Execution Version

金杜律师事务所
KING&WOOD

HK$198,207,930
FACILITY AGREEMENT

dated ______26 May________ 2026

for

HONG KONG WEIYE SOFTWARE CO., LIMITED
香港偉業軟件股份有限公司
as Borrower

with

SHANGHAI PUDONG DEVELOPMENT BANK CO., LTD.,
ACTING THROUGH ITS HONG KONG BRANCH
as Lender

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IMPORTANT NOTE REGARDING REDACTION

Notice of Redacted Information: Please take notice that certain information contained in this document has been redacted. Specifically, the Hong Kong identification number of Choi King Ting, Charles have been redacted from this copy. The reason for such redaction is to protect the personal privacy of the individual in accordance with the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong).

Confirmation of Adequacy: The remaining information is considered adequate by Hong Kong Weiye Software Co., Limited (the "Offeror"), its sole director and its joint financial advisers, for the purpose of disclosing the nature and significance of the document, and for the Offeror to fulfill its relevant disclosure obligations under the Codes on Takeovers and Mergers and Share Buy-backs.

CONTENTS

THIS AGREEMENT is dated 26 May 2026 and made between:

(1) **HONG KONG WEIYE SOFTWARE CO., LIMITED 香港偉業軟件股份有限公司**, a private company with limited liability incorporated under the laws of Hong Kong with business registration number of 79796604, as borrower (the "**Borrower**"); and

(2) **SHANGHAI PUDONG DEVELOPMENT BANK CO., LTD., ACTING THROUGH ITS HONG KONG** BRANCH, a financial institution incorporated under the laws of the People's Republic of China with limited liability, as lender (the "**Lender**").

IT IS AGREED as follows:

SECTION 1
INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**Account Charge and Supervision Agreement**" means an account charge and supervision agreement entered or to be entered into between the Borrower as chargor and the Lender as chargee in respect of the Funding Account and the Controlled Account.

"**Acquired Shares (SPA)**" means 23,970,000 ordinary shares, representing 74.91% of the issued share capital of the Target, to be sold by the Sellers and purchased by the Borrower upon completion of the Acquisition (SPA) pursuant to the terms of the SPA.

"**Acquisition**" means the Acquisition (SPA) and the acquisition of the Offer Shares pursuant to the Offer.

"**Acquisition (SPA)**" means the acquisition of the Acquired Shares (SPA) by the Borrower as buyer and the Sellers as sellers pursuant to the terms of the SPA.

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Anti-Corruption Laws**" means the US Foreign Corrupt Practices Act of 1977, United Kingdom Bribery Act 2010 and any other applicable anti-bribery or anti-corruption law or regulation in any jurisdiction.

"**Anti-Terrorism Financing Laws**" means all applicable references, requirements and regulations of the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap. 615 of the Laws of Hong Kong), United Nations (Anti-Terrorism Measures) Ordinance (Cap. 575 of the Laws of Hong Kong), the United Nations (Anti-Terrorism Measures) Regulations or similar rules or regulations which in every case are issued, administered or enforced by any Governmental Agency having jurisdiction over any Obligor or any member of the Group or to which any Obligor or any member of the Group is subject. In the absence of an equivalent local regulation, the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap. 615 of the Laws of Hong Kong) and

United Nations (Anti-Terrorism Measures) Ordinance (Cap. 575 of the Laws of Hong Kong) shall apply.

"**APLMA**" means the Asia Pacific Loan Market Association Limited.

"**Authorisation**" means:

(a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or

(b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"**Availability Period**" means the period from and including the date of this Agreement to and including the earlier of:

(a) the date on which the Offer lapses, is withdrawn or is otherwise terminated; and

(b) the date falling 364 days from the date of this Agreement.

"**Available Commitment**" means the Lender’s Commitment *minus*:

(a) the amount of any outstanding Loans (for such purpose taking into account the principal amount of each such Loan when it is made and disregarding any subsequent reduction in such principal amount); and

(b) in relation to any proposed Utilisation, the Lender's participation in any Loan (other than the Loan the subject of such proposed Utilisation) that is due to be made on or before the Utilisation Date for such proposed Utilisation.

"**Borrower Group**" means the Borrower and its Subsidiaries from time to time, and for the avoidance of doubt, which includes the Target Group upon the Target becoming a Subsidiary of the Borrower after the Acquisition (SPA).

"**Break Costs**" means the amount (if any) by which:

(a) the interest which the Lender should have received pursuant to the terms of this Agreement for the period from the date of receipt or recovery of all or any part of the principal amount of a Loan or Unpaid Sum to the last day of the current Interest Period in respect of that Loan or Unpaid Sum, had the principal amount of that Loan or had that Unpaid Sum received or recovered been paid on the last day of that Interest Period;

exceeds:

(b) the amount of interest which the Lender would be able to obtain by placing an amount equal to the principal amount of that Loan or Unpaid Sum received or recovered by it on deposit with a leading bank in the Relevant Interbank Market for a period starting on the Business Day following receipt or recovery and ending on the last day of that current Interest Period.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Hong Kong and Beijing.

"**Certain Funds Period**" means the period from the date of this Agreement to and including the day falling on the earlier of:

(a) the date on which the Available Commitment has been fully utilised, cancelled or otherwise reduced to zero in accordance with this Agreement; and

(b) the last day of the Availability Period.

"**Charged Property**" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security.

"**Code**" means the Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC as in effect from time to time.

"**Commitment**" means HK$198,207,930 to the extent not cancelled, reduced or transferred by the Lender under this Agreement.

"**Companies Ordinance**" means the Companies Ordnance (Cap. 622 of the Laws of Hong Kong).

"**Composite Document**" means a composite offer and response document to be jointly issued by the Offeror and the Target to the shareholders of the Target, setting out the proposals for the Offer.

"**Confidential Information**" means all information relating to any Obligor, the Group, the Acquisition, the Offer, the Finance Documents or the Facility of which the Lender becomes aware in its capacity as, or for the purpose of becoming, the Lender or which is received by the Lender in relation to, or for the purpose of becoming the Lender under, the Finance Documents or the Facility from any member of the Group or any of its advisers in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes:

(i) information that is or becomes public information other than as a direct or indirect result of any breach by the Lender of Clause 22 (*Disclosure of information*);

(ii) information that is identified in writing at the time of delivery as non-confidential by any member of the Group or any of its advisers; or

(iii) information that is known by the Lender before the date the information is disclosed to it in accordance with paragraphs (i) or (ii) above or is lawfully obtained by the Lender after that date, from a source which is, as far as the Lender is aware, unconnected with the Group and which, in either case, as far as the

Lender is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality; and

(iv) any Funding Rate.

"**Confidentiality Undertaking**" means a confidentiality undertaking substantially in a recommended form of the APLMA or in any other form agreed between the Borrower and the Lender.

"**Controlled Account**" means the bank account opened in the name of the Borrower with the Lender with account number 2888 012 124624 1 (including any renewal or re-designation thereof).

"**Consent Letter**" means a notice substantially in the form set out in Schedule 4 (*Consent Letter of the Joint Financial Advisers*).

"**Default**" means an Event of Default or any event or circumstance specified in Clause 20 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Lender.

"**Disruption Event**" means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; and

(b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:

(i) from performing its payment obligations under the Finance Documents; or

(ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"**Environmental Claim**" means any claim, proceeding or investigation by any person in respect of any Environmental Law.

"**Environmental Law**" means any applicable law in any jurisdiction in which any member of the Group conducts business which relates to the pollution or protection of the environment or harm to or the protection of human health or the health of animals or plants.

"**Environmental Permits**" means any Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any member of the Group conducted on or from the properties owned or used by the relevant member of the Group.

"**Event of Default**" means any event or circumstance specified as such in Clause 20 (*Events of Default*).

"**Executive**" means the Executive Director of the Corporate Finance Division of the SFC or any delegate of the Executive Director of the Corporate Finance Division of the SFC.

"**Facility**" means the term loan facility made available under this Agreement as described in Clause 2.1 (*The Facility*).

"**Facility Office**" means the office or offices notified by the Lender to the Borrower in writing as the office or offices through which it will perform its obligations under this Agreement.

"**FATCA**" means:

(a) sections 1471 to 1474 of the US Internal Revenue Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

(c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraph (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"**FATCA Deduction**" means a deduction or withholding from a payment under a Finance Document required by FATCA.

"**FATCA Exempt Party**" means a Party that is entitled to receive payments free from any FATCA Deduction.

"**Finance Documents**" means this Agreement, any Security Document, any Utilisation Request, the Intercreditor Agreement and any other document designated as such by the Lender and the Borrower, and each a "**Finance Document**".

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) any amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a balance sheet liability;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);

(h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

(i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.

"**Funding Account**" means an account held in the name of the Borrower with the Lender with account number 2888 002 124624 1 (including any renewal or re-designation thereof).

"**Funding Rate**" means any individual rate referred to in paragraph (a)(ii) of Clause 10.1 (*Unavailability of Screen Rate*).

"**GAAP**" means:

(a) in respect of the Borrower, generally accepted accounting principles in Hong Kong; and

(b) in respect of the Target, generally accepted accounting principles in Hong Kong.

"**Governmental Agency**" means any government or any governmental agency, semi-governmental or judicial entity or authority (including, without limitation, any stock exchange or any self-regulatory organisation established under statute).

"**Group**" means the Parent and its Subsidiaries from time to time, and for the avoidance of doubt, which includes the Target Group upon the Target becoming a Subsidiary of the Borrower after the Acquisition (SPA).

"**HIBOR**" means, in relation to any Loan:

(a) the applicable Screen Rate as of the Specified Time for Hong Kong dollars and for a period equal in length to the Interest Period of that Loan; or

(b) as otherwise determined pursuant to Clause 10.1 (*Unavailability of Screen Rate*) and if, in either case, that rate is below zero, HIBOR will be deemed to be zero.

"**Holding Company**" means, in relation to a person, any other person in respect of which it is a Subsidiary.

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.

"**Indirect Tax**" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

"**Intercreditor Agreement**" means the intercreditor agreement entered or to be entered into between, among others, the Lender, SPDB CD and the Borrower.

"**Interest Period**" means, in relation to a Loan, each period determined in accordance with Clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 8.3 (*Default interest*).

"**Interpolated Screen Rate**" means, in relation to any Loan, the rate (rounded to the same number of decimal places as the two relevant Screen Rates relating to that currency) which results from interpolating on a linear basis between:

(a) the applicable Screen Rate for the longest period (for which that Screen Rate is available) which is less than the Interest Period of that Loan; and

(b) the applicable Screen Rate for the shortest period (for which that Screen Rate is available) which exceeds the Interest Period of that Loan,

each as of the Specified Time relating to that currency.

"**Joint Financial Advisers**" means, collectively, (i) DL Securities (HK) Limited 德林證券(香港)有限公司, a private company with limited liability incorporated under the laws of Hong Kong with business registration number of 53621845; and (ii) Dakin Capital Limited 德健融資有限公司, a private company with limited liability incorporated under the laws of Hong Kong with business registration number of 64555502.

"**Lender's Spot Rate of Exchange**" means:

(a) the Lender's spot rate of exchange; or

(b) (if the Lender does not have an available spot rate of exchange) any other publicly available spot rate of exchange selected by the Lender (acting reasonably),

for the purchase of the relevant currency with Hong Kong dollars in the relevant foreign exchange market at or about 11:00 a.m. on a particular day.

"**Loan**" means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan.

"**Major Default**" means any circumstances constituting an Event of Default under any of:

(a) Clause 20.1 (*Non-payment*);

(b) Clause 20.2 (*Material covenants*);

(c) Clause 20.3 (*Other obligations*) insofar as it relates to a breach of Clauses 19.4 (*Negative pledge*), 19.5 (*Disposals*), 19.7 (*Change of business*), 19.11 (*Loans and guarantees*), 19.12 (*Financial Indebtedness*), paragraph (a)(ii) of Clause 19.20 (*Offer undertakings*);

(d) Clause 20.4 (*Misrepresentation*) insofar as it relates to a breach of any Major Representation;

(e) Clause 20.6 (*Insolvency*);

(f) Clause 20.7 (*Insolvency proceedings*);

(g) Clause 20.8 (*Creditors' process*);

(h) Clause 20.9 (*Unlawfulness and invalidity*); or

(i) Clause 20.10 (*Repudiation*).

