

THIS LOAN AGREEMENT is made the 9th day of July 2024

BETWEEN :

- (1) **GOLDSTONE FINANCE LIMITED (金石信貸有限公司)**, a limited liability company incorporated under the laws of Hong Kong with company registration number 2344501 whose registered office is situated at Room 204, 2/F, Yue Shing Commercial Building, 15 Queen Victoria Street, Central Hong Kong (the "**Lender**"); and
- (2) **Astrum Financial Holdings Limited (阿仕特朗金融控股有限公司)**, a limited liability company incorporated under the laws of Cayman Islands with company registration number HL-295484 whose registered office is situated at Windward 3, Regatta Office Park PO Box 1350 Grand Cayman KY1-1108 Cayman Islands and principal place of business is situated at Room 2704, 27/F, Tower 1, Admiralty Centre, 18 Harcourt Road, Hong Kong (the "**Borrower**").

WHEREAS :

- A. The Borrower has requested the Lender to make available to the Borrower revolving loan facility of up to HK\$10,000,000. The Lender has agreed to lend the same to the Borrower subject to and upon both parties' agreeing to the terms and conditions of this Loan Agreement.

NOW IT IS HEREBY AGREED as follows:

1. **DEFINITIONS**

- (A) In this Loan Agreement, the following expressions except where the context otherwise requires, have the following meanings:

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| "Advance" | each borrowing of a portion (which shall not be less than HK\$1,000,000) of the Available Facility by the Borrower or, as the case may be, the principal amount of that borrowing or the re-borrowing of an Advance in accordance with this Loan Agreement; |
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| "Available Facility" | the undrawn and uncanceled balance of the maximum amount to be granted under the Facility; |
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| "Business Day" | means a day, other than (i) a "general holiday" (as defined in the General Holidays Ordinance (Chapter 149 of the laws of Hong Kong)), (ii) Saturday and (iii) any day on which a tropical cyclone warning No. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered |
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at or before 12:00 noon or on which a "black" rainstorm warning signal is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon and "**Business Days**" shall be construed accordingly;

"Event of Default"

means any one or more of the events of default mentioned in Clause 10 hereof or any event or circumstance which, with the giving of any notice, and/or the lapse of any period of time, and/or the fulfilment of any other requirement, provided for therein, would become one or more of the events provided in Clause 10;

"Facility"

means revolving loan facility in the principal amount of up to **HK\$10,000,000** to be made available to the Borrower by the Lender upon and subject to the terms and conditions of this Loan Agreement;

"Final Repayment Date"

means the date falling on the expiry of twelve (12) calendar months from the Loan Effective Date;

"HK\$"

means Hong Kong dollars, the lawful currency of Hong Kong;

"Interest Payment Date"

means the last day of an Interest Period and "**Interest Payment Dates**" shall be construed accordingly;

"Interest Period"

means a period of one (1) calendar month for each Advance under the Facility provided that:

- (a) any Interest Period which would otherwise end on a day other than a Business Day shall end on the next succeeding Business Day or if that Business Day falls in the next calendar month, on the preceding Business Day;
- (b) no Interest Period in relation to the Loan shall extend beyond the Final Repayment Date and if any Interest Period would otherwise have extended beyond the Final Repayment Date it shall nevertheless end on the Final Repayment Date; and

"Interest Periods" shall be construed accordingly;

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| “Interest Rate” | means 8.75% per annum; |
| “Loan” | means the outstanding principal amount drawn by the Borrower under the Loan Agreement. Any repaid or prepaid principal amounts of the Facility will refresh the Available Facility for drawing within the term of the Loan Agreement; |
| “Loan Effective Date” | means the date when the Loan Agreement shall take effect immediately after the satisfaction of the condition precedent as set out in Clause 4 in this Loan Agreement; |
| “Notice of Advance” | means the notice of Advance in the form set out in the 2 nd Schedule hereto; |

- (A) References to the singular shall, where the context so requires, be deemed to include references to the plural and vice versa and references to the masculine feminine and neuter gender shall include the others of them. The clause headings in this Loan Agreement are inserted for convenience only and shall not affect the construction of this Loan Agreement.
- (B) References in this Loan Agreement to any Ordinance shall (except where the context otherwise requires) be deemed to include any statutory re-enactment thereof or any statutory modification thereof having substantially the same legal effect but not having retrospective effect.
- (C) Reference to calendar month shall refer to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month.

