Standard Terms and Conditions Governing Banking Facilities

A. GENERAL TERMS AND CONDITIONS

1 SPECIFICATION

The following terms and conditions apply to the banking facility granted by United Overseas Bank (China) Limited (including all its branches and sub-branches, collectively referred to as “the Bank”), and shall form an integral part of the facility letter accepted by the Borrower (including any amendment, supplement and modification thereafter, collectively referred to as the ‘Facility Letter’). If there is any inconsistency between the Facility Letter and this Standard Terms and Conditions Governing Banking Facilities, the Facility Letter shall prevail.

2 IMPLEMENTATION

2.1 The Facility can be drawn down only on completion of legal documentation and fulfillment of such conditions precedent as the Bank may require unless otherwise provided in this Agreement or any unfulfilled condition(s) has or have been waived by the Bank.

2.2 To the extent permitted by applicable law, the Bank has the right to:

(1) Implement only a part of the Facility and/or change the terms of its use from time to time; or

(2) Adjust Facility, including: (i) increase facility amount (including but not limited to increase in the amount of existing facility type or increase new types of facility); or (ii) renew the Facility; or (iii) make adjustments to the Facility while the limit remains unchanged (including but not limited to increasing the existing limit/sub-limit, adding new types of sub-limit or shifting amount between existing limits/sub-limits); or (iv) reduce the Facility (including but not limited to reducing the amount of the existing limit/sub-limit or cancelling the limit/sub-limit). If the Borrower continues to use the Facility (including using the Facility as adjusted in foregoing way or entering into transactions with the Bank), or if the Borrower does not raise any written objection to the Bank within fifteen (15) days from the date of such notice (or such other period as may be specified in such notice), the Borrower shall be deemed to have consented to and be bound by the Bank to such adjustment. The Borrower acknowledges that, to the extent that the Bank continues to provide banking services and takes relevant actions, the Bank does so in response to the authority and direction of the Borrower and, for the convenience of the Borrower, the Bank shall be exempted from any form of liability for any acts and actions taken.

3 DRAWDOWN

3.1 Further Conditions of Drawdown

Unless otherwise provided in the Facility Letter, Drawing will be made subject to the fulfillment of conditions in “*Conditions Precedent*” in the Facility Letter and the following further drawdown conditions:

(1) If the Facility is secured by offshore guarantor while the Borrower has not fully repaid its liabilities to offshore guarantor (such liabilities were occurred due to the performance of offshore security), then the Borrower shall not deliver drawdown notice without SAFE approval.

(2) The proposed Drawdown Date in the drawdown notice is a Business Day within the availability period.

(3) The account designated in the drawdown notice to receive facility amount shall be the same as the Facility Granting Account in Facility Granting Account Designation Notice Form.

(4) On the date of the drawdown notice and each Drawdown Date:

(a) the representations and warranties in this Agreement shall be deemed to be repeated, and are correct on and will be correct immediately after each Drawing;

(b) no Event of Default has occurred or is continuing or may result from that Drawing; and

(c) no occurrence of any situation set out in Clause 19.1 (Financial Crime).

(5) The Bank considers that

(a) no material adverse change on domestic or international debt or financial market where the relevant Drawing is to be funded, as well as on social and political environment in PRC has occurred or may occur; and

(b) no material adverse change has occurred in respect of the value of Collateral (if any).

(6) Any drawdown notice is irrevocable. The Borrower shall be bound, to the extent that the other provisions of this Agreement permit, to make the Drawing pursuant to such drawdown notice.

(7) Each Drawing made by the Bank pursuant to this Agreement shall be an independent loan facility. Each drawdown notice, relevant confirmation (if applicable) and drawdown advice issued by the Bank after the Drawdown Date constitute an independent agreement for that Drawing together with the terms and conditions of this Agreement.

3.2 The utilization and advance of the Facility amount shall be made via the Facility Granting Account.

3.3 Entrusted Payment

(1) For working capital loans or fixed assets loans where the payment is to specific payee(s) of the Borrower with single payment exceeding RMB 10 million, Entrusted Payment shall be adopted. In addition, working capital loan with one of the following circumstances should also adopt Entrusted Payment:

(a) the credit relationship with the Borrower is newly established and the Borrower has average credit standing;

(b) other circumstances as determined by the Bank.

(2) In the event of Entrusted Payment, the Borrower shall provide the Bank with the relevant supporting documents with respect to such payments in the form and substance satisfactory to the Bank (including but not limited to the underlying contract, invoice, payment amount and other transaction materials, relevant information of the counterparty of the Borrower under a transaction (including bank account of such counterparty and any other information the Bank deems necessary, the “Counterparty Information”) and other documents the Bank deems necessary at its reasonable

discretion). Such supporting documents shall record the counterparty of the Borrower, its signature and company chop etc. and shall be original copy/or the true, complete photocopy certified with the Borrower's company chop.

(3) In respect of the Fixed Assets Loan:

(a) for the Fixed Assets Investment Project which the Bank deems to be with large investment amount, complicated technique or payment by installments according to the project process schedule, the Bank is entitled to require the Borrower, independent intermediary agency (for example supervisor, evaluator, and quality inspection etc.) and contractor to jointly inspect the project process and sign on receipt and other document to confirm process and quality of the project. Otherwise the Bank shall be entitled to restrict or reject relevant drawdown and payment application.

(b) The Bank shall, in principle, pay the loan proceeds to the Borrower's counterparty through the Borrower's Facility Granting Account within five (5) Business Days after the Drawing is made. If the Entrusted Payment cannot be completed due to reasons on the part of the Borrower, the Bank shall complete the onward payment within ten (10) Business Days at the latest based on mutual agreement with the Borrower. If the Entrusted Payment cannot be completed due to force majeure, the Bank will negotiate with the Borrower to determine a reasonable payment time limit.

(4) For the borrower with a good record of using loan proceeds, if there is a reasonable emergency demand for the use of funds within the scope of the loan purposes agreed in this Agreement, and the Bank considers that the risk is controllable after assessment, the Bank may simplify the materials to be provided by the borrower and procedures before Entrusted Payment in appropriate manner.

(5) The Borrower shall undertake all liabilities and losses arising from deferred payment and/or failure of payment if the Borrower does not provide the Bank with the Counterparty Information in timely manner and/or the Counterparty Information was not accurate. The Bank shall not be liable for any liability or loss as a consequence of the deferred payment unless directly caused by the Bank's willful misconduct or gross negligence. Meanwhile, the Borrower shall timely notify the Bank with any unsuccessful payment to the counterparty caused by any reason, and shall not such amount for any other purpose. The Borrower shall cooperate with the Bank and provide supplemental documents and perform relating procedures to complete such payment. Otherwise the Bank shall be entitled to call back such Drawing by reference to facts and circumstances then existing.

(6) The Borrower shall not evade the Bank's supervision on the Entrusted Payment by splitting a large amount into several small payments.

3.4 Direct Payment

In the event of Direct Payment, when serving a drawdown application, the Borrower shall at the same time provide use plan of facility amount, and the Borrower shall report the payment status to the Bank on quarterly basis (including without limitation the underlying contract, invoices, remittance receipt and other transaction documents).

3.5 Notwithstanding the above, the Bank, according to the compliance requirement, is entitled to change the payment manner of a special payment at its sole discretion. The Bank may manage and control the utilization of the Facility amount through the above payment manners and make the use of the Facility amount in line with the purpose stipulated herein.

4 ACCOUNT

4.1 The Borrower shall specify the Facility Granting Account, the Funds Recovery Account (applicable for Working Capital Loan) and the Project Incomes Account (applicable for Fixed Assets Loan) in the Facility Granting Account Designation Notice, Funds Recovery Account Designation Notice and the Project Incomes Account Designation Notice, each in form and substance acceptable to the Bank.

4.2 In respect of Overdraft, the Borrower designates the Overdraft Account to be the Facility Granting Account and the Funds Recovery Account.

