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SOURCE : STANDARD CHARTERED BANK

These are the terms and conditions to be entered between the Bank and each Borrower.

It is agreed:

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1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions: Terms defined in the Facility Letter have the same meaning in these Terms (Uncommitted). In these Terms (Uncommitted):

"Advices" means statements sent by the Bank setting out, amongst other things, fees, charges, commissions, amount of utilisation of any relevant Facility and the date on which payment is due.

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"Affiliate" means, in relation to a person:

- (a) any of its Subsidiaries;
- (b) any of its Holding Companies; or
- (c) any other Subsidiary of any such Holding Company,

including head offices and branches of the above.

"Agreement" has the meaning given to it in the Facility Letter.

"Authority" means any government, quasi-government, inter-government, supranational, administrative, regulatory or supervisory body or authority, court or tribunal with jurisdiction over any Bank Member or Obligor.

"Authorised Person" means any person authorised to act on each Borrower's behalf in accordance with a Mandate or otherwise.

"Base Currency" means for each Facility, the currency in which the Designated Facility Limit of that Facility is denominated as specified in clause (Facilities) of the Facility Letter.

"Base Currency Amount" means the amount specified in the Utilisation Request (or, if the amount requested is not denominated in the Base Currency for the relevant Facility, that amount converted into that Base Currency at the Spot Rate) as adjusted to reflect any repayment, prepayment, consolidation or division of the utilisation.

"BG" means any guarantee issued by the Bank in such form as shall be acceptable to the Bank.

"Break Costs" means a net loss of interest revenue the Bank incurs when all or any part of any utilisation is repaid on a day which is not the last day of a term for that utilisation.

"Channel" means any system, medium or channel, including an electronic banking channel, a website, SWIFT, the internet, telephony, a mobile device, fax and email, through which the Parties may communicate information and documents.

"Conditions Precedent" means the following documents and evidence:

- (a) copies of each Borrower's constitutional documents;
- (b) a copy of the board resolution of each Borrower approving the acceptance of each Finance Document (or the equivalent document evidencing such approval available in the relevant jurisdiction) and a copy of the names and specimen signatures of all persons authorised to sign the Finance Documents and any notices and other documents required in connection with the Finance Documents;
- (c) a copy of each Finance Document duly executed by the parties thereto;
- (d) a copy of the most recent Financial Statements;
- (e) a certificate of an authorised signatory of the relevant Borrower certifying that each copy document relating to it specified as a Condition Precedent is correct, complete and in full force and effect as at a date no earlier than the date of the Facility Letter;

EVIDENCE THAT ANY NOTICE REGISTRATION

- (f) evidence that any notice, registration or similar action required under any Collateral Document has been served, registered or taken;
- (g) any documentation or other evidence which is reasonably requested by the Bank for the purpose of any "know your customer" requirements;
- (h) evidence that all fees and expenses due and payable under the Facility Letter have been or will be paid by the first utilisation date under the Facility;
- (i) where required by the Bank, any legal opinion(s) from counsel to the Bank concerning matters of relevant law;
- (j) any Additional Conditions Precedent as may be specified in the Facility Letter.

"Control" and "Controlled" means:

- (a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to direct its management and policies or to control the composition of its board of directors or equivalent body; or
- (b) ownership of more than 50% of the voting share capital or equivalent right of ownership of that person.

"Legal Reservations" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a Hong Kong court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors in Hong Kong;
- (b) the time barring of claims under limitation provisions of the laws of Hong Kong, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of Hong Kong stamp duty may be void and defences of set-off or counterclaim;
- (c) similar principles, rights and defences under the laws of any other jurisdiction where a relevant person conducts its business or is incorporated; and
- (d) any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinion delivered to the Bank pursuant to any Finance Document.

"Mandate" means any writing, acceptable to the Bank, indicating the authority of an Authorised Person.

"RCS" means the regulatory compliance statement setting out the legal and regulatory requirements that apply to each Borrower's relationship with the Bank (as amended from time to time).

2. REPRESENTATIONS AND WARRANTIES

Each Borrower (in respect of itself and on behalf of each Obligor) makes the following representations and warranties to the Bank which are deemed to be repeated at all times (having regard to the circumstances existing at the time of repetition) so long as any sums are actually or contingently owing under the Agreement.

2.1 Status: ATTEMPT TO EDIT SOMETHING HERE

- (a) Each Obligor is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) Each Obligor and its Subsidiaries have the power to own its assets and carry on its business as it is being conducted.

2.2 Binding obligations: The obligations expressed to be assumed by each Obligor in each Finance Document are legal, valid, binding and enforceable obligations.

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Deleted: <#>where required by the Bank, a copy of any other authorisation or other document, opinion or assurance which the Bank considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document; and ¶

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