2. **THE FACILITY**

The Lender hereby agrees to make available to the Borrower the Facility subject to and upon the terms and conditions of this Loan Agreement.

3. **COVENANT FOR REPAYMENT**

- 3.01 In consideration of the Lender agreeing to make the Facility available to the Borrower in accordance with the terms hereof, the Borrower hereby covenants with the Lender that the Borrower shall pay the Secured Indebtedness in the manner and at the time herein provided for payment thereof.
- 3.02 Notwithstanding any other provisions contained in this Agreement or in any other documents, the Lender shall have the overriding right at any time to demand immediate repayment of all or any part of the Borrower’s outstanding indebtedness, liabilities and obligations under or in

connection with this Agreement, whether actual or contingent, primary or collateral, existing or in the future, matured or not. The Borrower shall duly comply with each such demand.

3A. **SECTION 18 MEMORANDUM**

If applicable, the note or memorandum required under Section 18 of the Money Lender Ordinance is set out in the 1st Schedule hereto, which shall form part of this Agreement.

4. **CONDITIONS PRECEDENT AND AVAILABILITY**

- 4.01 The Facility will become available to the Borrower upon and subject to the terms and conditions contained in this Loan Agreement when the Lender has received in form and substance satisfactory to the Lender all of the following:

copies, certified as true and complete copies by a director of the Borrower, of the Certificate of Incorporation, Articles of Association, current Business Registration Certificate and such other constitutional documents or statutory records of the Borrower as may be required by the Lender;

5. **REPAYMENT**

- 5.01 Subject to Clauses 3 and Clause 5.04, the Borrower shall repay the interest accrued on each Advance on the Interest Payment Date.
- 5.02 Subject to the other terms of this Deed, any amounts repaid (including with an Advance) under Clause 5.01 above may be re-borrowed.
- 5.03 Any amount of any Advance together with any accrued and unpaid interest still outstanding on the Final Repayment Date shall be repaid on the Final Repayment Date in one lump sum.
- 5.04 The Borrower may on any Business Day early repay the whole or any part of the Advance in the multiple of not less than HK\$100,000, each together with interest accrued to the date of early repayment on the amount to be early repaid provided that the Borrower shall have given to the Lender not less than two (2) Business Days' written notice specifying the amount to be early repaid.
- 5.05 Where the Borrower has given notice of intended early repayment, it shall be irrevocable and it shall be obligatory for the Borrower to make early repayment in accordance with the notice.

6. **RE-BORROWING**

Any amounts repaid by the Borrower in accordance with Clause 5 herein shall be available for re-borrowing and re-drawing during the term of the Facility provided that the outstanding principal amount of the Facility shall not exceed HK\$10,000,000.

7. **INTEREST**

- 7.01 The Borrower shall on the Interest Payment Dates pay interest in arrears on or in respect of the Advances at the Interest Rate.
- 7.02 The Lender's calculation of the amount of interest or other amounts due and payable by the Borrower hereunder shall, save for manifest error, be conclusive and binding on the Borrower.
- 7.03 If the Borrower defaults in paying any amount due to the Lender under this Loan Agreement, whether principal, interest or other monies which may be or become due or payable by the Borrower to the Lender under the terms of this Loan Agreement, the Borrower shall pay interest on the amount outstanding for the period from the due date(s) for payment until the same is paid in full (after as well as before judgment) at the rate of forty eight per cent (48%) per annum for the time being and from time to time on a simple interest rate basis.