4.3 For the purpose of supervision by the Bank, the Borrower shall provide the quarterly statement of account of the Project Incomes Account and/or the Funds Recovery Account and other documents the Bank considers necessary. The Borrower shall promptly provide the Bank with the details of funds that in and out of the Project Incomes Account and/or Funds Recovery Account, including but not limited to all income generated from loan purpose set out in the Facility Letter and in and out of large-sum and abnormal funds. The Bank may base upon the credit standing and financing situations of Borrower, conclude an account management agreement with the Borrower upon negotiation, expressly stipulating the administration of in and out of funds through this Project Incomes Account and/or Funds Recovery Account. The funds in Project Incomes Account and/or Funds Recovery Account can be withdrawn or used in a manner acceptable to the Bank as agreed under the Facility Letter and such account management agreement.

5 INTEREST

5.1 General Provision

(1) Unless otherwise provided by applicable law and regulation or this Agreement, (i) interest on each Drawing (except for the Overdraft) shall be calculated on the basis of the actual number of days elapsed with such periodic rests as the Bank may specify, (ii) the interest on the outstanding continuingly resting in the Overdraft Account for each Overdraft Period shall be calculated by daily accrual on the basis of the accumulative outstanding for each day and the actual number of days elapsed within such Overdraft Period, among which, the daily interest rate = applicable interest rate (annual rate)/360 or 365, and a 360 or 365 day year determined by the Bank on its sole discretion.

(2) The Borrower acknowledges the Bank's policy on interest rates and that no single rate of interest can be fixed on any sum(s) owing by it to the Bank from time to time as the rate of interest in each case will depend on circumstances including the type of transaction involved, the credit risk involved and the general interest rates applicable at the time of such transaction.

(3) The Bank, to the extent permitted by applicable law, may charge interest on any sum(s) outstanding or owing by you from time to time. In the absence of express agreement,

such interest shall accrue, be calculated and become due and payable on such bases and shall be compounded in such manner as the Bank may determine in its absolute discretion.

5.2 Changes to the Calculation of Interest

(1) In relation to any Drawing or Overdraft dominated in RMB, if any of the following disruption events (each an “RMB Market Disruption Event”) occurred,

(a) in respect of any Drawing, on the Utilisation Date or Repricing Date, or date of extension, or, in respect of any Overdraft, any day during the Overdraft Period, if

(i) LPR is zero or negative; or

(ii) applicable LPR plus / minus the margin is zero or negative; or

(iii) PBOC no longer publishes or ceases to authorize publishing LPR,

then to the extent permitted by applicable laws and regulations, the applicable interest rate for such Drawing or Overdraft shall be determined in accordance with the most updated LPR (positive) plus/minus margin agreed by the Bank and the Borrower to the effect that interest rate per annum will equal to the aggregated sum of Bank’s Funding Cost and rate of return applicable for any loan or overdraft of the same type.

(b) If the Financing Tenor of a loan is less or equal to one (1) year, the interest rate of that loan shall remain unchanged during the Financing Tenor; where the Financing Tenor exceeds one (1) year, the interest rate shall be adjusted on the date falling twelve (12) months and integral multiple of twelve (12) months after the utilization day (if it is an Interest Payment Date) or the next Interest Payment Date (the “Repricing Date”) in accordance with the latest LPR. Where the Financing Tenor is extended, the applicable interest rate shall be adjusted in accordance with the latest LPR on the date of extension.

(2) In relation to any Drawing or Overdraft denominated in foreign currency, If a FCY Market Disruption Event occurs, the rate of interest on that Drawing for that Interest Period or the rate of interest for that Overdraft shall be the rate per annum which is the aggregated sum of the Margin and the higher of (i) the rate which expresses as a percentage rate per annum the cost to the Bank of funding the loan from whatever source it may reasonably select or (ii) such other open market reference rate. The Bank and the Borrower shall negotiate (with period not exceeding three (3) months) to reach agreement to determine the interest rate and/or alternative financing for the affected loan or planned drawdown (as the case may be) and subsequent loans (if relevant), and determine the applicable interest rate. If no alternative solution is agreed upon at the end of the negotiation period (not exceeding three (3) months), the Bank shall have the right to determine a new loan interest rate for the loan and notify the Borrower of such new interest rate.

In this Agreement, "FCY Market Disruption Event" means when the Bank determines, for whatever reason, that there is no sufficiently reasonable means of determining or confirming the interest rate applicable to the loan, or that the Bank is unable or impossible to obtain sufficient deposits in the relevant market to fund any portion of the loan, or that the cost of obtaining the corresponding deposits in the relevant market exceeds the Bank's cost of funds, or when the cost of funds obtained by the Bank from any source for advancing loan exceeds the interest rate of the loan, or when any reference interest rate, base interest rate or interest rate (calculated according to the formula or definition of the relevant term set forth in the facility letter or relevant financing agreement or document) is unavailable, zero or negative.

6 BREAK FUNDING DAMAGE

The Borrower shall pay Break Funding Damage (if any) on the prepaid amount to the Bank on the prepayment date. Break Funding Damage means the net loss of interest income incurred by the Bank as a result of the Borrower's full or partial early repayment of the loan. The amount of the Break Funding Damage shall be calculated by considering all relevant factors, including but not limited to the timing of prepayment, the amount to be prepaid, and the prevailing funding and interest rate upon such prepayment. The Break Funding Damage may be substantial, and the Bank shall, prior to the proposed prepayment, notify the Borrower the estimated amount of the Break Funding Damage payable. If the Borrower has any query on such amount, the Borrower may consult with the Bank for further clarification or confirmation.

The Borrower's liability under paragraph above includes any fees, loans or amounts payable on account of funds borrowed or utilized.

The above paragraphs shall not be applied if the Borrower is a small-and-micro enterprise (scope of which shall be determined by the Bank in accordance with applicable laws and regulations).

7 OVERRIDING RIGHT

If, at any time after the execution of this Agreement, there occurs any change of the international and / or domestic financial markets, political or economic circumstances, currency availability, foreign exchange convertibility or the market practice; any ordination, effectiveness, changes or interpretation of any applicable laws and regulations or governmental rules enacted by central or local legislative authority or administrative authority (including the written statutes and the principle window guidelines interpreted by various authorities); any stipulation on the single customer and obligor exerted by the domestic regulatory authorities and / or Monetary Authority of Singapore which results or may result in the Bank's continuing the funding, execution of funding or maintaining a Drawing or any part thereof becoming impossible, illegal, bringing any material loss to the Bank, causing breach of the applicable laws and regulations, or causing the Bank to be affected otherwise, the Bank shall have the right to review the Facility granted herein and the Borrower hereby acknowledges and agrees that the Bank is entitled to at its sole discretion, by way of prior written notice to the Borrower undertake the following:-

(a) cancel its commitment to fund the undrawn part of the Facility, and the relevant part of the Facility shall be forthwith cancelled; and / or

(b) demand repayment of all monies and liabilities owing to the Bank under the Facility (whether principal or interest or any other monies in relation to the Facility) as determined by the Bank at its absolute sole discretion and the Borrower shall effect the repayment within 15 business days from the date of the Bank's written notice; and / or

(c) adjust any of the interest or margins of the Facility or any part thereof, and the Borrower hereby irrevocably agrees and acknowledges that such adjustment is accepted therewith.

8 EVIDENCE AND CALCULATOIN

Any calculation, certification or determination by the Bank of a rate or amount under this Agreement (including any amount under Derivative Transactions) is, in the absence of manifest error, conclusive evidence of the matters to which it relates and will be binding on the Borrower.

9 FOREIGN CURRENCY TRANSACTIONS

9.1 Currency conversion

If, in any foreign currency transaction entered into between the Bank and the Borrower, the Bank has made a payment in one currency (the "first currency"), the Borrower shall settle such transaction on the agreed date (the "Settlement Date") in such other currency (the "second currency") as agreed between them by paying to the Bank an amount in the second currency equivalent to the amount paid by the Bank calculated at the Bank's spot rate of exchange prevailing at such time on the Settlement Date as the Bank may in its absolute discretion determine for the purchase of the second currency with the first currency.