"**Major Representation**" means:

(a) Clause 17.1 (*Status*);

(b) Clause 17.2 (*Binding obligations*);

(c) Clause 17.3 (*Non-conflict with other obligations*);

(d) Clause 17.4 (*Power and authority*);

(e) Clause 17.5 (*Validity and admissibility in evidence*);

(f) Clause 17.8 (*Insolvency*);

(g) Clause 17.10 (*No default*);

(h) Clause 17.20 (*Offer Documents*);

(i) Clause 17.21 (*SPA*);

(j) Clause 17.22 (*Sanctions*);

(k) Clause 17.23 (*Anti-money laundering*); or

(l) Clause 17.24 (*Anti-bribery*).

"**Mandatory Prepayment Event**" means any event or circumstance specified in Clauses 7.1 (*Illegality*) or 7.2 (*Full mandatory prepayment*) has occurred.

"**Margin**" means 2.5 per cent. per annum.

"**Material Adverse Effect**" means a material adverse effect on:

(a) the business, operations, property or condition (financial or otherwise) or prospects of any Obligor and/or the Group taken as a whole;

(b) the ability of any of the Obligors to perform its obligations under any Transaction Documents to which it is a party; or

(c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purported to be granted pursuant to, any of the Finance Documents or the rights or remedies of the Lender under, the Transaction Documents.

"**Minimum Amount**" means an amount equal to the lower of (i) HK$198,207,930 or its equivalent; and (ii) the sum of the consideration payable by the Borrower pursuant to the Acquisition and any relevant reasonable transaction expenses set out in the SPA, the Offer Documents and any other subsequent announcements and offer documents.

"**MoC**" means the Ministry of Commerce of the PRC (中华人民共和国商务部) including its successors and its local counterpart, as applicable.

"**Month**" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

(a) subject to paragraph (c) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;

(b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and

(c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will apply only to the last Month of any period.

"**NDRC**" means the National Development and Reform Commission of the PRC (中华人民共和国国家发展和改革委员会) including its successors and its local counterpart, as applicable.

"**Obligors**" means the Borrower and each other party to any Finance Document (other than the Intercreditor Agreement) other than the Lender, and "**Obligor**" means each one of them.

"**ODI**" means "overseas direct investment" pursuant to PRC laws and regulations.

"**ODI Approval**" means the applicable approval, registration and/or report for ODI in connection with the Acquisition granted or to be granted by, or conducted or to be conducted with, the relevant PRC authorities (including but not limited to (i) NDRC; (ii) MoC; and (iii) SAFE, as applicable).

"**Offer**" means the possible mandatory general cash offer made or to be made by DL Securities (HK) Limited for and on behalf of the Borrower in accordance with the Code to acquire all of the Offer Shares in accordance with the terms and conditions set out in the Offer Documents (such offer may from time to time be amended, extended, revised, renewed or waived to the extent not restricted under this Agreement).

"**Offer Announcement**" means the joint announcement of the Offer and the Target in accordance with Rule 3.5 of the Code issued or to be issued by or on behalf of the Borrower or jointly by the Borrower and the Target (as the case may be).

"**Offer Closing**" means the last day upon which the consideration in respect of all the Offer Shares tendered for acceptance in the Offer may be payable in accordance with Rule 20.1 of the Code.

"**Offer Documents**" means, collectively, the Offer Announcement, the Composite Document, and an "**Offer Document**" means either of them, as the context may require.

"**Offer Shares**" means the ordinary shares in the issued share capital of the Target (other than those already held and/or agreed to be acquired by the Borrower or persons acting in concert with it, if any).

"**Onshore Facility Agreement**" means 并购贷款合同 (acquisition loan contract) entered or to be entered into between SPDB CD as the lender and the Parent as the borrower relating to a term loan facility in an amount of up to RMB135,000,000 or to be advanced by SPDB CD to the Parent in connection with the Acquisition pursuant to the terms thereof.

"**Original Financial Statements**" means:

(a) in relation to the Borrower, the audited consolidated financial statements of the Borrower Group for the financial year ended 31 December 2024; and

(b) in relation to the Target, its audited consolidated financial statements for its financial year ended 31 December 2024.

"**Parent**" means 成都四方伟业软件股份有限公司（Chengdu Sifang Weiye Software. Co., Ltd.), a company incorporated under the laws of the PRC with the unified social credit code of 9151010009940774XB.

"**Party**" means a party to this Agreement.

"**PRC**" means the People's Republic of China (for the purpose of this Agreement only, excluding Hong Kong, the Macau special administrative region and Taiwan).

"**Quotation Day**" means:

(a) in relation to any period for which an interest rate is to be determined the first day of that period, unless market practice differs in the applicable Relevant Interbank Market for HK dollars in which case the Quotation Day will be determined by the Lender in accordance with market practice in such Relevant Interbank Market (and if quotations would normally be given by leading banks in such Relevant Interbank Market on more than one day, the Quotation Day will be the last of those days); and

(b) in relation to any Interest Period the duration of which is selected by the Lender pursuant to Clause 8.3 (*Default interest*), such date as may be determined by the Lender (acting reasonably).

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"**Relevant Interbank Market**" means the Hong Kong interbank market.

"**Repayment Date**" means the date falling 364 days after the date of the first Utilisation Date, provided that if such date is not a Business Day, the Repayment Date shall be the immediately preceding Business Day.

"**Repeating Representations**" means each of the representations set out in Clauses 17 (*Representations*) except Clauses 17.7 (*Deduction of Tax*) to 17.9 (*No filing or stamp taxes*), Clauses 17.10 (*No default*), paragraph (c) of Clause 17.11 (*No misleading information*), and Clause 17.13 (*Pari passu ranking*).

"**Representative**" means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

"**Required Interest Reserve Balance**" means, at any date in relation to each Loan, the amount (in the same currency of that Loan) that is equal to or more than the sum of the aggregate interest which would be payable on that Loan at any time during the period of one Month from and including such date, on the assumptions that:

(a) such first-mentioned Loan includes without limitation each Loan that is to be made on such date;

(b) no repayment of that Loan will be made during such three-Month period except on the Repayment Date; and

(c) the rate of interest applicable to that Loan will be at all times during the period be equal to the then prevailing rate of interest applicable to that Loan as at such first-mentioned date.

"**SAFE**" means the State Administration of Foreign Exchange (国家外汇管理局) of the PRC including its successors and its local counterpart, as applicable.

"**Sanctions Authority**" means any of the following:

(a) the Security Council of the United Nations;

(b) the United States of America;

(c) the United Kingdom;

(d) the European Union;

(e) any member state of the European Union;

(f) Hong Kong;

(g) the PRC (including without limitation the Ministry of Commerce of the PRC and the Ministry of Public Security of the PRC);

(h) Singapore; and

(i) the governments and official institutions or agencies of any of paragraphs (a) to (h) above, including without limitation, the US Office of Foreign Assets Control, the US Department of State, and His Majesty's Treasury.

"**Screen Rate**" means the Hong Kong interbank offered rate administered by the Treasury Markets Association (or any other person which takes over the administration of that rate) for Hong Kong dollars for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page HKABHIBOR of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays the rate), or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters if such page or service ceases to be available, the Lender may specify another page or service displaying the relevant rate after consultation with the Borrower.

"**Secured Parties**" means the Lender and any Receiver or Delegate, and each a "**Secured Party**".

"**Securities Account**" means the securities account in the name of the Borrower opened at the Lender (or such other custodian as the Lender may agree) with the account numbers 448238A and 2888-012-448238-1 (including any renewal or re-designation thereof).

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Security Documents**" means:

(a) the Share Charge;

(b) the Account Charge and Supervision Agreement; and

(c) any other document or instrument that may at any time constitute or be given as security for any of the obligations or liabilities pursuant to or in connection with any Finance Document,

(each a "**Security Document**").

"**Seller I**" means Mr. Choi King Ting (蔡敬庭), holder of Hong Kong identity card with the number of [redacted].

"**Seller II**" means JC Fashion International Group Limited, a company incorporated under British Virgin Islands with limited liability with registered address at Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands.

"**Sellers**" means Seller I and Seller II, and each a "**Seller**".

"**SFC**" means Securities and Futures Commission of Hong Kong.

"**Share Charge**" means a share charge entered or to be entered into between the Borrower as chargor and the Lender as chargee in respect of the Securities Account and ordinary shares of the Target deposited or to be deposited into such account.

"**SPA**" means the share sale and purchase agreement between the Borrower and the Sellers dated 25 May 2026 in respect of the Acquisition (SPA).

"**SPDB CD**" means 上海浦东发展银行股份有限公司成都分行 (Shanghai Pudong Development Bank Co., Ltd. Chengdu Branch), a financial institution incorporated under the laws of the PRC with limited liability.

"**Specified Time**" means a day or time determined in accordance with Schedule 3 (*Timetables*).

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited.

"**Subsidiary**" means, in relation to any company or corporation, a company or corporation:

(a) which is controlled, directly or indirectly, by the first mentioned company or corporation;

(b) more than half the issued equity share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation; or

(c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"**Target**" means SG Group Holdings Limited 樺欣控股有限公司, a company incorporated in the Cayman Islands with limited liability and the shares of which are listed on the Main Board of the Stock Exchange with stock code 1657 as at the date of this Agreement.

"**Target Group**" means the Target and its Subsidiaries from time to time.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"**Tax Deduction**" has the meaning given to such term in Clause 12.1 (*Tax definitions*).

"**Transaction Documents**" means the Finance Documents, the SPA and the Offer Documents.

"**Transaction Security**" means the Security created or evidenced or expressed to be created or evidenced under the Security Documents.

"**Unpaid Sum**" means any sum due and payable but unpaid by an Obligor under the Finance Documents.

"**US**" means the United States of America.

"**US Internal Revenue Code**" means the US Internal Revenue Code of 1986.

"**Utilisation**" means a utilisation of the Facility.

"**Utilisation Date**" means the date of a Utilisation, being the date on which the relevant Loan is to be made.

"**Utilisation Request**" means a notice substantially in the form set out in Schedule 2 (*Utilisation Request*).

1.2 **Construction**

(a) Unless a contrary indication appears, any reference in this Agreement to:

(i) the "**Borrower**", the "**Parent**", any "**Obligor**", the "**Target**", the "**Lender**", the "**Onshore Lender**", any "**Secured Party**", any "**Party**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/obligations under the Finance Documents;

(ii) "**Assets**" includes present and future properties, revenues and rights of every description;

(iii) a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in the Facility or the addition of any new facility under any Finance Document or other agreement or instrument;

(iv) "**including**" shall be construed as "including without limitation" (and cognate expressions shall be construed similarly);

(v) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

(vi) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality); and

(vii) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation.

(b) A provision of law is a reference to that provision as amended or re-enacted from time to time;

(c) A time of day is a reference to Hong Kong time.

(d) "**Acting in concert**" has the meaning given to it in the Code and "**concert parties**" shall be construed accordingly.

(e) "**Control**" of a person means the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:

(i) cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a general meeting of that person;

(ii) appoint or remove all, or the majority, of the directors or other equivalent officers of that person; or

(iii) give directions with respect to the operating and financial policies of that person with which the directors or other equivalent officers of that person are obliged to comply.

(f) The determination of the extent to which a rate is "**for a period equal in length**" to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.

(g) Section, Clause and Schedule headings are for ease of reference only.

(h) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.

(i) A Default (other than an Event of Default) is "**continuing**" if it has not been remedied or waived, and an Event of Default or a Mandatory Prepayment Event is "**continuing**" if it has not been waived.

(j) Where this Agreement specifies an amount in a given currency (the "**specified currency**") "**or its equivalent**", the "**equivalent**" is a reference to the amount of any other currency which, when converted into the specified currency utilising the Lender's Spot Rate of Exchange (or, if the Lender does not have an available spot rate of exchange, any publicly available spot rate of exchange selected by the Lender (acting reasonably)) for the purchase of the specified currency with that other currency at or about 11 a.m. on the relevant date, is equal to the relevant amount in the specified currency.

1.3 **Currency Symbols and Definitions**

"**HK$**" and "**Hong Kong dollars**" denote the lawful currency of Hong Kong.

1.4 **Third party rights**

(a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement.

(b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

SECTION 2
THE FACILITY

2. THE FACILITY

2.1 **The Facility**
Subject to the terms of this Agreement, the Lender makes available to the Borrower a Hong Kong dollar term loan facility in an aggregate amount equal to the Commitment.

