be made by any Authority concerning the compulsory acquisition or resumption of the Mortgaged Property or which would adversely affect the Mortgaged Property or the present use thereof;

(l) there are no civil, criminal, arbitration, administrative or other proceeding concerning the Mortgaged Property;

(m) appropriate insurance in respect of the Mortgaged Property(ies) or any part thereof against loss or damage by fire and such other risks as the Lender shall think fit in its reinstatement value or to the full extent of the Secured Liabilities is being maintained by the Mortgagor(s); and

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(n) subject to the declarations and disclosures otherwise made in the Loan Application acceptable to the Lender, there is no encroachment or trespass or, occupation by third parties on the Mortgaged Property.

3.3 The representations and warranties made above are deemed to be repeated daily by the Borrower by reference to the facts and circumstances then existing from time to time while any obligations or indebtedness in connection with the Business Secured Loan owing by the Borrower to the Lender remain outstanding.

4. Borrower's Undertakings

The Borrower gives the following undertakings to the Lender which continue to have effect while any obligations or indebtedness in connection with the Business Secured Loan owing by the Borrower to the Lender remain outstanding:

(a) the Borrower shall use the Business Secured Loan solely for the purpose(s) specified in the Letter;

(b) the Borrower shall notify the Lender of any change or event, and shall provide the Lender with information, relating to any one or more matters set out below as soon as reasonably practicable after becoming aware of it:

(i) any litigation, arbitration or administrative proceedings which are current, pending or threatened against the Borrower or the Guarantor(s) in any jurisdiction which, if adversely determined, would have or could reasonably be expected to have a Material Adverse Effect;

(ii) any notice being received from any Authority amending, suspending, revoking or terminating or threatening to amend, suspend, revoke or terminate any Authorisation where such action of the Authority would have or could reasonably be expected to have a Material Adverse Effect; and

(iii) any other change or event would have or could reasonably be expected to have a Material Adverse Effect;

(c) the Borrower shall comply in all respects with the Regulatory Requirements to which it is subject and with which the failure to comply would, or could reasonably be expected to, have a Material Adverse Effect;

(d) the Borrower shall ensure that all information provided by it, or on its behalf, to the Lender from time to time is true, complete and up-to-date;

(e) the Borrower shall file any tax or other returns or reports in compliance with the Regulatory Requirements to which it is subject;

(f) the Borrower shall provide the following information to the Lender promptly:

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(i) details of any substantial change to the general nature of the business of the Borrower;

(ii) details of any material change or updates of any information relating to the Borrower (including any change in its shareholding, ownership or control);

(iii) details of any difficulty of the Borrower in making payment of interest or principal relating to the Business Secured Loan or performing its other obligations relating to the Business Secured Loan;

(iv) information relating to its financial condition, business and operations as the Lender may reasonably require from time to time;

(v) notice of any change in its authorised signatories, signed by a director, officer or any other individual prescribed or accepted by the Lender, accompanied by the specimen signatures of the new authorised signatories; and

(vi) such other information, document or evidence as the Lender may reasonably require in order for the Lender to conduct any "know your customer" or other similar procedures in compliance with the Regulatory Requirements;

(g) the Borrower shall ensure and procure each other Obligors to ensure that its payment obligations in connection with the Business Secured Loan rank and continue to rank at least pari passu with the claims (whether present or future, actual or contingent) of all of its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally;

(h) the Borrower shall notify the Lender as soon as reasonably practicable after it makes any substantial change in the nature or scope of its business, its corporate structure or its management control;

(i) the Borrower shall not create or permit to subsist any security over any of its assets except (i) any lien arising by the operation of law in the ordinary course of day-to-day operations and not in connection with any loan, credit facilities or financial accommodation of any kind; (ii) such security is created in favour of the Lender; and (iii) any encumbrance created with the prior written consent of the Lender;

(j) the Borrower shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary and whether at the same time or over a period of time) to sell, lease, transfer or otherwise dispose of any asset without the Lender's prior written consent, except for any sale, lease, transfer or other disposal of an asset at full value in its ordinary course of trading and at arm's length;

(k) the Borrower shall not, and (if applicable) shall procure that the Mortgagor(s) shall not, enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary and whether at the same time or over a period of time) to sell, lease, transfer or otherwise dispose of any of the Mortgaged Property(ies);

(l) the Borrower shall not, and (if applicable) shall procure that the Mortgagor(s) shall not, do or cause or permit to be done anything which may in any way reduce, jeopardise or otherwise prejudice the Lender's interest in and to any of the Mortgaged Property(ies), including but not limited to creating a second mortgage over any of the

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Mortgaged Property(ies) unless with the prior written consent of the Lender;

(m) the Borrower or the Mortgagor(s) (as the case may be) shall ensure that it has good right and title to charge the Mortgaged Property(ies) or any part thereof, free from security and encumbrances (other than any security created in favour of the Lender);

(n) the Borrower shall not, and (if applicable) shall procure that the Mortgagor(s) shall not, create or enter into any charge (whether legal or equitable), liens or other security over any of the Mortgaged Property(ies) or any part thereof (other than any security created pursuant to any Finance Document) in favour of any person other than the Lender or otherwise sell or dispose of any of the Mortgaged Property(ies) or any part thereof until the Secured Liabilities have been settled in full;

(o) subject to any rental arrangement otherwise declared and disclosed in the Loan Application which is acceptable to the Lender, the Borrower shall not, and (if applicable) shall ensure that the Mortgagor(s) shall not, rent out (including any lease or licence) or allow other possession by a third party any of the Mortgaged Property(ies) or any part thereof unless with the prior written consent of the Lender and will at all times keep and maintain the Mortgaged Property(ies) or any part thereof in good and tenantable repair and condition to the satisfaction of the Lender and any relevant Authority, and will allow the Lender and its employees, representatives or agents to enter and view the state of repair of the Mortgaged Property(ies) or any part thereof at all reasonable times (to the fullest extent it is permissible under applicable law);

(p) the Borrower shall, and (if applicable) shall ensure and procure that the Mortgagor(s) shall, (i) effect and maintain insurance of the Mortgaged Property(ies) or any part thereof against loss or damage by fire and such other risks as the Lender shall think fit in its reinstatement value or to the full extent of the Secured Liabilities, and (ii) upon the Lender's request, provide a copy of such insurance arrangement (including the insurance policy document);

(q) upon the Lender's request, the Borrower shall, and (if applicable) shall ensure and procure that the Mortgagor(s) shall, transfer or assign all insurance proceeds in respect of any of the Mortgaged Property(ies) to the Lender promptly upon its receipt for the repayment of the Business Secured Loan;

(r) the Borrower shall, and (if applicable) shall ensure and procure the Mortgagor(s) to, ensure no breach of any law, regulation or covenant is outstanding which adversely affects or might reasonably be expected to adversely affect the value, salability or use of any of the Mortgaged Property(ies) or any part thereof; and there is no covenant, agreement, stipulation, reservation, condition, interest, right, easement or other matter whatsoever adversely affecting the Mortgaged Property(ies) or any part thereof;

