



BNP Paribas – Standard Terms and Conditions (PRC)
法国巴黎银行 – 标准条款和条件（中国）

1. Definitions and Construction

定义和解释

(a) Terms not otherwise defined in the Facility Letter shall have the following meanings:

除非信贷函中另有定义，术语应具有如下含义：

"Acceptance Date" means the latest date on which the Facility Letter and these Standard Terms are accepted by all of the Borrowers as evidenced by their signatures on the Facility Letter.

“接受日”指所有借款人在信贷函上签字证明其接受信贷函以及本标准条款的最迟一日。

"Affiliates" means, in relation to any person, any company in which that person from time to time, directly or indirectly, has or controls a shareholding which represents 10% or more of the issued share capital of such company and any company in which that person is beneficial owner of at least 10% of the issued share capital (with respect to BNPP, including any head office or branch or sub-branch).

“关联方”指，就任何人士，该人士不时直接或间接拥有或控制代表已发行股本的 10%或以上持股的公司，和该人士作为至少 10%已发行股本的实益拥有人的任何公司（就法国巴黎银行而言，包括任何总部或分行或支行）。

"Alternative Currency" has the meaning given to that term in Clause 3 (*Drawings in an Alternative Currency*).

“替代货币”的含义见第三条（以替代货币提款）的定义。

"Applicable LPR" means:

- (i) In the case of a fixed rate Drawing, the latest available LPR on the date of the Proposed Drawing (or such other LPR as determined by BNPP in its sole discretion); and
- (ii) in the case of a floating rate Drawing, the latest available LRP on the first day of the relevant Interest Period (or such other LPR as determined by BNPP in its sole discretion).

“适用贷款市场报价利率”指：

- (i) 就固定利率提款而言，拟提款日可以获得的最新贷款市场报价利率或者由法国巴黎银行完全自主决定的所适用的的贷款市场报价利率；
- (ii) 就浮动利率提款而言，相关利息期首日可以获得的最新贷款市场报价利率或者由法国巴黎银行完全自主决定的所适用的的贷款市场报价利率。

"Base Currency" has the meaning given to that term in Clause 3 (*Drawings in an Alternative Currency*).

“基准货币”的含义见第三条（以替代货币提款）的定义。

"BNPP" has the meaning given to that term in the preamble of the Facility Letter.

“法国巴黎银行”的含义见信贷函前言的定义。

"Borrower(s)" means the borrowers of the Facility which are identified in Clause 1 (*The Obligors*) of the Facility Letter.

“借款人”是指信贷函第一条（债务人）下确定的融资的借款人。

"Business Day" means a day (other than a Saturday or Sunday) on which banks are generally open for general business in the PRC and, in relation to any date for payment or purchase of funds, the place where such funds are received in accordance with the Facility Letter and in the principal financial centre for the relevant currency of such funds.

“营业日”指在中国境内，和当涉及任何资金支付或购买日时，根据信贷函收取该资金的地方，以及相关货币的主要金融中心，银行通常经营一般性业务的任意一天（周六或周日除外）。



"Collection Account" has the meaning given to that term in Part 2 (*Additional Undertakings*) of Schedule 2 (*Additional Representations and Undertakings*) of the Facility Letter.

“收款账户”的含义见信贷函附件 2（额外陈述和承诺）第 2 部分（额外的承诺）下的定义。

"Cost of Funds" means, in relation to any amount in any currency, the rate determined by BNPP to be the cost of funding that amount in that currency for the relevant Interest Period (or if the relevant Interest Period is not available, for a term comparable to the relevant Interest Period), from whatever sources it may select, which determination may include without limitation any additional charges, market, regulatory or liquidity costs as BNPP may deem appropriate from time to time.

“**资金成本**”指就任何货币种类之任何金额而言，由法国巴黎银行决定作为相关利息期（或者如果没有相关利息期，则与相关利息期相当的期限）内自其可能选择的任何来源融入该货币金额成本的费率。对于资金成本的计算可能包括但不限于法国巴黎银行不时认定为适当的任何额外支出、市场、监管及流动性成本。

"Credit Support Provider(s)" means the credit support providers for the Facility which are identified in Clause 1 (*The Obligors*) of the Facility Letter.

“信贷支持提供者”是指指信贷函第一条（债务人）下确定的融资的信贷支持提供者。

"Current Account" means, for the purposes of an Overdraft Facility, any of a Borrower's accounts maintained with BNPP from time to time.

“活期账户”是指为了透支融资的目的，任何借款人不时在法国巴黎银行开立的账户。

"Direct Payment" has the meaning given to that term in Clause 3 (*Disbursement of Proceeds*) of the Facility Letter.

“自主支付”的含义见信贷函第三条（放款）下的定义。

"Drawing" means, in relation to a Facility, a drawing or the issuance of an instrument under that Facility.

“**提款**”指，就融资而言，在该融资项下提款或签发票据。

"Encumbrance" means: (a) a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; or (b) (i) a sale, transfer or disposal by an Obligor of (i) any asset on terms whereby it is or may be leased to or re-acquired by another Obligor or any other member of the Group or (ii) any receivables on recourse terms, or (ii) any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (iii) any other preferential arrangement having a similar effect, in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset.

“**权利负担**”指：(a)担保任何人士的任何债务的抵押、押记、质押、留置权或其他担保权益，或任何其他具有类似效力的协议或安排；或(b)债务人出售、转让或处置(i)任何资产（按资产乃或可由另一债务人或集团的任何其他成员租赁或重新收购的条款）或(ii)任何应收款项（按追索权条款），或(ii)银行或其他账户的金钱或利益可以运用、抵销或并入合并账户的任何安排，或(iii)任何其他具有类似效力的优惠安排，其中，订立有关安排或交易的主要目的为筹集金融负债或为收购资产提供资金。

"Entrusted Payment" has the meaning given to that term in Clause 3 (*Disbursement of Proceeds*) of the Facility Letter.

“受托支付”的含义见信贷函第三条（放款）下的定义。”

"Event of Default" means any event or circumstance (if any) that may be specified as such in Clause 5 below.

“**违约事件**”指下文第 5 条可能规定的任何事件或情形（如有）。

"Facility" has the meaning given to that term in Clause 2 (*The Facility/ies*) of the Facility Letter.

“融资”的含义见信贷函第 2 条（融资）下的定义。

"Facility Documents" means the Facility Letter (including all Schedules thereto, any amendment to the Facility Letter and these Standard Terms), any guarantee, any security or other credit support documents entered into pursuant to the terms of the Facility



Letter, any Other Trade Terms, any application forms in connection with any Facility and any other agreements between BNPP and any Obligor in connection with the Facility and/or the Facility Letter.

“**融资文件**”指信贷函（包括其所有的附件、修改和本标准条款）、根据信贷函条款而签订的任何保证、任何担保或其他信用支持文件、任何其他贸易条款、与任何融资相关的任何申请表格和法国巴黎银行和任何债务人之间与融资和/或信贷函相关的任何其他协议。

“**Facility Variation**” has the meaning given to that term in Clause 7 (*Miscellaneous*) of the Facility Letter.

“融资变更”的含义见信贷函第7条（其他）下的定义。

“**Financial Instrument Facility**” means any facility the details of which are set out in the “Financial Instrument Facility” part of Schedule 1 (*The Facility/ies*) of the Facility Letter.

“单证融资”是指详情在信贷函附件1（融资）的单证融资部分所载明的任何融资。

“**Foreign Debt Amount (Foreign Security Enforcement)**” means, in respect of a Borrower incorporated in the PRC, the total principal amount enforced under any security or guarantee provided by any entity incorporated outside the PRC or any foreign citizen (including stateless persons and Hong Kong, Macao and Taiwan passport holders) for the indebtedness of such Borrower owed to any creditor (calculated on the basis of the actual claimed principal amount under such security or guarantee and to the extent not repaid by such Borrower).

“**外债额（境外担保执行）**”指对于中国境内成立的借款人而言，任何中国境外成立的实体或外国公民（包括无国籍人士或香港、澳门和台湾护照持有者）为该借款人的债务向任何债权人提供的任何担保或保证的被执行本金总额（以该担保或保证项下实际被主张的本金额计算，且借款人未偿还该金额）。

“**Foreign Security**” means a mortgage, charge, pledge, lien or other security interest (for the purpose of these Standard Terms, including guarantees) or any other agreement or arrangement having a similar effect provided by or entered into with any entity incorporated outside the PRC or any foreign citizen (including stateless persons and Hong Kong, Macao and Taiwan passport holders) securing the obligation of any Borrower incorporated in the PRC.

“**境外担保**”指中国境外成立的任何实体或外国公民（包括无国籍人士和香港、澳门和台湾护照的持有人）提供或签订的抵押、押记、质押、留置权或其他担保权益（为了本标准条款之目的，包括保证）或任何有相似效果的其他协议或安排以担保中国境内的借款人的债务。

“**GAAP**” means, in respect of a non-PRC Obligor, generally accepted accounting principles in the jurisdiction of incorporation of the non-PRC Obligor; in respect of a PRC Obligor, the applicable accounting principles formulated by the Ministry of Finance of the PRC or any other competent governmental authority of the PRC.

“**公认会计准则**”指就非中国的债务人而言，其成立地所在司法辖区内普遍接受的会计准则；就中国的债务人而言，则为中国财政部或任何其他主管中国政府机构制定的适用的会计准则。

“**Group**” means the Borrower(s), the Credit Support Provider(s) (if any) and any of its/their subsidiaries.

“**集团**”指借款人、信用支持提供者（如有），及其任何子公司。

“**Group Member**” means any member of the Group.

“**集团成员**”指集团的任何成员。

“**Increased Costs**” means (i) a reduction in the rate of return from the Facility or on BNPP's (or its Affiliate's) overall capital (including without limitation as a result of any reduction in the rate of return on capital brought about by more capital being required to be allocated by BNPP); (ii) an additional or increased cost; or (iii) a reduction of any amount due and payable under any Facility Document, in each case which is incurred or suffered by BNPP or any of its Affiliates in connection with the Facility Documents.

“**增加成本**”指在各种情况下法国巴黎银行或其任何关联方产生或遭受的、与融资文件相关的(i)融资或法国巴黎银行（或其关联方）的总资本的收益率的降低（包括但不限于由于法国巴黎银行被要求配置更多的资本，该增加资本的收益率的任何降低）；(ii) 额外或增加的成本；或(iii)任何融资文件项下到期应付款项的削减。

“**Individual Facility Limit**” means, in relation to a Facility, the facility limit applicable to that Facility as set out in Schedule 1 (*The Facility/ies*) of the Facility Letter.

“**单项融资限额**”是指，就一项融资而言，信贷函附件1（融资）下所载明的适用该项融资的融资限额。



“Interest Period” has the meaning given to that term in Clause 2 (*The Facility/ies*) of the Facility Letter.

“计息期”的含义见信贷函第2条（融资）下的定义。

“Interest Rate” means, in relation to a Facility, the interest rate as set out in Schedule 1 (*The Facility/ies*) of the Facility Letter.

“利率”指，就一项融资而言，信贷函附件1（融资）所载明的利率。

“LIBOR” means, in relation to any Interest Period, the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) displayed at or around 11:00 am (London time) on pages LIBOR01 or LIBOR02 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; if such page or service ceases to be available, BNPP may specify another page or service displaying the relevant rate after consultation with the Borrower(s)) for the relevant currency and a term equivalent to the relevant Interest Period, or if there is no equivalent term the next longest term closest to the relevant Interest Period, for value on the first day of that period and if that rate is less than zero, LIBOR shall be deemed to be zero, provided that if no such rate is displayed or if a market disruption event occurs or any market circumstances prevail such that it is not possible to determine a rate, the rate shall be the Cost of Funds.