3. PURPOSE

3.1 **Purpose**
The Borrower shall apply all amounts borrowed by it under the Facility towards:

(a) financing the consideration payable by the Borrower pursuant to the Acquisition;

(b) the payment of interest and fees payable by the Borrower under this Agreement, and funding the Controlled Account in accordance with Clause 19.22 (*Bank accounts*); and

(c) the payment of fees, costs and expenses reasonably incurred in relation to the Offer and the Acquisition.

3.2 **Monitoring**
The Lender is not bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. CONDITIONS OF UTILISATION

4.1 **Initial conditions precedent**
The Borrower may not deliver a Utilisation Request unless the Lender has received all of the documents and other evidence listed in Schedule 1 (*Conditions precedent*) in form and substance satisfactory to the Lender (acting reasonably). The Lender shall notify the Borrower promptly upon being so satisfied.

4.2 **Further conditions precedent**
The Lender will only be obliged to comply with Clause 5.4 (*Availability of Loans*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

(a) no Major Default is continuing or would result from the proposed Utilisation;

(b) the Major Representations to be made by each Obligor are true in all material respects;

(c) no Mandatory Prepayment Event has occurred which is continuing; and

(d) (in relation to each Utilisation made prior to the date falling seven Business Days after the Offer Closing) a Consent Letter relating to such Utilisation has been signed by the authorised signatories of the Joint Financial Advisers.

4.3 **Maximum number of Loans**

The Borrower may not deliver a Utilisation Request if as a result of the proposed Utilisation, more than 20 Loans would be outstanding.

4.4 **Certain Funds Period**

Notwithstanding any other provisions to the contrary in this Agreement or any other Finance Document, unless a Major Default or a Mandatory Prepayment Event has occurred which is continuing, during the Certain Funds Period, the Lender shall not be entitled to:

(a) cancel any of the Commitment;

(b) refuse or otherwise prevent the making of a Utilisation under the Facility requested by the Borrower pursuant to the provisions of this Agreement;

(c) exercise any right of set-off or counterclaim in respect of a Utilisation under the Facility to the extent to do so would prevent or limit the making of such Utilisation; or

(d) cancel, accelerate, declare due and payable or due and payable on demand or cause payment (other than any fees payable pursuant to Clause 11 (*Fee*)), repayment or prepayment of any amounts arising under this Agreement or under any Finance Document,

provided that immediately upon expiry of the Certain Funds Period, all such rights, remedies and entitlements that would otherwise be available to the Lender but for this Clause 4.4 shall be available to the Lender notwithstanding that they may not have been exercised or been available during the Certain Funds Period.

SECTION 3
UTILISATION

5. UTILISATION

5.1 Delivery of a Utilisation Request

The Borrower may utilise the Facility by delivery to the Lender of a duly completed Utilisation Request not later than the Specified Time.

5.2 Completion of a Utilisation Request

(a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

(i) the proposed Utilisation Date is a Business Day within the Availability Period;

(ii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*);

(iii) the proposed first Interest Period complies with Clause 9 (*Interest Periods*); and

(iv) the proceeds of the proposed Utilisation shall be credited to the Funding Account.

(b) Only one Loan may be requested in each Utilisation Request.

5.3 Currency and amount

(a) The currency specified in a Utilisation Request shall be Hong Kong dollars.

(b) The amount of the proposed Loan specified in the Utilisation Request shall be an amount which is less than or equal to the Available Commitment and which is a minimum of HK$1,000,000 and an integral multiple of HK$1,000,000 or, if less, the Available Commitment.

5.4 Availability of Loans

If the conditions set out in Clause 4 (*Conditions of Utilisation*) and Clauses 5.1 (*Delivery of a Utilisation Request*) to 5.3 (*Currency and amount*) of this Agreement have been met, the Lender shall make each Loan available by the Utilisation Date through its Facility Office.

5.5 Cancellation of Available Commitment

Any Available Commitment shall be immediately cancelled at 5:00 p.m. on the last day of the Availability Period.

SECTION 4
REPAYMENT, PREPAYMENT AND CANCELLATION

6. REPAYMENT

6.1 Repayment of Loans

(a) The Borrower shall repay each Loan on the Repayment Date.

(b) The Borrower may not reborrow any part of the Facility which is repaid.

7. PREPAYMENT AND CANCELLATION

7.1 Illegality

If, at any time, it is unlawful in any applicable jurisdiction for the Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain any Loan or it is or will become unlawful for any Affiliate of the Lender for the Lender to do so:

(a) the Lender shall promptly notify the Borrower upon becoming aware of that event;

(b) upon the Lender notifying the Borrower, the Facility will be immediately cancelled; and

(c) the Borrower shall repay the Loans on the last day of the Interest Period for each Loan occurring after the Lender has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law).

7.2 Full mandatory prepayment

If:

(a) the Parent:

  (i) ceases to directly or indirectly beneficially own 100% of the issued shares of the Borrower; or

  (ii) ceases to cast, or control the casting of, 100% of the maximum number of votes that are eligible to be cast at a general or shareholders meeting of the Borrower; and/or

(b) on or after the Offer Closing, the Borrower ceases to beneficially own more than 50% of the issued shares of the Target,

then the Borrower shall immediately notify the Lender of the occurrence of each such event, and regardless of whether any such notice has been given, the Lender may by notice to the Borrower:

(i) immediately cancel the Facility; and/or

(ii) declare all outstanding Loans, together with accrued interest and all other amounts accrued under the Finance Documents, to be immediately due and payable.

Any such notice will take effect in accordance with its terms.

7.3 **Partial mandatory prepayment**

If any of the following events occurs:

(a) The Borrower receives any proceeds from any sale, transfer or otherwise disposal of any ordinary shares of the Target held in the Securities Account by the Borrower as permitted under the terms of this Agreement;

(b) the Borrower receives any dividend proceeds from the Target (after deducting relevant taxes and other necessary expenses incurred by the Borrower for receiving such dividends) in connection with any ordinary shares of the Target held by the Borrower; or

(c) the Borrower receives any proceeds in connection with the Acquisition from the Parent (in the form of capital injection, shareholders loan or any other method acceptable to the Lender),

then the Borrower shall as soon as practicable (in any event shall within five Business Days after the occurrence of such event) notify the Lender of the occurrence of each such event, and regardless of whether any such notice has been given, unless the Lender otherwise agrees in writing, the Borrower shall prepay the Loans in an amount equal to such proceeds on the last day of the Interest Period immediately following the receipt of such proceeds.

7.4 **Voluntary cancellation**

The Borrower may, if it gives the Lender not less than five Business Days' prior notice, cancel the whole or any part (being a minimum amount of HK$1,000,000 and in integral multiples of 1,000,000) of the Available Commitment, provided that the Lender is satisfied that the Borrower has sufficient resources to finance the portion of the consideration payable by it pursuant to the Acquisition despite the cancellation.

7.5 **Voluntary prepayment of Loans**

(a) The Borrower may, if it gives the Lender not less than five Business Days' prior notice, prepay on the last day of an Interest Period applicable thereto, the whole or any part of any Loan (but, if in part, being an amount that reduces the Loan by a minimum amount of HK$1,000,000).

(b) A Loan may only be prepaid after the last day of the Availability Period (or, if earlier, the day on which the Available Commitment is zero).

7.6 **Restrictions**

(a) Any notice of cancellation or prepayment given by any Party under this Clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

(b) Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and, subject to any Break Costs, without premium or penalty.

(c) The Borrower may not reborrow any part of the Facility which is prepaid.

(d) The Borrower shall not repay or prepay all or any part of the Loans or cancel all or any part of the Available Commitment except at the times and in the manner expressly provided for in this Agreement.

(e) No amount of the Commitment cancelled under this Agreement may be subsequently reinstated.

(f) If all or part of a Loan is repaid or prepaid and is not available for redrawing (other than by operation of Clause 4.2 (*Further conditions precedent*)), an amount of the Commitment (equal to the amount which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

SECTION 5
COSTS OF UTILISATION

8. INTEREST

8.1 Calculation of interest

The rate of interest on each Loan for each Interest Period is the percentage rate per annum which is the aggregate of:

(a) the Margin; and

(b) the applicable HIBOR.

8.2 Payment of interest

The Borrower shall pay accrued interest on each Loan on the last day of each Interest Period applicable to that Loan (and, if the Interest Period is longer than six Months, on the dates falling at six monthly intervals after the first day of the Interest Period).

8.3 Default interest

(a) If an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the Unpaid Sum from the due date to the date of actual payment (both before and after judgment) at a rate which is, subject to paragraph (b) below, two per cent. per annum higher than the rate which would have been payable if the Unpaid Sum had, during the period of non-payment, constituted a Loan in the currency of the Unpaid Sum for successive Interest Periods, each of a duration selected by the Lender (acting reasonably). Any interest accruing under this Clause 8.3 shall be immediately payable by the Obligor on demand by the Lender.

(b) If any Unpaid Sum consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:

(i) the first Interest Period for that Unpaid Sum shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and

(ii) the rate of interest applying to the Unpaid Sum during that first Interest Period shall be two per cent. per annum higher than the rate which would have applied if the Unpaid Sum had not become due.

(c) Default interest (if unpaid) arising on an Unpaid Sum will be compounded with the Unpaid Sum at the end of each Interest Period applicable to that Unpaid Sum but will remain immediately due and payable.

8.4 Notification of rates of interest

The Lender shall promptly notify the Borrower of the determination of a rate of interest under this Agreement.

9. INTEREST PERIODS

9.1 Interest Periods

(a) Subject to this Clause 9, each Interest Period for a Loan shall be one Month, three Months or any other period agreed between the Borrower and the Lender.

(b) Each Interest Period for a Loan shall start on its Utilisation Date or (if a Loan has already been made) on the last day of the preceding Interest Period of such Loan.

(c) An Interest Period for a Loan shall not extend beyond the Repayment Date.

9.2 Non-Business Days

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

9.3 Consolidation of Loans

(a) If the last day of an Interest Period of two or more Loans in the same currency end on the same date, those Loans will be consolidated into, and treated as, a single Loan on the last day of the Interest Period.

(b) The Borrower may not request that a Loan be divided.

10. CHANGES TO THE CALCULATION OF INTEREST

10.1 Unavailability of Screen Rate

(a) *Interpolated Screen Rate*: If no Screen Rate is available for HIBOR for the Interest Period of a Loan, the applicable HIBOR shall be the Interpolated Screen Rate for a period equal in length to the Interest Period of that Loan.

(b) *Cost of funds*: If paragraph (a) above applies but it is not possible to calculate the Interpolated Screen Rate, there shall be no Screen Rate for that Loan and Clause 10.4 (*Cost of funds*) shall apply to that Loan for that Interest Period.

10.2 Market disruption

(a) Subject to any alternative basis agreed and consented to as contemplated by paragraphs (a) and (b) of Clause 10.3 (*Alternative basis of interest or funding*), if a Market Disruption Event occurs in relation to a Loan for any Interest Period, then the rate of interest on that Loan for that Interest Period shall be the percentage rate per annum which is the sum of:

(i) the applicable Margin; and

(ii) the percentage rate per annum notified to the Borrower by the Lender, as soon as practicable and in any event not later than five Business Days before interest is due to be paid in respect of that Interest Period, as the cost to the Lender determined by the Lender of funding that Loan in the relevant currency from whatever source(s) it may reasonably select.

(b) In this Agreement "**Market Disruption Event**" means:

(i) at or about noon on the Quotation Day for the relevant Interest Period no Screen Rate is available and it is not possible to calculate an Interpolated Screen Rate; or

(ii) at 5:00 p.m. on the Business Day immediately following the Quotation Day for the relevant Interest Period, the Lender notifies the Borrower that the cost to it of obtaining matching deposits in the Relevant Interbank Market would be in excess of HIBOR.

10.3 **Alternative basis of interest or funding**

(a) If a Market Disruption Event occurs and the Lender or the Borrower so requires, the Lender and the Borrower shall enter into negotiations (for a period of not more than 30 days) with a view to agreeing a substitute basis for determining the rate of interest.

(b) Any alternative basis agreed pursuant to paragraph (a) above shall, with the prior consent of the Lender and the Borrower, be binding on all Parties.

(c) For the avoidance of doubt, in the event that no substitute basis is agreed at the end of the 30-day period, the rate of interest shall continue to be determined in accordance with the terms of this Agreement.

10.4 **Cost of funds**

(a) If this Clause 10.4 applies, the rate of interest on the Lender's share of relevant Loan for the relevant Interest Period shall be the percentage rate per annum which is the sum of:

(i) the Margin; and

(ii) the rate notified to the Borrower by the Lender as soon as practicable and in any event within two Business Days before the date on which interest is due to be paid in respect of that Interest Period (or such later date as may be acceptable to the Lender) to be that which expresses as a percentage rate per annum the cost to the Lender of funding that Loan from whatever source it may reasonably select.

