

**DISCOUNTING AGREEMENT (with  
Infor Nexus Platform) made on  
10/09/2024** [\*DATE\*]



Between

(1) CRYSTAL SL GLOBAL PTE. LTD. [\*Supplier's full registered legal name\*]  
(DBA: Insert DBA name if applicable) (["Supplier"]) of  
No 30A Marling Lane, Singapore 739150 [\*Supplier's full registered address\*], a  
Singapore [\*Supplier's U.S. state or if not in U.S. country of incorporation\*] corporation; and

(2) Each and any of Citibank, N.A., its branches and subsidiaries and affiliates party hereto ("Citibank"), including in its capacity as purchaser of Receivables and Paying Agent").

**BACKGROUND**

WHEREAS, from time to time Supplier enters into commercial trade transactions with Buyers for the sale of goods and services resulting in Receivables owed by such Buyers to Supplier. To facilitate the processing of such Receivables, Supplier and each relevant Buyer intend to utilize one or more computerized/online settlement systems (the "Infor System") provided by Infor (US), Inc. ("Infor"). Citi has no role in the provision of the Infor System by Infor to Buyer and Suppliers

WHEREAS, from time to time Supplier may wish to sell to Citibank and Citibank may wish to purchase from Supplier, and have assigned to Citibank, Receivables that are processed through the Infor System, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, representations and warranties contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Supplier and Citibank agree as follows:

**ARTICLE I: DEFINITIONS**

Except as otherwise provided herein, capitalized terms used herein shall have the meanings assigned to such terms in Exhibit A.

**ARTICLE II: RECEIVABLES SALE AND PURCHASE**

**2.1 Discount Offer.** Upon Buyer's and Seller's approval (which in either case may be automatic) of a Receivable, the Infor System shall generate and issue to Citi a Payment Notification with respect thereto. Upon Citibank's receipt of a Payment Notification through the Infor System, Supplier shall be deemed to automatically offer (a "Discount Offer") to sell to Citibank the Receivables evidenced by such Payment Notification, at a price (the "Discount Proceeds") equal to the face amount of the Receivables less the applicable Discount Charge and other fees and charges, if any (as further described in Article III and the relevant Pricing Schedule).

**2.2 Discount Acceptance.** Citibank, at its option, may accept the Discount Offer by depositing the Discount Proceeds therefor in the Designated Account. Supplier acknowledges and agrees that Citibank may accept and act on any Payment Notification it receives, which Payment Notification shall be deemed to be a Discount Offer by Supplier, without any further action by Supplier. Nothing herein represents any commitment whatsoever by Citibank to provide financing; any Receivable purchase is made at Citibank's sole discretion.

**2.3 No Discount Acceptance.** If Citibank has not deposited the Discount Proceeds with respect to an offered Receivable on or prior to the Payment Due Date, the Discount Offer shall be deemed not accepted by Citibank and rescinded by Supplier. In such cases Supplier acknowledges and agrees that Citibank shall have no obligation to make the payment specified in the Payment Notification, and Supplier will look solely to Infor and/or Buyer for such payment, without any involvement of Citibank whatsoever. In addition, Citibank bears no responsibility for any payment that Supplier expects to receive where Citibank does not receive a Payment Notification. Such payment process and any other payment obligations to the Supplier with respect to any Receivable except with respect to an accepted Discount Offer hereunder is completely outside the scope of this Agreement.

**2.4 Receivables Purchase.**

(a) Supplier hereby agrees that, simultaneously with Citibank's deposit in the Designated Account of the Discount Proceeds set forth in the Discount Offer prior to the Payment Due Date, Supplier (i) shall have sold or transferred to Citibank all of Supplier's present and future right, title and interest in, to and under the Receivables to which such Discount Offer relates, and (ii) be deemed to have provided notice to Buyer of Supplier's designation of Citibank as the entity to receive payment of the amount specified in the Payment Notification with respect to such Receivables on the Payment Due Date. No further writing shall be necessary to evidence such transfer of ownership. Notwithstanding the foregoing, Supplier (i) agrees to sign all such other documents, and take all such further actions, as Citibank may reasonably request from time to time to evidence this transfer of ownership; and (ii) irrevocably and unconditionally authorizes Citibank, in Citibank's name or on behalf of Supplier, to notify Buyer (either directly or through the Infor System) of the transfer of the Receivables by email or otherwise at any time or from time to time.

(b) Supplier hereby agrees that its obligations under this Agreement and any Discount Offers issued by it, or on its behalf by the Infor System, shall not be affected by the invalidity, unenforceability, existence, performance or non-performance by Supplier or Buyer (including partial payment, non-payment or late payment) of the relevant underlying transaction, which (and any liability for which) shall be between Supplier and the relevant Buyer only.

(c) It is the intention of Supplier and Citibank that each purchase and sale of Receivables pursuant to this Article II shall constitute a true sale which shall have the effect of Supplier as legal and beneficial owner assigning absolutely with full title guarantee the Receivables to Citibank. Such sale will be absolute and irrevocable and provide Citibank with the full benefits and burdens of ownership of such Receivables. The sale of Receivables hereunder is made without recourse to Supplier, except in the case of a breach by Supplier of any Asset Representation with respect to any Receivable; provided, however, that such sale does not constitute and is not intended to result in an assumption by Citibank of any obligation of Supplier or any other Person arising in connection with the Receivables or any other obligations of Supplier.

