

(中文譯本)

定期貸款授信以認購新股或其他交易所買賣工具(新股融資)條款

重要通知:

本條款載列中國銀行(香港)有限公司同意向閣下提供銀行授信所依據的條款及條件。忠告 閣下在接納本條款前應細閱並理解此等條款及條件，並考慮如有需要時尋求獨立法律意見。

本行中國銀行(香港)有限公司(「貸款人」)在不時及任何時間內，按本行絕對酌情權決定之額度及期限向閣下提供短期定期貸款，作為閣下(「借款人」)認購新股或其他交易所買賣工具之用途。本條款(「本條款」)適用於 (i) 閣下提出(並由本行接受)的股票(定義見下)認購申請(「有關申請」)以及(ii)本行授予閣下與有關申請相關的每筆短期定期授信。

1. 授信：由貸款人根據一份已經由貸款人批准的有關申請按其絕對酌情權以及在不時及任何時間內向借款人授予及在有關申請內訂明以港元作幣值的定期貸款(「授信」)。

2. 目的：以提供最高為百分之九十(或由貸款人不時及任何時間內以其絕對酌情權決定之較低比率)之有關申請所需的資金(「貸款承諾額度」)作為借款人以貸款人或其代理人的身份認購特定的新股、認股證、債券、單位信託基金、投資基金或其他交易所買賣工具(「股票」)。

借款人聲明，由貸款人在有關申請下批准的授信貸款資金將全數且僅用於有關申請中載明的為認購股票提供融資之用途(而不能用於其他用途)，而貸款人有權擁有該全數授信貸款資金，直至該全數授信貸款資金(或其中任何部分)已供使用作該等用途為止。

3. 利息：授信下提款(定義見下)款項之適用利率將由貸款人批核及訂明於有關申請。貸款人有權在給予借款人 30 天書面通知後更改有關利率之計算準則。

授信的所有利息按提款款項尚欠本金的實際天數每天累計，以貸款人批核及訂明於有關申請的利率，並以一年 365 天作為計算基礎。所有累計的利息須於還款到期日繳付，或因在股票延遲或取消上市的情況之下，由貸款人以其絕對酌情權決定於還款到期日之後的日期繳付有關累計的利息。

由貸款人不時出具，有關授信的利率及借款人須繳付給貸款人之本金利息及其他費用(包括所有有關費用及支出)，除有明顯錯誤者外，均為借款人對本行的負債之不可推翻證明，並對借款人具有約束力。顯示於有關申請以外的文件上的利率(以及按此計算後的利息)或金額及本條款只供參考用途，對貸款人並無約束力。

4. 提供授信：受限於：
- (a) 借款人遵守及/或滿足下文第 8 條以及有關申請中列明的所有先決條件；以及
 - (b) 貸款人以立即可用的資金從借款人處正式收到未由特定授信提供資金的、但為實現有關申請目的所需的款項(如有)，

在貸款人根據就認購有關股票的招股章程或發行文件（「招股章程」）確定的有關股票的公開認購期的最後一天（即可以提出申請認購有關股票的最後一天）之前緊接的銀行營業日（其定義載於下文）之下午六時或之前（「限期」），借款人當視作在限期之日向貸款人在授信下作出以一筆過形式提款（「提款」）之提款通知書（「提款通知書」），且該等提款應當：

- (i) 其金額足以支付有關申請項下的所有款項（但在任何情況下，不應超過貸款承諾額度），且借款人在此不可撤銷地授權貸款人在任何時候不時地確定和修改該提款金額，但前提是所有按金（如下文所定義）應首先用於支付有關申請項下的付款，而認購相關股票的任何剩餘款項應在貸款承諾額度的範圍提供融資；及
- (ii) 在成功分配給借款人的相關股票的認購付款到期日（由貸款人根據招股章程的條款確定）提取。

借款人在此不可撤銷地授權和指示貸款人按貸款人決定之任何方式將全數提款款項用於支付有關申請下的付款（包括如有關申請所擬向貸款人的代理人（「代理人」）進行的支付）。

有關申請和提款通知書一旦發出（或視為發出）即不可撤銷，且除非獲得貸款人的事先書面同意（貸款人可按其獨有及絕對酌情權拒絕給予該等同意），不得撤回、取消或修改。借款人確認並同意，在已向貸款人發出有關申請和提款通知書的情況下，借款人必須作出相應要求的提款，貸款人將，在依賴借款人在有關申請和提款通知書項下作出的提款承諾的基礎上，就借款人支付認購有關申請中載明的相關股票的財務能力向代理人及其他第三方作出特定確認。在不影響上述規定的前提下，借款人承認並同意，借款人自行負責確保（且貸款人在任何情況下均無任何責任確保）按金和可提取授信的總額將足以認購有關申請中載明的所有相關股票，如果該等金額不足，相關股票的認購可能（全部或部分）不成功。

在本條款下，「銀行營業日」指 (a) 銀行在中華人民共和國香港特別行政區（「香港」）開門營業的日子 或 (b) 香港證券及衍生產品市場可進行交易的日子；惟星期六、日及公眾假期除外。

5. 貸款人的酌情權：

儘管本條款或申請文件（定義見下文）中有任何其他規定，如果貸款人有權就本條款及/或申請文件項下擬定的任何事項作出任何決定、給予任何同意或行使酌情權，貸款人可按照其獨有及絕對酌情權決定行使該等權利或酌情權。

6. 還款：

提款的本金(包括累計的利息及其他借款人在本條款及/或其他申請文件項下所欠的費用)須於有關申請內指定的還款到期日或因在股票延遲或取消上市的情況下，由貸款人以其絕對酌情權決定於還款日之後的日期一筆過全數償還。借款人若在償還或支付本條款下授予的任何定期貸款方面有任何困難，應儘快通知貸款人。

7. 強制執行： 如果借款人未在有關申請中規定的還款到期日或貸款人依其獨立及絕對酌情權決定並同意的更遲的日期還款，或發生以下第 14 條所列的任何違約事項（「違約事項」）：
- (a) 授信項下的所有出借的款項及其應計利息將為立即到期應付，且在不損害本條中或本條款其他規定下的貸款人權利的情况下，借款人在此不可撤銷地授權並指示貸款人（且貸款人應有權）代表借款人在貸款人決定的時間按貸款人決定的價格處置股票或其任何部分，並將處置所得的淨收入用於償還授信項下的未償還款項；
 - (b) 貸款人有權（且借款人在此同意及認可貸款人有權）可「保留」借款人證券賬戶的結算賬戶內的所有款項（包括該結算賬戶內所有現金餘額及未結算的證券交易金額，其金額並不限於該授信餘額），借款人在貸款人按其獨立和絕對的酌情權施加的「保留」期間不可使用結算賬戶內的有關款項買入其他股票；及/或
 - (c) 貸款人有權強制執行根據以下第 32 條設定的擔保，或採取任何方式強制執行及/或保留其在本條款項下的任何權利、救濟措施、權力或酌情權。
8. 先決條件： 除非貸款人已收到以下各項文件並認為滿意，貸款人無義務提供與有關申請有關的任何特定提款：
- (a) 借款人妥善填寫並呈交並獲貸款人接納的有關申請。
 - (b) 借款人須簽字、簽署、提交、同意及/或接納涉及有關申請的所有文件（「申請文件」），其形式及實質須由貸款人規定。
 - (c) 借款人須將有關申請上所載的首次付款（定義見下）以可即時提用的資金存入有關申請上指定的戶口內。
 - (d) 貸款人可能要求的任何其他授權、批准或其他文件、意見或保證。
9. 其他條件：
- (a) 即使本條款或申請文件下存在任何其他規定，貸款人保留獨立和絕對凌駕權利行使酌情權在無須給予借款人事先通知的情况下，於任何時間不時更改或修改本文條款、增加、調減及/或取消該授信或其任何部分。
 - (b) 若本條款與有關申請存在任何不一致，應當以有關申請的條款為準。
10. 陳述和保證： 借款人現作出如下之陳述及保證：
- (a) 借款人具有法人能力，以履行及遵守本文條款內的所有條款及條件；
 - (b) 本文條款（或當被接納時）對借款人構成有法律效力及可予以強制執行的條款；
 - (c) 借款人並無在任何借款債項上欠付任何本金或利息，亦無違反或不履行任何其作為立約一方的契約、信託契據、協議或其他文書的任何條文內，

因其借款而產生且未償的債項。此外，未有發生或持續存在任何未經妥為彌償或免除的事項、情況或行為在發出通知或時效消失(或兩者兼具)的情況下，對該等契約、信託契據、協議或其他文書構成任何違約事項；

