

21/03/2017

Contract No./合同编号:

LOAN AGREEMENT

借贷合同

DATED 【】 March 2017 / 日期 2017 年 03 月 21 【】 日

JADE BLUE INTERNATIONAL GROUP LIMITED

as Lender/为贷款方

- and/和 -

XXXXXXXXXXXXXXXXXXXX

as Borrower / 作为借款方

Loan Agreement / 借贷合同

in respect of

US\$xxxxxxx Loan Facility / 为 xxxxxxxx 美元贷款

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THIS LOAN AGREEMENT dated 21 March 2017 (the "Loan Agreement"), is made by and between
这一借贷合同制定于 2017 年 03 月 21 日，由以下两方制定：

- A. JADE BLUE INTERNATIONAL GROUP LIMITED
B. XXXXXXXXXXXXXXXX.

WHEREAS:

且

- I. The borrower desires to borrow up to a principal from the lender for financing its general working capital in accordance with the terms and conditions of this Loan Agreement.
借款方想从贷款方借一笔钱款，在遵循贷款协议的条款和条件下，将这笔钱款用于借款方的一般运营资金。

IT IS AGREED as follows:

兹经双方同意如下：

1. DEFINED TERMS / 定义项目.

As used in this Loan Agreement, the following terms shall have the following meanings:
在本借贷合同中所使用的术语具有以下含义：

- | | |
|---------------------|---|
| “Business Day” | means any day other than Saturday, Sunday or a day on which banks in New York City (United States of America), London (England) and Hong Kong (PRC) are authorized or required by law to remain closed and excluding any day on which banks are not open for dealings in United States Dollar deposits in the London, England interbank market. |
| “营业日” | 指任意一天，除了周六周日以及纽约（美国）、伦敦（英国）、香港（中华人民共和国）三地的银行法定休息日，和除了伦敦，英格兰同业银行拆借市场进行美元拆借交易而不开放的任意一天。 |
| “Debt” | means, in relation to the borrower, the aggregate of (a) all obligations for money borrowed or raised, all obligations (other than accounts payable and other similar items arising in the ordinary course of business) for the deferred payment of the purchase price of property, and all capital lease obligations, which, in each case, would be included in determining total liabilities as shown on the liability side of the balance sheet of the borrower, and (b) all obligations under guarantees and letters of credit (excluding endorsements for collection or deposit in the ordinary course of business). |
| “债务” | 指与借款方相关的，(a)所借钱款或筹集钱款的所有义务，财产购买价格延期付款的所有义务（除了应付账款和在普通商务活动中提出的其他类似项目），以及在每种情况下，将被包括在借款方资产负债表中所示的总负债的所有资金借用义务。和(b)担保和信用证下的所有义务（除了背书和普通商务内容的保证金） |
| “Dollars” or “US\$” | means lawful money of the United States of America. |
| “美元”或“\$”符号 | 指美利坚合众国的法定货币。 |
| “Effective Date” | means the date on which this Loan Agreement is executed by the lender and the borrower. |
| “生效日期” | 指这个借贷合同被借款方和贷款方履行的日期。 |
| “Event of Default” | has the meaning ascribed to such term in Clause 9 of this Loan Agreement. |
| “违约事件” | 如本借贷合同条款 9 所述。 |
| “Facility Amount” | has the meaning ascribed to such term in Clause 2.1 of this Loan Agreement. |
| “贷款数额” | 如本借贷合同条款 2.1 所述。 |

