



RECEIVABLES PURCHASE AGREEMENT

This RECEIVABLES PURCHASE AGREEMENT, dated as of 4 November 2020 (this "Agreement"), is by and between (a) Crystal SL Global Pte Ltd, a[n] Singapore PRIVATE LIMITED COMPANY (Pte Ltd) (the "Supplier") and (b) each and any of MUFG BANK, LTD. and its Affiliates, as Receivables Purchaser (as defined below).

BACKGROUND

A. From time to time the Supplier will enter into commercial trade transactions with a Buyer for the sale of goods and/or the provision of services resulting in Receivables owed by such Buyer to the Supplier.

B. From time to time the Receivables Purchaser may wish to purchase such Receivables from the Supplier utilising the Infor Nexus Platform (as defined below) pursuant to the terms of 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, the Supplier and the Receivables Purchaser agree as follows:

ARTICLE I: DEFINITIONS

For the purposes of this Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

"**Adverse Claim**" means any mortgage, assignment, security interest, pledge, lien or other encumbrance securing any obligation of any Person, any right of set off or any other type of adverse claim or preferential arrangement having a similar effect (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, and any lease in the nature thereof), in each case other than as arising under this Agreement.

"**Affiliate**" means, in respect of a Person, any other Person that at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such Person.

"**Agreement**" means this Receivables Purchase Agreement including all annexes, exhibits and schedules hereto.

"**Anti-Corruption Laws**" means all laws, rules, and regulations of any jurisdiction applicable to the Supplier or any of its Affiliates from time to time concerning or relating to bribery or corruption, including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, and any other applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

"**Anti-Money Laundering Laws**" means each of (a) the Executive Order; (b) the PATRIOT Act; (c) the Money Laundering Control Act of 1986, 18 U.S.C. Sect. 1956 and any successor statute thereto; (d) the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada); (e) the Bank Secrecy Act, and the rules and regulations promulgated thereunder; and (f) any other applicable law of the United States, Canada, the United Kingdom or any member state of the European Union or the laws, rules and regulations of any other relevant jurisdiction or authority now or hereafter enacted to monitor, deter or otherwise prevent: (i) terrorism or (ii) the funding or support of terrorism or (iii) money laundering.

"**Applicable Divisor**" has the meaning set forth on the Information Schedule for the applicable Buyer.

"**Applicable Index Rate**" has the meaning set forth on the Information Schedule for the applicable Buyer.

"**Approved Communication Method**" means (a) any method of written communication which may be in physical form or electronic form given through the Infor Nexus Platform in accordance with the rules and procedures thereof (as amended from time to time); or (b) if the Infor Nexus Platform is unavailable or in the case of a Repurchase Event, by other means approved by the Receivables Purchaser, including e-mail.

"**Approved Receivable**" means any Receivable whose Payment Amount and Payment Due Date have been irrevocably and unconditionally confirmed by the applicable Buyer via a Payment Notification.

"**Automatic Sale Offer**" has the meaning set forth in Section 2.1.

"**Business Day**" means any day which is not a Saturday or Sunday or a day on which commercial banks in New York City are authorised or required by applicable law to remain closed.

"**Buyer**" means the Supplier's customer(s) set forth on the Information Schedule(s), including each customer's Affiliates that are obligors on the Approved Receivables purchased by the Receivables Purchaser hereunder (as the legal name or organisation of any customer may be amended pursuant to Section 5.11), and any other customer of the Supplier that the Receivables Purchaser and the Supplier agree to add to this Agreement as a "Buyer" by updating the initial Information Schedule, or adding one or more Information Schedules hereto.

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

"**Control**" means, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; provided, however, that any Person directly or indirectly owning more than fifty percent (50%) of the equity interests or more than fifty percent (50%) of a class of voting securities of the other Person shall be deemed to Control such other Person. The terms "Controlled by", "Controlled", "under common Control with" and "Controlling" shall have correlative meanings.

"**Designated Account**" means the Supplier's bank account in which PSS shall deposit any amounts paid by the Receivables Purchaser as Purchase Price for Approved Receivables sold hereunder, or any other account that the Supplier designate as the account for deposits of Purchase Price from time to time.

"**Dilution**" means with respect to any Receivable, any reduction effected in the outstanding balance of such Receivable attributable to credits, rebates, billing errors, sales or similar taxes, cash discounts, volume discounts, allowances, chargebacks, returned or repossessed goods, sales and marketing discounts, warranties, any unapplied credit memos and other adjustments or reductions that are made in respect of a Buyer, provided, however, that (a) write-offs to the extent related to the financial or credit condition of the applicable Buyer (including the occurrence of an insolvency with respect to the applicable Buyer) and (b) Disputes, in each case, shall not constitute Dilution.

"**Discount**" means, for each Approved Receivable purchased hereunder, the Payment Amount for such Approved Receivable multiplied by the applicable Discount Rate.

"**Discount Period**" means, for any Approved Receivable, the number of days in the period starting from (and including) the date payment of the Purchase Price for such Approved Receivable is initiated by the Receivables Purchaser to the PSS Account until (but excluding) the relevant Payment Due Date.

"**Discount Rate**" means, with respect to any Approved Receivable purchased hereunder, the annual percentage rate,

calculated as the sum of the Applicable Index Rate for such Approved Receivable plus the Margin, multiplied by the Discount Period and divided by the Applicable Divisor.

"Dispute" means any abatement, charge, claim, claw-back, counterclaim, defence, denial, 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 the Supplier to comply with the terms of the contract under which the relevant goods or services were supplied to the applicable Buyer.

"Executive Order" means Executive Order No. 13224, effective as of September 24, 2001 and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism, 66 Fed. Reg. 49079 (2001).

"Funding Date" means, with respect to any Approved Receivable, the date designated in the applicable Funding Request as the date on which the Receivables Purchaser shall initiate the payment of the Purchase Price to the PSS Account.

"Funding Request" means, with respect to any Approved Receivable, the request delivered by the Infor Nexus Platform to the Receivables Purchaser specifying all Approved Receivables available for purchase as well as (a) the Payment Amount, (b) Payment Due Date, and (c) Funding Date applicable to each such Approved Receivable.