“LIBOR”指，就任何计息期间，在该期间首日，于上午11时（伦敦时间）或11时左右汤森路透屏LIBOR01或LIBOR02页面（或任何显示该利率的替代汤森路透页面，或替代汤森路透不时发布该利率的其他信息服务的适当页面；如果该页面或服务停止提供，经与借款人协商后法国巴黎银行可指定其他显示该利率的页面或服务）上所显示的与相关货币和计息期间等同期间的、由ICE Benchmark Administration Limited（或接任管理该利率的任何其他人士）管理的伦敦银行同业拆借利率，若没有该等同期间，则以其下一个最长且与计息期间最接近的期间为准。如果该利率小于零，LIBOR应被视为零。如果未显示该利率或市场发生紊乱事件或任何市场行情导致无法确定利率，则利率应为资金成本。

“Loan Disbursement Account” has the meaning given to that term in Clause 3 (*Disbursement of Proceeds*) of the Facility Letter.

“贷款支付账户”的含义见信贷函第3条（放款）下定义的含义。

“LPR” means the loan prime rate published by the National Interbank Funding Center at 9:30am (Beijing time) on the 20th day (or the following business day in case of a holiday) of each month. The LPR is displayed on the official websites of the PBOC and the National Interbank Funding Center. If no such rate is displayed or if a market disruption event occurs or any market circumstances prevail such that it is not possible to determine a rate, the rate shall be the Cost of Funds (or such other interest rate as determined by BNPP in its sole discretion).

“贷款市场报价利率”指每月20日（遇节假日顺延）上午9点30分（北京时间）全国银行间同业拆借中心公布的贷款市场报价利率，该利率会显示在中国人民银行和全国银行间同业拆借中心的官方网站上。如果未显示该利率或市场发生紊乱事件或任何市场行情导致无法确定利率，则利率应为资金成本或法国巴黎银行完全自主决定的其他利率。

“Material Adverse Effect” means a material adverse effect on (i) the business, operation, property, condition (financial or otherwise) or prospects of the Group taken as a whole; (ii) the ability of an Obligor to perform its obligations under the Facility Documents; or (iii) the validity or enforceability of the whole or any part of any Facility Document or any rights or remedies of BNPP under the Facility Documents.

“重大不利影响”指对以下各项的重大不利影响：(i)集团整体的业务、经营、财产、状况（财务或其他）或前景；(ii)债务人履行其融资文件项下义务的能力；或(iii)融资文件的整体或任何部分或任何法国巴黎银行根据融资文件享有的权利或救济的有效性或可执行性。

“Notice” has the meaning given to that term in Clause 2 (*The Facility/ies*) of the Facility Letter.

“通知”的含义见信贷函第2条（融资）下的定义。

“Obligor(s)” has the meaning given to that term in Clause 1 (*The Obligors*) of the Facility Letter.

“债务人”的定义见是信贷函第1条（债务人）下的定义。

“Other Trade Terms” means, in relation to any Financial Instrument Facility and/or any Trade Facility, the terms and conditions set out in (i) the relevant trade application forms (in BNPP’s standard form) between the Borrower and BNPP and/or (ii) any other agreements between the (relevant) Borrower and BNPP (including any BNPP’s conditions for issuance of documentary letters of credit, handling of export documents, issuance of trade instruments) in relation to that Facility.



“其他贸易条款”指，就任何单证融资及/或任何贸易融资而言，以下各项中规定的条款和条件：(i)借款人与法国巴黎银行之间与该融资有关的相关贸易申请表格（以法国巴黎银行的标准格式）及/或(ii）（相关）借款人与法国巴黎银行之间与该融资有关的任何其他协议（包括法国巴黎银行签发跟单信用证、处理出口文件、签发贸易票据的任何条件）。

“Outstanding Amounts” means (a) all monies advanced by BNPP (including amounts drawn under any Overdraft Facility (and not repaid)); (b) all liabilities (whether accrued or contingent) incurred by BNPP; and (c) all interest, fees, commissions, indemnities, costs and expenses (including legal fees) payable to BNPP, in each case under or in connection with the Facility Documents.

“未还款项”指在融资文件项下或与之相关的(a)法国巴黎银行发放的任何款项（包括透支融资项下提取（且没有偿还）的任何金额）；(b)法国巴黎银行发生的全部债务（无论应计的还是有的）；及(c)应付给法国巴黎银行的全部利息、收费、手续费、赔偿、费用和开支（包括律师费）。

“PBOC” means the People’s Bank of China or its local branches or sub-branches, as the case may be.

“中国人民银行”指中国人民银行，或视情况而定，其地方分行或支行。

“PRC” means the People’s Republic of China and, for the purpose hereof, PRC does not include Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan.

“中国”指中华人民共和国，但为本标准条款和条件之目的，不包括香港特别行政区、澳门特别行政区和台湾。

“SAFE” means the State Administration of Foreign Exchange of the PRC or its local counterparts, as the case may be.

“国家外汇管理局”指中国国家外汇管理局，或视情况而定，其地方机构。

“Sanctioned Country” means a country or territory that is, or whose government is, the subject of Sanctions broadly prohibiting dealings with such government, country or territory.

“受制裁国家”指任何国家或地区或者其政府是制裁的对象，即广泛禁止与该等政府、国家或地区进行交易。

“Sanctioned Person” means a person that is the subject or target of any Sanctions.

“受制裁人士”指为制裁对象或目标的人士。

“Sanctions” means any economic or trade sanctions or restrictive measures enacted, administered, imposed or enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the U.S. Department of State, the United Nations Security Council, the European Union (or any of its member states), the United Kingdom or Great Britain and Northern Ireland, the French Republic, Her Majesty’s Treasury, the Monetary Authority of Singapore or any other relevant sanctions authority.

“制裁”指由美国财政部海外资产控制办公室（OFAC）、美国国务院、联合国安理会、欧盟（或其任何成员国）、英国或大不列颠及北爱尔兰、法国、英国财政部、新加坡金融管理局，或任何其他相关制裁机关做出、管理、实施或执行的任何经济或贸易制裁或限制措施。

“Screen Rate” means LPR, LIBOR or such other screen rate as may be selected by BNPP from time to time.

“屏幕利率”是指贷款市场报价利率，LIBOR 或者其他法国巴黎银行不时选择的屏幕利率。

“Screen Rate Replacement Event” means, in relation to a Screen Rate:

- (i) the methodology, formula or other means of determining that Screen Rate has, in the opinion of BNPP and the Borrower, materially changed;
- (ii)
 - (1)
 - (A) the administrator of that Screen Rate or its supervisor publicly announces that such administrator is insolvent; or



(B) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Screen Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Screen Rate;

(2) the administrator of that Screen Rate publicly announces that it has ceased, or will cease, to provide that Screen Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Screen Rate;

(3) the supervisor of the administrator of that Screen Rate publicly announces that such Screen Rate has been or will be permanently or indefinitely discontinued; or

(4) the administrator of that Screen Rate or its supervisor announces that that Screen Rate may no longer be used;

(iii) the administrator of that Screen Rate determines that that Screen Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and the circumstance(s) or event(s) leading to such determination are not (in the opinion of BNPP and the Borrower) temporary; or

(iv) in the opinion of BNPP and the Borrower, that Screen Rate is otherwise no longer appropriate for the purposes of calculating interest under the Facility Documents.

“**屏幕利率替代事件**”是指，对于一个屏幕利率而言：

(i) 根据法国巴黎银行和借款人的判断，其计算方式，公式或者其他决定屏幕利率的方式，已经实质性变更；

(ii)

(1)

(A) 屏幕利率的管理人或监管人公开宣布其破产；或

(B) 无论何种命令、法令、通知、请愿或备案，无论如何描述，向法院、法庭、交易所、监管机构或类似的行政、监管或司法机构进行的备案均可合理地证实该屏幕利率的管理人已破产，
只要在任何情况下，在该等时刻没有管理人的继任者继续提供该屏幕利率。

(2) 该屏幕利率的管理人公开宣布，它已永久或无限期地停止或将停止提供该屏幕利率，并且届时没有任何管理人的继任者继续提供该屏幕利率；

(3) 该屏幕利率管理人的监管人公开宣布，该屏幕利率已经或将要永久或无限期停止；或

(4) 该屏幕利率的管理人或其监管人宣布该屏幕利率可能不会被使用；

(iii) 该屏幕利率的管理人决定，屏幕利率应根据其减少的提交或其他应急或后备政策或安排计算，而导致这种决定的情况或事件不是暂时性的（根据法国巴黎银行和借款人的判断）；或

(iv) 根据法国巴黎银行和借款人的判断，屏幕利率为了融资文件项下利率计算的目的不再合适。

“**Security**” means the security and/or support documents as set out in Clause 5 (*Security/Support*) of the Facility Letter.

“**担保**”指信贷函第 5 条（*担保/支持*）所载明的担保及/或支持文件。

“**Standard Terms**” has the meaning given to that term in the preamble of the Facility Letter.

“标准条款”的含义见信贷函前言下的定义。

“**Table**” has the meaning given to that term in Clause 2 (*The Facility/ies*) of the Facility Letter.

“表格”的含义见信贷函第 2 条（*融资*）下的定义。



"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest or amount payable in connection with any failure to pay or any delay in paying any of the same or the tax status of any person under any applicable laws) (and "Taxation" shall be construed accordingly).

“税款”指任何税负、征税、关税、课税或其他性质相似的费用或扣缴（包括任何与未付或延迟缴付或任何人士根据任何适用法律的纳税身份相关的应付罚金、利息或金额）（而且“税收”应当据此解释）。

"Total Facility Limit" has the meaning given to that term in Schedule 1 (*The Facility/ies*) of the Facility Letter.

“总融资限额”的含义见信贷函附件 1（融资）下的定义。

"Trade Facility" means any facility the details of which are set out in the "Trade Facility" part of Schedule 1 (*The Facility/ies*) of the Facility Letter.

“贸易融资”是指详情载明于信贷函附件 1（融资）的任何融资。

(b) Unless a contrary indication appears a reference to:

除非有相反的指示：

(i) a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) of two or more of the above;

所提及的“人士”包括任何个人、公司、企业、政府、国家或国家代表机构或任何上述两者或两者以上构成的联合、信托或合伙（不论是否有独立法人人格）；

(ii) a provision of law is a reference to that provision as amended or re-enacted from time to time; and

所提及的法律的某一规定指该规定以及经不时修订或重新制定的该规定；以及

(iii) any document refers to that document as amended, varied, supplemented or replaced from time to time.

所提及的任何文件指该文件本身以及经不时修改、变更、补充或替换的该文件。

(c) "USD" denotes the lawful currency of the United States of America. "AUD" denotes the lawful currency of Australia. "GBP" denotes the lawful currency of the United Kingdom. "NZD" denotes the lawful currency of New Zealand. "SGD" denotes the lawful currency of Singapore. "HKD" denotes the lawful currency of Hong Kong. "RMB" denotes the lawful currency of the PRC). "EUR" means the single currency unit of the member states of the European Union that adopt or have adopted the "euro" as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union.

“美元”指美利坚合众国法定货币。“澳元”指澳大利亚法定货币。“英镑”指英国的法定货币。“新西兰元”指新西兰法定货币。“新币”指新加坡法定货币。“港币”指香港法定货币。“人民币”指中国法定货币。“欧元”指根据欧盟经济货币联盟的立法，采用或已经采用“euro”作为其法定货币的欧盟成员国的单一货币单位。

2. The Facility

融资

With respect to a Financial Instrument Facility, a Trade Facility or similar facility, BNPP is hereby authorised to honour all documents drawn or purporting to be drawn and presented under such Facility issued by BNPP. BNPP shall at all times be entitled to make any payment for which a demand has been made without further investigation or enquiry and need not be concerned with the propriety of any claim made or purported to be made under and in the manner required by the terms of such Facility; accordingly, it shall not be a defence to any demand made of any Obligor under the Facility Documents, nor shall any of such Obligor's obligations under the Facility Documents be affected or impaired by the fact, that BNPP was or might have been justified in refusing payment, in whole or in part, of the amounts so claimed.