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(s) subject to the Lender's prior written consent, the Borrower shall, and (if applicable) shall procure that the Mortgagor(s) shall, lease the Mortgaged Property(ies) on arms-length market terms to tenants acceptable to the Lenders, and upon the Lender's request, the Borrower shall, and (if applicable) shall procure that the relevant Mortgagor(s) shall, (i) provide a copy of the lease agreement duly stamped of such Mortgaged Property(ies) to the Lender, and (ii) procure the rentals and all other receipts for the Mortgaged Property(ies) be paid into a specific bank account designated by the Lender upon its instruction for the purpose of collection of all such rentals and other receipts;

(t) upon the Lender's request, the Borrower shall and (if applicable) shall procure that the Mortgagor(s) shall allow the Lender to inspect the Mortgaged Property(ies) once per year commencing from the Drawdown Date until the Secured Liabilities have been settled in full;

(u) the Borrower shall not enter into any amalgamation, demerger, merger or corporate reconstruction with any other person without the Lender's prior written consent; and

(v) the Borrower shall provide such information, execute such documents and do such acts as the Lender may reasonably require from time to time.

5. Borrower Account

5.1 In the case of a BSLI, the Lender will credit the approved principal amount of the BSLI to the Borrower Account and debit from the Borrower Account the amounts payable by the Borrower to the Lender from time to time, or make the credit or debit in such other manner as the Lender may reasonably specify from time to time.

5.2 In the case of a BSLR, upon receiving a BSLR Loan drawdown request from the Borrower and subject to Clause 2 above, at the Lender's sole discretion, the Lender may credit the requested amount or a lesser amount of the BSLR Loan to the Borrower Account or in such other manner as the Lender may reasonably specify from time to time.

5.3 In the case of an Invoice Loan, the Lender is authorised to disburse the approved amount to the relevant Supplier(s) in accordance with the Invoice Financing Request. In the case of a Receivables Loan, the Lender will credit the approved amount of the Receivables Loan to the Borrower Account or in such other manner as the Lender may reasonably specify from time to time.

5.4 The Lender will debit from the Borrower Account the amounts payable by the Borrower to the Lender from time to time, or make the debit in such other manner as the Lender may reasonably specify from time to time.

6. Payments

6.1 A Business Secured Loan must be repaid (including its principal amount and interests) in accordance with this Clause 6.

6.2 In the case of a BSLI:

(a) **Subject to the Lender's overriding right to adjust the interest rate as mentioned in Clause 7.1 below, the Borrower shall repay the BSLI by equal monthly instalments as set out in the Letter except that the amount of the final instalment**

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will be equal to the remaining amount outstanding and payable by the Borrower on the BSLI Loan Maturity Date.

If the interest rate is adjusted by the Lender, the monthly repayment amount will be adjusted accordingly based on the then outstanding principal amount of the BSLI and the applicable BSLI Interest Rate.

(b) The Lender will debit the monthly repayment amount from the Borrower Account on each repayment date.

6.3 In the case of a BSLR:

(a) A BSLR Loan must be repaid (including its principal amount and interests) on the BSLR Loan Maturity Date of such BSLR Loan.

(b) **Subject to Clause 6.3(c) below and the Lender's overriding right to adjust the interest rate as mentioned in Clause 7.1 below, the Borrower shall pay interest on a BSLR Loan on a monthly basis at the end of each One-Month Interest Period during the tenor of such BSLR Loan.** Monthly interest on a BSLR Loan is calculated as follows and rounded to two decimal places:

$$\frac{\text{principal amount of the relevant BSLR Loan} \times \text{BSLR Interest Rate}}{365 \text{ days}} \times \text{total number of days in the relevant One-Month Interest Period}$$

(c) In respect of the Borrower's repayment obligation for the last One-Month Interest Period of a BSLR Loan, the Borrower shall repay, on the BSLR Loan Maturity Date of such BSLR Loan (or such other date as approved by the Lender), the principal amount of such BSLR Loan plus monthly interest accrued on such BSLR Loan during such One-Month Interest Period and all outstanding amounts payable under or in connection with such BSLR Loan in one single repayment in one lump sum (the "**Final Repayment Amount**").

(d) The Lender will debit from the Borrower Account the interests of a BSLR Loan on a monthly basis at the end of each One-Month Interest Period of such BSLR Loan and the Final Repayment Amount on the BSLR Loan Maturity Date of such BSLR Loan.

6.4 In respect of a Trade Financing Facility:

(a) In the case of an Invoice Loan:

(i) An Invoice Loan must be repaid (including its principal amount and interests) on the Trade Financing Maturity Date of such Invoice Loan.

(ii) Subject to Clause 6.4(a)(iii) below and the Lender's overriding right to adjust the interest rate as mentioned in Clause 7.1 below, the Borrower shall pay interest on an Invoice Loan on a monthly basis at the end of each One-Month Interest Period during the tenor of such Invoice Loan. Monthly interest on an Invoice Loan is calculated as follows and rounded to two decimal places:

$$\text{principal amount of the relevant Invoice Loan} \times \times \text{total number of days in}$$

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Invoice Financing Interest Rate 365 days (for Invoice Loan denominated in HKD) or 360 days (for Invoice Loan denominated in USD)	the relevant One-Month Interest Period

(iii) In respect of the Borrower's repayment obligation for the last One-Month Interest Period of an Invoice Loan, the Borrower shall repay, on the Trade Financing Maturity Date of such Invoice Loan (or such other date as approved by the Lender), the principal amount of such Invoice Loan plus monthly interest accrued on such Invoice Loan during such One-Month Interest Period and all outstanding amounts payable under or in connection with such Invoice Loan in one single repayment in one lump sum (the "**Final Repayment Amount**").

(iv) The Lender will debit from the Borrower Account the interests of an Invoice Loan on a monthly basis at the end of each One-Month Interest Period of such Invoice Loan and the Final Repayment Amount on the Trade Financing Maturity Date of such Invoice Loan.

(b) In the case of a Receivables Loan:

(i) A Receivables Loan must be repaid (including its principal amount and interests) on the Trade Financing Maturity Date of such Receivables Loan.

(ii) Subject to the Lender's overriding right to adjust the interest rate as mentioned in Clause 7.1 below, interest shall accrue on a daily basis and shall be calculated, payable and compounded on such basis and in such manner as the Lender may determine at its absolute discretion. Except as otherwise specified, interest will be calculated using the interest rate applicable to Trade Financing and on the basis of the actual number of day elapsed and a 365-day year for the outstanding Receivables Loan amount(s) in Hong Kong Dollars or a 360-day year for the outstanding Receivables Loan amount(s) in United States Dollars or according to the market practice for calculation of the outstanding Receivables Loan amount(s) in any other currency.

(iii) The Borrower shall repay, on the Trade Financing Maturity Date of such Receivables Loan (or such other date as approved by the Lender), the principal amount of such Receivables Loan plus interest accrued on such Receivables Loan and all outstanding amounts payable under or in connection with such Receivables Loan in one single repayment in one lump sum (the "**Final Repayment Amount**").