“Hong Kong” “香港”	means Hong Kong Special Administrative Region of the Peoples’ Republic of China. 指中华人民共和国香港特别行政区。
“LIBOR” “伦敦同业拆借利率”	means, in relation to any relevant period and any relevant sum, the British Bankers’ Association Interest Settlement Rate for Dollars for the relevant period displayed on the appropriate page of the Reuters screen as of 11:00am (London time) on the Quotation Day for the offering of deposits in the currency of the Loan and for a period comparable to the relevant period. 指在任何相关的时期和相关的总量内，将英国银行家协会对一段时间内美元的利息结算率作为贷款货币的利率，即展示在报价日当天上午 11 点（伦敦时间）路透社大屏的利率。
“Loan” “贷款”	has the meaning ascribed to such term in Clause 2.1 of this Loan Agreement. 如本借贷合同条款 2.1 所述。
“Management Accounts” “管理账户”	means a consolidated balance sheet of the Company and a consolidated statement of income and cash flows of the Company, each prepared in accordance with IFRS. 指一个公司经过整理的资产负债表和收入汇总报表以及现金流，每一项都按照国际财务报告准则来准备。
“Maturity Date” “到期日”	means the date on which the borrower has repaid the final principal balance, together with all accrued interest and all other sums owing under this Loan Agreement, pursuant to Clause 5.1 of this Loan Agreement. 指借款方偿还最后的本金、累积的利息和其他所有在合同中的未付款项，依据本合同条款 5.1 执行。
“Net Cash” “净现金”	means all items classified as cash in accordance with IFRS, including, but not limited to cash and cash equivalents, short term bank deposits, debt securities pledged for bank loans and restricted cash less all items classified as debt in accordance with IFRS, including, but not limited to loans from banks, lines of credit, shareholder and other related party loans, consideration payables and liabilities related to restricted cash. 指所有的项目分为国际财务报告准则中规定的现金，包括但不限于现金及现金等价物，短期银行存款、银行贷款质押债券，及特定现金减去国际财务报告准则中归类为负债的项目，包括但不限于银行贷款、信用额度、股东及其他关联方贷款，对价和特定现金负债。
“Quotation Day” “报价日”	means, in relation to any period for which an interest rate is to be determined, two (2) Business Days before the first day of that period. 指在确定利率期间首日之前的两个（2）工作日。

2. LOAN / 贷款.

2.1 The premise of the loan is the produce of accounts receivable, which means the purchaser of borrower has confirmed amount of the invoice. In this loan agreement, borrower mortgaged their accounts receivable to the Lender.
借贷行为发生的前提是借款方对其下游采购商应收账款的产生。应收账款产生，即借款方的采购商确认生成带有最终支付金额的发票为准。本借贷合同下，借款方将应收账款抵押给贷款方。

2.2 Based on the amount of the generated invoice, the lender has established a loan facility (the “Loan”), which usually X% of the invoice. This agreement is a framework agreement, each specific loan facility depends on the email sent from XXXXXX@XXXXX.

And all needed documents in every link, please see Appendix.

基于已被确认的发票所显示的数额，贷款方确立一个贷款数额，通常为该笔应收账款的 X%。本协议为框架协议，[每次贷款额以 XXXXXX@XXXXX 发出的邮件为准](#)。具体每个节点所需的文件请见附件。

2.3 The principal (Facility Amount) shows in Clause 2.2 is the amount which removes the interest of 62 days.
2.2 中所示本金金额为原始本金扣去 62 天利息后的数额。利息情况见条款 3 中细则。

3. INTEREST / 利息.

3.1 Expected interest rate of this loan agreement is X% per annum.
该贷款协议预期利率为年化 X%。

- 3.2 With the terms and conditions of this Loan Agreement, loan period is 62 days and interest shall be computed on the basis of 62 days. Interest shall be deducted from principal directly when lender transfer the loan to borrower.
在本合同项下，借款周期为 62 天，利息按 62 天计算，并于贷款方支款时直接从本金中扣除。
- 3.3 The value date is the date which lender makes that payment through its bank account. The maturity date is the date which borrower makes payment back to lender through its bank account. The annual interest rate is X%, and the term of loan is 62 days. If borrower returns the principle and interest of the loan back to lender on maturity date through its bank account, but lender does not receive the fund on maturity date. Then borrower have to afford the additional interest which is caused by passing the maturity date.
起息日以贷款方发出钱款的日期为准（根据银行流水）。止息日以借款方还款的银行流水日期为准，利息计算方法采用计头不计尾。若借款方在 62 个自然日之内还款，但由于借贷双方之外的其他因素导致贷款方在 62 天后收到该笔款项，则超出部分的正常利息仍由借款方支付。