就单证融资、贸易融资或类似融资，法国巴黎银行在此获授权对所有根据法国巴黎银行发放的该融资项下所签发或拟签发和呈递的单据进行承兑。法国巴黎银行应当始终有权对于提出的付款要求进行支付，而无需进一步调查和问询，且无需关注任何根据该融资的条款所规定的方式做出的索赔或声称做出的索赔的适当性；相应地，若法国巴黎银行有或可能有合理理由拒绝支付全部或部分所主张的款项，该事实不可成为融资文件项下对任何债务人的任何请求的抗辩，且融资文件项下债务人的义务也不应因此而遭受影响或减损。



For each part of the Trade Facility, "Drawing" or "Drawdown" or any equivalent term is deemed to include any amount paid or incurred (including contingently) by BNPP in connection with the relevant instrument issued, discounted or negotiated, or loan made, for which BNPP has not received reimbursement, whether or not any Obligor has requested BNPP to pay or incur that amount.

对于贸易融资的各个部分，“提款”或者“支取”或任何等效术语被视为包括因出具、贴现或议付票据或提供贷款而法国巴黎银行支出或承担（包括或有的情形）的金额，且法国巴黎银行就该金额未收到偿付，且不论债务人是否已经要求法国巴黎银行支付或承担该金额。

BNPP shall not be responsible to ensure that the Facility is used for the purposes set out in the Facility Documents.

法国巴黎银行无义务确保融资用于融资文件中规定的用途。

3. Drawings in an Alternative Currency

以替代货币提款

The Facility is made available in the currency identified in the Table (the "Base Currency") but, if requested by the Borrower(s), BNPP may, subject to availability of funds and applicable laws, regulations and rules, make any individual Facility available in such other currencies as BNPP may agree from time to time (each an "Alternative Currency").

融资将以表格中标明的货币（“基准货币”）提供，但若借款人请求，法国巴黎银行可根据资金的可提供性和适用法律、法规和规则，以法国巴黎银行可能不同意的其他货币（各称为“替代货币”）提供任何单项融资。

Unless otherwise agreed between the Borrower(s) and BNPP, any payment of principal or interest payable in connection with a Drawing denominated in an Alternative Currency is payable in the same Alternative Currency.

除非借款人和法国巴黎银行之间另有约定，否则任何与以替代货币计价的提款有关的本金或利息的支付均以相同的替代货币支付。

If one or more Drawings are denominated in an Alternative Currency and on the Business Day prior to the date upon which any principal, interest, commission or fee is payable under the Facility and/or such other date as determined by BNPP (the "Relevant Date"), BNPP determines that the aggregate Drawings under an individual Facility exceed its Individual Facility Limit, the Borrower(s) shall, at the request of BNPP, repay an amount of the relevant individual Facility or provide cash pledge in respect of relevant contingent liabilities on the Relevant Date. The amount of such repayment or cash pledge shall be an amount sufficient to ensure that following such repayment or receipt of cash pledge the aggregate Drawings under each individual Facility do not exceed its Individual Facility Limit.

如果一笔或多笔的提款以替代货币计价，且于根据融资应付任何本金、利息、佣金或费用的日期及/或法国巴黎银行确定的其他日期之前的一个营业日（“相关日期”），法国巴黎银行确定单项融资下的累计提款超过其单项融资限额，借款人应当在法国巴黎银行的要求下，于相关日期偿还相关单项融资的金额或为相关或有债务提供现金质押。该偿还或现金质押的金额应足够确保在该偿还或提供现金质押后各单项融资项下的累计提款不超过其单项融资限额。

In determining whether the aggregate Drawings under an individual Facility exceed its Individual Facility Limit, BNPP shall convert any Drawings in an Alternative Currency into the Base Currency at a rate determined by BNPP in its absolute discretion.

在确认单项融资项下的累计提款是否超过其单项融资限额时，法国巴黎银行应按完全依自行判断确定的汇率将任何提款金额从替代货币兑换成基准货币。

If the Borrower(s) provide cash pledge, the relevant Borrower(s) shall deposit the relevant amount in an account opened for pledge purposes in the name of the relevant Borrower(s) and maintained with BNPP. Without prejudice to the terms of any security document which the Borrower(s) may have signed with BNPP, until there are no Outstanding Amounts under the relevant Facility, withdrawals from the account(s) may only be made to pay BNPP amounts due and payable to it under the Facility Documents in respect of the relevant Facility.

如果借款人提供现金质押，相关借款人应将相关金额存入以相关借款人名义就质押用途开立并于法国巴黎银行保持的账户。在不损害借款人可能与法国巴黎银行签署的任何担保文件的条款的情况下，在相关融资下没有未还或可能未还的款项之前，从账户的提款只能根据相关融资的融资文件用于支付应付法国巴黎银行的到期款项。

In the event BNPP is unable or it is impracticable for BNPP to grant or continue to grant all or any part of the Facility in the Base Currency by reason of any of the following:

如果法国巴黎银行因下列任一理由无法以基准货币提供或继续提供全部或部分融资，或该提供实际上是不可实行的：

- (a) changes in national or international financial, political or economic conditions or currency availability or exchange rates or exchange controls; or



国内和国际的金融、政治或经济形势，或者货币流通性、汇率或外汇管制发生变化；或

- (b) it becomes unlawful, illegal or contrary to or additional conditions have been imposed by any laws, regulations, directives, ruling or guidelines of any governmental or non-governmental or statutory authority for BNPP to grant or continue to grant the Facility in the Base Currency,

依照任何政府或非政府部门或法定机关的法律、规章、指令、命令或指引，法国巴黎银行以基准货币提供或继续提供任何融资的行为变为非法、违法或与法相悖，或者对该行为施加了附加条件，

then notwithstanding any other provision of the Facility Documents, BNPP shall have the right in its absolute discretion to convert the Base Currency into an Alternative Currency as selected by BNPP, with prior notice to the Borrower to the extent reasonably possible.

则尽管融资文件有任何其他规定，在合理可能的范围内事先通知借款人后，法国巴黎银行应有权完全自行决定将基准货币兑换为法国巴黎银行所选择的替代货币。

4. Interest

利息

Interest shall accrue daily on the principal amount outstanding under the relevant Facility on the basis of actual number of days elapsed and a year of 360 or 365 days (depending on the relevant currency (as determined by BNPP)).

相关融资项下未偿付本金应当以实际经过天数和一年 360 天或 365 天（取决于相关货币（由法国巴黎银行确定））为基础按日计算利息。

BNPP may, for its convenience, consolidate outstanding Interest Periods in respect of different Drawings under the same Facility to ensure that the relevant Drawings have the same repayment date.

法国巴黎银行可以，为其自身便利，合并同一融资项下关于不同提款的剩余计息期间，以确保相关提款的还款日为同一日。

In relation to the Facility denominated in RMB (if applicable), if there is a change in the laws or regulations with respect to the determination of the interest rate for RMB loans after the date of the Facility, to the fullest extent permitted by the applicable laws and regulations, BNPP shall have the right (but not obligation) to adjust the applicable interest rate accordingly. The new applicable interest rate as adjusted by BNPP shall be applied from the beginning of the next interest period unless otherwise notified.

有关以人民币计价的融资（如适用），如果关于确定人民币贷款利率的法律、法规在融资日后有所变化，在适用法律法规允许的最大范围内，法国巴黎银行应当有权（但无义务）相应调整适用利率。除非另行通知，法国巴黎银行调整的新适用利率应在下一个计息期间开始时启用。

Without prejudice to any other provision of any Facility Document (including, in particular, this Clause 4), each party to any of the Facility Documents acknowledges and agrees for the benefit of the other parties to the Facility Documents that:

- (a) IBOR benchmarks (such as LPR and LIBOR) (A) may be subject to methodological or other changes which could affect their value, (B) may not comply with applicable laws and regulations (such as the Regulation (EU) 2016/1011 of the European Parliament and of the Council, as amended (the EU Benchmarks Regulation)) and/or (C) may be permanently discontinued; and

- (b) the occurrence of any of the aforementioned events and/or a Screen Rate Replacement Event may have adverse consequences which may materially impact the economics of the financing transactions contemplated under the Facility Documents.

在不影响融资文件其他条款的情况下（包括，特别是第 4 条），为了融资文件其他方的利益，融资文件的各方知悉且同意：

- (a) IBOR 基准（例如贷款市场报价利率和 LIBOR）（A）可能受到可能影响其价值的方法或其他变化的影响，（B）可能不符合适用的法律和法规（例如欧洲议会及欧洲理事会的(EU)2016/1011 号条例(经修订)（欧盟基准条例））和/或（C）可能永久终止使用；和
- (b) 任何前述事件和/或一个屏幕利率替代事件的发生可能产生不利后果，而可能对融资文件下拟进行的融资交易的经济效益产生严重影响。



5. Right of Review

审查权

Notwithstanding any other provision of the Facility Documents, the availability of the Facility is subject to review by BNPP at any time and BNPP reserves the right at any time (and without notice to any Obligor), to:

尽管融资文件另有规定，法国巴黎银行可以在任何时候对融资的可提供性进行审查，且法国巴黎银行保留权利在任何时候（不经通知任何债务人）：

- (a) decline to allow any Drawing under any Facility to proceed; and/or
拒绝融资项下的任何提款；及/或
- (b) terminate, cancel (in whole or in part) and/or amend any Facility (including, without limitation, reducing or suspending, in whole or in part, that Facility) and/or amend the provisions of the Facility Documents; and/or
终止、取消（全部或部分）及/或修改任何融资（包括但不限于减少或暂停全部或部分融资）及/或修改融资文件的条款；及/或
- (c) declare all or any part of the Outstanding Amounts to be due and payable at any time and demand their immediate repayment; and/or
在任何时候宣布全部或者任何部分的未还款项到期且应付，并且要求立即偿还；及/或
- (d) enforce its rights under the Security and/or Foreign Security (where applicable); and/or
要求执行其于担保项下的权利及/或境外担保（如适用）；及/或
- (e) with respect to each bank guarantee, letter of credit, bond and other relevant instrument issued by BNPP or its Affiliate under the Facility, require the Borrower(s) to:
就法国巴黎银行或其关联方根据融资签发的每份银行保函、信用证、债券及其他相关票据，要求借款人：
 - (i) procure another bank to issue a bank guarantee, letter of credit, bond or other relevant instrument to replace each such instrument issued by BNPP;
促使其他银行签发一份银行保函、信用证或其他相关票据以替换法国巴黎银行签发的每份该等票据；
 - (ii) procure another bank satisfactory to BNPP to issue a counter-guarantee in favour of BNPP in a form satisfactory to BNPP; and/or
促使令法国巴黎银行满意的其他银行签发一份形式上令法国巴黎银行满意的以法国巴黎银行为受益人的反担保函；和/或
 - (iii) provide immediate cash pledge,
立即提供现金质押；

in each case of (i), (ii) and/or (iii) to cover the full liabilities of BNPP under each such instrument issued by BNPP under the Facility (inclusive of interest, costs, charges and expenses) and in each case if the Borrower(s) fail(s) to comply with any such requirement of (i), (ii) and/or (iii), BNPP shall be entitled to exercise the right of lien and set off against any sums or securities held in any accounts of the Borrower(s) with BNPP and for that purpose BNPP shall be entitled to debit and/or block the relevant accounts of the Borrower(s).

在(i)、(ii)及/或(iii)中的每一种情况下能够偿还法国巴黎银行在其根据融资签发的每份有关票据项下的全部责任（包括利息、费用、收费和开支）并且在任何情况下若借款人未能遵守第(i)、(ii)及/或(iii)中的任何要求，法国巴黎银行有权对借款人在法国巴黎银行处开立的账户中的所有款项或持有的所有证券行使留置权并进行抵销，为该等目的，法国巴黎银行可以借记及/或锁定借款人的相关账户。

Events of default

违约事件



BNPP may exercise any of its rights pursuant to this Clause 5 at any time and under any events or circumstances including (but not limited to) (jointly, the “**Events of Default**” and each an “**Event of Default**”):

法国巴黎银行可以在任何时间和任何事件或情况下（包括但不限于）以下情形（统称为“**违约事件**”，且分别称为一件“**违约事件**”）根据本第5条行使其任何权利：

- (a) Any failure by any Obligor to pay when due any principal, interest, fee or any other amount payable in connection with the Facility or pursuant to a Facility Document, or provide any security as requested by BNPP in accordance with the Facility Documents, or any failure by any Obligor to comply with any other provision under the Facility Documents.