(d) In the event that, contrary to the mutual intent of the parties, a court of competent jurisdiction determines that the transactions contemplated hereby constitute a loan rather than a purchase and sale, (i) Supplier shall, effective as of the date hereof, be deemed to have granted to Citibank (and Supplier hereby does grant to Citibank) a first priority security interest in and to any and all Receivables purportedly purchased by Citibank and the proceeds thereof, collectively, to secure the repayment on demand of all amounts paid by Citibank hereunder and any other amounts due from Supplier, and (ii) this Agreement shall be deemed to be a security agreement. With respect to such grant of security interest, Citibank may, at its sole discretion, exercise from time to time any and all rights and remedies available to it hereunder, under the UCC or otherwise.

**2.5 Discharge.** Supplier confirms to Citibank in Citibank's capacity as purchaser of a Receivable (and for the benefit of the applicable Buyer) that Citibank's deposit of the Discount Proceeds in the Designated Account in accordance with Section 2.4(a) shall be deemed to satisfy Buyer's obligation to pay Supplier the face amount of such Receivable. Supplier acknowledges and agrees that (i) resolution of any Claims and (ii) any payment obligations of either party under the Buyer Contract (other than Buyer's obligation to pay

the face amount of a Receivable), are beyond the scope of this Agreement and are unaffected hereby.

**2.6 License and System Terms.** The license and other terms and conditions for use of the Infor System in connection with the services hereunder are agreed between Supplier and Infor, and Citi accepts no responsibility for such terms and conditions. Citi assumes no liability whatsoever in connection with the functioning of, any intellectual property rights with respect to, or any other aspect of the Infor System.

#### ARTICLE III: FEES, CHARGES AND TAXES

**3.1 Fees and Charges.** From time to time, Citibank will provide a Pricing Schedule to Supplier. Citibank's decision whether to purchase Receivables owed by a particular Buyer shall be subject to the terms of the relevant Pricing Schedule.

**3.2 Taxes.** Supplier shall pay, and indemnify and hold Citibank harmless from and against, any present or future taxes, including any sales, value-added, goods and services, occupational, excise, gross receipts, personal property, privilege or license taxes, stamp duties or any withholdings and any interest and penalties thereon, plus any and all costs, expenses and reasonable counsel fees in defending against the same, whether arising by reason of the acts to be performed by Supplier hereunder or otherwise ("Taxes"), that may at any time be asserted on or paid by Citibank in respect of the purchase transactions hereunder (the "Subject Transactions"); provided that, and for the avoidance of doubt, such indemnification obligation does not apply to taxes imposed upon Citibank with respect to its overall net income under the law of the jurisdiction in which that Citibank entity is organized or, if different, the jurisdiction in which Citibank is treated as resident for tax purposes. Supplier shall indemnify Citibank for any Taxes in respect of Subject Transactions, within 30 days from the date Citibank makes written demand therefor. If Supplier shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder in connection with a Subject Transaction (i) the sum payable shall be increased as may be necessary so that, after making all required deductions (including deductions applicable to additional sums payable under this paragraph), Citibank receives an amount equal to the sum it would have received had no such deductions been made, (ii) Supplier shall make such deductions and (iii) Supplier shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable law. Supplier shall furnish to Citibank's Corporate Tax Department, at the address set forth under Citibank's signature line, the original or a certified copy of a receipt evidencing such payment, within 30 days after the date of payment of any such Taxes.

#### ARTICLE IV: REPRESENTATIONS, WARRANTIES AND COVENANTS

**4.1 Mutual Representations and Warranties of the Parties.** Each of Supplier and Citibank represents and warrants as follows: (i) it is validly existing and in good standing and has the power to enter into and perform, and has all necessary authorizations for the entry into, performance and delivery of, this Agreement and the transactions contemplated by this Agreement; (ii) this Agreement, and any execution hereof by Electronic Signature, constitutes its legal, valid and binding obligation, enforceable in accordance with this Agreement's terms; (iii) its execution, delivery and performance of this Agreement does not contravene its constitutive documents or any contract binding on or affecting it or any of its properties, does not violate any applicable law, regulation or order, and does not require any notice, filing or other action to or by any governmental authority; and (iv) any Person executing this Agreement by means of Electronic Signature, is an authorized signatory and is authorized to execute this Agreement on such Party's behalf by electronic means.

**4.2 Supplier Representations and Warranties.** Supplier hereby agrees that, by entering into this Agreement, Supplier will be deemed to have made the representations and warranties under Section 4.1, and each of the following representations and warranties, both as of the date of each Discount Offer and as of the date any such Discount Offer is accepted by Citibank pursuant to Section 2.2:

(a) Each such Receivable (i) is the exclusive property of Supplier free and clear of all security interests, liens or claims of any kind other than security interests that are released simultaneously with such sale to Citibank; (ii) relates exclusively to a commercial trade transaction and represents consideration for a sale of goods or services (A) that have been delivered to and accepted by the relevant Buyer in the ordinary course of business, (B) in relation to which all of Supplier's obligations have been performed by it in full and (C) which complies with all applicable legal requirements; (iii) is not disputed by Buyer or any other Person, and is not the subject of any legal or arbitral proceeding; (iv) does not have a Payment Due Date falling more than 180 days after the date it is purchased by Citibank pursuant to Section 2.2; and (v) is freely assignable or transferable (as applicable) and the provisions of this Agreement are effective to assign or transfer (as applicable) the relevant Receivable to Citibank.

