

证券代码：300308

证券简称：中际旭创

公告编号：2023-007

中际旭创股份有限公司

关于控股孙公司对外借款的公告

本公司及董事会全体成员保证信息披露内容的真实、准确和完整，没有虚假记载、误导性陈述或重大遗漏。

一、对外借款的基本情况

为满足海外业务拓展及生产运营的资金需求，公司控股孙公司 InnoLight Technology Pte. Limited（以下简称“新加坡旭创”或“借款人”）拟向 CDH Global Paper Limited（以下简称“CDH”或“出借人一”）及 Charming Time Holdings Limited（以下简称“Charming Time”或“出借人二”，双方合称“出借人”）合计借款 103,000,000 美元，其中 CDH 提供金额为 100,000,000 美元的借款，Charming Time 提供金额为 3,000,000 美元的借款。

本次交易不涉及关联交易，不构成《上市公司重大资产重组管理办法》所规定的重大资产重组情况。根据《深圳证券交易所创业板股票上市规则》《上市公司自律监管指引第 7 号——交易与关联交易》和《公司章程》等相关规定，本次交易在公司董事会审议通过后尚需提交公司股东大会批准。

二、交易对方的基本情况

（一）CDH

- 1、公司名称：CDH Global Paper Limited
- 2、注册号：1461785
- 3、成立日期：2008 年 1 月 29 日
- 4、注册资本或股本：CDH is authorised to issue a maximum of 50,000 shares of one class with a parvalue of US\$1.00 each.
- 5、住所：Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands

6、经营范围：投资控股

7、CDH 主要股东是 CDH Fund VI, L.P. (CDH Investment Advisory Private Limited 管理的美元基金), CDH 与公司(包括合并报表范围内的子公司)、控股股东、实际控制人、董事、监事及高级管理人员不存在关联关系,也不存在其他可能造成或已经造成公司对其利益倾斜的其他关系。

(二) Charming Time

1、公司名称: Charming Time Holdings Limited

2、注册号: 2111482

3、成立日期: 2022 年 11 月 11 日

4、注册资本或股本: 5 万美元

5、住所: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands

6、经营范围: 投资控股

7、Charming Time 与公司(包括合并报表范围内的子公司)、控股股东、实际控制人、董事、监事及高级管理人员不存在关联关系,也不存在其他可能造成或已经造成公司对其利益倾斜的其他关系。

三、借款协议的主要内容

(一) 协议主体

(i) CDH Global Paper Limited, an entity incorporated under the laws of British Virgin Islands (“CDH”, or the “Lead Lender”);

CDH Global Paper Limited, 一家根据英属维尔京群岛法律组建的实体(“CDH”, 或“主出借人”);

(ii) Charming Time Holdings Limited, a company incorporated under the laws of the British Virgin Islands (“Charming Time”, together with CDH, individually as the “Lender”, and collectively, the “Lenders”);

Charming Time Holdings Limited，一家根据英属维尔京群岛法律组建的公司（“Charming Time”，与 CDH 单称或合称“出借人”）；

(iii)InnoLight Technology Pte. Limited, a company incorporated under the laws of Singapore (the “Borrower” or the “Company”);

InnoLight Technology Pte. Limited，一家根据新加坡法律组建的公司（“借款人”或“公司”）；

(iv)Suzhou InnoLight Technology Co., Ltd. (苏州旭创科技有限公司), a limited liability company incorporated under the laws of the PRC (the “Controlling Shareholder”); and

苏州旭创科技有限公司，一家根据中国法律组建的有限责任公司（“控股股东”）；及

(v) ZHONGJI INNOLIGHT CO., LTD. (中际旭创股份有限公司), an A-share listed company incorporated under the laws of the PRC (the “Listed Company”, together with the Company and the Controlling Shareholder, individually as the “Company Party”, and collectively, the “Company Parties”).