任何债务人未能支付任何到期本金、利息、费用或与融资有关或根据融资文件应付的任何其他金额，或者任何债务人未能根据法国巴黎银行根据融资文件提出的要求提供任何担保的，或任何债务人未能遵守融资文件的任何条款的。

- (b) The occurrence of any event of default (howsoever described) or acceleration event under any other agreement to which any Obligor is a party or any agreement relating to its indebtedness.

任何债务人为一方的任何其他协议或与任何债务人债务有关的任何协议项下的任何违约事件（无论如何定义）或加速事件的发生。

- (c) Utilisation of any amount drawn under the Facility for the purposes other than those agreed under the Facility Letter.

融资项下提取的任何金额未按信贷函约定的用途使用。

- (d) Payment of the proceeds of any Drawing as instructed by the Borrower(s) is not in compliance with the relevant provision of the Facility Letter.

借款人指示的任何提款的支付与信贷函的相关规定不符。

- (e) Any representations and warranties made under the Facility Documents, or any documents, data or information provided by any Borrower and/or Obligor to BNPP is proved to be untrue, incorrect or incomplete, or any undertaking and/or financial covenants made by the Borrower and Obligor in the Facility Documents is not complied with.

融资文件下的任何陈述和保证或任何借款人及/或债务人提供给法国巴黎银行的任何文件、数据或信息被证实为不真实、不准确或不完整，或融资文件中借款人和债务人所做的任何承诺和/或财务保证未被遵守。

6. Prepayment

提前还款

Any notice of prepayment given pursuant to the terms of the Facility Letter shall be irrevocable and shall specify the date upon which the relevant prepayment is to be made and the amount to be prepaid.

任何按照信贷函的条款所做出的提前还款通知应当是不可撤销的，并且应当明确相关提前还款的日期以及提前还款的金额。

7. Default Interest

违约利息

In relation to any Facility denominated in a currency other than RMB (if applicable), default interest is payable on unpaid amounts at the rate of 2% per annum above the Interest Rate (or other relevant applicable rate or commission as determined by BNPP, such as Cost of Funds plus a certain margin as determined by BNPP) for the relevant Facility (“**Default Rate**”).

就以人民币之外的货币计价的任何融资（如适用），相关融资的未偿还款项的年应付违约利息应比利率（或法国巴黎银行确定的其他相关适用利率或手续费，例如融资成本加一定的利差）上浮2个百分点（“**违约利率**”）。

In relation to the Facility denominated in RMB (if applicable), BNPP may charge overdue interest/penalty interest on any amount not paid by any Borrower under any Facility Document when due, or on any amount used for any purposes other than those stipulated in any Facility Document until all amounts owing by the Borrower(s) to BNPP have been duly paid in full, as follows:

就以人民币计价的融资（如适用），法国巴黎银行可以对任何融资文件项下任何借款人未偿还的到期金额或任何未按照任何融资文件所规定的用途使用的金额收取逾期利息/罚息，直到借款人向法国巴黎银行全部偿还所有款项为止，具体如下：

- (a) for overdue amounts: 150% of the interest rate applicable to the Facility (“**RMB Overdue Rate**”); and



对于逾期金额：融资适用的利率的 150%（“人民币逾期利率”）；和

(b) for the misappropriated amounts: 200% of the interest rate applicable to the Facility ("RMB Misappropriation Rate").

对于挪用的金额：融资适用的利率的 200%（“人民币挪用利率”）。

If there is any amount paid or incurred (including contingently) by BNPP under any Facility for which BNPP has not received reimbursement, the RMB Overdue Rate shall mean 150% of the relevant interest rate applicable to the Drawing (or such other interest rate as determined by BNPP in its sole discretion) from and including the date when BNPP pays or incurs such amount to and excluding the date when BNPP is fully reimbursed by the Borrower(s).

如果在任何融资下法国巴黎银行（包括或有）支付或产生任何款项而并未得到偿付的，自法国巴黎银行支付或产生该款项之日（包含该日）起至借款人全额偿付法国巴黎银行该款项之日止（不包含该日）的期间内，借款人支付的人民币逾期利率是指提款适用的相关利率或法国巴黎银行决定的其他利率的 150%。

If by reason of a change in the relevant laws or regulations occurring after the date of the Facility Letter, the RMB Overdue Rate or the RMB Misappropriation Rate no longer falls within the range of the overdue interest rate or the penalty interest rate for misappropriation then published by PBOC, the RMB Overdue Rate or, as the case may be, the RMB Misappropriation Rate shall, starting from the date such change in the relevant laws or regulations becomes effective, be such other rate(s) notified by BNPP to the Borrower(s) in writing.

如果因信贷函出具日期后相关法律法规发生变化，人民币逾期利率或人民币挪用利率不在中国人民银行公布的针对逾期利率或挪用的罚息利率的范围内，则人民币逾期利率或人民币挪用利率（视情况而定）应当自该相关法律法规发生变化之日起为由法国巴黎银行书面通知借款人的其他利率。

In the event that PBOC no longer requires that the RMB Overdue Rate and/or the RMB Misappropriation Rate shall be levied in accordance with the requirements of PBOC, then such interest shall be levied at a rate determined by BNPP from time to time in its absolute discretion.

如果中国人民银行不再要求根据其规定的人民币逾期利率和/或人民币挪用利率征收违约利息，则该利息应当以法国巴黎银行不时全权决定所确定的利率进行征收。

If any Obligor fails to pay any amount payable by it under a Facility Document on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the Default Rate or the RMB Overdue Rate, as the case may be. Any default interest is immediately payable on demand.

如果任何债务人在到期日未能偿还其融资文件项下的任何数额的应付款项，未偿还金额的利息应以违约利率或人民币逾期利率（视情况而定）从到期日开始持续计算到实际付款日（包括判决前和判决后）。任何违约利息一经要求即成为应付。

8. Payments

付款

All payments to be made under the Facility Documents shall be paid (i) in immediately available, freely transferable funds to such account(s) with such bank(s) and in such currency as BNPP may notify to the Obligor(s); (ii) exclusive of any Tax; and (iii) without any set-off or counter-claim and free and clear of any withholding or deduction (including, but not limited to, in respect of Tax) except as required by law. If any deduction (including, but not limited to, in respect of Tax) is made, the amount of payment due shall be increased to an amount which, after making such deduction, leaves an amount equal to the payment which would have been due if no deduction had been required. The Borrower(s) shall provide BNPP with such evidence as BNPP may require (including certified copies of all relevant receipts) that such deduction or payment has been made to the relevant authority.

所有融资文件项下的付款应当(i)以立即可用并能自由转让的资金，并以法国巴黎银行可能通知债务人的货币支付到法国巴黎银行可能通知债务人的银行账户；(ii)不含任何税款；及(iii)除非法律另有要求，不得对其（包括但不限于就税款）抵销或反请求且免受任何扣缴或扣减。如果（包括但不限于就税款的）任何扣减已做出，到期付款总额将增加到如同未进行该等扣减的应付金额相等的金额。如法国巴黎银行要求，借款人应当提供该证明（包括经认证的所有相关收据的副本）以证明该扣减或支付已经向有关机关做出。

Any payment under the Facility Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

根据融资文件在非营业日到期应付的任何款项应在同一日历月的下一个营业日（如有）支付，如无下一个营业日，则在前一个营业日支付。

Unless otherwise agreed between the Borrower(s) and BNPP, all fees and commissions payable are non-refundable (regardless of whether and to what extent the Facility may have been drawn or is subsequently withdrawn) and exclusive



of any Tax or similar charges and shall be calculated on the basis of actual days elapsed and a year of 360 or 365 days (depending on the relevant currency (as determined by BNPP)).

除非借款人和法国巴黎银行之间另有约定，所有应付的费用和手续费不可退回（无论融资是否被提取，以及提取多少，也无无论融资是否之后又退回），并且不含税款或类似费用。该应付的费用和手续费根据实际经过的天数且一年以360天或365天（根据法国巴黎银行决定的相关币种决定）计算。

9. Representations and Warranties

陈述和保证

Each Borrower represents and warrants to BNPP that:

各借款人对法国巴黎银行做如下陈述与保证:

- (a) (*status*) it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation;

(身份) 其根据成立地所在司法辖区的法律合法成立并有效存续;
- (b) (*binding obligations*) the obligations expressed to be assumed by it in the Facility Documents are legal, valid, binding and enforceable obligations;

(约束义务) 借款人在融资文件中明确表示承担的义务是合法、有效、有约束力和可被执行的;
- (c) (*non-conflict*) the entry into, acceptance and performance by it of, and the transactions contemplated by, the Facility Documents do not and will not (i) conflict with any law or regulation applicable to any Obligor or its constitutional documents; (ii) cause any limitation on any Obligor or the powers of its directors (where applicable), whether imposed by or contained in any law, order, judgment, agreement, instrument or otherwise to be exceeded; (iii) conflict with any agreement or instrument binding upon any Obligor or any of its assets; or (iv) result in the creation or imposition of any lien, charge, security, interest or other encumbrance over any assets of any Obligor other than those created pursuant to the Facility Documents;

(不冲突) 借款人签订、接受和履行融资文件并且从事融资文件拟进行的交易不会(i)与对任何债务人适用的任何法律法规或其章程性文件相冲突; (ii)造成对任何债务人或其董事(如适用)权力的任何限制的超越, 不论该限制由任何法律、命令、判决、协议、票据或其他施加或包含其中; (iii)与对任何债务人或其任何资产有约束力的任何协议或票据相冲突; 或(iv)在任何债务人的任何资产上创设或施加任何留置权、押记、担保、权益或其他权利负担, 根据融资文件所创设的除外;
- (d) (*power and authority*) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Facility Documents and the transactions contemplated by the Facility Documents;

(权力和授权) 借款人有权签订、履行和交付并且已采取一切必要措施授权其签订、履行和交付融资文件和融资文件拟进行的交易;
- (e) (*sanctions*) none of the Obligors, any of their subsidiaries, their respective directors or officers, or, to the best of its knowledge, any of their Affiliates, agents, or employees is a person, that is, or is owned or controlled by a person that is, or is likely to become (i) a Sanctioned Person or (ii) located, organised or resident in a Sanctioned Country;

(制裁) 债务人、其任何子公司、其各自的董事或管理人员, 或据债务人所知, 债务人的任何关联方、代理人或雇员都不是、非受控于、不会成为下述人士, 或由该等人士拥有: (i)任何受制裁人士或(ii)位于、成立于或居住于任何受制裁国家。
- (f) (*anti-bribery, anti-corruption and anti-money laundering*) none of the Obligors, any of their subsidiaries, their respective directors or officers, or, to the best of its knowledge, any of their Affiliates, agents or employees has engaged in any activity or conduct which would violate any applicable anti-bribery, anti-corruption or anti-money laundering laws, regulations or rules in any applicable jurisdiction and it has instituted and maintains policies and procedures designed to prevent the violation of such laws, regulations and rules;

(反贿赂、反腐败和反洗钱) 债务人、其任何子公司、其各自的董事或负责人, 或据债务人所知, 债务人的任何关联方、代理人或雇员, 都没有在任何司法辖区区域内进行任何可能违反适用的反贿赂、反腐败或反洗钱法律、法规或规则的行为, 并且债务人已制定并且保持旨在防止违反该等法律、法规和规则的政策和程序;



