

LOAN AGREEMENT

Borrower: [REDACTED]

Lender: [REDACTED]

This Loan Agreement dated _____ is made between the Borrower and the Lender in which the Lender agrees to grant a loan to the Borrower on the following terms and conditions. The Lender understands and agrees to take all the commercial, market and, regulatory risk (if any) in relation to granting and extending the loan herein to the Borrower.

1. Terms

(a) Use of Proceeds: The loan proceeds advanced under this Agreement is for the general working capital purposes of the Borrower.

(b) Loan Amount*: Means the amount of United States Dollar \$ [REDACTED], being the actual and net dollar amount credited into the Borrower's designated account pursuant to the Loan Advance.

*The Lender who pays in British pounds shall convert the Loan Amount to US Dollars at the corresponding U.S. dollar exchange rate on the day.

(c) Interest Rate: 3% per annum on the Loan Amount payable in full on the Final Maturity Date

(d) Final Maturity Date: 36 months from the Effective Date.

(e) Repayment: The total Loan Amount and accrued interest from the Loan Amount will be repaid in a lump sum on the Final Maturity Date. The Borrower will have the option to make repayment in one of the two followings:

- (i) By cash in whatever currency the Borrower in their absolute discretion decides and the Lender will be responsible for any fluctuation in exchange rate, or
- (ii) By transferring ownership of the Borrower's Assets of a value determined by the Borrower and acceptable to the Lender, that is equivalent to the total Loan Amount and accrued interest to the Lender.

(f) Extension Right: Borrower has the right but not the obligation at any time before the Final Maturity Date to extend the Final Maturity Date for 24 months from the Final Maturity Date Upon the Borrower serving a written loan extension notice to the Lender, the Final Maturity Date will be amended accordingly to the new date.

Lender Initials SJS

(g) Loan Advance: The Loan Amount will be advanced to the Borrower in one lump sum by bank transfer into the Borrower's designated account.

The loan proceeds must be advanced by either the Lender or the designated entity by the Lender. Otherwise, the Borrower shall have the right to unilaterally terminate this Agreement without penalty.

The Lender shall have no right to unilaterally terminate this Agreement after the effective date.

(h) Effective Date: This Agreement shall be effective on the date the full Loan Amount has reached the Borrower's designated account in clear funds. The Effective Date and the Final Maturity Date will be declared by the Borrower to the Lender in writing once the Loan Advance proceeds are free and clear in the designated account. This Agreement shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal and interest, or until such time as the parties may agree in writing to terminate this Agreement.

(i) Prepayment The Borrower can, by giving at least 30-day written notice to the Lender, make prepayment of the or any part of the Loan Amount at any time before the Final Maturity Date without paying any penalty or premium.

2. Representations and Warranties by Lender. Lender represents and warrants to Borrower, as of the date of this Agreement, and as of the date of any renewal, extension, or modification of this Agreement, and at all times any indebtedness exists:

- (a) Lender is sufficiently experienced in financial and business matters to be capable of utilizing such information to evaluate the merits and risks of this Agreement and make an informed decision relating thereto. Lender is in a financial position to grant the Loan for a period longer than the Final Maturity Date and is able to bear the economic risk and withstand a complete loss of the Loan Amount.
- (b) No litigation, claims, investigations, administration or other insolvency process within the meaning of the Insolvency Act 1986 or proceedings against the Lender is pending. Other than any, that have been disclosed to and acknowledged by Borrower in writing.

3. Representations and Warranties by Borrower: Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of any renewal, extension, or modification of the Agreement, and at all times any indebtedness exists:

- (a) The Borrower UHL Capital Ltd. is a company which is, and at all times shall be, duly constituted in accordance with the Companies Act 2006 (the Act) and is duly authorized to transact business. Borrower will notify Lender prior to any change in its name or office location, and do all things necessary to preserve and keep in full force and effect its existence, rights and privileges, and shall comply with all relevant requirements of the Act. The Borrower's execution, delivery, and performance of this Agreement has been duly authorized in accordance with the Act and the Borrowers Constitutional documents.
- (b) No litigation, claim, investigation, administration proceeding against Borrower is pending. If any, that have been disclosed to and acknowledged by Lender in writing.

4. Affirmative Covenants. Borrower covenants and agrees with Lender that, as long as this Agreement remains in effect, Borrower will:

- (a) Notice of Claims and Litigation. Promptly inform Lender in writing of all existing and all threatened litigation, claims, investigations, and Insolvency proceedings affecting Borrower which could materially affect the financial condition of Borrower.
- (b) Loan Amount. Use all the Loan Amount strictly in accordance with the Use of Proceeds.
- (c) Performance. Perform and comply, in a timely manner with all terms, conditions, and provisions set forth in this Agreement. Borrower shall notify Lender immediately in writing of any default in connection with this Agreement.
- (d) Assets. The Borrower will with its best effort ensure that the value of its assets is sufficient to cover the indebtedness owed to the Lender.