(b) On the date hereof and at the time of each sale of Receivables hereunder, Supplier (i) is not insolvent or unable to pay its debts (including subordinated and contingent debts), nor will it become so in consequence of its entering into this Agreement or its sale of Receivables to Citibank hereunder and (ii) is not and will not be an affiliate of any Buyer.

(c) Supplier and any of its subsidiaries are conducting and will continue to conduct their business in compliance with Anti-Corruption Laws. Supplier and any such subsidiaries have implemented, maintain, and will continue to maintain in effect policies and procedures to ensure compliance by Supplier, such subsidiaries, and their respective directors, officers, employees, and agents, with Anti-Corruption Laws. None of Supplier or any of its parents or subsidiaries, or any of their respective directors, officers, or employees, or to the knowledge of Supplier, the affiliates or agents of Supplier or any of their subsidiaries, is a Sanctioned Person, or located, organized, or resident in a Sanctioned Jurisdiction.

(d) The operations of Supplier and any subsidiaries are and have been conducted at all times in compliance with applicable (i) financial recordkeeping and reporting requirements, as amended, and (ii) Anti-Money Laundering Laws, and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving Supplier or any subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of Supplier, threatened.

(e) If Supplier provides Citibank with personal data about itself or its Authorized Users, (including without limitation through the use of cookies,) Supplier warrants that such data has been given with the consent of each individual and in compliance with any applicable personal data protection and privacy legislation, such that the data may be processed or transmitted by and to Citibank and its contractors in any country of the world in connection with this Agreement. Supplier consents to the disclosure by Citibank of such data to Buyers to the extent such data is needed in connection with the delivery of any Payment Notification.

(f) Supplier is (i) a named party to the Buyer Contract, (ii) the entity that provides goods or services to the Buyer pursuant to the terms of the Buyer Contract, (iii) not a special purpose vehicle or special purpose entity and (iv) neither a subsidiary or affiliate of, nor shares a common parent with, any Buyer.

(g) No Receivable is an intercompany payable or account receivable between a Supplier and Buyer that would be eliminated in a consolidation of such Supplier and Buyer.

(h) Supplier is an authorized user on the Infor System and is authorized to issue Discount Offers and other Messages through the Infor System.

**4.3 Supplier Covenants.** Supplier hereby covenants and agrees with Citibank as follows:

(a) Supplier shall comply with all relevant laws and regulations applicable to this Agreement, the Receivables and all transactions hereunder, including without limitation, all applicable export control laws.

(b) Supplier shall, at the request of Citibank, execute any such documents and do all acts and things as may be, in the opinion of Citibank, reasonably

necessary to protect Citibank's rights and benefits in respect of this Agreement or to confer to Citibank all right, title and interest of Supplier in respect of any Receivable purchased by Citibank.

(c) Supplier shall not, at any time after making a Discount Offer to Citibank, sell or otherwise dispose of or permit any encumbrance on the Receivables offered to or purchased by Citibank other than Citibank's interest therein.

(d) Supplier will mark its records relating to any Receivables purchased by Citibank to indicate that Citibank has purchased such Receivables.

(e) Supplier hereby irrevocably authorizes Citibank, in its sole discretion, to file one or more financing statements (and other similar instruments) and amendments thereto and, if Supplier is not a U.S. Person, any other notice (including notice through the Infor System), registration, document or instrument required under the laws of Supplier's jurisdiction of organization, and to take any other action, relative to all or any part of the Receivables to be purchased by Citibank, without the signature of Supplier, to the extent permitted by applicable law, in each case as may be necessary or appropriate in order to perfect and maintain the perfection of Citibank's ownership of and security interest in such Receivables. If Supplier is a U.S. Person, Supplier shall not change its (i) location (as defined in Section 9-307 of the UCC as in effect in the State of New York), (ii) name from its current legal name or (iii) entity type from its current business structure to another, in each case, without providing Citibank at least thirty (30) Business Days prior written notice.

(f) Supplier shall promptly notify Citibank if it anticipates becoming or becomes a subsidiary or affiliate of any Buyer.

(g) None of Supplier or any of its parents or subsidiaries, or any of their respective directors, officers, or employees, or to the knowledge of Supplier, the affiliates or agents of Supplier or any of their subsidiaries, will, directly or indirectly, use any part of the Discount Proceeds, or lend, contribute, or otherwise make available such proceeds (i) to fund or facilitate any activities or business of or with any Person that, at the time of such funding or facilitation, is a Sanctioned Person, (ii) to fund or facilitate any activities or business of or in any Sanctioned Jurisdiction, (iii) in any manner that would result in a violation by any Person of Sanctions, or (iv) in violation of applicable law, including, without limitation, Anti-Corruption Laws. None of the execution, delivery, or performance of this Agreement, or any activities, transactions, services, or security interest contemplated by this Agreement, would result in a violation of Sanctions by Citibank.

**4.4 No Representations.** No representation, warranty, term or condition, express or implied, statutory or otherwise, is given or assumed by Citi in respect of (i) Supplier's underlying commercial transactions, (ii) the Infor System or the transactions hereunder that utilize the Infor System, or (iii) the goods or services to which such underlying transactions relate.

#### ARTICLE V: MISCELLANEOUS

**5.1 Waivers; Severability.** No delay or failure of any Party hereto in exercising any right, privilege or option under this Agreement shall operate as a waiver of such or of any other right, privilege, or option. If any provision of this Agreement is or becomes illegal or invalid under any applicable law, the validity of the remaining provisions shall not be affected thereby.