4. REPAYMENT / 还款.

- 4.1 The borrower's obligation to repay in Dollars the outstanding principal of the Loan, together with accrued interest.
借款方负有以美元偿还贷款本金和利息的义务。
- 4.2 Without prejudice to any other provisions in this Loan Agreement and for the avoidance of doubt, the lender and the borrower hereby agree that in cases of the occurrence of an Event of Default under Clause 9, the lender shall not be required to provide any additional funding to the borrower for the repayment of the Loan.
本贷款协议应明确，贷款方和借款方同意在第 9 条款下的违约事件发生时，贷款方不应被要求提供额外的资金用于借款方的贷款还款。
- 4.3 The loan period is 62 days, borrower need to pay both principal and interest within this time limit. After payment, borrower need to provide evidence of payment to lender initiative. The evidence could be screenshot of bank statement which including account information, amount of the payment and payment time.
本贷款期限为 62 个自然日，借款方需在贷款方支款后的 62 个自然日及以内归还本金和利息，还款后，需主动向贷款方提供支付凭证（如，包括账户信息，金额，时间的银行流水截图）。
- 4.4 Sources of payment:
还款来源：
- (a) The first source of payment is from Purchaser. After Purchaser makes payment to borrower, then borrower has to return the principal and interest of the loan back to lender.
第一还款来源为借款方下游采购商的应收。在采购商还款给借款方之后，借款方需归还本金和利息给贷款方。
- (b) The second source of payment is that borrower promises to repurchase. Borrower has to sign the repurchase agreement with lender. when first source of payment is unavailable, borrower need to pay both principal and interest to lender as agreed amount in this agreement.
第二还款来源为借款方承诺回购。借款方需签署承诺回购书，当第一还款来源不可得时，借款方需用自有资金支付协议中约定的本金及利息给贷款方。
- (c) Borrower uses its goods as the third source of repayment, if the first and second source of payment could not cover the debt. Then the source of the third repayment would be enabled. Borrower should offer equivalent values of goods as the debt (the value of the goods is evaluated as X% of the sale price on all platform). Meanwhile, borrower has to offer the information about its warehouse. And borrower also has to open its WMS system for lender to track the goods which borrower transfers to lender.
第三还款来源为借款方的货物抵押。当前两个还款来源均不可得时，启动第三还款来源。借款方需提供等值货物（货价以同一型号商品在所有平台中的市售最低价的 X% 为准）给贷款方作为抵押还款，贷款方有权对这批货进行处置。同时，借款方需提供其仓库地址并开放 WMS 系统给贷款方，用于追踪库存信息。

4.5 Settlement 结算

Loan operated by cases, if there is any new demanding of loaning happens, the remaining loan payment will discussed individually.

每一笔借贷按实际操作，若临近还款期，有新的借贷需求产生，则根据实际的剩余还款期商议。

5. OVERDUE / 逾期.

5.1 Within 30 days after 62days maturity date, X% overdue interest rate should be paid by borrower.

超过 62 天的期限之后 30 天内，借款方需支付 X%的逾期利率。

5.2 More than one month overdue will start to use other sources of payment, during this period, the overdue interest rate will be X% 逾期超过一个月则启动其他还款来源，期间逾期利率为 X%。

6. EXPENSE / 费用.

All expense occurred by transaction or other statues will be paid by the borrower.
银行转账及其他可能情况所产生的手续费全部由借款方承担。

7. ABSOLUTE OBLIGATION / 绝对义务.

7.1 The borrower hereby unconditionally promises to pay to the lender, in Dollars in immediately available funds, all principal, interest and other amounts owing under this Loan Agreement when such amounts are due and payable hereunder, without counterclaim, deduction, setoff or other reduction for any reason.

当款项到期时，借款方应无条件地承诺以美元支付给贷款方即时可用的资金，本金、利息和本贷款协议项下的其他欠款，而不能以反诉、演绎、抵销或其他理由拒绝。

7.2 Borrower should empower lender the access to order system and inventory management system (Read Only) and the information about the accounting receivable, and empower lender to check the payment bank account.

借款方需准许贷款方进入其订单系统、库存系统（提供权限账号）以及其他和此笔应收账款相关的信息，同时允许贷款方查看回款银行账户，以便贷款方掌握下游采购商何时还款给借款方。

7.3 After borrower returns the principle and interest of the loan back to lender, then borrower also has to send the voucher of that payment (it could be screenshot of transaction history of the bank account) to lender. If borrower does not send that voucher of payment to lender, it has to take all the effects which are caused by this action. And lender could also have the right to terminate this cooperation because of this action.

借款方需在还款后主动发送支付凭证给贷款方。由于借款方未发送还款凭证而导致一切后果由借款方承担，且贷款方有权因借款方此行为中断之后的所有合作。

8. REPRESENTATIONS AND WARRANTIES / 声明与保证.

The borrower hereby represents and warrants (and each representation and warranty is deemed repeated at the date of each drawdown) that:

借款方在此代表和担保（在每次提款的日期时每一代表和担保被视为等同的）：

(a) Organization. The borrower is a corporation duly organized, validly existing and in good standing under the law of nations and is duly qualified to do business and is in good standing in such jurisdictions where such qualification is necessary.

有组织性。借款方应为符合国际法的正式组建、有效存续的公司，拥有良好的信誉和业务资格，并处于司法管辖区。

(b) Enforceability. This Loan Agreement has been duly executed and delivered by the borrower and constitutes the legal, valid and binding obligation of the borrower enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights or by general principles of equity limiting the availability of equitable remedies.