(b) If this Clause 10.4 applies and the Lender or the Borrower so requires, the Lender and the Borrower shall enter into negotiations (for a period of not more than 30 days) with a view to agreeing a substitute basis for determining the rate of interest.

(c) Any alternative basis agreed pursuant to paragraph (b) above shall, with the prior consent of the Lenders and the Borrower, be binding on all Parties. For the avoidance of doubt, in the event that no substitute basis is agreed at the end of the 30-day period, the rate of interest shall continue to be determined in accordance with the terms of this Agreement.

10.5 **Break Costs**

(a) The Borrower shall, within three Business Days of demand by the Lender, pay to the Lender its Break Costs attributable to all or any part of a Loan or Unpaid Sum being paid by the Borrower on a day other than the last day of an Interest Period for that Loan or Unpaid Sum.

(b) The Lender shall, as soon as reasonably practicable after a demand by the Borrower, provide a certificate confirming the amount of its Break Costs for any Interest Period in which they accrue.

11. FEES

11.1 Commitment fee

(a) The Borrower shall pay to the Lender a non-refundable commitment fee in the amount equal to 0.5 per cent. of the Commitment as at the date of this Agreement, being HK$198,207,930.

(b) The commitment fee is payable in one lump sum by the earlier of:

(i) the date falling five Business Days after funds are remitted from the PRC for the first time in accordance with the ODI Approval; and

(ii) 31 December 2026.

SECTION 6

ADDITIONAL PAYMENT OBLIGATIONS

12. TAX GROSS-UP AND INDEMNITIES

12.1 Tax definitions

(a) In this Clause 12:

"**Tax Credit**" means a credit against, relief or remission for, or repayment of any Tax.

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

"**Tax Payment**" means an increased payment made by an Obligor to the Lender under Clause 12.2 (*Tax gross-up*) or a payment under Clause 12.3 (*Tax indemnity*).

(b) Unless a contrary indication appears, in this Clause 12 a reference to "**determines**" or "**determined**" means a determination made in the absolute discretion of the person making the determination.

12.2 Tax gross-up

(a) All payments to be made by an Obligor to the Lender under the Finance Documents shall be made free and clear of and without any Tax Deduction unless such Obligor is required to make a Tax Deduction, in which case the sum payable by such Obligor (in respect of which such Tax Deduction is required to be made) shall be increased to the extent necessary to ensure that the Lender receives a sum net of any deduction or withholding equal to the sum which it would have received had no such Tax Deduction been made or required to be made.

(b) The Borrower shall promptly upon becoming aware that an Obligor shall make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Lender accordingly. Similarly, the Lender shall notify the Borrower on becoming so aware in respect of a payment payable to the Lender.

(c) If an Obligor is required to make a Tax Deduction, that Obligor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

(d) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction or payment shall deliver to the Lender evidence reasonably satisfactory to the Lender that the Tax Deduction has been made or (as applicable) any appropriate payment has been paid to the relevant taxing authority.

12.3 Tax indemnity

(a) Without prejudice to Clause 12.2 (*Tax gross-up*), if the Lender is required to make any payment of or on account of Tax on or in relation to any sum received or receivable under the Finance Documents (including any sum deemed for the purposes of Tax to be received or receivable by the Lender whether or not actually received or receivable) or if any liability in respect of any such payment is asserted, imposed, levied or assessed against the Lender, the Borrower shall, within 10 Business Days of demand of the Lender, promptly indemnify the Lender against such payment or liability, together with any interest, penalties, costs and expenses payable or incurred in connection therewith, **provided that** this Clause 12.3 shall not apply to:

(i) any Tax imposed on and calculated by reference to the net income actually received or receivable by the Lender (but, for the avoidance of doubt, not including any sum deemed for the purposes of Tax to be received or receivable by the Lender but not actually receivable) by the jurisdiction in which the Lender is incorporated;

(ii) any Tax imposed on and calculated by reference to the net income of the Facility Office of the Lender actually received or receivable by the Lender (but, for the avoidance of doubt, not including any sum deemed for purposes of Tax to be received or receivable by the Lender but not actually receivable) by the jurisdiction in which its Facility Office is located; or

(iii) the extent a loss or liability relates to a FATCA Deduction required to be made by a Party.

(b) If the Lender makes, or intends to make, a claim under paragraph (a) above, it shall notify the Borrower of the event giving rise to the claim.

12.4 **Tax Credit**

If an Obligor makes a Tax Payment and the Lender determines that:

(a) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and

(b) the Lender has obtained and utilised that Tax Credit,

the Lender shall pay an amount to the Obligor which the Lender determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

12.5 **Stamp taxes**

The Borrower shall:

(a) pay all stamp duty, registration and other similar Taxes payable in respect of any Finance Document; and

(b) within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to any stamp duty, registration or other similar Tax paid or payable in respect of any Finance Document.

12.6 **Indirect Tax**

(a) All amounts set out or expressed in a Finance Document to be payable by any Party to the Lender shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by the Lender to any Party in connection with a Finance Document, that Party shall pay to the Lender (in addition to and at the same time as paying the consideration) an amount equal to the amount of the Indirect Tax.

(b) Where a Finance Document requires any Party to reimburse or indemnify the Lender for any costs or expenses, that Party shall also at the same time pay and indemnify the Lender against all Indirect Tax incurred by the Lender in respect of the costs or expenses to the extent the Lender reasonably determines that it is not entitled to credit or repayment in respect of the Indirect Tax.

12.7 **FATCA information**

(a) Subject to paragraph (c) below, each Party shall, within 10 Business Days of a reasonable request by another Party:

(i) confirm to that other Party whether it is:

(A) a FATCA Exempt Party; or

(B) not a FATCA Exempt Party,

(ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and

(iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.

(b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.

(c) Paragraph (a) above shall not oblige the Lender to do anything, and paragraph (a)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:

(i) any law or regulation;

(ii) any fiduciary duty; or

(iii) any duty of confidentiality.

(d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (ii) above, (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.

12.8 **FATCA Deduction**

(a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.

(b) Each Party shall promptly, upon becoming aware that it shall make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Borrower.

13. INCREASED COSTS

13.1 **Increased costs**

(a) Subject to Clause 13.3 (*Exceptions*) the Borrower shall, within 10 Business Days of a demand by the Lender, pay the Lender the amount of any Increased Costs incurred by the Lender or any of its Affiliates as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation or (ii) compliance with any law or regulation made after the date of this Agreement. The terms "law" and "regulation" in this paragraph (a) shall include any law or regulation concerning capital adequacy, prudential limits, liquidity, reserve assets or Tax.

(b) "**Increased Costs**" means:

(i) a reduction in the rate of return from the Facility or on the Lender's (or its Affiliate's) overall capital (including as a result of any reduction in the rate of return on capital brought about by more capital being required to be allocated by the Lender);

(ii) an additional or increased cost; or

(iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by the Lender or any of its Affiliates to the extent that it is attributable to the undertaking, funding or performance by the Lender of any of its obligations under any Finance Document or any Loan or Unpaid Sum.

13.2 **Increased cost claims**

(a) If the Lender intends to make a claim pursuant to Clause 13.1 (*Increased costs*) it shall notify the Borrower of the event giving rise to the claim.

(b) The Lender shall, as soon as practicable after a demand by the Borrower, provide a certificate confirming the amount of its Increased Costs.

13.3 **Exceptions**

Clause 13.1 (*Increased costs*) does not apply to the extent any Increased Cost is:

(a) attributable to a Tax Deduction required by law to be made by the Borrower;

(b) attributable to a FATCA Deduction required to be made by a Party;

(c) compensated for by Clause 12.3 (*Tax indemnity*) (or would have been compensated for under Clause 12.3 (*Tax indemnity*) but was not so compensated solely because the exclusion in paragraph (a) of Clause 12.3 (*Tax indemnity*) applied); or

(d) attributable to the wilful breach by the Lender or its Affiliates of any law or regulation.

14. MITIGATION BY THE LENDER

14.1 **Mitigation**

(a) The Lender shall, in consultation with the Borrower, take all reasonable steps to mitigate any circumstances which arise following the date of this Agreement and which would result in any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 7.1 (*Illegality*), Clause 12 (*Tax gross-up and indemnities*) or Clause 13 (*Increased costs*) including:

(i) providing such information as the Borrower may reasonably request in order to permit the Borrower to determine its entitlement to claim any exemption or relief (whether pursuant to a double taxation treaty or otherwise) from any obligation to make a Tax Deduction; and

(ii) transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.

(b) Paragraph (a) above does not in any way limit the obligations of the Borrower under the Finance Documents.

14.2 **Limitation of liability**

(a) The Borrower shall promptly indemnify the Lender for all costs and expenses reasonably incurred by the Lender as a result of steps taken by it under Clause 14.1 (*Mitigation*).

(b) The Lender is not obliged to take any steps under Clause 14.1 (*Mitigation*) if, in its opinion (acting reasonably), to do so might be prejudicial to it or any of its Affiliates.

14.3 **Conduct of business by the Lender**

No provision of this Agreement will:

(a) interfere with the right of the Lender to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;

(b) oblige the Lender to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or

(c) oblige the Lender to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

15. OTHER INDEMNITIES

15.1 **Currency indemnity**

(a) If any sum due from an Obligor under the Finance Documents (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against that Obligor; or

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Obligor shall as an independent obligation, within 10 Business Days of demand, indemnify each Secured Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

(b) Each Obligor waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency or currency unit other than that in which it is expressed to be payable.

15.2 **Other indemnities**

(a) The Borrower shall (or shall procure that an Obligor will), within 10 Business Days of demand, indemnify each Secured Party against any cost, loss or liability incurred by that Secured Party as a result of:

(i) the occurrence of any Event of Default;

(ii) any written information produced or approved by any Obligor being or being alleged to be misleading and/or deceptive in any material respect;

(iii) any enquiry, investigation, subpoena (or similar order) or litigation with respect to any Obligor or with respect to the transactions contemplated or financed or secured under any Finance Document;

(iv) a failure by an Obligor to pay any amount due under a Finance Document on its due date or in the relevant currency;

(v) funding, or making arrangements to fund, a Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by the Lender alone); or

(vi) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower.

(b) The Borrower shall promptly indemnify the Lender against any cost, loss or liability incurred by the Lender (acting reasonably) as a result of:

(i) investigating any event which it reasonably believes is a Default;

(ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or

(iii) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement.

16. COSTS AND EXPENSES

16.1 Transaction expenses

The Borrower shall, within three Business Days of demand, pay the Lender the amount of all costs and expenses (including legal fees) reasonably incurred by the Lender or any Receiver or Delegate in connection with the negotiation, preparation, printing, execution and perfection of:

(a) this Agreement and any other documents referred to in this Agreement or in a Security Document; and

(b) any other Finance Documents executed after the date of this Agreement.

16.2 Amendment costs

If (a) an Obligor requests an amendment, waiver or consent or (b) an amendment is required pursuant to Clause 24.8 (*Change of currency*), the Borrower shall, within three Business Days of demand, reimburse the Lender for the amount of all costs and expenses (including legal fees) reasonably incurred by the Lender or any Receiver or Delegate in responding to, evaluating, negotiating or complying with that request or requirement.

16.3 Enforcement costs

The Borrower shall, within three Business Days of demand, pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with the enforcement of, or the preservation of any rights under, any Finance Document and the Transaction Security and any proceedings instituted by or against that Secured Party as a consequence of it entering into a Finance Document, taking or holding the Transaction Security, or enforcing those rights.

SECTION 7

REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT

17. REPRESENTATIONS

The Borrower makes the representations and warranties set out in this Clause 17 to the Lender on the date of this Agreement.

17.1 **Status**

(a) It is a corporation, duly incorporated and validly existing under the laws of Hong Kong.

(b) Each of it and its Subsidiaries (if any) has the power to own its assets and carry on its business as it is being conducted.

17.2 **Binding obligations**

Subject to any general principles of law limiting its obligations which are specifically referred to in any legal opinion delivered in accordance with Clause 4 (*Conditions of Utilisation*)

(a) the obligations expressed to be assumed by it in each Finance Document to which it is a party are legal, valid, binding and enforceable obligations; and

(b) without limiting the generality of paragraph (a) above, each Security Document to which it is a party creates the security interests which that Security Document purports to create and those security interests are valid and effective.