9.2 Payments on behalf of the Borrower

In any foreign currency transaction entered into by the Bank on behalf of the Borrower, the Bank is not obliged to pay an amount in one currency to or to the order of you on any agreed Settlement Date unless and until the Bank has received from the Borrower on the Settlement Date the agreed amount in such other currency as may be agreed between them.

9.3 Approvals

The Borrower shall obtain all necessary authorizations for any foreign currency transaction with the Bank and the Borrower agrees that performance of the Bank's obligations in respect of such transaction is at all times subject to compliance in such manner as the Bank may think fit with any exchange control or other restrictions or rules from time to time in force in any relevant jurisdiction.

9.4 Currency indemnity

(1) Unless otherwise agreed by the Bank, the currency of each loan and the interest and expenses related thereto should be paid in the currency in which they are incurred.

(2) If the Bank receives an amount in respect of the Borrower’s liability to the Bank or if that liability is converted into a claim, proof, judgment or order in a currency other than the currency (the "contractual currency") in which the amount is expressed to be payable:

(a) the Borrower shall indemnify the Bank as an independent obligation against any loss or liability arising out of or as a result of the conversion;

(b) if the amount received by the Bank, when converted into the contractual currency at a market rate in the usual course of its business is less than the amount owed in the contractual currency, the Borrower shall forthwith on demand pay to the Bank an amount in the contractual currency equal to the deficit; and

(c) the Borrower shall pay to the Bank forthwith on demand any exchange costs and taxes payable in connection with any such conversion.

(3) the Borrower waives any right it may have in any jurisdiction to pay any amount owing to the Bank in a currency other than that in which it is expressed to be payable.

(4) The applicability of the provisions under paragraphs (1) to (3) above when involving RMB as one of the currency for payment or conversion shall be subject to the extent permitted by applicable laws, regulations and rules of the PRC.

10 COMPENSATION

10.1 To the extent permitted by laws and regulations, the Borrower shall on demand indemnify the Bank all expenses (including but not limited to fees of notarization, litigation, external legal advisers, enforcement, auction and any other legal fees) reasonably incurred in connection with the enforcement of or preservation of rights or other remedies under this Agreement or any documents contemplated herein, together with interest from the date the aforesaid expenses are incurred to the date of full payment at such rate as the Bank may prescribe.

10.2 The Borrower shall, immediately upon request by the Bank, appear in and defend at its own cost and expense any action which may be brought against the Bank in connection with this Agreement.

11 NO DEDUCTION

All payments to be made by the Borrower shall be made without any deduction or withholding for or on account of any tax unless the deduction or withholding is required by law. If any tax or amounts in respect of tax must be deducted, or any other deduction must be made, from any amount payable or paid by the Borrower, it shall pay such additional amounts as may be necessary to ensure that the Bank receives a net amount equal to the full amount which it would have received had payment not been made subject to tax or any other deduction. The Borrower shall pay all taxes or similar charges due with respect to all payments made by it to the Bank and shall provide the Bank with evidence satisfactory to the Bank that each such payment has been paid to the relevant taxing authority within the time allowed by law.

12 RIGHT OF DEBIT

Without prejudice to any other rights that the Bank may have, the Bank shall have the right (without being obliged to) at any time without prior notice to debit the Borrower’s current account and/or to debit the balance of the overdraft facility (if any) with all accrued interest, unpaid loan installments of principal and interest, overdue trust receipts, term bills, outstandings in respect of performance guarantees, indemnities, bonds, fees, commissions, charges, the costs and expenses stated in Clause 10 above and all other monies due on the credit line provided no such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount in credit in the Borrower’s current account) or a waiver of any event of default under this Agreement or any other agreement relating to the credit line. If such debiting causes the Borrower’s account to be overdrawn, interest shall be payable accordingly.

13 WAIVER WITHOUT PREJUDICE

No failure to exercise, or any delay in exercising, any right or remedy by the Bank under this Agreement shall operate as a waiver of any such right or remedy. The Bank may neglect or forbear to enforce any of the terms in this Agreement or waive on such conditions as it deems fit any breach by the Borrower of the same without prejudice to its right at any time afterwards to act strictly in accordance with the originally agreed terms in respect of the existing or subsequent breach. No single or partial exercise of any right or remedy shall prevent the Bank from any further exercise of such right or remedy or exercise of such right or remedy in other way or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

14 RIGHT OF SET OFF

14.1 The Bank shall be entitled (but shall not be obliged) at any time and without notice to the Borrower to combine, consolidate or merge all or any accounts and liabilities of the Borrower with and to the Bank whether singly or jointly with any other person and may transfer or set off any sums in credit in such accounts in or towards satisfaction of any of the Borrower's liabilities (whether actual or contingent, primary or collateral and if such liabilities has not yet matured, the Bank may take any action to accelerate the maturity date).

14.2 The right of set-off referred to in clause 14.1 above shall be exercised regardless of the place of payment, the branch through which the Bank is acting or currency of either liability. If any of the accounts in credit referred to in clause 14.1above is expressed in a currency other than the currency of liabilities, the Bank may convert either liability at the applicable rate of exchange determined by it in accordance with the applicable laws, regulations and rules at the time of set-off.

14.3 If any of the liabilities referred to in clause 14.1 above is unliquidated or unascertained, the Bank may set off an amount estimated by it in good faith based on its records and other relevant considerations.

15 REPRESENTATIONS AND WARRANTIES

To induce the Bank to make the Facility available to the Borrower, the Borrower represents and warrants as follows, and undertakes that such representations and warranties as follows are true at the date hereof and will remain true before all outstanding sums hereunder have been wholly repaid to the Bank:

(1) *Company Validity*: the Borrower is a [**limited liability company / stock company (as the cases may be] duly organised and validly existing under the laws of the place where it is incorporated; the Borrower has full capacity, authorization and legal right to own and/or manage its assets and business operation;

(2) *Capital Adequacy*: The Borrower's shareholder(s) have fully paid up the registered capital or any increased registered capital within the time limits prescribed under applicable laws and regulations and the articles of association;

(3) *Performance Powers*: the Borrower has the power to fulfil at any time all its obligations hereunder now and hereafter;

(4) *Binding Obligations:* the Facility Letter has been duly accepted by the Borrower and will constitute legal and valid obligations binding on it and enforceable in accordance with its terms;

(5) *Due Authorization*: all corporate approval and/or other internal authorizations required for the execution and delivery by the Borrower of this Agreement and the performance by the Borrower of its obligations hereunder have been obtained; all other necessary approvals, registrations, authorizations, consents, permissions or other related procedures (including but not limited to announcement at stock exchange (if applicable)) required for the execution and performance of this Agreement has been obtained and completed;

(6) *No Filing*: in accordance with laws of relevant jurisdiction, this Agreement does not need to be filed, recorded or registered with any court or other authority of such jurisdiction;

(7) *Credit Status:* the Borrower has good credit standing and has no bad record;

(8) *No Insolvency*: the Borrower has not taken any corporate action as winding up, dissolution or reorganisation of itself, or designating a liquidator, trustee or otherwise for itself or any of its assets or revenues, and to the best of its knowledge, nor have anyone taken any steps or started any legal proceedings, or threatened against it, and it is not insolvent nor unable to pay its debts as they fall due;

(9) *No Breach*: no Event of Default or potential Event of Default has occurred and continuing, the acceptance of the Facility and of the terms and conditions of this Agreement, and of each Drawing and/or Derivative Transaction does not and will not constitute an Event of Default, a breach of any current laws or regulations, provisions in the Borrower's articles of association or any other constitutional documents, any limitations to it, or any terms of collateral, contract, undertaking or restriction, and an event of default under any other agreement to which it is one party;

(10) *Facility application documents:* the Borrower ensures and undertakes that all documents and materials provided for Facility application are authentic, integrated and valid;

(11) *Account Statement*: The Borrower's latest annual report and audited account statement are true and accurate in all respects, and show a true and fair view of the Borrower's financial position as at the date of such accounts, making full disclosure of all debts (including contingent debts or otherwise) and of all financial commitments of the Borrower for the time being, and no material changes have occurred, and, in particular, the net assets of the Borrower has not deteriorated, nor has the Borrower entered into any agreements that might bring it material burdensome or created any collateral; and

(12) *No litigation*: the Borrower is not engaged in any litigation, arbitration or administration proceedings which is against it, nor, to the best of its knowledge, it is engaged in any pending litigation, arbitration or proceedings or threatened by them;

(13) *Real transaction background:* any underlying transaction documents submitted by the Borrower to the Bank for the purpose of applying for Facility are legal, valid and enforceable, and that the trading background for such underlying transaction is true and correct.