8. **PAYMENT PROVISIONS**

- 8.01 All payments to be made hereunder by the Lender to the Borrower in respect of the Advances shall, on the date of such Advance, before 4:00 p.m. (Hong Kong time) be made available to Borrower as set out in the Notice of Advance or by such other methods as the Lender may think appropriate for the purpose mentioned in Clause 2 hereof.
- 8.02 Except as expressly provided herein, the Lender is irrevocably authorised by the Borrower to apply any payment received in discharge of the Borrower's obligations hereunder in total or partial satisfaction of such one or more of such obligations (being in respect of the Loan, interest or otherwise) as the Lender may in its absolute discretion determine.
- 8.03 Whenever any payment under this Loan Agreement shall become due on a day which is not a Business Day, the due date thereof shall be extended to the next succeeding Business Day unless such succeeding Business Day falls within the next calendar month, in which case such payment shall be made on the immediately preceding Business Day, and interest shall be adjusted accordingly.
- 8.04 All sums payable by the Borrower hereunder shall be made without set-off, counterclaim, condition or qualification and free and clear of and without deduction for or on account of any tax, levy, impost, duty, charge, fee, deduction or withholding of whatever nature now or hereafter imposed by any taxing authority of Hong Kong. If the Borrower shall be compelled by law to make any deduction in respect of any such taxes, levies, imposts, duties, charges, fees, deductions or withholdings, the Borrower agrees to pay such additional amounts as may be

necessary to ensure that the net amounts received by the Lender shall equal the amount which would have been received by the Lender had the Borrower not been compelled to make such deduction as aforesaid.

9. **ADVANCE**

A Notice of Advance once having been given by the Borrower shall be irrevocable and it shall be obligatory for the Borrower to make the Advance in accordance therewith. The form of the Notice of Advance is set out in the 2nd Schedule of this Agreement.

10. **EVENTS OF DEFAULT**

10.01 Each of the following events shall be an Event of Default:

- (i) if the Borrower shall fail to pay any principal, interest, or any other sum payable hereunder or
- (ii) if the Borrower shall fail to perform or observe any of its obligations hereunder and (except where the Lender considers that such failure is not capable of remedy) such failure is not remedied to the satisfaction of the Lender within seven (7) Business Days next following the date on which notice requiring such failure to be remedied is given to the Borrower; or
- (iii) any breach of any term of this Agreement by any of the parties thereto; or
- (iv) any representation, warranty or undertaking herein or made or deemed to be made by the Borrower in any notice, certificate, instrument, document or statement made or delivered pursuant to this Loan Agreement or proved to have been untrue or inaccurate; or
- (v) any loan, indemnity or other indebtedness or obligation for borrowed money of the Borrower:
 - (a) shall become capable (all grace periods, if any, having expired) of being declared due prematurely by reason of a default in any of their respective obligations therein; or
 - (b) is not paid when due nor within any applicable grace period.
- (vi) the Borrower becomes insolvent, is unable to pay debts as they fall due, stops, suspends or threatens to stop or suspend payment of all or a material part of debts, begins negotiations or takes any proceeding or other step with a view to readjusting, rescheduling or deferring any material parts of their respective debts or proposes to or make a general assignment or an arrangement or composition with or for the benefit

of their respective creditors or a moratorium is agreed or declared in respect of or affecting all or any material part of their respective debts, loans or other indebtedness; or

- (vii) any order shall be made by a competent court or other appropriate authority or any resolution shall be passed for bankruptcy, winding up or dissolution (as the case may be) of the Borrower, except for the purpose of a reconstruction, amalgamation, or reorganisation on terms approved by the Lender before that step is taken; or
- (viii) any distress or execution shall be levied or enforced or sued out upon or against any of the chattels, properties or assets of the Borrower and shall not be discharged or contested in good faith within fifteen (15) Business Days of having been so levied, enforced or sued out; or
- (ix) there is, in the absolute opinion of the Lender, any material adverse change in operations, business or financial condition of the Borrower.