5. Negative Covenants. Borrower covenants and agrees with Lender that, as long as this Agreement remains in effect, the Borrower will not, without the prior consent of Lender:

- (a) Continuity of Operations. Cease operations, enters into an insolvency process under the Insolvency Act 1986, merge, transfer, acquire, consolidate with any other entity.
- (b) Agreements. Enter into agreement containing any provisions which could be violated or breached by the performance of Borrower's obligations under this Agreement.
- (c) The Borrower shall not create or permit to subsist any Security Interest other than Permitted Security over any of its assets (whether present or future) without the prior consent of the Lender (not to be unreasonably withheld or delayed). Permitted Security is any lien arising in the ordinary course of trading or by operation of law including under any retention of title, hire purchase or similar arrangement. The Borrower shall not, either in a single transaction or in a series of transactions sell, transfer, licence, lease or otherwise dispose of all of its assets unless a Permitted Disposal or such disposal has the prior written approval of the Lender (not to be unreasonably withheld or delayed). For the purpose of this clause, a Permitted Disposal means any disposal (including by way of sale, transfer, licence or lease) on arm's length terms of cash or stock in the ordinary course of trading, of assets and intellectual property in exchange for replacement assets

of the equivalent or better type, value and quality, or that has been given prior written approval by the Lender, which is not to be unreasonably withheld or delayed.

6. Default. Default will occur if payment in full is not made immediately when due. If Default shall occur, and, at Lender's option, all indebtedness shall become due and payable. In addition, Lender shall have all the rights and remedies available in English Law All of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently.

7. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth in this Agreement or such address as subsequently modified by written notice.

8. Indemnity. Lender agrees to indemnify and hold harmless Borrower, and each of its employees, directors, agents and attorneys, from and against any and all loss, liability, claims, damages, costs and expenses (including any expense reasonably incurred in investigating, preparing or defending against any litigation commenced or threatened or any claim whatsoever) related to any misrepresentation or breach of warranty or breach of this Agreement by the Lender or in any other documents furnished by the Lender to the Borrower in connection with or for the purpose of this Agreement.

9. Amendment. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement and supersedes each course of conduct previously pursued or acquiesced in, and each oral agreement and representation previously made by the parties with respect thereto, whether or not relied or acted upon. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the parties sought to be changed or bound by the alteration or amendment.

10. Assignment. Lender shall not assign its rights under this Agreement or any interest therein, without the prior written consent of the Borrower.

11. Agreement Binding on Borrower's and Lender's Successors. The representations, warranties, covenants and agreements in this Agreement shall be binding on the Lender's and the Borrower's successors, assigns and heirs and shall inure to the benefit of the respective successor and valid assigns of the Borrower and Lender.

12. Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

13. Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring prior or subsequently. Any waiver, permit, consent or approval of any kind or character on the part of any party or any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

14. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions of the Agreement in its entirety.

15. DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless otherwise specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles and in effect on the date of this Agreement.

“Agreement” or “Loan Agreement” means this agreement signed herewith, and this Loan Agreement may be amended or modified from time to time by written agreement of the Parties and in accordance with clause 9.

“Borrower” means UHL Capital Ltd.

“Default” means the Default set forth in this Agreement in the section titled “Default”.

“Final Maturity Date” means the date on which all the indebtedness of the loan becomes due to be repaid unless extended prior.

“Indebtedness” means the indebtedness comprising the Loan Amount and interest.

“Lender” means the entity or person set forth in this Agreement in the section titled “Lender”

“Loan” means the Loan Amount.

“Assets” means all the Borrower’s assets, including its fixed assets, current assets and any assets pledged to the Borrower.

Signature Page

Individual Lender: Name (Print)

Signature

Date

Entity Lender: Name of Entity:

Name and Title of Representative:

Signature

Date

Borrower: UHL Capital Ltd.



Company Seal

05/09/ 2021

Date

Lender Initials SJS

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

公司名称: Name of the Entity: _____

公司电话: phone number: _____

公司地址: address: _____

公司代表姓名及职位: Name and Title of the Representative:

公司代表电话: phone number of the representative: _____

电子邮箱: email address of the Representative _____

公司税号: Tax ID Number: _____

Appendix B: Lender's Designated Person Wiring the fund (指定汇款人)

指定汇款人姓名 name: _____

电子邮箱 email address _____

电话号码 phone number: _____

居住地址 residential address: _____

指定汇款人的身份证明

[Redacted]

Appendix C: Lender's Designated Business Entity Wiring the Fund (指定汇款公司)

公司名称: Name of the Entity: _____

公司电话: phone number: _____

公司地址: address: _____

联系人姓名: Name of Contact Individual: _____

联系人邮箱: email address of the contact individual _____

税号: Tax ID Number: _____