(14) *No repeated financing:* in respect of any invoices provided to the Bank for the purpose of obtaining financing, the Borrower has not re-submitted, and will not re-submit the same to the Bank or any third party to obtain any form of financing.

(15) *Status of controlling shareholder(s) of the Borrower:* The controlling shareholder(s) of the Borrower shall have good credit standing and has no bad record;

(16) *The Borrower warrants that:*

(a) The borrowing matters, borrowing purpose (including but not limited to the Fixed Assets Project) and repayment source hereunder are in line with the applicable laws and regulations;

(b) Where the Facility (or part of it) is to finance the Fixed Assets Project:

(i) the Fixed Assets Investment Project complies with the relevant laws and regulations regarding the investor's qualification requirements, the business qualification, the industry, land, environmental protection, etc. and has duly performed the legal management procedures for the Fixed Assets Project;

(ii) the Fixed Assets Project shall comply with the relevant provisions on project capital injection, if the actual investment amount of the Fixed Assets Project exceeds the estimated investment amount, the Borrower shall add investment amount by itself to complete the Fixed Assets Project. If the Bank decides to increase Facility upon re-evaluation and approval, the Borrower shall ensure to add matching investment amount which shall not below the project capital proportion requirement and provide additional securities; and

(17) If the Facility (including but not limited to standby letter of credit and/or bank guarantee) are used to guarantee debt owed by an offshore obligor (the "Offshore Debtor") to an offshore creditor, the Borrower warrants that:-

(a) The Offshore Debtor is a [**limited liability company / stock company (as the cases may be] duly organised and validly existing under the laws of the Offshore Debtor's place of incorporation, the borrowing matters, purpose and repayment source hereunder are in line with the applicable laws;

(b) Without prior consent from SAFE, the monies received by the Offshore Debtor shall not be repatriated and used onshore directly or indirectly through a third party in the form of securities investment;

(c) The funds under the guarantee shall only be used for relevant expenditures within the normal business scope of the Onshore Debtor, and shall not be used for arbitrage or any other speculative transactions by means of fabricated trading backgrounds. The Borrower should provide the Bank with written report every half year about such capital usage by the Offshore Debtor.

(d) The Borrower agrees and undertakes that the Bank is entitled to check whether the capital acquired by the Offshore Debtor is used for the purpose as stipulated herein by accounting analysis, receipt examination or on-site investigation, etc. The Bank shall be entitled to take effective measures in response to the check result;

(e) If the Facility is secured by offshore collaterals, the Borrower undertakes that, when entering into Cross-border Security contract with the Bank, it (and to the best of its knowledge, the offshore security provider) is not aware of or should not be aware of the fact that the obligation to perform the cross-border security contract is sure to occur.

16 REPRESENTATION & WARRANTIES RELATING TO ENVIRONMENTAL, SOCIAL AND GOVERNANCE ISSUES

16.1 Until all outstanding sums hereunder have been repaid in full, the Borrower represents, warrants and undertakes at all times that:

(a) You shall (i) fully comply with the ESG Laws; (ii) obtain, maintain and ensure compliance with the terms and conditions of all required ESG Permits; and (iii) implement policies and procedures to ensure compliance with the ESG Laws; and

(b) You shall not, directly or indirectly, conduct business or have operations in UNESCO World Heritage Sites, RAMSAR Wetlands, forests of high conservation value or sites with critical natural habitats; and

(c) You shall not, directly or indirectly, be involved in the exploitation of labour (including forced labour and/or child labour); and

(d) You shall not, directly or indirectly, purchase or acquire any material or supply from controversial sources which may include sources that contribute to the violation of any ESG Law; and

(e) You shall ensure that your operations and business do not and will not, directly or indirectly, result in the contamination of soil, water and air. You shall also have measures in place to manage or mitigate the risk and impact of air, soil and water pollution;

(f) You have not been convicted for violations of any ESG Law and no ESG Claim has been commenced or is threatened against you;

(g) Your operations do not result in the violations of the rights of local communities; and

To include clause (h) if the Borrower is in the agriculture industry

(h) You shall not be involved in and/or you have not been convicted by the government for animal cruelty; and

To include clause (i) and (j) if the Borrower is in the (1) agriculture industry or (2) forestry industry

(i) You shall not be involved in and/or you have not been convicted for illegal logging operations and/or slash and burn practices; and

(j) You shall not be involved in the trade of endangered species and/or you have not been convicted by the government for trading in endangered species as defined by the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES); and

To include clause(k), (l) and (m) if the Borrower is in the metals and mining industry

(k) You shall have a responsible closure plan for mines; and

(l) You shall not be involved in the mining, processing or sales of metals for manufacturing of weapons such as uranium; and

(m) You shall not, directly or indirectly, be involved in illegal mining or trade in rough diamonds, conflict diamonds or other precious stones and gems; and

(n) All information provided by you for the purposes of ESG due diligence by the Bank, is true and accurate in all material respects as at the date if was provided and is not misleading in any respect.

16.2 You shall, promptly upon becoming aware, notify the Bank in writing of:

(a) any non-compliance with any provision under this clause; and

(b) any ESG Claim against you; and

(c) any fact or circumstance which may result in any ESG Claim being commenced or threatened against you.

For the purpose of this clause:

"ESG Laws" means all applicable environment, social and governance laws and regulations, in the jurisdiction(s) in which you operate and conduct business, which relate to the protection and/or violation of environmental, social and governance issues.

"ESG Permits" means any applicable permit, licence, certification and/or other authorisation that is required under any ESG Law to carry on your operation and business.

"ESG Claims" means any notice, claim, proceeding or investigation in connection with any ESG Law and/or ESG Permit by any person or entity.

17 GENERAL COVENANTS

From the acceptance date of the Facility Letter, as long as any sum remains or may be outstanding under the Facility, the following undertakings remain in force at all time.

(1) The Borrower undertakes to comply with all laws applicable to it, including to use the loan proceeds under the Facility in accordance with applicable laws. The Borrower shall not on-lending the loan proceeds whether directly or indirectly, to any party including any corporation/party connected or related with the Borrower in any manner whatsoever. The Borrower shall timely provide the Bank with record and materials relating to the use of loan proceeds under the Facility.

(2) The Borrower shall not, without the Bank's prior written consent (which will not be unreasonably withheld), amend or alter any of the provisions in its Memorandum & Articles of Association relating to its borrowing powers and principal business activities.

(3) The Borrower shall seek the Bank's consent before it engages in merger and acquisition, division, equity transfer, shareholding reform and making investment, providing security for others, substantial increase of debts (including but not limited to financing with large amount), assets sale, bankruptcy liquidation (the Borrower undertakes to notify the Bank immediately upon its awareness of the bankruptcy/liquidation events which are not initiated by the Borrower) or registered capital reduction which may affect the Borrower's solvency, and the Bank is entitled to

participate in the foregoing events at its own discretion for the purpose of protecting its credit rights.

