Terms and Conditions Governing Policy Refinancing Revolving Term Loan ("PRRTL")

These Terms and Conditions form an integral part of the PRRTL facility letter ("PRRTL Facility Letter") from DBS Bank (Hong Kong) Limited 星展銀行(香港)有限公司 to the Borrower to which they are attached.

1. Definitions and Interpretation

1.1 The terms below used in these Terms and Conditions shall have the corresponding meanings:

"Agreement" the PRRTL Facility Letter together with these Terms and Conditions (including any supplement) and any other terms and conditions and/or agreement referred to in the PRRTL Facility Letter.

"assets" includes present and future properties, revenues and rights of every description.

"Bank" DBS Bank (Hong Kong) Limited which includes all its branches and offices wherever situated and its successors, assigns and any other person with which the Bank merges or consolidates.

"PRRTL Facility Letter" the PRRTL Facility Letter(s) (including all its attachments, schedules, appendices, amendments and supplements) issued by the Bank in relation to Facilities extended by the Bank to the Borrower, to which these Terms and Conditions are attached.

"Bank's Cost of Funds" the cost of funding ("COF") is the Bank's funding cost and shall be determined by the Bank from time to time with consideration of various factors, including but not limited to, the respective currency's market benchmark rate, prevailing market conditions, and any other factors that may affect the Bank's funding cost. COF is a floating rate and may change.

"Borrower" the Borrower specified in the PRRTL Facility Letter, and where there is more than one Borrower, all references to the "Borrower" shall mean all such persons or any one or more of them.

"Business Day" a day on which commercial banks in Hong Kong and, if applicable, the principal financial center of the relevant currency, are open for business (other than a Saturday).

"Exchange Rate" the rate for converting one currency into another currency that the Bank determines to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Borrower.

"Facilities" the banking facilities (or any part of it) specified in the PRRTL Facility Letter and such other facilities, loans, overdrafts, advances, etc. from time to time made available by the Bank.

"HIBOR" the Hong Kong Interbank Offered Rate quoted by the Bank for the relevant period.

"Prime Rate" the rate which the Bank announces or applies from time to time as its prime rates for lending Hong Kong Dollars, or where applicable, for lending United States Dollars.

"Services" any banking services provided by the Bank.

1.2 Unless a contrary indication appears, a reference in the Agreement to:-

a) a person includes an individual, a company, sole proprietorship, partnership or body unincorporated and its successors and assigns;
b) any document includes a reference to that document as amended, varied, supplemented, replaced or restated from time to time; and
c) a provision of law is a reference to that provisions as amended or re-enacted.

1.3 Unless the context otherwise requires, words importing the singular include the plural and vice versa and the neuter gender includes the other genders.

1.4 Any matter required to be done on a particular date which is not a Business Day shall be done on the next following Business Day.

1.5 Headings are for convenience only and are to be ignored in construing these Terms and Conditions.

2. Application

2.1 These Terms and Conditions shall apply to any Facilities and Services which the Bank, in its sole discretion, may agree to make available and provide to such extent and in such manner as the Bank thinks fit.

2.2 These Terms and Conditions shall be subject to such other terms and conditions which may be specified by the Bank from time to time in the PRRTL Facility Letter, other documents, agreements or applications.

2.3 In the event of any conflict or inconsistency between these Terms and Conditions and the provisions of the PRRTL Facility Letter, the latter shall prevail.

3. Payments

3.1 Unless otherwise agreed in writing by the Bank, all payments made under the Agreement shall be made in immediately available funds to the Bank before noon on the due date. If the due date for payment is not a Business Day, the payment shall be made on the next following Business Day or the immediate preceding Business Day depending on the nature/type of Facilities, as may be absolutely determined by the Bank.

3.2 All payments by the Borrower to the Bank shall be made without any set-off, counterclaim, deduction, withholding or condition of any kind. If the Borrower is compelled by law to make any withholding or deduction, the sum payable by the Borrower shall be increased so that the amount actually received by the Bank is the amount it would have received if there had been no such withholding or deduction.