10.02 The Borrower shall immediately notify the Lender in writing of any occurrence of an Event of Default.

10.03 The Lender may at any time after the happening of an Event of Default (whether or not any notice pursuant to Clause 10.02 shall have been given by the Borrower), unless and until that Event of Default shall have been fully remedied to the satisfaction of the Lender, by notice in writing to the Borrower, declare that the Secured Indebtedness have become immediately due and payable, whereupon the same shall become immediately due and payable and the Facility or any part thereof if undrawn shall automatically be cancelled.

11. **REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

11.01 The Borrower hereby represents and warrants to the Lender that:

- (i) the Borrower is a company duly incorporated with limited liability and validly existing under the laws of Hong Kong and has full power to carry on its business as is now being conducted;
- (ii) the Borrower has the corporate power and authority and the legal capacity to enter into this Loan Agreement on the terms and conditions set out herein or therein and to perform and observe its obligations hereunder or thereunder;
- (iii) the execution, delivery and performance of this Loan Agreement have been (or when executed will have been) duly authorised by all necessary corporate action of the Borrower and the other parties thereto under all applicable laws and regulations of Hong Kong or any other jurisdictions (where applicable) and this Loan Agreement

constitute (or when executed will constitute) valid and legally binding obligations of the Borrower and the other parties thereto in accordance with their respective terms;

- (iv) the Borrower is not (a) in default in the payment of any principal of or interest on any indebtedness for borrowed money or (b) in breach of or in default under any other provision of any indenture, deed of trust, agreement or other instrument to which it is a party and under or subject to which any such indebtedness for borrowed money has been issued and is outstanding and no event, condition or act which with the giving of notice or lapse of time, or both, would constitute an event of default under any such indenture, deed or trust, agreement or other instrument has occurred or is continuing which has not been properly waived or remedied hereunder;
- (v) no Event of Default has occurred and no event has occurred which, with the giving of notice and/or lapse of time or the Lender making any necessary determination under Clause 10, might constitute an Event of Default;
- (vi) no litigation, arbitration or administrative proceeding before or of any court, tribunal, arbitrator or governmental authority is presently taking place, pending or to its knowledge (having made all reasonable enquiries) threatened against the Borrower;

For the purpose of paragraph 11.01(vii), delinquent debt shall mean any loan receivables of the Borrower assigned under the Loan Receivables Charge becomes payable and outstanding for more than three (3) calendar months.

11.02 The Borrower hereby covenants and undertakes with the Lender that while the Facility is available to the Borrower and for so long as the Secured Indebtedness remains outstanding, the Borrower will:

- (i) maintain and conduct its corporate existence and conduct its business in a proper and efficient manner and in compliance with all laws, regulations (environmental, social or otherwise), authorisations, agreements and obligations applicable to it (including without limitation the maintenance of all appropriate licences, approvals, consents and insurance policies) and pay all taxes imposed on it when due; or
- (ii) not enter into any agreement or obligation which might materially and adversely affect its operations, business or financial condition or other condition.

12. **FEES, COSTS AND EXPENSES**

12.01 The Borrower hereby undertakes with the Lender to pay to the Lender on demand all costs, charges and expenses reasonably and necessarily incurred by the Lender in relation to the preparation and execution of this Loan Agreement, together with interest thereon at the rate provided in Clause 1 and Clause 7 of this Loan Agreement in respect of overdue sums in Hong

Kong dollars in relation to the Loan for the period from the date upon which such costs, charges, expenses or moneys were incurred or expended (as the case may be) until the date of reimbursement in full thereof by the Borrower.