(4) The Borrower shall promptly report to the Bank all intra group transactions that exceed 10% of the Borrower's total net assets (including transactions without specific amount or transactions with nominal amount). The report shall include information on the relationship of the parties to the transaction, nature of the transaction, transacted price and its pricing policy.

(5) The Borrower shall always act in honest and trustworthy, timely provide authentic, complete and valid materials (including but not limited to the Facility application documents) to the Bank, and assist the Bank in the management of advancing loan proceeds under the Facility, post-loan administration and relevant inspections.

(6) Without prejudice to paragraph (3) above, the Borrower undertakes that it shall immediately inform the Bank upon the occurrence of any event which may have Material Adverse Effect on its ability of making repayment.

(7) The Borrower shall, promptly upon becoming aware of the same, notify the Bank the details of any litigation, arbitration or administrative, judgmental, procuratorial, supervisory or other investigation proceedings in accordance with laws which are current, threatened or pending against it and/or any of the Security Provider, and which, if adversely determined, may have a Material Adverse Effect.

(8) In respect of the Fixed Assets Loan, Working Capital Loan (including the Overdraft), Merger and Acquisition Loan, the Borrower hereby agrees that the Bank shall be entitled to manage and control the payment of funds under the Facility according to relevant laws and regulations, monitor the Facility Granting Account, the Repayment Account, Project Incomes Account and/or the Funds Recovery Account and examine/supervise the utilization of the Facility at any time, and adopt measure for the abnormal situation.

(9) In respect of the Fixed Assets Loan, the Borrower undertakes:-

(a) to submit quarterly report to the Bank in respect of the cash flow status of the Fixed Assets Investment Project and the over-all cash flow status of the Borrower, and comply with the Bank's dynamic monitoring and the measure adopted by the Bank for the abnormal situation;

(b) to comply with the Bank's dynamic monitoring and re-evaluation mechanism for the Collateral and the measure adopted by the Bank for the variance condition.

(10) In respect of the Working Capital Loan (including the Overdraft), the Borrower consents that the Bank is entitled to request the Borrower to prepay the loan according to the Borrower's fund collection status.

(11) In respect of the Derivative Line, the Borrower undertakes that:-

(a) all settlement, transfer, exchange, trading and any other banking business of the funds under or in connection with the Derivative Transaction shall be processed and handled by the Bank;

(b) there is no event or material ligation or pending or threatened claim which could be expected to have Material Adverse Effect on the Derivative Line and any transaction thereunder.

18 OTHER CONDITIONS

(1) The Facility above shall be subject to all necessary approvals from the relevant authorities in the PRC.

(2) Know Your Customer Checks: the offer and the disbursement of the loan proceeds are conditional upon the Bank performing "Know Your Customer" (KYC) due diligence on the Borrower and any third party Security Provider and being satisfied with the results thereof.

(3) The Borrower shall pay in full on its own account all amounts payable by the Borrower under or in connection with this Agreement, including stamp duty or similar taxes applicable to it.

(4) If the Facility (including but not limited to standby letter of credit and/or bank guarantee) are used to guarantee debt owed by the Offshore Debtor to an offshore creditor and such offshore debt is in connection with following special transactions, relevant rules shall be applied accordingly:

   (a) Where the subject of the guarantee is the repayment obligation under a bond offering by the Offshore Debtor, the equity of the Offshore Debtor shall be held, directly or indirectly, by the domestic institutions.

   (b) Where the proceeds under offshore financing are used to acquire, directly or indirectly, the equity (including the establishment of new overseas enterprises, acquisition of the equity of existing overseas enterprises, and capital increases in overseas enterprises) or the debt of any other overseas institution, such investments shall comply with policy guidance and the provisions of the relevant departments of the PRC regarding overseas investments;

   (c) Where the obligation secured by the Bank is the payment obligation under the derivative transactions of the Offshore Debtor, the derivative transactions of the Offshore Debtor shall be carried out for the purpose of stopping losses or hedging, shall be consistent with the scope of its main business, and shall be duly authorized.

(5) If the Facility is secured by offshore collaterals:

   (a) Upon submitting an application to the Bank, the Borrower shall provide the Bank with authentic and complete information on debt defaults, the external debt registration, and debt servicing under the onshore loan secured by offshore collateral which have been carried out by the Borrower.

   (b) At the time of accepting the Facility Letter and/or applying for new loan, there is no outstanding debts owed by the Borrower to the offshore guarantor (such debts were incurred due to the performance of offshore security by the offshore guarantor); otherwise, the Borrower shall obtain SAFE approval for its acceptance of the Facility Letter or application of new loan.

(6) The Bank shall be entitled to closely monitor the significant warning signals in the business operations, management, finance, capital flow and other aspects of the Borrower, and take effective measures such as requesting the Borrower to prepay the Facility and requesting more security arrangements to prevent credit risks under this Facility Letter; and the Borrower shall provide due assistance in terms of the above.

(7) The Bank shall be entitled to examine and supervise the actual utilization of the

Facility by account analysis and dispatching the relevant personnel to conduct on-site investigation at the Borrower's business premise or off-site investigation at regular intervals or occasionally to verify whether the payment of loan proceeds conform to agreed purpose or whether the Borrower splits a large amount of loan proceeds into several small payments. The Borrower shall provide reasonable assistance to facilitate such review, examination or inspection.

(8) The Borrower agrees and authorizes that the Bank shall be entitled to check, at any time, with the Borrower's "Anti-Fake and Tax Control Invoicing System" (if applicable) or similar information system ("Checking System"). In the case that the Borrower breaches the forgoing stipulation and/or according to the results based on the forgoing checking, the Bank shall, from time to time at its sole discretion, be entitled to modify and/or add additional manners for granting and utilization of the Facility, stop further granting and utilization of the Facility, demand the Borrower to prepay all or part of the monies or provide supplemental security in the form and substance satisfactory to the Bank. The Borrower agrees and warrants to cooperate with the Bank;

(9) In respect of the Derivative Line:

(a) The Bank shall be entitled to evaluate the maturity of the Borrower according to the nature of its business and its past experiences in conducting Derivative Transactions, classify the Borrower on the basis of the evaluation results, check the reasonability of the classification results at least once a year and conduct timely risk management evaluation at the Bank's absolute discretion.

(b) The availability of the Derivative Line shall be subject to periodic review (including but not limited to the above appropriateness evaluation). The Bank, at its absolute discretion, has right to reduce, terminate or unconditionally cancel the Derivative Line, or to vary or modify the terms and conditions thereof, or to demand immediate repayment of all monies and liabilities owing to the Bank under such Derivative Line (whether actual or contingent in nature).

(c) If the Borrower fails to provide authentic and reliable written confirmation and/or other documents (to the satisfactory of the Bank) to demonstrate its real underlying needs for the use of the Derivative Line or fails to perform any of its other relevant obligations hereunder, and thus caused any loss and/or damage to the Bank, **the Borrower shall be fully responsible and shall fully indemnify the Bank for such loss and/or damage**.

19 FINANCIAL CRIME PROVISIONS

19.1 The Borrower undertakes and commit that nothing listed below exist. Without prejudice to other provisions of this Agreement and subjection to legal and compliance requirements, we shall be entitled to take all actions we consider appropriate:

(1) if the Borrower initiates, engages in or effects any transaction (directly or indirectly) in connection with fraud, money laundering, terrorism financing, bribery, corruption, or tax evasion ("Financial Crime"); or

(2) if the Borrower is or becomes, or is or becomes associated with, or any asset is or becomes associated with, an individual and/or entity named in any list under any sanctions, freezing, antiterrorism or other related or similar programs

enforced and administered by competent regulatory authorities or bodies with relevant connections ("Sanctions Compliance"); or

(3) the Borrower violates or may violate the prohibitive requirements listed in the economic sanctions laws and regulations promulgated, enforced, or implemented by applicable jurisdiction, including prohibitive assistance, or export control regulations.

