

Letter of Consent

同意函

In consideration of you processing our application for a loan, making and/or continuing to make certain facilities available to us, we agree that you may collect from, or disclose to, certain other parties information relating to us or our business, on the terms of this letter.

作为阁下处理我方的贷款申请、向我方提供及/或继续提供信贷安排的代价，我们同意阁下可按本信函的条款，向某些其他人士收集或披露关于我方或我方业务的资讯。

We agree that:

我们谨此协议如下：

1 Definitions and Interpretations

定义及解释

1.1 In this letter:

在本信函中：

"Affiliate" means, in relation to any person, a subsidiary of that person or a shareholding company of that person or any other subsidiary of that shareholding company.

「关联公司」指就任何人士而言，该人士的附属公司或其持股公司或该持股公司的任何其他附属公司。

"AI Link" or **"you"** means AI Link Finance Limited, a company incorporated under the laws of Hong Kong (company number 2952542).

「智联通」或「阁下」指智联通财务有限公司，一间根据香港法律注册成立的公司（公司编号 2952542）。

"Company" or **"we"** means us.

「本公司」或「我们」指我方。

"Data" means any and all information relating to:

「资料」指关于：

(a) us; or

我方的；或

(b) our business,

我方业务的，

which you or a Participant may have in their possession, howsoever originated, regardless of how that information originated or whomever it may have been received from, in whatever form, including information given orally and any programs, text, messages, software, sound, pictures, video, graphics, products or materials, document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information, but excludes Personal Data.

且阁下或任何参与者可能管有的任何或所有资讯（不论该资讯如何产生，或从任何人士收到，或以任何形式），包括口头提供的资讯及任何程式、文本、信息、软件、声音、图片、视频、图像、产品或材料、文件、电子档案或任何其他表达或记录资讯的方式（包含或衍生或复制自此等资讯），但不包括个人资料。

"Personal Data" has the meaning given to it in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong).

「个人资料」指具有《个人资料（私隐）条例》（香港法例第 486 章）所赋予之涵义。

"Purpose" has the meaning given to it in paragraph 3, and **"Purposes"** shall be construed accordingly.

「目的」指具有第3段赋予之涵义。

"Participants" means:

「参与者」指下列任何或所有人士：

- (a) all the members or users (howsoever described) of Global Shipping Business Network operated by CargoSmart Limited (including any substitute or replacement of such network), examples of which include businesses commonly referred to as CMA CGM, Cosco Shipping Lines, Cosco Shipping Ports, Hapag-Lloyd, Hutchison Ports and OOCL;

由 CargoSmart Limited 运营的全球航运业务网络（Global Shipping Business Network）的所有成员或用户（不论如何描述）（包括该网络的任何替换或替代网络），例子包括通常被称为 CMA CGM、中远海运、中远海运港口、赫伯罗特（Hapag-Lloyd）、和记港口（Hutchison Ports）及东方海外（OOGL）的企业；

- (b) IQAX Limited;

和易孚有限公司；

- (c) all persons carrying on the business of or related to shipping, logistics or transportation;

所有从事航运、物流或运输业务或与之有关的人士；

- (d) an Affiliate of any of the persons above;

上述任何人士的关联公司；

- (e) an actual or proposed assignee, participant, sub-participant, transferee, delegate or successor of any of the persons above; and

上述任何人士的实际或可能受让人、参与者、附属参与者、承让人、受委人士或继任人；及

- (f) an officer, director, employee, professional adviser, auditor, partner, delegate, agent, manager, administrator, nominee, attorney, trustee, custodian, contractor, subcontractor, or service provider of any of the persons above;

上述任何人士的主管人员、董事、雇员、专业顾问、核数师、合伙人、受委人士、代理人、经理人、管理人、代名人、授权人、受托人、托管人、承判商、次承判商或服务提供商。

and "**Participant**" means any of them.

- 1.2 The rights and benefits conferred upon you and the Participants in this letter shall be given the broadest interpretation permissible under law.

本信函赋予阁下及参与者的权利和利益应予以法律许可的范围内获最广义的解释。

2 Disclosure

披露

- 2.1 We irrevocably agree that you may:

我们不可撤销地同意阁下可：

- 2.1.1 disclose any Data to any Participant where such disclosure is necessary or desirable to carry out any one or more Purpose; and

如披露对实现任何一个或多个目的是必要或可取的，向任何参与者披露任何资料；及

- 2.1.2 receive any Data from any Participant.