中际旭创股份有限公司，一家根据中国法律组建的 A 股上市公司（“上市公司”，与公司 and 控股股东单称或合称“公司方”）。

（二）协议主要内容

SECTION 2 LOAN 第 2 条 借款

2.1 Loan. Subject to the terms and conditions of this Agreement, including without limitation, the conditions precedent as listed in Section 3, the Lenders agree to provide the Loan to the Borrower, among which:

借款：根据本协议的条款和条件，包括但不限于第 3 条所列的先决条件，出借人同意向借款人提供借款，其中：

(a) CDH agrees to provide the Loan in amount of US\$100,000,000; and

CDH 同意提供金额为 100,000,000 美元的借款；以及

(b) Charming Time agrees to provide the Loan in amount of US\$3,000,000.

Charming Time 同意提供金额为 3,000,000 美元的借款。

2.2 Term of the Loan. The term of the Loan shall be from the Closing Date to a date falling on three hundred and sixty (360) days from the Closing Date (the “Maturity Date”).

借款期限：借款期限为自交割日至自交割日起的第三百六十（360）日（“到期日”）止。

2.3 Closing. (i) The Lenders shall respectively wire the proceeds of the Loan in immediately available funds to the bank account designated by the Company within ten (10) Business Days upon the satisfaction or waiver of the conditions precedent set forth in Section 3 (other than those conditions to be satisfied at the Closing), or at such other time as the Borrower and the Lenders may mutually agree upon (the “Closing Date”). (ii) At the Closing Date, the Company Parties shall deliver to each Lender such documents evidencing that all the conditions set forth in Section 3.1 have been fulfilled as of the Closing Date.

交割：(i) 出借人应在第 3 条所述的先决条件得到满足或放弃（交割时满足的条件除外）后十（10）个工作日内或在借款人和出借人共同同意的其他时间（“交割日”），分别将借款资金以即时可用的资金汇至公司指定的银行账户。(ii) 在交割日，公司方应向每一出借人交付证明第 3.1 条列明的所有条件均已于交割日获得满足的文件。

2.4 Interest. Except as otherwise specified in this Agreement, the Loan shall bear a simple annual interest rate of four percent (4%) accruing from the Closing Date to the Maturity Date (the “Interest”).

利息：除非本协议另有规定，借款应按百分之四（4%）的年单利累计利息，计息时间自交割日至到期日（“利息”）。

2.5 Collaterals. (i) The Borrower shall enter into a charge over receivables by way of a deed, in favour of the Lenders in the form and substance reasonably satisfactory to the Lenders (the “Charge over Receivables”), and (ii) InnoLight Taiwan shall enter into

certain equipment and inventory mortgage agreement in the form and substance reasonably satisfactory to the Lenders (the “Equipment and Inventory Mortgage Agreement”), both in favor of the Lenders for the Loan as an aggregate security for all indebtedness under the Loan, including the principal amount of the Loan and the Interest, if any, as and when the same becomes due and payable in accordance with the terms of this Agreement. The Lenders have a first-priority security interest in the aforementioned receivables and equipment and inventory. The respective terms of such Charge over Receivables and Equipment and Inventory Mortgage Agreement shall be from the Closing Date to the date when the principal amount of the Loan and the Interest have been fully paid up. For the avoidance of doubt, the charged receivables under the Charge over Receivables shall be paid to the Borrower in normal course during the term of such charge and otherwise in accordance with the provisions of the Charge over Receivables.

担保物: (i) 借款人应以契约的形式、以出借人为受益人签订格式和内容令出借人合理满意的应收账款质押协议 (“应收账款质押协议”), 以及(ii) InnoLight Taiwan 应以出借人为受益人签订格式和内容令出借人合理满意的设备和存货抵押协议 (“设备和存货抵押协议”), 两者均为借款项下所有负债 (包括根据本协议的条款到期应付的借款本金和利息 (如有)) 向出借人提供总担保。出借人对上述应收账款以及设备和存货享有第一顺位的担保权益。应收账款质押协议以及设备和存货抵押协议的期限应自交割日起至借款本金和利息全部付清之日止。为免疑义, 在该等质押期限内, 应收账款质押协议项下质押的应收账款应遵循正常业务流程向借款人支付, 或者根据应收账款质押协议的条款进行支付。

SECTION 3 CONDITIONS PRECEDENT 第3条 先决条件

3.1 Conditions to Lenders’ Obligations on the Closing Date. The obligation of any Lender to provide the Loan to the Borrower contemplated in Section 2.1 and Section 2.3 herein shall be subject to the satisfaction of the following conditions, unless waived by such Lender:

出借人在交割日履行义务的条件: 本协议第 2.1 条和第 2.3 条规定的出借人向借款人提供借款的义务应以下列条件得到满足为前提, 除非该出借人予以放弃:

(a) Representations and Warranties. All the representations and warranties made by the Company Parties in Section 4 herein are true, complete, accurate and not misleading in any material aspects as of the date of this Agreement and the Closing Date.