19.2 Arising from any concerns that we have relating to Financial Crime, Sanctions Compliance, export control, or compliance regime of anti-money laundering, anti-terrorism financing, and internal control, etc., we may, at our absolute discretion and without any notice to the Borrower:-

(1) close all accounts and terminate all services the Borrower has with us;

(2) delay, block or refuse the making or clearing of any payment, the processing of instructions or the application for services or the provision of all or part of the services;

(3) suspend, terminate and/or recall any or all advances or loans, credit or other financial or banking facilities (committed or uncommitted), accommodation, financial assistance or services and demand repayment of all sums outstanding; and/or

(4) make reports and take such other actions as we may deem appropriate (including but not limited to requesting the Borrower to provide further relevant information, requesting the Borrower to stop violations of sanctions, requesting the Borrower to make commitments on specific matters, etc.), the Borrower agrees that it shall comply with such requests in a timely manner.

19.3 The Borrower agrees to hold us harmless, indemnify us and keep us indemnified from and against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgments, suits, costs (including, but not limited to, legal costs on a full indemnity basis), expenses and disbursements of any kind whatsoever which we may suffer or incur in connection with or arising from any breach by the Borrower of this undertaking.

20 SECURITY

(1) The Bank, to the extent permitted by applicable law, holds all of the Borrower's Assets (including those assets held to the Bank's order or for the Borrower's account (whether for safe custody, collection, security or for any specific purpose or generally)) as continuing security for the payment and discharge of all obligations of the Borrower to the Bank.

(2) The Bank may (at any time, without prior notice to the Borrower or any other person and in such manner as the Bank thinks fit and as permitted by applicable law, regulations and rules) sell, dispose of or otherwise deal with any of the Borrower's Assets which are subject to security interest created pursuant to this Agreement.

(3) The Bank may apply the net proceeds of any sale, disposition or dealing pursuant to paragraph (2) above in or towards discharge of the Borrower's obligations to the Bank.

(4) The Borrower shall maintain insurance cover against losses or damages with financially sound and reputable insurers acceptable to the Bank with respect to the Borrower's Assets which are subject to security interest created pursuant to this

Agreement.

(5) The Borrower shall, immediately upon request by the Bank:

(a) execute and deliver to the Bank one or more Security Documents in form and substance satisfactory to the Bank over any of its Assets as the Bank specifies in any such request;

(b) obtain all necessary approvals for and/or register or procure the registration of the security interest created under this Agreement with the appropriate authority(ies) (if required); and

(c) provide such further security in such form as may be required by the Bank and in amounts and/or values sufficient in the opinion of the Bank to secure any of its obligations to the Bank.

(6) If the market value of any Collateral (including immovable property) falls below what the Bank considers to be an adequate security margin, the Bank shall be entitled, without prejudice to any other rights that the Bank may have, to reduce the credit limits and/or withhold further disbursement; and/or to require repayment of such amount as the Bank may specify including prepayment of any loan provided that no liquidated damage for prepayment shall be charged on such prepayment; and/or to require additional security to be furnished.

(7) If there is any change in law and such change causes noncompliance of the current Security Arrangement with the latest laws, the Bank reserves its right to adjust the security arrangement under the Facility Letter at its sole discretion.

21 APPLICATION OF MONEYS

If any sum paid or recovered in respect of the Borrower's liabilities under this Agreement is less than the amount then owing, the Bank may apply that sum to interest, fees, principal or any amount due in such proportions and order and generally in such manner as the Bank thinks fit or may credit the same or part thereof to a suspense account if the Bank thinks fit.

22 PERIODIC REVIEW

Notwithstanding the Facility Letter and any provision provided therein, any Facility granted by the Bank to the Borrower is subject to periodic review. To the extent permitted by law and without prejudice to other rights and remedies of the Bank, the Bank may at is sole discretion (1) terminate or cancel the Facility or any part of it at any time and require the Borrower to repay all sums and liabilities owed by the Borrower to the Bank under the Facility (whether actual, contingent or other) immediately; and/or (2) vary, change (including downward adjustment of Facility) the Facility or any part of it from time to time or change or modify terms and conditions (including interest rate) of bank facility at any time.

23 AUTHORIZATION AND DISCLOSURE OF INFORMATION

23.1 **The Bank and its employees shall have the responsibility to maintain confidentiality of the Borrower's information and transaction, unless otherwise provided by applicable law. During the Bank's processing (including but not limited to the collection, storage, usage, processing, transmission, provision, disclosure and deletion) of the Borrower's information and transaction information, the Bank shall follow the principles of lawfulness, justification and**

necessity, and the Bank shall establish and strengthen the internal management systems, improve the information security technical protection measures, prevent the disclosure and abuse of such information, and take effective measures to strengthen the protection of such information, for the purpose of protecting the security of information.

23.2 **The Borrower agrees and authorizes that, the Bank, its officials, employees, agents or any other persons who by reason of their capacity or office necessarily have access to the Bank's records, correspondence or any material relating to the Borrower, the Account and the transaction (hereinafter referred to as "Bank and Related Persons"), shall have the right to use various methods such as written, dialogue, fax, mail, electronic media and channels, being provided by the Borrower, UOB Group Banks or related institutions and individuals, and being obtained in accordance with the law (including but not limited to from credit reporting agencies or information service providers, relevant government agencies, authorities, industry organizations, employers, officials, counterparties, co-applicants, contacts, relatives of aforesaid individuals (if necessary), formed through information available through the UOB Group Banks, public channels, and other related institutions/individuals, etc. (whether domestic or overseas)), successively collect and obtain information about the Borrower, the Borrower's Account and transactions, as well as information and data on related matters (including Personal Information and data of the Borrower and related individuals, collectively referred to as "Customer Information").**

Among them, "Personal Information" refers to various information recorded in written, electronic or any other means that can be individually or combined with other information to identify a specific natural person and various information related to an identified or identifiable natural person or reflect personal situation, as well as related personal records and certification documents and their copies, including all Personal Information provided by the Borrower to the Bank, including but not limited to the Personal Information of the Borrower's spouses, children, relatives (apply if the borrower is an individual person), related persons, affiliates, partners, company shareholders, directors, supervisors, managers, employees, agents, guarantors, hired or entrusted personnel, and all other related personnel, etc. For the avoidance of doubt, the aforementioned Personal Information may also contain sensitive Personal Information, referring to Personal Information that, once leaked or illegally used, will easily lead to infringement of the human dignity or harm to the personal or property safety of a natural person, including biometric recognition, religious belief, specific identity, medical and health, financial account, personal location tracking and other information of a natural person, as well as any Personal Information of a minor under the age of 14. The Bank may process sensitive Personal Information only when there is a specified purpose and sufficient necessity and there are strict measures adopted for its protection.

23.3 **The Borrower agrees and authorizes that, the Bank and Related Persons, for any reason and purpose which the Bank and Related Persons considers appropriate, necessary or desirable (including but not limited to, business development and operation, marketing, promotional and/or cross-selling purposes, business approval and processing, control and risk management, data analysis, product development, outsourcing services, insurance, evaluation auditing, compliance**

with obligations under applicable laws, reporting to the corresponding supervisory authority, and/or the purposes related to collection, mediation, litigation, arbitration, dispute resolution, transfer, etc.), or towards compliance with applicable laws and regulations, shall have the right to process, by ways of collection, storage, usage, processing, transmission, provision, disclosure and deletion, etc., the Customer Information, and provide or disclose all or part of the Customer Information collected and obtained by the Bank in preparing and providing products and services to the Borrower and fulfilling customer-related contracts (including but not limited to the Account, financing, products, transactions, etc.) to the following persons or organizations or under following circumstances (whether within or outside the PRC):

(a) to affiliates and related persons of the Bank wherever located, include their officials, employees, agents and related organizations and persons entrusted by them who are necessary to access relevant Customer Information for the aforementioned purposes or reasons;

(b) to any person or organization providing electronic or other services to the Bank, for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;