从任何参与者接收任何资料。

- 2.2 We represent and warrant that all Data which we have provided to you or the Participants is true, complete and correct in every material aspect, and undertake that all Data that we will provide to you or the Participants shall be true, complete and correct in every material aspect. We understand that all such Data provided by us may be relied upon by you and the Participants, and we agree to indemnify and keep indemnified all persons to whom such Data is disclosed to pursuant to this letter from and against any and all liabilities, obligations, losses, damages, penalties, actions, claims, proceedings, judgments, suits, costs, legal expenses (on a full indemnity basis) and other expenses and disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against such persons in connection with their reliance on such Data.

我们声明及保证，我们向阁下或参与者已提供的所有资料在每个重要方面均为真实、完整和正确的，而且我们承诺我方将向阁下或参与者提供的所有资料在每个重要方面均会是真实、完整和正确的。我们明白，阁下或参与者可能会依赖我方提供的所有此等资料，以及我们同意向所有按本信函获披露该等资料的人士弥偿因其依赖该等资料而可能针对其被征收、招致或被主张的任何种类或性质的任何和所有责任、义务、损失、损害、处罚、诉求、权利主张、程序、判决、诉讼、费用、法律费用（在全额弥偿的基准上）及其他支出。

3 Purpose

目的

Each of the following shall constitute a Purpose:

以下各项均构成目的：

- 3.1 the assessment of the credit worthiness, financial health or business capabilities of the Borrower;

评估借款人的信用、财务健康状况或业务能力；

3.2 the provision, continued provision or discontinuation of the provision of products or services to the Borrower;

向借款人提供、持续提供或停止提供产品或服务；

3.3 the enforcement of obligations owed by us to you or a Participant, or the exercise of rights conferred upon you or a Participant;

强制执行我方对阁下或参与者的责任，或行使赋予阁下或参与者的权利；

3.4 the carrying out of any form of data aggregation, data analysis, data compilation, audit or market research; and

进行任何形式的数据聚合、数据分析、数据汇编、审计或市场调查；及

3.5 any other purposes related or incidental to any of the above.

有关上述任何一项或其附带的任何其他目的。

4 Term

期限

This letter shall be effective from the date that we have signed it (whether physically or electronically) and shall remain in force until two years after all our obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) as well as the obligations and liabilities of any third party(s) who has guaranteed our obligations and liabilities, in each case owing to AI Link and/or any of its Affiliates, have been discharged in full.

本信函自我方签署之日起生效（不论是以亲笔签名或电子签名），并持续有效至我方对智联通及/或其任何关联公司的所有义务及债务（不论是实际或或有的，及不论是共同或个别的或以任何其他身份），以及任何为我方义务及债务提供保证的第三者对智联通及/或其任何关联公司的义务及债务全部解除之两年后。

5 Third Party Rights

第三者权利

5.1 Unless expressly provided to the contrary in this letter, a person who is not an addressee of this letter has no right under the Contracts (Rights of Third Parties) Ordinance to enforce or to enjoy the benefit of any term of this letter.

除非在本信函内另有明确规定，任何并非本信函的收件人的人士并不具有《合约（第三者权利）条例》下的权利以强制执行或享有本信函任何条款的利益。

5.2 A Participant may, subject to this paragraph 5, rely on any term of this letter which expressly confers rights on it.

在本第5段的规限下，参与者可依赖本信函明确赋予其权利的任何条款。

6 Governing Law and Jurisdiction

管辖法律和司法管辖区

6.1 This letter is governed by the laws of Hong Kong.

本信函受香港法律管辖。

- 6.2 The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this letter (including any dispute regarding the existence, validity or termination of this letter) (a "**Dispute**").

香港法院对由于本信函产生或与之有关的任何争议的解决具有专属司法管辖权（包括关于本信函的存在、效力或终止的任何争议）（「**争议**」）。

- 6.3 We agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly we will not argue to the contrary.

我们同意香港法院是解决争议最适当及方便的法院；因此，我们不会就此提出异议。

- 6.4 Notwithstanding anything to the contrary, any other person to whom this letter confers a benefit upon (except for us) shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction and, to the extent allowed by law, may take concurrent proceedings in any number of jurisdictions.

任何相反的规定不应妨碍获本信函赋予利益的任何其他人士（我方除外）在任何其他具有司法管辖权的法院提起有关争议的司法程序，并且在法律许可的范围内，上述人士可在多个司法管辖区同时提起司法程序。

7 Language

语言

- 7.1 In the event of any inconsistency between the English version and the Chinese version of this letter, the English version shall prevail.

如本信函的英文版本与中文版本有任何冲突或歧义，应以英文版本为准。

Signed:

签署: _____

Name:

名称: _____

Title: Director / Authorised signatory*

职位: 董事 / 授权签署人*

Date:

日期: _____