陈述和保证：公司方在本协议第 4 条中作出的所有陈述和保证在本协议签署日和交割日均为真实、完整、准确的，并在任何重大方面不具误导性。

(b) Performance. The Group Companies shall have performed and complied with all obligations and conditions contained in this Agreement and the other Transaction Documents that are required to be performed or complied with by them, on or before the Closing Date.

履行：集团公司¹应在交割日当天或之前已履行并遵守本协议及其他交易文件规定的应由其履行或遵守的所有义务和条件。

(c) Proceedings and Documents. All necessary corporate approvals and other corporate proceedings of the Listed Company (if applicable), the Controlling Shareholder and the Borrower in connection with the transactions contemplated hereby and the other Transaction Documents has been taken in form and substance reasonably satisfactory to the Lender on or before the Closing Date.

程序和文件：上市公司（如适用）、控股股东和借款人与本协议及其他交易文件拟议的交易有关的所有必要的公司批准和其他公司程序已在交割日当天或之前以令出借人合理满意的形式和内容进行。

(d) Authorizations. All consents of any competent Governmental Authority (if any) or of any Person (if any) that are required to be obtained by any Company Party in connection with the consummation of the transactions that are required to be consummated prior to the Closing Date as contemplated by the Transaction Documents shall have been duly obtained and effective as of the Closing Date.

授权：任何公司方就完成交易文件拟议的应在交割日之前完成的交易需要取得的任何主管政府机构的同意（如有）或任何主体的同意（如有），应已正式取得并截

¹系指公司、InnoLight Taiwan、InnoLight Thailand、InnoLight US 以及任何集团公司的任何其他现有或将来的直接或间接子公司（Avance US、Cynor 及它们的子公司除外）的合称（单称“集团公司”）。

至交割日处于生效状态。

(e) Charge over Receivables. The Charge over Receivables shall have been duly executed and delivered by the Borrower and the Lenders.

应收账款质押协议：应收账款质押协议应已由借款人和出借人适当签署并交付。

(f) Equipment and Inventory Mortgage Agreement. The Equipment and Inventory Mortgage Agreement shall have been duly executed and delivered by InnoLight Taiwan and the Lenders.

设备和存货抵押协议：设备和存货抵押协议应已由 InnoLight Taiwan 和出借人适当签署并交付。

(g) Business Plan. The business plan of the Borrower with respect to the Overseas Core Business shall have been submitted in form and substance reasonably satisfactory to the Lenders.

商业计划：借款人有关海外核心业务的商业计划已以令出借人合理满意的形式和内容提交。

(h) Due Diligence Investigation. The Lead Lender, on behalf of the Lenders, shall have completed its business, operational, legal and financial due diligence investigation of the Borrower with respect to the Overseas Core Business to its reasonable satisfaction.

尽职调查：主出借人（代表出借人）应已完成其对借款人海外核心业务相关的业务、运营、法律和财务尽职调查，且尽职调查的结果令其合理满意。

(i) No Material Adverse Effect. There shall have been no Material Adverse Effect on the Borrower since the date hereof.

无重大不利影响：自本协议签署之日起，借款人没有受到任何重大不利影响。

(j) Closing Certificate. The Borrower and the Controlling Shareholder shall have delivered to the Lenders a certificate, dated such Closing Date, certifying that all the conditions specified in this Section 3.1 have been fulfilled.

交割证明书：借款人和控股股东应已向出借人交付日期为该等交割日的证明书，

以证明本第 3.1 条规定的所有条件均已满足。

3.2 Conditions to Borrower's Obligations on the Closing Date. The obligation of the Borrower to each Lender under this Agreement shall be subject to the satisfaction of the following conditions, unless waived by the Borrower:

借款人在交割日履行义务的条件：借款人在本协议项下对各出借人的义务应以下列条件的满足为前提，除非借款人予以放弃：

(a) Representations and Warranties. All the representations and warranties made by such Lender in Section 5 herein are true, complete, accurate and not misleading in any material aspects as of the date of this Agreement and the Closing Date.