- (g) (*validity and admissibility*) all authorisations, consents, approvals, resolutions, licences, exemptions, filings, notarisations, lodgements or registrations required or desirable in connection with (i) its entry into and compliance with its obligations under the Facility Documents; (ii) to make the Facility Documents admissible in evidence in its jurisdiction of incorporation; and (iii) for it and its subsidiaries to carry on their business, have been obtained or effected and are in full force and effect;
- (效力和容许性) 所有就下列事项需要或可取的授权、同意、批准、决议、许可、豁免、备案、公证、提交或登记已经取得或生效并且一直具有完全的效力: (i)借款人签订融资文件并遵守融资文件项下的义务; (ii)使融资文件在借款人成立地的司法辖区内为可容许的证据; 和(iii)为借款人和其子公司开展业务;
- (h) (*no Event of Default*) no Event of Default (if any specified in Clause 5 above) is continuing or might reasonably be expected to result from the making of any Drawing;
- (无违约事件) 无违约事件(如上文第5条有任何规定)处于持续状态或可以合理地被认为是由于任何提款所造成;
- (i) (*solvency*) no steps have been taken or are being taken to appoint a receiver and/or manager or judicial manager, liquidator of any Obligor or (where an Obligor is an individual) trustee in bankruptcy or official assignee or any other such official of any Obligor or over any part of the assets of any Obligor or to wind up any Obligor; and
- (清算) 未采取任何行动或正在采取任何行动任命任何接管人和/或管理人或司法管理人, 以及任何债务人的清算人或(债务人是个人的情形) 债务人的破产受托人、法定受让人或任何其他该等特殊职能人员, 或在任何债务人任何部分资产上指定上述人员, 或令任何债务人停业; 及
- (j) (*financial statements*) each Obligor's most recent audited financial statements and (if any) audited consolidated financial statements delivered to BNPP pursuant to the Facility Documents present a true and fair view of the financial position and operations of that Obligor and its subsidiaries as at the date to which they were drawn up and have been prepared in accordance with GAAP, consistently applied.
- (财务报表) 各债务人根据融资文件呈递给法国巴黎银行的最近经审计的财务报表和合并财务报表(如有)真实和公允地反映了该债务人和其子公司在报告出具日的财务状况和经营, 并且其根据公认会计准则编制并一贯适用公认会计准则。

10. Undertakings

承诺

Each Borrower undertakes for so long as the Facility subsists that:

各借款人承诺在融资存续期间:

- (a) (*ranking of obligations*) its payment obligations under the Facility Documents shall at all times rank at least equally and rateably with all its other unsecured and unsubordinated indebtedness, except for obligations mandatorily preferred by law applying to companies generally;
- (义务顺位) 其融资文件项下的支付义务的顺位应始终至少等同于其所有其他无担保非从属负债, 除非该义务是根据普遍适用于公司的法律强制优先的;
- (b) (*compliance with laws*) it shall comply in all respects with all applicable laws and it shall obtain and maintain in full force and effect any authorisation, consent, registration, approval required in connection with the performance of its obligations under the Facility Documents and to ensure the legality, validity and enforceability or admissibility in evidence of the Facility Documents in any applicable jurisdiction;
- (遵守法律) 其应在所有方面遵守所有适用法律, 应获得并保持履行其融资文件项下义务所需的任何授权、同意、登记、批准充分有效, 并确保融资文件在任何适用司法辖区内是合法、有效、可强制执行或可作为证据的;
- (c) (*other information*) it shall provide BNPP with such information relating to its business, finances, operation and management or any other information which BNPP may reasonably request from time to time;
- (其他信息) 其应向法国巴黎银行提供与其业务、财务、经营和管理有关的信息或法国巴黎银行可能不时合理要求的任何其他信息;
- (d) (*nature of business*) no substantial change shall be made to the general nature of its business from that carried on at the date of the Facility Letter;



(业务性质) 其在信贷函日期所经营业务的总体性质不应做出实质变更;

- (e) (*notice of default*) it shall notify BNPP in writing of any event or circumstance which constitutes a default under any agreement binding upon it (including the Facility Documents) and which has or is reasonably likely to have a Material Adverse Effect (and, in each case, the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence;

(违约通知) 当知晓构成对其有约束力的任何协议 (包括融资文件) 项下已经或可能合理地导致重大不利影响的违约的任何事件或情况 (以及各个事件所采取的补救措施, 如有) 发生时, 应立即书面通知法国巴黎银行;

- (f) (*notice of proceedings*) it shall promptly notify BNPP in writing of any litigation, arbitration or administrative proceedings started or threatened against it which, if adversely determined, has or is reasonably likely to have a Material Adverse Effect;

(程序通知) 对其已提起或威胁提起任何诉讼、仲裁或行政程序, 若其不利结果合理预期具有或可能具有重大不利影响, 其应立即书面通知法国巴黎银行;

- (g) (*sanctions*) it will not, directly or indirectly, use the proceeds of any Drawing, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person (i) to fund any activities or business of or with any person, or in any country or territory, that, at the time of such funding, is, a Sanctioned Person or a Sanctioned Country, or (ii) in any other manner that would result in a violation of Sanctions by any person;

(制裁) 其不会以下列方式, 直接或间接的使用提款下的资金, 或向任何子公司、合资企业的合伙方或其他人士出借、出资或以其他方式提供该等资金: (i)如果在提供资金时相关人士或国家、地区是受制裁人士或受制裁国家, 向任何该等人士或或在任何该等国家或地区内的任何活动或业务提供资金; 或(ii)可能导致任何人士违反制裁的任何其他方式;

- (h) (*reorganisations*) it shall not without prior notice to BNPP undertake or permit (i) any amendment of its present constitution which, directly or indirectly, affects its corporate existence and will result in it ceasing to exist as a solvent surviving entity or which has or is reasonably likely to have a Material Adverse Effect or (ii) any other scheme or compromise or arrangement with any creditor of any member of the Group which has or is reasonably likely to have a Material Adverse Effect;

(重组) 在未事先通知法国巴黎银行的情况下, 其不应承诺或许可(i) 对其目前架构的任何改变或重构, 直接或间接影响其公司存在并将导致其不再为有偿付能力的存续实体, 或具有或可能具有重大不利影响或 (ii) 与集团任何成员的任何债权人的任何计划、妥协或安排, 该计划、妥协或安排具有或可能具有重大不利影响;

- (i) (*GAAP*) it shall procure that each set of financial statements delivered to BNPP pursuant to the Facility Documents is prepared in accordance with GAAP, and shall inform BNPP of any change in GAAP and shall deliver all necessary information in order for BNPP to assess the new financial condition of each Obligor and its subsidiaries;

(公认会计准则) 其应促使按照融资文件交付法国巴黎银行的各套财务报表是根据公认会计准则编制的, 并应通知法国巴黎银行对公认会计准则的任何更改, 并应交付所有必需信息以便法国巴黎银行评估各债务人及其子公司的新财务条件;

- (j) (*know-your-customer*) it shall promptly, upon the request of BNPP, supply or procure the supply of such documentation and other evidence as is reasonably requested by BNPP in order for BNPP to carry out all necessary “know-your-customer”, “know-your-transaction” or other similar checks on customers or transactions under all applicable laws for the purposes of the transactions contemplated in the Facility Documents;

(了解你的客户) 其应根据法国巴黎银行的要求立即提供或促使提供法国巴黎银行合理要求的该文件和其他证据以便法国巴黎银行进行所有必需的“了解你的客户”、“了解你的交易”或所有适用法律项下为融资文件拟进行的交易之目的对客户或交易的其他类似核查;

- (k) (*immunity from suit*) it will not claim immunity from suit, execution, attachment or other legal process in any proceedings taken in its jurisdiction of incorporation in relation to any Facility Document;

(诉讼豁免) 其不会在其注册地的司法辖区内与任何融资文件有关的任何程序中主张对诉讼、执行、扣押或其他法律程序的豁免;

- (l) (*negative pledge*) it shall not, and shall procure that none of its subsidiaries shall, create or permit to subsist any encumbrance over all (or any substantial part of) its present or future revenues, undertaking or assets except for encumbrances (i) existing at, and disclosed in writing to BNPP prior to the date of the Facility Letter; (ii) created by operation of law in the ordinary course of trading that will not, in the reasonable opinion of BNPP, materially affect that Borrower's ability to perform its obligations under the Facility Documents; (iii) granted to BNPP under any Facility; or (iv) created with the prior written consent of BNPP;



(消极担保)在融资存续期间，其不会且将促使其子公司不对其全部（或任何实质部分的）现有或未来的收入、企业或资产设立权利负担或允许权利负担存在，但是以下权利负担除外：(i)在信贷函出具日期之前已存在且已书面通知法国巴黎银行的权利负担；(ii)通过法律运作在正常经营过程中设立且法国巴黎银行合理认为不会影响借款人履行其在融资文件下的义务的权利负担；(iii)根据任何融资授予法国巴黎银行的权利负担；(iv)经法国巴黎银行事先书面同意设立的权利负担；

- (m) (no disposal) it shall not, without the prior written consent of BNPP, either in a single transaction or in a series of transactions whether related or not and whether voluntarily or involuntarily, sell, transfer or otherwise dispose of all or a substantial part of its assets or business; and

(不处置)在融资存续期间，未经法国巴黎银行事先书面同意，其不会通过单个交易或一系列交易（不论是否关联）自愿或非自愿出售、转让或另行处置其全部或实质部分资产或业务；及

- (n) (SAFE compliance) if the Facility is granted to a Borrower incorporated in the PRC and is secured by Foreign Security, irrespective of whether the Facility is denominated in RMB or a foreign currency, each Borrower undertakes that:

(国家外汇管理局合规) 如果融资授予在中国注册的借款人且该融资以境外担保为担保的，无论融资是以人民币或外币为单位，各借款人承诺：

- (i) if any Foreign Security granted in respect of the Borrower's obligations (regardless of whether or not those obligations arise under or in connection with the Facility Documents) has become enforceable, then:

如果就借款人的任何义务（无论该义务是否由于融资文件而产生或与其有关）而提供的任何境外担保变得可强制执行，则：

- (A) if the Facility Documents have not been signed yet, it shall not sign any Facility Documents without SAFE's approval; or

如果尚未签署融资文件，则未经外汇管理局批准，其不得签署任何融资文件；或

- (B) if the Facility Documents have been signed, it shall not request any new Drawing without SAFE's approval; and

如果已经签署了融资文件，则未经外汇管理局批准，其不得要求新的提款；及

- (ii) its total Foreign Debt Amount (Foreign Security Enforcement) shall not exceed the value of its audited net assets as of the immediately preceding year end; in case of any excess, such excess shall not exceed its available foreign debt quota (which quota shall be either approved by SAFE or determined in accordance with the relevant regulations issued by SAFE);

其外债总额（境外担保执行）不应超过其上年度未经审计的净资产数额；如果超出，则超出部分不得超过其可用的外债额度（该额度由外汇管理局批准、或按照外汇管理局相关法规确定）。

- (iii) it shall complete the foreign debt registration and relevant information filing with SAFE within 15 days after enforcement of the Foreign Security by BNPP and promptly provide BNPP with documentary evidence confirming such registration and filing;

其应在法国巴黎银行执行境外担保后 15 日内在外汇管理局完成外债登记及相关信息备案，并立即向法国巴黎银行提供文档证据以确认该登记及备案；

- (iv) upon request by BNPP from time to time, it shall promptly deliver to BNPP such documentary evidence confirming its Total Foreign Debt Amount; and

根据法国巴黎银行的不时要求，立即交付该文档证据确认其外债总额；以及

- (v) it shall fully indemnify BNPP from and against any expenses, losses, damages and liabilities (whether direct or indirect) suffered by BNPP due to such its failure of or delay in conducting the foreign debt registration with SAFE up to the date of BNPP's receipt of all requisite approvals (including but not limited to the approval by SAFE for currency conversion) for full repayment of the outstanding amounts under the Facility Letter.

其应使法国巴黎银行完全免于由于未进行或迟延进行在外汇管理局的外债登记而遭受的任何费用、损失、损害和责任（无论直接或间接）并予以赔偿，直至法国巴黎银行收到完全偿付信贷函项下欠付款项所需的所有批准（包括但不限于外汇管理局对货币兑换的批准）。



11. **Anti-Money Laundering and other Laws**

反洗钱与其他法律

Without prejudice to BNPP's rights under Clause 5 (*Right of Review*), BNPP may block or refuse to make a payment under or in connection with the Facility, and may refuse to permit a Drawing under any Facility, if it believes on reasonable grounds that making such payment or Drawing may breach any applicable law (including, without limitation, any law relating to anti-money laundering, anti-terrorist financing, anti-corruption, anti-bribery or Sanctions) and any internal compliance requirements of BNPP.