(c) to any person or organization which is engaged by the Bank for the purpose of performing or in connection with the performance of services or operational functions of the Bank where such services or operational functions have been out-sourced;

(d) to the PRC regulator or the governmental officer and the industry organization personnel conducting an investigation under the law;

(e) to other banks, other financial institutions, and credit consulting companies or credit investigation agencies (usually including credit information of the Borrower and /or the Personal Information provided by it);

(f) in any legal mediation, arbitration, judicial proceedings and other dispute resolution to which the Bank is a party involved in the dispute or is requested by the Borrower where the Customer Information and/or transaction(s) pertaining to the Customer Information may be a relevant issue;

(g) to the Bank's agents for the purpose of printing statements of Account, confirmation advices or notification advices, correspondence or any other documents;

(h) to other banks, financial institutions or non-financial institutions, trader or other party accepting the use of the ATM card and/or receiving authorization from banks or conducting transactions and their respective agents or contractors, regardless of whether such transactions are otherwise authorized by the Borrower;

(i) to the potential or actual assignee or participant of the Bank, the assignee of the relevant rights of the Bank against the Borrower, the transferee of all or any part of the Bank's assets or business, or other person whose right is related to the Borrower, or affiliate, representative or counsel of such other person;

(j) to any agent, representative or third party service provider who offers administrative, telecommunications, computer, payment, securities

clearing or any other services to the Bank in connection with the operation of the business of the Bank, or the auditors or legal counsels of the Bank, for the purpose of preparing, conducting and managing business and related matters; and/or

(k) **to the extent permitted by the applicable law of the PRC, the provision to others or the disclosure of the Customer Information is made by the Bank as required by the law.**

23.4 **Where any banking credit has been granted at any time to the Borrower, or where the Bank accepts or incurs any liability at the request of the Borrower, the Borrower also consents to the Bank disclosing at any time and without notice, information concerning the Borrower, any Authorised Person, the money or other relevant particulars of the Account to any surety or other person who has undertaken liability or provided security for the Account or the Borrower, and/or any other person to whom the Bank views it as necessary to provide such information in the course of the Bank's preservation and/or enforcement of such security.**

23.5 **The Borrower understands and accepts the scope and particular circumstances for the disclosure of the information (among others, including Personal Information) as specified above. The Borrower has been aware and agreed that the Bank may process the Customer Information (among others, including Personal Information) in accordance with these terms and conditions. The Borrower also understands that the Bank's processing of Customer Information in accordance with applicable laws and these terms and conditions will not result in the misuse of the Customer Information in the normal conditions. However, it cannot be ruled out that a third party may, due to willful misconduct or gross negligence, conduct the misuse or commit acts that infringe upon the confidentiality of such Customer Information, and the Borrower may suffer losses as a result thereof.**

If the Borrower disagrees that the Bank uses such information to market banking products or services, the Borrower may contact the Bank to expressly reject the authorization or consent for such use. Such refusal will not cause substantial obstacles or other adverse effects on the provision of services by the Bank to the Borrower or the use of the Bank's products and services by the Borrower. After the Bank receives a clear rejection instruction from the Borrower, such information will no longer be used to directly contact the Borrower and/or provide the Borrower with the promotion and introduction of relevant product and service information.

For the avoidance of doubt, the Borrower hereby specifically confirms and warrants that all the information provided to the Bank, including but not limited to the Customer Information and Personal Information, has obtained the required authorization and/or consent in accordance with applicable laws. For the purpose of these terms and conditions and all related agreements, the Bank does not need to obtain further authorization and/or consent from any related parties. The Borrower further warrants that the Bank shall be exempt from any kind of liabilities for any actions taken in accordance with these terms and conditions, and the Borrower shall be fully responsible for any and all claims suffered by the Bank due to any actions taken in accordance with these terms and conditions and handle such claims independently, and the Borrower shall indemnify the Bank for any losses and/or possible losses， any expenses and/or possible expenses (including but not limited to legal fees) incurred and/or may

incur by the Bank in accordance with these terms and conditions.

23.6 **Without prejudice to the generality of the other items of Clause 23, the Borrower consents and authorizes the Bank and Related Persons to disclose the following information to the third party in the payment instruction accompanying the wire transfers:**

(a) **the Borrower's name;**

(b) **the Borrower's Account number or unique reference number, as the case may be;**

(c) **the Borrower's address, unique identification number and/or date and place of birth; and/or**

(d) **other information required by the applicable laws and regulations, related to this electronic transfer or deemed appropriate by the Bank.**

23.7 **This Clause 23 shall govern the scope related to and every aspect of the Account opening, wealth management, financing and all other products and services of the Bank used by the Borrower. The Bank shall store the Customer Information for the minimum period necessary for achieving the purpose of processing within the scope as permitted by applicable laws. For the clearer and broader consent than that of this clause obtained by the Bank from the Borrower, regardless of whether such consent is given before or after the Borrower's agreement to this clause, this clause shall be meant as a supplement to it, rather than replacing the authorization obtained by the Bank under such consent.**

23.8 **Where any further processing of the Customer Information is required for the purpose of providing more convenient, fast and personalized products, services or functions to the Borrower, and the Borrower's consent or separate consent is required by the applicable laws and regulations, the Bank shall notify the Borrower of relevant matters concerning the processing of the Customer Information in one or more forms, including requiring the Borrower to sign or click to confirm the agreement, clicking the confirmation page or pop-up prompt, and filling and submitting information voluntarily, and obtain the consent or separate consent (if applicable) of the Borrower prior to the processing of the Customer Information.**

23.9 **The Borrower hereby acknowledges and agrees that, the privacy policy and its updates from time to time published on the official website of the Bank (visit at: http://www.uobchina.com.cn) constitute part of the legal documents between the Borrower and the Bank. As for the matters regarding on the personal information processing not mentioned in this Clause 23, the Borrower shall further refer to and comply with the aforementioned privacy policy. In the event that the Borrower needs to access, copy, correct, supplement or delete the Borrower's Personal Information or withdraw the relevant authorization and consent in accordance with applicable laws, the Borrower may contact the Bank. The Bank will promptly respond to the Borrower's relevant rights subject to applicable legal requirements. However, please note that the Borrower's withdrawal of consent will not affect the effectiveness of the Personal**

Information processing activities carried out by the Bank based on the Borrower's consent before the withdrawal.

23.10 **The Borrower hereby acknowledges that, the Bank's processing of Customer Information based on this clause will not constitute any breach of the obligations of the Bank to the Borrower, including, without limitation, the confidentiality obligation (if any), and the Bank will not be liable for any breach of contract, tort or indemnity to the Borrower or other persons in connection therewith.**

24 DISCLAIMER

24.1 Save as otherwise provided by applicable law, regulations and rules, the Bank shall not be liable to the Borrower for any action taken or not taken by it under this Agreement unless directly caused by the Bank's gross negligence or wilful misconduct.

24.2 Notwithstanding that the Borrower may have given instructions to the contrary, the Bank shall not be liable to the Borrower for any loss or damage which may be caused by the Bank acting in accordance with applicable laws, regulations or rules (including rules and regulations of the various payment systems), or with the terms of the Bank's agreements with other banks or financial institutions or exchanges or clearing house regarding the transaction of business with those banks or institutions, unless directly caused by the Bank's gross negligence or wilful misconduct.

25 SEVERABILITY

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

(1) the validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(2) the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

26 SUCCESSORS AND ASSIGNEES

(1) The Borrower shall not assign or transfer any of its rights or obligations hereunder or otherwise with respect to the Facility without the Bank's prior written consent and approval.

(2) The Borrower hereby gives its consent for the Bank to transfer, assign or novate all or any of it's benefits, rights and/or obligations hereunder or in connection with the Facility to the Bank's affiliate, any bank, any financial institutions or any third party at any time. The terms herein shall be binding and ensure to the benefit of the Bank's successors in title and permitted assigns and shall continue to be binding on the Borrower, notwithstanding:

- (a) any changes in the name and the constitution of the Bank; or
- (b) the consolidation or amalgamation of the Bank into or with any other entity and in such event, such entity shall thereupon substitute for the Bank and this Agreement shall continue in force as between the Borrower and such entity.