- (d) 借款人沒有受制於或面臨任何法院、審裁處仲裁員或政府機構的任何訴訟、仲裁或行政程序。在作出一切合理查詢後，借款人概不知悉其本人或其任何財產或資產面臨可能導致其業務、資產或狀況發生重大不利改變的威脅；
- (e) 借款人與本行的董事或僱員概無任何關係。借款人進一步同意及承諾，若上述聲明失實及不確，或借款人與本行的董事或僱員發生關連，則借款人將即時以書面通知本行。借款人確認其不是中銀香港或中國銀行股份有限公司(包括附屬公司及分行)的董事/監事/總裁/高級管理層及主要職員/委員會主席/部門主管/分行行長/從事貸款審批的僱員/控權人(指單獨或連同其他相聯控權人持股 5%或以上)，或中銀香港附屬公司、聯屬公司以及中銀香港能對其行使控制的其他實體及其控權人/小股東控權人/董事/高級管理層及主要職員，以及上述人士的親屬，或上述人士或其親屬所能控制的任何商號、合夥或非上市公司；
- (f) 借款人所作出的所有上述陳述及保證，將會在授信之貸款或其任何部分尚未還清前及（除不適用外）在授信之提取時，並按當時的事實和情況而言，重申作出及持續生效。

11. 肯定承諾：

借款人向貸款人承諾，其將會：

- (a) 當意識到有任何違約事項或潛在違約事項或任何其他可能對借款人按照本文或申請文件履行其責任的能力有實質重大及／或不利影響的事件或情況出現，即時通知本行；
- (b) 迅速及妥善支付或安排支付所有向借款人徵收的稅項、稅費及其他政府收費；
- (c) 確保借款人在本文所承擔的債務（不論實有或或有）不會成為後償債務，並時刻有優先償還權及在所有其他方面均至少與借款人任何其他無擔保債務享有同等地位；及
- (d) 迅速提供或促致他人提供一切貸款人不時所需的文件或資料。

12. 負面承諾： 除非獲貸款人書面明確同意，否則借款人進一步向貸款人承諾不會：
- (a) 除了抵押予本行作受惠人以外，就其現有或未來的財產、資產、收入及權利設立、招致或蒙受或允許存在任何押記；及
 - (b) 向任何人士、商號或公司提供貸款、墊款、信貸或對其債務作出擔保或彌償。
13. 申請指示： 借款人在此：
- (a) 明確且不可撤銷地授權及指示貸款人不論以其自己的名稱或以中國銀行（香港）代理有限公司（「中銀（香港）代理人」）作為其代理人，代表本人／吾等申請該股票（其詳情在有關申請中載明）及受該招股書內所列的條款及細則所限制。
 - (b) 聲明及保證有關申請是借款人唯一作出的申請及意圖作出的唯一申請，作為受惠借款人。不論借款人獨自地或與其他可能給予貸款人或任何其他人士的指示，有關申請將不會構成重複申請而導致違反香港聯合交易所有限公司的規則。借款人明白貸款人及中銀（香港）代理人將會依賴此聲明／保證向上述發行人作出申請並包含類似的聲明／保證。同樣地，發行人在決定會否就該申請而分配該股份時亦會依賴該此類似的聲明／保證。
 - (c) 根據在此列出的本條款及申請文件中所載的該等其他條款，同意及確認向貸款人申請該授信為有關申請籌備資金。
 - (d) 承諾向貸款人提供足夠即時可供使用的資金（不包括任何由貸款人貸出的款額）（「首次付款」）。有關申請列出有關的分類，其須包括按金（「按金」）、融資認購手續費、貸款承諾費及任何在限期前為有關申請目的的該收費（定義見下文）。借款人認可並同意，借款人向貸款人支付的按金的全部金額應用於根據有關申請認購股票，而該等認購的剩餘金額在貸款承諾額度的範圍內由本條款提供融資。
 - (e) 承諾在要求下向貸款人繳付貸款人或中銀（香港）代理人就或關於有關申請或第 13(i)條所述的代理人安排可能收取或招致的所有經紀費、收費、佣金、費用及支出（「該收費」）。
 - (f) 不可撤銷地授權、指令及指示貸款人在限期或之前由借款人於貸款人開立的賬戶（有關賬戶的詳情已列於有關申請內）扣除首次付款。若該賬戶為往來戶口，借款人進一步同意及授權貸款人由該往來戶口扣除款額，無論此舉或會造成透支或提高透支，惟貸款人在借款人之往來戶口未有立即可供用資金或透支額的情況下有權以其獨有及絕對的酌情權不作出該等扣除或承付該等款項。
 - (g) （若根據有關申請支付用於認購股票的任何款項被退款且即使本條款項

下有其他任何規定) 借款人在此不可撤銷地授權及指示貸款人或(視乎情況而定)中銀(香港)代理人在收取、撥用及使用(但在扣除該收費後), 將所有任何他們收取的總數當作有關申請的退款, 償還全部(或視乎情況而定)部分借款人由貸款人就有關申請提供或將會提供予借款人 在該授信之債項(不論本金, 利息或其他)。唯若有任何盈餘(「盈餘」)的情況下, 貸款人或(視乎情況而定)中銀(香港)代理人必須將有關盈餘存入借款人之前所指定 借款人於貸款人的賬戶或以借款人與貸款人或中銀(香港)代理人協議之其他方式。於無損以上條款的情況下, 貸款人(視乎情況而定)或中銀(香港)代理人, 可(但並無責任) 將有關盈餘於收取到有關申請之可即時提用的資金退款之前, 以上述的方式支付給借款人。在此情況下, 借款人對貸款人及/或中銀(香港)代理人作出彌償, 並在貸款人及/ 或中銀(香港)代理人要求下, 償付因貸款及/或中銀(香港)代理人支付有關盈餘給借款人而所合理地產生的全部或任何合理費用及支出(以完全彌償基準計算)(其中包括但不限於不能成功兌現的退款支票, 及在此情況將被視為貸款人及/或中銀(香港)代理人並沒 有收到退款支票而有關欠款並未償還, 而成為對借款人的獨立訴訟因由)。

- (h) 同意就有關申請的全數退款, 若由借款人或中銀(香港)代理人收到, 應當由其為且代表貸款人持有, 以使借款人在授信項下或與授信相關的所有可能或可能變為應付給貸款人的款項能夠得到全額償還, 且借款人應當立即(且借款人在此指示中銀(香港)代理人)將該等款項支付或轉帳予貸款人以按照上文第 13(g)條應用。
- (i) 確認受限於任何於有關該授信的任何文件之任何相反協議, 所有因有關申請而發行的該股份必須由貸款人或(視乎情況而定)由中銀(香港)代理人作為其代理人持有。借款人在此承諾簽署及出具所有貸款人或中銀(香港)代理人為該等目的而指定的所有該些文件。
- (j) (為免生疑問及只要在該授信下仍有餘額借予借款人、或借款人需按本授信繳付欠款), 借款人不可撤銷地授權貸款人及中銀(香港)代理人無需理會任何就借款人因有關申請而發行的任何該股份之指示(本條款所載的除外)及授權及確認貸款人及中銀(香港)代理人可根據任何有關該授信的文件(包括本條款)載有的條款及細則行事。
- (k) 接受貸款人就有關申請之成功程度的記錄將對借款人有絕對的約束力及不可推翻的。若有關申請全部或部分不成功, 除了因為貸款人或中銀(香港)代理人之任何員工的 任何故意行為不當或嚴重疏忽外, 貸款人及中銀(香港)代理人均無需對借款人負上任何責任。
- (l) 確認貸款人將給予的授信受限於貸款人的獨有及絕對酌情權。在沒有貸款人的書面同意下, 借款人同意及承諾當借款人已向貸款人提交此指示函時, 借款人將不會且無權取消、撤回或更改有關申請, 且借款人將受本條款以及申請文件的條款所約束。

- (m) 確認無論在此有任何相反條款，貸款人於批准及接受放出該授信後在任何時間內可根據其絕對酌情權保留凌駕權利，取消所有或部分該授信或要求立刻償還所有或任何到期的款項，尚欠或貸款人在該授信下招致（不論實際或或有）的負債、債務及責任（包括利息及違約利息）而無需給予任何理由或賠償。

14. 違約事項：

若下列任何違約事項發生，借款人所有到期須付或尚欠本行的款額，便告即時到期並須由借款人即時清還：

- (a) 借款人未能在到期日向貸款人支付任何應付的本金、利息或其他費用及開支；或
- (b) 借款人不論任何原因未能及時向貸款人清還任何因本條款而產生的債務或未能遵行任何及何時向貸款人作出的承諾（肯定或負面）或契約；或
- (c) 借款人在本總條款項下作出的陳述或保證、或提交給貸款人之資料，在其作出或提交時在任何重大方面失實或誤導；或
- (d) 借款人未能履行本文的條款而該情況不能補救，或若能補救的情況下，借款人未能於七 天內作出補救（如七天時間並不足夠的話，貸款人可合理地延長有關時間）；或
- (e) 借款人及有關申請所需要的任何政府、稅務、金融、或其他批准被撤回或變更，因而損害貸款人利益；或
- (f) 任何構成、或在時間過去後或發出通知後或其兩者而構成借款人作為立約方的協議下的違約事項之發生，而貸款人認為對借款人的財務狀況造成重大實質不利改變，或影響借款人根據本條款履行其責任的能力；或
- (g) 就借款人破產或清盤，或就借款人或其全部或部分業務或資產而委任收管人或借款人於任何法庭裁定下為無力償債或破產；或
- (h) 借款人的資產被徵收、實施或強制執行扣押、查封或其他法律程序，而借款人認為對借款人造成重大實質不利影響；或
- (i) 就借款人之財產所設之現時或將來的抵押品變作可被執行，而貸款人認為此事項對借款人造成重大實質不利影響；或
- (j) 貸款人認為對借款人的財政狀況有重大實質不利改變，而重大地妨礙借款人履行本文條款內的責任；或
- (k) 當中任何一份或多於一份申請文件缺乏十足效力及作用。