3.3 Payment by the Borrower to the Bank shall be in the currency of the relevant liability or, if the Bank so agrees in writing, in a different currency, in which case the conversion to that different currency shall be made at the Exchange Rate. The Borrower shall be liable for any shortfall if the converted currency is less than the outstanding liability.

3.4 The Borrower shall pay all present and future taxes, levies, duties or withholding of a similar nature (together with any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same) now or hereafter imposed on the Bank (whether by law or otherwise) or on any payment under the Agreement and indemnify the Bank against such payment.

3.5 Any monies paid to the Bank in respect of the Borrower's obligations may be applied in or towards satisfaction of the same or placed to the credit of a suspense account with a view to preserving the Bank's rights to prove for the whole of the Borrower's outstanding obligations.

3.6 If any payments paid to the Bank in respect of the Borrower's obligations are required to be repaid by virtue of any law relating to insolvency, bankruptcy or liquidation or for any other reason, the Bank shall be entitled to recover such sums from the Borrower as if such monies had not been paid.

4. Drawings Against Uncleared Amounts

In the event the Bank permits the Borrower to draw against funds to be collected or transferred from any account(s), the Borrower shall on demand reimburse the Bank in full the amount so drawn if the Bank does not receive the funds in full at the time the Bank ought to have received the same or if, after the Bank has accepted the transfer, the Bank is prevented from collecting or freely dealing with the funds in accordance with its usual banking practice.

5. Letter of Credit

For Facility relating to Letters of Credit calling for cargo receipt, if so agreed to be granted by the Bank, the beneficiaries and each of their individual limits are subject to the Bank's approval on a case-by-case basis. The Bank may from time to time carry out at the Borrower's expense updated searches of the said beneficiaries and all related costs and fees may be debited to the Borrower's account.

6. Negotiation under Documentary Credit

If a discrepancy is found in the underlying letter of credit documents, then notwithstanding anything contained in the Agreement, the Bank may at its absolute discretion refuse to negotiate any such documentary credit and/or bill(s).

7. Documents against Acceptance Bills Purchased

7.1 The Bank has or may from time to time take out and do all things as appropriate or necessary to effect and maintain an insurance policy with such reputable insurance company or companies on such terms and in such value to cover such risk(s) related to the Facility as the Bank may deem fit, and the Borrower agrees to reimburse the Bank, without deduction, for all monies expended including but not limited to the Facility in relation thereon.

7.2 The Borrower is required to comply with all the terms and conditions of such policies as shall from time to time be entered into between the Bank and any insurance company as the Bank may deem fit, and the Borrower undertakes and warrants not to do or omit to do or permit or cause or suffer to be done any act, matter or thing whatsoever whereby any such policy of insurance may be rendered void or voidable.

7.3 Such arrangement shall not extinguish the Borrower's obligations under the Facility, and the Borrower agrees to render such co-operation and assistance as the Bank may require in connection with any claim or other matter arising in connection with any such insurance policy.

8. Treasury Transactions

8.1 Any foreign exchange, options, futures, swaps or other structured or derivative transactions between the Borrower and the Bank, if any, will be on such terms as the parties may agree and subject to the receipt by the Bank of any documentation that the Bank may require from time to time. Any treasury transactions will be entered into by the Borrower at the rate(s) quoted by the Bank at its absolute discretion.

8.2 The Borrower warrants that it will enter into any treasury transaction with the Bank solely in reliance upon its own judgement and at its own risk, and **the Bank shall not be responsible for any loss or other consequences suffered or incurred by the Borrower, whether or not acting on advice received from the Bank.**

9. Application of Proceeds

9.1 The Bank may apply the net proceeds of any sale, disposition or dealing of the security of the Borrower towards discharge of the Borrower's obligations to the Bank in whatever priority that the Bank may determine.

9.2 The Borrower shall, upon demand by the Bank:
a) provide such further security in form and value as may be required in the opinion of the Bank sufficient to secure any of the Borrower's obligations to the Bank; and
b) execute and deliver to the Bank any documents in form and substance satisfactory to the Bank over any of the Borrower's assets as the Bank specifies in any such demand.