#### **5.2 Limitation on Liability.**

(a) Citibank shall not be liable for any action taken or omitted in reliance on any notice, direction, consent, certificate, affidavit, statement, designation or other paper or document reasonably believed by it to be genuine and to have been duly and properly signed or presented to it by, or transmitted through the Infor System on behalf of, Supplier or Buyer.

(b) Except for liabilities to third parties relating to defense and indemnification obligations hereunder, neither Party shall be liable to the other Party or responsible for any loss of business or profits, revenue or goodwill, or any indirect or consequential, special, exemplary or punitive losses or damages, whether arising from negligence, breach of contract or otherwise, even if informed of the possibility of those losses or damages.

(c) Citibank shall not be liable for any Losses arising out of or relating to any of its actions or omissions to act hereunder, except to the extent that any such Losses are caused by Citibank's gross negligence or willful misconduct.

**5.3 No Implied Duties or Warranties.** Citibank shall be obliged to perform such duties and only such duties as are specifically set forth herein, and no implied duties or responsibilities shall be read or implied into this Agreement against Citibank. Citi bears no responsibility whatsoever for the Infor System or for Infor's performance of its duties in connection with this Agreement or the Services. Notwithstanding any other provision elsewhere contained in this Agreement, Citibank shall have no duties or obligations hereunder to any Person or entity other than with respect to its express obligations to Supplier and, without limiting the foregoing, does not hereby assume any obligation or relationship of agency or trust hereunder for, or with, Supplier, Buyers, or any other Persons.

#### **5.4 Confidentiality.**

(a) Each Party agrees to maintain the confidentiality of any Confidential Information (as defined below) of the other Party to which it has access in connection with this Agreement, and to use such Confidential Information only for the purposes of exercising its rights and performing its obligations under this Agreement, and not for its own personal gain or benefit. "Confidential Information" shall mean information of a Party that the other Party knows or reasonably should know to be confidential to such first Party.

(b) Notwithstanding the foregoing, either Party may disclose Confidential Information obtained from the other Party (i) to any authority of competent jurisdiction pursuant to legal process or pursuant to any other foreign or domestic legal and/or regulatory obligation or request, including disclosure to courts, tribunals, and/or legal, regulatory, tax and governmental authorities; (ii) to its subsidiaries and affiliates; (iii) to its professional advisors, auditors and service providers, including Infor, and (iv) subject to Section 5.6 hereof, to any Person to (or through) whom Citibank sells, assigns or transfers (or may potentially assign or transfer) all or any of its rights and obligations under this Agreement or any Receivables, or to a counterparty in (x) a securitization or similar transaction in relation to which any Receivables or this Agreement forms a part of the asset pool or collateral pool, (y) a sub-participation in relation to any Receivables or this Agreement, or (z) any other transaction (including credit derivative transactions) under which payments are to be made by reference to any Receivables or this Agreement. In addition, Citibank may, from time to time at Buyer's request, provide Buyer with information as to discounting volumes without violating this Section 5.4(b) or any other confidentiality provisions herein.

**5.5 Indemnity.** Supplier shall defend, indemnify and hold harmless Citibank and its affiliates, employees, directors, officers, and agents (each, an "indemnified party"), from and against all Losses, including, without limitation, Losses arising out of or in any way relating to (i) any breach of Supplier's obligations under this Agreement, including any representations under Article IV being untrue or inaccurate, (ii) Supplier's use of the Infor System and Citibank's reliance on any Message sent or purported to be sent by or on behalf of Supplier, Buyer or Infor, either directly or through the Infor System or otherwise, including any Payment Notification sent through the Infor System, (iii) Citi's consummation of the transactions contemplated hereby through the use of the Infor System, or (iv) any Claim or any other dispute with respect to the commercial transaction giving rise to any Receivable, except to the extent that such Losses are caused by the gross negligence or willful misconduct of such indemnified party. Supplier has not relied on Citibank and agrees to hold Citibank harmless with respect to Supplier's selection of Infor to process payments from Buyer to Supplier.

**5.6 Assignment.** This Agreement shall bind and inure to the benefit of the respective successors, permitted assigns and transferees of each of the Parties; provided, however, that Supplier may not assign or transfer any of its rights or obligations hereunder without Citibank's prior written consent, given in its sole discretion. Citibank shall have the right without the consent of or notice to Supplier to sell, transfer, assign, or grant participations in the Receivables purchased by Citibank and all or any part of, or any interest in, Citibank's obligations, rights and benefits hereunder.

5.7 **Termination.** Either Party may terminate this Agreement for any reason upon thirty Business Days prior written notice to the other Party. Either Party may terminate this Agreement upon five Business Days prior written notice if the other Party is in breach of, or fails to perform any of its material obligations under, this Agreement; provided that with respect to any breach of Sections 4.2(c) or (d) or Section 4.3(f), Citibank may terminate this Agreement with immediate effect. Upon notice of termination, Supplier shall no longer issue Discount Offers to Citibank and Citibank will no longer accept Discount Offers from Supplier.

5.8 **Survival.** All covenants made herein shall continue in full force and effect so long as any purchased Receivable remains outstanding. All confidentiality, security and indemnity obligations and all limitation of liability provisions contained in this Agreement shall survive and remain in full force and effect notwithstanding termination of this Agreement.