若有任何違約事項發生，貸款人可藉任何形式通知借款人該等違約事項已發生，而借款人所有到期須付或尚欠貸款人的所有款額（包括利息在內），便告即時到期並須由借款人即時付清償還：

- (a) 而貸款人亦不需要再履行其授信責任向借款人放款；及
- (b) 借款人需向本行即時清還因授信而產生的到期須付或尚欠貸款人的所有款額。

15. 貨幣及還款： 借款人須於還款到期日以即時可供使用且自由流通的港幣償還貸款人一切授信所產生的款項。

16. 罰息：
- (a) 借款人須繳付就任何到期未付的款項以每天累計方式的罰息（無論判決前或判決後），息率為年率 6%加 (i) 貸款人不時釐定的港元最優惠利率； (ii) 隔夜香港銀行同業拆息率，或； (iii) 貸款人的資金成本（以最高者為準）。
 - (b) 罰息應自有關到期還款日起按日累計至實際全數付款之日止。
 - (c) 除收取罰息外，貸款人保留權利，可在借款人每次未能於付款到期日還款時，向借款人收取港幣 500 元作為貸款人因借款人未能履行其責任而招致的行政費用。

17. 放棄及累加權利： 就任何申請文件而言，貸款人不行使或延遲行使任何權利、權力或補救方法，不得視作貸款人放棄該等權利；貸款人行使任何單一權利或部分行使任何權利、權力或補救方法，不妨礙其進一步行使其他任何權利、權力或補救方法。本文及申請文件所賦予的 權利、權力及補救方法是累加並不排除法律所規定的任何權利、權力或補救方法。

18. 抵銷：
- (a) 在不妨害及除貸款人可享有的一般銀行留置權、抵銷權或類似的權利外，貸款人在法律許可的所有範圍內，有權不時和於任何時間，在毋需事前通知借款人的情況下，抵銷並劃撥及使用借款人在貸款人以任何貨幣開立的任何賬戶的任何結餘及／或存款（不論是否須向借款人作出通知或是否到期），以償付借款人到期或尚欠本行或令貸款人招致的債項及債務（不論實有或或有）。
 - (b) 若任何結合、抵銷或轉讓需要將貨幣作出兌換（不論以一筆或多筆交易，於該結合、抵銷或轉讓後或其他情況），貸款人可按銀行當其時的現金外幣買入價（以銀行所釐定者為最終證據）作出該兌換，作為購買借款人的款項、負債或責任所使用的貨幣。

19. 課稅： 借款人向貸款人作出的所有付款或還款須以不存在抵銷及不會因任何及所有稅項、稅費或其他收費而被預扣或扣減。

20. 費用及開支：
借款人需在每一情況下按照有關申請中所載的金額和時間，向貸款人支付有關申請所載的所有該等費用(包括但不限於任何貸款承諾費和融資認購手續費)。借款人須以全數彌償基準及承諾向貸款人作出彌償貸款人就有關授信及有關授信所訂立的文件而招致的所有費用(包括但不限於法律費用)。
- 借款人須以全數彌償基準彌償及承諾向貸款人作出彌償貸款人因為或保持或執行其對借款人之權力招致或產生的一切法律費用及開支及其他因而產生或招致的費用及開支(包括稅項在內)。
- 借款人須迅速地繳付所有因貸款申請而產生的釐印費、稅費及稅項以及所有有關申請的公證開支、註冊及紀錄費用。借款人須以全數彌償基準及承諾向貸款人作出彌償所有因借款人延誤或遺漏繳付釐印費、稅費及稅項而令貸款人招致的一切責任、費用、收費、訴訟、起訴、法律程序、申索、索求及開支。
21. 條文的獨立性：
若在任何時間，本條款的任何一條或多條條文在任何司法管轄地區的法律下，在任何方面屬不合法、無效或不能執行，該等條文將在適用的法律容許下與其餘條文分割，並不影響其餘條文的合法性、有效性，及可執行性。其餘條文仍然具有完成的效力。
22. 收賬：
貸款人有權聘用收賬代理收取借款人在授信項下到期未付的任何款項。借款人同意須按全數彌償基準，賠償貸款人就聘用收賬代理所招致的全部費用及開支。貸款人有權向債務收賬代理披露有關借款人、授信或本條款的任何或所有資料。
23. 授信的撤銷：
儘管本文及/或申請文件有任何相反規定，貸款人保留凌駕權，以貸款人絕對酌情權隨時撤銷或拒絕任何關於有關申請的授信(不論該有關於有關申請的授信已獲批准與否)，而無須給予理由或賠償或事先通知或貸款人亦可要求借款人即時償還按其在授信項下或就授信而到期須付予貸款人或尚欠貸款人的所有負債、債務及責任。
24. 彌償保證：
借款人須就貸款人由於或在維持或強制執行授予借款人的授信時所蒙受、招致或承受的任何性質的所有法律行動、訴訟、法律程序、申索、要求、損失、損害賠償、成本、費用、開支及/或債務(不論實際或或然)向貸款人作出及維持十足彌償，但因貸款人疏忽或故意失責導致者除外，且僅限於因此而導致的直接及可合理預見的損失(如有)。
25. 劃撥：
借款人茲不可撤銷地放棄其可能擁有的任何撥付權利或權力，而貸款人擁有專有及絕對權利於借款人付款時或其後任何時間劃撥借款人向貸款人支付或貸款人以其他方式而管有或控制的任何款項，以清償借款人欠下貸款人債務的任何貸款人認為適當的部分。任何該等撥付均凌駕於借款人本意作出的任何撥付。
26. 賬戶扣賬授權：
貸款人有權隨時及不時無需事先通知借款人而從借款人於貸款人持有的任

何賬戶中扣除借款人根據授信到期應付的所有或任何利息、費用、收費、佣金、支出、開支及其他款項。該等款項須視為由借款人從賬戶中妥為提取或透支。

27. 轉讓：

貸款人可隨時無需經借款人同意或通知借款人，而向任何人士轉讓或轉移貸款人於授信、本條款及相關附屬抵押品項下的所有或任何權利、利益、責任及債務，但在進行該轉讓或轉移的任何時間，借款人無需支付高於在並無作出該轉讓或轉移時本應支付的金額。貸款人可以並茲獲授權向任何實際或準受讓人或受讓人披露貸款人認為適當的關於借款人、本條款或關於授信的任何事情的資料。除非貸款人事先書面同意，否則借款人不得將其於授信及／或本條款項下的任何權利、利益、責任及／或債務轉讓或轉移予任何人士。

28. 資料披露：

為使貸款人可評估、修訂和重檢授信，借款人同意有必要向貸款人提供有關借款人（在這條款內的目的，包括與企業借款人相關的任何人士或個人）的或貸款人要求的任何資料。借款人（在本條款內，若吾等是一間已成立的公司，指吾等本身及作為由相關各方及個人（包括但不限於借款人的控股公司、子公司、關聯公司、股東、董事及授權人士，所有各方與個人以下統稱為「關連方」）正式授權的代理人）授權貸款人，為貸款人《服務條款》所載的目的，使用任何借款人和「關連方」的資料。若該資料是屬於個人的，該使用將受貸款人發出的《資料政策通告》（下稱「該通告」）所限制，借款人確認已收到該通告及知悉其內容，借款人知悉貸款人所持有的資料將被保密處理，但容許貸款人向《服務條款》和「該通告」所列人士或任何其他人士，包括但不限於信貸資料機構或就授信而已抵押予貸款人的抵押品的其他抵押權人，或為符合或遵守約束貸款人的任何法律、規例、指引、方向或指令的目的而提供該等資料。借款人進一步授權貸款人聯絡借款人的任何僱主（如適用）、銀行、諮詢人或任何其他來源，以獲得或交換任何資料及將借款人提供的資料與貸款人收集得到的其他資料進行比較，以作核對用途。貸款人有權使用上述比較的結果以採取可能不利於或針對借款人的任何行動。借款人同意借款人的資料可被傳送至香港以外的其他司法管轄區。

借款人承諾於任何時間就借款人的資料（包括但不限於借款人的地址、電話號碼及傳真號碼）有任何更改，均會以書面通知貸款人。

借款人確認貸款人已向其提供以下資料：

- 借款人的資料可能會被提供給信貸資料機構及／或在發生違約事項時被提供給收數代理；
- 借款人可於提出要求後獲告知例行披露予上述信貸資料機構及／或收數代理的資料的權利，以及借款人獲提供進一步資料，以向相關信貸資料機構或收數代理（視所屬情況而定）提出查閱及更正資料要求的權利；
- 假如拖欠付款，除非拖欠金額在拖欠之日起計 60 天屆滿前悉數支付，否則借款人的賬戶還款資料將由信貸資料機構繼續保留，直至拖欠金額最終償還之日起計五年屆滿為止；及
- 在全數還款後賬戶終止時，若在緊接賬戶終止前的五年內賬戶並無