9.3 **Save for negligence or wilful default, the Bank shall not be liable for any loss or damages or depreciation in value of any security granted in favour of the Bank due to the Bank's exercise of any of its rights over any security.**

10. Interest

10.1 **The Bank shall charge interest on any sum(s) outstanding or owing by the Borrower from time to time. Unless otherwise specified, interest will accrue on a daily basis and shall be calculated, compounded and payable on such basis and in such manner as the Bank may determine at its absolute discretion.**

10.2 **Save as otherwise specified, interest will be calculated by reference to the actual number of days elapsed and a 365-day year if the Facility is in HK Dollars, Pounds Sterling, Singapore Dollars or Malaysia Ringgit or a 360-day year if the Facility is in any other approved foreign currencies.**

10.3 **If the interest rate in respect of any Facility is expressed to be a margin over the Prime Rate or the Interbank Offered Rate, the Bank shall be entitled, in its absolute discretion, at any time to substitute the Bank's Cost of Funds in place of the Prime Rate or the Interbank Offered Rate in calculating the interest payable under such Facility. If the interest rate in respect of any Facility is expressed to be a percentage less than the Prime Rate, the Bank shall be entitled, in its absolute discretion, at any time to replace such interest rate by the Bank's Cost of Funds plus a margin (as may be absolutely determined by the Bank) as the applicable interest rate in respect of such Facility.**

10.4 **If any amount under the PRRTL Facility Letter is unpaid on due date or exceeds the permitted facility limit, such overdue or excess sum will be subject to the Bank's then prevailing overdue or over limit interest rate, and may be compounded monthly or at such other intervals as the Bank may determine. The Bank may, without prejudice to its other rights, increase the interest rate on the entire amount outstanding under the PRRTL Facility Letter if any amount becomes overdue.**

11. Fees and Expenses

11.1 **The Bank is entitled to receive a handling fee in an amount to be determined by the Bank in respect of the periodical review to be carried out by the Bank so long as the Facilities are continuing. In addition, the Bank may, at the request of the Borrower and at its absolute discretion grant certain temporary facilities to the Borrower, but subject to a handling fee in an amount to be determined by the Bank. The Bank is hereby authorised to debit the above handling fees from any of the accounts of the Borrower with the Bank.**

11.2 **The Borrower shall pay to the Bank on demand the commissions, fees and charges in connection with the Facilities and/or Services (including insurance cover) at the rates and in the amount and manner stipulated by the Bank from time to time. Schedules of fees and charges are published by the Bank and will be made available to the Borrower upon request. The Borrower shall indemnify against the Bank for all reasonable costs and expenses (including but not limited to fees of debt collection agents, legal and other professional advisers, stamp duty, travel, communications and other expenses and charges on a full indemnity basis) reasonably incurred by the Bank, in connection with the preparation and negotiation of the Agreement and all relevant security documents (if any), and with the performance, perfection, enforcement or preservation of rights under the Agreement and/or any security provided by the Borrower or any third party in respect of the Borrower's obligations to the Bank from time to time.**

11.3 **In the event of any prepayment of the Facilities or where any advances under the Facilities are requested for but not made, the Borrower shall on demand fully reimburse and indemnify the Bank for the reasonable costs incurred by the Bank as a result of the prepayment. Such costs include all costs, losses, liabilities and expenses reasonably incurred or suffered by the Bank in canceling, terminating and unwinding any arrangements previously effected by the Bank to secure funding of the Facilities concerned.**

11.4 The costs and expenses are payable by the Borrower notwithstanding that the Borrower's applications for the Facilities are not accepted or the Facilities are cancelled, modified or withdrawn at any time before completion of the relevant transaction.

12. Insurance and Valuation

12.1 The Borrower shall maintain insurance coverage against loss and damages (the insurable value and types of risks being determined by the Bank from time to time) with insurance companies acceptable to the Bank with respect to assets in which the Bank has an interest (including but not limited to properties, plant and equipment mortgaged to the Bank), failing which the Bank may arrange the insurance at the expense of the Borrower.