(iv) The Lender will debit from the Borrower Account the Final Repayment Amount on the Trade Financing Maturity Date of such Receivables Loan.

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6.5 If any BSLI Loan Maturity Date, any BSLR Loan Maturity Date, the BSLR Expiry Date, any Trade Financing Maturity Date, the Trade Financing Expiry Date or any other repayment date falls on a non-Business Day, the amount due and payable by the Borrower to the Lender shall become due and payable on the following Business Day provided that if such date falls outside that calendar month, the amount shall become due and payable on the immediately preceding Business Day.

6.6 **In making payments to the Lender in connection with the Business Secured Loan, the Borrower shall pay the Lender in Hong Kong Dollars, or such currencies as agreed by the Lender in writing.**

6.7 If there are insufficient funds in the Borrower Account(s) to discharge all the amounts then due and payable by the Borrower in connection with the Business Secured Loan, the Lender has the right to apply the funds towards the indebtedness owing by the Borrower in such order as the Lender considers appropriate. The Lender's right under this Clause 6.7 overrides any request or direction from the Borrower or the Guarantor(s) for applying the funds in any other order or manner.

6.8 If any amount received by the Lender in respect of any indebtedness owing by the Borrower to the Lender is required to be repaid in whole or in part due to any law relating to insolvency, bankruptcy or liquidation or for any other reason, the Lender has the right to enforce these Terms and Conditions or any other Finance Documents as if such amount had not been received.

7. Interest

7.1 **Interest (including default interest) shall accrue and shall be calculated on such basis and be due and payable at such times and shall be compounded in such manner as the Lender may determine at its sole discretion. In particular, the Lender reserves an overriding right to adjust the interest rate and/or the basis of calculation of interest if the Lender determines that, due to including but not limited to market conditions or other circumstances beyond its reasonable control, the existing interest rate or the basis of calculation of interest does not reflect its actual cost of funding or maintaining the Business Secured Loan.**

7.2 **If the Borrower defaults in payment of (in the case of a BSLI) any monthly instalment or (in the case of a BSLR or a Trade Financing Facility) any interest or the principal amount of any BSLR Loan or any Trade Financing in whole or in part when it is due, or if there are insufficient funds in the Borrower Account(s) to discharge any of the amounts then due and payable by the Borrower in connection with the Business Secured Loan, default interest shall accrue without further notice on the overdue amount at the rate specified by the Lender from time to time (both before and after judgment). Such default interest shall accrue from day to day from the due date up to the date on which the Lender actually receives irrevocable and unconditional payment of the overdue amount in full. Any default interest accruing shall be immediately payable by the Borrower on demand by the Lender.**

8. Early Redemption

8.1 The Borrower may at any time (except during the service updates or maintenance period of the Lender's mobile banking application or as notified by the Lender to the contrary) send a

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request to the Lender via the Lender's mobile banking application to prepay the outstanding principal amount of a Business Secured Loan (the "Outstanding Principal Amount") in full, together with the Early Redemption Interest (as defined in Clause 8.2 below) and other amounts (including default interest, if any) of such Loan payable by the Borrower to the Lender up to (and including) the date of prepayment, provided that the Borrower shall pay for (i) any cost or expense incurred by the Lender arising from or in connection with such prepayment, and (ii) unless it is waived by the Lender, an early redemption fee prescribed by the Lender. For the avoidance of doubt however, partial prepayment of the principal amount of a Business Secured Loan (whether or not such partial prepayment is made together with the accrued interest and other amounts (if any) of such Loan payable by the Borrower) is not allowed, unless the partial prepayment is requested or approved by the Lender.

8.2 For the purpose of this Clause 8:

$$\text{Daily interest rate} = \frac{\text{(in the case of a BSLI) BSLI Interest Rate or (in the case of a BSLR) BSLR Interest Rate}}{\text{D}}$$

"**Early Redemption Interest**" = A x B x C

whereas:

A = the Outstanding Principal Amount;
B = the Daily Interest Rate;
C = the number of calendar days after (i) (in the case of a BSLI) the last repayment date or (ii) (in the case of a BSLR) the end of the last One-Month Interest Period of the relevant BSLR Loan, and up to (and including) the date of prepayment of such BSLR Loan; and
D = (in the case of a BSLI) 360 or (in the case of a BSLR) 365.

8.3 Any prepayment request sent by the Borrower to the Lender is irrevocable unless with the Lender's prior written consent.

9. Repayment on Demand

The Lender has the right, at any time, to demand immediate repayment in full of the outstanding amount of the Business Secured Loan. If the Lender exercises such right, the Borrower is required to repay:

(a) **the outstanding principal amount of the Business Secured Loan; and**

(b) **the interest at the rate specified by the Lender at the time, starting from the date of demand up to (and including) the date of repayment (whether before or after judgment), accrued on the outstanding principal amount of the Business Secured Loan and accrued on any overdue (in the case of a BSLI) monthly instalment(s) or (in the case of a BSLR and a Trade Financing Facility) loan principal and interest repayment(s); and**

(c) **all other amounts, fees, charges, costs and expense as required by the Lender.**

10. Review of Business Secured Loan

10.1 The Business Secured Loan is subject to the Lender's review on an annual basis or at such

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time or intervals as the Lender considers appropriate.

10.2 The Borrower shall comply with the LTV Ratio and such other ratio(s) as from time to time prescribed and determined by the Lender. If at any time the LTV Ratio exceeds the Applicable Percentage Threshold, the Lender has the right to request that the Borrower either prepay part of the Business Secured Loan in the amount calculated by the Lender and/or supplement additional security so that the LTV Ratio falls below the Applicable Percentage Threshold or such other percentage threshold determined by the Lender at its sole discretion.

10.3 Annual renewal of BSLR:

(a) Not earlier than three (3) months before the BSLR Expiry Date (excluding the BSLR Expiry Date), renewal of a BSLR is available upon request of the Borrower to the Lender and subject to the Lender's sole discretion and availability of funds.

(b) **Any renewal of a BSLR granted by the Lender is subject to an annual fee at a rate specified by the Lender from time to time.**

(c) Details of renewal of a BSLR are subject to the Lender's renewal assessment result.

10.4 Annual renewal of Trade Financing Facility:

(a) Not earlier than three (3) months before the Trade Financing Expiry Date (excluding the Trade Financing Expiry Date), renewal of a Trade Financing is available upon request of the Borrower to the Lender and subject to the Lender's sole discretion and availability of funds.

(b) **Any renewal of a Trade Financing Facility granted by the Lender is subject to an annual fee at a rate specified by the Lender from time to time.**

(c) Details of renewal of a Trade Financing Facility are subject to the Lender's renewal assessment result.