任何重大違約，借款人有權指示貸款人要求信貸資料機構自其數據庫中刪除與已終止賬戶有關的賬戶資料。

29. 語文： 本條款的中文本僅供參考之用。如中、英文本有歧異，則以英文本為準。
30. 監管法律及司法區： 本條款受香港法律管轄並根據香港法律詮釋。借款人將遵從香港法院之非專屬司法管轄權。
31. 第三方權利：
- (a) 受限於第 31(c)條，非為本條款一方之人士，無權根據《合約（第三方權利）條例》（香港法例第 623 章）（「第三方條例」）執行本條款之任何條款或享有其利益。
 - (b) 即使本條款內有任何其他條文，於任何時間取消或更改本條款，毋須取得非本條款一方的任何人士同意。
 - (c) 貸款人的任何董事、高級職員、僱員、關聯公司或代理人，均可根據第三方條例，依賴本條款內任何明確賦予該等人士權利或利益的條文（包括但不限於任何彌償、責任限制或除外責任）。
32. 擔保：
- (a) 作為貸款人批准並持續提供授信予借款人的對價，借款人作為實益持有人，特此向貸款人以第一順位固定押記的方式押記（並同意押記），且絕對轉讓（並同意絕對轉讓）以下資產：
 - (i) 根據、由於有關申請或因與有關申請相聯繫的其他原因由借款人認購且向借款人發行的（或在其他方面以貸款人（或其代理人）為受益人代表借款人發行的）所有股份（「押記股份」），以及借款人對該等押記股份的所有權利、擁有權、權益和利益，包括（但不限於）：
 - (1) 發出與押記股份相關的指示的權利；
 - (2) 與押記股份有關的因任何原因的所有損害賠償的申索和收取到期或將要到期款項的權利；
 - (3) 由押記股份衍生或與押記股份有關的任何資產；及
 - (4) 有關押記股份累計、支付、作出、提供或產生的所有股息、利息、分派、配發、要約、利益、權益、擔保和權利，以及出售押記股份的收益；及
 - (ii) 出現根據有關申請支付用於認購股票的任何款項被退款情形時，所有被退還的款項或關於有關申請可能被退還的款項，
（統稱為「押記資產」），在每種情況下，作為借款人根據有關申請和本條款（包括授信）到期應付、所欠或產生予貸款人的所有款項、義務和責任（合稱「擔保債務」）妥善及準時付款和清償的持續性擔保。但如果借款人由多於一人組成，則擔保債務應限於借款人所有組成人員共同到期應付、所欠或產生的所有款項、義務和責

任。

- (b) 對於貸款人未能收回就押記股份須支付的任何金額、就押記股份支付任何催繳股款或分期付款或採取任何行動，或對於與押記股份相關的任何損失，貸款人將不須負上法律責任。
- (c) 借款人同意不會作出且將不會導致或允許作出任何可能以任何方式貶值、危及或以其他方式損害貸款人在本條款項下的擔保價值的行為。
- (d) 無論借款人或任何其他人士是否死亡、破產、清盤、無力償債或清算或喪失能力，也無論是否有任何中間結算或其他事項，第 32 條所構成的擔保均為持續性擔保，在擔保債務不可撤銷地、無條件地得到全部清償之前，仍具有充分效力和作用。第 32 條所構成的擔保獨立於對貸款人現在或今後任何時候持有或可獲得的任何產權負擔、保證或其他擔保或權利或補救措施，且將作為其補充。
- (e) 倘若借款人或任何其他人士就擔保債務向貸款人提供或作出的任何擔保、處置或付款因任何有關破產、無力償債或其他方面的法律而被撤銷或擱置，或被命令交還、付清、退還或減少，借款人應有權強制執行由本條款構成的擔保，即便借款人與貸款人之間不時地存在任何解除、免除或和解的情形，也如同這些情形沒有發生過。
- (f) 一旦發生違約事項，根據第 32 條設立的擔保便可按照本條的規定強制執行。在第 32 條設立的擔保成為具有可強制執行力後，本條所賦予的出售權和其他權力，以及法律或其他規定賦予抵押權人的所有其他權力應立即可行使，貸款人有權強制執行本條款所設定的擔保，並可在不事先通知借款人的情況下，保留、使用、變現、變賣或以其他方式處置全部或部分的押記資產，並按照借款人絕對酌情權所認為的合適方式清償由此產生的費用和擔保債務，而所得款項的餘額（如有）將支付給借款人。該出售權和其他處置權應作為任何有關成文法或其他法律所賦予的出售權的變更和延伸而行使，但該等成文法或其他法律對該權利的任何限制在該成文法或其他法律允許的最大範圍內不適用。如果貸款人收到的處置押記資產的淨收益不足以清償全部的擔保債務，借款人承諾在貸款人提出要求時立即向貸款人支付當時到期欠付貸款人的任何款項的未償付部分。在不限制前述規定的前提下，貸款人有權採取任何其他必要的行動，以促進押記資產的變現和處置。
- (g) 根據第 32 條設立的擔保可在無需貸款人首先訴諸任何其他擔保或權利或針對任何其他人士採取的任何步驟或程式的情形下強制執行；並可在訴諸任何一種或多種其他方式獲得對本條款所擔保的款項、義務和債務的付款或清償後，就任何到期款項的餘額強制執行。
- (h) 借款人不得就對押記資產或其中任何一項資產的出售或出售中的延遲所引致的任何損失，向貸款人或貸款人的任何代名人、託管人、代理

人、授權委託人、代理行或受權人提出任何申索，不論該等延後是如何造成的，亦不論更優惠價格是否可以或可能通過延後或提前出售押記資產或其中任何一項資產的日期或其他的方式取得。貸款人或貸款人委任的任何人所作出或代表其所作出的任何事情，均不會令貸款人或貸款人委任的任何人須以管有抵押品承押人的身份就任何實際收入以外的款項負責。

- (i) 借款人將採取為了行使貸款人在本條款下享有的權利而被不時要求的一切行為，且將允許任何上述行為被採取，並允許在貸款人為此目的所需時使用借款人的名義。
- (j) 貸款人可在不會損害和影響其在本條款下可能擁有的任何其他權利的情況下，行使其在第 32 條下的權利。

註：貸款人現提醒借款人，由貸款人發出及由借款人接納及適用於所有賬戶之服務條件將適用於該申請。

借款人應留意第 1 部分之條件 15.4 及第 3 部分之條件 1.2（於下列引述供閣下參考，且該等條款受限於貸款人可不時決定的修改），根據該些條件，貸款人可以出售該些股份及將有關收益用作支付借款人之任何仍未繳付債務。

第 1 部分之條件 15.4：您的財產（不論屬任何性質、所在何處，以及是否由本行持有作安全保管或其他用途）受一項以本行為受益人的留置權規限。假如您不履行您為本行或本行任何附屬公司所負的責任，本行可根據本行釐定的價格、條款及方法出售您的任何財產或其中部分。本行可運用款項淨額減低您的負債（不論是否因此等條款產生）。

第 3 部分之條件 1.2：除非另有書面協定，或本行現已代您持有足夠現金或投資項目、您將於本行通知您的時間，以可交收方式向本行支付已結清資金或向本行交付投資項目，以為每宗交易進行結算。假如您未有如此支付或交付，本行可終止有關交易，或出售該等已購入投資項目，或借入或購買投資項目以結算該等交易。您將就所有負債、損失及合理開支賠償予本行。

**Terms and Conditions for Term Loan Facility for financing subscription of new issue
Shares or other exchange-traded instruments (IPO Financing)**

Important notice: *This sets out the terms and conditions upon which Bank of China (Hong Kong) Limited would provide loan facility to you. You shall read and understand the terms and conditions carefully before accepting the facility and if considered necessary, seek independent legal advice.*

We, Bank of China (Hong Kong) Limited (the “**Lender**”), may from time to time and at any time at our absolute and unfettered discretion grant you (the “**Borrower**”), a short term loan facility up to such extent and for such period as we deem fit to finance your subscription of new issue shares or other exchange-traded instruments. This sets out the terms and conditions (the “**Terms and Conditions**”) that are applicable to (i) the application for subscription for Shares (as defined below) made by you (and which is accepted by us) (the “**Application**”) and (ii) each specific short term loan facility granted by us to you in connection with the Application.

1. **Facility:** The term loan facility to be granted to the Borrower pursuant to an Application that has been approved by the Lender shall be of such amount in Hong Kong Dollars as the Lender may from time to time and at any time at its absolute and unfettered discretion approve and as set out in the Application (the “**Facility**”).