13. **NOTICES**

13.01 Any communication required to be given by the Borrower to the Lender under this Loan Agreement shall be deemed to have been sufficiently made hereunder on the Lender if left or sent by prepaid post to the Lender at its address hereinbefore mentioned or at its then registered office or such other address as may from time to time be notified to the Borrower.

13.02 Any demand, notice, statement, certificate or other communication required to be given by the Lender to the Borrower shall be in writing and shall be deemed to have been so given if addressed to the Borrower and sent to its address hereinbefore mentioned.

13.03 Any demand, notice, statement, certificate or other communication delivered personally shall be deemed to have been given at the time of such delivery. Any demand, notice, statement or certificate despatched by letter postage prepaid shall be deemed to have been given 48 hours after posting. Any demand, notice, statement or certificate sent by facsimile transmission shall be deemed to have been given at the time of despatch.

14. **MISCELLANEOUS**

14.01 No provisions hereof may be amended, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the amendment, waiver, discharge or termination is sought.

14.02 Time shall be of the essence of this Loan Agreement in all respects but no failure or delay on the part of the Lender in exercising or enforcing any right, remedy, power or privilege hereunder or thereunder shall operate as a waiver, nor shall any single or partial exercise or enforcement of any right, remedy, power or privilege preclude any further exercise or enforcement thereof or the exercise or enforcement of any right, remedy, power or privilege. The rights, remedies, powers or privileges herein provided are cumulative and not exclusive of any rights, remedies, powers or privileges provided by law.

14.03 If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

14.04 In this Loan Agreement, any determination as to whether any event, situation or circumstances is "material" shall be made by the Lender acting reasonably having regard to all the circumstances and in good faith (whose determination shall be conclusive and binding on the Borrower).

15. **INDEPENDENT LEGAL ADVICE**

The Borrower hereby expressly confirms and acknowledges that it has been informed and advised before the execution of this Loan Agreement to seek separate and independent legal advice on the terms and conditions of this Loan Agreement and the legal effects and consequences thereof upon execution of this Loan Agreement.

16. **GOVERNING LAW AND JURISDICTION**

16.01 This Loan Agreement and the rights and obligations of the parties hereto shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

16.02 The submission of the Borrower to the jurisdiction of the Hong Kong courts shall not restrict the right of the Lender to take proceedings against the Borrower in any other courts having, claiming or accepting jurisdiction over the Borrower or any of its assets, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

17. **COUNTERPARTS**

This Loan Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which is an original but, together, they constitute one and the same agreement.

IN WITNESS whereof this Loan Agreement has been duly entered into by the parties hereto the day and year first above written.

The Borrower

SIGNED by Mr. Pan Chik

The authorized signatory(ies)

For and on behalf of

Astrum Financial Holdings Limited

(阿仕特朗金融控股有限公司)

in the presence of: Mr. Lam Pei Lei

) *For and on behalf of*
) **Astrum Financial Holdings Limited**
) **阿仕特朗金融控股有限公司**

)
)
) *Authorized Signature(s)*

The Lender

SIGNED by Ms. Liu Ching Man

The authorized signatory(ies)

For and on behalf of

GOLDSTONE FINANCE LIMITED

(金石信貸有限公司)