5.9 **Notices.** Except as otherwise expressly contemplated herein, all notices pursuant to this Agreement shall be in writing, duly signed by the Party giving such notice, and shall be delivered, emailed, faxed or mailed to the address set forth under the relevant Party's signature line hereto; provided that notices to Supplier may be sent to any person listed on the supplier setup forms (as such information may be amended or otherwise modified), and provided further that Discount Offers and other Messages may be sent through the Infor System. All notices or other communications shall be deemed to have been received: (a) in the case of a notice given by hand, on the day of actual delivery; (b) if sent by mail, 5 Business Days after being deposited in the mail with first class prepaid postage; (c) if sent by e-mail, on the date of sending; and (d) if sent through the Infor System, on the date such Message is transmitted through the Infor System provided that a notice given in accordance with the above but received on a day which is not a Business Day or after normal business hours in the place of receipt shall be deemed to have been received on the next Business Day.

5.10 **Entire Agreement; No Third Party Beneficiaries; Amendments; Additional Citibank Entities.** This Agreement embodies the entire agreement between Supplier and Citibank relating to the subject matter hereof, and supersedes all prior agreements relating to this subject matter. This Agreement shall not be construed to confer any right, benefit, remedy or claim upon any Person other than Supplier and Citibank and their respective successors and permitted assigns. This Agreement may be amended by the Parties at any time. All amendments and waivers to this Agreement must be in writing and signed by or on behalf of each of the Parties. The Parties agree that any branch, subsidiary or affiliate of Citibank, N.A. that (i) purchases any Receivables or (ii) provides any other services, in each case pursuant to this Agreement (such an entity, a "Relevant Citi Entity"), shall be deemed to be a party to this Agreement as if it had executed a counterpart of this Agreement. Citibank, N.A. shall be deemed to have the authority to act on behalf of any Relevant Citi Entity, for all purposes under this Agreement. The legal name of each Relevant Citi Entity shall be set forth on the applicable Pricing Schedule.

5.11 **Execution.** Each of the Parties hereto hereby acknowledges and agrees that this Agreement or any amendments or other documents delivered in connection herewith may be executed manually or by Electronic Signature in any number of counterparts, which, taken together, shall constitute a single copy of this Agreement. Any signature delivered by facsimile, by email in "pdf" or similar format or by Electronic Signature shall be deemed an original signature. Each of the Parties waives any right to challenge the binding and enforceable nature of this Agreement on the basis of the electronic execution or transmission of any signature page hereto.

5.12 **Governing Law and Jurisdiction.** This Agreement, and any action arising out of or in connection with this Agreement (whether in tort, contract, equity or otherwise) is governed by, and shall be construed and interpreted in accordance with, the laws of the State of New York. Supplier agrees that any New York State court or Federal court sitting in New York County (or any appellate court having jurisdiction over such courts) shall have exclusive jurisdiction to hear and determine or settle any suits, action or other proceedings or disputes in connection with this Agreement and Supplier submits to the jurisdiction of those courts for itself and its property. Each

Party waives: (i) any right to immunity from jurisdiction of any court or any legal process to which it may be entitled (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, (ii) any objection to venue or any claim of inconvenience in connection with a proceeding brought in such a court and (iii) consents to the service of any process, summons, notice or document in any such suit, action or proceeding by registered mail addressed to such Party at its address specified on the first page of this Agreement. If Supplier is incorporated or organized in a jurisdiction other than the United States, then without prejudice to any other mode of service allowed under any relevant law, upon Citibank's request Supplier shall immediately (and in any event within five (5) Business Days), appoint a Process Agent (on terms acceptable to Citibank) in connection with this Agreement. Such service may be made by mailing or delivering a copy of such process to Supplier in care of the Process Agent, and Supplier hereby irrevocably authorizes and directs the Process Agent to accept such service on its behalf. If Supplier fails to appoint a Process Agent upon Citibank's request, Citibank is authorized to appoint such agent as it may choose in its sole discretion for this purpose. Citibank shall notify Supplier of any appointment it makes pursuant to this Section 5.12. In the event that Citibank makes such appointment, Supplier may replace such Process Agent appointed by Citibank with prior written notice to Citibank; provided that any service of process that occurs prior to such notice of replacement shall be effective when served to the Process Agent appointed by Citibank. Supplier agrees that nothing in this Agreement shall affect Citibank's right to (A) serve process in any other manner permitted by law (including pursuant to the rules for foreign service of process authorized by the Hague Convention) or (B) commence any suit, action or proceeding relating hereto against Supplier or its property in any other jurisdiction, including the right to enforce a judgment obtained in New York courts in any jurisdiction where Supplier's assets are located, and that failure by a process agent to notify Supplier of the process will not invalidate the proceedings concerned. Supplier agrees that final judgment against it in any suit, action or proceeding shall be enforceable in any other jurisdiction by suit on the judgment or in any other manner provided by law, a certified copy of which shall be conclusive evidence of the judgment, and any recovery by Citibank pursuant to any judgment that is expressed in or converted into any currency other than U.S. Dollars, shall not discharge the obligation except to the extent that such recovery results in the actual receipt by Citibank in New York of the full amount of U.S. Dollars owed.

5.13 **Annex 4 Override.** The provisions of Annex 4 shall apply to this Agreement and if there is any inconsistency between the other provisions of this Agreement and the provisions in Annex 4, the latter shall prevail to the extent of the inconsistency.

5.14 **WAIVER OF JURY TRIAL.** THE PARTIES IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES HERETO IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.

5.15 **Declaration.** Supplier confirms that it has received independent legal, tax and accounting advice in relation to the transactions contemplated by this Agreement. Supplier confirms that it has not relied on any representation of Citibank in this regard.