12.2 The Bank's interest shall be duly noted on the policies or relevant insurance documents and the amount due under any insurance shall be paid to the Bank. The Borrower shall lodge with the Bank all insurance policies, premium receipts and all evidence related to such insurance as may be requested by the Bank.

12.3 For any properties charged to the Bank, a full valuation report is required before the Facilities are utilized and an updated valuation report is required at any time that the Bank may think fit. All the valuation fees are for the account of the Borrower and will be debited against the Borrower's account(s).

13. Indemnity

13.1 The Borrower shall indemnify on demand the Bank and keep the Bank indemnified against all claims, demands, actions, liabilities, damages, losses and reasonable costs and expenses or other consequences which may arise or result from providing the Facilities or Services to the Borrower except in respect of any unauthorised transaction arising from forgery, fraud, default or negligence on the part of the Bank or any of its employees, agents or servants.

13.2 The Borrower shall, upon request by the Bank, forthwith appear and defend at its own cost and expense any action which may be brought against the Bank in connection with the Facilities or Services provided by the Bank to the Borrower.

13.3 The Borrower shall indemnify and forthwith reimburse the Bank for all payments, claims, demands, actions, losses reasonably incurred or suffered by the Bank as a result of the Bank giving any guarantee, indemnity and/or other payment undertaking issued at the request or for the account of the Borrower.

13.4 The Borrower shall, as an independent obligation, indemnify the Bank against any loss or liability which the Bank incurs as a consequence of :
a) the Bank receiving an amount in respect of the Borrower's liability under the Agreement; or
b) that liability being converted into a claim, proof, judgment or order,
in a currency other than the currency in which the amount is expressed to be paybale under the Agreement.

14. Set-Off

14.1 **The Bank may, at any time and without prior notice, combine or consolidate all the Borrower's accounts (whether sole or joint) with the Bank, its holding company or subsidiaries or associated companies and apply any credit balance (whether matured or not) to which the Borrower is entitled in or towards satisfaction of any obligation (whether or not matured, actual, future, contingent, unliquidated or unascertained) owed by the Borrower to the Bank, regardless of the currency, the place of payment or the office through which the Bank is acting.**

14.2 For this purpose, the Bank is authorized to purchase, at the Exchange Rate, such other currencies as may be necessary to effect such application with the monies standing to the credit of such accounts. The Borrower shall be liable for any shortfall if the converted currency is less than the outstanding liability.

14.3 **If any of the Borrower's obligations and liabilities owed to the Bank is unliquidated or unascertained, the Bank may set off an amount estimated by it in good faith to be the amount of that obligation.**

14.4 The circumstances in which the Bank will exercise its rights of set-off include, without limitation, the following:
a) the Borrower fails to observe any term of the Agreement;
b) the Borrower fails to pay any debt due or the Bank has reason to believe that the Borrower is unable to pay any debt due;
c) any attachment, execution or similar process is levied against the Borrower; or
d) any petition for the Borrower's bankruptcy or winding up is presented to the court.

14.5 The Bank will, as soon as practicable, give notice to the Borrower of any exercise of its rights under this Clause.

15. Lien and Power of Sale

The Bank shall have a lien on all property of the Borrower coming into the possession or control of the Bank, for custody or for any other reason and whether or not in the ordinary course of banking business, as security, with power for the Bank to sell such property to satisfy any obligations owed by the Borrower to the Bank.

16. Data Policy

The Borrower agrees that the applicable "Data Policies" and other communications to customers concerning its data from time to time issued by the Bank (a member of the DBS Group) shall apply. A copy is available on request at any Bank branch or from its website. The Borrower agrees that all information obtained from any sources or that arises from the relationship with the Bank (or any other DBS Group company) ("data") will be subject to such policies/or other communications (as may be varied from time to time). The Borrower agrees in particular that the Bank may in compliance with and subject to the Data Policies:

a) verify, provide and collect information about the Borrower's data to or from other organizations, institutions or other persons;
b) transfer the data outside Hong Kong, including a transfer to Singapore; and
c) compare any data obtained with the Borrower's data, and use the results for taking of any actions including actions that may be adverse to the Borrower's interest (including declining any application).

