

To: Marina Diagnostics Pte Ltd (201912345Z) 35 Biotech Drive, Singapore 117600

Dear Sirs,

A. Recitals

(A1) You have requested a term-loan of SGD 8,000,000 to fund the purchase and installation of MRI scanners in your laboratories.

(A2) The Bank is prepared to make the Facility available on the terms of this letter (“**Agreement**”).

B. Definitions

1. “**Facility**” – the SGD 8,000,000 term-loan described in section D.
2. “**Business Day**” – a day (other than Saturday, Sunday or public holiday) on which banks in Singapore are open for business.
3. “**Governing Law**” – the laws of Singapore.

C. Conditions Precedent

No drawdown is permitted until the Bank has received, in form and substance satisfactory to it:

1. certified copy of your Constitution and resolution approving this Agreement;
2. latest ACRA BizFile search (not older than 7 days);
3. board-approved *use-of-proceeds* budget with vendor quotations; and
4. evidence of insurance cover for the equipment.

D. Key Commercial Terms

Facility Amount	SGD 8,000,000 (one-off drawdown)
Availability	Up to 30 Sep 2025
Tenor	48 months from first utilisation
Interest	1-month SORA + 1.85 % p.a., monthly rests
Repayment	48 equal monthly instalments
Purpose	MRI scanner purchase and installation

E. Undertakings

1. **AML/CTF Compliance.** You shall at all times comply with:
 - Corruption, Drug Trafficking & Other Serious Crimes Act 1992;
 - Terrorism (Suppression of Financing) Act 2002; and
 - **MAS Notice 626** (and any successor notice),and furnish updated CDD/KYC information within **2 Business Days** of any Bank request.
2. **Use of Proceeds.** The Facility shall be applied solely towards the Purpose.
3. **Negative Pledge.** Without the Bank’s prior consent you will not create security over the MRI equipment.

F. Security

First-ranking chattel mortgage over the MRI scanners (to be perfected upon installation).

G. Events of Default

An **Event of Default** occurs if:

1. you fail to pay any amount when due;
2. any representation proves materially incorrect;
3. you breach the AML/CTF undertaking in clause E.1; or
4. insolvency, winding-up or analogous proceedings occur.

On an Event of Default the Bank may cancel the Facility and declare all sums immediately due.

H. Governing Law & Dispute Resolution

This Agreement is governed by the laws of Singapore. The parties submit to the non-exclusive jurisdiction of the Singapore courts.

I. Acceptance

Please sign and return the duplicate of this letter by 31 March 2025. If we have not received your acceptance by that date this offer will lapse automatically.

Yours faithfully,

for and on behalf of Solaris Bank Singapore Ltd

Schedule – Drawdown Notice (template)

To: Facility Agent – Solaris Bank

Date	_____
Borrower	Marina Diagnostics Pte Ltd
Facility Ref.	FCL/2025/003
Requested Amount	SGD _____
Utilisation Date	_____
Bank A/C for credit	_____

We confirm that all Conditions Precedent remain satisfied and no Event of Default is continuing.

Authorised Signatory