(3) If required by the Bank, the Borrower shall execute and deliver all such documents and co-operate with the Bank and/or its successors in title and permitted assigns to give effect to the transfer, assignment and/or novation.

(4) The Bank may at any time transfer to any one or more financial institutions all or part of its rights and interest hereunder and in that event the assignee shall have the same rights against the Borrower as though it would have had if it had been a party hereto.

(5) This Agreement shall continue to be valid and binding notwithstanding any change in the Borrower's constitution, if a corporation or any other organization, by amalgamation, consolidation, reconstruction or otherwise, and if a partnership, by retirement, expulsion, death, admission, accession or change of any partners or otherwise.

27 CONFLICT OF TERMS

In the event of any conflict or inconsistency between the provisions of this Agreement and any provisions of any agreement between you and the Bank, the latter shall prevail.

B. THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE SPECIFIC FINANCINGS REFERRED TO IN THE FACILITY LETTER

28 OVERDRAFT

The Overdraft is subjected to periodic review and all outstandings are repayable on demand in accordance with the request(s) of the Bank notwithstanding anything contained in this Agreement or in any Security Document.

29 LETTER OF CREDIT

The Borrower undertakes that there is no restriction / prohibition for the import of goods referred to in the letters of credit which was issued under the Facility. If import permit is required, the Borrower shall maintain a valid import permit and submit the original of this document to the Bank if necessary.

30 GUARANTEES, BILLS ETC

The Bank shall have the right to debit the Borrower's current account at any time and set aside the amount debited to cover the Borrower's contingent liabilities to the Bank whether on performance guarantees, bank guarantee, commercial credit, term bills, letters of credit or in any other manner whatsoever.

C. DEFINITION AND INTERPRETATION

31 DEFINITION

31.1 Unless otherwise defined or interpreted herein, terms defined or interpretation in the Facility Letter shall have same meanings when used herein.

31.2 In this Agreement:

(1) "Agreement" means the agreement between the Borrower and the Bank constituted by the provisions herein and in the Facility Letter upon the Borrower's acceptance of the Facility Letter;

(2) "Assets" including present and future properties, revenues and rights of every description;

(3) "Bank's Funding Cost" means the cost to the Bank of raising funds from any source it reasonably chooses.

(4) "Business Day" means any day (other than a public holiday) on which the Bank is open to the public for business;

(5) "Collateral" means any asset, property, bill or other rights and interests mortgaged,

pledged or provided in any other ways in favor of the Bank to secure any facility in accordance with the Facility Letter and other Security Documents;

(6) "Cross-border Security" means security where the security provider is incorporated onshore PRC, the debtor and creditor are incorporated offshore PRC or security where the security provider is incorporated offshore PRC, the debtor and creditor are incorporated onshore PRC or other form of cross-border security;

(7) "Current Account" includes the RMB and FCY accounts opened by the Borrower with the Bank.

(8) "Drawing" means any or each or all principal (where the context requires) drawn and/ or utilized by the Borrower under the Facility;

(9) "Drawdown Date" means the day on which a Drawing is made to the Borrower;

(10) "Facility" has the same meaning as defined in the Facility Letter;

(11) "Facility Granting Account" means the account to receive loan proceeds as designated in the Facility Granting Account Designation Notice or such other account as may be agreed by the Bank from time to time;

(12) "Funds Recovery Account" means the account for fund recovery as designated in the Funds Recovery Account Designation Notice or such other account as may be agreed by the Bank from time to time;

(13) "Law" includes any applicable law, regulation, rule, official directive, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, regulatory body, self-regulatory or other authority or organization;

(14) "Liabilities" means all present and future moneys, debts and liabilities due, owing or incurred by the Borrower to the Bank under or in connection with the Facility Letter (in each case, whether alone or jointly, or jointly or severally with any other person, whether actually or contingently and whether as principal, surety or otherwise);

(15) "Margin" shall mean the margin (presented as percentages) as defined in the Facility Letter or determined in accordance with clause 5.2 of the above standard terms and conditions;

(16) "Material Adverse Effect" means a material adverse effect on:

   (a) the Borrower's business, status (financial and others), asset, performance and operating taken as a whole;

   (b) the Borrower's abilities to performance its payment and other material obligations;

   (c) the legality, validity and enforceability of the Facility Letter and/or relevant Security Documents and the bank's rights and remedy under the Facility Letter and/or relevant Security Documents.

(17) "Outstanding" means the aggregate amount of all the outstanding under the Facility Letter;

(18) "PBOC" means the People's Bank of China or, where the context admits or requires, any of its branches;

(19) "PRC" means the People's Republic of China (for the purpose of this Agreement, excluding Hong Kong and Macau Special Administrative Regions and Taiwan);

(20) “Project Incomes Account” means the account to receive project incomes as designated in the Project Incomes Account Designation Notice or such other account as the Bank may agree from time to time;

(21) “Quotation Day” means, in relation to any period for which an interest rate is to be determined, the first day of that period, unless market practice differs in the Relevant Interbank Market in which case the Quotation Day will be determined by the Bank in accordance with the market practice in the Relevant Interbank Market (and if quotations would normally be given by leading banks in the Relevant Interbank Market on more than one day, the Quotation Day will be the last of those days);

(22) “Relevant Interbank Market” means the European interbank market/the London interbank market (as the cases may be);

(23) “SAFE” means State Administration of Foreign Exchange or its local branch;

(24) “Security Documents” means the documents made for the purpose of providing security and/or guarantee as provided under Security section (if there is) of the Facility Letter and any other document to be made between the relevant person and the Bank from time to time that may constitute or be given as security or guarantee for the Facility;

(25) “Security Provider” means any party to the Security Documents other than the Bank;

(26) "Relevant Designated Authority" means any applicable central bank, regulatory body or other supervisory, administrative or judicial authority or combination of such authorities, or any working group or committee initiated or chaired by such authority or the Financial Stability Board, or formed at the request of such authority or the Financial Stability Board;

(27) "ARRC" means the Reference Rate Committee convened by the Federal Reserve Board of the United States and the New York Fed to help ensure a successful transition from USD LIBOR to a more robust alternative reference rate.

32 Construction

(1) a person includes its successors and assigns;

(2) unless the context otherwise requires, words importing the singular include the plural and vice versa and the neuter gender includes the other genders;

(3) each of the rights, powers and remedies given to the Bank by this Agreement are in addition to all other rights, powers and remedies given to it or by virtue of any other security, statute or rule of law;

(4) the Borrower’s liabilities and obligations to the Bank include all its past, present and future, actual and contingent liabilities and obligations to the Bank;

(5) a document is a reference to that document as amended or supplemented;

(6) Entrusted Payment means that the Bank, based upon the Borrower’s drawdown application and payment authorization, advances the loan proceeds through the Facility Granting Account to the counterparty of the Borrower under a transaction conforming to the purpose stipulated in the Facility Letter;

(7) Direct Payment means that the Bank, based upon the Borrower’s drawdown application, advances the loan proceeds to the Facility Granting Account. Thereafter, the Borrower will make payment of such loan proceeds to the counterparty of the Borrower in a transaction conforming to the purpose stipulated in the Facility Letter;

(8) Credit Downgrade includes, but not limited to, the situation where any transaction recorded in the Borrower's loan card or credit report is marked with "Special Mention" or lower rating.

(9) the headings in this Agreement are for ease of reference only and are to be ignored in construing this Agreement; and

(10) this Agreement is a continuing agreement and all the rights, powers and remedies under this Agreement shall apply to all the Borrower's obligations to the Bank notwithstanding any event affecting the Borrower's capacity to be bound by this Agreement.