在不损害法国巴黎银行根据第 5 条（*审查权*）享有的权利的情况下，如果法国巴黎银行基于合理理由相信做出该支付或提款可能违反任何适用法律（包括但不限于，与反洗钱、反恐怖主义融资、反腐败、反贿赂或制裁有关的任何法律）及法国巴黎银行的任何内部合规规定，法国巴黎银行可以阻止或拒绝做出融资项下或与之相关的支付，并可以拒绝许可任何融资项下的提款。

In the case where:

倘若：

- (a) BNPP is served with or notified of or otherwise in any way affected by any law, directive, regulation, rule, judicial or administrative order, judgment, injunction, government act, sanction, decree, writ or other form of judicial or administrative process whether having the force of law or not (collectively, the "**Process**"), which may affect or relate or is referable to, or appear to affect or relate or is referable to, any Obligor or the Obligor Transaction(s) (as defined in Clause 14 (*Indemnities*) below), or its account(s) held with BNPP or its Affiliates or any interbank account of BNPP or its Affiliates; or

法国巴黎银行被送达或通知任何法律、指令、规章、规则、司法或行政命令、判决、禁令、政令、制裁、法令、令状或其他形式的司法或行政程序（无论是否具有法律效力）（合称为“**法律程序**”）或以其他方式受到其影响，而该等法律程序可能或似乎影响、涉及或归因于任何债务人或债务人交易（定义见下文第 14 条（*补偿*））或其于法国巴黎银行或其关联方持有的账户或法国巴黎银行或其关联方的任何银行间账户；或

- (b) BNPP in its opinion considers that it is necessary under any applicable Process to which BNPP or its Affiliates are subject or affected by or under any non-statutory practice, procedures or guidelines (whether having the force of law or not) with which it is BNPP's or its Affiliate's practice or policy to comply,

法国巴黎银行根据法国巴黎银行或其关联方须遵守或受其影响的任何适用法律程序或根据法国巴黎银行或其关联方的惯例或政策须遵守的任何非法定的实践、程序或指引（不论是否具有法律效力）认为有必要，

BNPP and its Affiliates may, and each Borrower (for itself and on behalf of each Obligor) hereby irrevocably authorises them to, comply therewith in any manner or to take any action in relation thereto as it or its lawyers deem appropriate, including freezing, blocking and/or suspending or withholding payment of all or any amount(s) standing to the credit of any Obligor's account(s) held with BNPP or such Affiliates and/or terminating or suspending the Facility or any part thereof.

则法国巴黎银行及其关联方可，且各借款人（为其本身及代表各债务人）特此不可撤销地授权法国巴黎银行及其关联方，在其或其律师认为适当的情况下，以任何方式遵守或采取与此有关的任何行动，包括冻结、阻止和/或暂停或扣留任何债务人于法国巴黎银行或相关关联方持有账户的全部贷方余额的支付和/或终止或暂停融资或其任何部分。

Neither BNPP nor any of its Affiliates shall be liable to any Obligor or any other person or entity in any manner whatsoever for any action or omission taken by BNPP or its Affiliates pursuant to this Clause.

法国巴黎银行或其任何关联方均不就法国巴黎银行或其关联方根据本条款采取的任何作为或不作为对任何债务人或任何其他人士或实体以任何方式承担责任。

12. **Increased Costs**

增加成本

Each Borrower shall promptly on demand (and in any event within 15 days after demand by BNPP) pay to BNPP the amount of any Increased Costs incurred by BNPP or any of its Affiliates as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law, rule, directive or regulation; or (ii) compliance with any law, rule, directive or regulation made after the date of the Facility Letter.

各借款人应立即按要求（无论如何于法国巴黎银行要求后 15 日内）向法国巴黎银行支付法国巴黎银行或其任何关联方基于以下原因承担的任何增加成本的数额：(i)任何法律、规则、指导或法规（或其解释、执行或适用）的启用或任何变更；或(ii)遵守信贷函日期之后颁布的任何法律、规则、指导或法规。

**13. Costs and Expenses****成本与费用**

Each Borrower shall promptly on demand pay to BNPP or any service provider as notified by BNPP the amount of all (in the case of (i) and (ii), reasonable) costs and expenses (legal or otherwise, on a full indemnity basis) incurred by BNPP or any service provider in connection with (i) the negotiation, preparation, printing, execution, registration and perfection of any Facility Document or any documents executed pursuant to any Facility; (ii) responding to, evaluating, negotiating or complying with any request from any Obligor for any amendment, waiver or consent in connection with any Facility or any amendment or waiver that is required in connection with any Facility Document as a result of the occurrence of a Screen Rate Replacement Event; and (iii) the enforcement or preservation of any rights of BNPP under any Facility Document.

各借款人应立即按要求向法国巴黎银行或任何法国巴黎银行通知的服务提供者支付其基于以下事项承担或与之相关的所有（在(i)和(ii)的情况下合理的）成本和费用（法律或其他费用，按全额赔偿计算）的数额：(i)协商、起草、打印、签署、登记或完善任何融资文件或根据任何融资签署的任何文件；(ii)回应、评估、协商或遵守任何债务人对与任何融资有关的任何修改、弃权或同意提出的任何要求或由于发生了一个屏幕利率替代事件，任何融资文件被要求做出任何修改或豁免；及(iii)执行或保全法国巴黎银行在任何融资文件项下的任何权利。

Each Borrower shall indemnify and reimburse BNPP for any reasonable cost, loss or expense incurred by BNPP (including, without limitation, any Cost of Funds or loss) as a result of (i) any payment (including payment of interests) or prepayment being made other than as expressly permitted or required in any Facility Document or a payment being received in a currency other than the currency of the relevant Facility or (ii) any failure by the Borrower(s) to borrow on the date or in the currency specified in a Drawing request. The foregoing provision will not apply where the cost, loss or expense arises directly from the gross negligence, wilful misconduct or fraud of BNPP, its Affiliates, agents, employees and officers.

各借款人应使法国巴黎银行免于基于以下事项而承担的任何合理成本、损失或费用（包括但不限于，任何资金成本或损失）并予以赔偿：(i)在任何融资文件中明确许可或要求之外做出的任何付款（包括利息）或提前还款或收到付款的货币并非相关融资的货币或(ii)借款人未能按提款要求中指定的日期和货币借款。如果成本、损失或费用直接来自法国巴黎银行、其关联方、代理人、雇员和负责人的重大过失、故意不当行为或欺诈，则上述规定将不适用。

Each Borrower's obligation for all sums due or payable by it under or in connection with a Facility, including damages, shall be in the currency(ies) in which the Facility is denominated.

各借款人在融资项下或与之相关的所有到期应付总额，包括损害赔偿，应以融资的货币单位支付。

14. Indemnities**补偿**

Each Borrower shall promptly on demand indemnify and keep indemnified BNPP (including its head office and any and all branches and sub-branches of BNPP), its Affiliates, agents, employees and officers against:

各借款人应立即按要求赔偿法国巴黎银行（包括其总部和法国巴黎银行的所有分行及支行）、其关联方、代理人、雇员和负责人并使其免于：

- (a) all claims, demands, actions, liabilities, charges, proceedings, warrants or injunctions, damages, losses (including loss of profit), reasonable costs and expenses (legal or otherwise);

所有主张、要求、诉讼、责任、指控、程序、执行令或禁令、损害赔偿、损失（包括利润损失）、合理成本和费用（法律或其他方面）；

- (b) any loss of bargain, Cost of Funds or any other loss incurred in liquidating, obtaining or re-establishing any swap, hedge or related trading positions or closing out of any foreign exchange or interest rate contract as a result of any prepayment of any Facility prior to its stated maturity (whether such prepayment is on demand by BNPP or otherwise (including any loss or cost due to internal hedging arrangements being unwound)); and

任何融资到期前任何提前还款（无论是应法国巴黎银行或其他人的要求）造成的任何交易损失、资金成本损失或因清算、获得或重建任何掉期、套期保值或有关交易仓位或终止任何外汇或利率合同而承担的任何其他损失（包括因解除内部对冲安排而产生的任何损失或成本）；及

- (c) any shortfall arising from converting any payment to BNPP at the rate of exchange on the date of such payment to the extent that the converted amount falls short of the amount unpaid under the relevant Facility,

将向法国巴黎银行的付款按付款当日的汇率兑换产生的任何差额，如果兑换数额不足相关融资项下未付数额的话，



in each case, arising from or in connection with any Facility, any Drawing or the performance, preservation and/or enforcement by BNPP of its rights and/or obligations under any Facility Document (including, but not limited to, those arising from (A) any transaction relating to any Obligor or any of the Obligors' accounts with BNPP or its Affiliates ("Obligor Transaction"), (B) breach of applicable personal data protection laws; or (C) BNPP relying, acting or declining to act on any communication or instructions (or purported communication or instruction) from any person BNPP reasonably believes is duly authorised (or not duly authorised) to act on behalf of such Obligor, including any reliance by BNPP in good faith on any communication or instruction by telephone, facsimile, electronic mail or other electronic means).

在各情况下因任何融资、任何提款或法国巴黎银行履行、保留和/或执行其于任何融资文件项下权利及/或义务产生或与之有关，包括但不限于因(A)与任何债务人或债务人于法国巴黎银行或其关联方的任何账户有关的交易（“**债务人交易**”），(B)违反适用的个人数据保护法；或(C)法国巴黎银行合理地认为已获正式授权（或未获证实授权）代表有关债务人行事的任何人士的通信或指令（或声称的通信或指令）、根据该通信或指令采取或拒绝采取行动（包括法国巴黎银行善意依据任何通过电话、传真、电子邮件或其他电子方式进行的通信或指令）而产生者。

The foregoing provision will not apply where the claim, loss or liability arises directly from the gross negligence, wilful misconduct or fraud of BNPP, its Affiliates, agents, employees and officers.

如果主张、损失或责任直接来自法国巴黎银行、其关联方、代理人、雇员和负责人的重大过失、故意不当行为或欺诈，则上述规定将不适用。

15. Set-Off

抵销

BNPP may, without prior notice, set off any present and/or future obligations and liabilities (whether actual or contingent) of any Borrower to BNPP (including its head office and any and all branches of BNPP) against any obligation owed by BNPP (including its head office and any and all branches or sub-branches of BNPP) to such Borrower, whether such obligation is matured or not matured and whether actual or contingent, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, BNPP may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

法国巴黎银行可以不经事先通知任何借款人，以该借款人对法国巴黎银行（包括法国巴黎银行的总部和所有分行）负有的任何现存和/或将来的债务和责任（无论或有的或实际的）来抵销法国巴黎银行（包括法国巴黎银行的总部和所有分行及支行）对该借款人负有的任何债务，无论该债务是否到期、或有的或实际的，也不管债务的付款地、记账分行或币种。如果债务是不同货币的，法国巴黎银行可以为抵销之目的通过常规的商业过程按市场汇率兑换各债务。

16. Certificates and Determinations

证书与确定

Any certification or determination by BNPP of a rate, amount or any other subject matter under any Facility Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

法国巴黎银行出具的与任何融资文件项下的利率、数额或任何其他主要事项有关的任何证书或确定，在没有明显错误的情况下，对其所涉及的事项是不可推翻的证据。

17. Application of Moneys

资金的应用

If any sum paid or recovered pursuant to any Facility Document is less than the amount due, BNPP may apply such sum to principal, interest, fees or any other amount due under any Facility Document and in such proportion, order and manner as it determines.

若根据任何融资文件支付或收回的任何总额少于到期数额，法国巴黎银行可将该总额按其决定的比例、顺序和方式用于任何融资文件项下到期的本金、利息、费用或任何其他数额。

18. Partial Invalidity

部分无效

If, at any time, any provision of any Facility Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.



若于任何时候，任何融资文件的任何规定在任何方面根据任何司法辖区内的任何法律是或变得违法、无效或不可执行，其余规定的合法性、有效性或可执行性以及该规定根据任何其他管辖区内法律的合法性、有效性或可执行性将不受任何形式的影响或减损。

19. Remedies and Waivers

救济与弃权

No failure to exercise, nor any delay in exercising, on the part of BNPP, any right or remedy under the Facility Documents shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Facility Documents are cumulative and not exclusive of any rights or remedies provided by law.