陈述和保证：该等出借人在本协议第 5 条中作出的所有陈述和保证在本协议签署日和交割日均为真实、完整、准确的，并在任何重大方面不具误导性。

(b) Performance. Such Lender shall have performed and complied with all obligations and conditions contained in this Agreement and the other Transaction Documents that are required to be performed or complied with by it, on or before the Closing Date.

履行：该等出借人应在交割日当天或之前已履行并遵守本协议及其他交易文件规定的应由其履行或遵守的所有义务和条件。

(c) Proceedings and Documents. All necessary corporate approvals and other corporate proceedings of the Listed Company (if applicable) in connection with the transactions contemplated hereby and the other Transaction Documents has been taken on or before the Closing Date.

程序和文件：上市公司（如适用）与本协议及其他交易文件拟议的交易有关的所有必要的公司批准和其他公司程序已在交割日当天或之前进行。

(d) Authorizations. All consents of any competent Governmental Authority (if any) that are required to be obtained by such Lender in connection with the consummation of the transactions that are required to be consummated prior to the Closing Date as contemplated by the Transaction Documents shall have been duly obtained and effective as of the Closing Date.

授权：该等出借人就完成交易文件拟议的应在交割日之前完成的交易需要取得的任何主管政府机构的同意（如有），应已正式取得并截至交割日处于生效状态。

SECTION 5 REPRESENTATIONS AND WARRANTIES OF THE LENDERS

第 5 条 出借人的陈述与保证

Each of the Lenders hereby respectively and not jointly makes the following representations and warranties to the Company Parties as of the date of this Agreement and as of the Closing Date:

在本协议签署日和交割日，各出借人在此分别且非连带地向公司方作出下列陈述和保证：

5.1 Organization, Good Standing and Qualification. It is a company duly organized, validly existing and in good standing under the laws of the jurisdiction where it incorporated and is duly qualified to do business in such jurisdictions where such qualification is necessary according to the Applicable Laws in such jurisdiction.

组建、经营良好和资质：其为一家根据其成立地法律正式组建、有效存续且经营良好的公司，并且在根据司法管辖区的适用法律必需资质开展业务的情况下，具有在该司法管辖区开展业务的正式资质。

5.2 Share Structure. Such Investor is not directly or indirectly controlled by any Person who is a PRC citizen or who is registered in the PRC.

股权结构：该投资方未直接或间接地受到身为中国公民或在中国注册的任何主体控制。

5.3 Qualifications. It has all requisite capacity, power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Each of this Agreement and the other Transaction Documents to which such Lender is a party is or will, when executed and delivered by such Lender, constitute valid and legally binding obligations of such Lender, enforceable

against such Lender in accordance with its terms.

资格：其具备签署和交付本协议及其作为一方的其他交易文件，履行其在本协议和该等交易文件项下的义务，并完成本协议和该等交易文件中拟议的交易的所有必要的能力、权力和授权。本协议及该出借人作为一方的其他交易文件的每一项在该出借人签署和交付时是或将构成该出借人有效且具有法律约束力的义务，并可按照其条款对该出借人强制执行。

SECTION 6 COVENANTS OF THE COMPANY PARTIES

第 6 条 公司方的承诺

After the Closing Date and so long as the Loan is outstanding, the Company Parties make the following covenants to the Lenders:

交割日之后，在借款尚未偿还的情况下，公司方向出借人作出以下承诺：

6.1 Registration of Receivables Charge. The Borrower covenants that it shall, as soon as possible but within twenty (20) Business Days after the Closing Date or any longer period as agreed by the Lenders, complete the registration of receivables charge with Accounting and Corporate Regulatory Authority of Singapore in accordance with this Agreement and the Charge Over Receivables. Within five (5) Business Days after the completion of the registration of receivables charge, the Company Parties shall deliver to the Lenders the document evidencing such registration.