11. Fees, Costs and Expenses

11.1 The Borrower has to pay the legal costs and expenses of solicitors to represent itself and/or the Lender in relation to the title investigation regarding the Mortgaged Property(ies), negotiation, preparation, execution and registration of, and any amendment to or waiver or consent under, the Letter and any other Finance Documents.

11.2 The Borrower may elect to appoint any solicitors on the Lender's approved list of solicitors (as updated by the Lender from time to time) (the "**Approved List**") to represent itself and, if approved by the Lender, to represent the Lender. All of the legal costs and expenses incurred by such solicitors for both the Borrower and the Lender shall be borne by the Borrower and may be directly debited from the Borrower Account in accordance with the Letter if applicable.

11.3 The Borrower has the right to employ solicitors not on the Approved List to:

(a) represent itself (in which case extra fees may be charged by the solicitors including the costs for the additional work for such solicitors in reviewing the other solicitors' documentation); and

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(b) if the Lender allows, represent both the Lender and the Borrower.

11.4 **Notwithstanding Clause 11.1 and 11.2 above and without prejudice to any other rights of the Lender, the Borrower shall pay to the Lender on demand all losses, damages, interests, costs and expenses (including legal costs, fees, charges and other out-of-pocket expenses) incurred by the Lender in any one or more of the following matters, in each case together with interest from the date it is incurred or becomes payable to the date the relevant amount is actually received by the Lender (both before and after judgment), accruing from day to day at the rate of default interest:**

(a) **in connection with the Lender's negotiation, preparation, execution and registration of and any amendment to or waiver or consent under the Letter or any other Finance Documents;**

(b) **as a result of any failure by the Borrower or the Guarantor(s) to perform any of its obligations in connection with the Business Secured Loan;**

(c) **in contemplation of, or in connection with, the preservation, exercise or enforcement (or attempted preservation, exercise or enforcement) of any rights and interests under or in connection with the Business Secured Loan; and**

(d) **in obtaining any advice in relation to any matter or question arising from or in connection with the Business Secured Loan.**

11.5 **The Borrower shall pay to the Lender all fees, costs, expenses and charges (including but not limited to handling fees, drawdown fees, commissions, arrangement fees, commitment fees, fees incurred by the Lender in relation to any Valuation Report and other fees or charges set out in the Key Facts Statement for Business Secured Loan) at such rate or amount as the Lender may prescribe and notify the Borrower from time to time.**

11.6 The Lender has the discretion to (i) rebate part of the handling fee or annual fees charged for the BSLR, or (ii) charge the Borrower additional fees, based on the utilisation of the approved principal amount limit of the BSLR in accordance with the terms of the Letter.

12. Event of Default

Each of the events or circumstances set out in the following sub-clauses of this Clause 12 (other than Clause 12.16 (Acceleration)) is an Event of Default:

12.1 Non-payment

An Obligor does not pay on the due date any amount payable pursuant to the Finance Documents.

12.2 Other obligations

An Obligor does not comply with any provision of the Finance Documents.

12.3 Insolvency

Any of the following occurs:

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(a) an Obligor is or is presumed or deemed to be unable or admits inability to pay its debts as it falls due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;

(b) the value of the assets of any Obligor is less than its liabilities; or

(c) a moratorium is declared in respect of any indebtedness of any Obligor.

12.4 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) the suspension of payments, a moratorium of any indebtedness, striking-off, liquidation, winding-up, bankruptcy, dissolution, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor;

(b) a composition or arrangement with any creditor of any Obligor, or an assignment for the benefit of creditors generally of any Obligor or a class of such creditors;

(c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager, provisional liquidator or supervisor or other similar officer in respect of any Obligor or any of its assets; or

(d) enforcement of any security over any assets of any Obligor, or any analogous procedure or step is taken in any jurisdiction.

12.5 Death or mental incapacitation of a Guarantor

A Guarantor (who is an individual) dies or becomes of unsound mind or the Guarantee provided by such Guarantor is otherwise revoked or becomes void or voidable.

12.6 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of an Obligor.

12.7 Ownership of the Mortgaged Property(ies)

Any of the following occurs:

(a) any of the Mortgaged Property(ies) is not or ceases to be legally and beneficially owned, directly or indirectly, by the relevant Mortgagor(s), which it purports to own under the Finance Documents; and/or

(b) any Authority re-enters or threatens to re-enter upon and take back possession of any of the Mortgaged Property(ies).

12.8 Misrepresentation

Any representation or statement made or deemed to be made or accepted by an Obligor in the Finance Documents is or proves to have been incorrect or misleading in any material respect

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when made or deemed to be made.

12.9 LTV Ratio and other ratio

Subject to the relevant provisions set out in the Letter, the LTV Ratio exceeds the Applicable Percentage Threshold and/or other ratio as specified by the Lender is not acceptable by the Lender.

12.10 Pending or threatened proceedings

The presence of litigation, investigation, arbitration or administrative proceedings of or before any court, arbitral body or agency been started or threatened against any Obligor, any of the Mortgaged Property(ies) or the transactions contemplated in the Finance Documents or (in any other case) which has been determined by the Lender to have a Material Adverse Effect.

12.11 Seizure

Any of the following occurs:

(a) any step is taken by any person with a view to the seizure, compulsory acquisition, expropriation or nationalisation of (i) any part of any of the Mortgaged Property(ies) or (ii) all or any part of the shares or assets of the Borrower; and/or

(b) any part of any of the Mortgaged Property(ies) is seized, nationalised, expropriated or compulsorily purchased or the applicable local authorities.

12.12 Cessation of business

The Borrower suspends or ceases to carry on all or a material part of its business or a material change is made to the nature of the business of the Borrower.

12.13 Revocation or invalidity of any security document

Any of the security documents is revoked, or becomes void, illegal, invalid or unenforceable.

12.14 Conditions subsequent

Any non-compliance or breach of the provisions set out in the Finance Documents.

12.15 Failure to provide substitute security

Without prejudice of any other rights of the Lender, if any security document provided by the security provider is revoked or otherwise becomes void, illegal, invalid or unenforceable before the Business Secured Loan is fully discharged, the Lender shall be entitled to seek substitute security from relevant person(s) or company(ies). Failure to provide such substitute security document in a timely manner shall constitute an Event of Default such that this would entitle the Lender the same right as if it were a failure to make payment when due.

12.16 Acceleration

Upon the occurrence of an Event of Default which is continuing (i.e. an Event of Default which has not been waived), the Lender may declare all money outstanding under the

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Business Secured Loan to be immediately due and payable by the Borrower and/or exercise any or all of its rights, remedies, powers or discretions under the Finance Documents without giving any further notification to any of the Obligors.

13. Tax Gross Up; Indemnities

13.1 Tax gross-up

(a) All payments made or to be made by or on behalf of the Borrower to the Lender in connection with the Business Secured Loan shall be made to the Lender free and clear of and without any deduction or withholding of any kind. If at any time the Borrower is required to make any deduction or withholding (whether for or on account of Tax or any other reason) from any payment to the Lender, the sum due from the Borrower to the Lender in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Lender actually receives on the due date for such payment (and retains, free from any liability in respect of such deduction or withholding) a net sum equal to the sum which the Lender would have received had no such deduction or withholding been made or required to be made.

