

LOAN AGREEMENT

LIDYA HK LIMITED

CREATIVE IDEA HK LIMITED



LOAN AGREEMENT

THIS LOAN AGREEMENT (the “**Agreement**”) is made on the 1 day of September 2016

BETWEEN:

CREATIVE IDEA HK LIMITED , a company duly incorporated and validly existing under the laws of Hong Kong (Company Registration No.: 1919311), whose registered office is at 15th Floor, Foo Hoo Centre, 3 Austin Avenue, Tsim Sha Tsui, Kowloon, Hong Kong (the “**Borrower**”); and

LIDYA HK LIMITED, a company duly incorporated and validly existing under the laws of Hong Kong (Company Registration No.: 2176946), whose registered office is at Room1405, 14F, Austin Tower, 22-26 Austin Avenue, Tsim Sha Tsui, Kowloon, Hong Kong (the “**Lender**”).

The Borrower and the Lender are collectively referred to herein as the “**Parties**” and individually, a “**Party**”.

IT IS HEREBY AGREED as follows:

1. The Agreement sets out the terms and conditions upon and subject to which the Lender has agreed to make available to the Borrower a loan of up to a principal amount of Hong Kong Dollars [**3,300,000**] only (HK\$ [**3,300,000**]) (the “**Loan**”).
2. The drawdown date of the Loan in full is [**2016/09/01**] (the “**Drawdown Date**”). The Loan shall be made by way of bank transfer to the designated bank account of the Borrower or such other mode of payment as agreed between the parties.
3. The Borrower shall repay the Loan together with interest accrued thereon in full on [**2018/08/31**] (the “**Maturity Date**”).
4. The Borrower shall pay interest to the Lender in accordance with the following terms:
 - (a) the Borrower shall pay simple interest on the Loan at twelve per cent (12%) per annum (the “**Interest Rate**”). Interest shall accrue from the Drawdown Date on the basis of the actual number of days elapsed and shall be paid on the Maturity Date;
 - (b) if the Borrower fails to repay the Loan (or any part thereof) and the interest accrued thereon (together, the “**Outstanding Sum**”) on the Maturity Date, the Borrower shall repay the Outstanding Sum, plus additional interest calculated on the principal amount only at the Interest Rate of fifteen per cent (15%) per annum for the period commencing from the date immediately following the Maturity Date until the date on which actual payment of all Outstanding Sum and interest accrued thereon are repaid.
5. No security for repayment of the Loan and interest accrued thereon shall be provided by the Borrower in this Agreement.

6. The Borrower represents and warrants to the Lender that the Borrower has full capacity and legal right to enter into and engage in the transactions contemplated by the Agreement and the Agreement constitutes legal, valid and binding obligations of the Borrower in accordance with its terms.
7. The Borrower undertakes that so long as any sum remains owing hereunder it will:
 - (a) forthwith notify the Lender of any material litigation, arbitration or administrative proceedings which are brought or, to its knowledge, threatened by or against the Borrower;
 - (b) as soon as it becomes aware of the same, notify the Lender of any occurrence which could materially and adversely affect the ability of the Borrower to perform its obligations under the Agreement; and
 - (c) ensure that its obligations hereunder at all times rank at least pari passu with all other direct or contingent unsecured liabilities of the Borrower, except for any statutory preference applicable in the bankruptcy of the Borrower.
8. The Borrower may prepay the Loan in full by giving to the Lender not less than [one (1) month's] prior written notice. On the date on which such prepayment is made, the Borrower shall pay the Lender the principal amount of the Loan and all accrued interest thereon at the Interest Rate.
9. Without prejudice to the foregoing provisions and subject to Clause 13, the Lender shall have the right to demand early repayment of the Loan (or any part thereof) before the Maturity Date (the "**Right of Early Repayment**") by giving notice to the Borrower (the "**Early Repayment Notice**"), provided that:
 - (a) the Right of Early Repayment shall not be exercised within the first three (3) months of the Drawdown Date;
 - (b) interest accrued on the Loan up to the date of repayment shall be waived by the Lender; and
 - (c) the repayment of the Loan shall be made within [two (2) months] from the date of the receipt of the Early Repayment Notice by the Borrower.

The repayment shall be made by way of bank transfer to the designated bank account of the Lender or such other mode of payment as agreed between the parties.

10. The Loan and the accrued interest thereon under the Agreement shall become immediately due and payable upon the happening of any of the following events:
 - (a) if the Borrower is deemed for the purposes of any law to be unable to pay its debts as they fall due or becomes insolvent, or admits its inability to pay its debts as they fall due;
 - (b) if the Borrower has any execution or distress issued or levied against it or its property;
 - (c) if a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed or any other step is taken by any person for the winding-up, insolvency, administration, reorganization, reconstruction, dissolution or bankruptcy of the Borrower or for the appointment of a liquidator, receiver, administrator, trustee or similar officer of the Borrower or of all or any part of its business or assets;

- (d) if any representation or warranty made by the Borrower in the Agreement is or proves to have been untrue or inaccurate in any material respect or only partially true; or
- (e) if an event occurs which in the opinion of the Lender may materially and adversely affect the ability of the Borrower to perform his/her obligations under the Agreement.
11. All payments by the Borrower under the Agreement shall be made in full without any set off or counterclaim or any deduction or withholding whatsoever.
12. If any provision herein becomes illegal, invalid or unenforceable, then the remaining provisions of the Agreement shall not be affected or impaired thereby.
13. If it becomes unlawful for the Lender to give effect to its obligations hereunder, it shall notify the Borrower in writing and the Borrower shall, within such period as may be permitted by the relevant law, repay the Loan together with all interest accrued thereon to the date of repayment and other monies (if any) then payable hereunder.
14. All notices, requests, demands and other communications given or required to be given under this Agreement shall be in writing and may be given by personal delivery, post, facsimile or e-mail and shall be sent to the respective addresses of the parties set out herein or to such other address as may be notified in writing by one party to the other party for that purpose, from time to time. Notices shall be deemed to be served if by personal delivery, when delivered; if by post, two days after posting (five days if from one country to another); if by facsimile or e-mail, when sent.
15. This Agreement and the rights and obligations of the Parties shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts.


IN WITNESS whereof the Agreement has been duly executed the day and year first above written.

SIGNED by
for and on behalf of

For and on behalf of
Creative Idea HK Limited

.....
Authorized Signature(s)

SIGNED by
for and on behalf of

For and on behalf of
Lidya HK Limited

.....
Authorized Signature(s)