应收账款质押登记：借款人承诺，其应尽快但应于交割日后的二十（20）个工作日内或出借人同意的任何更长的时间内，根据本协议和应收款项质押协议向新加坡会计与企业管制局完成应收款项质押登记。在完成应收账款质押登记后的五（5）个工作日内，公司方应向出借人交付证明该登记的文件。

6.2 Mortgage Registration. The Company Parties covenant that they shall procure InnoLight Taiwan, as soon as possible but within twenty (20) Business Days after the Closing Date or any longer period as agreed by the Lenders, to complete the mortgage registration of relevant equipment and inventory with relevant Governmental Authority in accordance with Equipment and Inventory Mortgage Agreement. Within five (5)

Business Days after the completion of such mortgage registration, the Company Parties shall deliver to the Lenders the document evidencing such registration.

抵押登记：公司方承诺，其应促使 InnoLight Taiwan 尽快但应于交割日后的二十（20）个工作日内或出借人同意的任何更长的时间内，根据设备和存货抵押协议，尽快向有关政府机构完成有关设备和存货的抵押登记。在完成该抵押登记后的五（5）个工作日内，公司方应向出借人交付证明该登记的文件。

6.3 Future Equity Financing. The Company Parties covenant that, during the period from the Closing Date to the date when the Loan has been fully paid up, if the Borrower intends to engage in any equity financing, the Lenders shall have the preemptive right to subscribe for the equity securities issued by the Borrower in such equity financing (the “Preemptive Right”), provided that, if any Lender selects to exercise the Preemptive Right, all the accrued Interest incurred under the Loan provided by such Lender shall be automatically waived.

未来的股权融资：公司方承诺，自交割日至借款全部还清之日止的期间内，如果借款人拟进行任何股权融资，则出借人应有权优先认购借款人在该股权融资中发行的股权证券（“优先认购权”），但如果任何出借人选择行使优先认购权，该出借人提供的借款项下产生的所有应计利息应自动免去。

6.5 Guarantee by Controlling Shareholder. The Controlling Shareholder covenants that, upon the written request of the Lenders, (i) the Controlling Shareholder shall provide joint liability guarantee for the Loan to the Lenders, and shall enter into a guarantee agreement with the Lenders in the form and substance reasonably satisfactory to the Lenders within twenty (20) Business Days after such written notice, and (ii) the Controlling Shareholder shall duly apply for the offshore-loans-against-onshore-guarantees (内保外贷) registration procedures with respect to such guarantee with the competent foreign exchange bureau in the manner to the extent practicable.

控股股东的担保：控股股东承诺，经出借人书面要求，(i) 控股股东应向出借人提供借款的连带责任担保，并在该书面通知后的二十（20）个工作日内与出借人签订形式和内容均令出借人合理满意的担保协议，及(ii) 控股股东应在实际可行的范围

内，就该担保向主管外汇局正式申请办理内保外贷的登记手续。

6.7 Positive Covenants. The Company Parties covenant that they shall take any of the following actions during the term of the Loan:

作为的承诺：公司方承诺，在借款期限内，其应采取以下任何行动：

(a) ensure the Lenders have a first-priority security interest in the receivables and equipment and inventory under the Charge over Receivables and the Equipment and Inventory Mortgage Agreement;

确保出借人对应收账款质押协议、设备和存货抵押协议项下的应收账款、设备及存货拥有第一顺位的担保权益；

(b) as soon as the same become available, but in any event within five (5) days after the Listed Company's announcement of each quarterly report, supply to the Lenders the unaudited consolidated financial statements of the Company for that quarter;

在尽快但可行的情况下，不晚于上市公司季度报告公告后五（5）日内，向出借人提供公司该季度的未经审计的合并财务报表；

(c) upon becoming aware of them, supply to the Lenders details of any events or circumstances which may constitute an Acceleration Event.

在知悉相关情况后，向出借人提供可能构成加速事件的任何事件或情况的详情。

SECTION 7 REPAYMENT 第7条 还款

7.1 Repayment. Except as otherwise specified in this Agreement or except as otherwise agreed by the Parties, the Loan and all accrued Interest, if any, shall become due and payable upon the Maturity Date.