17.3 **Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents and the granting of the Transaction Security to which it is a party do not and will not conflict with:

(a) any law or regulation applicable to it;

(b) its or any of its Subsidiaries' constitutional documents; or

(c) any agreement or instrument binding upon it or any of its Subsidiaries or any of its or any of its Subsidiaries' assets.

17.4 **Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

17.5 **Validity and admissibility in evidence**

Except for registration of the Security Documents in accordance with the terms therein, all Authorisations required:

(a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party;

(b) to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation; and

(c) for it and its Subsidiaries to carry on its business, and which are material,

have been obtained or effected and are in full force and effect.

17.6 **Governing law and enforcement**

(a) The choice of Hong Kong law as the governing law of the Finance Documents will be recognised and enforced in Hong Kong; and

(b) Any judgment obtained in Hong Kong in relation to a Finance Document will be recognised and enforced in Hong Kong.

17.7 **Deduction of Tax**

It is not required under the law applicable where it is incorporated or resident or at the address specified in this Agreement to make any Tax Deduction from any payment it may make under any Finance Document.

17.8 **Insolvency**

No:

(a) corporate action, legal proceeding or other procedure or step described in paragraph (a)(i) of Clause 20.7 (*Insolvency proceedings*); or

(b) creditors' process described in Clause 20.8 (*Creditors' process*),

has been taken or threatened in relation to it or any member of the Group, and none of the circumstances described in Clause 20.6 (*Insolvency*) applies to it or any member of the Group.

17.9 **No filing or stamp taxes**

Except for registration of the Security Documents in accordance with the terms therein, it is not necessary that any Finance Document be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents.

17.10 **No default**

(a) No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation.

(b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on any member of the Group or to which the assets of any member of the Group are subject which might have a Material Adverse Effect.

17.11 **No misleading information**

(a) Any written information contained in or provided by any Obligor or any other member of the Group in relation to any Transaction Document was true, complete and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.

(b) Any financial projections provided by any Obligor or any other member of the Group to the Lender have been prepared on the basis of recent historical information and on the basis of reasonable assumptions.

(c) Nothing has occurred or been omitted from the factual information referred in paragraph (a) above and no information has been given or withheld that results in the information contained in such information being untrue or misleading in any material respect.

(d) All other information provided by any Obligor or any other member of the Group was true, complete and accurate in all material respects as at the date it was given and was not misleading in any material respect.

17.12 **Financial statements**

(a) The financial statements most recently supplied to the Lender (which, at the date of this Agreement, are the Original Financial Statements) were prepared in accordance with GAAP consistently applied save to the extent expressly disclosed in such financial statements.

(b) The financial statements most recently supplied to the Lender (which, at the date of this Agreement, are the Original Financial Statements) give a true and fair view of (if audited) or fairly represent (if unaudited) of its financial condition and operations (consolidated in the case of the Target) for the period to which they relate, save to the extent expressly disclosed in such financial statements.

(c) There has been no material adverse change in its business or financial condition (or the business or consolidated financial condition of the Target) since the date of the Original Financial Statements.

17.13 ***Pari passu* ranking**

Its payment obligations under the Finance Documents to which it is a party rank at least *pari passu* with the claims of all of its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

17.14 **No proceedings**

(a) No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect has or have (to the best of its knowledge and belief) been started or threatened against it or any member of the Group.

(b) No judgment or order of a court, arbitral body or agency which might reasonably be expected to have a Material Adverse Effect has (to the best of its knowledge and belief) been made against it or any member of the Group.

17.15 **Authorised Signatures**

Any person specified as its authorised signatory under Schedule 1 (*Conditions precedent*) or paragraph (g) of Clause 18.3 (*Information: miscellaneous*) is authorised to sign Utilisation Requests (in the case of the Borrower only) and other notices on its behalf.

17.16 **Ranking of Security**

Subject to registration of the Security Documents in accordance with the terms therein, the Transaction Security has or will have the ranking in priority which it is expressed to have in the Security Documents and is not subject to any prior ranking or *pari passu* ranking Security.

17.17 **Good title to assets**

Each of it and the members of the Group has a good, valid and marketable title to, or valid leases or licences of, and all appropriate Authorisations to use, the assets necessary to carry on its business as presently conducted.

17.18 **Legal and beneficial ownership**

It is:

(a) the sole legal and beneficial owner of the respective assets (other than the Offer Shares); and

(b) the sole beneficial owner of the Offer Shares that it owns,

in each case, over which it purports to grant Security created under the Security Documents to which it is a party, free from all Security, except for the Security created under the Security Documents or expressly permitted by this Agreement.

17.19 **Shares**

(a) The shares of the companies whose shares are subject to the Transaction Security are fully paid and not subject to any option to purchase or similar rights.

(b) The constitutional documents of the companies whose shares are subject to the Transaction Security do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of the Transaction Security.

(c) There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of any company whose shares are subject to the Transaction Security (including any option or right of pre-emption or conversion).

17.20 **Offer Documents**

The contents of the Offer Documents (when issued):

(a) do not (or will not) contain any untrue statement by the Borrower or omit any information which makes any statement for which the Borrower or its director(s) are responsible, misleading in any material respect and all expressions of expectation, intention, belief and opinion of the Borrower and/or its director(s) contained in any Offer Documents were honestly made on reasonable grounds after due and careful consideration by the Borrower and/or its directors; and

(b) taken as a whole, contain all the material terms of the Offer.

17.21 **SPA**

(a) The SPA contains all the terms of the Acquisition (SPA).

(b) Except as otherwise disclosed to the Lender prior to the date of this Agreement, there is no material disclosure under or in connection with the SPA which would or could reasonably be expected to materially and adversely affect any of the information, opinions, intentions, forecasts and/or projections delivered or supplied by or on behalf of any Obligor or any member of the Group of any Affiliates of the foregoing to the Lender.

(c) It is and will be in compliance with all material respects with all of its obligations under the SPA, and to the best of its knowledge:

(i) no representation or warranty given by any party to the SPA is untrue or misleading in any material respect; and

(ii) no party to the SPA is in default under or breach of any of its obligations under the SPA in any material respect.

(d) Except with the prior written consent of the Lender:

(i) there will be no amendment, variation or supplement of, or to, or waiver by any member of the Group of, any of the terms of the SPA that will adversely impact the interests of the Lender under the Finance Documents in any material respect;

(ii) no member of the Group will give any consent (which could reasonably be expected to be materially adverse to the interests of any member of the Group or the Lender) under the SPA; and

(iii) there will be no termination, rescission or cancellation of the SPA.

17.22 **Sanctions**

No member of the Group, any director or officer or any employee or agent, or its Affiliates is an individual or entity ("**Person**") that is, or is owned or controlled by Persons that are, (i) the target or subject of any sanctions administered or enforced by any Sanctions Authority (collectively, "**Sanctions**") or (ii) located, organised or resident in a country or territory that is, the target or subject of Sanctions, including, without limitation, currently the Crimea region, Cuba, Iran, North Korea, Sudan and Syria.

17.23 **Anti-money laundering**

The operations of each member of the Group and its Affiliates are and have been conducted at all times in material compliance with applicable Money Laundering Laws and no action, suit or proceeding by or before any court or Governmental Agency, authority or body or any arbitrator involving any member of the Group, or any of its respective directors, officers, agents or employees, in each case, with respect to the Money Laundering Laws is pending or threatened.

17.24 **Anti-bribery**
No member of the Group, nor, to the knowledge of the Borrower, any director, officer, agent, any employee or other person acting on behalf of any member of the Group or any of its Affiliates is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable anti-bribery law, including but not limited to, the United Kingdom Bribery Act 2010 (the "**UK Bribery Act**") and the U.S. Foreign Corrupt Practices Act of 1977 (the "**FCPA**"). Furthermore, each member of the Group and its Affiliates has conducted their businesses in compliance with the UK Bribery Act, the FCPA and similar laws, rules or regulations and have instituted and maintained policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

17.25 **Repetition**
The Repeating Representations are deemed to be made by the Borrower by reference to the facts and circumstances then existing on the date of each Utilisation Request and the first day of each Interest Period.

18. INFORMATION UNDERTAKINGS

The undertakings in this Clause 18 remain in force from the date of this Agreement for so long as any amount is or may become outstanding under the Finance Documents or any Commitment is in force.

18.1 **Financial statements**
The Borrower shall supply to the Lender:

(a) as soon as the same become available, but in any event within 180 days after the end of each of its financial years:

(i) its audited consolidated financial statements for that financial year; and

(ii) the audited consolidated financial statements of the Target for that financial year;

(b) as soon as the same become available, but in any event within 90 days after the end of the first half of each of its financial years:

(i) its unaudited consolidated financial statements for that financial half year; and

(ii) the consolidated financial statements of the Target for that financial half year.

18.2 **Requirements as to financial statements**
(a) Each set of financial statements delivered by the Borrower pursuant to Clause 18.1 (*Financial statements*) shall be certified by a director of the Borrower or, as the case may be, the Target, as giving a true and fair view of (in the case of any

such financial statements which are audited) or fairly representing (in the case of any such financial statements which are unaudited) its (or, as the case may be, its consolidated) financial condition as at the date as at which those financial statements were drawn up.

(b) The Borrower shall procure that each set of financial statements delivered pursuant to Clause 18.1 (*Financial statements*) is prepared using GAAP, and accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Lender that there has been a change in GAAP, the accounting practices or reference periods and its auditors (or, if appropriate, the auditors of the Target,) deliver to the Lender:

(i) a description of any change necessary for those financial statements to reflect the GAAP, and/or accounting practices and reference periods upon which the Original Financial Statements were prepared; and

(ii) sufficient information, in form and substance as may be reasonably required by the Lender, to enable the Lender to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

(c) Any reference in this Agreement to those financial statements of the Borrower or, as the case may be, the Target shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

18.3 **Information: miscellaneous**

The Borrower shall supply to the Lender, unless to do so would be in breach of any of its obligations of confidentiality to any Governmental Agency, the Executive or under any applicable requirements under the Code, or any laws and regulations:

(a) all documents dispatched by any member of the Group to its shareholders (or any class of them) or dispatched by any member of the Group to its creditors generally at the same time as they are dispatched;

(b) promptly, any announcement, notice or other document relating specifically to any member of the Group posted onto any electronic website maintained by any stock exchange on which shares in or other securities of any member of the Group are listed or any electronic website required by any such stock exchange to be maintained by or on behalf of any member of the Group;

(c) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any member of the Group, and which might, if adversely determined, have a Material Adverse Effect;

(d) promptly, such information as the Lender may reasonably require about the Charged Property and compliance of the Obligors with the terms of any Security Documents;

(e) promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral body or agency which is made against any member of the Group, and which might have a Material Adverse Effect;

(f) promptly, such further information regarding the financial condition, business and operations of any member of the Group as the Lender may reasonably request; and

(g) promptly, notice of any change in authorised signatories of any Obligor signed by a director or company secretary of such Obligor accompanied by specimen signatures of any new authorised signatories.

18.4 Notification of default

(a) The Borrower shall notify the Lender of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless the Borrower is aware that a notification has already been provided by another Obligor).

(b) Promptly upon a request by the Lender, the Borrower shall supply to the Lender a certificate signed by two of its directors or senior officers on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

18.5 "Know your customer" checks

If:

(a) the introduction of or any change in (or in the interpretation, administration or application of) any law, regulation or internal policy of the Lender made after the date of this Agreement;

(b) any change in the status of an Obligor after the date of this Agreement; or

(c) a proposed assignment or transfer by the Lender of any of its rights and obligations under this Agreement,

obliges the Lender (or, in the case of paragraph (c) above, any prospective new lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall promptly upon the request of the Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Lender (or, in the case of the event described in paragraph (c) above, on behalf of any prospective new lender) in order for the Lender or, in the case of the event described in paragraph (c) above, any prospective new lender to carry out and be satisfied it has complied with all "know your customer" and other similar checks that is required (or deems desirable) to conduct in connection with the Finance Documents and/or the transactions contemplated under the Finance Documents.

19. GENERAL UNDERTAKINGS

The undertakings in this Clause 19 remain in force from the date of this Agreement for so long as any amount is or may become outstanding under the Finance Documents or any Commitment is in force.

19.1 Authorisations

(a) The Borrower shall (and shall procure that each Obligor will) promptly:

(i) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(ii) supply certified copies to the Lender of,

any Authorisation required to enable it to perform its obligations under the Transaction Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Transaction Document.

(b) The Borrower shall (and shall procure that each Obligor will) promptly complete all registrations pursuant to the terms of each Security Document to which it is a party.