法国巴黎银行未行使或迟延履行融资文件项下的任何权利或救济不应作为弃权，任何权利或救济的单独或部分行使不应妨碍任何进一步行使或其他行使，或行使任何其他权利或救济。融资文件规定的权利和救济是累积性的，且不排除法律规定的任何权利或救济。

20. Amendment and Waiver

修改与弃权

These Standard Terms are subject to change from time to time at BNPP's sole discretion.

本标准条款将根据法国巴黎银行的自行决定不时更改。

Each Borrower accepts that the Standard Terms may be amended unilaterally by BNPP from time to time and any updates of the Standard Terms which are notified to the Borrower(s) from time to time apply to the Facility Letter.

各借款人均接受法国巴黎银行不时单方面修订标准条款，并且不时向借款人通知的标准条款的任何更新均适用于信贷函。

No other provision of any Facility Document may be amended or waived except by written agreement between the parties.

除经当事方书面约定，任何融资文件的其他规定都不可修改或放弃。

21. Assignment and transfer

转让与让与

The consent of the Borrower(s) is required for an assignment or transfer by BNPP, unless the assignment or transfer is:

法国巴黎银行转让或让与必须征得借款人的同意，除非转让或让与是：

- (a) to an Affiliate of BNPP;

向法国巴黎银行的关联方作出；

- (b) made at a time when a default under or non-compliance by any Obligor with any term of the Facility Documents is continuing;

在任何债务人违约或不遵守任何融资文件条款的行为处于持续状态时作出；

- (c) an assignment or transfer of any rights of BNPP to any refinancing entity, including without limitation any insurer, reinsurer, securitisation vehicle, trust or fund, for the purpose of BNPP refinancing or hedging any of its interests under the Facility, provided no such assignment or transfer shall either (i) release BNPP from any of its obligations under the Facility Documents or (ii) require any payments to be made by an Obligor other than, or in excess of, or grant to any person any more extensive rights than, those required to be made or those granted to BNPP under the Facility Documents; or

向任何再融资实体，包括但不限于任何保险公司、再保险公司、证券化工具、信托或基金，转让或让与法国巴黎银行的任何权利，以便法国巴黎银行就其于融资项下的任何权益进行再融资或对冲，但是该转让或让与不得(i)解除法国巴黎银行于融资文件项下的任何义务，或(ii)要求债务人作出融资文件要求作出的付款以外的、或任何超额的付款，或授予任何人士比法国巴黎银行根据融资文件获授予的权利更广泛的权利；或



- (d) an assignment by way of charge or assignment of security of any rights of BNPP to (i) any of the refinancing entities mentioned in (c) above, (ii) holders of instruments issued by BNPP or (iii) another bank or financial institution (including a federal reserve or central bank).

以将法国巴黎银行的任何权利以让于担保或担保转让的方式转让给(i)上文(c)所述的任何再融资实体, (ii)法国巴黎银行签发票据的持有人或(iii)其他银行或金融机构(包括联邦储备或中央银行)。

The consent of the Borrower(s) to an assignment or transfer must not be unreasonably withheld or delayed. The Borrower(s) will be deemed to have given its (their) consent five Business Days after BNPP has requested it unless consent is expressly refused by the Borrower(s) within that time.

借款人不得无理拒绝或延迟对转让或让与的同意。借款人将被视为在法国巴黎银行请求后的五个营业日内给予其同意, 除非借款人在该时间内明确拒绝同意。

A transfer by BNPP of any or all of its rights and obligations under the Facility Documents is effected when BNPP and the new lender each execute an otherwise duly completed transfer certificate in the form attached.

法国巴黎银行对于其于融资文件项下的全部权利及义务的让与在法国巴黎银行和新出借人各自签署另行按随附表格正式填写的让与证书之时生效。

On the date specified in such transfer certificate to be the transfer date:

在有关让与证书中指定为让与日期的日期:

- (i) to the extent that in the transfer certificate BNPP seeks to transfer by novation its rights and obligations under the Facility Documents each of the Borrowers and BNPP shall be released from further obligations towards one another under the Facility Documents and their respective rights against one another shall be cancelled (being the “**Discharged Rights and Obligations**”);

如果在让与证书中, 法国巴黎银行寻求通过更替让与其在融资文件项下的权利和义务, 各借款人和法国巴黎银行彼此之间应免于承担融资文件项下的进一步义务, 并且彼此之间的相互权利应予以取消(即“**被解除权利和义务**”);

- (ii) each of the Borrowers and the new lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Borrower and the new lender have assumed and/or acquired the same in place of that Borrower and BNPP.

各借款人和新贷款人应承担彼此之间的义务和/或获得彼此之间的权利, 有关权利和义务只有在借款人和新贷款人之间承担和/或获得权利和义务以取代借款人和法国巴黎银行之间权利和义务, 其不同于被解除权利和义务。

The procedure set out in this Clause shall not apply to any right or obligation under any Facility Document if and to the extent its terms, or any laws or regulations applicable thereto, provide for or require a different means of transfer of such right or obligation or prohibit or restrict any transfer of such right or obligation, unless such prohibition or restriction shall not be applicable to the relevant transfer or each condition or any applicable restriction shall have been satisfied.

倘有关条款或任何适用的法律或法规规定或要求不同的权利或义务让与方式, 或者禁止或限制此类权利或义务的任何让与, 则本条款中规定的程序不适用于任何融资文件项下的任何权利或义务, 除非此类禁止或限制不适用于相关让与, 或者每项条件或任何适用的限制已得到满足。

BNPP may at any time charge, assign by way of security, declare a trust over or otherwise create an Encumbrance in or over, any or all of its rights or obligations under any Facility Document to any person. BNPP may also from time to time change its facility office (to which the Obligor(s) shall repay all or a specified part of the Facility outstanding) in relation to all or a specified part of the Facility outstanding by notifying the Borrower(s) thereof.

法国巴黎银行可随时向任何人士质押、以让于担保方式转让其于任何融资文件项下的任何或全部权利或义务, 或就其宣布信托或以其他方式创设权利负担。法国巴黎银行亦可不时通过通知借款人就未偿还融资的全部或指定部分更改其融资办公室(债务人应向该融资办公室偿还全部或某一具体部分未偿还融资)。

No Borrower is permitted to assign or transfer any of its rights or obligations under any Facility Document without the prior written consent of BNPP.

未经法国巴黎银行事先书面同意, 任何借款人不可转让或让与任何融资文件项下的任何权利或义务。



22. Counterparts

副本

Each Facility Document may be executed in any number of counterparts, which has the same effect as if the signatures on the counterparts were on a single copy of the Facility Document.

各融资文件可以任何数量的副本签署，各副本上签字的效力与在单本融资文件上签署的效力相同。

23. Entire Agreement

完整协议

The Facility Letter, together with its schedules and appendices (including the latest version of the Standard Terms as notified to the Borrower(s) from time to time and any other terms incorporated by reference into the Facility Letter), set out the entire agreement between the parties and supersede any prior oral and/or written understandings or arrangements relating to the Facility.

信贷函与其附表和附件（包括不时通知借款人的最新版本的标准条款，以及通过引用纳入信贷函的任何其他条款）规定了当事方之间的完整协议并取代任何此前与融资有关的口头和/或书面谅解或安排。

24. Prevalence of terms

条款的优先适用

If there is any conflict or inconsistency between the provisions of the Facility Letter and these Standard Terms (or any other Facility Document), the provisions of the Facility Letter shall prevail. If there is any conflict or inconsistency between the provisions of any Other Trade Terms and these Standard Terms, the provisions of the Other Trade Terms shall prevail.

若信贷函与本标准条款（或任何其他融资文件）的规定存在任何冲突或不一致，信贷函的规定应优先适用。若任何其他贸易条款与本标准条款的规定存在任何冲突或不一致，其他贸易条款的规定应优先适用。

25. Notices

通知

Any communication to be made under or in connection with the Facility Documents shall be made in writing and, unless otherwise stated, may be made by email, fax or letter to the email, fax number or name and address set out in the Facility Letter or (in the case of communication by BNPP to an Obligor) notice details last known to BNPP. A party may notify the other(s) of any change in such notice details with 5 Business Days prior written notice. Any communication or document made or delivered under or in connection with the Facility Documents will be effective (i) if by way of email, only when actually received in readable form, (ii) if by way of fax, only when received in legible form; or (iii) if by way of letter, only when it has been left at the relevant address or if 5 Business Days have elapsed since the posting date.

融资文件项下或与之相关而做出的任何通信应为书面形式，且除非另有规定，可以电邮、传真或信函的形式向信贷函或（如属法国巴黎银行向债务人通信）法国巴黎银行最后已知的通知详情中规定的电邮、传真号码或姓名及地址做出。一方可提前 5 个营业日书面通知其他方其对于该通知详情的任何修改。融资文件项下或与之相关而做出或交付的任何通信或文件将于以下时间生效：(i)若以电邮形式，仅当以可读取形式实际收到时，(ii)若以传真形式，仅当以清晰可读的形式收到时；或(iii)若以信函形式，仅当寄至相关地址或邮寄日 5 个营业日后。

Any communication or document to be made or delivered to BNPP will be effective only when actually received by BNPP and then only if it is expressly marked for the attention of the department or officer as BNPP may notify the Borrower(s) from time to time. Any communication or document made or delivered to the Borrower(s) will be deemed to have been made or delivered to the other Obligor(s), if any.

向法国巴黎银行做出或交付的任何通信或文件仅当法国巴黎银行实际收到且清楚注明以法国巴黎银行可能不时通知借款人的部门或负责人为收件人时生效。向借款人做出或交付的任何通信或文件将被视为已向其他债务人（若有）做出或交付。

Any notice or document given under or in connection with the Facility Documents must be in Chinese or, if not in Chinese, accompanied by a certified Chinese translation as BNPP may request, in which case the Chinese translation will prevail unless agreed otherwise by BNPP.

融资文件项下或与之相关的任何通知或文件必须为中文，若非中文则应附有法国巴黎银行可能要求的经认证的中文翻译，且除非法国巴黎银行另行同意，应以中文翻译为准。



26. Consent to disclosure

同意披露

Each Borrower (for itself and on behalf of the other Obligor(s)) hereby authorises BNPP to disclose, to the maximum extent not prohibited by any of BNPP compulsory confidentiality obligations under applicable law and regulation, from time to time to the persons or entities providing any security or credit support any confidential information relating to the Facility and/or any Obligor.

各借款人（为其自身及代表其他债务人）特此授权法国巴黎银行在适用法律和法规项下法国巴黎银行任何强制保密义务不禁止的最大范围内，不时向提供任何担保或信用支持的个人或实体披露与融资和/或任何债务人有关的任何保密信息。

Each Borrower (for itself and on behalf of the other Obligor(s)) hereby agrees that BNPP may disclose, to the maximum extent not prohibited by any of BNPP's compulsory confidentiality obligations under applicable law and regulations:

各借款人（为其自身及代表其他债务人）特此同意法国巴黎银行可以在适用法律和法规项下法国巴黎银行任何强制保密义务不禁止的最大范围内向以下各方披露：

- (a) to any persons or entities within the BNP Paribas group (i.e. BNPP, its subsidiaries and their respective branches and sub-branches and Affiliates):

法国巴黎银行集团内（例如法国巴黎银行、其子公司和它们各自的分行及支行及关联方）的任何个人或实体；

- (b) to (or through) whom BNPP assign or transfer (or may potentially assign or transfer) all or any of BNPP's rights and obligations under any Facility Document;

接受（或通过）其法国巴黎银行转让或让与（或可能将要转让或让与）法国巴黎银行任何融资文件项下所有或任何权利和义务的当事方；

- (c) with (or through) whom BNPP enters into (or may potentially enter into) any sub-participation, any securitisation, any hedge or otherwise, in relation to, or any other transaction under which payments are to be made by reference to, any Facility Document or any Obligor or any persons or entities providing any security or credit support;

与（或通过）其法国巴黎银行达成（或可能将要达成）与任何融资文件或任何债务人，或者提供任何担保或信用支持的任何人士或实体有关的，任何从属参与、证券化、套期保值或其他交易的当事方，或达成（或可能将要达成）任何其他交易（在该等交易下，支付将涉及任何融资文件或任何债务人士，或提供任何担保或信用支持的任何人士或实体的当事方；

- (d) to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation; or

任何适用法律或法规要求其披露信息的当事方；或

- (e) to any auditor, insurer, legal advisor or credit rating agency,

任何审计师、保险公司、法律顾问或信用评级机构，

any information about any Obligor, the Facility or any security or credit support document, **including any personal information of any Obligor's directors, officers, employees or agents in connection with the matters contemplated in or in connection with the Facility (if applicable)** as BNPP shall consider appropriate.