The Borrower agrees to be bound by the provisions of such Data Policies and other communications, which shall form part of the Borrower's agreement with the Bank.

17. Borrower's Consent

The Borrower consents and acknowledges that the Bank may provide the Borrower's information to any proposed or actual individual guarantor or other security provider (or their solicitors) in respect of any credit facilities extended or to be extended to the Borrower, including (without limitation):

a) any financial information concerning the Borrower;
b) a copy of the contract evidencing the obligations to be guaranteed or secured or a summary of such contract;
c) a copy of any formal demand for overdue payment which may be sent to the Borrower after it has failed to settle an overdue amount; and
d) from time to time on request by the proposed or actual guarantor or security provider, a copy of the Borrower's latest statement of account or other information showing the financial status of the Borrower and/or credit facilities extended to the Borrower.

18. Relationship with Directors/Employees

18.1 As a licensed bank, the Bank is subject to certain limitations on advances to persons related to the directors, employees, controllers or minority shareholder controllers of the Bank, its subsidiaries or Affiliates ("Connected Persons"). Unless otherwise declared or disclosed to the Bank, the Borrower hereby confirms to the Bank that it is not a Connected Person. The Borrower undertakes to immediately advise the Bank in writing upon becoming a Connected Person at any time while the loan or other indebtedness to the Bank is outstanding.

18.2 For the purpose of this Clause 19, the following terms shall have the following definition:
"controllers" and "minority shareholder controllers" shall have the meanings used within the relevant rules relating to exposures to connected parties under the Banking (Exposure Limits) Rules of the Banking Ordinance (Cap 155 of the Laws of Hong Kong);
"subsidiary" shall have the meaning ascribed to it in the Companies Ordinance (Cap 622 of the Laws of Hong Kong); and
"Affiliates" in respect of a party, means any other legal entity, directly or indirectly controlling or controlled by or under the direct or indirect common control with that party and "control" in this definition means (i) the direct or indirect ownership of 50% or more of the voting share capital of a party; or (ii) the entitlement to exercise, or control the exercise of 50% or more of the voting power of a party; or (iii) the ability of a party (whether directly or indirectly and whether by ownership of share capital, possession of voting power, contract or otherwise) to direct the management and policies of another party or to control the composition of the other party's board of directors or equivalent body.

19. Authorization

19.1 The Borrower hereby authorizes the Bank to appoint any other person (including correspondent, agent or third party contractor) in relation to the Facilities and Services and the Bank may delegate any of its powers in the Agreement to such person.

19.2 To secure due performance of obligations by the Borrower under the Agreement, the Borrower irrevocably and unconditionally authorizes the Bank to be the Borrower's true and lawful representative (with full power of delegation and substitution) to execute, sign and do all documents, acts and things (in the name of the Borrower or otherwise) for carrying out any of the Borrower's obligations or for exercising the Bank's rights under the Agreement.

19.3 The Borrower irrevocably authorizes the Bank to debit any of its accounts maintained with the Bank for any sums due or owing to the Bank including but not limited to payment of principal, interests, handling fee, commissions, fees and expenses in connection with the Agreement.

20. Enforcement

The Bank may take such action as it thinks fit to enforce the Agreement including without limitation employing any third party agent to collect any sums owing to the Bank. The Borrower is liable to indemnify the Bank for all reasonable costs and expenses (including the charges of any third party agent) which are reasonably incurred by the Bank in respect of such enforcement action.