(b) It is the sole responsibility of the Borrower to effect payment of any deduction or withholding to the relevant Authority within the applicable time limit. Within thirty (30) days of effecting the required payment, deduction or withholding, the Borrower shall deliver to the Lender evidence to the reasonable satisfaction of the Lender that the required payment, deduction or withholding has been made.

(c) The Borrower shall as soon as reasonably practicable on becoming aware that it is required to make a payment, deduction or withholding (or that there is any change in the rate or basis of a payment, deduction or withholding) notify the Lender accordingly.

13.2 Tax indemnity

Without limiting or reducing the effect of Clause 13.1 above, if the Lender is required to make any payment of or on account of Tax on or in relation to any sum received or receivable in connection with the Business Secured Loan (including any sum deemed for purposes of Tax to be received or receivable by the Lender whether or not actually received or receivable) or if any liability in respect of any such payment is asserted, imposed, levied or assessed against the Lender, the Borrower will promptly indemnify the Lender on demand against such payment or liability, together with any interest, penalties, costs and expenses payable or incurred in connection with it.

13.3 Other Taxes

(a) The Borrower shall pay any and all stamp duties, registration and other Taxes that are payable in respect of the Business Secured Loan, any Finance Document or any transaction contemplated by it.

(b) All fees and consideration expressed to be payable in connection with the Business Secured Loan or any Finance Document by the Borrower to the Lender are exclusive of any goods and services tax, consumption tax, value added tax or any other indirect Tax of a similar nature. If any indirect Tax is chargeable on any supply made by the Lender to the Borrower in connection with the Business Secured Loan or any Finance

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Document, the Borrower shall pay to the Lender (in addition to and at the same time as paying the fees or consideration) an amount equal to the amount of the indirect Tax.

(c) Where the Business Secured Loan or any Finance Document requires the Borrower to reimburse the Lender for any costs or expenses, the Borrower shall also at the same time pay and indemnify the Lender against all indirect Tax incurred by the Lender in respect of the costs or expenses to the extent that the Lender reasonably determines that it is not entitled to credit or repayment in respect of the indirect Tax.

13.4 Other indemnities

(a) If any change in an applicable Regulatory Requirement shall:

(i) increase the cost to the Lender of maintaining or funding the Business Secured Loan;

(ii) reduce the amount of any payment received or receivable by the Lender in respect of the Business Secured Loan;

(iii) oblige the Lender to make a payment in respect of any amount received or receivable by it in respect of the Business Secured Loan;

(iv) cause the Lender to forgo any interest or other amount received or receivable by it in respect of the Business Secured Loan; or

(v) render the Lender otherwise unable to obtain the rate of return on its overall capital which it would otherwise have been able to achieve,

then the Borrower will promptly indemnify the Lender on demand against such amount of increased cost, reduction, payment or forgone interest or other amount.

(b) The Borrower shall indemnify the Lender, its directors, officers and employees against all liabilities, claims, demand, losses, damages, Taxes, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by any of them and all actions or proceedings which may be brought by or against any of them as a result of or in connection with:

(i) any failure of the Borrower to pay any indebtedness as it falls due or any failure to perform or observe any other provisions of any Finance Document (including any representation given by the Borrower being or becoming untrue in any material respect or misleading);

(ii) any information provided by or on behalf of the Borrower to the Lender being or being alleged to be untrue, incomplete, inaccurate, out of date, misleading or deceptive in any respect;

(iii) any enquiry, investigation, subpoena (or similar order) or litigation with respect to the Borrower or the transactions contemplated by any Finance Document;

(iv) any payment in connection with the Business Secured Loan or any Finance

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Document being impeached or declared void for any reason;

(v) the Lender acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised by the Borrower; and

(vi) preserving, enforcing or exercising any rights or interests of the Lender in connection with the Business Secured Loan or any Finance Document, including interpreting or invoking any provision of any Finance Document, taking legal proceedings and enforcing any judgment.

14. Tax Compliance

14.1 **Without limiting or reducing the effect of Clause 13 above, the Borrower is solely responsible for complying with its obligations relating to Tax under the Regulatory Requirements applicable to it.**

14.2 **The Borrower shall provide such information, certificates, declarations, documents or records which the Lender may reasonably require and within such time prescribed by the Lender to enable the Lender to comply with the Regulatory Requirements relating to Tax.** These Regulatory Requirements relating to Tax may be prescribed by the laws and the Authorities of Hong Kong and overseas respectively, including FATCA and the automatic exchange of financial account information regime amongst tax authorities.

14.3 The Borrower shall consult its own professional adviser on the Tax matters in connection with the Business Secured Loan, the Finance Documents and the transactions contemplated by them.

15. Insurance of the Mortgaged Property(ies)

15.1 With respect to the insurance of (each of) the Mortgaged Property(ies) against loss or damage by fire which is required to be maintained by the Borrower or the Mortgagor(s) (as the case may be) pursuant to Clause 4(p) above, the Borrower may elect to either:

(a) adopt the master policy of such Mortgaged Property, provided that there is one such existing policy and such policy is acceptable to the Lender; or

(b) take out a fire (building) insurance which is not the existing master policy of such Mortgaged Property (if any).

15.2 If the Borrower or the Mortgagor(s) (as the case may be) elects to adopt the master policy pursuant to Clause 15.1(a) above:

(a) no additional fees in connection with the insurance of the Mortgaged Property(ies) against loss or damage by fire will be charged by the Lender; and

(b) the Lender reserves the right to require the Borrower or the Mortgagor(s) (as the case may be) to take out a fire (building) insurance in addition to such master policy under reasonable circumstances, provided that the Lender shall give reasons for requiring the Borrower or the Mortgagor(s) (as the case may be) to do so.

15.3 The amount and nature of risks to be insured with respect to the insurance of each of the Mortgaged Property(ies) which is required to be maintained by the Borrower or the

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Mortgagor(s) (as the case may be) pursuant to Clause 4(p) above shall be mutually agreed between the Borrower or the Mortgagor(s) (as the case may be) and the Lender.

15.4 In respect of Clause 15.3 above, the Borrower or the Mortgagor(s) (as the case may be) shall have the right to choose whether the insured amount is based on (i) the reinstatement value of the Mortgaged Property(ies), (ii) the full extent of the Secured Liabilities or (iii) such other amount as may be proposed and deemed acceptable to the Lender.

15.5 The Lender shall inform the Borrower or the Mortgagor(s) (as the case may be) of any extra costs or fees in connection with the insurance of the Mortgaged Property(ies) (if any), including but not limited to additional assessment, administration and valuation fees.

16. Connected Parties

16.1 **The Borrower shall notify the Lender whether the Borrower or the Guarantor(s) is in any way connected with the Lender within the meaning of Part 8 of the Banking (Exposure Limits) Rules.** The Lender will assume that neither the Borrower nor the Guarantor(s) is connected with the Lender in the absence of such notice.