in the presence of: Mr. Lee Man Tai

) *For and on behalf of*
) **GOLDSTONE FINANCE LIMITED**
) **金石信貸有限公司**

)
)
) *Authorized Signature(s)*

1ST SCHEDULE

- (a) The Borrower : **Astrum Financial Holdings Limited**
(阿仕特朗金融控股有限公司)
Address Room 2704, 27/F, Tower 1, Admiralty Centre, 18
Harcourt Road, Hong Kong
- (b) The Lender : **GOLDSTONE FINANCE LIMITED**
(金石信貸有限公司)
Address Room 204, 2/F, Yue Shing Commercial Building, 15
Queen Victoria Street, Central Hong Kong
MLR No. : 6494
- (c) The Loan: : The Hong Kong Dollars loan in the sum of Hong Kong
Words and figures Dollars Ten Million (HK\$10,000,000) Only lent by the
Lender. Each Advance shall be of a minimum amount of
Hong Kong Dollars One Million (HK\$1,000,000).
- (d) The date of making of the : 9th July 2024
Agreement
- The date of making of the : Subject to Notice of Advance (Schedule 2)
Loan
- (e) The Repayment Term
The interest accrued on each Advance shall be paid on the last day of a period of one (1) calendar month for each Advance. Any amount of any Advance together with any accrued and unpaid interest remained outstanding on the expiration of twelve (12) calendar months from the Loan Effective Date shall be repaid on such date in one lump sum payment.
- Early repayment or partial repayment during the repayment period is allowed. The Borrower may repay the Loan in full by giving to the Lender than two (2) Business Days prior written notice.
- (f) Interest Rate (per annum)
Interest on the Loan payable by the Borrower to the Lender shall be at the rate of 8.75% per annum.
- (g) Default Interest Rate (per annum)
Default interest on the outstanding indebtedness (including Loan and Interest) payable by the Borrower to the Lender shall be at the rate of 48% per annum.
- (h) The place of negotiation of the agreement for the Loan
Room 204, 2/F, Yue Shing Commercial Building, 15 Queen Victoria Street, Central Hong Kong
- (i) The place of completion of the agreement for the Loan
Room 204, 2/F, Yue Shing Commercial Building, 15 Queen Victoria Street, Central Hong Kong

Acknowledged and Accepted by :-

Borrower Signatory

Name

.....
Authorized Signature(s)
: **Astrum Financial Holdings Limited**
(阿仕特朗金融控股有限公司)

Company Registration number .

: HL-295484

Date

: 9th July 2024

THE MONEY LENDERS ORDINANCE

The provisions of the Money Lenders Ordinance summarized below are important for the protection of all the parties to a loan agreement, and should be read carefully. The summary is not part of the law, and reference should be made to the provisions of the Ordinance itself in case of doubt.

Summary of Part III of the Ordinance-Money lenders transactions.

Section 18 sets out the requirements relating to loans made by a money lender. Every agreement for a loan must be put into writing and signed by the borrower within 7 days of making the agreement and before the money is lent. A copy of the signed note of the Agreement must be given to the borrower, with a copy of this summary, at the time of signing. The signed note of the agreement must be given to the borrower, with a copy of this summary, at the time of signing. The signed note must contain full details of the loan, including the terms of repayment, the form of security and the rate of interest. An agreement which does not comply with the requirements will be unenforceable, except where a court is satisfied that it would be unjust not to enforce it.

Section 19 provides that a money lender must, if requested in writing and on payment of the prescribed fee for expenses, give the original and a copy of a written statement of a borrower's current position under a loan agreement, including how much has been paid, how much is due or will be due, and the rate of interest. The borrower must endorse on the copy of the statement words to the effect that he has received the original of the written statement and return the copy as so endorsed to the money lender. The money lender must retain the copy of the statement so returned during the continuance of the agreement to which that statement relates. If the money lender does not do so he commits an offence. The money lender must also, upon a request in writing, supply a copy of any document relating to the loan or security. But a request cannot be made more than once per month. Interest is not payable for so long as the money lender, without good reason, fails to comply with any request mentioned in this paragraph.

Section 20 provides that the surety, unless he is also the borrower, must within 7 days of making the agreement be given a copy of the signed note of the agreement, a copy of the security instrument (if any) and a statement with details of the total amount payable. The money lender must also give the surety, upon request in writing at any time (but not more than once per month) a signed statement showing details of the total sum paid and remaining to be paid. The security is not enforceable for so long as the money lender, without good reason, fails to comply.

Section 21 provides that a borrower may at any time, on given written notice, repay a loan together with interest to the date of repayment, and no higher rate of interest may be charged for early repayment.