可执行性。该贷款协议已经签署并由借款方交付，构成借款方按照其条款的义务合法、有效和有约束力的强制执行，除受破产或其他类似的法律普遍适用的影响债权人权利的执行或一般公平原则的限制公平救济的情况。

(c) No Conflict. Neither the execution or delivery of this Loan Agreement by the borrower, the consummation by the borrower of the Loan, nor compliance by the borrower with the terms and provisions hereof will (i) violate any law, constitution, statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree or award of any court or governmental authority to which the borrower is subject, (ii) conflict with or result in a breach or default under the borrower's organizational documents, (iii) conflict with or result in a breach or default which is material in the context

无争议性。借款方的借款合同的执行和交付，借款方的借款的完善，借款方不遵守本合同的条款，都将(i)违反法律、宪法、法规、条约、规定、规则、条例、命令、禁令、令状、对借款方主体的任何法院或政府机关的法令或裁决，(ii)违反或导致借款方文件违约，(iii)违反或导致借款方一方在本贷款协议框架下由其或其任何性质的任何协议，现在是否拥有或之后获得的(iv)导致借款方在留置权，费用或阻碍财产及资产负担的产生，无论现在拥有还是以后。

- (d) Litigation. There is no action or proceeding pending or, to the knowledge of the borrower, threatened, against the borrower, before any court or administrative agency which is likely to result in any material adverse change in the business or financial condition of the borrower.
诉讼。就借方所知，在任何法院或其他有可能造成任何在交易或者借方财务情况的不利变化的行政机构前，没有任何行为或未决的或潜在的威胁借方。
- (e) Purpose of the Loan. The purpose of the Loan shall be used in any legal approaches of the borrower.
借款目的。借款的目的应当被用于任何借方的合法渠道。

9. EVENTS OF DEFAULT / 违约事件.

In case of the occurrence of any of the following events (each, an “Event of Default”) / 如发生下列任何事件：

- (a) The borrower defaults in the payment when due of any principal of or interest on the Loan, whether at maturity, by acceleration or otherwise;
借方在支付款项中违约当由于任何贷款本金或利息，无论是否到期，延期或其他；
- (b) The borrower generally fails to pay its Debts as they become due or admits in writing its inability to pay its Debts, or makes a general assignment for the benefit of creditors; or the borrower commences any case, proceeding or other action seeking an order for relief on its behalf as debtor or adjudicating it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its Debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property; or the borrower takes any corporate action to authorize or in contemplation of any of the actions set forth above in this paragraph (b);
一般借款方未能偿还到期债务或书面承认其无力偿还债务，或为债权人制定一个大致利益分配；或者借款方在任何情况下，提起起诉或者寻求其他方式来减轻自己作为一个债务人的利益，判定破产，或者寻求重组，整理，调整，清算，解散，或寻求做为接受人，受托人，保管人或者其他相似的正式职位，或为了全部或者任何财产的重要部分；或者借方采用全体行为去批准或者考虑任何在第 b 段详尽解释的行为；
- (c) The borrower breaches the obligations agreed upon in the contract or other matters.
借方违反了本合同中双方约定的义务或者其他事项。

then, and in every such event, the Lender shall in addition to all other rights and remedies available to it be entitled by written (including facsimile) notice to the borrower to terminate this Loan Agreement and to declare any principal of and all interest accrued on the Loan and all other liabilities accrued hereunder to be forthwith due and payable, and the same shall thereupon become immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the borrower, anything contained herein to the contrary notwithstanding. In addition, the lender shall have the right to enforce the arbitration, which including enforcement of the right to dispose of the goods and enforcement the company property. Borrower uses the account receivable as the collateral. If borrower could not return the payment on maturity date, then the lender has the right to dispose that account receivable. Once fundamental breach of contract happens, fifty thousand Dollar (US\$50,000) compensation has to be paid by borrower at once.

在以上情况下，贷款方除了所有其他权力和补救措施，还可以享有书面（包括传真）来通知借款方终止本贷款协议，并声明最终本金和应计利息，包括其他债务立即到期并被支付，没有描述，要求，抗议或另行通知，所有的一切都特此被借方明确地免除，任何包括虽然相反的情况于此。贷款方同时享有仲裁后强制执行的权利，一是强制执行获得货物处置权，二是强制执行公司财产。应收账款作为抵押，当借款人违约时，贷方有权对该笔应收账款进行处置。根本性违约需一次性支付赔偿金 5 万美元。

10. MISCELLANEOUS / 杂项.

- 10.1 If any payment (including principal of or interest on the Loan) hereunder becomes due, or otherwise would occur, on a day that is not a Business Day at the location where such payment is to be made, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest, if applicable.