16.2 **If the Borrower or the Guarantor(s) becomes connected with the Lender within the meaning of Part 8 of the Banking (Exposure Limits) Rules subsequent to the signing of the Letter by the Borrower or the Guarantor(s), the Borrower shall notify the Lender in writing without delay.**

17. Information and Personal Data

17.1 The Borrower consents to the following:

(a) any information relating to the Borrower and the Finance Documents being used, processed, disclosed, transferred and stored, within or outside Hong Kong for the purposes relating to the Business Secured Loan and/or the Finance Documents, by the Lender and any other person providing services or support to the Lender or the Borrower. These other persons may include (i) the group member of the Lender, credit reference agencies, debt collection agencies and any other agents, contractors and third party service providers which provide services or support for the general operation of the Lender or any group member of the Lender, and (ii) any person to whom the Lender proposes to assign, transfer or sub-participate, or has assigned or transferred or entered into sub-participation, any of its rights and obligations in relation to the Business Secured Loan and/or the Finance Documents;

(b) the use, disclosure or transfer of any information relating to the Borrower and the Finance Documents by the Lender or any group member of the Lender in compliance with the Regulatory Requirements and/or to any Authority; and

(c) the Lender verifying any information provided by or on behalf of the Borrower with any source or person as the Lender may consider appropriate.

17.2 Before providing the Lender with any personal data of an authorised person or any other individual related to the Borrower (including the Guarantor(s), the Mortgagor(s) and any of the Borrower's shareholders, directors, officers, employees or representatives), the Lender shall provide a copy of the Lender's Personal Information Collection Statement to the relevant individual and obtain such individual's consent for providing his personal data to the Lender and the use and handling of his personal data in relation to the Business Secured Loan

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and other matters and activities contemplated by the Finance Documents from time to time.

17.3 (applicable if there is a guarantee or third party security) The Borrower expressly consents to the Lender providing to any person proposing to give a guarantee or third party security in support of the Business Secured Loan (a "**Surety**") or the legal advisers of any Surety (i) a copy of the Letter and any document in connection with the Business Secured Loan evidencing the obligations to be guaranteed or secured, (ii) a copy of any formal demand for overdue payment that is sent to the Borrower if it fails to settle any overdue amount in connection with the Business Secured Loan following a customary reminder, and (iii) if requested by the Surety, a copy of the latest statement of account provided to the Borrower (if any).

18. Other Rights of the Lender

18.1 The Lender has the right to apply any moneys received by it in payment of any indebtedness owing by the Borrower in or towards satisfaction of the moneys, liabilities or obligations owing by the Borrower to the Lender from time to time, and/or credit such moneys into a non-interest bearing suspense account and hold them for so long and in such manner as the Lender may consider appropriate with a view to preserving its rights to prove for all indebtedness owing by the Borrower to the Lender.

18.2 The Lender may, at any time without notice, combine or consolidate all the Borrower's accounts with the Lender and apply any credit balance to which the Borrower is entitled, either alone or jointly, in or towards satisfaction of any obligation or indebtedness owing by the Borrower to the Lender, regardless of the currency of the respective obligations or indebtedness or the place of payment.

18.3 The Lender may, at any time without notice or demand, set off any obligation or indebtedness (whether or not matured) owing by the Borrower to the Lender against any obligation or indebtedness (whether or not matured) owing by the Lender to the Borrower, regardless of the currency of the respective obligations or indebtedness or the place of payment.

18.4 The Lender is authorised to purchase, at the Exchange Rate, such other currencies as may be necessary to effect the application of any amount standing to the credit of the Borrower's accounts as contemplated above. If the respective obligations or indebtedness as referred to above are in different currencies, the Lender is also authorised to convert such obligation or indebtedness at the Exchange Rate for the purpose of exercising its set-off right.

18.5 The Lender is authorised to exercise a lien over any or all of the assets of the Borrower coming into the possession or control of the Lender, for custody or any other reason and whether or not in the ordinary course of banking business. The Lender is authorised to sell any or all of such assets and apply the net proceeds in or towards discharge or satisfaction of any obligations or indebtedness owing by the Borrower to the Lender.

18.6 The Lender will give written notice to the Borrower as soon as practicable after it has exercised its set-off right.

19. Calculations and Certificates

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19.1 In any litigation or arbitration proceedings arising from or in connection with the Business Secured Loan or any Finance Document, the entries made in the records maintained by the Lender are prima facie evidence of the matters to which they relate.

19.2 Any certification or determination by the Lender of a rate or amount under any Finance Document shall, in the absence of manifest error, be conclusively binding on the Borrower.

20. Assignment

20.1 The Borrower shall not assign or transfer any of its rights or obligations in connection with the Business Secured Loan or any Finance Document.

20.2 The Lender may at any time upon giving written notice to the Borrower, assign any or all of its rights and transfer any or all of its obligations in connection with the Business Secured Loan or any Finance Document to any other person without the consent of the Borrower.

21. Additional Rights

The rights and remedies conferred on the Lender by the Finance Documents are cumulative and additional to and not exclusive of any rights or remedies provided by law.

22. No Waivers

22.1 No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy in connection with the Business Secured Loan or any Finance Document shall operate as a waiver of any such right or remedy. No single or partial exercise of any right or remedy by the Lender shall preclude any further or other exercise of that right or remedy, or the exercise of any other right or remedy.

22.2 No waiver on the part of the Lender shall be effective unless it is made or confirmed in writing.

23. Severability

If any provision of any Finance Document is or becomes illegal, invalid or unenforceable in any jurisdiction, this will not affect:

(a) the legality, validity or enforceability of any other provision of that Finance Document in that jurisdiction; or

(b) the legality, validity or enforceability of that provision or any other provision of that Finance Document in any other jurisdiction.

24. Communications

24.1 Communications

(a) Any communication to be made or given under or in connection with any Finance Document (including any notice, waiver or consent) shall be made in writing and sent by such means as prescribed or accepted by the Lender.

(b) The Lender may send the communications according to the correspondence details of the Borrower on the Lender's records from time to time. The Borrower shall notify

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the Lender of any change of its correspondence details as soon as reasonably practicable.

24.2 Notice to the Lender

Any communication by the Borrower to the Lender must be given via the Lender's mobile banking application or in any other means prescribed or accepted by the Lender, and shall only be effective when actually received by the Lender.

24.3 Notice to the Borrower

Any communication made by the Lender to the Borrower will be deemed to be received by the Borrower:

(a) if delivered by hand, at the time when left at the relevant address;

(b) if delivered by post, two (2) days (in the case of local mail) and five (5) days (in the case of overseas mail) after posting; or

(c) if delivered by electronic mail or other electronic means, upon dispatch to the relevant email address or upon dispatch by the other electronic means.

25. Amendment

The Lender has the right to vary, amend or supplement any provisions of the Letter and/or these Terms and Conditions. The Lender will give the Borrower prior notice in a manner the Lender considers appropriate. The Borrower will be bound by a variation, amendment or supplement unless the Borrower fully repays the Business Secured Loan before the date on which such variation, amendment or supplement (as the case may be) takes effect.