"Indemnified Taxes" means any Taxes that may at any time be asserted in respect of the purchase transactions hereunder and with respect to the transfer of Payment Amounts or Purchase Price by the Receivables Purchaser to the Infor Nexus Platform or PSS, and/or by the Infor Nexus Platform or PSS to the Supplier, including reasonable costs and fees in defending against the same, whether or not imposed on any party such as the Supplier, the applicable Buyer, the Receivables Purchaser, Infor or PSS, or on any asset, action or transaction, and whether arising by any reason including by reason of (a) the transfer of a Receivable to the Receivables Purchaser, (b) the underlying transaction that gave rise to the Receivable, (c) the use of or payment through the Infor Nexus Platform or (d) the payment or funds transfer with respect to the Receivable; provided, however, that Indemnified Taxes shall not include Taxes imposed on the Receivables Purchaser, PSS or Infor with respect to its overall net income.

"Infor" means, collectively, Infor (US) Inc., a Delaware corporation, and all of its subsidiaries and/or affiliates involved in the services and operations offered via the Infor Nexus Platform, including PSS.

"Infor Nexus Documents" means the documents signed by and between the Supplier and Infor, and/or a Buyer and Infor, including (a) an agreement between the Supplier and Infor regarding, inter alia, the Supplier's membership and access to the Infor Nexus Platform; (b) an agreement between the Supplier and PSS regarding, inter alia, platform settlement services and other financial services to be provided to such Supplier through the Infor Nexus Platform; (c) an agreement between a Buyer and Infor, regarding, inter alia, such Buyer's membership and access to the Infor Nexus Platform, the procedure for submission of invoices to the Infor Nexus Platform and the obligations of such Buyer to pay the full amount of any receivable submitted, and; (d) an agreement between a Buyer and PSS regarding, inter alia, platform settlement services and certain financial services to be provided to such Buyer through the Infor Nexus Platform.

"Infor Nexus Platform" means the web-based technology platform owned and managed by Infor, which provides supply chain finance-oriented Receivables payments, processing settlements and related services.

"Information Schedule" means (i) the Information Schedule attached to this Agreement as Annex 1, (ii) any amended Information Schedule arising from subsequent written notice from the Receivables Purchaser to the Supplier pursuant to Section 5.11 with respect to a Buyer name change or organisational change or change in the applicable Discount Rate (or any component thereof) and (iii) any

subsequent Information Schedule agreed to and executed by and between the Supplier and the Receivables Purchaser with respect to the addition of a new Buyer.

"Insolvency Proceedings" means, in relation to any Person, it enters into or becomes subject to a reorganisation, a composition or other arrangement with one or more creditors, administration, a company voluntary arrangement, a winding-up, or any other form of bankruptcy or insolvency process or analogous proceeding in its jurisdiction of establishment and/or incorporation (as applicable) (including any corporate action taken in relation to any of the aforementioned matters).

"Losses" means any claims, liabilities, losses, damages, costs or expenses, including reasonable attorneys' fees and disbursements, other dispute resolution expenses (including reasonable fees and expenses in preparation for a defence of any investigation, litigation or proceeding) and costs of collection; provided that, and for the avoidance of doubt, the term "Losses" does not include any losses on Approved Receivables related to the financial or credit condition of the applicable Buyer (including the occurrence of an insolvency with respect to the applicable Buyer).

"Margin" means, with respect to each Buyer, the applicable per annum rate designated as such on the Information Schedule for such Buyer.

"Maximum Tenor" means, with respect to Approved Receivables owed by any Buyer, the maximum period between the Funding Date and the applicable Payment Due Date for such Approved Receivables, as set forth in the Information Schedule as the "Maximum Tenor" for such Buyer.

"OFAC" means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Offer" has the meaning set forth in Section 2.1.

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

"PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"Paying Agent" means PSS in its capacity as paying agent for a Buyer from time to time under one or more payment services agreements executed by and between PSS and such Buyer.

"Payment Amount" means, with respect to a Receivable, the outstanding amount owed by a Buyer thereunder, which amount shall be equal to the face amount of the invoice evidencing such Receivable minus the sum of all Dilutions applicable against such Receivable prior to an Offer being made to the Receivables Purchaser.

"Payment Due Date" means, with respect to any Receivable, the date on which the Payment Amount for such Receivable is due and payable by the applicable Buyer (or, if such date is not a Business Day, the succeeding Business Day).

"Payment Notification" means the notification sent by a Buyer to the Infor Nexus Platform via an Approved Communication Method, listing all Receivables approved by such Buyer as irrevocable and unconditional payment obligations of such Buyer and (a) confirming the applicable Payment Amount and Payment Due Date for each such Receivable, and (b) instructing the Paying Agent to draw from such Buyer's account all amounts necessary to pay the relevant Payment Amount to the Supplier and/or its successors and/or assigns on the applicable Payment Due Date.

"Payment Notification Date" means the date a Payment Notification is sent to the Infor Nexus Platform via an Approved Communication Method.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or any other form of enterprise, or any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative,

judicial, regulatory or administrative functions of or pertaining to government.

"PSS" means the Platform Settlement Service LLC, a wholly-owned subsidiary of Infor.

"PSS Account" means the bank account of PSS into which the Receivables Purchaser shall deposit the Purchase Price for each Approved Receivable purchased by it from the Supplier pursuant to the terms of this Agreement, for further deposit into the Designated Account.

"Purchase Offer" has the meaning set forth in Section 2.1.

"Purchase Price" has the meaning set forth in Section 2.2.

"Receivable" means any right to payment of a monetary obligation, whether or not earned by performance, owed to the Supplier by a Buyer, whether constituting an account, instrument, document, contract right, general intangible, chattel paper or payment intangible, in each instance arising in connection with the sale of goods that have been or are to be sold or for services rendered or to be rendered, together with all rights in respect of guarantees and supporting security with respect thereto and all proceeds of the foregoing.

"Receivables Purchaser" means MUFG Bank, Ltd. or any of its subsidiaries or affiliates which acts as purchaser of Approved Receivables offered for sale under this Agreement. The identity of the Receivables Purchaser for each Buyer shall be set out in the Information Schedule for such Buyer.

"Repurchase Events" has the meaning set forth in Section 4.5.

"Repurchase Price" has the meaning set forth in Section 4.5.

"Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions.