如果任何付款（包括贷款本金或利息）逾期，或者其他可能发生的逾期情况，在一个非工作日，在预定好的付款地点，则付款顺延到下一个营业日，利息仍被计算，如果合适的话。

10.2 All payments by the borrower to the lender under this Loan Agreement shall be made in Dollars on the respective due dates by transfer to the account of the lender as the lender shall designate to the borrower.
所有借方向贷方的支付，在此贷款协议之下，需要以美元支付，在到期时转账到贷方向借方指定的账户中去。

10.3 Applicable Law and Jurisdiction:
适用法律和管辖：

(a) This Loan Agreement shall be governed by, and construed in accordance with, laws of HONG KONG.
该贷款协议根据香港法指定和解释。

(b) In the event that any dispute under this Agreement cannot be resolved between the borrower and the lender amicably within thirty (30) days of the date on which the relevant dispute was referred to them, such dispute shall then be settled by final and binding arbitration in HONG KONG, CHINA, conducted pursuant to the Hong Kong International Arbitration Center Rules then in effect, which rules are deemed to be incorporated by reference to this Clause. The arbitration shall be conducted by a panel of three(3) arbitrators, one (1) to be appointed by each of the parties and the third to be appointed by the Hong Kong International Arbitration Center in accordance with the Hong Kong International Arbitration Center Rules. The language of the arbitration shall be English. The arbitration fee shall be borne by the losing party.
借方和贷方间在此协议之下发生的任何争端，若不能在 30 天解决，则需要通过中国香港的仲裁解决，依据香港国际仲裁中心的规则执行生效，相关规则纳入该条款以作参考。仲裁需要被一个由三个仲裁人组成的专家咨询组执行，每个当事人任命一个仲裁员同时第三个仲裁员被香港国际仲裁中心任命，根据香港国际仲裁规则。仲裁过程中使用语言为英语。仲裁费用由败诉方承担。

10.4 This Loan Agreement is binding upon the parties hereto and their respective successors and assigns; provided, however, that the borrower may not assign or transfer its rights or obligations hereunder without the lender's prior written consent.
该贷款协议对双方和他们各自的继承者和受让人有约束力；然而，借方不可以在没有贷方的事前书面同意的情况下，过户或者转移它的权利或者义务。

10.5 The headings of the sections of this Loan Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Loan Agreement.
该贷款协议的标题仅以便利为目的，不能控制或者影响任何该贷款协议规定的意思或解释。

10.6 If any provision or part of a provision of this Loan Agreement or its application to either party, shall be, or be found by any authority of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Loan Agreement, all of which shall remain in full force and effect.
如果官方或具有相等司法管辖权的法院发现合同中的任何条款或部分条款,有无效或无法被执行时,这此无效或无法被执行的条款不影响此合同中的其他条款的法律效力,其他条款一样都是有法律效力的。

10.7 This Loan Agreement may be entered into on separate engrossments, each of which when so executed and delivered shall be an original but each engrossment shall together constitute one and the same instrument and shall take effect from the time of execution of the last engrossment. Immediate evidence that an engrossment has been executed may be provided by transmission of such engrossment by facsimile machine with the original executed engrossment to be forthwith put in the mail.
本协议可订立独立的誊清文件，各份如此签立及交付的誊清文件须属正本，但各誊清文件须共同构成同一的文书，须自最后一份誊清文件签立之时生效。已签立誊清文件的直接证据可藉传真传送该等誊清文件而提供，而已签立的誊清文件的正本须随即邮寄寄出。

10.8 This Loan Agreement is bilingual in both Chinese and English, if there are any differences between the Chinese and the English contents, please take the Chinese version as the standard.
本协议为中英文双语，若中英文之间存在出入，以中文版本为最终标准。

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Loan Agreement to be executed by their duly authorized representatives as of the date first above written.

以兹证明，双方愿接受此借贷合同所带来的法律约束，将按照第一次提到的时间来履行。

JADE BLUE INTERNATIONAL GROUP LIMITED

as Lender / 作为贷款方

By / 由:

Name / 姓名:

Title / 职位:

XXXXXXXXXXXXXXXXXXXXX.

as Borrower / 作为借款方

By / 由:

Name / 姓名:

Title /