19.2 Compliance with laws

The Borrower shall (and shall procure that each Obligor will) comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Finance Documents to which it is a party.

19.3 *Pari passu* ranking

The Borrower shall ensure that its payment obligations under the Finance Documents to which it is a party rank and continue to rank at least *pari passu* with the claims of all of its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

19.4 Negative pledge

In this Clause 19.4, "**Quasi-Security**" means an arrangement or transaction described in paragraph (b) below.

(a) The Borrower shall not (and shall ensure that no member of the Borrower Group will) create or permit to subsist any Security over any of its assets.

(b) The Borrower shall not (and shall ensure that no member of the Borrower Group will):

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by any member of the Borrower Group;

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;

(iii) enter into or permit to subsist any title retention arrangement;

(iv) enter into or permit to subsist any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(v) enter into or permit to subsist any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

(c) Paragraphs (a) and (b) above do not apply to:

(i) any netting or set-off arrangement entered into by any member of the Borrower Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;

(ii) any Security or Quasi-Security created pursuant to any Finance Document; and

(iii) any Security securing indebtedness the principal amount of which (when aggregated with the principal amount of any other indebtedness which has the benefit of Security given by any member of the Borrower Group other than any permitted under paragraphs (i) and (ii) above) does not exceed HK$10,000,000 (or its equivalent in another currency or currencies).

19.5 **Disposals**

(a) The Borrower shall not (and shall ensure that no member of the Group will), enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset.

(b) Paragraph (a) above does not apply to any sale, lease, transfer or other disposal:

(i) of assets made in the ordinary course of trading of the disposing entity;

(ii) of assets in exchange for other assets comparable or superior as to type, value and quality and for a similar purpose (other than an exchange of a non-cash asset for cash);

(iii) any payment in cash that may be required in connection with the Acquisition;

(iv) sale of shares on arm's length in the Target for the purpose of the restoring or maintaining the Target's minimum public float of 25% which was not achieved as a result of the acquisition by the Borrower of the Offer Shares in accordance with the Listing Rules, provided that prior written consent has been obtained from the Lender (to the extent shares in the Target which are subject to the Share Charge are to be disposed of in such sale); or

(v) where the higher of the market value or consideration receivable (when aggregated with the higher of the market value or consideration receivable for any other sale, lease, transfer or other disposal by any member of the Group, other than any permitted under paragraphs (i) to (iv) above) does not exceed HK$10,000,000 (or its equivalent in another currency or currencies).

19.6 **Merger**

(a) The Borrower shall not (and shall ensure that no member of the Group will) enter into any amalgamation, demerger, merger or corporate reconstruction.

(b) Paragraph (a) above does not apply to any sale, lease, transfer or other disposal permitted pursuant to Clause 19.5 (*Disposals*).

19.7 **Change of business**

The Borrower shall procure that no material change is made to the general nature of the business of the Borrower or the Group (taken as a whole) from that carried on at the date of this Agreement.

19.8 **Environmental compliance**

The Borrower shall (and shall ensure that each member of the Group will) comply in all material respects with all Environmental Law, obtain and maintain any Environmental Permits and take all reasonable steps in anticipation of known or expected future changes to or obligations under Environmental Law or any Environmental Permits.

19.9 **Environmental Claims**

The Borrower shall inform the Lender in writing as soon as reasonably practicable upon becoming aware of:

(a) any Environmental Claim which has been commenced or (to the best of the Borrower's knowledge and belief) is threatened against any member of the Group; or

(b) any facts or circumstances which will or might reasonably be expected to result in any Environmental Claim being commenced or threatened against any member of the Group,

in each case where such Environmental Claim might reasonably be expected, if determined against that member of the Group, to have a Material Adverse Effect.

19.10 **Acquisitions**

(a) The Borrower shall not (and shall ensure that no other member of the Group will) acquire any company, business, assets or undertaking or make any investment.

(b) Paragraph (a) above does not apply to:

(i) the Acquisition and the Offer;

(ii) an acquisition of any assets permitted to be disposed of pursuant to Clause 19.5 (*Disposals*)

(iii) an acquisition or investment by any member of the Group the value of which acquisition or investment (when aggregated with the value of all other acquisitions and investments permitted under this Clause 19.10 (other than any permitted under paragraphs (i) and (ii) above)) after the completion of the Acquisition does not exceed HK$10,000,000 (or its equivalent in another currency or currencies).

provided that such acquisition or investment does not result in a breach of any Authorisation or of any other provision of this Agreement.

19.11 **Loans and guarantees**

The Borrower shall not (and shall ensure that no other member of the Group will) make or allow to subsist any loans, grant any credit or give or allow to remain outstanding any guarantee or indemnity (except as required under any of the Finance Documents) to or for the benefit of any person or otherwise voluntarily assume any liability, whether actual or contingent, in respect of any obligation of any person, except for:

(a) any loan or credit granted by any member of the Target Group existing as at the date of the completion of the Acquisition, provided that the principal amount of such loan or credit (including the refinancing thereof) shall not increase after the completion of Acquisition;

(b) any loan or credit granted by any member of the Target Group in favour of any member of the Target Group;

(c) any guarantee, indemnity or liability of any member of the Target Group in respect of the liabilities of any other members of the Target Group;

(d) any such loan, credit, guarantee, indemnity or liability made with the prior written consent of the Lender; and

(e) any such loan or credit granted by any member of the Target Group, or guarantee, indemnity or liability incurred by any member of the Target Group, the principal amount of which, or the principal amount being so guaranteed or indemnified or assumed, when aggregated with the principal amount of any other such loan, credit, guarantee, indemnity or liability (other than any permitted under paragraphs (a) and (d) above) does not exceed HK$10,000,000 (or its equivalent in another currency or currencies).

19.12 **Financial Indebtedness**

The Borrower shall not (and shall ensure that no other member of the Borrower Group will) incur or permit to remain outstanding any Financial Indebtedness other than:

(a) any Financial Indebtedness of any member of the Target Group as at the date of the completion of the Acquisition, provided that the principal amount of such Financial

Indebtedness (including the refinancing thereof) shall not increase after the completion of the Acquisition;

(b) any Financial Indebtedness arising under the Finance Documents;

(c) any Financial Indebtedness of any member of the Target Group owing to any other member of the Target Group;

(d) any Financial Indebtedness made with the prior written consent of the Lender; or

(e) any Financial Indebtedness the principal amount of which (when aggregated with the principal amount of any other Financial Indebtedness incurred by any member of the Target Group (other than permitted under paragraphs (a) to (d) above)) does not exceed HK$10,000,000 (or its equivalent in another currency or currencies).

19.13 **Further assurance**

(a) The Borrower shall (and the Borrower shall procure that each other Obligor will) promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require in favour of the Lender or its nominee(s)):

(i) to perfect the Security created or intended to be created under or evidenced by the Security Documents (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Transaction Security) or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to the Finance Documents or by law;

(ii) to confer on the Lender Security over any property and assets of that Obligor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Security Documents; and/or

(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Transaction Security.

(b) The Borrower shall (and the Borrower shall procure that each other Obligor will) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to the Finance Documents.

19.14 **Insurance**

The Borrower shall (and shall ensure that each member of the Group will) maintain insurances on and in relation to its business and assets with reputable underwriters or insurance companies against those risks, and to the extent, usually insured against by prudent companies located in the same or a similar location and carrying on a similar business.

19.15 **Taxation**

(a) The Borrower shall (and shall ensure that each member of the Group will) pay and discharge all Taxes imposed upon it or its assets within the time period allowed without incurring penalties unless and only to the extent that:

(i) such payment is being contested in good faith;

(ii) adequate reserves are being maintained for those Taxes and the costs required to contest them which have been disclosed in its latest financial statements delivered to the Lender under Clause 18.1 (*Financial statements*); and

(iii) such payment can be lawfully withheld and failure to pay those Taxes does not have or is not reasonably likely to have a Material Adverse Effect.

(b) No member of the Group may change its residence for Tax purposes.

19.16 **Sanctions**

The Borrower will not, directly or indirectly, use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any member of the Group, joint venture partner or other Person, (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is the target or subject of Sanctions; or (ii) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Loans, whether as underwriter, advisor, investor or otherwise).

19.17 **Anti-bribery**

The Borrower shall ensure that no part of the proceeds of the Loans will be used, directly or indirectly, for any payment that could constitute a violation of any applicable Anti-Corruption Laws.

19.18 **Anti-Money Laundering and Anti-Terrorism Financing**

(a) The Borrower shall (and shall ensure that each Obligor and each member of the Group will) conduct its businesses in compliance with all Money Laundering Laws and Anti-Terrorism Financing Laws.

(b) The Borrower shall not (and shall ensure that no other Obligor or member of the Group will) directly or indirectly, use all or any of the proceeds of the Facility, or lend, permit, contribute or otherwise make available such proceeds to any person in furtherance of any offer, payment, promise to pay, or authorisation of the payment or giving of money, or anything else of value, to any person in violation of all Money Laundering Laws and Anti-Terrorism Financing Laws.

19.19 **Asset preservation**

The Borrower shall (and shall ensure each member of the Group will) preserve and maintain the subsistence and value of its assets.

19.20 **Offer undertakings**

(a) The Borrower shall:

(i) procure that the Offer Document is dispatched as soon as reasonably practicable but in any event within such time as required under the Code or as allowed by the Executive;

(ii) procure that the terms of the Offer Documents are not inconsistent with, or deviate from, the terms of the draft Offer Announcement delivered to the Lender under the terms of this Agreement prior to the date of this Agreement; and

(iii) deliver to the Lender copies of all publicity materials, press releases and announcements intended to be published on the official website of the Stock Exchange in relation to the Acquisition, the Offer Documents and any announcement(s) relating to the result of the Offer and/or the Acquisition, and agree with the Lender the content of any such material, release, or announcement which relates to the Lender or the Facility as soon as practicable prior to their publication on the official website of the Stock Exchange, to the extent permitted by the Code, the Executive, and any applicable stock exchange and any applicable laws (including but not limited to the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong)).

(b) The Borrower shall keep the Lender informed of any material development in relation to the Offer and the Acquisition, and upon reasonable request, deliver to the Lender information of the progress of the Offer and the Acquisition, as soon as practicable (in any event shall within five Business Days after the such request), to the extent permitted by the Code, the Executive, and any applicable stock exchange and any applicable laws (including but not limited to the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong)).

(c) The Borrower shall ensure that it will have sufficient funding (taking into account the Commitment under this Agreement) at all relevant times to complete each step of the Acquisition in accordance with the Offer Documents and any applicable laws and regulations.

19.21 **SPA**

The Borrower shall:

(a) comply in all material respects with the provisions of the SPA;

(b) take all reasonable and practical steps to preserve and enforce its rights and remedies under or in connection with, and pursue any claims under, the SPA;

(c) inform the Lender of any material default under or breach of or non-compliance with the terms of the SPA by any party thereto (including without limitation any breach of warranty thereunder) or the existence of any claim against any party to the SPA, in each case promptly upon becoming aware of the same; and

(d) not, without the prior written consent of the Lender:

(i) make or agree to any amendment or variation of or supplement to any provision of the SPA in any material respect;

(ii) terminate, rescind, supersede, cancel or agree to terminate, rescind, supersede or cancel the SPA;

(iii) grant or agree to any waiver of any of its material rights or remedies under of in connection with the SPA that will adversely impact the interests of the Lender under the Finance Documents in any material respect; or

(iv) assign, transfer, novate or otherwise disposal of any or all of its rights and/or obligations under the SPA.

19.22 **Bank accounts**

(a) The Borrower shall ensure that:

(i) it will not open or have any bank account other than the Funding Account and the Controlled Account;

(ii) the Funding Account shall be supervised by the Joint Financial Advisors at least up to the date falling seven Business Days after the Offer Closing;

(iii) the Funding Account is subject to Security in favour of the Lender pursuant to the Share Charge immediately after the Offer Closing;

(iv) no withdrawal shall be made from the Funding Account other than withdrawal of the proceeds which are used for the payment of the consideration payable by the Borrower pursuant to the Acquisition and the payment of fees, costs and expenses reasonably incurred in relation to the Offer and the Acquisition.

(v) no withdrawal shall be made from the Controlled Account other than as permitted under paragraph (b)(iii) below.