"Sanctioned Person" means, at any time, (a) any Person (i) currently the subject or the target of any Sanctions, including any Person listed in any Sanctions-related list of designated Persons maintained by OFAC (or any successor thereto) or the U.S. Department of State or any other applicable governmental authorities or sanctions authorities, or as otherwise published from time to time; (ii) that is fifty-percent or more owned, directly or indirectly, in the aggregate by one or more Persons described in clause (i) above; (iii) that is operating, organized or resident in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC; or (iv) with whom engaging in trade, business or other activities is otherwise prohibited or restricted by Sanctions; or (b) (i) an agency of the government of a Sanctioned Country, or (ii) an organization controlled by a Sanctioned Country.

"Sanctions" means the laws, rules, regulations and executive orders promulgated or administered to implement economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time (a) by the United States government, including those administered by OFAC, the U.S. Department of State, the U.S. Department of Commerce, (b) by the United Nations Security Council, the European Union or Her Majesty's Treasury of the United Kingdom or (c) by any other applicable governmental authorities or sanctions authorities in any jurisdiction applicable to the Supplier or any of its Affiliates to the extent compliance with the sanctions imposed by such other authorities would not entail a violation of applicable law.

"Set-Up Form" means the form provided to the Receivables Purchaser by the Supplier listing all information necessary and/or required by the Receivables Purchaser for the on-boarding of the Supplier to the Infor Nexus Platform, or as required under Section 4.3(h) hereof, including, but not limited to, the Supplier's name and address among other details, as such form may be amended, supplemented, updated or modified from time to time.

"Taxes" means present or future taxes of any kind whatsoever, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any

governmental authority in any jurisdiction, including any interest, additions to tax or penalties applicable thereto.

"Transaction Document" means each of this Agreement (including each Information Schedule) and all other requests, certificates, notifications, documents, agreements and/or communication (whether through an Approved Communication Method or otherwise) to be executed by the Supplier, a Buyer, Infor, PSS and/or the Receivables Purchaser and/or delivered in connection with any of the foregoing or any transaction contemplated hereunder, in each case, as amended, supplemented or otherwise modified from time to time.

ARTICLE II: RECEIVABLES SALE AND PURCHASE

2.1 Automatic Sale and Purchase Offers. Upon the receipt of a Payment Notification, the Infor Nexus Platform shall notify the Supplier of the receipt of such Payment Notification and as of the date of such notification such Supplier shall either be (a) deemed to have verified and confirmed such Payment Notification and deemed to have automatically offered the Approved Receivables described in such Payment Notification for sale to the Receivables Purchaser (each, an "Automatic Sale Offer"), or (b) given the option to verify and confirm such Payment Notification and offer any such Approved Receivable for sale to the Receivables Purchaser by indicating its intention to sell via an Approved Communication Method (each such offer, a "Purchase Offer", and together with the Automatic Sale Offer, an "Offer"). If an Approved Receivable is offered for sale, either through an Automatic Sale Offer or a Purchase Offer, the Supplier shall be deemed to have verified and confirmed the relevant Payment Notification (and the Payment Amount set forth therein, which shall be free and clear of any Dilution) and thereafter the Infor Nexus Platform shall deliver a corresponding Funding Request to the Receivables Purchaser. A Funding Request may not list any Approved Receivable with a Payment Due Date falling less than five (5) Business Days from the delivery of such Funding Request. Funding Requests for Approved Receivables denominated in U.S. Dollars must be received by the Receivables Purchaser by 10:00 a.m. (EST) three (3) Business Days prior to the proposed Funding Date, and Funding Requests containing Approved Receivables payable in a currency other than U.S. Dollars must be received by the Receivables Purchaser by 10:00 a.m. (EST) four (4) Business Days prior to the proposed Funding Date.

2.2 Offer Acceptance. The Receivables Purchaser may, in its sole discretion, but shall not be obligated to, accept an Offer by communicating such decision to the Infor Nexus Platform via an Approved Communication Method within two (2) Business Days from receipt of the Funding Request. The price to be paid by the Receivables Purchaser for the purchase of any Approved Receivable offered for sale hereunder shall be equal to the applicable Payment Amount minus the Discount (the "Purchase Price"). If the Receivables Purchaser accepts the Funding Request and corresponding Offer, the Receivables Purchaser shall initiate the deposit of the relevant Purchase Price into the PSS Account by 12:00 p.m. (EST) on the applicable Funding Date. The Receivables Purchaser shall fund the Purchase Price in the same currency in which the Approved Receivables are denominated and only if such currency is one of the eligible currencies set forth in the relevant Information Schedule. For the avoidance of doubt, the Supplier acknowledges that this is an uncommitted arrangement and that the Receivables Purchaser shall not ever be obligated to purchase any or all offered Receivables. If the Receivables Purchaser has not accepted a Funding Request and corresponding Offer within two (2) Business Days from the receipt of such Funding Request, or if such Funding Request lists Approved Receivables with a Payment Due Date falling less than five (5) Business Days from the delivery of such Funding Request, the Funding Request and the corresponding Offer shall be deemed rejected by the Receivables Purchaser and no obligations with respect to the Supplier or such Approved Receivables shall be attributed to the Receivables Purchaser.

2.3 Receivables Purchase.

(a) The Supplier hereby agrees that, simultaneously with the Receivables Purchaser's deposit into the PSS Account of the aggregate Purchase Price for the Approved Receivables in respect of which it has accepted an Offer and Funding Request, on the relevant Funding Date, the Supplier (i) shall have sold and assigned absolutely with full title guarantee to the Receivables Purchaser all of the Supplier's present and future right, title and interest in, to and under such Approved Receivables, and (ii) shall be deemed to have provided notice to the Paying Agent of the Supplier's designation of the Receivables Purchaser as the entity to receive the Payment Amount owed under such Approved Receivables on the applicable Payment Due Date. Once the Receivables Purchaser deposits the aggregate Purchase Price into the PSS Account, no further

writing or action shall be necessary to evidence such sale and assignment or the payment of the Purchase Price by the Receivables Purchaser to the Supplier. The Supplier irrevocably and unconditionally authorises the Receivables Purchaser (or the Infor Nexus Platform or Paying Agent), in the Receivables Purchaser's name or on behalf of the Supplier, to notify the applicable Buyer of the sale and assignment of the Approved Receivables by an Approved Communication Method at any time or from time to time.

(b) The Supplier agrees that, if a Receivable (or any part thereof) sold and assigned or purportedly sold and assigned to the Receivables Purchaser pursuant to the terms of this Agreement is not transferred to the Receivables Purchaser by this Agreement for any reason, the Supplier will hold such Receivable (or such part thereof) on trust for the Receivables Purchaser.

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

(d) The Supplier agrees that it shall have no continuing proprietary interest in the Receivables purchased hereunder (other than, to the extent applicable, bare legal title). The sale of Receivables hereunder is made without recourse to the Supplier, except as specifically provided in this Agreement; provided, however, that such sale does not constitute, and is not intended to result in, an assumption by the Receivables Purchaser of any obligation of the Supplier or any other Person arising in connection with the Approved Receivables or any other obligations of the Supplier (including in respect of any insurance policy covering the Receivables).

(e) The Supplier hereby irrevocably authorises the Receivables Purchaser, in its sole discretion, to file any notice, registration, document or instrument required under applicable laws, and to take any other action, relative to all or any part of the Approved Receivables purchased by the Receivables Purchaser, without the signature of the Supplier, to the extent permitted by applicable law and consistent with the characterisation of the transactions hereunder as absolute assignments of (or, to the extent any such assignment is not effective, as a constitution of trust over) Receivables, in each case as may be necessary or appropriate in order to perfect and maintain the perfection of the Receivables Purchaser's interest in such Approved Receivables.

ARTICLE III: FEES, CHARGES AND TAXES

3.1 Fees and Charges. The Information Schedule(s) disclose all set-up, processing, licensing or other fees or charges payable by the Supplier under this Agreement, if any. Unless otherwise described on the applicable Information Schedule, all fees and charges shall be payable within ten (10) days following the Receivables Purchaser's demand therefor; provided that, at the option of the Receivables Purchaser, any such amounts may be netted by the Receivables Purchaser against any Purchase Price proceeds otherwise payable by the Receivables Purchaser to the Supplier. To the extent any such amounts are so netted, the Receivables Purchaser shall notify the Infor Nexus Platform via an Approved Communication Method.

3.2 Taxes.

(a) The Supplier shall pay, and indemnify and hold the Receivables Purchaser, PSS and Infor harmless from and against, any Indemnified Taxes. If the Supplier shall be required by law to withhold or deduct any Taxes from any sum payable under this Agreement, the sum payable shall be increased as may be necessary so that, after making all required deductions or withholdings (including deductions and taxation applicable to additional sums payable under this paragraph), the Receivables Purchaser, PSS, Infor or the relevant Indemnified Party (as defined below) receives an amount equal to the sum it would have received had no such deductions or withholdings been made.

(b) The Purchase Price payable by the Receivables Purchaser with respect to any Receivable shall be deemed to be inclusive of all VAT or similar Taxes that are or become chargeable on the sale and purchase of the Receivable and the Receivables Purchaser shall not be liable to pay any additional amount in respect of such VAT or similar Taxes for the account of the Supplier.

(c) The consideration for any supply by the Receivables Purchaser to the Supplier shall be exclusive of all VAT or similar Taxes that are

or become chargeable in respect of such supply and the Supplier shall be liable to account to the Receivables Purchaser for such VAT or similar Taxes.

(d) To the extent that the Receivables Purchaser, PSS or Infor (as applicable) incurs any irrecoverable VAT or similar Taxes in respect of the transactions contemplated by this Agreement, the Supplier shall indemnify the Receivables Purchaser, PSS or Infor (as applicable) for such VAT or similar Taxes (to the extent not already indemnified under Section 3.2(a)).

ARTICLE IV: REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Mutual Representations and Warranties of the Parties. Each of the Supplier and the Receivables Purchaser represents and warrants as follows: (a) it is duly incorporated or organised and validly existing and (if applicable according to the laws of its jurisdiction) in good standing under the laws of its jurisdiction of incorporation or organisation and has the power to enter into and perform, and has all necessary authorisations for the entry into, performance and delivery of, this Agreement and the transactions contemplated by this Agreement; (b) this Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with the Agreement's terms; and (c) its execution, delivery and performance of this Agreement does not contravene its constitutional 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.

4.2 Supplier Representations and Warranties. The Supplier hereby agrees that, by entering into this Agreement, the 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 Offer and also as of the date any such Offer is accepted by the Receivables Purchaser pursuant to Section 2.2:

(a) On the date hereof and at the time of each sale of Receivables hereunder, the Supplier (i) is not and will not be insolvent or unable to pay its debts as they fall due (including subordinated and contingent debts), nor would it be deemed by a court to be unable to pay its debts, all within the meaning of the law in the jurisdiction of its establishment and/or incorporation (as applicable), nor would it become so in consequence of its entering into this Agreement and/or its sale of Receivables to the Receivables Purchaser hereunder, nor is it subject to any Insolvency Proceedings (and nor are any such Insolvency Proceedings pending or threatened) and (ii) is not and will not be an Affiliate of any Buyer.

(b) The Supplier is the sole legal and beneficial owner of each Approved Receivable sold hereunder, free and clear of any Adverse Claim.

(c) Each Approved Receivable sold hereunder is a valid, current and freely assignable trade account receivable and the sale and assignment of such Approved Receivable (or any interest therein) is not subject to an enforceable consent or notice requirement by any third party other than (i) consents previously obtained in writing by the Supplier that remain in effect as of the date such Approved Receivable is purchased and (ii) any consents of the applicable Buyer.

(d) Policies and procedures have been implemented and maintained by or on behalf of the Supplier that are designed to achieve compliance by the Supplier and its Affiliates, directors, officers, employees and agents with Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions, and the Supplier and its Affiliates, officers, employees, directors and agents acting in any capacity in connection with or directly benefitting from the facility established hereby, are in compliance with Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(e) No proceeds received by the Supplier or any of its Affiliates in connection with any purchase of Receivables will be used in any manner that will violate Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions.

(f) The Supplier Information provided in Item D of each Information Schedule is true, accurate and complete as of the effective date of such Information Schedule.

4.3 Supplier Covenants. The Supplier hereby covenants and agrees with the Receivables Purchaser as follows:

(a) The Supplier shall comply in all material respects with all relevant laws and regulations applicable to this Agreement, the Approved Receivables and transactions conducted hereunder.

(b) The Supplier shall not sell, transfer, assign or otherwise dispose of or permit any Adverse Claim on the Approved Receivables other than the Receivables Purchaser's interest therein.

(c) The Supplier shall not (i) change its jurisdiction, type of organisation or tax identification number or (ii) change its name from its current legal name, in each case, without providing the Receivables Purchaser prior written notice thereof.

(d) The Supplier shall (i) at the request of the Receivables Purchaser and/or the Infor Nexus Platform, execute any such documents and take such actions as may be reasonably necessary to confer to the Receivables Purchaser all rights, title and interest of the Supplier in respect of any Approved Receivable purchased by the Receivables Purchaser and (ii) maintain and implement administrative and operating procedures and keep and maintain all documents, books, records and other information (including without limitation the relevant supply contract and shipping documents) reasonably necessary or advisable for the collection of all amounts owed, due and/or payable under an Approved Receivable purchased by the Receivables Purchaser or in order to comply with applicable laws and regulations and provide copies of such records and documentation to the Receivables Purchaser and/or the Infor Nexus Platform, promptly on request.

(e) The Supplier will ensure that policies and procedures are maintained and enforced by or on behalf of the Supplier to promote and achieve compliance by the Supplier, and each of its Affiliates and their respective directors, officers, employees and agents, with Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(f) The Supplier will not use, or permit its Affiliates or their respective directors, officers, employees or agents to use, the proceeds of any sale of Receivables (i) in furtherance of an 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 any Anti-Corruption Laws or Anti-Money Laundering Laws; (ii) for the purpose of funding or financing any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, in each case to the extent doing so would violate any Sanctions; or (iii) in any other manner that would result in liability to any Person under any applicable Sanctions or result in the violation of any Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions.

(g) The Supplier will not engage in, or permit any of its Affiliates or any director, officer, employee, agent or other Person acting on behalf of the Supplier or any of its Affiliates in any capacity in connection with or directly benefitting from this Agreement to engage in, or to conspire to engage in, any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(h) Promptly following any request therefor, the Supplier shall deliver to the Receivables Purchaser information and documentation reasonably requested by the Receivables Purchaser for purposes of compliance with applicable "know your customer" requirements under the PATRIOT Act or other applicable Anti-Money Laundering Laws.

4.5 Repurchase Events. If any of the following events (each, a "Repurchase Event") occurs with respect to any Receivable purchased by the Receivables Purchaser hereunder:

(a) the Receivables Purchaser determines that any representation or warranty made by the Supplier with respect to an Approved Receivable or Payment Notification is untrue or incorrect at the time when such representation or warranty was made or was deemed to be made by the Supplier in accordance with the terms hereof;

(b) the Supplier fails to perform or observe any term, covenant or agreement hereunder or under any Transaction Document and such failure could reasonably be expected to have a material adverse effect on the ability of the Receivables Purchaser to collect the Payment Amount of any such Receivable purchased by the Receivables Purchaser on the applicable Payment Due Date; or

(c) a Dispute has arisen with respect to any purchased Receivable and the relevant Buyer has filed, or has stated that it will file, to pay the full Payment Amount of any such Receivable on the applicable Payment Due Date,

then, at the Receivables Purchaser's option and demand, the Supplier shall repurchase such Receivable at the time, in the manner and as otherwise set forth hereinafter. The repurchase price for a purchased Receivable shall be the amount equal to (i) the Purchase Price for such purchased Receivable, net of any

collections or other payments received by the Receivables Purchaser with respect to such purchased Receivable, plus (ii) the Discount applicable to such purchased Receivable and accrued for the period from the applicable Funding Date to, but excluding, the date on which such purchased Receivable is repurchased by the Supplier, plus (iii) all other amounts then payable by the applicable Supplier to the Receivables Purchaser under the Transaction Documents with respect to such purchased Receivable as of the date on which such purchased Receivable is repurchased (such amount herein referred to as the "Repurchase Price"). The Repurchase Price for any purchased Receivable shall be paid to the bank account notified by the Receivables Purchaser directly to the Supplier (outside of the Infor Nexus Platform), in immediately available funds by no later than the second (2nd) Business Day following demand therefor by the Receivables Purchaser. Upon the irrevocable payment in full of the Repurchase Price with respect to a purchased Receivable, such purchased Receivable shall be reassigned automatically to the Supplier without recourse to or any representation or warranty by the Receivables Purchaser.

ARTICLE V: MISCELLANEOUS

5.1 Remedies and waivers; Severability. No delay or failure of any Party hereto in exercising any right, remedy, privilege or option under this Agreement shall operate as a waiver of such or of any other right, remedy, privilege, or option. No single or partial exercise of any right or remedy shall prevent any further exercise or the exercise of any other right or remedy. The rights and remedies under this Agreement are cumulative and not exclusive of any right or remedy provided by law. If any provision of this Agreement is or becomes illegal, invalid or unenforceable under any applicable law, neither the legality, validity and enforceability of the remaining provisions nor the legality, validity and enforceability of such provision under any other applicable law shall in any way be affected or impaired thereby.

5.2 Limitation on Liability.

(a) The Receivables Purchaser shall be entitled to rely on any communication sent or purported to be sent by the Supplier and/or made available to the Receivables Purchaser on the Infor Nexus Platform, irrespective of any error or fraud contained in the communication or the identity of the individual who sent the communication, and 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 the Receivables Purchaser by the Supplier and/or made available to the Receivables Purchaser on the Infor Nexus Platform.

(b) Except for liabilities to third parties relating to defence and indemnification obligations hereunder, neither Party shall be liable to the other Party for any consequential, indirect, special, exemplary or punitive losses or damages, including, without limitation, any loss of business or profits, revenue or goodwill, whether arising from negligence, breach of contract or otherwise, even if informed of the possibility of those losses or damages.

(c) The Receivables Purchaser 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 the Receivables Purchaser's gross negligence or wilful misconduct as determined in a final non-appealable judgment of a court of competent jurisdiction.

(d) Notwithstanding anything contained in this Agreement, the Receivables Purchaser shall not be obligated to accept or take any action in respect of any Receivable which the Receivables Purchaser believes could breach any applicable law, rule, regulation, sanction or internal policy applicable to it.

5.3 No Implied Duties or Warranties. The Receivables Purchaser 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 the Receivables Purchaser. Notwithstanding any other provision elsewhere contained in this Agreement, the Receivables Purchaser shall have no duties or obligations hereunder to any Person or entity other than the Supplier and, without limiting the foregoing, does not hereby assume any obligation or relationship of agency or trust hereunder for, or with, the Supplier, any Buyer, 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 to as a result of the transactions effectuated by this Agreement during the term of this Agreement and for two (2) years after its termination (and thereafter

pursuant to each Party's customary document retention policies). "Confidential Information" shall mean, subject to clause (b) below all non-public proprietary and trade secret information (including without limitation, technical, business or financial information) of a disclosing Party, made available by the disclosing Party to the receiving Party in connection with this Agreement; provided that "Confidential Information" does not include information that: (i) was in the public domain before disclosure or becomes part of the public domain after disclosure through no wrongful act of the receiving Party; (ii) was already known to the receiving Party, as evidenced by written or electronic documentation in its files; (iii) has been lawfully received from a third party without restrictions; or (iv) was independently developed by employees or agents of the receiving Party who did not have access to the Confidential Information.

(b) Notwithstanding the foregoing clause (a):

(i) a receiving Party may disclose Confidential Information obtained from a disclosing Party to any authority of competent jurisdiction if disclosure is required pursuant to a court order or instruction of any regulatory, supervisory, judicial or other governmental authority having jurisdiction over it; provided that the receiving Party shall have given the disclosing Party prompt notice thereof (unless it has a legal obligation to the contrary) so that the disclosing Party may seek a protective order or other appropriate remedy to prevent disclosure;

(ii) a receiving Party may disclose Confidential Information obtained from a disclosing Party on a confidential basis:

(1) to its Affiliates; and

(2) to its professional advisers, auditors and other service providers (such as rating agencies and third-party trustees); and

(iii) the Receivables Purchaser may disclose Confidential Information obtained from the Supplier on a confidential basis:

(1) to Infor, PSS and the Infor Nexus Platform generally;

(2) any Person to (or through) whom the Receivables Purchaser sells, assigns or transfers (or may potentially assign or transfer) all or any of its rights and obligations under this Agreement or with respect to any purchased Approved Receivables (or a counterparty in (x) a securitisation or similar transaction in relation to which any such Approved Receivables or this Agreement forms a part of the asset pool or collateral pool, (y) a participation or sub-participation in relation to any such Receivables or this Agreement, or (z) any other transaction (including credit derivative transactions) under which payments are to be made by reference to any such Receivables or this Agreement); and

(3) to any Person with whom the Receivables Purchaser is merging or consolidating or is proposing to merge or consolidate.

5.5 Data Privacy. (a) Each Party hereto shall comply in all material respects with applicable privacy and data protection laws, including in relation to its access, disclosure, erasure or destruction or other use of personally identifiable information, personal data and other types of personal information in connection with this Agreement ("personal information").

(b) Where the Supplier makes personal information available to the Receivables Purchaser, it shall promptly and, in any event, no later than required in order to enable the Receivables Purchaser to fulfil its duties under applicable privacy and data protection laws, provide the relevant data subjects (as defined in applicable privacy and data protection laws).

(c) The Supplier shall implement appropriate technical and organisational measures to ensure an appropriate level of security for any personal information used in connection with this Agreement and safeguard such information against accidental or unlawful destruction, loss, alteration and unauthorised disclosure or access ("personal information breach").

(d) The Supplier shall ensure that it has all necessary rights and consents to disclose the personal information it makes available to the Receivables Purchaser in accordance with applicable privacy and data protection laws.

(e) The Supplier shall notify the Receivables Purchaser promptly, if it receives any request, complaint, notice or communication that relates directly or indirectly to the use of the personal information it makes available to the Receivables Purchaser.

(f) The Supplier shall notify the Receivables Purchaser without undue delay and in any event within seventy-two (72) hours upon becoming aware of a personal information breach relating to any personal information that it uses in connection with this Agreement.

5.6 Indemnity. The Supplier shall defend, indemnify and hold harmless the Receivables Purchaser and its Affiliates, employees, directors, officers, and agents (each, an "Indemnified Party"), from and against all Losses, including, without limitation, Losses (a) relating to the enforcement of this indemnity or (b) arising out of or in any way relating to (i) any breach of the Supplier's obligations under this Agreement, including, without limitation, any representation, warranty or covenant under Article IV being untrue or inaccurate, (ii) any Dispute or any other dispute with respect to the commercial transaction giving rise to any Approved Receivable or (iii) any civil penalty or fine assessed by OFAC or any other governmental authority administering any Anti-Money Laundering Law, Anti-Corruption Law or Sanctions against any Indemnified Party, and all reasonable costs and expenses (including reasonable documented legal fees and disbursements) incurred in connection with defence thereof by any Indemnified Party in connection with this Agreement as a result of any action of the Supplier or any of its Affiliates, except, in each case, to the extent that such Losses are caused by (1) the gross negligence or wilful misconduct of such Indemnified Party as determined in a final non-appealable judgment of a court of competent jurisdiction or (2) the financial or credit condition of the applicable Buyer (including the occurrence of an insolvency with respect to the applicable Buyer).

5.7 Successors and Assigns. 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 the Supplier may not assign or transfer any of its rights or obligations hereunder without the Receivables Purchaser's prior written consent, given in its sole discretion. The Receivables Purchaser shall have the right without the consent of or notice to the Supplier to sell, transfer, assign, or grant participations in the Receivables purchased by the Receivables Purchaser and all or any part of, or any interest in, the Receivables Purchaser's obligations, rights and benefits hereunder.

5.8 Termination. Either Party may terminate this Agreement for any reason upon thirty (30) Business Days prior written notice to the other Party. Either Party may terminate this Agreement upon three (3) 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. Upon its receipt of a notice of termination from the Supplier, the Receivables Purchaser may, in its discretion, choose to stop considering all future Offers even if the full notice period has not run.

5.9 Survival. All representations, warranties and covenants made in this Agreement shall continue in full force and effect so long as any purchased Receivable remains outstanding. All confidentiality, data privacy and indemnity obligations and all limitation of liability provisions contained in this Agreement shall survive and remain in full force and effect notwithstanding the termination of this Agreement.

5.10 Notices. Except as otherwise expressly provided herein, all notices pursuant to this Agreement shall be in writing, duly signed by the Party giving such notice, and shall be (a) delivered, emailed, or mailed to the address set forth under the relevant Party's signature line hereto and/or (b) to such other address as the relevant Party shall have communicated to the other Party in writing, including as set forth in the Set-Up Form; or as posted or made available on the Infor Nexus Platform. 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, five (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 with confirmation of receipt; or (d) if posted or made available on the Infor Nexus Platform, on the date on which such notice is posted or made available on the Infor Nexus Platform, 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.

5.11 Entire Agreement; No Third Party Rights; Amendments. This Agreement constitutes the entire statement of all terms and representations of the agreement between the Receivables Purchaser and the Supplier with respect to its subject matter and supersedes and extinguishes all prior drafts, undertakings and representations whether oral or in writing or understandings. A Person who is not a Party (other than the Paying Agent) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement. 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

each of the Parties; provided that (a) any applicable Discount Rate (including the Applicable Index Rate, the Margin or any other component thereof set forth in an Information Schedule) may be amended by the Receivables Purchaser in its sole discretion upon one (1) Business Day's written notice to the Infor Nexus Platform prior to any such amendment taking effect, and (b) the Receivables Purchaser may also unilaterally amend an Information Schedule with respect to any Buyer name change or organizational change by sending a written notice to the Infor Nexus Platform (which amendment shall take effect at the earlier of (1) the date on which such amendment is posted on the Infor Nexus Platform, or (2) the date on which the Supplier receives such information). Any amendments to an Information Schedule shall not affect the Purchase Price or Discount applicable to any already purchased Receivables.

5.12 Business Days. Any amounts which would fall due for payment by the Receivables Purchaser on a day other than a Business Day shall be payable on the next Business Day.

5.13 Calculations. All calculations and determinations made by the Receivables Purchaser in connection with this Agreement (including any calculations or determinations set out in any demand on the Supplier) shall be conclusive in the absence of manifest error.

5.14 Annex 2. The provisions of Annex 2 shall apply to this Agreement and if there is any inconsistency between the other provisions of this Agreement and the provisions of Annex 2, the latter shall govern.

5.15 Interpretative Provisions. For purposes of this Agreement (a) the words "hereof," "herein" and "hereunder" and words of similar import refer to such agreement (or the certificate or other document in which they are used) as a whole and not to any particular provision of such agreement (or such certificate or document); (b) the term "including" means "including without limitation;" (c) references to any applicable law, rule or regulation refer to that law, rule or regulation as amended from time to time and include any successor law, rule or regulation; (d) references to any agreement refer to that agreement as from time to time amended, restated, extended or supplemented or as the terms of such agreement are waived or modified in accordance with its terms; (e) references to any Person include that Person's successors and permitted assigns; (f) headings are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof; (g) unless otherwise provided, in the calculation of time from a specified date to a later specified date, the term "from" means "from and including," and the terms "to" and "until" each means "to but excluding;" (h) terms in one gender include the parallel terms in the neuter and opposite gender and (i) the term "or" is not exclusive.

5.16 Execution and Administration of the Agreement: Counterparts. This Agreement, and any related agreements and any amendment or supplement hereto, or notices sent hereunder, may be either physically or electronically signed (in any number of counterparts, which taken together shall constitute a single copy of this Agreement, related agreement, amendment, supplement or notice, as applicable). Any signature delivered by email in "pdf" or similar format or via an internet based e-signature platform selected by the Receivables Purchaser shall be deemed an original signature hereto. If executed electronically by one or more Parties to this Agreement, this Agreement, and any related agreement, and any amendment or supplement hereto, or notices sent hereunder, or one or more signed counterparts with respect thereto shall constitute an electronic record and shall be as legally valid and enforceable as if such Party(ies) had manually executed such document on paper.

5.17 Choice of Law, Submission to Jurisdiction; Service of Process. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. Unless specified otherwise in Annex 2, the Parties irrevocably agree that (a) the English courts shall have exclusive jurisdiction to settle any dispute which may arise under or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement (an "Action")); (b) the courts of England are the most appropriate and convenient courts to settle Actions and accordingly no Party will argue to the contrary; and (c) Sections 5.17(a) and (b) are for the benefit of the Receivables Purchaser only and, as a result, the Receivables Purchaser shall not be prevented from taking proceedings relating to an Action in any other courts with jurisdiction. To the extent allowed by law, the Receivables Purchaser may take concurrent proceedings in or to any number of jurisdictions. Without prejudice to any other mode of service allowed under any relevant law, the Supplier shall, within five (5) Business Days of request from the Receivables Purchaser and on terms acceptable to the Receivables Purchaser, appoint an agent for service of process in relation to any proceedings before the English courts under this

Agreement. Failing this, the Supplier irrevocably authorises the Receivables Purchaser to appoint, on behalf of the Supplier, an agent for this purpose.

5.18 Independent Determination. The Supplier confirms that it has been given the opportunity to seek independent legal, tax and accounting advice in relation to the transactions contemplated by this Agreement. The Supplier confirms that it has not relied on any representation of the Receivables Purchaser in this regard.

5.19 Service Providers. The Receivables Purchaser is permitted to: (a) utilise service providers (which may be Affiliates thereof or selected third parties) to assist with the processing of and/or to facilitate the transactions contemplated in this Agreement, and (b) disclose information received by the Receivables Purchaser in connection therewith to such service providers on a confidential basis.

5.20 PATRIOT Act. The Receivables Purchaser hereby notifies the Supplier that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies the Supplier, which information includes the name and address of the Supplier and other information that will allow the Receivables Purchaser to identify the Supplier in accordance with the PATRIOT Act.

5.21 Infor Nexus Platform. The Receivables Purchaser is a registered member of the Infor Nexus Platform and requires that all information related to the Approved Receivables to be purchased by it be transmitted through the Infor Nexus Platform, including remittance and settlement information (except for remittance and settlement information related to the Repurchase Price), and other relevant information. The Supplier will be required to register and remain a registered member of the Infor Nexus Platform as a condition to participating in the supply chain finance program provided under this Agreement. Information provided to the Supplier through the Infor Nexus Platform will be deemed to constitute written notice to the Supplier for all purposes under this Agreement. The Receivables Purchaser may from time to time expand, reduce or otherwise change the information provided to the Supplier through the Infor Nexus Platform in accordance with the terms of this Agreement. The Supplier's use of the Infor Nexus Platform will be subject to separate terms and conditions provided to the Supplier by Infor under the Infor Nexus Documents; provided that in the event of a conflict between the terms of this Agreement and such other terms under the Infor Nexus Documents, this Agreement shall prevail with respect to the arrangements between the Supplier and the Receivables Purchaser.

5.22 Branches and Affiliates. The Parties agree that any branch or Affiliate of MUFG Bank, Ltd. may become a party to this Agreement (and assume the rights of the Receivables Purchaser) as if it were an original party hereto subject to such entity notifying the Supplier thereof by written notice along with the delivery of an updated version of each applicable Information Schedule.