5.16 **Data Privacy Terms for Specified Jurisdictions.** Annex 2 attached hereto sets forth the data privacy terms that apply to this Agreement with respect to the jurisdictions identified therein. The Parties agree that Citibank may modify Annex 2 from time to time by providing an updated Annex 2, which may be sent by email or other means of electronic communication. The data privacy terms set forth in Annex 2 shall remain in full force and effect for purposes of this Agreement until such time as Citibank determines it no longer applies to either Party under applicable law.

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement as of the date and year first written above.

CRYSTAL SL GLOBAL PTE. LTD.

DBA( )  
*(Supplier's full registered legal name)*  
Redacted  
By: *(Signature)*  
Name (printed): Redacted  
Title: Authorized Signer

Citibank, N.A.  
*for and on behalf of Citibank*  
By: *(Signature)*  
Name (printed):  
Title:

Supplier Name:	CRYSTAL SL GLOBAL PTE. LTD.	
Attention:	Redacted	
Address:	No 30A Marsiling Lane, Singapore 739150	
Email:	Redacted	
Phone:	Redacted	
Fax:		

Citibank entity:	Citibank, N.A.	
Attention:	Redacted	
Address:	388 Greenwich St, 28 <sup>th</sup> Floor	
Email:	Redacted	
Phone:	Redacted	
Fax:	Redacted	

Note: The above address details are those referred to in Section 5.9.

Exhibit A

CERTAIN DEFINED TERMS

**"Agreement"** means this Discounting Agreement (with Infor Nexus Platform), Annex 1 (Pricing Schedule), Annex 2, Annex 3 and, if applicable, Annex 4 and Annex 5, and any other annexes, appendices, schedules or exhibits added hereto from time to time upon the agreement of the Parties, each as amended from time to time.

**"Anti-Corruption Laws"** means all laws, rules, and regulations from time to time, as amended, concerning or relating to bribery or corruption, including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and all other applicable anti-bribery and corruption laws.

**"Anti-Money Laundering Laws"** means (a) the money laundering statutes of each jurisdiction where Supplier or any of its subsidiaries conduct business, (b) the rules and regulations thereunder and (c) any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency of such a jurisdiction.

**"Asset Representations"** means the representations and warranties of Supplier set forth in Sections 4.2(a) - (h).

**"Business Day"** means any day (excluding Saturdays and Sundays) on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the jurisdiction where the applicable Citibank entity is located and in the principal financial center of each relevant currency. Any amounts due for payment by Citibank on a day other than a Business Day shall be payable on the succeeding Business Day.

**"Buyer"** means Supplier's customer set forth on the applicable Pricing Schedule(s) attached hereto, including all such customer's subsidiaries and affiliates that are obligors on the Receivables purchased by Citibank hereunder and any other customer of Supplier that Citibank and Supplier agree to add to this Agreement as a "Buyer" by adding one or more Pricing Schedules hereto, and, in each case, that is a authorized buyer on the Infor System.

**"Buyer Contract"** means a commercial contract between a Buyer and Supplier pursuant to which goods or services are supplied to such Buyer.

**"Claim"** means any abatement, charge, claim, claw-back, counterclaim, defense, deferral, lien, netting, offset, reduction, recovery, set off right or withholding or any other right, dispute or claim relating to carriage, damage, defects, delivery (including non-delivery, under or late delivery), failure to meet the specifications, warranties or representations (whether express or implied), or any other failure of Supplier to comply with the terms of Buyer Contract.

**"Confidential Information"** has the meaning set forth in Section 5.4.

**"Designated Account"** means Supplier's bank account identified in the set up form completed by Supplier, in order for Citibank to implement the services contemplated in this Agreement.

**"Discount Offer"** and **"Discount Proceeds"** have the meanings set forth in Section 2.1.

**"Discount Charge"** has the meaning set forth in the relevant Pricing Schedule.

**"Electronic Signature"** means any electronic symbol or process attached to or logically associated with this Agreement or any amendment hereto, executed or adopted by a Party with the intent to sign this Agreement or such amendment, including, without limitation, software programs such as Adobe Acrobat Sign and DocuSign.

**"Infor System"** has the meaning set forth in the Recitals hereto, and includes related services, equipment, software, programming or object

code, to facilitate the processing of Receivables and payments made with respect thereto.

**"Losses"** means any claims, liabilities, losses, damages, costs or expenses, including reasonable attorneys' fees and disbursements, other dispute resolution expenses and costs of collection; provided that, and for the avoidance of doubt, the term "Losses" does not include any credit-related losses that may apply to a Receivable from time to time after it is sold under this Agreement.

**"Message"** means any message, information or instruction that is transmitted through the Infor System, including any communication from Buyer or Supplier to Citibank with respect to any Discount Offer.

**"Party"** or **"Parties"** means each or both of Supplier or Citibank, as the context requires.

**"Payment Amount"** is the face amount of Receivables due from a Buyer on the Payment Due Date, as set forth in the Payment Notification.

**"Payment Due Date"** means the date payment by a Buyer of the Payment Amount is due as specified in the Payment Notification.

**"Payment Notification"** means the notification sent through the Infor System, to inform each of Citibank and Supplier that, absent purchase of the related Receivable(s) by Citibank, Buyer has instructed Infor to cause payment of the Payment Amount to be made on the Payment Due Date.

