**Funding Arrangement Documentation**

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| **No.** | **Name of Document** | **Purpose of Document** | **Signatories** |
|  | **Loan Agreement** | This agreement outlines the loan extended by the beneficiary (lender) (“**Beneficiary**”) to a designated shareholder (borrower) (“**Designated Shareholder**”) by the beneficiary, in the equal amount of the shares owned by the designated shareholder. This Loan Agreement in principle stipulates the following:   * 1. The Beneficiary agrees to provide a loan to the Designated Shareholder;   2. The Designated Shareholder will use the loan to purchase/subscribe shares in the company (“**Company Shares**”);   3. The Designated Shareholder will provide a pledge of the Company Shares as a security to the Beneficiary by means of share pledge agreement;   4. The interest rate of the loan;   5. The term of the loan. | * Beneficiary as the lender * Designated Shareholder as the borrower |
|  | **Share Pledge Agreement** | The Share Pledge Agreement will have to be entered into between the Designated Shareholder (as pledgor) and the Beneficiary (as pledgee), to secure the timely performance of the Designated Shareholder’s obligations under the Loan Agreement. The security for the loan is the relevant shares and certain other rights (i.e., rights to dividends, bonuses, options etc.) relating to the Company Shares owned by the Designated Shareholder from the funds advanced under the Loan Agreement and is supplemented by irrevocable powers of attorney to sell the shares and to exercise voting rights upon the shares.  As a pledge is an *in rem* (proprietary) security interest, the Share Pledge Agreement would protect the Beneficiary from the bankruptcy of the Designated Shareholder and the shares subject to the Share Pledge Agreement are not regarded as being part of the bankruptcy estate, except that enforcement rights under the relevant security arrangement can be temporarily suspended under a mandatory period of stay in accordance with the bankruptcy law. | * Beneficiary as the pledgee * Designated Shareholder as the pledgor |
|  | **Irrevocable Power of Attorney to Vote** | This power of attorney is to be granted by the Designated Shareholder in favour of the Beneficiary relating to the rights to exercise all rights, actions and remedies that are available to the Beneficiary as the holder of any and all Company Shares from time to time, including right to attend the shareholders' meetings and voting. This power of attorney serves as part of security documents to secure the provision of the Loan Agreement to the Designated Shareholder and thus will only be exercised if the Designated Shareholder is in a default to the Loan Agreement. | * Beneficiary as the grantee * Designated Shareholder as the grantor |
|  | **Irrevocable Power of Attorney to Sell** | This power of attorney is to be granted by the Designated Shareholder in favor of the Beneficiary to grant the rights to sell the Company Shares. Similar to the Irrevocable Power of Attorney to Vote, this power will only be exercised if the Beneficiary is in a default to the Loan Agreement. | * Beneficiary as the grantee * Designated Shareholder as the grantor |
|  | **Call Option Agreement** | The Call Option Agreement will be entered into between the Beneficiary and the Designated Shareholder. This agreement stipulates that the Beneficiary (or its appointed party) has the right to acquire (or nominate a designated party to acquire) the relevant Company Shares at an exercise price equal to the indebtedness under the Loan Agreement, at any time at the Beneficiary’s sole discretion. The exercise of the call option is also treated as the demand for repayment under the Loan Agreement. | * Beneficiary as the holder of the option * Designated Shareholder as the grantor of the option * Company |
|  | **Acknowledgement of the Company on the Pledge of Shares** | The acknowledgement of the Company on the pledge of shares will be signed and provided by the Company. This document contains acknowledgement of the right of pledge created under the Share Pledge Agreement and to acknowledge that the registration of the pledge constitutes the evidence that the pledge of the Shares contained in the Share Pledge Agreement. | * Company |
|  | **Consent Letter to Transfer** | Consent to transfer contains consent from the pledgor that is provided in advance to any sale or transfer of the Company Shares. | * Designated Shareholder as a pledgor |
|  | **Spousal Consent (if the borrower is an individual) or Corporate Approvals (if the borrower is a company)** | Prior consent from the spouse or relevant corporate body is required for the sale or transfer of Company Shares to ensure that such transactions are duly authorized by the concerned party. | * Spouse of the Designated Shareholder (for individual) * Relevant corporate organ (for corporate) |