2. **Purpose:** To finance up to a maximum of 90% (or such lower percentage as the Lender shall at its absolute discretion deem fit at any time and from time to time) of the amount payable by the Borrower to the Lender in relation to the Application (the “**Loan Commitment Amount**”) to be made on behalf of the Borrower in the name of the Lender or its nominee for subscription of a particular new issue share/warrant/bond/unit trust/investment fund or other exchange-traded instrument (the “**Shares**”).

The Borrower declares that all the loan proceeds of the Facility as approved by the Lender under an Application shall be applied solely and exclusively for the purpose of financing the subscription for Shares as set out in that Application (and for no other purpose), and the Lender shall be entitled to all such loan proceeds unless and until the same (or any part thereof) has been utilised for such purpose.

3. **Interest:** The rate of interest applicable to the Drawing (as defined below) under the Facility shall be set out in the Application as approved by the Lender. The Lender shall be entitled to vary the basis of calculation of the interest rate upon 30 days' written notice to the Borrower.

All interest shall accrue on the daily outstanding principal balance of the Drawing at the applicable rate to be set out in the Application as approved by the Lender from day to day on the basis of the actual number of days elapsed in a 365-day

year and be payable in arrears on the Repayment Date or a later date which the Lender shall determine at its absolute discretion in the event of any postponement or withdrawal of the listing of the Shares.

A certificate by the Lender as to the rate of interest and the amount of principal, interest or other sums (including all applicable fees and expenses) payable by the Borrower from time to time shall, save for manifest error, be conclusive and binding on the Borrower. Expressions of such rate (and the interest so calculated according thereto) or amount in documents other than the Application and these Terms and Conditions are not binding on the Lender and are solely for reference only.

4. Availability of
Facility:

Subject to:

- (a) the Borrower's compliance with and/or satisfaction of all conditions precedent set out in Clause 8 below as well as those set out in the Application; and
- (b) the due receipt, by the Lender from the Borrower in immediately available funds, of the balance (if any) of the amount required for the purpose of the Application which is not being financed by the particular Facility,

on or before 6:00 p.m. on the Banking Day (as defined below) immediately before the last day of the public offer subscription period for the relevant Shares (being the last day on which an application can be lodged for the subscription of the relevant Shares) as determined by the Lender in accordance with the terms of the prospectus or offering document (the "**Prospectus**") in respect of the subscription of the relevant Shares (the "**Deadline**"), the Borrower shall be deemed to have given a drawdown notice (the "**Drawdown Notice**") to the Lender on the date of the Deadline requesting a lump sum drawing (the "**Drawing**") to be made under the Facility, and such Drawing shall:

- (i) be in an amount sufficient to make all payments as contemplated under the Application (but which shall not, in any case, exceed, the Loan Commitment Amount), and the Borrower hereby irrevocably authorises the Lender at any time and from time to time to determine and amend the amount of the Drawing so requested, on the understanding that all of the Deposit Amount (as defined below) shall firstly be applied to make payment under the Application and any remaining amount to be paid for the subscription of the relevant Shares shall be financed to the extent of the Loan Commitment Amount; and
- (ii) be drawn down on the date (as determined by the Lender in accordance with the terms of the Prospectus) on which payment for the subscription of the relevant Shares successfully allocated to the Borrower is due.

The Lender is hereby irrevocably authorised and directed by the Borrower to apply the whole of the proceeds of the Drawing in such manner as the Lender may deem necessary for the purpose of making payment under the Application (including making payment to such nominee of the Lender as contemplated in the Application (the “**Nominee**”)).

An Application and Drawdown Notice will be irrevocable once given (or deemed to be given), and may not be withdrawn, cancelled or amended except with the prior written consent of the Lender (which may be withheld by the Lender in its sole and absolute discretion). The Borrower acknowledges and agrees that, having given an Application and Drawdown Notice to the Lender, the Borrower is bound to make the Drawing requested accordingly, and the Lender will, in reliance on the Borrower's commitment to make the Drawing contemplated under the Application and the Drawdown Notice, give certain confirmations to the Nominee and other third parties regarding the Borrower's financial ability to pay for the subscription of the relevant Shares set out in the Application. Without prejudice to the foregoing, the Borrower acknowledges and agrees that it is the Borrower's own responsibility to ensure (and the Lender shall not in any event be liable in any respect for ensuring) that the aggregate of the Deposit Amount and the available Facility will be sufficient to pay for the subscription of all of the relevant Shares set out in the Application, and that if such amounts are insufficient, the subscription for the relevant Shares may be unsuccessful (whether wholly or partially).

Under these Terms and Conditions, “**Banking Day**” means a day (other than a Saturday, Sunday or public holiday) on which (a) banks are open for business in the Hong Kong Special Administrative Region of the People's Republic of China (“**Hong Kong**”) or (b) Hong Kong's securities and derivatives markets are open.

5. Lender's discretion: Notwithstanding any other provision in these Terms and Conditions or the Application Documents (as defined below), where the Lender has any right to make any determination or grant any consent or to exercise discretion in relation to any matter contemplated under these Terms and Conditions and/or the Application Documents, such right or discretion may be exercised by the Lender in such manner as the Lender may decide in its sole and absolute discretion.
6. Repayment: The principal amount of the Drawing (together with all accrued interest and other sums owing by the Borrower hereunder and/or other Application Documents) shall be repaid in one lump sum by the Borrower on the Repayment Date specified in the Application or a later date which the Lender shall determine at its absolute discretion in the event of any postponement or withdrawal of the listing of the Shares. Should the Borrower experience any difficulty in repaying or servicing any of the term loans granted hereunder, the Borrower shall inform the Lender as soon as possible.

7. Enforcement: If repayment is not made by the Borrower on the Repayment Date specified in the Application or such later date as the Lender may determine and agree in its sole and absolute discretion or if any of the events of default as set out in Clause 14 below ("**Events of Default**", each of them an "**Event of Default**") occurs:
- (a) all amounts advanced under the Facility and all interest accrued thereon will become immediately due and repayable and, without prejudice to the Lender's rights provided herein or any other provisions of these Terms and Conditions, the Borrower hereby irrevocably authorises and instructs the Lender (and the Lender shall thereby be entitled) to dispose of the Shares or any part thereof on the Borrower's behalf at such time and at such price as the Lender shall determine and to apply the net proceeds of such disposal in repayment of the amounts outstanding under the Facility;
 - (b) the Lender may (and the Borrower hereby agrees and acknowledges that the Lender may) put a "hold" on any available amount of funds in the Borrower's settlement account for securities (which may be up to the entire cash balance in such settlement account including those derived from unsettled securities transactions and may not be limited to the amount outstanding under the Facility) and the Borrower may not utilize such funds in such settlement account to purchase any other securities during such "hold" period as the Lender may impose at its sole and absolute discretion; and/or
 - (c) the Lender may enforce the security created under Clause 32 below or take any step to enforce and/or preserve any of its rights, remedies, powers or discretions hereunder.
8. Conditions Precedent: The Lender is not obliged to make available any particular Drawing requested in respect of an Application unless the Lender has received and found satisfactory each of the following :
- (a) This Application duly completed and submitted by the Borrower and acknowledged by the Lender in acceptance.
 - (b) All documents required to be signed, executed, submitted, agreed to and/or accepted by the Borrower in relation to the Application, and such documents shall be in such form and of such substance as may be prescribed by the Lender (the "**Application Documents**").
 - (c) The Up-front Payment (as defined below) as set out in the Application in immediately available funds and deposited into the account specified therein.
 - (d) Any other authorisation, approval or other document, opinion or assurance

as the Lender may request.

9. Other Conditions:
- (a) Notwithstanding any other provision in these Terms and Conditions or the Application Documents, the Lender reserves the overriding right at its sole and absolute discretion to increase, reduce and/or cancel the Facility or any part or parts thereof or to vary or amend the terms and conditions thereof at any time to be effective forthwith without prior notice to the Borrower.
 - (b) To the extent there is any inconsistency between these Terms and Conditions and the Application, the terms of the Application shall prevail.
10. Representations and Warranties:
- The Borrower hereby makes the following representations and warranties to the Lender:
- (a) the Borrower has the legal capacity to perform and observe all these Terms and Conditions;
 - (b) these Terms and Conditions constitute (or when accepted will constitute) valid and legally binding obligations of the Borrower in accordance with the terms;
 - (c) the Borrower is not in default in the payment of any principal of or interest on any indebtedness for borrowed money and is not in breach of or in default under any other provision of any indenture, deed of trusts, agreement or other instrument to which it is a party and under or subject to which any such indebtedness for borrowed money has been issued and is outstanding and no event, condition or act which with the giving of notice or lapse of time, or both, would constitute an event of default under any such indenture, deed of trust, agreement or other instrument has occurred or is continuing which has not been properly waived or remedied thereunder;
 - (d) no litigation, arbitration or administrative proceeding or notice of petition for bankruptcy before or of any court, tribunal arbitrator or governmental authority is presently taking place, pending or to its knowledge (having made all reasonable enquiries) threatened against the Borrower, or any of its properties or assets, which could result in a material adverse change in the business, assets or condition of the Borrower;
 - (e) the Borrower does not have any relationship with the Lender's directors or employees. It further agrees and undertakes that if the foregoing is not true and correct or it becomes related with the Lender's directors or employees, it will promptly notify the Lender in writing. The Borrower confirms that it

is not one of the following persons or their relatives: director/supervisor/chief executive/senior management and key staff/chairman of committee/head of department/head of branch/lending officer/controller (holding 5% or more shareholding along or together with associates who are controllers) of BOCHK or Bank of China Ltd (including their subsidiaries and branches) or BOCHK's subsidiaries, affiliates and other entities over which BOCHK is able to exert control or controller/minority shareholder controller/director/senior management and key staff of such subsidiaries, affiliates and other entities or being any firm, partnership or non-listed company which any of the aforesaid persons or their relatives is/are able to control; and

- (f) the above representations and warranties shall continue in full force and effect by reference to the facts and circumstances then existing whilst any part of the advances under the Facility remains outstanding and shall be repeated, where not inapplicable, on the drawdown of the Facility.