**"Person"** shall mean any individual, sole proprietorship, partnership, corporation, trust, association, limited liability company, limited liability partnership, institution, public benefit corporation, joint venture, governmental body or any other entity.

**"Pricing Schedule"** means the pricing schedule as Citibank will provide to Supplier from time to time that sets out the method used to calculate the Discount Charge and any other fees and charges in respect of Receivables offered for sale hereunder. The initial Pricing Schedule is set out in Annex 1 hereto. There may be additional Pricing Schedules for different currencies, Buyer jurisdictions or Citibank entities, substantially in the form of Annex 1. Each Pricing Schedule shall set out (a) the name of the relevant Buyer and (b) the particular Citibank entity acting as purchaser of Receivables.

**"Process Agent"** means an agent for service of process in the State of New York.

**"Receivables"** means Supplier's rights to receive payment from Buyers (or any parent or other affiliate thereof that has undertaken to make payment) in respect of bona fide obligations of Buyers arising out of Supplier's sale and delivery of goods or services, in each case as evidenced by an invoice (or similar document) and represented, for all purposes hereunder by a Payment Notification.

**"Relevant Citi Entity"** has the meaning set forth in Section 5.10.

**"Sanctions"** means economic, trade, or financial sanctions, requirements, or embargoes imposed, administered, or enforced from time to time by any Sanctions Authority.

**"Sanctions Authority"** means the United States (including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. Department of State), the United Kingdom (including, without limitation, Her Majesty's Treasury), the European Union and any EU member state, the United Nations Security Council, and any other relevant sanctions authority.

**"Sanctioned Jurisdiction"** means, at any time, a country or territory that is, or whose government is, the subject of Sanctions.

"Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions related list maintained by any Sanctions Authority, (b) any Person located, organized, or resident in a Sanctioned Jurisdiction, or (c) any other subject of Sanctions, including, without limitation, any Person controlled or 50 percent or more owned in the aggregate, directly or indirectly, by, or acting for or on behalf of, or at the direction of, any such Person or Persons described in the foregoing clauses (a) or (b).

"Subject Transactions" has the meaning set forth in Section 3.2.

"Taxes" has the meaning set forth in Section 3.2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York or any other relevant jurisdiction, as applicable.

"U.S. Person" means a Person incorporated or organized under the laws of the United States of America, any State thereof, the District of Columbia or Puerto Rico.

Annex 1

PRICING SCHEDULE

Supplier's Legal Company Name: CRYSTAL SL GLOBAL PTE. LTD. DBA (if applicable): \_\_\_\_\_  
Buyer: Redacted its various subsidiaries and affiliates (no intracompany relationship with Supplier)  
Buyer Jurisdiction: United States of America  
Citibank Entity: Citibank NA, Citibank Canada and/or Citibank Europe PLC

A. Receivables Discounting Fees and Charges:

"Discount Charge" for each Discount Offer is defined as the Payment Amount multiplied by the Discount Rate:

$$\text{Discount Charge} = \text{Payment Amount} \times \text{Discount Rate.}$$

Where:

"Discount Rate" means the annual percentage rate, calculated as the sum of the Base Rate prevailing on the Discount Date and the Spread, multiplied by the Discount Acceptance Period and divided by 360:

$$\text{Discount Rate} = (\text{Base Rate} + \text{Spread}) \times (\text{Discount Acceptance Period} / 360).$$

"Base Rate" means, with respect to U.S. Dollars, Term SOFR plus the Spread Adjustment or the Cost of Funds Adjustment, if any, that is in effect at such time, or following notification by Citibank to the Supplier of the occurrence of a Term SOFR Trigger, the Base Rate shall be the alternative rate and margin (which may be different to the previously specified rate and may include a spread adjustment) notified to the Supplier by Citibank and which in Citibank's opinion (which shall be conclusive absent manifest error):

- (a) shall take into account benchmark rates and means of calculating spread adjustments that are being generally accepted in the relevant markets; or
- (b) is otherwise an appropriate successor to the Base Rate specified in this Pricing Schedule and results (so far as reasonably practicable) in no transfer of economic value to or from the Supplier.

provided that:

- (1) where the applicable Base Rate is based on a rate quoted for different tenor periods (each a "Base Rate Period"), if the length of the relevant Discount Acceptance Period is shorter or longer than any Base Rate Period or falls between any two Base Rate Periods, then the Base Rate shall be based on the rate per annum selected by Citi in its sole discretion that is (i) the rate quoted for the closest longer Base Rate Period; or (ii) the rate quoted for the closest shorter Base Rate Period; or (iii) the rate determined by Citi based on interpolation or extrapolation, as applicable, on a linear basis (x) where the Discount Acceptance Period is shorter than the shortest Base Rate Period, from the Base Rate for the two shortest Base Rate Periods for which the Base Rate is available that are longer than the Discount Acceptance Period; (y) where the Discount Acceptance Period falls between two Base Rate Periods, between (A) the Base Rate for the longest Base Rate Period for which the Base Rate is available that is shorter than the Discount Acceptance Period and (B) the Base Rate for the shortest Base Rate Period for which the Base Rate is available that is longer than such Discount Acceptance Period; or (z) where the Discount Acceptance Period is longer than the longest Base Rate Period, from the Base Rate for the two longest Base Rate Periods for which the Base Rate is available that are shorter than the Discount Acceptance Period; and
- (2) if the Base Rate is less than 0% then the Base Rate shall be deemed to be 0% for the purposes of this Pricing Schedule.