还款：除本协议另有规定或各方另有约定外，借款和所有应计利息（如有）应在到期日到期并支付。

7.2 Prepayment. Except as otherwise agreed upon, the Borrower shall not make prepayments in whole or part of any amounts of the Loan to the Lenders before the Maturity Date unless as otherwise agreed by the Lenders.

提前还款：除非出借人另行同意，借款人不得在到期日之前向出借人提前偿还全部或部分借款金额，但双方另有约定的除外。

7.3 Payment.

支付

(a) Within ten (10) Business Day after the Maturity Date, all sums payable by the Borrower under this Agreement shall be respectively made in wire transfer to the Lenders' designated accounts and shall be paid in full in U.S. dollar or other currency as agreed by the Lenders without set off or counterclaim and free and clear of and without any deduction or withholding for or on account of any tax, save as required by the Applicable Laws.

在到期日后的十（10）个工作日内，借款人根据本协议应支付的所有款项应分别以电汇方式汇入出借人指定的账户，并应以美元或出借人同意的其他货币全额支付，不得进行抵销或反申索，也不得由于任何税收而进行扣除或预扣，但适用法律要求的除外。

(b) If any sum would otherwise become due for payment on a non-Business Day (as above defined), that sum shall become due on the next following Business Day.

如果任何款项本应在非工作日（定义见上文）到期支付，则该款项应在下一个工作日到期。

7.4 Acceleration Events. If any one or more of the Acceleration Events shall occur, any Lender may, by written notice to the Borrower:

加速事件。如果发生任何一项或多项加速事件，则任何出借人可通过向借款人发送书面通知：

(a) declare the Loan payable under this Agreement to be, where upon they shall become, immediately due and payable without further demand, notice or other legal formality of any kind; and/or

宣布本协议项下应偿还的借款立即到期并应支付，无需进一步要求、通知或其他任何种类的法律手续；和/或

(b) take such lawful action as the Lender may deem appropriate to enforce its rights, powers and remedies under this Agreement.

采取出借人认为适当的合法行动，以执行其在本协议下的权利、权力和救济。

SECTION 9 MISCELLANEOUS 第9条 其他规定

9.1 Indemnification. In the event of: (a) any breach or violation of, or inaccuracy or misrepresentation in, any representation or warranty made by any Party contained herein in material aspects, without giving effect to any materiality qualifiers or references to materiality therein; or (b) any breach or violation by any Party of any covenant or agreement contained herein in material aspects (each of (a) or (b), a “Breach”, and the Party who causes the Breach, the “Breaching Party”), the Breaching Party shall indemnify the other Parties (each, an “Indemnitee”) for any and all losses, liabilities, damages, Liens, claims, obligations, penalties, settlements, deficiencies, costs and expenses, including without limitation reasonable advisor’s fees and other reasonable expenses of investigation, defense and resolution of any Breach actually suffered or incurred by the Indemnitees resulting from, or arising out of, or due to, directly or indirectly, any Breach.

赔偿：如果：(a) 任何一方在重要方面违反或违背本协议中所载的任何陈述或保证，或该等陈述或保证不准确或存在虚假陈述，而不考虑其中任何重大性限定词或重大性引述；或(b) 任何一方在重要方面违反或违背本协议中所载的任何承诺或约定（(a)或(b)各称为“违约”，造成违约的一方称为“违约方”），违约方应向其他方（各自称为“受偿方”）赔偿因任何违约直接或间接引起或导致受偿方实际遭受或发生的所有损失、责任、损害、权利负担、索赔、义务、罚款、和解金、差额、成本和费用，包括但不限于合理的顾问费以及调查、抗辩和解决任何违约的其他合理费用。

9.2 Termination. Subject to the other provisions in this Section 9.2, this Agreement shall continue in full force and effect until the earlier of the following:

终止：受限于本第9.2条的其他规定，本协议应持续完全有效，直至发生以下情况（以孰早为准）：

(a) upon the mutual consent of the Parties hereto; or

经本协议各方一致同意；或

(b) upon the fully paid up of the Loan and all accrued Interest, if any, by the Borrower pursuant to this Agreement or as otherwise agreed by the Parties.

借款人根据本协议或各方另行约定，全额付清借款和所有应计利息（如有）。

Termination of this Agreement shall not release any Party from any liability which at the time of termination has already accrued to the other Parties or any liability arising or maturing after such termination as a result of any breach, act committed or omitted prior to such termination.