11. Affirmative
Undertakings:

The Borrower undertakes with the Lender that it will:

- (a) on becoming aware of the occurrence of any Event of Default or prospective Events of Default or any other events or circumstances which might materially and/or adversely affect the Borrower's ability to perform its obligations hereunder or the Application Document(s), promptly notify the Lender of the same;
- (b) promptly and duly pay or cause to be paid all taxes, duties and other governmental charges imposed upon the Borrower;
- (c) ensure that the Borrower's obligations hereunder, whether actual or contingent, are not subordinated to, and that they will at all times rank at least pari passu in priority of payment and in all other respects with any other of the Borrower's unsecured obligations; and
- (d) promptly supply or procure to be supplied to the Lender such other documents or information required by the Lender from time to time.

12. Negative
Undertakings:

The Borrower further undertakes with the Lender that the Borrower will not, unless the Lender otherwise expressly agrees in writing:

- (a) create, incur or suffer or permit to exist any charge upon any of the Borrower's property, assets, revenues and rights, present or future, except in favour of the Lender; and
- (b) make loans, advance moneys, grant credit to or guarantee or indemnify

the liability of any person, firm or company.

13. Instruction to apply: The Borrower hereby:

- (a) expressly and irrevocably authorises and instructs the Lender, whether in its own name or in the name of Bank of China (Hong Kong) Nominees Limited ("**BOC (HK) Nominee**") as its nominee, to apply on its behalf for the Shares as more particularly set out in the Application on such terms and conditions set out in the Prospectus.
- (b) declares and warrants that the Application is the only application made and the only application intended by the Borrower to be made to benefit it and the Application will not, whether singly or in conjunction with other instruction which the Borrower may give to the Lender or any other party, constitute multiple applications in breach of the Rules of the Stock Exchange of Hong Kong Limited. The Borrower understands that this declaration/warranty will be relied upon by the Lender and BOC (HK) Nominee in making the Application to the said issuer incorporating a similar declaration/warranty which in turn will be relied upon by the issuer in deciding whether or not to make any allotment of the Shares in response to the Application.
- (c) agrees and confirms the application to the Lender for the Facility to finance the Application on the Terms and Conditions as set out herein and such other terms and conditions as contained in the Application Documents.
- (d) undertakes to provide the Lender with sufficient immediately available funds (excluding any amount to be financed by the Lender) (the "**Up-front Payment**"), the breakdown of which is set out in the Application, which shall include the deposit amount (the "**Deposit Amount**"), the IPOF subscription handling fee, the loan commitment fee and any Charges (as defined below) for the purpose of the Application before the Deadline. The Borrower acknowledges and agrees that the full amount of the Deposit Amount paid by the Borrower to the Lender shall be applied in payment for the subscription of the Shares pursuant to the Application, with the remaining amount to be paid for such subscription to be financed hereunder to the extent of the Loan Commitment Amount.
- (e) undertakes to pay to the Lender on demand all brokerage, charges, commission, fees and expenses (the "**Charges**") which may be charged or incurred by the Lender or BOC (HK) Nominee for or in relation to the Application or the nominee arrangement set out in Clause 13(i) below.

- (f) irrevocably authorises, directs and instructs the Lender to debit its account maintained with the Lender (particulars of which are set out in the Application) for the Up-front Payment on or before the Deadline. In case the said account is a current account, the Borrower further agrees and authorises the Lender to debit its said current account notwithstanding that to do so may result in an overdraft or an increase of the overdraft on the said current account provided that the Lender is entitled at its sole and absolute discretion not to make such debits or honour such payments should the said current account fails to have the immediately available funds or overdraft facility.
- (g) (to the extent that any amount paid for the subscription of the Shares pursuant to an Application is refunded and notwithstanding any other provision of these Terms and Conditions) irrevocably authorises and instructs the Lender or, as the case may be, BOC (HK) Nominee to receive, appropriate and apply, upon receipt but after deduction of the Charges, all sums received by any of them as a refund in respect of the Application towards discharge of the whole or, as the case may be, part of the indebtedness (whether principal, interest or otherwise) owing by it under the Facility provided or to be provided by the Lender to it in connection with the Application provided that, in the case of any surplus (the “**Surplus**”), the Lender or, as the case may be, BOC (HK) Nominee shall pay the same to the Borrower into its account with the Lender as may be previously designated by it or in such other manner as it may have agreed with the Lender or BOC (HK) Nominee. Without prejudice to the foregoing, the Lender or, as the case may be, BOC (HK) Nominee, may (but shall not be obliged to) pay the Surplus to the Borrower in the manner as aforesaid before receiving immediately available funds as a refund in respect of the Application, and in such event, the Borrower shall indemnify and pay the Lender and/or BOC (HK) Nominee on demand all or any charges and expenses (on a full indemnity basis) of reasonable amount and reasonably incurred as a result of or in connection with such payment of the Surplus to the Borrower (including without limitation, the refund cheque being dishonoured upon presentation, and in which event, the Lender and/or BOC (HK) Nominee shall have a separate cause of action against the Borrower as if such refund cheque had not been received and such discharge of the indebtedness had not occurred).
- (h) agrees that all sums refunded in respect of the Application, if received by the Borrower or BOC (HK) Nominee, shall be held by it for and on behalf of the Lender to enable all amounts which may be or become payable to the Lender by the Borrower under or in connection with the Facility to be repaid in full, and the Borrower shall promptly (and the Borrower hereby instructs BOC (HK) Nominee to) pay or transfer the same to the Lender

for application in accordance with Clause 13(g) above.

- (i) confirms that subject to any contrary agreement contained in any document relating to the Facility, all the Shares issued as a result of the Application shall be held by the Lender or, as the case may be, BOC (HK) Nominee as its nominee and the Borrower hereby undertakes to sign and execute all such documents as may be prescribed by the Lender or BOC (HK) Nominee for such purpose.
- (j) (for the avoidance of doubt and for so long as there remains any sum to be lent to or payable by the Borrower under the Facility) irrevocably authorises the Lender and BOC (HK) Nominee to disregard any of the Borrower's instructions and authorisations relating to any of the Shares issued as a result of the Application (except as set out herein) and confirm that the Lender and BOC (HK) Nominee may act in accordance with the terms and conditions contained in any document relating to the Facility, including these Terms and Conditions.
- (k) accepts that the records of the Lender regarding the extent of success of the Application shall be absolutely binding and conclusive against it and neither the Lender nor BOC (HK) Nominee shall have any liability towards it if the Application is wholly or partially unsuccessful except by reason of any wilful misconduct or gross negligence on the part of any officers of the Lender or BOC (HK) Nominee.
- (l) acknowledges that the Facility to be advanced by the Lender is subject to the sole and absolute discretion of the Lender. In the absence of written consent from the Lender, the Borrower agrees and undertakes that it will not and has no right to cancel, revoke or vary the Application once it has submitted the same to the Lender and the Borrower shall be bound by the Terms and Conditions as set out herein as well as the terms of the Application Documents.
- (m) acknowledges that, notwithstanding anything to the contrary stated herein, the Lender reserves the overriding right at its absolute discretion at any time and without giving any reason or compensation after approving and accepting the grant of the Facility, to cancel all or any part of the Facility or demand immediate repayment of all or any part of outstanding indebtedness, liabilities and obligations (including interest and default interest) due, owing to or incurred by the Lender (whether actual or contingent) under or in respect of the Facility.