"Cost of Funds Adjustment" means the cost of funds adjustment rate for a period equal to the length of the relevant Discount Acceptance Period, as displayed on the notification section of the Citi Supplier Finance portal, or if not available, as determined by Citibank and is subject to change.

"Discount Acceptance Period" is the number of days in the period starting from (and including) the date the Discount Proceeds are remitted by Citibank to the Designated Account until (but excluding) the Payment Due Date.

"Discount Date" means the date that the System processes each Discount Offer.

"Relevant Governmental Body" means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

"SOFR" means the secured overnight financing rate administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

"Spread" means the rate determined by the relevant Citibank entity in its sole discretion as set out in the Spread Table in Section D under the heading "Spread Rate" corresponding to both: (a) the location of the relevant Buyer; and (b) the relevant currency of the Receivable to which the Discount Rate is to be applied. The Spread is only applicable for the currencies listed in the below table unless otherwise agreed in writing by the relevant Parties.

"Spread Adjustment" means the credit adjustment rate for U.S. Dollars for a period equal to the length of the relevant Discount



Acceptance Period, as displayed on the notification section of the Citi Supplier Finance portal, or if not available, as determined by Citibank and is subject to change.

"Term SOFR" means, for the applicable Discount Acceptance Period, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body. If, for whatever reason, Term SOFR is not published in respect of a relevant calculation day and a Term SOFR Trigger has not occurred, Term SOFR for that day shall be:

- (i) the last published rate for Term SOFR, unless sub-paragraph (ii) below applies; or
- (ii) a rate formally recommended by the Vendor or the supervisor responsible for Term SOFR or the Vendor, where Citibank considers that rate to be capable of use by Citibank across its business at that time.

"Term SOFR Trigger" means the occurrence of one of the following events, determined by Citibank in its sole discretion, which, to the extent applicable, shall be conclusive absent manifest error:

- (i) Term SOFR has permanently ceased or is likely permanently to cease to be published or available;
- (ii) a regulator, administrator, court, or other competent authority:
  - (A) states that Term SOFR (or any feature of the calculation, methodology or convention used to determine a Discount Rate) is no longer representative, or appropriate for use; or
  - (B) requires or (where relevant) recommends that Term SOFR (or any feature of the calculation, methodology or convention used to determine a Discount Rate) be permanently discontinued; or
- (iii) market practice with respect to Term SOFR (or any feature of the calculation, methodology or convention used to determine a Discount Rate) has changed or is reasonably expected to change, for example, as a result of any public announcement to that effect; or
- (iv) Term SOFR (or any feature of the calculation, methodology or convention used to determine a Discount Rate) is no longer representative or appropriate for calculating a Discount Rate.

"Vendor" means an information service, or any successor information service, in each case, as selected by Citibank from time to time in its reasonable discretion.

B. Other Fees and Charges: Citibank reserves the right to assess processing fees from time to time.

C. Effective Date:

- (1) The effective date of this Pricing Schedule is the date set forth on the first page of this Agreement (the "Effective Date").
- (2) The pricing shall be effective commencing on the Effective Date and shall continue until termination of this Agreement in accordance with Section 5.7 thereof (the "Termination Date"); provided, however, Citibank may, at any time, change the pricing (or any subsequent pricing) in its sole discretion upon at least thirty (30) days prior notice to the Supplier, with such new pricing to be effective commencing on the 30th day following such notice and continuing through and including the Termination Date.

Section D (Spread Table) is on the following page.

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D. Spread Table

Location of the relevant Buyer	Currency of the Receivable	Spread Rate
UNITED STATES	USD	1.40%

Annex 2

DATA PRIVACY TERMS FOR SPECIFIED JURISDICTIONS

A. California Privacy Rights Act

The following terms apply when Citi receives Personal Information from Supplier relating to a Consumer<sup>1</sup> that is covered by the California Privacy Rights Act of 2020, (2020 Cal. Legis. Serv. Proposition 24, codified at Cal. Civ. Code §§ 1798.100 et seq.), and its implementing regulations, as amended or superseded from time to time (the "CPRA"). Capitalized terms used in this Section A and not otherwise defined in the Agreement shall have the same meanings ascribed to such terms in the CPRA.

1. Supplier represents and warrants that it has provided all required privacy notices, information and disclosures to Consumers, acting on behalf of the Supplier, including obtaining any consents necessary under the CPRA, before disclosing the Consumers' Personal Information to Citi.
2. The Personal Information available to Citi is for the following limited and specified purposes: including for internal banking operations, legal, regulatory, risk mitigation, audit, marketing, advertising, and any other commercial purpose in connection with Citi's products and services, in addition to any other purpose expressly permitted by the CPRA or federal regulations, or as permitted by the Supplier's consent.
3. With respect to the Personal Information that Supplier makes available to Citi under the Agreement, Citi agrees to: (a) comply with all applicable sections of the CPRA; (b) if required under the CPRA, grant Supplier the right to take reasonable and appropriate steps to ensure that Citi uses such Personal Information in a manner consistent with Supplier's obligations under the CPRA; (c) grant Supplier the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Information made available to Citi; and (d) notify Supplier after it makes a determination that it can no longer meet its obligations under the CPRA.

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<sup>1</sup>Citi's Global Privacy Notice for Institutional Clients and its California Supplemental Provision can be accessed online using direct links entitled "Global Notice for Institutional Clients" and "CPRA Notice at Collection", which are prominently displayed in the website footer of [Global Notice for Institutional Clients & CPRA Notice at Collection](#)