This provision, however, will not apply where the money lender is recognized, or is a member of an association recognized, by the Financial Secretary by notice in the Gazette in force under section 33A(4) of the Ordinance.

Section 22 states that a loan agreement is illegal if it provides for the payment of compound interest, or provides that a loan may not be repaid by installments. A loan agreement is also illegal if it charges a higher rate of interest on amounts due but not paid, although it may provide for charging simply interest on that part of the principal and interest outstanding at a rate not exceeding the rate payable apart from any default. The illegal agreement may, however, be declared legal in whole or in part by a court if the court is satisfied that it would be unjust if the agreement were illegal because it did not comply with this section.

Section 23 declares that a loan agreement a money lender and any security given for the loan will not be enforceable if the money lender was unlicensed at the time of making the agreement or taking the security. The loan agreement or security may, however, be declared enforceable in whole or in part by a court if the court is satisfied that it would be unjust if the agreement of security were unenforceable by virtue of this section.

Summary of Part IV of the Ordinance-Excessive interest rate.

Section 24 fixes the maximum effective rate of interest on any loan at 60% annum (the "effective rate" is to be calculated in accordance with the Second Schedule to the Ordinance.) A loan agreement providing for a higher effective rate will be unenforceable and the lender will be liable to prosecution. This maximum rate may be changed by the Legislative Council but not so as to affect existing agreements. The section does not apply to any loan made to a company which has a paid up share capital of not less than HKD1,000,000.00 or in respect of any such loan, to any person who makes that loan.

Section 25 provides that where court proceedings are taken to enforce a loan agreement or security for a loan or where a borrower or surety himself applied to a court for relief, the court may look at the terms of the agreement to see whether the terms are grossly unfair or exorbitant (an effective rate of interest exceeding 48% per annum or such other rate as is fixed by the Legislative Council, may be presumed, on that ground alone, to be exorbitant), and taking into account all the circumstances, it may alter the terms of the agreement in such a manner as to be fair to all parties. The section does not apply to any loan made to a company which has a paid up share capital of not less than HKD1,000,000.00 or, in respect of any such loan, to any person who makes that loan (Enacted 1988)

放債人條例

以下所列的《放債人條例》條文撮要，對保障訂立貸款協議的各方均至為重要，應小心閱讀。該撮要並非法例的一部份，如有疑問，應參閱《放債人條例》有關條文。

《放債人條例》第 III 部撮要 – 放債人進行的交易

本條例第 18 條列出關於放債人作出貸款的規定。每份貸款協議須以書面訂立，並由借款人於該協議作出後的 7 天內及於該筆款項貸出之前簽署。在簽訂協議時，須將已簽署的一份協議摘記，連同本撮要一份給予借款人。該摘記須載有該宗貸款的詳盡細則，包括還款條款、保證形式及利率。不符合上述規定的協議不得予以強制執行，除非法庭信納不強制執行該協議並不公平。

本條例第 19 條訂定，如借款人提出以書面要求及就有關開支而支付訂明費用，則放債人須將該借款人在貸款協議下當時的債務情況（包括已還款項、到期或即將到期的款項及利率）的結算書正本及副本一份給予借款人。借款人須在該結算書的副本上簽註文字，表示已經收到該結算書的正本，並將經如此簽註的該結算書副本交回該放債人。放債人則須在與該結算書有關的協議持續期間保留該份已文回的結算書副本。如放債人不照辦，即屬犯罪。如借款人提出書面要求，放債人亦須供給與該宗貸款有關或與保證有關的任何文件的副本。但上述要求，不得在一個月內提出超過一次。放債人如無充分理由而沒有遵照本段所述的要求辦理，則不得收取在該等要求沒有照辦期間的利息。