14. Events of Default: All amounts advanced under the Facility will become immediately due and repayable in any of the following events:

- (a) the Borrower fails to pay any principal, interest or other costs and expenses payable to the Lender hereunder on the due date; or
- (b) the Borrower for any reason whatsoever fails promptly to discharge any obligation hereunder to the Lender or be in breach of any undertakings (affirmative or negative) hereunder however and whenever arising; or
- (c) any representation or warranty by the Borrower hereunder or any information or document delivered by the Borrower to the Lender is shown to have been incorrect or misleading in any material respect when made or given; or
- (d) the Borrower fails to perform any obligations on its part contained herein which is not capable of remedy or, if can be remedied, has not been remedied within seven days after notice from the Lender requiring its remedy or such further time as may be reasonable in the event that remedy within seven days is impossible; or
- (e) any governmental, tax, monetary or other approval required for the Borrower and the Application is withdrawn or is changed in a way prejudicial to the Lender; or
- (f) any event occurs which constitutes or, with the passing of time or the giving of notice or both, would constitute an event of default under any other agreement to which the Borrower is a party and which would have, in the opinion of the Lender, a material adverse effect on the ability of the Borrower to perform its obligations hereunder; or
- (g) a receiver is appointed of any assets or property of the Borrower or an order is made for the bankrupt of the Borrower or if the Borrower otherwise becomes insolvent or bankrupt under any court of law; or
- (h) a distress, attachment, execution or other legal process is levied, enforced or sued out on or against the assets of the Borrower and in the opinion of the Lender such event has or could have a material adverse effect on the Borrower; or
- (i) any present or future security on or over the assets of the Borrower becomes enforceable and in the opinion of the Lender such event has or could have a material adverse effect on the Borrower; or
- (j) there occurs, in the opinion of the Lender, a material adverse change in the financial position of the Borrower which would prevent the Borrower

from performing in any material respect its obligations hereunder; or

- (k) any one or more of the Application Documents not in full force and effect.

If any of the Events of Default has occurred, then the Lender may by notice of any form to the Borrower declare that an Event of Default has occurred and that the advances under the Facility and all interest accrued thereon has become immediately due and payable whereupon:-

- (a) the Lender shall not be required to make any further advances under the Facility; and
- (b) all amounts outstanding under the Facility shall immediately become due and payable.

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| 15. | Currency and Payment: | All payments to be made by the Borrower to the Lender hereunder shall be made in Hong Kong Dollars in immediately available and freely transferable funds to such account as the Lender shall specify on the relevant due date. |
| 16. | <u>Default Interest:</u> | <p>(a) <u>The Borrower shall pay default interest (whether before or after judgment) on all overdue sums at the rate of 6% per annum plus (i) the prime lending rate for Hong Kong Dollars as quoted and determined by the Lender; (ii) the over-night interbank offered rate for Hong Kong Dollars; or (iii) the Lender's cost of fund, whichever is the highest.</u></p> <p>(b) <u>Default interest shall accrue and be calculated from the date when the relevant payment was due to the date of its final payment in full on a day to day basis.</u></p> <p>(c) <u>In addition to the default interest mentioned above, the Lender reserves the right to charge the Borrower an administration fee of HKD500.00 whenever the Borrower fails to make any instalment payment on its due date, in order to cover the administrative costs incurred by the Lender as a result of such failure.</u></p> |
| 17. | Waivers and Rights Cumulative: | No delay or omission on the part of the Lender in exercising any right, power, privilege or remedy hereunder or in respect of any of the Application Documents shall impair such right, power, privilege or remedy, or be construed as a waiver of it, nor shall any single or partial exercise of any such right, power, privilege or remedy preclude any further exercise of it or the exercise of any other right, power, privilege or remedy. The rights, powers, privileges and remedies provided hereunder and the Application Documents are cumulative and not exclusive of any rights, powers, privileges or remedies provided by law. |

18. Set Off: (a) In addition and without prejudice to any general or banker's lien, right of set-off or similar right to which the Lender may be entitled, the Lender shall have the right and is authorised from time to time and at any time without prior notice to the Borrower to set-off and appropriate and apply any credit balance on any of the Borrower's accounts (whether subject to notice or not and whether matured or not) with the Lender and/or any other money at any time held or owing by the Lender or its nominee (in whatever capacity) to or for the credit or account of the Borrower, and/or to which the Borrower is beneficially entitled, against or on account of the Borrower's obligations and liabilities hereunder, whether actual or contingent.
- (b) Where such combination, set-off or transfer requires the conversion of one currency into another (whether by one or multiple transaction(s), after such combination, set-off or transfer or otherwise), such conversion shall be calculated at the Lender's then prevailing spot rate of exchange (as conclusively determined by the Lender) for purchasing the currency in which the moneys, obligations or liabilities were due owing or incurred with the existing currency so converted.
19. Taxation: All amounts payable hereunder shall be paid free and clear of all taxes, withholdings and any other deduction whatsoever.
20. Fee and Expenses: The Borrower shall pay to the Lender all such fees as set out in the Application (including but not limited to any loan commitment fee and IPOF subscription handling fee), in each case in such amount and at such time as set out in the Application. The Borrower shall on demand pay all out-of-pocket expenses (whether legal or otherwise) incurred by the Lender in relation to the negotiation of the Facility and the preparation of the relevant documents on a full indemnity basis.
- The Borrower shall on demand pay all legal fees and expenses and all other out-of-pocket costs and expenses (including taxes thereon) incurred by the Lender in the administration of, or in preserving, protecting or enforcing any of its rights hereunder on a full indemnity basis.
- The Borrower shall promptly pay all stamp and other like duties and taxes and all notarial, registration, recording and other like fees to which any of the Application Documents may be subject and shall indemnify on a full indemnity basis the Lender against any and all liabilities, costs, claims and expenses with respect to or resulting from any delay or omission in paying such duties, taxes or fees.
21. Severability: Any provision herein which is or declared by any court or tribunal of competent

jurisdiction to be illegal, invalid or unenforceable in any respect under the applicable law shall be severed therefrom to the maximum extent permissible by the applicable law without in any manner affecting the legality, validity or enforceability of the remaining provisions, all of which shall continue in full effect.

22. Debt Collection: The Lender shall be entitled to employ debt collecting agent(s) to collect any sum due but unpaid by the Borrower. The Borrower is hereby warned that the Borrower shall indemnify and keep the Lender indemnified on a full indemnity basis against all costs and expenses which the Lender may incur in the employment of debt collecting agent(s). The Lender shall be entitled to disclose to such debt collecting agent(s) any or all information relating to the Borrower or the Facility.
23. Right to withdraw Facility: Notwithstanding anything to the contrary stated herein and/or in the Application Documents, the Lender reserves the overriding right at its absolute discretion at any time and without giving any reason or compensation or prior notice, whether the Facility has been granted or not in respect of the Application, to cancel or to reject the Facility in respect of the Application or demand immediate repayment of all outstanding indebtedness, liabilities and obligations due owing or incurred by the Lender under or in respect of the Facility.
24. Indemnity: The Borrower shall indemnify the Lender on a full indemnity basis from and against all action, suits, proceedings, claims, demands, losses, damages, costs, fees, expenses and/or liabilities of whatsoever nature which the Lender may suffer, incur or sustain, whether actual or contingent, by reason of or in maintaining or enforcing the Facilities granted to the Borrower unless caused by the negligence or wilful default of the Lender.
25. Appropriation: The Borrower hereby irrevocably waives any right or power which it may have of appropriation and the Lender shall have the sole and absolute right to appropriate either at the time of payment or at any time thereafter any moneys paid to the Lender by or otherwise coming into the Lender's possession or control from the Borrower in or towards discharging whichever part or parts of liabilities of the Borrower to the Lender as the Lender shall think fit. Any such appropriation shall override any purported appropriation by the Borrower.
26. Authorisation to debit account(s): The Lender shall be entitled to debit at any time and from time to time all or any of the interest, fees, charges, commissions, costs, expenses and other sums due and payable by the Borrower in respect of the Facility from any of the account(s) of the Borrower held with the Lender without prior notice to the Borrower. Such sums shall be deemed duly drawn or overdrawn from the account(s) by the Borrower.

27. Assignment and Transfer: The Lender may at any time, without consent of or notice to the Borrower, assign or transfer to any party all or any of its rights, benefits, obligations and liabilities under the Facility and these Terms and Conditions and the related collateral securities provided that the Borrower, at any time of such assignment or transfer, will not be liable to pay any greater amount than the Borrower would have been liable to pay had no assignment or transfer been made. The Lender may, and is hereby authorised to, disclose to any actual or potential assignee or transferee such information about the Borrower, the Application or anything in respect of the Facility as the Lender shall consider appropriate. The Borrower may not assign or transfer any of its rights, benefits, obligations and/or liabilities under the Facility and/or these Terms and Conditions to any party except with the prior written consent of the Lender.
28. Disclosure of Information: The Borrower agrees that it is necessary to supply the Lender with data/information related to the Borrower (including for the purpose of this subclause, that of any party/ies or individual(s) who is/are related to a corporate borrower in whatever capacity) or any information as required by the Lender for assessing the grant, revision and renewal of the Facility. The Borrower (which for this clause refers to itself in the case of an incorporated entity and its capacity as the duly authorised agent acting on behalf of the relevant party/ies and individual(s) including but not limited to the Borrower's holding companies, subsidiaries, affiliates, shareholders, directors and authorized persons, all these parties and individuals are hereinafter collectively referred as the "Related Parties") authorize the Lender to use the data/information of the Borrower and the Related Parties for the purposes set out in the Lender's Conditions for Services (the "Conditions") (provided that in the case of an individual, such use will be subject to the Data Policy Notice issued and/or revised by the Lender from time to time (the "Notice"), and the contents and the receipt of which are hereby acknowledged by the Borrower) and notes that data/information held by the Lender will be kept confidential but permits the Lender to provide such data/information to the parties referred to in the Conditions or listed in the Notice (as the case may be) or other persons including but not limited to credit reference agencies or any subsequent chargee, mortgagee or encumbrancer in respect of securities held by the Lender for the Facility or in compliance with any laws, regulations or directions binding on or observed by the Lender or any of its branches, subsidiaries and holding company and the branches, subsidiaries and affiliates of the holding company. The Borrower further authorizes the Lender to contact any of the employers of the Borrower (if applicable), Lender, referee, credit reference agencies or any other source for the purpose of obtaining or exchanging any information and to compare the information provided by the Borrower with other information collected by the Lender for checking purposes. The Lender is entitled to use the result of such comparison to take any action which may be adverse to the interest of or against the Borrower. The Borrower also consents to the data/information

being transferred to another jurisdiction outside Hong Kong.