本协议的终止并不免除任何一方在终止时对其他方已经产生的任何责任，也不免除因在该等终止前的任何违约、作为或不作为而导致的在该等终止后产生或到期的任何责任。

9.4 Governing Law. This Agreement shall be governed by, construed and shall take effect in accordance with the laws of Hong Kong without regard to principles of conflict of laws.

管辖法律：本协议应受香港法律的管辖，并根据香港法律进行解释和生效，但不考虑冲突法原则。

9.5 Dispute Resolution.

争议解决

(a) Any dispute, controversy or claim arising out of, in connection with or relating to this Agreement, including the interpretation, validity, invalidity, breach or termination thereof, shall be settled by arbitration.

因本协议（包括其解释、有效性、无效性、违约或终止）引起的、与之相关的或与之有关的任何争议、纠纷或索赔，应通过仲裁解决。

(b) The arbitration shall be conducted in Hong Kong by Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the notice of arbitration is submitted in accordance with

the said rules. The arbitration tribunal shall consist of three (3) arbitrators. The complainant and the respondent shall each select one (1) arbitrator. The appointment of the third arbitrator shall be mutually agreed upon by the two sides of the dispute. The arbitration shall be conducted in Chinese.

仲裁应由香港国际仲裁中心根据提交仲裁通知时有效的香港国际仲裁中心机构仲裁规则在香港进行，仲裁通知应根据该等规则递交。仲裁庭应由三（3）名仲裁员组成。申请人和被申请人应各自选择一（1）名仲裁员。第三名仲裁员应由争议双方协商一致指定。仲裁应以中文进行。

(c) Each Party shall cooperate with the other in making full disclosure of and providing complete access to all information and documents requested by the other in connection with such arbitration proceedings, subject only to any doctrine of legal privilege or any confidentiality obligations binding on such Party.

每一方应与另一方合作，充分披露并提供完整权限以取得另一方要求的与该等仲裁程序有关的所有信息和文件，仅受限于任何法定特权原则或对该方具有约束力的任何保密义务。

(d) The costs of arbitration shall be borne by the losing Party, unless otherwise determined by the arbitration tribunal.

除非仲裁庭另有决定，仲裁费用应由败诉方承担。

(e) When any dispute occurs and when any dispute is under arbitration, except for the matters in dispute, the Parties shall continue to fulfill their respective obligations and shall be entitled to exercise their rights under this Agreement.

当任何争议发生时，以及当任何争议正在进行仲裁时，除争议事项外，各方应继续履行各自在本协议项下的义务，并有权行使本协议项下的权利。

(f) The award of the arbitration tribunal shall be final and binding upon the Parties, and the prevailing Party may apply to a court of competent jurisdiction for enforcement of such award.

仲裁庭的裁决是终局的，对各方均有约束力，胜诉方可以向有管辖权的法院申

请强制执行该等裁决。

(g) Regardless of anything else contained herein, any Party shall be entitled to seek preliminary injunctive relief from any court of competent jurisdiction pending the conclusion of the arbitration.

尽管本协议中有任何其他规定，任何一方有权在仲裁结束之前向任何有管辖权的法院寻求初步禁令救济。

9.6 Assignment. The terms of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto; provided that any Party without the prior written consent of the other Party hereunder may make no assignment of this Agreement or of any rights or obligations, and any attempted assignment in violation of this Section 9.6 shall be void.

转让：本协议的条款对本协议各方各自的继受人和受让人具有约束力，并使其受益；但任何一方未经本协议项下的另一方事先书面同意，不得转让本协议或任何权利或义务，任何试图违反本条的转让均属无效。

9.7 Waiver. No failure or delay by either Party in exercising any of its rights, powers or remedies hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such rights, powers or remedies preclude any other exercise thereof.