21. Confirmation and Statement by the Bank

The Bank will from time to time issue confirmation(s) or advices in relation to the Facility(ies) and statement(s) as to amount at any time owing by the Borrower to the Bank. The Borrower has the obligation to examine the confirmation(s), advices and statement(s) at once and report any unauthorized transactions in the statement(s) within 90 days. **The Bank reserves the right to regard the statement(s) as conclusive if no unauthorized transaction is reported within the specified period except in respect of any unauthorized transaction arising from fraud or wilful default on the part of the Bank or any of its employees.**

22. Limitation on Liability

The Bank, its agent and correspondent shall not be liable to the Borrower for any action taken or not taken by them unless directly caused by their negligence or wilful misconduct.

23. Continuing Agreement, Waivers and Remedies

The Agreement is a continuing agreement and the rights of the Bank thereunder (i) may be exercised as often as necessary; (ii) are cumulative and not exclusive of its rights under any other agreement and the general law; and (iii) may be waived only by specific instrument in writing. Time shall be of the essence for the Agreement, but no failure or delay on the part of the Bank to exercise or enforce any right or remedy will operate as a waiver hereof.

24. Severability

If any provision of the Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, it shall not affect the legality, validity or enforceability of any other provision of the Agreement or the legality, validity or enforceability of such provision in any other jurisdiction.

25. Variation

The Bank may, at its absolute discretion vary, amend or supplement any of these Terms and Conditions (including without limitation, the basis of calculation of any interest, charges, commissions or fees). Unless the changes are not within the Bank's control, variations to these Terms and Condition affecting the interest, fees and charges and the liabilities or obligations of the Borrower or any other significant changes will take effect not less than 60 days after the date of notice to the Borrower setting out details of such changes. The Borrower agrees to be bound by any such amended or revised Terms and Conditions.

26. Change in Constitution or Partnership

26.1 All securities, agreements, obligations given or undertaken by the Borrower shall continue to be valid and binding notwithstanding any change in the constitution of the Borrower or the Bank, by amalgamation, consolidation, reconstruction or otherwise.

26.2 If the Borrower is a partnership, the dissolution of the partnership for any reason shall not affect the liabilities of the Borrower as partner(s) until the Bank receives written notice from the Borrower to such effect but no notice shall affect the Borrower's liability for any transaction made prior to the Bank's receipt of such notice.

26.3 In the case of the death of a partner, the liability of the estate of the deceased partner to the Bank shall cease only with regard to transactions made with the Bank subsequent to the receipt by the Bank of written notice of the death of the deceased partner.

27. Assignment

27.1 The Borrower may not assign or transfer any or all of its rights or obligations under the Agreement.

27.2 The Bank may at any time transfer or assign all or any part of its rights and/or novate all or any part of its obligations under the Agreement or change its lending office without the consent of the Borrower or any other person.

28. Notices

28.1 Any notice given by the Bank to the Borrower shall be deemed to have been received:-
a) if delivered personally, at the time of delivery;
b) if sent by post, two or seven Business Days after posting to an address in Hong Kong or overseas respectively; and
c) if by facsimile, at the time of transmission.

28.2 The address and/or facsimile number of the Borrower are those set out in the PRRTL Facility Letter or any other agreement(s) submitted by the Borrower or those last known to the Bank (including, in the case of a Borrower being a limited company, the registered office of the Borrower for the time being).

28.3 Any notice by the Borrower to the Bank shall be in writing and shall be deemed to have been given only on actual receipt.

29. Governing Law and Jurisdiction

29.1 The Agreement is governed by and shall be construed in accordance with the laws of Hong Kong. The Borrower hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

29.2 If the Borrower is not ordinarily resident in Hong Kong or a company incorporated under the laws of Hong Kong or a foreign company registered under the Companies Ordinance of Hong Kong, the Borrower hereby appoints, agrees to appoint and retain as long as any Facilities are outstanding, a process agent (as notified to the Bank) to accept service of any legal process in Hong Kong on behalf of the Borrower in connection with the Agreement. The Borrower agrees that any writ, summons, order, judgment or other document shall be deemed duly and sufficiently served on the Borrower when left at or sent by post to the address of the process agent last known to the Bank. The foregoing shall not limit the Bank's right to serve process on the Borrower by any other mode of service.

30. Contracts (Rights of 3rd Parties) Ordinance

A person who is not a party to the Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong).