

CONFIDENTIAL

RECEIVABLES PURCHASE AGREEMENT
FOR VENDOR PREPAY
(SELECTIVE)

BETWEEN

STANDARD CHARTERED BANK (SINGAPORE) LIMITED ("We" or "Us")

AND

CRYSTAL MARTIN CEYLON (PRIVATE) LIMITED ("You")

Dated as of 19th October 2022

Standard Chartered Bank

Receivables Purchase Agreement for Vendor Prepay (Selective)

1. AGREEMENT

- 1.1 **Agreement:** We agree to buy from You receivables based on the terms of this Agreement (including the terms set out in the Schedules, Appendices and Annexures) ("Agreement").

2. DEFINITIONS

"Account" means any bank account (including any sub-account, current account or deposit account) held in Your name which You designate in Schedule 2 or such other Account You notify to Us directly or through the Buyer or through an Authorised Person.

"Affiliate" means, in relation to a body corporate, any other body corporate that controls, is controlled by or under common control with it and (where applicable) any representative and branch office of the foregoing in any jurisdiction. For the purpose of this definition, a body corporate **"controls"** another body corporate if the first body corporate, directly or indirectly, owns more than half of the issued equity share capital or has the power to appoint more than half of the members of the governing body, of that other body corporate.

"Assignee" means a person to whom We assign any Trade Receivable.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, order, lodgement or registration including any renewal or amendment.

"Authorised Person" means any person You designate in writing as having the authority to act on Your behalf.

"Authority" means any government, quasi-government, administrative, regulatory or supervisory body or authority, court or tribunal.

"Bank Member" means Standard Chartered PLC or any of its Affiliates.

"Banking Day" means a day when banks are open for general banking business in [Singapore] [and [Sri Lanka]].

"Buyer" means any of the Buyers specified in Schedule 2 or as agreed in writing between the parties from time to time. A reference to "the Buyer" shall be a reference to the Buyer from whom the relevant Trade Receivable is due.

"Channel" means any system, medium or channel (including internet, telephone, SWIFT Message, Mobile Device, fax and email) which enables You to access and submit a Request for Purchase.

"Contract of Sale" means a contract for Your supply or provision of goods and services to the Buyer evidenced in writing and in a form acceptable to Us in all respects.

"Force Majeure" includes:

- (a) change in any law, rule or regulation or any change in the interpretation or enforcement of any law, rule or regulation;
- (b) act or order of any Authority;
- (c) order of any court or other judicial body;
- (d) restriction or impending restriction on the availability, credit or transfer of foreign exchange;

- (e) computer system malfunction or failure (regardless of cause) or any third party interference with a computer system; or
- (f) other circumstances beyond Our reasonable control.

"Losses" or "Loss" means any losses, damages, demands, claims, liabilities, costs (including legal costs) and expenses of any kind (including any direct, indirect or consequential losses, loss of profit, loss of goodwill and loss of reputation) whether or not they were foreseeable or likely to occur.

"Personal Information" means any data relating to an individual, including name, address, contact details, taxpayer identification number, other form of identification and other details We or any Bank Member holds or collects relating to any Relevant Data Subjects.

"Purchase Price" means the amount We will pay as purchase price for the Trade Receivable that We agree to purchase pursuant to the terms hereof, calculated in accordance with the formula set out Schedule 2.

"Relevant Data Subject" means any individual:

- (a) who is Your direct or indirect beneficial owner;
- (b) named in or who executes any document submitted by You to Us;
- (c) who is Your director or officer; or
- (d) as specified by Us.

"Request to Purchase" means a request submitted by You through Our electronic instruction system in the form agreed between You and Us for Us to purchase a Trade Receivable.

"Service" refers to any service We provide to You under this Agreement.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature including any associated penalty or interest payable required by law.

"Trade Receivable" means a receivable (including any Tax or duty payable) and any other obligation incurred by the Buyer under a Contract of Sale together with its related rights.

3. INTERPRETATION

- (a) Unless expressly stated otherwise a reference to a law includes (i) any agreement with an Authority, and (ii) any law, regulation, rule, official directive, request, guideline, sanction, embargo or restrictive measure (whether or not having the force of law) of any Authority and any interpretation, application or enforcement of such law; and
- (b) "send" or "sent electronically" means to send or have sent any information or instructions by way of fax, email or any other form of electronic communication or messaging; and
- (c) "writing" includes telex, email (including emailed .pdf) and fax transmission legibly received and "written" has the corresponding meaning.

Headings: Headings in this Agreement are for convenience only and do not affect its interpretation.

4. PURCHASE OF TRADE RECEIVABLES

- 4.1 **Purchase of Trade Receivables:** We may at Our discretion agree to purchase a Trade Receivable in respect of which



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- You have submitted a Request to Purchase not less than 3 Banking Days before the due date for payment of that Trade Receivable
- 4.2 **Acceptance:** If We elect to purchase a Trade Receivable pursuant to a Request to Purchase, We hereby purchase from You and You hereby sell and assign to Us all right, title and interest in and to that Trade Receivable
- 4.3 **Passing of Title:** Ownership of a Trade Receivable that We agree to purchase from You shall vest in Us when We make payment of the Purchase Price for that Trade Receivable
- 4.4 **Purchase Price:** We will credit the Account, with the applicable Purchase Price for all Trade Receivables that We purchase from You.
- 4.5 **Trust:** If the ownership of any Trade Receivable fails to vest in Us, You will hold that Trade Receivable on trust for Us.
- 4.6 **Notice of Assignment:** You shall sign and provide us a notice of assignment in such form as We shall require.
5. **RECOURSE**
- We have no recourse against You for any Trade Receivable We purchase unless You are in breach of any of Your representations, warranties, undertakings or obligations in relation to the Trade Receivable, in which case You shall repurchase that Trade Receivable from Us by paying to Us on demand the full amount of that Trade Receivable
6. **REPRESENTATIONS AND WARRANTIES**
- 6.1 **Representations and Warranties:** You represent and warrant to Us and each Assignee that now and throughout the term of this Agreement:
- (a) each Trade Receivable is valid and enforceable and represents a bona fide sale of goods which have been delivered and is not subject or capable of being subject to any rights of set-off or counter claim or dispute;
 - (b) You are the sole legal and beneficial owner of all Trade Receivables offered to Us for purchase free from any third party rights, claims, security or encumbrance and You have had at all times the full legal right to sell, transfer and assign such Trade Receivables;
 - (c) You have the legal capacity and power to execute, deliver and perform this Agreement and if You are a limited company, You are duly incorporated and validly existing under the laws of Your jurisdiction of incorporation;
 - (d) the Trade Receivables may be assigned and transferred on the terms of this Agreement;
 - (e) The goods sold by You to the Buyer do not include any military equipment, arms or weapon components, the origin of goods and their subsequent transportation including vessels do not involve an entity or location sanctioned by the European Union/ United States/ United Kingdom, Your country or any Authority;
 - (f) the Trade Receivables arise from deliveries or shipments made with all necessary licences and which are not in violation of any applicable law or in violation of the terms of the relevant Contract of Sale.
7. **UNDERTAKINGS**
- You undertake to Us that You will
- (a) pay or procure the payment of all such taxes, duties or fees as We may request and in such form as We may specify.
- (b) Notify each Relevant Data Subject of Our privacy statement which is available at <https://www.sc.com/en/privacy-policy.html> (Personal data collection provisions);
 - (c) provide Us with information along with supporting documentation in relation to any change in constitution of Your organisation and a change in Your name; and
 - (d) give Us any information or document in relation to this Agreement or a Trade Receivable and other information We request within a reasonable time and notify Us immediately of any changes
8. **CHARGES AND EXPENSES**
- 8.1 **Discounting Charge:** You will pay Us the discounting charge which is the Screen Rate (as defined in Annexure A) or Our cost of funds rate, plus the rate specified in Schedule 2
- 8.2 **Service Charge:** A service charge as specified in Schedule 2 is payable for each Trade Receivable We purchase and We will deduct the service charge from any payment to You
9. **TERMINATION**
- 9.1 **Effectiveness:** This Agreement is effective only upon Our confirmation that We are satisfied that each of the conditions precedent in Part 1 of Schedule 1 has been met, and will continue until terminated by either party giving not less than 30 days' written notice. Notwithstanding the foregoing, We may terminate this Agreement with immediate effect without prior notice if complying with this Agreement may cause Us to breach a regulatory requirement or Our policy associated to any applicable order or sanction of any Authority.
- 9.2 **Suspension:** We may suspend a Service at any time. If We do, We will Notify You as soon as practicable
- 9.3 **Request to Purchase, notice or transaction prior to termination or suspension:** Any termination or suspension will not affect a Party's accrued rights and liabilities prior to the date of such notice of termination or suspension unless otherwise agreed
- 9.4 **Surviving provisions:** The provisions relating to repurchase, clawbacks, indemnities, limitation of liability, disclosure of information, provision of documents, set-off, currency conversions, taxes, governing law and jurisdiction and the provisions under the heading, "General" survive termination of this Agreement
10. **POWER OF ATTORNEY AND FURTHER ASSURANCE**
- You irrevocably and severally appoint Us, and any person We nominate as Your attorney (with full power of delegation and substitution) in Your name. You shall upon Our request, do all such further acts and things and execute such documents as may be required by Us (and in such form as We may specify) in order to give effect to the provisions and intentions of the Agreement or to facilitate the exercise of the rights and powers conferred on Us under the Agreement (including, without limitation, granting Us a power of attorney to perfect the purchase of any Trade Receivable by Us
11. **INDEMNITIES AND LIMITATION OF LIABILITY**
- 11.1 **Your indemnity:** You indemnify Us on demand against any Loss arising from or incurred in connection with:
- (a) You not complying with any obligation under this Agreement; and
 - (b) Our acting or declining to act on Your Request to Purchase



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11.2 **Force Majeure:** We are not responsible for any Loss You may suffer due to a Force Majeure event.

12. AMOUNTS, EXPENSES AND DEBITING ACCOUNTS

12.1 **Amounts and Expenses:** You must pay Us any amount payable by You without set-off, deduction or counterclaim.

12.2 **Clawbacks:** We may cancel, reverse or debit any payment We make under this Agreement:

- (a) to correct a mistake; or
- (b) where We are legally obliged to return the funds

and You agree to render all possible assistance in the recovery of such payments.

13. NOTICES AND CONFIRMATIONS

13.1 **Contact Information:** Please verify Your address, fax number and email address for any communication or document to be made or delivered to You are set out in Schedule 2.

13.2 **When notices and communications to You are effective:** Unless otherwise provided, Our notices and communications to You are effective if:

- (a) sent by fax, at the time shown on the transmission report as being successfully sent;
- (b) delivered personally, at the time of delivery;
- (c) sent by post, 5 Banking Days after posting; and
- (d) sent by email, at the time We send it.

13.3 **When notices and communications to Us are effective:** Your communications are effective when We actually receive them.

13.4 **Verbal or electronic instructions and communications:**

- (a) We can act on Your Request to Purchase or communications received verbally or through any Channel if We believe them to be genuine and complete. We may require Your confirmation prior to acting on such Request to Purchase.
- (b) You bear any risks in sending Your Request to Purchase or communications verbally or through any Channel.

13.5 **Recording of telephone conversations:** Subject to any applicable law, We may record Our telephone conversations with You and use the recorded conversations or transcripts in any dispute in connection with this Agreement.

14. DISCLOSURE OF INFORMATION

14.1 We will keep information provided by You or relating to You confidential except that We may disclose such information (including Personal Information) to:

- (a) Our head office, any of Our subsidiaries or subsidiaries of Our holding company, affiliates, representative and branch offices in any jurisdiction (together with Us, the "Permitted Parties");
- (b) any of the Permitted Parties' service provider, insurer or insurance broker or professional advisor who is under a duty of confidentiality to the discloser;
- (c) any actual or potential participant, sub-participant or transferee of Our rights or obligations under any transaction between the parties (or any of its agents or professional advisors);
- (d) any rating agency, or direct or indirect provider of credit protection (or any of its agents or professional advisors);
- (e) as required by law or any Authority, or

(f) the Buyer

15. DEALINGS

15.1 **No dealings by You:** You may not assign, novate, transfer or otherwise deal with Your rights or obligations under this Agreement without Our consent.

15.2 **Dealings by Us:** We may assign, novate, transfer or otherwise deal with all or any of Our rights and/or obligations under this Agreement without any person's consent. You must comply with Our reasonable requests to give effect to the same including giving Your consents and signing documents.

16. SET-OFF

We may set-off any amount You owe Us (whether or not due for payment) against any amount We owe You under this Agreement or any amount in any account You hold with Us. We may do anything necessary to effect any set-off under this Clause (including varying the date for payment of any amount by Us to You and making currency exchanges).

17. TAXES

17.1 **Payments by You requiring deduction for Taxes:** If a law or any Authority requires You to deduct any Tax from a payment to Us, You must increase the amount payable so that, after making the deduction, We receive the amount We would have received if no deduction had been required. You agree to deduct the amount for the Tax, pay that amount to the relevant Authority in accordance with applicable law and give the original receipts to Us.

17.2 **Indemnity for payments by Us in respect of Taxes:** You will indemnify Us against any Loss arising from or incurred in connection with any Tax payable by Us on, or calculated by reference to, any amount paid or payable by You under this Agreement (excluding any Tax payable by Us by reference to Our net income received or receivable by Us).

18. THIRD PARTY RIGHTS

18.1 **Third Party Rights:** Unless stated otherwise in the Agreement:

- (a) a person not a party to this Agreement has no right to enjoy or enforce any benefit under it; and
- (b) the consent of any person not a party to this Agreement is not required to amend it.

Notwithstanding the foregoing, Bank Members are intended third party beneficiaries of this Agreement.

19. GENERAL

19.1 **Banking Day:** We will only act on any Request to Purchase or execute any transaction on a Banking Day.

19.2 **Records and certificates being conclusive:** Unless there is an obvious mistake:

- (a) Our records (whether in paper, electronic, data or other form) of a Request to Purchase, an instruction, report or other communication or of a transaction are conclusive of their contents or Our receipt or non receipt of them; and
- (b) any certificate or decision We make of an exchange rate, other rate, price or an amount owing to or by You is conclusive.

19.3 **Entire agreement and Non reliance:** This Agreement is the entire agreement between the parties about its subject matter and replaces all previous agreements between the



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parties on that subject matter and You have not relied on any oral or written representation or warranty made, or purportedly made, by Us or on Our behalf except as set out in this Agreement.

- 19.4 **Changes:** We may change this Agreement and will notify You of such change and the effective date of such changes.
- 19.5 **Severability:** If any term of this Agreement is invalid, unenforceable or illegal in a jurisdiction, that term is severed only for that jurisdiction. All other terms continue to have effect in that jurisdiction.
- 19.6 **Cumulative Rights:** The parties' rights under this Agreement are in addition to any other rights, independent of this Agreement.
- 19.7 **Exercise of Rights:** If We do not exercise a right or remedy fully under this Agreement, We may still exercise it later.
- 19.8 **Counterparts:** This Agreement may consist of a number of copies, each signed by one or more parties to this Agreement. Such signed copies form one document.
- 19.9 **No breach:** Nothing in this Agreement obliges Us to do or omit to do anything if it would or might in Our reasonable opinion constitute a breach of Our policy or any applicable law or sanction of any Authority.
- 19.10 **Fee and Information Sharing:** We may enter into fee and information sharing and other arrangements with a third party where:
- (a) the third party introduces You to Us; or
 - (b) We have introduced You to the third party (after You have consented to the introduction)
- If you ask, We will give you details of such arrangements. You agree that We may disclose information relating to You to such third party.
- 19.11 **Electronic execution:** Each party hereto:
- (a) agrees and consents that any reference to "executed" or "signed" or any derivative thereof in this Agreement shall be deemed to include any execution or signing made or delivered by electronic email or other electronic means, each of which shall have the same legal effect, validity or enforceability as a manually executed signature; and
 - (b) agrees to do all such further acts and things required by applicable law or regulation to ensure that execution or signing this Agreement by electronic means is valid and enforceable.
- 19.12 **Country Addendum:** If applicable, any specific country or jurisdiction requirements and terms are set out in Schedule 6 below and You hereby agree to those requirements and terms.

20. GOVERNING LAW AND JURISDICTION

- 20.1 **Governing law:** This Agreement shall be governed [by English law].
- 20.2 **Jurisdiction:** The parties submit to the non-exclusive jurisdiction of the courts of [England].



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Execution Page for a Limited Company

Executed and Delivered as a deed by:-

[Crystal Martin Ceylon (Private) Limited]

acting by

Redacted

(Name of Signatory)

and

Redacted

(Name of Signatory)

Redacted

(Signature)

Redacted

(Signature)

Witness.

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Signature

Redacted

Name

Redacted

Address Phase 2, EPZ, Katunayake

SIGNED for and on behalf of

Standard Chartered Bank (Singapore) Limited by

Signature of representative

Name of representative



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SCHEDULE 1

CONDITIONS PRECEDENT

- (a) a copy of this Agreement, executed by You
- (b) (a certified true copy of a resolution of Your board of directors authorising
 - (i) the acceptance and execution of this Agreement, and
 - (ii) an appointment of authorised signatory(ies) to execute on Your behalf all notices, Request to Purchase, instructions and any other document or instrument required to be executed or given by You in connection with this Agreement and the transactions contemplated by this Agreement, and
 - (iii) the affixing of Your common seal to all documents that may be required in accordance with Your constitutional documents;
- (c) [copy of your certificate of incorporation, or other publicly registered organizational document, as in effect on the date hereof];
- (d) a copy of bank statements or bank advices for the Account;
- (e) such other documents as We may require in connection with this Agreement and the transactions contemplated by this Agreement.

SCHEDULE 2

OPERATIVE PROVISIONS

For the purposes of this Agreement: [Words/ Expressions]	Means
Buyer	Redacted
Purchase Price	Invoice amount less Service Charge and Discounting Charge
Service Charge	Waived
Discounting Charge	For USD: $(\text{Trade Receivable}) \times \left((\text{Term Rate}(\text{Term SOFR})^* + 0.98\% \text{p.a.}) \times \frac{\text{ND}}{360} \right)$ <p>Where ND is the number of days from the date of purchase to the due date for payment. * Subject to and read with the terms and definitions set out in Annexure A.</p>
Uncommitted Limit Amount	NIL
Account	The Account You designate for Purchase Price to be credited is: For USD Account Number [Redacted] maintained by You with HSBC Bank, located at P O Box 73, Colombo 01, Sri Lanka. and SWIFT code HSBCKLX For USD
Your notice details	Address: Phase 2, EPZ, Katunayake, Sri Lanka <div style="border: 1px solid black; width: 200px; height: 50px; margin: 10px auto; text-align: center;">Redacted</div>



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Further Vendor Account Details

(To be filled by Vendor)

Supplier's Information (Vendor)	
Name of Supplier	Crystal Martin Ceylon (Private) Limited
Registered Address	Phase 2, EPZ, Katunayake, Sri Lanka
Telephone Number	Redacted
Facsimile (Fax) Number	Redacted
Contact Information (Vendor's contact person)	
Name of Contact	Redacted
Contact Email	Redacted
Contact Telephone Number	Redacted
Authorisation <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <div style="border: 1px solid black; width: 100px; height: 30px; margin-bottom: 5px;"></div> <div style="text-align: center;">Redacted</div> </div> <div style="width: 55%;"> <p>CRYSTAL MARTIN CEYLON (PRIVATE) LIMITED PHASE 02 EXPORT PROCESSING ZONE KATUNAYAKE SRI LANKA</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 40%;"> <p>_____ For and on behalf of Crystal Martin Ceylon (Private) Limited</p> </div> <div style="width: 55%;"> <p>_____ [(Director)]/[(Authorised Signatory)]</p> </div> </div>	
Note 1. For any changes to the Schedule 2 details, please resubmit Schedule 2 with the relevant changes and the authorised signatures. 2. Limit amount is indicative in nature and subject to change based on buyer's requirement	

- End of Schedule 2 -



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SCHEDULE 3

PREFERRED CURRENCY OPTION SUPPLEMENT

The parties to this Agreement (We and You) agree that on the date of Our written notice to You that We are making available to You the option to be paid the Purchase Price in the Preferred Currency, this Agreement is further amended as follows:

- 1 **Clause 4.4 (Purchase Price)** The original paragraph is now preceded by "(a)" and the following new paragraph 4.4(b) is added after paragraph 4.4(a) of this Agreement:

"4.4 (b) You may instruct us to pay You the Purchase Price for the Trade Receivables that We purchase from You in a currency other than the original currency of such Trade Receivables (**Preferred Currency**); provided:

 - (A) such Preferred Currency is available to You on Our Channel, Straight2Bank;
 - (B) You instruct us to make such payment in the Preferred Currency by choosing such Preferred Currency in the drop-down menu made available to You in Our Channel, Straight2Bank, or any other successor method of choosing or Channel We notify You to use for such instruction; and
 - (C) at least ten (10) Business Days prior to instructing us to pay You in the Preferred Currency, You have provided Us with details of the Account for receipt of such Preferred Currency (**Preferred Currency Account**) via Our Channel, Straight2Bank, or any other successor Channel We notify You to use for submission of such information,

in which case, we will credit such Preferred Currency Account with the Purchase Price in an amount in the Preferred Currency as determined by Us in our sole discretion by making the required currency conversion in accordance with Clause 19.13
- 2 The following sentence is added at the end of Clause 5 (Recourse) of this Agreement:

"For the avoidance of doubt, You will pay Us on demand the full amount of such Trade Receivable in the original currency of that Trade Receivable, notwithstanding that You received the Purchase Price for such Trade Receivable in a Preferred Currency."
- 3 The following new Clause 8.3 is added after Clause 8.2 of this Agreement:

"8.3 **Other Charges:** Where We make a currency conversion in accordance with this Agreement and/or Your instructions, You agree that Our prevailing exchange rate for such currency conversion will apply and may include a margin for the currency conversion service which margin We will deduct from any payment to You."
- 4 The following new Clauses 11.3 and 11.4 are added after Clause 11.2 of this Agreement:

"11.3 You indemnify Us on demand against any Loss arising from or incurred in connection with

 - (a) Our acting or declining to act on Your instruction to pay the Purchase Price in a currency other than the original currency of the Trade Receivable; and
 - (b) Us making currency conversions in accordance with this Agreement or Your instructions.

11.4 We are not responsible for any Loss You may suffer due to

 - (a) restriction or impending restriction on the availability, credit or transfer of foreign exchange; or
 - (b) Our declining to act on Your instruction to pay the Purchase Price in a currency other than the original currency of the Trade Receivable; or
 - (c) the impact of any exchange rate fluctuations on payments We make in accordance with this Agreement or Your instructions."
 - 5 The following new Clause 13.4(c) is added after Clause 13.4(b):

"13.4(c) We can act on Your instruction to receive the Purchase Price in the Preferred Currency or any other of Your communications received verbally or through any Channel if We believe them to be genuine and complete."
 - 6 The following new Clause 19.13 (Currency Conversion) is added at the end of Clause 19 (General):

"19.13 **Currency Conversion**

 - (a) We may, at our sole discretion, choose to act or decline to act on Your instruction under Clause 4.4 (b) above
 - (b) If We choose to act on Your instruction under Clause 4.4(b), You agree that We will make any such currency conversion in accordance with Clause 19.13(c) below.
 - (c) We have the right and the sole discretion to make currency conversions in respect of any amount: (i) received by Us from You, (ii) due from Us to You or (iii) arising from Your instructions, using Our applicable prevailing exchange rate or an exchange rate of Our choosing at the time We select to make such conversion. The exchange rate may include a margin for the currency conversion service."
 - 7 With regards to payments made in Preferred Currency, please provide details of the Preferred Currency Account if different from the Account in Schedule 2 by resubmitting Schedule 2 with the relevant changes and the authorised signatures



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SCHEDULE 4

ACCESS TO STRAIGHT2BANK TERMS AND CONDITIONS

1. **Terms and conditions for access to STRAIGHT2BANK:** We have agreed to allow You to access Our proprietary online banking system, Straight2Bank. In consideration of Us granting You such access, You agree that, except in case of fraud, You will not hold Us responsible for any Losses arising out of or relating to Straight2Bank. You agree that:
 - (a) **Authority:** We may, at our discretion, act in response to communications transmitted via Straight2Bank and without any inquiry as to the identity or authority of any person purportedly communicating on Your behalf. We may rely on such communications as authentic and duly authorized by You.
 - (b) **Use:** You will use Straight2Bank only for purposes specified in the set-up form or as otherwise agreed by Us in writing and in compliance with all applicable laws and regulations. You are responsible for the accuracy, quality and legality of any document, information or data you import onto Straight2Bank.
 - (c) **Processes and Controls:** You have implemented and regularly review robust processes and controls relating to detection, prevention, removal and remedy of threats relating to any code that is harmful, destructive, disabling or which assists or enables unauthorized access to, or use of Straight2Bank.
 - (d) **Disclosure of information and cooperation:** Without prejudice to Clause 14 of this Agreement, We may disclose information (including Personal Information) provided by You or relating to You to Permitted Parties, as such term is defined in Clause 14 of this Agreement; (b) your trading partners; and (c) any person in connection with a transaction or a potential transaction between You and Us. You will comply with Our requests for cooperation in relation to an investigation or inquiry by any regulatory authority and promptly provide Us with relevant information, other than to the extent You are prevented by law.
 - (e) **Security:** You are responsible for authentication device and Straight2Bank log on information. You will endeavor to prevent unauthorized access to Straight2Bank in line with best industry practice and will notify Us of any actual or attempted unauthorized access. You will comply at all times with Our instructions and security requirements in relation to Your access to and use of Straight2Bank.
 - (f) Straight2Bank will be accessible by You on "as is" and "as available" basis and all warranties, representations or obligations, express or implied, relating to Straight2Bank and communicating via Straight2Bank including but not limited to availability, quality, security and fitness for purpose are excluded to the extent permitted by law.
 - (g) Except as set out in this Schedule 4, Standard Chartered Bank and its Affiliates (together, the "Bank") shall have no liability to You in connection with or related to Your use of Straight2Bank. We may suspend Your access to Straight2Bank at any time.
 - (h) All rights, title and interest in Straight2Bank remain with Us. All proprietary and intellectual property rights of any nature regarding Straight2Bank, any parts, copies, modifications, enhancements, improvements and processes included in it, and any derivative works shall remain Our property.
 - (i) You must ensure that Your use of Straight2Bank will not give rise to any claim against Us or our Affiliates. You will indemnify Us against any Losses arising from or relating to (i) Your use of Straight2Bank, or (ii) You not complying with the provisions of this letter.
 - (j) Your right to access Straight2Bank is personal and You may not assign, novate or otherwise transfer Your rights and/or obligations under set out in this Schedule 4 without getting Our prior approval. All Our Affiliates have the right to enjoy and enforce any benefit under the terms and conditions set out in this Schedule 4.
 - (k) Other than what has been set out in this letter, You confirm that you have not relied on any oral or written representation or warranty made, by Us or on Our behalf.
 - (l) If You are an existing client of the Bank and have previously executed the Bank's Standard Terms then it is those Standard Terms that apply.
2. The terms and conditions set out in this Schedule 4 are effective until (i) terminated by Us on notice; (ii) the purpose for which the access to Straight2Bank was granted comes to an end for any reason, or (iii) this Agreement comes to an end for any reason.



Standard Chartered Bank (Singapore) Limited (Reg No.: 201224747C)

CRYSTAL MARTIN CEYLON (PRIVATE) LIMITED
 PHASE 02
 EXPORT PROCESSING ZONE
 KATUNAYAKE
 SRI LANKA

SCHEDULE 5

DOCUMENT MANAGEMENT TERMS AND CONDITIONS

1. Definitions

- (a) "Document Alert" means an email alert We send to You or to Your trading partner when any Trade Documents arrive on Our website.
- (b) "Document Manager Service" means the Service which allows You:
 - (i) to create, exchange and track Trade Documents and related activities with Us or Your trading partners electronically on a Website and includes the provision of the Document Matching Service if required by You; and/or
 - (ii) in conjunction with a transaction or Service with Us, to electronically send Us documents ancillary to or supporting such transaction or Service.
- (c) "Document Matching Service" means the Service which allows You to exchange and match Trade Documents with Your trading partners through SWIFTNet TSU.
- (d) "SWIFTNet TSU" means the Trade Services Utility (TSU) infrastructure offered by SWIFT to financial institutions to enable interbank matching of data from Trade Documents.
- (e) "Trade Documents" refers to purchase order, invoice and such other trade documents as We may permit.

2. Your Responsibilities

2.1 You:

- (a) accept full responsibility for any document, information or data You or Your trading partner import on Our website;
- (b) acknowledge that We are not responsible for and have no duty to review any such document, information or data; and
- (c) acknowledge that where Your trading partner does not subscribe to the Document Manager Service provided by Us, the Document Matching Service will only be available to You if the trading partner's bank subscribes to SWIFTNet TSU.

3. Limitation of Liability

3.1 We are not liable for any:

- (a) Document, information or data provided by You or Your trading partner or any Loss incurred in relation to such document, information or data;
- (b) Loss resulting from any failure to receive a Document Alert by You or Your trading partner;
- (c) Loss resulting from any transaction entered into, or any activity undertaken, between You and a third party through any Channel or Our website; or
- (d) Loss resulting from an incorrectly matched Trade Document.



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SCHEDULE 6

SPECIFIC COUNTRY / JURISDICTION REQUIREMENTS AND TERMS

Terms defined in the Receivables Purchase Agreement for Vendor Prepay (Selective) ("Receivables Purchase Agreement") have the same meaning when used in this country addendum unless otherwise defined herein.

- 1 All references to Standard Chartered Bank in the Receivables Purchase Agreement refer to Standard Chartered Bank (Singapore) Limited (Reg No. 201224747C).
- 2 By executing the Receivables Purchase Agreement, You acknowledge that Without prejudice to Clause 14 (Disclosure of Information), You agree that any personal information provided by You to Us:
 - (a) will be proceed in line with Our privacy statement for corporate and institutional clients available at www.sc.com/sg/privacy; and
 - (b) may be used in accordance with Our policies, terms and conditions or notices made available by Us to You from time to time

ANNEXURE A

Applicable Terms and Definitions where Discounting Charge is based on IBOR, RFR or Term Rate

The Screen Rate shall be subject to the following:

- (a) if in any case the Screen Rate is less than zero, then such Screen Rate shall be deemed to be zero; and
- (b) if a Screen Rate Replacement Event occurs or has occurred, the applicable Discounting Charge shall be the rate per annum, which is the aggregate of (i) the per annum interest rate specified as such in Schedule 2, and (ii) the Replacement Screen Rate which, together with any other Benchmark Changes, shall take effect on the Benchmark Effective Date.

The following definitions (as may be relevant) shall apply:

"Benchmark Changes" means any changes to the method and terms for determining and calculating interest under this Agreement (including the margin (if applicable), the rate (and source of such rate) and dates for, determination, accrual, calculation and payment) as We determine reasonably appropriate to take account of such Screen Rate Replacement Event, together with any consequential changes.

"Benchmark Effective Date" means the later of (x) the fifth (5th) Banking Day after notice of such Benchmark Changes is provided to You, and (y) such other date determined by Us and notified to You, in each case, without any amendment to, or further action or consent from You or any other person being required, provided We have not received written notice of objection to such Benchmark Changes from You in respect of this Agreement, within five (5) Banking Days of the date of the notice.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in the financial centre for the relevant currency.

"EURIBOR" means, in relation to any euro amount and period for which an interest rate is to be determined, the euro interbank offered rate administered by the European Money Markets Institute (or any other person that takes over the administration of that rate) for the relevant period displayed on page EURIBOR 01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters as of 11:00 am (Brussels time) [two] TARGET Days before the first day of that period, unless the specified screen rate is unavailable at the relevant time, in which case We may specify another determination of the appropriate rate.

"LIBOR" means, in relation to any amount, currency and period for which an interest rate is to be determined, the London interbank offered rate per annum for that currency and period that is:

- (a) administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate); and
- (b) appearing:
 - (i) on the relevant Thomson Reuters screen page(s), or on the appropriate page of such other information service as publishes that rate from time to time in place of Thomson Reuters; and
 - (ii) at or about 11:00 a.m. (London time) on the day that is [two] Business Days before the first day of that period (unless market practice differs for that currency or period, in which case, on the day dictated by market practice, or the latest of those days if there is more than one), unless the specified screen rate is unavailable at the relevant time, in which case We may specify another determination of the appropriate rate

"Replacement Screen Rate" means a benchmark interest rate (including any spread adjustment) generally accepted, in Our reasonable opinion, in the international or relevant domestic loan markets, as the appropriate successor to the applicable Screen Rate, and if any such rate is less than zero, then such rate shall be deemed to be zero.

"RFR" means the relevant risk-free reference rate

"RFR IRS Term Rate" means for (i) the relevant currency, and (ii) the applicable corresponding tenor, the market quoted interest rate swap or overnight index swap based on the relevant risk-free reference rate determined by Us.

"SIBOR" means, in relation to any amount, currency and period for which an interest rate is to be determined, the Singapore interbank offered rate administered by ABS Benchmarks Administration Co Pte. Ltd. (or any other entity or person which takes over the administration of that rate)



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for that currency and for the relevant period displayed on page ABSIRFIX01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate) or on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters, as of 11 a.m. Singapore time on the day that is [two] Business Days before the first day of that period (unless market practice differs in the Singapore interbank market, in which case on the day dictated by market practice, or the latest of those days if there is more than one), unless the specified screen rate is unavailable at the relevant time, in which case We may specify another determination of the appropriate rate.

"Screen Rate" means EURIBOR, LIBOR, SIBOR or Term Rate, as specified in Schedule 2.

"Screen Rate Replacement Event" means in relation to a Screen Rate:

- (a) that Screen Rate has or will be permanently or indefinitely discontinued;
- (b) the methodology, formula or other means of determining that Screen Rate has materially changed;
- (c) that Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement;
- (d) any underlying relevant interbank offered rate or other benchmark interest rate (or any component thereof) (x) has or will cease being published or provided by any administrator in any manner (including, with respect to any tenors), or (y) has, or will become, non-representative (or similar) as announced or determined by any regulator or supervisory body (or similar); and/or
- (e) We determine that an event covered under item (a) to (d) above is reasonably expected to occur with respect to that Screen Rate, but such event has not occurred, by a date determined by Us and notified to You,

in each case, in Our reasonable opinion.

"TARGET Day" means any day on which the Trans European Automated Real time Gross Settlement Express Transfer payment system, which utilises a single shared platform and which was launched on 19 November 2007, is open for the settlement of payments in euro.

"Term Interest" means, in relation to any amount, currency and period for which an interest rate is to be determined, the forward-looking interest rate for that currency and period displayed on the relevant page of the on-line electronic information service which for the time being We normally use for obtaining the Term Interest rate, unless the screen rate is unavailable at the relevant time, in which case We may specify another determination of the appropriate rate.

"Term Rate" means the RFR IRS Term Rate or the Term Interest rate, as the case may be.



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