弃权：任何一方未行使或延迟行使其在本协议项下的任何权利、权力或救济不应构成对该等权利、权力或救济的放弃，并且对任何该等权利、权力或救济的任何单独或部分行使不应排除对该等权利、权力或救济的任何其他行使。

9.8 Use of Marks. Without the prior written consent of CDH, none of the Parties excluding CDH shall, and the Company Parties shall procure the Group Companies not to (i) use, publish, reproduce or refer to the name, trademark, logo or brand of CDH or any of its Affiliates (including but without limitation, “CDH”, “CDH Investments”) in any discussion, documents or materials or otherwise, including without limitation for marketing, advertising or promotional or other purposes, claim itself as a partner of CDH or any of its Affiliates, nor make any similar representations; or (ii) make or cause to be made any press release, public announcement or other disclosure to any third party in

respect of this Agreement or any other Transaction Document.

标志的使用：未经 CDH 事先书面同意，除 CDH 外的各方均不得，且公司方应促使集团公司不得(i) 在任何讨论、文件或材料中或以其他方式（包括但不限于为营销、广告或宣传或其他目的）使用、公布、复制或提及 CDH 或其任何关联方的名称、商标、标识或品牌（包括但不限于“CDH”、“CDH 投资”），声称其为 CDH 或其任何关联方的合伙人，或作出任何类似陈述；(ii) 向任何第三方作出或促使作出与本协议或任何其他交易文件相关的任何新闻发布、公告或其他披露。

9.10 Independent. The Lenders' respective obligations, undertakings, warranties, representations, and liabilities under this Agreement are several and not joint. In the event that a Lender fails to or decides not to consummate the transactions contemplated hereby, any other Lender's rights and obligations hereunder shall not be affected and such other Lender shall proceed with the transactions contemplated hereby pursuant to the terms and conditions hereof.

独立：出借人在本协议项下各自的义务、承诺、保证、陈述和责任是个别的，而非连带的。如果一个出借人未能或决定不完成本协议拟议的交易，任何其他出借人在本协议项下的权利和义务不应受到影响，且该等其他出借人应根据本协议的条款和条件继续进行本协议拟议的交易。

9.16 Language. This Agreement is executed in English and Chinese. In the event of any inconsistency between the English and Chinese versions, the English version shall prevail.

语言：本协议以英文和中文签署。英文版本和中文版本如存在不一致，应以英文版本为准。

9.17 Effectiveness. Upon duly execution of this Agreement by all the Parties herein and subject to the completion of the applicable approval procedures of the Listed Company, this Agreement shall immediately effective and binding among all the Parties.

生效：经本协议各方对本协议正式签署，并受限于上市公司完成适用批准程序，本协议生效并对各方具有约束力。

四、本次交易履行的程序

公司第四届董事会第三十二次会议、第四届监事会第二十九次会议审议通过了《关于控股孙公司对外借款的议案》，独立董事发表了同意的独立意见，符合《深圳证券交易所创业板股票上市规则》《上市公司自律监管指引第7号——交易与关联交易》等法律法规以及《公司章程》的相关规定；本次交易尚需履行公司股东大会审议程序。

五、本次交易必要性及对公司的影响

（一）本次交易的必要性分析

为更好支持海外市场业务发展、迎合海外市场重点客户的需求及全力保障公司海外交付能力，公司将进一步推进海外产能的建设。本次交易由出借人以其海外资金直接提供美元借款，用于公司控股孙公司新加坡旭创及其下属子公司的产能建设、研发投入及日常运营，且借款利率较为优惠。综上，本次交易可以更好的满足控股孙公司新加坡旭创及其下属子公司生产运营资金需求，促进公司海外业务的拓展和战略规划的实现，具备较强的必要性。

（二）本次交易对公司的影响

本次交易完成后，将进一步提升公司全球化、多元化的研发、生产及运营能力，以更好地满足各类客户的不同需求，为公司业务的持续发展带来积极深远的影响；此外，本次交易后公司有望与出借人在业务拓展、投资并购等方面积极展开合作。本次交易金额占公司总资产比例不高，且借款利率较为优惠，不会对公司未来财务状况和经营成果产生重大不利影响，亦不会损害公司、债权人及全体股东尤其是中小股东的利益。

六、备查文件

- 1、第四届董事会第三十二次会议决议；
- 2、第四届监事会第二十九次会议决议；
- 3、独立董事对相关事项的独立意见；
- 4、交易各方签署的协议文件。

特此公告

中际旭创股份有限公司董事会

2023年01月31日