26. Third Party Rights

No person other than the Borrower and the Lender has any right under the Third Parties Ordinance to enforce or to enjoy the benefit of any provision of these Terms and Conditions. Any director, officer, employee or agent of the Lender may rely on any provision of these Terms and Conditions (including any indemnity) which expressly confers rights or benefits on him, but his consent is not required for amending the provisions of these Terms and Conditions.

27. Governing Law and Jurisdiction

These Terms and Conditions are governed by and construed in all respects in accordance with the laws of Hong Kong. The Borrower submits to the non-exclusive jurisdiction of the Hong Kong courts. The Lender also has the right to bring any action or proceedings against the Borrower in any other court of competent jurisdiction.

28. Language

The English version of these Terms and Conditions is the governing version. The Chinese version is for reference only. The English version shall prevail if there is any inconsistency between the English and Chinese versions.

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Trade Finance Schedule 1
Invoice Financing

1. The Borrower may apply to the Lender for drawdown of Invoice Loans under an Invoice Financing Facility granted by the Lender to the Borrower from time to time.

2. Each Invoice Loan is subject to these Terms and Conditions, the terms and conditions of the Letter and the Invoice Financing Request.

3. In respect of each transaction for the purchase of goods (the "**Goods**") and/or services (the "**Services**") by the Borrower from the supplier (each, the "**Supplier**") as set out in the Invoice Financing Request (each, a "**Purchase Transaction**"), the Borrower shall provide the relevant invoice (each, an "**Invoice**") and the supporting document(s) in respect of the Purchase Transaction (the "**Supporting Document(s)**").

4. In respect of each Purchase Transaction, the Borrower irrevocably authorises and instructs the Lender to pay the amount (each, the "**Payment**") set out in the Invoice Financing Request to the relevant Supplier in respect of the relevant Invoice and the Supporting Document(s) (if any) by telegraphic transfer to the bank account of such Supplier, unless otherwise agreed by the Lender. The aggregate amount of all the Payments shall be equal to the amount of the Invoice Loan.

5. The Borrower represents and warrants that no financing has been obtained or will be obtained in respect of any Purchase Transaction, any Invoice or any Supporting Document(s) from any institution or organisation or person other than the Lender.

6. Without prejudice to the right of the Lender to reject the Invoice Financing Request, the Lender may, as a condition precedent to the drawdown of the Invoice Loan, require the Borrower to sign, execute and/or deliver any authorisations, instruments or documents in such form and contents as the Lender may require.

7. The Borrower shall immediately on demand or on the applicable Trade Financing Maturity Date, whichever is earlier, repay the Invoice Loan granted by the Lender pursuant to the Invoice Financing Request together with interest accrued thereon. Interest shall accrue on a monthly basis during the tenor of the Invoice Loan and be calculated in accordance with these Terms and Conditions.

8. In respect of each Purchase Transaction, the Borrower warrants and represents to the Lender that:
   (i) the relevant Invoice submitted to the Lender under the Invoice Financing Request or the invoice recorded or specified in the relevant Supporting Document(s) was duly issued by the relevant Supplier named in the Invoice Financing Request in relation to such Purchase Transaction and received by the Borrower in the ordinary course of business;
   (ii) either:
      (A) the Borrower has duly received (1) the Goods and/or Services, (2) the relevant bills of lading or other title documents and (3) documentary proof evidencing the purchase and delivery of the Goods and/or Services, in respect of such Purchase Transaction at the date of the Invoice Financing Request; or
      (B) although the Borrower has not yet received (1) the Goods and/or Services, (2) the relevant bills of lading or other title documents or (3) documentary proof evidencing the delivery of the Goods and/or Services, in respect of such Purchase Transaction at the date of the Invoice Financing Request, the Borrower will:
         (a) procure and ensure the receipt of (1) the Goods and/or Services, (2) the relevant bills of lading or other title documents and (3) documentary proof

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evidencing the delivery of the Goods and/or Services in respect of such Purchase Transaction; and

(b) submit to the Lender forthwith copies of (1) the abovementioned bills of lading or other title documents, (2) documentary proof evidencing the delivery of the Goods and/or Services and (3) other relevant documents, upon receipt of the same in respect of such Purchase Transaction; and

(c) upon receipt of (1) the abovementioned Goods and/or Services, (2) the relevant bills of lading or other title documents and (3) documentary proof evidencing the delivery of the Goods and/or Services after the date of the Invoice Financing Request, be deemed to have made the warranty and representation in paragraph (ii)(A) above in respect of such Purchase Transaction by reference to the facts and circumstances then existing on the date of receipt aforesaid; and

(iii) the Borrower is obligated to pay the relevant Supplier at least up to the extent of the amount of the Payment to be made to the Supplier pursuant to the Invoice Financing Request or the amount shown in the relevant Invoice and the Supporting Document(s) (if any), whichever is higher, in respect of such Purchase Transaction.

9. The Lender shall not in any circumstances be liable to the Borrower for any losses or damages that the Borrower may suffer or sustain as a result of non-payment or late payment to any Supplier of the Goods and/or Services in respect of any Purchase Transaction, notwithstanding that such non-payment or late payment may be howsoever caused by the Lender in processing or rejecting the Invoice Financing Request or making payment to any Supplier pursuant to the Invoice Financing Request. The Lender shall have no duty to inform the Borrower of the outcome of the Invoice Financing Request in respect of any Purchase Transaction.

10. The Borrower further represents and warrants to the Lender that the financing contemplated under the Invoice Financing Request is for the genuine trading transaction of the Borrower and there is no other financing obtained in connection with the Purchase Transaction, the relevant Invoice and/or any invoice as recorded or specified in the relevant Supporting Document(s), the title documents of the relevant Goods and/or Services, the relevant documentary proof evidencing the delivery of the relevant Goods and/or Services, the relevant Goods and/or Services, the relevant sale proceeds and/or insurance proceeds in respect of such Purchase Transaction.

11. The Borrower undertakes to ensure that the relevant Goods and/or Services in respect of each Purchase Transaction are kept fully insured against all insurable risks and shall pay all freights, warehouse, dock, transit and other charges, rent and all other costs in connection with such Goods and/or Services in respect of such Purchase Transaction.

12. In respect of each Purchase Transaction, the Borrower agrees that the Goods and/or Services, the title documents of the Goods and/or Services, documentary proof evidencing the delivery of the Goods and/or Services, the insurance proceeds and the sale proceeds are held by the Borrower solely to the Lender's order. The Lender may at any time take possession of the Goods and/or Services and/or the title documents of the Goods and/or Services and/or documentary proof evidencing the delivery of the Goods and/or Services, if the Borrower fails to duly repay the Invoice Loan. The Lender is entitled to demand and receive the sale proceeds and/or the insurance proceeds from buyer(s), insurer(s) or any person(s) and give valid receipt for the same without reference to the Borrower, and the Lender may apply the net proceeds of any of the foregoing in or towards the discharge of the Borrower's obligations and liabilities to the Lender in such order and manner as the Lender may determine.