(b) The Borrower shall:

(i) open the Controlled Account on or prior to the first Utilisation Date;

(ii) ensure that the balance standing to the credit of the Controlled Account is at all times on or after the first Utilisation Date no less than the Required Interest Reserve Balance in relation to all Loans; and

(iii) ensure that:

A. any dividend proceeds received by the Borrower from the Target in connection with any ordinary shares of the Target held by the Borrower; and

B. any sale proceeds received by the Borrower in connection with any sale of ordinary shares of the Target held by the Borrower in the Securities Account immediately after the Offer Closing,

in each case, shall promptly be deposited into the Controlled Account for application for mandatory prepayment pursuant to Clause 7.3 (*Partial mandatory prepayment*).

19.23 **No Amendment of Articles**

The Borrower shall ensure that no Obligor shall amend and/or restate its memorandum and articles of association or any other equivalent constitutional documents if such amendments would cause a Material Adverse Effect.

19.24 **Change of control**

The Borrower shall ensure that:

(a) The Parent shall:

(i) directly or indirectly beneficially own 100% of the issued shares of the Borrower; and

(ii) cast, or control the casting of, 100% of the maximum number of votes that are eligible to be cast at a general or shareholders meeting of the Borrower; and

(b) after the Offer Closing, the Borrower shall beneficially own more than 50% of the issued shares of the Target.

19.25 **ODI Approval**

The Borrower shall ensure that the ODI Approval evidencing the approved ODI amount is not less than the Minimum Amount has been obtained and evidence of which has been delivered to the Lender prior to the delivery of the first Utilisation Request.

19.26 **Conditions subsequent**

The Borrower shall procure that:

(a) any Acquired Shares (SPA) and Offer Shares acquired by the Borrower pursuant to the Acquisition shall (to the extent all or any part of the consideration in respect of such Acquired Shares (SPA) or Offer Shares are settled by one or more Utilisations) be deposited into the Securities Account from time to time within 60 Business Days after the Offer Closing and made subject to the Transaction Security;

(b) a certified copy of the Account Charge and Supervision Agreement shall be duly submitted for registration with the Hong Kong Companies Registry by no later than the date falling one month of the date of the Account Charge and Supervision Agreement; and

(c) a certified copy of the Share Charge shall be duly submitted for registration with the Hong Kong Companies Registry by no later than the earlier of (i) the date falling one month after the date of the Share Charge and (ii) the date falling 60 Business Days after the Offer Closing.

20. EVENTS OF DEFAULT

Each of the events or circumstances set out in the following sub-clauses of this Clause 20 (other than Clause 20.13 (*Acceleration*)) is an Event of Default.

20.1 Non-payment

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by:

(i) administrative or technical error; or

(ii) a Disruption Event; and

(b) payment is made within three Business Days of its due date.

20.2 Material covenants

Any requirement of Clause 19.20 (*Offer undertakings*) and/or Clause 19.26 (*Conditions subsequent*) is not satisfied.

20.3 Other obligations

(a) An Obligor does not comply with any provision of the Finance Documents to which it is a party (other than those referred to in Clause 20.1 (*Non-payment*) and Clause 20.2 (*Material covenants*)).

(b) No Event of Default under paragraph (a) above will occur if the failure to comply is capable of remedy and is remedied within 30 days of the earlier of (i) the Lender giving notice to the Borrower and (ii) any Obligor becoming aware of the failure to comply.

20.4 Misrepresentation

Any representation or statement made or deemed to be made by an Obligor in the Finance Documents to which it is a party or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

20.5 Cross default

(a) Any Financial Indebtedness of any Obligor or any member of the Group is not paid when due nor within any originally applicable grace period.

(b) Any Financial Indebtedness of any Obligor or any member of the Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (howsoever described).

(c) Any commitment for any Financial Indebtedness of any Obligor or any member of the Group is cancelled or suspended by a creditor of any Obligor or any member of the Group as a result of an event of default (howsoever described).

(d) Any creditor of any Obligor or any member of the Group becomes entitled to declare any Financial Indebtedness of any Obligor or any member of the Group due and payable prior to its specified maturity as a result of an event of default (howsoever described).

(e) No Event of Default will occur under this Clause 20.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than HK$10,000,000 (or its equivalent in any other currency or currencies).

(f) Any event of default (违约事件) (howsoever described) under the Onshore Facility Agreement occurs.

20.6 **Insolvency**

(a) Any Obligor or any member of the Group is or is presumed or deemed to be unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding the Lender in its capacity as such) with a view to rescheduling any of its indebtedness.

(b) The value of the assets of any Obligor or any member of the Group is less than its liabilities (taking into account contingent and prospective liabilities).

(c) A moratorium is declared in respect of any indebtedness of any Obligor or any member of the Group.

20.7 **Insolvency proceedings**

(a) Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor or any member of the Group other than a solvent liquidation or reorganisation of or any member of the Group which is not an Obligor;

(ii) a composition or arrangement with any creditor of any Obligor or any member of the Group, or an assignment for the benefit of creditors generally of any Obligor or any member of the Group or a class of such creditors;

(iii) the appointment of a liquidator (other than in respect of a solvent liquidation of any member of the Group which is not an Obligor), receiver, administrator, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of any Obligor or any member of the Group or any of its assets; or

(iv) enforcement of any Security over any assets of any Obligor or any member of the Group,

or any analogous procedure or step is taken in any jurisdiction.

(b) Paragraph (a)(i) above shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 30 days of commencement.

20.8 **Creditors' process**

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of any Obligor or any member of the Group and is not discharged within 30 days.

20.9 **Unlawfulness and invalidity**

(a) It is or becomes unlawful for an Obligor to perform any of its obligations under the Transaction Documents or any Transaction Security created or expressed to be created or evidenced by the Security Documents ceases to be effective.

(b) Any obligation or obligations of any Obligor under any Finance Documents are not or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Lender under the Finance Documents.

(c) Any Finance Document ceases to be in full force and effect or any Transaction Security ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than the Lender and/or SPDB CD) to be ineffective.

20.10 **Repudiation**

An Obligor or any other party to the Intercreditor Agreement (other than the Lender and SPDB CD) rescinds or purports to rescind or repudiates or purports to repudiate a Transaction Document to which it is a party or any of the Transaction Security created by the Security Documents to which it is a party or evidences an intention to rescind or repudiate a Transaction Document to which it is party or any Transaction Security created by the Security Documents to which it is a party.

20.11 **Cessation of business**

Any Obligor suspends or ceases to carry on all or a material part of its business or the business of the Group taken as a whole.

20.12 **Material adverse change**

There occurs an event or circumstance which, in the opinion of the Lender, has or is reasonably likely to have a Material Adverse Effect.

20.13 **Acceleration**

On and at any time after the occurrence of an Event of Default which is continuing the Lender may, by notice to the Borrower:

(a) cancel the Commitments whereupon they shall immediately be cancelled and the Facility shall immediately cease to be available for further utilisation;

(b) declare that all or part of the Loans, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable;

(c) declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Lender; and/or

(d) exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

SECTION 8
CHANGES TO PARTIES

21. CHANGES TO THE LENDER

21.1 Assignments and transfers by the Lender

(a) During the Certain Funds Period, the Lender may assign any of its rights or transfer any of its rights or obligations under the Finance Documents to any person without the prior written consent of the Borrower.

(b) Subject to this Clause 21 (including paragraph (a) above), the Lender may assign any or all of its rights or transfer by novation any or all of its rights and obligations, under the Finance Documents to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities or other financial assets.

21.2 Conditions of assignment or transfer

(a) No consent of any Obligor is required for any assignment or transfer by the Lender pursuant to this Clause 21.

(b) If:

(i) the Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and

(ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, the Borrower would be obliged to make a payment to the assignee or transferee or to the Lender acting through its new Facility Office under Clause 12 (*Tax gross-up and indemnities*) or Clause 13 (*Increased costs*),

then the assignee or transferee or the Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Lender (or the Lender acting through its previous Facility Office) would have been if the assignment, transfer or change had not occurred.

(c) The Borrower will execute such documents as the Lender may reasonably require to give effect to any assignment or transfer by the Lender of any of its rights or obligations in accordance with the provisions of this Clause.

21.3 Security over Lender's rights

In addition to the other rights provided to the Lender under this Clause 21, the Lender may, without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of the Lender including, without limitation:

(a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and

(b) any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or Security shall:

(i) release the Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or

(ii) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the Lender under the Finance Documents.

21.4 **Assignments and transfers by Obligors**
No Obligor may assign or transfer any of its rights or obligations under any Finance Document.

22. DISCLOSURE OF INFORMATION

22.1 **Confidential Information**
Subject to Clause 22.5 (*Continuing obligations*), the Lender agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 22.2 (*Disclosure of Confidential Information*).

22.2 **Disclosure of Confidential Information**
The Lender may disclose:

(a) to any of its Affiliates, head office, branches and any of its or their officers, directors, employees, professional advisers, service providers, partners and Representatives such Confidential Information as the Lender shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is made aware in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents and to any of that person's Affiliates, Representatives and professional advisers;

(ii) with (or through) whom it enters into (or may potentially enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, one or more Finance Documents and/or one or more Obligors and to any of that person's Affiliates, Representatives and professional advisers;

(iii) appointed by the Lender or by a person to whom paragraph (b)(i) or (b)(ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf;

(iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (b)(i) or (b)(ii) above;

(v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;

(vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(vii) to whom or for whose benefit the Lender charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 21.3 (*Security over Lender's rights*);

(viii) who is a Party; or

(ix) with the consent of the Borrower,

in each case, such Confidential Information as the Lender shall consider appropriate if:

(A) in relation to paragraphs (b)(i), (b)(ii) and (b)(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to paragraph (b)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;

(C) in relation to paragraphs (b)(v), (b)(iv) and (b)(vii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Lender, it is not practicable so to do in the circumstances;

(c) to any person appointed by the Lender or by a person to whom paragraph (b)(i) or (b)(ii) above applies to provide administration or settlement services in respect of one or more of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the LMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Borrower and the Lender; and

(d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Obligors if the rating agency to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information.

22.3 **Inside information**

The Lender acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Lender undertakes not to use any Confidential Information for any unlawful purpose.

22.4 **Entire agreement**

This Clause 22 constitutes the entire agreement between the Parties in relation to the obligations of the Lender under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

22.5 **Continuing obligations**

The obligations in this Clause 22 are continuing and, in particular, shall survive and remain binding on the Lender for a period of 12 Months from the earlier of:

(a) the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and

(b) the date on which the Lender otherwise ceases to be the Lender under this Agreement.

23. CONFIDENTIALITY OF FUNDING RATES

23.1 Confidentiality and disclosure

(a) The Borrower shall keep each Funding Rate confidential and not disclose it to any person, save to the extent permitted by paragraph (b) below.

(b) The Borrower may disclose any Funding Rate to:

(i) any of its Affiliates, head office, branches and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives if any person to whom that Funding Rate is to be given pursuant to this paragraph (i) is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of that Funding Rate or is otherwise bound by requirements of confidentiality in relation to it;

(ii) any person to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Borrower, it is not practicable to do so in the circumstances;

(iii) any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes if the person to whom that Funding Rate is to be given is informed in writing of its confidential nature and that it may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of the Borrower, it is not practicable to do so in the circumstances; and

(iv) any person with the consent of the Lender.

23.2 Related obligations

(a) The Borrower acknowledges that each Funding Rate is or may be price-sensitive information and that its use may be regulated or prohibited by applicable legislation including securities law relating to insider dealing and market abuse and the Borrower undertakes not to use any Funding Rate for any unlawful purpose.

(b) The Borrower agrees (to the extent permitted by law and regulation) to inform the Lender:

(i) of the circumstances of any disclosure made pursuant to paragraph (b)(ii) of Clause 23.1 (*Confidentiality and disclosure*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and

(ii) upon becoming aware that any information has been disclosed in breach of this Clause 23.

23.3 **No Event of Default**

No Event of Default will occur under Clause 20.3 (*Other obligations*) by reason only of the Borrower's failure to comply with this Clause 23.

SECTION 9
ADMINISTRATION

24. PAYMENT MECHANICS

24.1 Payments to the Lender

(a) On each date on which the Borrower is required to make a payment under a Finance Document, the Borrower shall make the same available to the Lender for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment shall be made to such account in the principal financial centre of the country of that currency and with such bank as the Lender, in each case, specifies.

24.2 Payments by the Lender

(a) On each date on which the Lender is required to make a payment under a Finance Document, the Lender shall make the same available to the Borrower for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment shall be made to such account in the principal financial centre of the country of that currency with such bank as the Borrower specifies in the relevant Utilisation Request.