5.23 Expenses. The Supplier shall be responsible for all costs and expenses (including reasonable documented legal fees and disbursements) incurred by the Receivables Purchaser to enforce its rights under this Agreement to the extent, if any, that such costs and expenses are not otherwise subject to the Supplier's indemnification obligations to the Receivables Purchaser pursuant to Section 5.6 of this Agreement.

[Signatures Follow on Next Page]

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

Crystal SL Global Pte. Ltd. (the Supplier)

Redacted

Signature:

Name: Redacted

Title: Authoriz~~ed~~ Signer

Address:

30A Marsiling Lane, Singapore 739150

Email: Redacted

MUFG BANK, LTD.

Signature:

Name:

Title:

Address:

MUFG Bank, Ltd.
1221 Avenue of the Americas
New York, NY 10020
Attention: Head of Supply Chain Finance
Email: GTsupplier@us.mufg.jp

ANNEX 1

INFORMATION SCHEDULE

- A. Buyer: Redacted its subsidiaries and affiliates
- B. Receivables Purchaser: MUFG Bank, Ltd. its subsidiaries and/or affiliates
- C. Definitions and Related Provisions:

For Receivables Denominated in U.S. Dollars

"Applicable Divisor" means 360.

"Applicable Index Rate" means LIBOR.

"Interpolated Rate" means, with respect to any Discount Period for which a published LIBOR rate term is not available, at any time, the rate per annum (rounded to the same number of decimal places as LIBOR) determined by the Receivables Purchaser (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBOR for the longest period for which LIBOR is available that is shorter than the applicable Discount Period; and (b) the LIBOR for the shortest period for which such LIBOR is available that exceeds the applicable Discount Period, in each case, at such time.

"LIBOR" means, for any Discount Period, an interest rate per annum equal to the Intercontinental Exchange Benchmark Administration Ltd. (or the successor thereto if it is no longer making such rates available) LIBOR rate ("ICE LIBOR"), as published at 11:00 a.m. (London time), two (2) London banking days prior to the first day of such Discount Period, by Reuters (or any other commercially available source providing quotations of ICE LIBOR as designated by the Receivables Purchaser from time to time) for deposits in U.S. Dollars with a term equal to the Discount Period; provided that if such day is not a day on which banks are open for dealings in deposits in U.S. Dollars in the London interbank market, "LIBOR" shall be the relevant rate most recently available. If such rate is not available at such time for any reason, then LIBOR shall be a rate per annum equal to the average (rounded upwards if necessary to the nearest 1/100th of 1%) of the rates per annum at which deposits in U.S. Dollars with a term equal to the Discount Period in a principal amount substantially equal to the applicable Purchase Price are offered to the principal London office of the Receivables Purchaser by three London banks, reasonably selected by the Receivables Purchaser in good faith. Notwithstanding the foregoing, (i) if LIBOR shall be less than 0%, such rate shall be deemed to be 0.001% for purposes of this Agreement and (ii) if the Discount Period does not correspond to any available rate term, then LIBOR shall be an Interpolated Rate.

- D. Supplier Information:

(a) Legal Name: Crystal SL Global Pte. Ltd.

(b) Type of Entity: PRIVATE LIMITED COMPANY (Pte Ltd)

(c) Chief Executive Office Address: 30A Marsiling Lane, Singapore 739150

(d) Jurisdiction of Organization: SINGAPORE

(e) Tax Identification Number; (for UK entities use UTR): 199908317Z

- E. Margin: 2.75% per annum

- F. Maximum Tenor: up to 120 days

G. Amendments to the Discount Rate.

Notwithstanding anything to the contrary in the Agreement, the Applicable Index Rate and the Margin set forth herein may, from time to time, as a result of various factors (including fluctuating interest rates, the unavailability or inadequacy of such Applicable Index Rate and/or Margin, adverse changes in market conditions applying to entities such as the Receivables Purchaser generally and systemic market shock) no longer appropriately reflect the cost of funding any purchase of Approved Receivables by the Receivables Purchaser hereunder. Therefore, the Applicable Index Rate and Margin applicable to any purchase of Approved Receivables may be amended at the sole discretion of the Receivables Purchaser from time to time, as provided in Section 5.11 of the Agreement. Such amended Applicable Index Rate and/or Margin shall be applicable to any purchase of Approved Receivables occurring after the effective date of such notice, as provided in Section 5.11 of the Agreement.

H. Other Fees and Charges: None.

I. Currency: U.S. Dollars

Annex 2

COUNTRY SPECIFIC PROVISIONS

For any Supplier established and/or incorporated under the laws of Singapore from time to time:

(1) Insolvency Proceedings and Receivable

Under Article I, the definition of "Insolvency Proceedings" shall be replaced with the following:

"Insolvency Proceedings" means, in relation to any Person, it enters into or becomes subject to a reorganisation, a composition or other arrangement with one or more creditors, administration, judicial management, a company voluntary arrangement, a winding-up, or any other form of bankruptcy or insolvency process or analogous proceeding in its jurisdiction of establishment and/or incorporation (as applicable) (including any corporate action taken in relation to any of the aforementioned matters)."

Under Article I: Definitions, the definition of "Receivable" shall be deleted in its entirety and replaced with the following:

"Receivable" means any right to payment of a monetary obligation, owed to the Supplier by a Buyer, whether constituting an account, instrument, document, contract right, general intangible, chattel paper or payment intangible, in each instance arising in connection with the sale of goods that have been sold or for services rendered, together with all rights to late interest, guarantees and supporting security with respect thereto and all proceeds of the foregoing."

(2) Representations and Warranties regarding post-shipment nature of Offer and law of underlying sales contract

Section 4.2 (*Supplier Representations and Warranties*) shall be amended to include the following additional representations and warranties:

- "(g) The Approved Receivables being sold under this Agreement by the Supplier to the Receivables Purchaser are on a post-shipment basis and, with respect to each Approved Receivable that is the subject of an Offer made pursuant to Section 2.1, the relevant goods have been shipped to the applicable Buyer and/or the relevant services have been performed for the applicable Buyer prior to the submission to the Paying Agent of the Funding Request giving rise to such Offer.
- (h) The governing law of the underlying sales contract(s) or purchase order(s) between the Supplier and the Buyer giving rise to the sale of each Approved Receivable hereunder is Singapore law."
- (3) Confidentiality
Section 5.4(b)(iii) (*Confidentiality*) shall be amended to include a new right to disclose
- "(3) to the Buyer, and"