本條例第 20 條訂定，除非保證人亦是借款人，否則須在協議作出後的 7 天內，給予保證人一份已簽署的協議摘記、一份保證文書（如有的話）及詳列須支付款項總額的結算書。如保證人在任何時間提出書面要求（不得在一個月內超過一次），放債人須給予他一份已簽署並詳列已支付款項總額及尚欠款項總額的結算書。放債人如無充分理由而沒有遵照辦理，則不得在該項要求沒有照辦期內強制執行該項保證。

本條例第 21 條訂定，借款人以書面通知後，可隨時將貸款及計算至還款日期為止的利息償還，放債人不得因借款人提早還款而徵收較高利率。

放債人如是財政司根據《放債人條例》第 33A（4）條以憲報公告認可的放債人或認可的社團的成員，則上述條文不適用。

本條例第 22 條述明，任何貸款協議如訂定須支付複利或訂定不准以分期方式償還貸款，均屬非法。此外，任何貸款協議如訂定到期而未支付的款項須收取較高利率，亦屬非法，但該協議可訂定，未償還的本金部分及利息須收取單利，但利率不得超過在沒有拖欠的情況下須支付的利率；但如法庭信納，該協議如因不符合本條規定而成為非法並不公平，則可宣佈該份非法協議全部或部分合法。

本條例第 23 條述明，如放債人在訂立貸款協議或接受貸款保證時並未領有牌照，則與該放債人訂立的貸款協議及給予他的保證不得強制執行；但如法庭信納，該協議或保證如因本條規定而不能強制執行並不公平，則可宣佈該協議或保證的全部或部分可予強制執行。

《放債人條例》第 IV 部撮要 – 過高利率

本條例第 24 條釐定任何貸款的最高實際利率為年息 60%（“實際利率”須按照本條例附表 2 計算）任何貸款協議如訂定更高的實際利率，則不得強制執行，而放債人亦可被檢控。此最高利率可由立法會予以變更，但已存在的協議則不受影響。對於向繳足股本不少於港幣 1,000,000.00 的公司作出的貸款或作出如此貸款的人，本條並不適用。

（1999 年第 23 號第 3 條）

本條例第 25 條訂定，在強制執行貸款協議或強制執行貸款保證的法庭法律程序中，或在借款人本人或保證人本人向法庭申請濟助時，法庭可查察該協議的條款，以視該等條款是否極之不公平或利率過高（實際利率如超過年息 48% 或立法會所訂的其他利率，即可單憑該理由而推定該利率過高），而法庭在顧及所有情況後，可將該協議的條款更改，使其對協議各方均公平，對於向繳足股本不少於港幣 1,000,000.00 的公司作出的貸款或作出如此貸款的人，本條並不適用。

（1999 年第 23 號第 3 條）

（1988 年制定）

DATED THE 9TH DAY OF JULY 2024

GOLDSTONE FINANCE LIMITED
(金石信貸有限公司)
(as Lender)

and

ASTRUM FINANCIAL HOLDINGS LIMITED
(阿仕特朗金融控股有限公司)
(as Borrower)

LOAN AGREEMENT
IN REPSECT OF HK\$10,000,000
REVOLVING LOAN FACILITY

2ND SCHEDULE

NOTICE OF ADVANCE

To: **GOLDSTONE FINANCE LIMITED**
Room 204, 2/F, Yue Shing Commercial Building,
15 Queen Victoria Street, Central Hong Kong

Date: [*]

Dear Sirs,

Loan Agreement dated the 9th July 2024 (the “**Loan Agreement**”)

We refer to the Loan Agreement made between you as Lender and us as Borrower and hereby:

- (a) give you notice that we wish to make an Advance in the sum of HK\$[*] under the Facility on the 9th day of July 2024 (the “**Advance Date**”).
- (b) certify that no Event of Default has occurred.

Expressions used herein shall have the same meanings as defined in the Loan Agreement.

Yours faithfully,
For and on behalf of
Astrum Financial Holdings Limited

Mr. Pan Chik
Director and authorized signatory