24.3 Distributions to the Borrower

The Lender may with the consent of the Borrower or in accordance with Clause 25 (*Set-off*) apply any amount payable by it to the Borrower in or towards payment (on the date and in the currency and funds of receipt) of any amount due from the Borrower under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

24.4 Partial payments

(a) If the Lender receives a payment that is insufficient to discharge all the amounts then due and payable by an Obligor under the Finance Documents, the Lender shall apply that payment towards the obligations of that Obligor under the Finance Documents in the order selected by the Lender.

(b) Paragraph (a) above will override any appropriation made by an Obligor.

24.5 No set-off by the Borrower

All payments to be made by the Borrower under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

24.6 Business Days

(a) Any payment under the Finance Documents to be made by any Obligor which is due to be made on a day that is not a Business Day shall be made on the next

Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement, interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

24.7 **Currency of account**

(a) Subject to paragraphs (b) and (e) below, Hong Kong dollars is the currency of account and payment for any sum due from an Obligor under any Finance Document.

(b) A repayment of a Loan or Unpaid Sum or a part of a Loan or Unpaid Sum shall be made in the currency in which that Loan or Unpaid Sum is denominated, pursuant to this Agreement, on its due date.

(c) Each payment of interest shall be made in the currency in which the sum in respect of which the interest is payable was denominated, pursuant to this Agreement, when the interest accrued.

(d) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

(e) Any amount expressed to be payable in a currency other than Hong Kong dollars shall be paid in that other currency.

24.8 **Change of currency**

(a) Unless otherwise prohibited by law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(i) any reference in the Finance Documents to, and any obligations arising under the Finance Documents in, the currency of that country shall be translated into, or paid in, the currency or currency unit of that country designated by the Lender (after consultation with the Borrower); and

(ii) any translation from one currency or currency unit to another shall be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Lender (acting reasonably).

(b) If a change in any currency of a country occurs, this Agreement will, to the extent the Lender (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Interbank Market and otherwise to reflect the change in currency.

25. SET-OFF

The Lender may set off any matured obligation due from the Borrower under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to the Borrower, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

26. NOTICES

26.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter.

26.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is that identified with its name below or any substitute address, fax number or department or officer as the Party may notify to the other Parties by not less than five Business Days' notice.

26.3 Delivery

(a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will be effective:

(i) if by way of fax, only when received in legible form; or

(ii) if by way of letter, only when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;

and, if a particular department or officer is specified as part of its address details provided under Clause 26.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).

(c) Any communication or document made or delivered to the Borrower in accordance with this Clause 26 will be deemed to have been made or delivered to each of the Obligors.

(d) Any communication or document which becomes effective, in accordance with paragraphs (a) to (c) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

26.4 **Electronic communication**

(a) Any communication to be made between the Parties under or in connection with the Finance Documents may be made by electronic mail or other electronic means to the extent that the Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if the Parties:

(i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and

(ii) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

(b) Any such electronic communication as specified in paragraph (a) above to be made between an Obligor and the Lender may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication.

(c) Any such electronic communication as specified in paragraph (a) above made between the Parties will be effective only when actually received in readable form and in the case of any electronic communication made by a Party to the Lender only if it is addressed in such a manner as the Lender shall specify for this purpose.

(d) Any electronic communication which becomes effective, in accordance with paragraph (b) above, after 5.00 p.m. in the place in which the Party to whom the relevant communication is sent has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.

26.5 **English language**

(a) Any notice given under or in connection with any Finance Document shall be in English.

(b) All other documents provided under or in connection with any Finance Document shall be:

(i) in English; or

(ii) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

27. CALCULATIONS AND CERTIFICATES

27.1 **Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate.

27.2 **Certificates and determinations**

Any certification or determination by the Lender of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

27.3 **Day count convention**

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days, or, in any case where the practice in the relevant market differs, in accordance with that market practice.

28. PARTIAL INVALIDITY

If, at any time, any provision of a Finance Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

29. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any Finance Document on the part of the Lender shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

30. AMENDMENTS AND WAIVERS

No term of any of the Finance Documents may be amended or waived without the prior written consent of the Lender and the relevant Obligor which are parties to such Finance Document and any such amendment or waiver will be binding on all such parties.

31. COUNTERPARTS

Each Finance Document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Finance Document.

SECTION 10
GOVERNING LAW AND ENFORCEMENT

32. GOVERNING LAW

This Agreement is governed by the laws of Hong Kong.

33. ENFORCEMENT

33.1 **Jurisdiction of Hong Kong courts**

(a) The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including any dispute regarding the existence, validity or termination of this Agreement) (a "**Dispute**").

(b) The Parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

(c) Notwithstanding paragraph (a) above, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other court(s) with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

34. WAIVER OF IMMUNITIES

The Borrower irrevocably waives, to the extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from:

(a) the service of process;

(b) suit;

(c) jurisdiction of any court;

(d) relief by way of injunction or order for specific performance or recovery of property;

(e) attachment of its assets (whether before or after judgment); and

(f) execution or enforcement of any judgment or arbitral award to which it or its revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any immunity in any such proceedings).

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1

CONDITIONS PRECEDENT

1. **Obligors**

(a) A copy of the constitutional documents of the Borrower.

(b) A copy of a resolution of the board of directors of the Borrower:

(i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;

(ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and

(iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party.

(c) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above.

(d) A certificate from the Borrower (signed by a director) confirming that borrowing, guaranteeing or securing, as appropriate, the Commitments would not cause any borrowing, guaranteeing, securing or similar limit binding on it to be exceeded.

(e) A certificate of an authorised signatory of the Borrower (signed by a director) certifying that each copy document relating to it specified in this Schedule 1 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement.

2. **Finance Documents**

The following Finance Documents duly executed by the parties to it:

(a) this Agreement;

(b) the Share Charge;

(c) the Account Charge and Supervision Agreement; and

(d) the Intercreditor Agreement.

3. **Legal opinion**

A legal opinion in relation to Hong Kong law from King & Wood addressed to the Lender.

4. **Other documents and evidence**

(a) The Original Financial Statements.

(b) Evidence that each of the Funding Account, the Controlled Account and the Securities Account has been duly set up.

(c) A copy of the ODI Approval evidencing the approved ODI amount is not less than the Minimum Amount.

(d) A copy of the SPA duly executed by the parties thereto, and evidence that all conditions precedent to the Acquisition (SPA) specified therein have been satisfied or waived.

(e) A copy of the Offer Announcement.

(f) Evidence that the Offer is or has become unconditional in all respects, including a copy of a public announcement made by the Borrower and/or the Target pursuant to the Code stating that the Offer is or has become unconditional in all respects and that the Borrower will arrange for settlement of the consideration for the equity interest tendered for acceptance under the Offer.

(g) Evidence that all fees (including legal fees), costs and expenses then due and payable under any Finance Document have been or will be paid in full prior to the first Utilisation Date pursuant to the terms of such Finance Documents.

SCHEDULE 2

UTILISATION REQUEST

From: Hong Kong Weiye Software Co., Limited 香港偉業軟件股份有限公司

To: Shanghai Pudong Development Bank Co., Ltd., acting through its Hong Kong Branch

Dated:

Dear Sirs

Hong Kong Weiye Software Co., Limited 香港偉業軟件股份有限公司 – HK$[ ] Facility Agreement

dated [ ] (as amended and/or supplemented from time to time, the "Facility Agreement")

1. We refer to the Facility Agreement. This is a Utilisation Request. Terms defined in the Facility Agreement shall have the same meaning in this Utilisation Request.

2. We wish to borrow a Loan on the following terms:

Proposed Utilisation Date:	[ ] (or, if that is not a Business Day, the next Business Day)
Currency of Loan	Hong Kong dollars
Amount:	[ ] or, if less, the Available Commitment
Interest Period:	[ ]

3. We confirm that each condition specified in Clause 4.2 (*Further conditions precedent*) of the Facility Agreement is satisfied on the date of this Utilisation Request.

4. The proceeds of this Loan should be credited to the Funding Account.

5. This Utilisation Request is irrevocable.

6. This Utilisation Request is governed by the laws of Hong Kong.

Yours faithfully

…………………………………
authorised signatory for
Hong Kong Weiye Software Co., Limited
香港偉業軟件股份有限公司

SCHEDULE 3

TIMETABLES

1.	Delivery of a duly completed Utilisation Request (Clause 5.1 (*Delivery of a Utilisation Request*))	Two Business Day(s) before the proposed Utilisation Date by 11:00 a.m. Hong Kong time
2.	HIBOR is fixed	Quotation Day as at 11 a.m. Hong Kong time

SCHEDULE 4

CONSENT LETTER OF THE JOINT FINANCIAL ADVISERS

[●] 2026

To:

SHANGHAI PUDONG DEVELOPMENT BANK CO., LTD.,

ACTING THROUGH ITS HONG KONG BRANCH

30/F., SPD Bank Tower

One Hennessy

1 Hennessy Road

Hong Kong

Dear Sirs,

RE: **Facility of up to HK$198,207,930 granted to Hong Kong Weiye Software Co., Limited (the "Borrower") for financing the acquisition of 23,970,000 ordinary shares of SG Group Holdings Limited (the "Company") and the possible mandatory general cash offer made or to be made by DL Securities (HK) Limited for and on behalf of the Borrower to acquire all of the ordinary shares in the issued share capital of the Company (other than those already held and/or agreed to be acquired by the Borrower or persons acting in concert with it (the "Offer") – Actual drawdown**

We refer to the facility agreement dated [●] (the "**Facility Agreement**") entered into between the Borrower and Shanghai Pudong Development Bank Co., Ltd., acting through its Hong Kong Branch (the "**Bank**"). Unless otherwise stated, the terms used herein shall have the same meaning in the Facility Agreement.

For the purpose of performing its obligations under the SPA and the Offer and in particular, to settle the [consideration under the SPA/offer price (the "**Offer Price**")] payable by it for the sale and purchase of the [Acquired Shares (SPA) pursuant to the SPA / Offer Shares under the Offer to be made pursuant to Rule 26 of the Hong Kong Code on Takeovers and Mergers (the "**Takeovers Code**")] (the "**Specified Purpose**"), the Borrower has on [●] 2026 issued a

Utilisation Request to the Bank for the sole purpose of satisfying its payment obligations under the [SPA/Offer] which contains the following instructions from the Borrower:

- on basis of the [●] Shares being [transacted under the SPA/surrendered under the Offer], the aggregated amount of the Facility to be drawn down is HK$[●] (the "**Actual Drawdown Amount**"); and

- the Actual Drawdown Amount (in good value) shall be credited to the Funding Account in immediately available funds on [●] 2026, and the Actual Drawdown Amount (in good value) shall then be remitted from the Funding Account to the following bank account of the [Sellers/share registrar of the Company] on [●] 2026 (the "**Payment Instruction**"):

Account Name	:	[●]
Account Number	:	[●]
Bank Name	:	[●]
Bank Code	:	[●]
Bank Address	:	[●]
SWIFT Code	:	[●]

We hereby give our consent for the drawdown of the Actual Drawdown Amount of the Facility and pay out according to the aforementioned Payment Instruction for the sole purpose of satisfying the Borrower's payment obligations for the required cash payment under the [SPA/the Offer].

Yours faithfully

For and on behalf of

DL Securities (HK) Limited

____

Name:

Title:

For and on behalf of

Dakin Capital Limited

____

Name:

Title:

Cc: Hong Kong Weiye Software Co., Limited

SIGNATURE PAGE

THE BORROWER

Hong Kong Weiye Software Co., Limited

香港偉業軟件股份有限公司

By: (查文宇) ZHA WENYU

Address: No. 12, Hexiang 1st Street, High-Tech Zone, Chengdu, China (中国成都高新区和祥一街 12 号)

Attention: ZHA Wenyu (查文宇)

Email: zhahaoyuan@sefonsoft.com

由浦发银行成都分行客户经理
亲见法人签字

张倩 赵怡心

2026.5.21

THE LENDER

Shanghai Pudong Development Bank Co., Ltd., acting through its Hong Kong Branch

By:

Address:	30/F., SPD Bank Tower, One Hennessy, 1 Hennessy Road, Hong Kong
Fax:	+852 3997 1338
Email:	lydia_mzhang@spdb.com.cn; selina.rrshang@spdb.com.cn; lexi.wyzhang@spdb.com.cn; crystal.hyso@spdb.com.cn; jason.zmwang@spdb.com.cn
Attention:	Lydia Zhang; Selina Shang; Lexi Zhang; Crystal So; Jason Wang