The Borrower undertakes at all times to notify the Lender in writing of any change of the particulars of the Borrower including without limitation the Borrower's address, telephone number and facsimile number.

The Borrower acknowledges that the Lender has provided him with the following information :

- the Borrower's data may be supplied to a credit reference agency and/or, in the Event of Default, to a debt collection agency;
- the Borrower's right to be informed, upon request, about what items of data are routinely disclosed to such credit reference agency and/or debt collection agency, and the Borrower's right to be provided with further information to enable the making of a data access and correction request to the relevant credit reference agency or debt collection agency, as the case may be;
- that, in the event of any default in payment, unless the amount in default is fully paid before the expiry of 60 days from the date such default occurred, the Borrower shall be liable to have his account repayment data retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default; and
- that the Borrower, upon termination of the account by full payment and on condition that there has not been, within five years immediately before such account termination, any material default on the account, will have the right to instruct the Lender to make a request to the credit reference agency to delete from its database any account data relating to the terminated account.

29. Language: The Chinese version of these Terms and Conditions is for reference only. If there is any conflict between the English and Chinese versions, the English version shall prevail.
30. Governing Law
 and Jurisdiction: These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Hong Kong and the Borrower shall submit to the non-exclusive jurisdiction of the Hong Kong.
31. Third Party Rights: (a) Subject to Clause 31(c), a person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the "**Third Parties Ordinance**") to enforce or to enjoy the benefit of any term of these Terms and Conditions.
- (b) Notwithstanding any term of these Terms and Conditions, the consent of any person who is not a party to these Terms and Conditions is not required

to rescind or vary these Terms and Conditions at any time.

- (c) Any director, officer, employee, affiliate or agent of the Lender may, by virtue of the Third Parties Ordinance, rely on any provision of these Terms and Conditions (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

32. Security:

- (a) In consideration of the Lender granting and continuing to make available the Facility to the Borrower, the Borrower, as beneficial owner, hereby charges (and agrees to charge) by way of first fixed charge and assigns absolutely (and agrees to assign absolutely) to the Lender:
 - (i) all of the Shares subscribed for by, and issued to, the Borrower (or otherwise issued in favour of the Lender (or its nominee) for account of the Borrower) pursuant to, as a result of or otherwise in connection with the Application (the "Charged Shares") and all of the Borrower's rights, title, interest and benefit of, in and to such Charged Shares, including (without limitation):
 - (1) rights to give instructions with respect to the Charged Shares;
 - (2) all claims for damages and rights to receive monies due or to become due for any reason whatsoever in connection with the Charged Shares;
 - (3) any assets deriving from, or relating to, the Charged Shares;
and
 - (4) all dividends, interest, distributions, allotments, offers, benefits, entitlements, securities and rights accruing, paid, made, offered or arising in respect of, and the proceeds of sale of, the Charged Shares; and
 - (ii) to the extent that any amount paid for the subscription of the Shares pursuant to the Application is refunded, all sums of money so refunded or which may be refundable in relation to the Application, (together, the "Charged Assets"), in each case, as a continuing security for the due and punctual payment and discharge of all amounts, obligations and liabilities due, owing or incurred by the Borrower to the Lender under the Application and these Terms and Conditions, including the Facility (together, the "Secured Indebtedness"), provided that where the Borrower comprises more than one person, the Secured Indebtedness shall be limited to all amounts, obligations and liabilities due, owing or incurred by all of the persons comprising the Borrower jointly.
- (b) The Lender will not be liable for any failure to collect any amount payable on the Charged Shares, to pay any call or instalment, or to take any action in respect of them, or for any loss in connection with them.

- (c) The Borrower agrees not to do or cause or permit to be done any thing which may in any way depreciate, jeopardise or otherwise prejudice the value of the Lender's security hereunder.
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- (d) The security constituted by this Clause 32 shall be a continuing security and shall remain in full force and effect until the Secured Indebtedness has been irrevocably and unconditionally discharged in full, notwithstanding the death, bankruptcy, winding-up, insolvency or liquidation or any incapacity of the Borrower or any other person, or any intermediate settlement of account or other matter whatsoever. The security constituted by this Clause 32 is in addition to, and independent of, any encumbrance, guarantee or other security or right or remedy now or at any time hereafter held by or available to the Lender.
- (e) Notwithstanding any discharge, release or settlement from time to time between the Lender and the Borrower, if any security, disposition or payment granted or made to the Lender in respect of the Secured Indebtedness by the Borrower or any other person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any law relating to bankruptcy, insolvency or otherwise, the Lender shall be entitled to enforce the security hereby constituted as if no such discharge, release or settlement had occurred.
- (f) Upon the occurrence of an Event of Default, the security created under this Clause 32 shall become enforceable in accordance with the provisions hereof. At any time after the security hereby created has become enforceable, the power of sale and other powers conferred hereunder, and all other powers conferred on mortgagees by law or otherwise, shall be immediately exercisable and the Lender shall be entitled to enforce the security hereby constituted and may, without prior notice to the Borrower, retain, apply, realise, sell or otherwise dispose of all or any part of the Charged Assets and apply the proceeds thereof in or towards the discharge of the costs thereby incurred and of the Secured Indebtedness in such manner as the Lender in its absolute discretion thinks fit, with the remaining balance of such proceeds (if any) to be paid to the Borrower. Such power of sale or other disposal shall operate as a variation and extension of the power of sale conferred by any relevant statutory or other law, but any restrictions on such powers by such statutory or other law shall not apply to the fullest extent permissible under such statutory or other law. In the event that the net proceeds of disposal of the Charged Assets received by the Lender are insufficient to settle the full amount of the Secured Indebtedness, the Borrower undertakes to pay to the Lender immediately on demand the balance of any amount then due and owing to the Lender. Without limiting the foregoing, the Lender shall be entitled to take any other action required

to facilitate the realisation and disposal of any of the Charged Assets.

- (g) The security created under this Clause 32 may be enforced without the Lender first having recourse to any other security or rights or taking any other steps or proceedings against any other person and may be enforced for any balance due after resorting to any one or more other means of obtaining payment or discharge of the monies, obligations and liabilities hereby secured.
- (h) The Borrower shall not have any claim against the Lender or against any nominee, custodian, agent, representative, correspondent or attorney of the Lender in respect of any loss arising out of the sale of the Charged Assets or any of them or any postponement thereof howsoever caused and whether or not a better price could or might have been obtained upon the sale of the Charged Assets or any of them by deferring or advancing the date of such sale or otherwise howsoever. Nothing that shall be done by or on behalf of the Lender or anyone appointed by the Lender shall render it liable to account as a mortgagee in possession for any sums other than actual receipts.
- (i) The Borrower will do or permit to be done everything which the Lender may from time to time require to be done for the purpose of enforcing the Lender's rights hereunder and will allow the name of the Borrower to be used as and when required by the Lender for that purpose.
- (j) The Lender may exercise its rights under this Clause 32 without prejudice to, and without affecting, any other rights it may have under these Terms and Conditions.

Note: The Borrower is reminded that the **Conditions for Services** issued by the Lender and accepted by the Borrower, and which apply to all accounts are applicable to the Application. The Borrower's attention is kindly drawn to Part 1 Condition 15.4 and Part 3 Condition 1.2 therein (extracted below for your easy reference and the provisions of which are subject to such changes as the Lender may determine from time to time) pursuant to which the Lender is entitled to sell the Shares and to apply the proceeds therefrom to settle any outstanding liabilities of the Borrower.

Part 1 Condition 15.4: Your property (of any nature, wherever situate, and whether held by us for safe custody or otherwise) is subject to a lien in our favour. If you do not perform any of your obligations owed to us or any of our affiliates, we may sell any of your property or part thereof at such price, on such terms and by such method as we may determine. We may apply the net proceeds to reduce your liability (whether or not arising from these Conditions).

Part 3 Condition 1.2: Unless otherwise agreed in writing or we are already holding sufficient cash or investments on your behalf, you will pay us cleared funds or deliver to us investments in deliverable form, by the time we notify you, in order to settle each transaction. If you fail to do so, we may terminate the transaction, or sell the purchased investments, or borrow or purchase investments to settle the transaction. You will indemnify us against all liabilities, losses and reasonable expenses.