13. The Borrower shall keep the Lender informed of the whereabouts of the relevant Goods and/or Services in respect of each Purchase Transaction, the relevant title documents of such

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Goods and/or Services, documentary proof evidencing the delivery of such Goods and/or Services and of any change in the condition, market price, quality or quantity of such Goods and/or Services in respect of such Purchase Transaction and of any other matter in connection therewith. Until the liabilities of the Borrower to the Lender under the Invoice Loan are fully discharged, the Goods and/or Services, the title documents of the Goods and/or Services, documentary proof evidencing the delivery of the Goods and/or Services, the insurance proceeds and the sale proceeds shall at all time be kept separated from other transactions and do not form part of the property of the Borrower.

14. The Borrower represents and declares that, except the Lender otherwise agrees, its Invoice Financing Request is solely for the business purposes of the Borrower in respect of each Purchase Transaction, and the Borrower is the contractual party for itself in the underlying transaction(s) relating to the Purchase Transaction.

15. The Borrower undertakes that (i) it shall not permit or allow any other party to utilise such Invoice Financing Facility made available by the Lender to the Borrower, whether directly or indirectly, or the proceeds thereof and (ii) any Invoice Loan to be made available by the Lender under the abovementioned facility shall not be made available for the benefit of any other party, in each case unless the Lender otherwise agrees.

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Trade Finance Schedule 2
Receivables Financing

1. The Borrower may apply to the Bank for drawdown of Receivables Loans under a Receivables Financing Facility granted by the Bank to the Borrower.

2. Each Receivables Loan is subject to these Terms and Conditions, the terms and conditions of the Letter and the Receivables Financing Request.

3. In respect of each transaction for the sale of the goods (the "**Goods**") and/or services (the "**Services**") by the Borrower to the purchaser (each, a "**Purchaser**") as set out in the Receivables Financing Request (each, a "**Sale Transaction**"), the Borrower shall provide the relevant invoice (each, an "**Invoice**") and the supporting document(s) (the "**Supporting Document(s)**") in respect of the Sale Transaction, if any.

4. The Borrower represents and warrants that no financing has been obtained or will be obtained in respect of any Sale Transaction, any Invoice or any Supporting Document(s) from any institution or organisation or person other than the Bank.

5. The Borrower shall immediately on demand or on the applicable Trade Financing Maturity Date, whichever is earlier, repay the Receivables Loan granted by the Bank together with interest accrued thereon. Interest shall accrue on the Receivables Loan from the drawdown date to the date of actual payment in full at such interest rate as determined by the Bank at its absolute discretion (or previously agreed by the Bank), whether before or after judgment.

6. In respect of each Sale Transaction, the Borrower warrants and represents to the Bank that:

   (i) the relevant Invoice submitted under the Receivables Financing Request or the invoice recorded or specified in the relevant Supporting Document(s) was duly issued by the Borrower to the relevant Purchaser in relation to such Sale Transaction in accordance with the terms agreed between such Purchaser and the Borrower;

   (ii) the Purchaser is liable to pay the sum stipulated in the relevant Invoice or the relevant Supporting Document(s) (if any) in respect of such Sale Transaction in full on the due date stated in the Receivables Financing Request without any set-off, counterclaim or deduction; and

   (iii) the Borrower has not done or caused to be done, and shall not do or cause to be done, anything which may affect or jeopardise the Bank's right to receive full payment from the relevant Purchaser of the amount set out in the Invoice or the Supporting Document(s) (if any) in respect of such Sale Transaction.

7. In respect of each Sale Transaction:

   (i) the Lender is entitled to receive the receivables and insurance proceeds (if any) relating to the Sale Transaction, the relevant Invoice or the Supporting Document(s) (if any) in respect of the Sale Transaction;

   (ii) the Borrower assigns to the Lender absolutely all its rights and interest in or relating to the receivables and insurance proceeds (if any) relating to the Sale Transaction, the relevant Invoice or the Supporting Document(s) (if any) in respect of the Sale Transaction;

   (iii) the Lender may collect, for its own benefit, payment from the Purchaser in respect of the Sale Transaction without reference to the Borrower;

   (iv) the Lender is entitled to issue notice of assignment to the Purchaser or any party in respect of the Sale Transaction at such time and in such manner as the Lender may deem fit;

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(v) if the Borrower shall receive any payment from the Purchaser or any party in respect of the Sale Transaction, the relevant Invoice or the Supporting Document(s) (if any) in respect of the Sale Transaction, the Borrower shall hand over the same to the Lender forthwith and the Borrower shall in the meantime, hold such payment upon trust for the benefit of the Lender; and

(vi) the Lender may apply the net proceeds paid under or in connection with the Sale Transaction, the Invoice or the Supporting Document(s) (if any) in respect of the Sale Transaction in or towards the discharge of the Borrower's obligations and liabilities to the Lender in such order and manner as the Lender may determine.

8. The Borrower undertakes that the Borrower will not use any receivables and/or insurance proceeds (if any) relating to any Sale Transaction for securing any banking facilities (other than those granted to the Borrower by the Lender) and other purposes as prohibited or restricted by law, and agrees not to sell, charge, part with possession of or otherwise deal with any such receivables and/or insurance proceeds (if any), whether in whole or in part, without the Lender's prior written consent.

9. The Borrower undertakes, at its own costs and expenses, to provide satisfactory evidence of complete performance of each Sale Transaction and any other document or information the Lender may require.

10. The Borrower undertakes to ensure due and punctual payment by the Purchaser and the receivables and/or insurance proceeds (if any) in respect of each Sale Transaction will be credited to its account with the Lender or such other account as designated by the Lender from time to time, or, if so directed by the Lender, will be applied to repay the Borrower's obligations and liabilities to the Lender in connection with the Receivables Loan and any other debts owed by the Borrower to the Lender. In any event, the Borrower acknowledges that the receivables and/or insurance proceeds in respect of each Sale Transaction will be dealt with by the Borrower in trust for the Lender until repayment of the Receivables Loan, interest, costs and charges.

11. The Borrower warrants and represents to the Lender that each Receivables Financing Request is made for the purpose of facilitating the export of the Goods and/or Services and for no other purpose and acknowledges that the Lender will rely on such warranty and representation when assessing each Receivables Financing Request.

12. The Borrower represents and declares that, except the Lender otherwise agrees, its Receivables Financing Request is solely for its own business purposes and the Borrower is the contractual party for itself in the underlying transaction(s) relating to the Receivables Loan. The Borrower undertakes that (i) it shall not permit or allow any other party to utilise such Receivables Financing Facility made available by the Lender to the Borrower, whether directly or indirectly, or the proceeds thereof and (ii) any Receivables Loan to be made available by the Lender under the abovementioned facility shall not be made available for the benefit of any other party, in each case unless the Lender otherwise agrees.

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