任何债务人、融资或任何担保或信用支持文件的任何信息，**包括与拟进行事项有关或与融资（若适用）有关的**法国巴黎银行认为适当的任何债务人的董事、负责人、雇员或代理人的任何个人信息。

Each Borrower (for itself and on behalf of the other Obligor(s)) represents and warrants that any personal information provided to BNPP has been provided with the written consent of the relevant individuals as mentioned above and in compliance with applicable laws, including personal information protection and privacy legislation. Such written consents must indicate clearly that (1) such personal information can be disclosed by BNPP in accordance with this Clause; and (2) BNPP has the right to use such personal information within an appropriate scope as determined by BNPP, provided that such scope is not against any PRC law. Upon request by BNPP to the Borrower(s), each Obligor will provide the relevant written consents to BNPP. For the avoidance of doubt, BNPP is not liable for any loss, damage or liability arising from failure to obtain such consents by any Borrower.

各借款人（为其自身及代表其他债务人）做出如下陈述与保证：向法国巴黎银行提供的任何个人信息已经获得上述相关人士的书面同意，且符合包括个人信息保护及隐私立法在内的适用法律。该等书面同意必须清楚地指明(1)法国巴黎银行可以根据本条披露该个人信息；及(2)法国巴黎银行有权在其决定的适当范围内使用该信息，但该使用范围不应违反任何中国法律。如果法国巴黎银



行向借款人要求，各债务人将提供相关书面同意给法国巴黎银行。为避免疑问，法国巴黎银行不承担因任何借款人未能获得该等同意而造成的任何损失、损害或责任。

27. Mode of Communications

通信模式

Each Borrower irrevocably and unconditionally:

各借款人不可撤销且无条件地:

- (a) requests and authorises BNPP to accept, rely on and act in accordance with any communication or instruction by telephone, facsimile, electronic mail or any other electronic means to the extent such means are acceptable to BNPP in its discretion, without any obligation on the part of BNPP to enquire as to the genuineness, completeness, authenticity, correctness or validity thereof;

要求并授权法国巴黎银行对于电话、传真、电子邮件或任何其他法国巴黎银行自行决定可以接受的电子形式的通信或指令予以接受、信赖并据其行事，法国巴黎银行无义务查询该等通信或指令的真实性、完整性、可靠性、准确性或有效性；

- (b) agrees to provide by express mail or hand delivery the original of any communication or instruction made by telephone, facsimile, electronic mail or any other electronic means within 5 Business Days (or within such other time period as agreed by BNPP), commencing from the date on which the relevant communication or information was sent to BNPP, although BNPP is authorized to process any such communication or instruction upon receipt of and in particular, without or prior to receipt of the original of any such communication or instruction;

同意通过快递或亲自将以电话、传真、电子邮件或其他电子形式发出的通信或指令的原件在相关通信或信息发送给法国巴黎银行之日起的5个营业日（或法国巴黎银行同意的其他时间）内交给法国巴黎银行，虽然法国巴黎银行被授权在收到通信或指令后即可处理该等通信或指令，特别是在没有收到原件或收到该等通信或指令的原件之前处理该等通信或指令；

- (c) agrees that BNPP may, at its own discretion, verify any communication or instruction made by telephone, facsimile, electronic mail or any other electronic means by means of a telephone call back to the relevant Obligor which will be recorded, to any verifier as chosen by BNPP from a list of .verifiers (to be provided to BNPP under the Facility Letter) authorised by that Obligor to conduct the call back procedure with BNPP. However, BNPP is under no obligation or duty to conduct any call back or similar verification procedure before processing any communication or instruction by telephone, facsimile, electronic mail or any other electronic means purported to be sent by any Obligor to BNPP;

同意法国巴黎银行通过其自行决定，可以以电话回访的方式与相关债务人核实任何以电话、传真、电子邮件或其他电子形式发出的通信或指令，法国巴黎银行的电话回访将被录音，且法国巴黎银行有权在债务人授权与法国巴黎银行进行电话回访的核对人名单（在信贷函项下向法国巴黎银行提供）中任意挑选核对人进行电话回访。但是，法国巴黎银行没有义务或责任在处理任何以电话、传真、电子邮件或其他电子形式声称由债务人发送给法国巴黎银行的通信或指令以前进行任何电话回访或其他类似的核对程序；

- (d) acknowledges that the giving of any communication or instruction by telephone, facsimile, electronic mail or any other electronic means communication is an insecure means of communication and is exposed to inherent network and intrusion vulnerabilities, that BNPP makes no representations or warranties whatsoever as to the security, completeness or integrity of any information, communication or instruction transmitted via such means, that BNPP shall not be responsible for any loss of security or integrity or breach of confidentiality arising from the use of such form of communication, and further that any communication or instruction transmitted via such means may not be read or executed by the recipient at all or in a timely manner; and

确认通过电话、传真、电子邮件或其他电子形式发出的通信或指令是一种不安全的通信形式，易受到其固有的网络及被攻击风险的侵害，法国巴黎银行不对通过该种形式传递的任何信息、通信或指令的安全性、完全性或完整性做出任何陈述或保证，且法国巴黎银行不对因为使用该种形式的通信而产生的安全性、完整性的丧失或保密性的破坏承担责任，并且法国巴黎银行也不对通过该种形式传递的任何通信或指令没有被收件人阅读或执行或及时阅读或执行承担任何责任；及

- (e) confirms that in any legal proceedings brought in respect of any communication or instruction by telephone, facsimile, electronic mail or any other electronic means which is reasonably relied upon by BNPP in connection with the Facility or the Facility Documents, the correctness, validity, accuracy, completeness, enforceability, authenticity and genuineness of such communication or instruction shall be fully binding, admissible and conclusive upon such Borrower and shall not be affected or challenged merely on the ground that it is sent or received via such means.



就法国巴黎银行合理信赖的与融资或信贷文件有关的任何通信或指令（以电话、传真、电子邮件或其他电子形式发出）而提起的任何法律程序，借款人确认该等通信或指令的正确性、有效性、准确性、完全性、可执行性、可靠性和真实性应对该借款人有完全约束力、应被充分采纳且是最终的，并且不应仅仅因为该等通信或指令是以该等形式发送或收到而受影响或被质疑。

28. **Miscellaneous**

其他

If the Facility Letter is prepared and executed in several languages, each Borrower agrees (for itself and on behalf of each other Obligor) that the Chinese version shall prevail over any other language version.

若信贷函以数种语言书就并签署，各借款人同意（为其自身及代表其他债务人）中文版本优先于任何其他语言的版本。

Each Borrower has negotiated with BNPP thoroughly with regard to all the terms and conditions in these Standard Terms. Each Borrower further confirms that BNPP has asked the Borrower to pay particular attention to all the terms and conditions relating to the Borrower's rights and obligations under these Standard Terms (**in particular those provisions in bold**), and has, at the Borrower's request, explained such terms and conditions to the Borrower. Each Borrower fully understands and agrees to accept and to be bound by all the terms and conditions of these Standard Terms and Conditions.

各借款人已与法国巴黎银行就本标准条款的所有条款和条件进行全面协商。各借款人进一步确认法国巴黎银行已要求借款人特别注意本标准条款项下与借款人权利和义务有关的所有条款和条件（**尤其是加粗的条款**），并已应借款人的要求向借款人解释了该等条款和条件。各借款人完全理解并同意接受本标准条款和条件的所有条款和条件并受其约束。

29. **Surviving provisions**

存续规定

Clauses 8 (*Payments*) and 13 (*Costs and Expenses*) to 29 (*Surviving provisions*) inclusive, shall survive and continue in full force and effect for the benefit of BNPP notwithstanding the repayment, cancellation or termination of the Facility(ies) or any part thereof and/or the termination of one or more types of banker-customer relationships between a Borrower and BNPP.

尽管融资或其任何部分被偿还、取消或终止和/或借款人和法国巴黎银行间的一种或多种银行-客户关系终止，第 8 条（*付款*）及第 13 条（*成本与费用*）至第 29 条（*存续规定*）仍应继续有效并为了法国巴黎银行的利益而持续充分有效。



SCHEDULE 1
附件 1
FORM OF TRANSFER CERTIFICATE

让与证书格式

To: [] [and []] as Borrower(s)
致: 【 】 【及【 】】 (作为借款人)
From: [] (“BNPP”) and [the New Lender] (the “New Lender”)
发件人: 【 】 (“法国巴黎银行”) 及【新出借人】 (“新贷款人”)
Dated:
日期:

Uncommitted On-demand banking facilities provided pursuant to a Facility Letter dated [] (the “Facility Letter”)

根据日期为【 】的信贷函（“信贷函”）提供的非承诺性见索即付银行融资

1. We refer to the Facility Letter. Terms used in the Facility Letter (and the Standard Terms and any applicable Other Trade Terms, as the same may be amended from time to time) shall have the same meaning in this certificate.
我们就信贷函特此出具本证书。信贷函以及标准条款和任何适用的其他贸易条款（可不时修订）中使用的术语在本证书中具有相同的含义。
2. BNPP and the New Lender agree to BNPP transferring to the New Lender by novation, and in accordance with Clause 21 (Assignment and Transfer), all of BNPP’s rights and obligations under the Facility Documents.
法国巴黎银行及新贷款人同意法国巴黎银行通过更新及根据第 21 条（*转让与让与*）向新出借人让与法国巴黎银行于融资文件项下的所有权利和义务。
3. BNPP hereby assigns to the New Lender, with effect from the Transfer Date, all of the rights held by it (in its capacity as lender) under or in connection with the Facility Documents which corresponds with the rights and obligations under the Facility Documents transferred pursuant hereto.
法国巴黎银行特此向新贷款人转让其根据或就融资文件以出借人身份持有的所有权利（符合根据本证书转让的融资文件项下的权利和义务），该转让自让与日期起生效。
4. The transfer date is [].
让与日期为【 】。
5. The New Lender expressly acknowledges that it is the responsibility of the New Lender to ascertain whether any document is required or any formality or other condition required to be satisfied to effect or perfect the transfer contemplated by this certificate or otherwise to enable the New Lender to enjoy the full benefit of each Facility Document.
新贷款人明确承认新贷款人有责任确定是否需要任何文件或需要满足任何手续或其他条件以实现或完善本证书拟进行的让与或以其他方式使新出借人享有各融资文件的全部利益。
6. This certificate may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this certificate.
本证书可以任何数量的副本签署，各副本上签字的效力与在单本证书上签署的效力相同。
7. This certificate is governed by the laws of the PRC.
本证书受中国法律管辖。
8. This certificate has been entered into on the date stated above.
本证书于上文所述日期签署。



BNP PARIBAS

The bank
for a changing
world

[BNPP]

[the New Lender]

【法国巴黎银行】

【新贷款人】

By:

By:

签字人:

签字人:

Company Chop (applicable to PRC incorporated company)

Company Chop (applicable to PRC incorporated company)

公章（适用于在中国注册成立的公司）:

公章（适用于在中国注册成立的公司）:

Note: *It is the New Lender's responsibility to ascertain whether any other document is required, or any formality or other condition is required to be satisfied, to effect or perfect the transfer contemplated in this certificate or to give the New Lender full enjoyment of all the Facility Documents.*

注: *新贷款人有责任确定是否需要任何其他文件或需要满足任何手续或其他条件以实现或完善本证书拟进行的让与或使新贷款人享有所有融资文件的全部利益。*